

PUBLIC SAFETY SERVICE AGREEMENT

This agreement (the "Agreement") is made on the ____ day of _____ 2024 by and between the City of Westwood, Kansas, a Municipal Corporation (hereinafter "Westwood"), and the City of Westwood Hills, Kansas, a Municipal Corporation (hereinafter "Westwood Hills") (collectively referred to as "Cities").

WHEREAS, Westwood has provided basic police services to Westwood Hills pursuant to traditional past practices mutual aid, and pursuant to separate written agreements;

WHEREAS, the Cities have negotiated and desire to memorialize their agreement with respect to the provision of basic police services within a written document;

WHEREAS, in the opinion of the governing bodies of the Cities, it is to the mutual benefit and general welfare of the persons and properties of both municipalities to continue to cooperate and consolidate in the provision of basic police services by Westwood to Westwood Hills;

WHEREAS, this Agreement constitutes a contract between municipalities pursuant to K.S.A. 12-2908 to perform a governmental service, activity or undertaking which each party hereto is authorized by law to perform and accordingly shall not be regarded as an interlocal agreement under the provisions of K.S.A. 12-2901, et seq., and amendments thereto;

WHEREAS, the governing bodies of Westwood and Westwood Hills entered into an Interlocal Agreement between themselves on November 11, 2020 in substantially similar form as to now the obligations of those partners.

NOW THEREFORE, Westwood and Westwood Hills, in consideration of the above and foregoing, their mutual promises, and for other good and valuable consideration, have agreed, and by these presents do agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to memorialize the agreement between the parties with respect to Westwood's provision of police protection service to Westwood Hills and for compensation for Westwood's services.

2. **Services Provided.** Westwood will provide or will cause to be provided basic police services ("Services") to Westwood Hills. Without otherwise limiting the definition thereof, basic police services shall include routine patrol, traffic law enforcement, accident investigation and reports, initial response to the report of crimes committed within the City, and response to emergency calls for assistance.

Supplemental Services ("Supplemental Services"), including special and supplemental patrolling, shall be excluded from the definition of basic police services. To the extent requested by Westwood Hills, and subject to the availability of officers and equipment to provide such Supplemental Services, Westwood shall provide such Supplemental Services for Westwood

Hills, on a time and equipment usage basis at an hourly rate mutually agreed upon between the parties, Westwood shall account monthly to

Westwood Hills for such overtime enforcement showing the number of hours worked by its officers, the number of citations issued, the potential revenue to Westwood Hills and the cost of such enhanced enforcement or extra services for Westwood Hills. Westwood will budget for the provision of such Supplemental Services or otherwise account for such Supplemental Services so long as such Supplemental Services are being requested and paid for by Westwood Hills.

The Cities understand and agree that investigative services have historically been provided by the Johnson County Sheriff's Department and the parties anticipate that such investigative services shall continue to be provided by the Sheriff's Department during the term of this Agreement.

Costs associated with the provision of a court clerk for the docketing of traffic and other violations of the Westwood Hills' ordinances and codes; maintaining a system to record such violations and convictions and the required reporting therefore; and interfacing with the public in collecting fines and court costs for violations and accounting for such fines and court costs and depositing the amount collected in the bank account of Westwood Hills in a timely manner shall be included within the Services provided by Westwood under this Agreement. Costs associated with the provision of other court services including provision of the prosecutor, judge, defense attorney for indigent defendants for each City's respective municipal court and jail fees, are excluded from the Services provided under this Agreement. If Westwood Hills fails to provide such other court services, it is agreed that Westwood Hills' ordinances will not be enforced by Westwood. Similarly, the costs associated with animal control and crossing guard services are funded outside of this Agreement and are also excluded from the Services provided under this Agreement.

