

**AGREEMENT PURSUANT TO K.S.A. 12-2908
BETWEEN THE CITY OF OLATHE, KANSAS
AND UNIFIED SCHOOL DISTRICT NO. 233, JOHNSON COUNTY, KANSAS
PROVIDING A POLICE RESOURCE INSTRUCTOR
FOR THE 21ST CENTURY PUBLIC SAFETY ACADEMY
FOR ACADEMIC YEAR 2025-2026**

THIS AGREEMENT is entered into this 1st day of August, 2025 between the City of Olathe, a municipal corporation, hereinafter referred to as "City" and Unified School District No. 233, Johnson County, Kansas, a political subdivision of the State of Kansas, hereinafter referred to as "School District" (collectively "Parties" and each individually a "Party") as follows:

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. Purpose of the Agreement.

- A. Each Party is a "municipality" as defined in K.S.A. 12-2908(a), and the Parties hereby agree that this Agreement is a contract for the performance by the City of a governmental service, activity, or undertaking which the City is authorized by law to perform.
- B. The purpose of this Agreement is to provide for the cooperation of the School District and the City in the planning, design and implementation of the 21st Century Public Safety Academy ("Academy") at Olathe West High School. This will consist of assigning a uniformed police officer, known as a Police Resource Instructor (PRI) and associated equipment to the Academy. The PRI's responsibilities are to provide police-related instruction as part of the Academy; help develop Academy curriculum and training; provide a variety of police-related educational opportunities to the school community; and provide a positive law enforcement presence. The PRI is not intended to serve as security personnel in the school or to enforce school disciplinary policies.
- C. The Agreement is intended to provide a PRI using a shared cost approach.
- D. The 2025-2026 academic year programs and services will include one (1) PRI who will be available for services to the School District. The PRI will be stationed at Olathe West High School. PRI services will be provided to the Academy on a daily basis while school is in session. PRI services will also be provided while school is not in session during summer break. During summer break, the PRI will be available for Academy-related activities, including developing Academy curriculum and training, and other mutually agreed upon events. The Parties acknowledge and agree that there will be occasions when the PRI will not be available due to training, illness, or other unforeseen personnel related issues.
- E. In the event this Agreement is automatically renewed for any additional two-year periods, the Parties agree to discuss the estimated program costs and prepare and execute a mutually agreeable written amendment to the

Agreement to establish the services and funding for the next two-year period. The amendment will be substantially in the form of Exhibit A.

2. Contractual Provisions. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this Agreement and made a part thereof as required by K.S.A. 72-1148. (Exhibit B)

3. Duration of Agreement. This Agreement shall be effective August 1, 2025, and shall remain in effect until July 31, 2026, and, subject to Section 1.E., shall automatically renew for an additional two years unless notice of non-renewal or revision is given by either party before July 1, 2025. In accordance with K.S.A. 10-1101 et seq. (Cash-Basis Law), if, for whatever reason, adequate funding is not made available by City to support or justify continuation of the work under this Agreement, City may terminate or reduce the amount of work to be provided under this Agreement.

4. Termination of Agreement and Notice. This Agreement may be terminated without cause by either Party upon thirty (30) days prior written notice. Notice of termination must be provided in writing by both email and U.S. mail to the other Party as follows:

City of Olathe
Attn: Police Chief
501 E. Highway 56
Olathe, KS 66061
mbutaud@olatheks.org

School District
Attn: Superintendent
14160 Black Bob Road
P.O. Box 2000
Olathe, KS 66063
jhutchison@olatheschool.org

5. Relationship of the Parties. For the purposes of this Agreement, the relationship between the School District and the assigned police officers shall be that of an independent contractor. The police officers assigned to the School District are employees of the City and shall be subject to its sole control and supervision. The assigned officers will be subject to current procedures in effect for City's police officers, including attendance at all mandated training and testing to maintain state peace officer certification. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or 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. Further, the Parties agree that no person supplied by the School District to accomplish the goals of this Agreement is a City employee and that no rights under City retirement or personnel rules accrue to such person. The Parties agree that no person supplied by the City to accomplish the goals of this Agreement is a School District employee and that no rights under any School District retirement, personnel policies, or rules accrue to such person.

