

LAW ENFORCEMENT CONTRACT

THIS AGREEMENT, made and entered on the ____ day of January, 2026, by and between FRANKLIN COUNTY and the FRANKLIN COUNTY SHERIFF, hereinafter referred to as the COUNTY, and the CITY OF POMONA, hereinafter referred to as the MUNICIPALITY, for the period of January 1st, 2026 through December 31st, 2026;

WITNESSETH:

WHEREAS, the MUNICIPALITY is desirous of entering into a contract with the COUNTY through the Office of the Franklin County Sheriff, for the performance of the law enforcement functions hereinafter described, within the corporate limits of said MUNICIPALITY; and

WHEREAS, the COUNTY is agreeable to rendering such services and law enforcement functions on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by K.S.A. 12-2908 and K.S.A. 12-2909;

NOW, THEREFORE, pursuant to the terms of the aforesaid statutes, and in consideration of the mutual covenants expressed herein, it is agreed as follows:

1) The COUNTY, through its County Sheriff, agrees to provide police protection within the corporate limits of the MUNICIPALITY to the extent, and in the manner hereinafter set forth:

A) Except as otherwise hereinafter specifically set forth, such services shall encompass the duties and functions of the type normally coming within the jurisdiction of the Franklin County Sheriff pursuant to state law; and in addition, the Sheriff and his duly assigned deputies shall, within the MUNICIPALITY'S corporate limits, exercise all the police powers and duties of city police officers as provided by state statutes.

B) The provision of services, the standard of performance, the discipline of the deputies, and other matters incident to the performance of such services, and the control of personnel so employed, shall remain in, and under the control of the Sheriff.

C) Such services shall include the enforcement of the Kansas State Statutes, and municipal ordinances of the City of Pomona.

2) It is agreed that the Sheriff shall have all reasonable and necessary cooperation and assistance from the MUNICIPALITY, its officers, agents and employees, so as to facilitate the performance of this contract.

3) The COUNTY shall furnish and supply all necessary labor, supervision, equipment and communication facilities for dispatching and such patrol and other police services as are specified in Paragraph 9 of this contract.

4) The MUNICIPALITY shall not be liable for the direct payment of any salaries, wages, or other compensation to any County personnel performing services pursuant to this contract.

5) The MUNICIPALITY shall not be liable for the compensation of the Sheriff or any of his employees, for their injuries or sickness arising out of their employment hereunder, and the COUNTY hereby agrees to hold harmless the MUNICIPALITY against such claims.

6) The COUNTY, its officers, and employees shall not be deemed to assume any liability for the intentional or negligent acts or omissions of the MUNICIPALITY or any officer, agent, or employee thereof, and said MUNICIPALITY agrees to hold harmless, indemnify, and defend the COUNTY, its officers and employees from any and all claims for damages arising therefrom. This provision shall survive the termination of this contract.

7) The MUNICIPALITY agrees to be fully responsible for, and agrees to indemnify, defend, and hold harmless the COUNTY, from and against all claims, losses, liabilities, damages, injuries, or expenses (including reasonable attorney's fees) resulting from or arising in connection with the COUNTY's performance of the duties covered under this contract and/or the enforcement of any ordinance of the MUNICIPALITY. This provision shall survive the termination of this contract.

8) It is understood and agreed by the parties that no deputy, or other employee of the COUNTY, shall be deemed an employee of the MUNICIPALITY, except as otherwise stated herein.

9) The COUNTY agrees to provide law enforcement protection as follows:

For the term of this contract, the Sheriff's Office will provide 35-40 hours per week of daily patrol service, and shall further provide twenty-four (24) hour call and services as such services are generally understood by law enforcement officials. The daily patrol service shall be exercised through the employment of one patrol car, to be supplied, equipped and maintained by the COUNTY; and staffed by Sheriff's Deputies or Sheriff's Reserve Deputies. Further, said daily patrol service will provide those services ordinarily provided by city police officers as provided by state law and municipal ordinances. The Sheriff, upon consultation with the governing Council of the MUNICIPALITY, shall determine the time of the day during which the patrol service shall be provided. The Sheriff may periodically change the times of patrol service, in order to enhance the effectiveness of the coverage.

The MUNICIPALITY hereby agrees to pay the COUNTY the sum of \$85,296.00 for all services provided hereunder by the Sheriff's Office during the term of this contract. Said sum is payable in four (4) equal installments of \$21,324.00, with the first installment due on the 31st day

of January 2026; and the remaining installments due on the 30th day of April 2026; the 31st day of July 2026; and the 31st day of October 2026.

10) This contract shall not alter the responsibility for the prosecution of offenses occurring within the MUNICIPALITY as is currently provided by law. Likewise, collection and distribution of fine monies shall be controlled in the manner provided by law.