3. **Compensation.** Compensation for the basic police services provided under this Agreement shall be in the amount of \$187,450.00 per year for the calendar year 2025 to be paid by Westwood Hills to Westwood. Such annual payment shall be due and payable on a monthly basis following the submission of an invoice or bill from Westwood to Westwood Hills. The cost of Supplemental Services as provided for within paragraph 2 shall be in addition to this \$187,450.00 annual payment. Any Supplemental Services will be itemized and reflected on the monthly invoice or bill from Westwood. Any invoice or bill which is received by Westwood Hills by the 1st day of any month will be paid by the 30th day of that month. Any invoice or bill received after the 1st day of any month will be paid by the day of the following month.

4. **Performance of Police Services.** The Cities expressly agree as follows with respect to the police Services provided under this Agreement:

a. This Agreement and the duties and responsibilities within this Agreement do not detract from or place any restrictions upon any individual officer's exercise of discretion in the performance of his or her duties.

b. The duties and responsibilities within this Agreement are intended to create a contractual relationship between the Cities and such duties and responsibilities do not give rise to any duties or responsibilities to any third parties or any individuals or entities who are not a party to this Agreement.

c. This Agreement and the duties and responsibilities stated within this Agreement do not give rise to any special relationship or duty to any individual or entity that is not a party to this Agreement.

d. This Agreement and the duties and responsibilities stated within this Agreement do not impose any duty owed to any individual or entity who is not a party to this Agreement with respect to the enforcement of or the failure to enforce the law.

e. This Agreement is not intended to abrogate any of the privileges, immunities or other provisions, which are expressly reserved by the Cities, as stated within the Kansas Tort Claims Act, K.S.A. 75-6101, et seq.

f. This Agreement is not intended to abrogate any immunity held by individual officers who are providing Services or Supplemental Services pursuant to this Agreement, which immunities are expressly recognized and to the extent that such immunities can be reserved by the Cities, such immunities are expressly reserved.

g. This Agreement constitutes an express grant of authority by Westwood Hills to Westwood to engage in police protection services and law enforcement activities anywhere within the city limits of Westwood Hills to the same extent that officers employed by Westwood would be authorized to engage in similar police services within the city limits of Westwood, and to the extent necessary, the terms of this Agreement constitute a continuing request for assistance and a request for mutual aid from Westwood Hills to Westwood relating to the provision of police services within the city limits of Westwood Hills.

h. Nothing within this Agreement shall preclude Westwood from requesting assistance or referring any matter to another law enforcement agency.

5. **Officers As Employees of Westwood.** In providing police Services and Supplemental Services hereunder, the Police Department of Westwood, its officers, agents, employees, representatives, or independent contractors shall remain subject to the exclusive supervision and control of Westwood.

Accordingly, Westwood retains the exclusive right to direct the work of its employees performing work under the terms of this Agreement. The manner and method by which police Services and Supplemental Services are provided under this Agreement shall remain in the exclusive control of Westwood. Nothing in this Agreement shall be construed as creating an employment relationship between Westwood Hills and any officers and/or employees of Westwood providing police Services or Supplemental Services pursuant to the terms of this Agreement.

6. **Relationship of the Parties.** The method, means, manner, personnel and equipment by which police Services or Supplemental Services are provided under this Agreement shall remain in the exclusive control of Westwood. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a separate legal entity whether such entity may be an administrative entity, joint venture, partnership, formal or informal business association, or formal or informal organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

7. **Indemnification.** Westwood agrees to indemnify Westwood Hills and any official, employee, or representative of Westwood Hills and hold them and each of them harmless for any costs or liability incurred in connection with the provision of police Services or Supplemental Services under this Agreement, except that Westwood Hills agrees to indemnify Westwood and hold it harmless for any liability incurred in connection with the provision of any police Services or Supplemental Services under this Agreement only to the extent liability is attributed to the fault or negligence of Westwood Hills and said liability arises from a policy, practice, or directive of the City of Westwood Hills or any official, employee or representative of Westwood Hills. Westwood Hills' indemnification of Westwood shall not extend to other bases for liability, including, but not limited to, liability predicated upon any imputed or vicarious form of liability, or upon the fact that police Services or Supplemental Services took place within the city limits of the City of Westwood Hills, unless the basis for such liability arises from a policy, practice, or direction of Westwood Hills,

