

## CONTRACT FOR CODE ENFORCEMENT SERVICES

This Contract for Codes Enforcement Services (the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2024, between the City of Roeland Park, Kansas, a municipal corporation (herein “Roeland Park”), and the City of Westwood, Kansas, a municipal corporation (herein “Westwood” or “City”).

**WHEREAS**, in the opinion of the governing bodies of Roeland Park and Westwood, it is to the mutual benefit and general welfare of the persons and properties of both municipalities to cooperate in the provision of codes enforcement and rental property inspection services for the two cities; and

**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;

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

**1. Services Provided.** Roeland Park shall provide codes enforcement and property inspection services to Westwood on an as-requested basis. Codes enforcement services shall include, but are not limited to: routine, or unscheduled/scheduled on-site inspections of specific, complaint-based structure/property issues, each with the goal of establishing consistent ordinance compliance among the structures/properties within the City. (Rental property inspection services are not included.) These efforts may also include the interpretation of ordinances and issues and may lead to the preparation of reports, meetings with neighbors, and/or meetings with the governing body/staff on an as-needed basis; provided, however, that any consultation with regard to the interpretation of City ordinances shall be with the Westwood City Administrator.

**2. Cost of Services.** Codes enforcement inspection services shall be performed by the Building Official, Building Inspector, or Code Enforcement Officer of the City of Roeland Park. For codes enforcement and property inspection services provided to Westwood, Westwood shall pay to Roeland Park an hourly rate equal to the actual hourly compensation cost and benefits of the staff performing the duties plus 15% for overhead. The 2024 hourly rate for Code Enforcement Officer hours is \$53.56. The 2025 hourly rate is \$55.75. These hourly rates will be adjusted periodically to reflect changes in compensation costs as they occur. Roeland Park shall notify Westwood of any change in compensation costs as soon as reasonably possible, but in no event less than 30 days prior to such change becoming effective.

**3. Employees of Roeland Park.** Notwithstanding anything to the contrary, the Building Official and/or Code Enforcement Officer of Roeland Park, and Roeland Park’s agents, employees, representatives, or independent contractors, shall remain subject to the exclusive supervision and control of the City Administrator of the City of Roeland Park, and shall be deemed

employees of Roeland Park at all times. However, the City Administrator of Westwood or his or her designee may give any person providing the services contemplated herein such information as is reasonably necessary to discharge the inspection and other services contemplated herein, and as further provided herein.

**4. Indemnification.** Roeland Park agrees to indemnify Westwood and any official, employee, or representative of Westwood, and hold them harmless for any costs or liability incurred in connection with the provision of services under this Agreement, except that Westwood agrees to indemnify Roeland Park and hold it harmless for any liability incurred in connection with the provision of any services under this Agreement only to the extent liability is attributed to the fault or negligence of Westwood and said liability arises from a policy, practice, or directive of the City of Westwood or any official, employee, or representative of Westwood. Westwood's indemnification of Roeland Park 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 services provided under this Agreement took place within the city limits of the City of Westwood, unless the basis for such liability lies within a policy, practice, or direction of Westwood. Notwithstanding the foregoing, the parties agree that neither party shall have the obligation to indemnify the other party for acts for which the other city would otherwise be immune under the Kansas Tort Claims Act (K.S.A. 75-6104, *et seq.*), and amendments thereto, nor will the indemnity obligations set forth herein act as a waiver of either city's protections under such provisions. Further, any liability of either city shall be subject to the liability limitations under K.S.A. 75-6105, and amendments thereto. Additionally, and notwithstanding anything set forth herein to the contrary, the parties specifically agree that the terms of this section, and the terms of this Agreement, shall be subject to and limited by the Kansas Cash Basis Law (K.S.A. 10-1101, *et seq.*), and amendments thereto, and the Kansas Budget Law (K.S.A. 75-2935, *et seq.*), and amendments thereto.

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 services under this Agreement, the party who has received such claim shall promptly provide written notice of such claim to the other party.

**5. Insurance.** Roeland Park agrees to obtain and maintain throughout the duration of this agreement, motor vehicle liability coverage, as well as comprehensive liability and property damage insurance coverage, with limits of not less than \$1,000,000 for each act and not less than

\$2,000,000 aggregate per occurrence, naming Westwood as an additional insured on such policy of insurance. The cost of adding Westwood as an additional insured shall be paid by Westwood. Roeland Park also agrees to maintain workers' compensation coverage for any Roeland Park employee operating under this agreement.

**6. Effective Date.** This agreement shall be effective upon approval and execution by both agencies and shall thereafter automatically renew annually with mutual consent of both parties; provided, however, that either party hereto shall have the right to cancel and annul this Agreement by giving sixty (60) days' advance written notice to the other party by certified mail. This Agreement may not be assigned by either party.

**7. Westwood' Responsibility.** Westwood shall be responsible for establishing and maintaining a budget to cover all anticipated expenses hereunder. It will also be responsible for passing along information on code violation complaints to Roeland Park Neighborhood Services staff and informing Roeland Park staff of any ordinances that would change Chapter 5 of the Westwood Code.

**8. Payment for Services.** Payment for services hereunder will be due after receipt by Westwood of an itemized invoice. Normally, if an invoice is received seven (7) days prior to a Westwood City Council meeting, payment will be made within seven (7) days thereafter. If an invoice remains unpaid 90 days after presentation, Roeland Park may decline to provide any further service under this Agreement until the delinquency is cured.

**9. 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.

**10. Rights and Remedies.** In the event of any breach hereunder and after the lapse of the cure period set forth in Section 9 above, the non-breaching party shall have all the rights and remedies available under the law or at equity. 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.

**11. 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 within the District Court of Johnson County, Kansas.

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

**13. 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.

**14. 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 of 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 Roeland Park, Kansas, has signed this agreement on behalf of the City of Roeland Park, Kansas, and the Mayor of the City of Westwood, Kansas has signed such agreement on behalf of the City of Westwood, Kansas.

**CITY OF ROELAND PARK, KANSAS**

**CITY OF WESTWOOD, KANSAS**

By: \_\_\_\_\_  
Michael Poppa, Mayor

By: \_\_\_\_\_  
David E. Waters, Mayor

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Kelley Neilsen, City Clerk

\_\_\_\_\_  
Abby Schneweis, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Steve Mauer, City Attorney

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ryan Denk, City Attorney

Date: \_\_\_\_\_