

COPY

**AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN
THE FOUR SEASONS LAKESITES PROPERTY OWNERS ASSOCIATION, INC. AND THE
CAMDEN COUNTY SHERIFF'S OFFICE**

(2023 SECURITY YEAR)

THIS AGREEMENT is made and entered into by and between the Four Seasons Lakesites Property Owners Association, Inc., (herein referred to as "the POA") a Missouri Non-Profit Corporation, the CAMDEN COUNTY MISSOURI SHERIFF'S OFFICE, (hereinafter referred to as "the Sheriff") a political subdivision of the state of Missouri, and the CAMDEN COUNTY COMMISSION, (hereinafter referred to as "the Commission"), a political subdivision of the state of Missouri.

WITNESS:

WHEREAS, it is the joint desire of the POA, the Sheriff and the Commission being the governing bodies thereof to enter into an agreement granting the Sheriff and all duly commissioned deputies of the Sheriff the authority to provide policy protection to the POA.

NOW THEREFORE it is agreed as follows:

ARTICLE I

1. The Sheriff shall provide additional Law Enforcement Services for POA's property owners, homes and other establishments in the POA, including but not limited to, answering calls set forth in Exhibit A attached hereto and made a part hereof. Such Law Enforcement Services shall be conducted by commissioned regular and reserve deputies. The Sheriff shall furnish all provide services and protection contemplated under the terms of this Agreement.
2. The Sheriff shall have complete and sole authority and discretion with respect to the administration and delivery of the Law Enforcement Services contemplated herein, the standard of performance of all deputy sheriffs, and other such matters incident to the performance of this agreement.
3. The Sheriff shall provide the POA with the required accountability reports, a summary of which are set forth in Exhibit B, attached hereto and made a part hereof.
4. The Sheriff shall assign duly appointed, sworn and acting deputy sheriffs or reserve deputy Sheriffs of Camden County, Missouri (the "Law Enforcement Personnel") to perform the Law Enforcement Service and the Law Enforcement Personnel shall have all training required by state and local laws necessary to perform the Law Enforcement Services contemplated within the scope of this Agreement.

5. At all times under this Agreement, the Law Enforcement Personnel shall remain under the sole control and direction of the Sheriff, the Sheriff's designated Chief Deputy, or the Sheriff's Shift Supervisor.
6. The Sheriff shall maintain, for the duration of this Agreement, appropriate liability insurance policies with liability limits of Two Million Eight Hundred Sixty-five Thousand Three Hundred Thirty Dollars (\$2,865,330.00), to cover itself and the Law Enforcement Personnel performing under this agreement and further agrees, to the extent of such insurance, to indemnify and hold harmless the POA, its Board of Directors, agents, employees, officers, directors, successors, and assigns from any and all claims that might arise out of the acts of Sheriff's deputies in performance of this Agreement. The POA shall separately maintain, in connection with this Agreement, appropriate liability insurance policies to cover the POA, its Board of Directors, agents, employees, officers, and directors performing under this Agreement. Both Parties expressly agree that the separate liability insurance maintained by the POA in connection with this Agreement is subordinate and supplemental to, the liability insurance maintained by the Sheriff in connection with this Agreement.
7. The liability insurance maintained by each party for the purposes of this Agreement shall be mutually applicable to the other parties and each applicable insurance policy shall name the other parties hereto as additional insureds. Each party shall provide the other parties with appropriate certificates of insurance within thirty (30) days of the effective date of this Agreement.
8. The Sheriff agrees that he or his designee will attend the monthly meetings of the POA Board of Directors and provide the Board with available information concerning the activities set forth in this Agreement.
9. Said Sheriff and/ or his deputy or deputies are not and shall not be regarded as agents or an agent of the POA. The Commission, their officers, directors, employees, commissioners, and agents are not shall not be regarded as agents of the POA.

ARTICLE II

1. In full consideration of the rights and duties assigned the parties under this Agreement, the POA shall pay to the Commission, for the period January 1, 2023, to December 31, 2023, the sum of One Hundred Forty-Four Thousand Three Hundred Forty Dollars and Eighty-six cents (\$144,340.86), payable in quarterly installments.

2. Within thirty (30) days following the end of each calendar quarter, the Sheriff shall submit to the POA an invoice for payment of one quarter of the total amount specified in paragraph 1 above to wit: Thirty-Six Thousand Eighty-Five Dollars and Twenty-Two Cents (\$36,085.22). Such payments shall continue on a quarterly basis for the duration of this Agreement.