6. Consideration. In consideration for the assignment of the PRI to work with the School District as provided herein, the School District and the City agree to provide the following funding:

- A. City Fiscal Year 2025: Total estimated program costs for one (1) PRI for the 2025-2026 school year is \$135,320.74. The 2025 estimated costs figure includes a police officer percent-based salary adjustment of four-point three two percent (4.32%) or a four percent (4%) yearly lump sum adjustment. The School District agrees to pay the City seventy-five percent (75%) of program

costs for one (1) PRI, or \$101,490.55. The City agrees to pay twenty-five percent (25%) of the program costs for one (1) PRI, or \$33,830.18.

- B. The PRI will be called upon to perform after-hours activities. These occasions will be mutually agreed upon by the City's Police Department and the School District. These hours will be billed to the School District at a current rate of \$69.30 per hour worked. In return, the School District will reimburse the City for these occasions.

7. Billing. In the interest of working with two separate budget cycles, invoicing for the services provided during an academic year will occur twice per academic year. Each invoice will be for 37.5% of the total estimated program costs. The first invoice will be due by the end of December and the second and final invoice will be due by the end of May. Each Party must maintain for at least two (2) years the Party's records related to the services and expenditures related to this Agreement.

8. Responsibilities.

A. The City shall be responsible for the following:

- (1) Recruit, train, and assign certified law enforcement officers to serve in the school as a PRI.
- (2) Appoint the PRI, with such appointment to be made by the Chief of Police.
- (3) Assign the PRI to serve when school is in session, except on days the officer is absent due to illness or police department requirements approved by the Chief of Police or his or her designee.
- (4) Evaluate the PRI through a Police Department SRO supervisor. This evaluation is to include observation of PRI in the general school instructional setting.
- (5) Provide a regular liaison with 21st Century Academy-Public Safety Facilitator and administrators in school.
- (6) Provide all police equipment, automobiles, uniforms, and law enforcement supplies, including a computer for the PRI to keep at the office provided per Section 8(B)(5), and work together with the School District on the maintenance and upgrading of these systems in an attempt to make them compatible with City and the City's Police Department operating systems.

B. The School District shall be responsible for the following:

- (1) Participate with the City's Police Department in providing training for the PRI through development of an orientation program and occasional in-service training opportunities.
- (2) Evaluate the PRI's classroom presentations.

- (3) Provide a regular liaison to coordinate the Academy program (21st Century Academy-Public Safety Facilitator) with the City's Police Department.
- (4) Participate with the City in annual evaluation of the PRI.
- (5) Provide office space and basic office supplies for the PRI.
- (6) Provide up-to-date operating software and School District network systems for installation on the PRI computer provided per Section 8.A(6).
- (7) Provide adequate informational and technical support for PRI computer installation in cooperation with informational and technical support interests representing the City and the City's Police Department, and work together with the City and City's Police Department on the maintenance and upgrading of these systems in an attempt to make them compatible with City and the City's Police Department operating systems.

C. Both the City and the School District shall provide administrative support for the program.

9. Indemnification. Subject to the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, City agrees to defend, indemnify and hold School District, its board members, agents, employees and volunteers harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorney's fees, arising out of or in any way connected with City's negligent performance of this Agreement, including negligent or other wrongful acts by the PRI. City assumes worker's compensation liability for injury or death of the PRI and other City employees provided to the School District pursuant to this Agreement

10. No Third-Party Beneficiary. This Agreement, including, but not limited to, the indemnification provision in Paragraph 9, is for the benefit of the parties only and does not create, nor is it intended to create, any benefit or liability to third parties.

11. Miscellaneous. The PRI shall comply with all applicable federal, state and city laws and ordinances, as well as School District policies, in the performance of PRI duties under this Agreement.