11) This contract may be renewed for successive periods of one (1) year. Said renewal shall be accomplished in the following manner:

A) Not later than ninety (90) days prior to the expiration of the current contract, the COUNTY, through its County Sheriff, shall notify the MUNICIPALITY of its intention to renew. Said notification shall include notice of any increase in total contract costs.

B) Not later than thirty (30) days prior to the expiration of the current contract, the MUNICIPALITY shall notify the Sheriff of intention to renew and its acceptance of increased costs.

C) The renewal shall be officially approved by the parties' respective governing bodies prior to the expiration of the current contract.

12) The COUNTY, through its County Sheriff, or his designee, agrees to meet, from time to time, with the governing Council of the MUNICIPALITY. The purpose of said meetings shall be to make suggestions for the improvement in the implementation of this contract or for amendments hereto, provided, however, that no such suggestion or amendment shall be binding on either party until reduced to writing and duly signed by the parties. The time and place of any such meeting hereunder, shall be determined by the MUNICIPALITY with reasonable notice to the Sheriff.

13) For the purpose of this contract, the Sheriff and officers and deputies who are assigned responsibility for enforcing the MUNICIPALITY's ordinances are designated on a list which has been attached hereto, marked as Exhibit A and incorporated herein by this reference. As the personnel of the Sheriff's Office may change from time to time during the term of this contract, it is agreed that the Sheriff may amend said list by notifying the Clerk of the MUNICIPALITY in writing of any additions to, or deletions from, the list. Such changes shall be effective upon receipt by the Clerk, with said written notices being attached to, and becoming a part of, this contract.

14) It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

15) It is understood and agreed that neither party shall assign or transfer any rights or obligations under this contract without the prior written consent of the other party.

16) It is understood and agreed that this contract may be executed in counterparts, each of

which shall be deemed a duplicate original, but all of which together shall constitute one and the same instrument.

17) It is understood and agreed that the waiver by either party of a breach or violation of any provision of this contract shall not operate as or be construed to be a waiver of any subsequent breach thereof.

18) In the event that any of the provisions of this contract may be found to officially be contrary to law or void as against public policy or otherwise, such provisions shall either be modified to conform to law or considered severable with the remaining provisions hereof remaining in full force and effect.

IN WITNESS WHEREOF, the MUNICIPALITY, the City of Pomona, has caused this agreement to be signed by its Mayor and attested by its Clerk, and the COUNTY, Franklin County, has caused this agreement to be signed by the Franklin County Administrator, the Chairman of the Franklin County Board of Commissioners, and attested by the Clerk of the Board, and approved by the Franklin County Sheriff.

ATTEST:

CITY OF POMONA

COUNTY OF FRANKLIN

Marie Seneca, Mayor

Derek Brown, County Administrator

**Sabrina Meador, Chairman
Board of County Commissioners**

Jill Nicher, Clerk

Janet Paddock, County Clerk

(SEAL)

(SEAL)

APPROVAL:

**Jeffrey O. Richards
Franklin County Sheriff**

EXHIBIT A

(Amended January 14, 2026)

The following are the Commissioned Officers of the Franklin County Sheriff's Office for this contract year.

JEFFREY O. RICHARDS, Sheriff
KIEL LASSWELL, Undersheriff
BRIAN FERGUSON, Lieutenant
HUNTER DRYDEN, Sergeant
CASEY GILLMORE, Sergeant
TANNER HENDRICKSON, Sergeant
BRILEY RIVERS, Sergeant
JEREMI THOMPSON, Sergeant (Detective)
DWAYNE WOODS, Sergeant
BRANDON DAVENPORT, Corporal
MATTHEW GREINER, Corporal
WILLIAM "ERIC" HARGESHEIMER, Corporal (Detective)
EVAN MACKLIN, Corporal
JESSE VEGA, Corporal
JAYSON WISCOMBE, Corporal
ABIGAIL ADAMS, Deputy
COLE ALLEN, Deputy
HADYN BIELING, Deputy
KADEN CASTLEBERRY, Deputy
ASHLEY COLLINS, Deputy
BRADLEY COUCH, Deputy
CARSON DUNLAP, Deputy
AIDAN MICHEL, Deputy
JORDAN PACHECO, Deputy (Detective)
KYLE STOKES, Deputy
CLAY THOMPSON, Deputy (Detective)

TAMMY ALEXANDER, Lieutenant
MADISON GARNER, Sergeant
TOM HORSTICK, Deputy
DOUG McINTOSH, Deputy

KEVIN CARR, Deputy
ROBERT GEIST, Deputy
JASON HEDGES, Deputy
BRIAN JUNG, Deputy
SCOTT MOSHER, Deputy

MIIKA ANTILLA, Reserve Deputy
CANDIE CAMPBELL, Reserve Deputy
CHARLIE HOMER, Reserve Deputy
JAMES HARRELSON, Reserve Deputy
CRAIG WEHR, Reserve Deputy