ARTICLE III

1. The term of this Agreement shall be one (1) year commencing on January 1, 2023, and terminating automatically at midnight on December 31, 2023. This agreement shall be renewable, at any time prior to its expiration by mutual agreement of the parties, in writing.
2. This Agreement may be terminated by either party upon sixty (60) days written notice to the other party.
3. This Agreement constitutes and expresses the whole agreement of the parties hereto with respect to the providing of law enforcement services by the Sheriff, and with respect to any of the matters herein provided for, herein before discussed or mentioned with respect to such employment, all promises, representations and understandings relative thereto being herein merged.

IN WITNESS WHEREOF, this Agreement is made and entered into for the purposes aforesaid.

Signed this ____ day of _____, 2022.

12/07/2022

FOUR SEASONS LAKESITES PROPERTY
OWNERS ASSOCIATION, INC.

Mary B. Bustin

Signature

Mary B. Bustin

Printed Name

President

Title

Exhibit A

SCOPE AND SERVICES

1. Patrol the roadways within the POA boundaries, 24 hours, 7 days per week, to the extent feasible.
2. Physically attempt to check all amenities (pools, campground, Community Center, etc.) daily. A monthly report will be provided to Management.
3. Perform "Away from Residence Checks." (Exterior doors locked, windows, all in order.)
4. Assist/ perform medical and law enforcement agencies in emergency situations.
5. Provide detailed, accurate, and legible reports.
6. Attend monthly POA Board meetings or, if not available, provide written report of the previous month's activities.
7. Report problems with wastewater lights to Management.
8. Enhance relations with the members of the Community.
9. Provide for traffic control on Horseshoe Bend Parkway during peak travel hours during holiday weekends.

COMMUNICATIONS/ DISPATCH SERVICE

1. Provide 24-hour access for property owners.
2. Maintain detailed records/ logs to reflect telephone/ radio messages.
3. Monitor patrol officers at all times.
4. Receive and dispatch clear and concise information for emergency situations.
5. Communicate with all emergency personnel in each situation as needed.

Exhibit B

REQUIRED ACCOUNTABILITY REPORTS

1. Maintain monthly logs showing the number of miles driven.
2. Provide copies of all incident reports involving POA properties or amenities.
3. Provide monthly duty rosters of all Sheriff employees and / or agents assigned to perform Law Enforcement Services and monthly reports of all duration of time in which no officer was on patrol on either Horseshoe Bend or Shawnee Bend under this agreement.
4. Document/ report streetlight outages.
5. Document/ report wastewater warning lights.
6. Enhance communications with property owners.
7. Regularly confer with Management.

Wilson Toellner CPA - Signature Requested

Final Audit Report

December 07, 2022

Created:	December 07, 2022
By:	Wilson Toellner CPA(shae@wtcpa.com)
Status:	ESigned
Transaction ID:	34096MQ0LV94NGAHL59UKV0200
Documents:	2023 CAMDEN COUNTY SHERIFF'S OFFICE CONTRACT.pdf

"Wilson Toellner CPA - Signature Requested" History

- 🕒 Document emailed to (mary@jbfslc.com) for signature
12/7/2022 12:53:16 PM Central Standard Time
- 🕒 Document viewed by (mary@jbfslc.com)
12/7/2022 15:19:22 PM Central Standard Time - IP address: 100.21.157.149
- ✍ Document e-signed by (mary@jbfslc.com)
Signature Date: 12/7/2022 15:23:47 PM Central Standard Time - IP address: 97.87.173.117
- 🕒 Document Signed
12/7/2022 15:23:47 PM Central Standard Time

CAMDEN COUNTY MISSOURI

Signed this 9th day of January, 2023

By: Ike Skelton
Ike Skelton, Presiding Commissioner

Signed this 9th day of January, 2023

By: James Gohagan
James Gohagan, 1st District Commissioner

Signed this 9th day of January, 2023

By: Don Williams
Don Williams 2nd District Commissioner

Commissioners ATTEST:

By: Rowland A Todd
Rowland Todd, Camden County Clerk

CAMDEN COUNTY SHERIFFS' OFFICE

Signed this 10th day of January, 2023

By: Tony Helms
Tony Helms, Sheriff