This indemnity obligation includes the obligation to defend or provide the cost of defense to the indemnitee provided that the indemnitee complies with the requirements of any applicable contract of insurance providing for the provision of a defense or for the cost of defense. Indemnitee will provide a written representation to the insurance provider indicating that indemnitee shall: (1) cooperate with the insurer in the investigation, settlement or defense of the claim or suit; (2) immediately send the insurer copies of any demands, notices, summonses or legal papers received in connection with the claim or suit; (3) notify any other insurer whose coverage is available to the indemnitee; (4) cooperate with the insurer with respect to coordinating

other applicable insurance available to the indemnitee; (5) provide the insurer with written authorization to obtain records and other information related to the claim or suit; and, (6) provide written authorization to the insurer to conduct and control the defense of the indemnitee in such claim or suit. Upon the assertion of any claim related in any way to the provision of police Services or Supplemental Services under this Agreement, the party who has received such claim shall promptly provide written notice of such claim to the other party.

8. **Insurance.** Westwood agrees to obtain law enforcement liability protection insurance coverage with limits of not less than \$1,000,000 for each wrongful act and not less than \$2,000,000 aggregate per occurrence, naming Westwood Hills as an additional insured on such policy of insurance. The cost of adding Westwood Hills as an additional insured shall be paid by Westwood Hills.

9. **Duration and Termination of Agreement.** This Agreement shall be effective from January 1, 2025 through December 31, 2025, at which time the Agreement shall be automatically renewable from year to year unless one party provides notice to the other party of their intent to terminate the Agreement. Any such notice of intent to terminate this Agreement shall be provided in writing between April 1st and June 1st for services to be rendered in the following calendar year to enable the parties to appropriately budget. Neither party shall assign this Agreement, and a purported assignment shall immediately terminate the Agreement.

10. **Default.** The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of the Agreement. Either party shall have thirty (30) days after receipt of written notice from the other party of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time, if corrective action is commenced within ten (10) days after receipt of the notice.

11. **Rights and Remedies.** In the event of any breach hereunder and after the lapse of the cure period as per Section 10 above the non-breaching party shall have all the rights and remedies available under the law. The rights and remedies of the parties hereto shall not be mutually exclusive but shall be cumulative in all respects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

12. **Governing Law, Jurisdiction and Venue.** All questions with respect to the construction of this Agreement and all rights and liabilities of the parties hereto shall be governed by the laws of the State of Kansas. The sole and exclusive venue for any legal action in any way premised upon the rights and responsibilities of the parties under this Agreement shall be within the District Court of Johnson County, Kansas. The parties do hereby stipulate to jurisdiction and venue within the District Court of Johnson County, Kansas.

13. **Notices.** Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed, postage prepaid, certified mail, in the United States mail addressed to the Mayor of the City to whom notice is being provided with copies to the City Clerk and City Attorney of such City.

14. **Cities Properly Authorized.** By executing this Agreement, each city certifies to the other that it has taken the necessary actions and is properly authorized to enter into this Agreement. The Cities mutually agree to do all acts necessary and proper to carry out the applicable provisions of this Agreement.

15. **General Provisions.**

a. **Severability.** In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

b. **Amendment.** This Agreement may be modified only by a writing signed by each of the parties hereto.

c. **Binding Effect.** To the extent permitted by law, this Agreement shall bind the parties and their respective successors and assigns.

d. **Captions.** The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

IN WITNESS WHEREOF, the Mayor of Westwood, Kansas, has signed this Agreement on behalf of the City of Westwood, and the Mayor of the City of Westwood Hills, Kansas, has signed this Agreement on behalf of the City of Westwood Hills, Kansas.

City of Westwood, Kansas

By: _____
David E. Waters, Mayor

ATTEST:

Abby Schneweis, City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

City of Westwood Hills, Kansas

By: _____
Rosemary Podrebarac, Mayor

ATTEST:

Beth O'Bryan, City Clerk

APPROVED AS TO FORM

Jim Orr, City Attorney