[Remainder of page left intentionally blank]

BY: THE UNIFIED SCHOOL DISTRICT, NO. 233, JOHNSON COUNTY, KANSAS

John Hutchison, Deputy Superintendent


BY: CITY OF OLATHE, KANSAS

John Bacon, Mayor

ATTEST: (SEAL)

Brenda D. Swearingian, City Clerk

APPROVED AS TO FORM:



Aubrey Sample, Public Safety Legal Advisor

EXHIBIT A

**AMENDMENT NO. ____
TO
AGREEMENT PURSUANT TO K.S.A. 12-2908
BETWEEN THE CITY OF OLATHE, KANSAS
AND UNIFIED SCHOOL DISTRICT NO. 233, JOHNSON COUNTY, KANSAS
PROVIDING A 21ST CENTURY PUBLIC SAFETY ACADEMY INSTRUCTOR
FOR ACADEMIC YEAR ____ - ____ AND ACADEMIC YEAR ____ - ____**

THIS AMENDMENT is entered into this ____ day of _____, 20____ between the City of Olathe, a municipal corporation, hereinafter referred to as "City" and Unified School District No. 233, Johnson County, Kansas, a political subdivision of the State of Kansas, hereinafter referred to as "School District" (collectively "Parties" and each individually a "Party") as follows:

1. On _____, the Parties entered into an Agreement Pursuant To K.S.A. 12-2908 Between The City Of Olathe, Kansas And Unified School District No. 233, Johnson County, Kansas Providing School A 21st Century Public Safety Academy Instructor For Academic Year 2025-2026 ("Agreement")

2. Pursuant to Section 3 of the Agreement, the Agreement has automatically renewed for another two-year term.

3. Pursuant to Section 1.E. of the Agreement, the Parties agree to the following Purpose:

The ____ - ____ academic year programs and services will include having one (1) PRI who will be available for services to the School District. The PRI will be stationed at Olathe West High School. PRI services will be the Academy on a daily basis while school is in session. PRI services will also be provided while school is not in session during summer break. During summer break, the PRI will be available for Academy-related activities, including developing Academy curriculum and training, and other mutually agreed upon events. The Parties acknowledge and agree that there will be occasions when the PRI will not be available due to training, illness, or other unforeseen personnel related issues.

4. Pursuant to Section 1.E. of the Agreement, the Parties agree to the following Consideration:

In consideration for the assignment of the PRI to work with the School District as provided herein, the School District and the City agree to provide the following funding:

- A. City Fiscal Year **[YEAR]**: Total estimated program costs for one (1) PRI for the ____ - ____ school year is \$ _____. The **[YEAR]** estimated costs figure includes a police officer percent-based

salary adjustment of four-point three two percent (4.32%) or a four percent (4%) yearly lump sum adjustment. The School District agrees to pay the City seventy-five percent (75%) of program costs for one (1) PRI, or \$ _____. The City agrees to pay twenty-five percent (25%) of the program costs for one (1) PRI, or \$ _____.

B. City Fiscal Year [YEAR]: Total estimated program costs for one (1) PRI for the _____ - _____ school year is \$ _____. The [YEAR] estimated costs figure includes a police officer percent-based salary adjustment of four-point three two percent (4.32%) or a four percent (4%) yearly lump sum adjustment. The School District agrees to pay the City seventy-five percent (75%) of program costs for one (1) PRI, or \$ _____. The City agrees to pay twenty-five percent (25%) of the program costs for one (1) PRI, or \$ _____.

C. The PRI will be called upon to perform after-hours activities. These occasions will be mutually agreed upon by the City's Police Department and the School District. These hours will be billed to the School District at a current rate of \$[RATE] per hour worked. In return, the School District will reimburse the City for these occasions.

5. All remaining terms of the Agreement remain in full force and effect.

BY: THE UNIFIED SCHOOL DISTRICT, NO. 233, JOHNSON COUNTY, KANSAS

John Hutchison, Deputy Superintendent

BY: CITY OF OLATHE, KANSAS

John Bacon, Mayor

ATTEST:

(SEAL)

Brenda D. Swearingian, City Clerk

APPROVED AS TO FORM:

Aubrey Sample, Public Safety Legal Advisor

EXHIBIT B
CONTRACTUAL PROVISIONS ATTACHMENT

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.