

**AGREEMENT PURSUANT TO K.S.A. 12-2908  
BETWEEN THE CITY OF OLATHE, KANSAS  
AND KANSAS SCHOOL FOR THE DEAF, JOHNSON COUNTY, KANSAS  
PROVIDING SCHOOL RESOURCE OFFICER  
FOR ACADEMIC YEAR 2023-2024  
AND ACADEMIC YEAR 2024-2025**

**THIS AGREEMENT** is entered into this 1<sup>st</sup> day of August, 2023 between the City of Olathe, a municipal corporation, hereinafter referred to as "City" and Kansas School for the Deaf, Johnson County, Kansas, a political subdivision of the State of Kansas, hereinafter referred to as "School" (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 and the City in the planning, design and implementation of a School Resource Officer Program. This program will consist of assigning a uniformed police officer, known as a School Resource Officer (SRO) and associated equipment within the school. The SRO responsibilities are to provide law enforcement at the school; provide a variety of educational opportunities to the school community; provide informal information and advice to students and parents; and provide a positive law enforcement presence in the school community. The SRO will enforce infractions of both traffic and criminal law. The SRO is not intended to serve as security personnel in the school or to enforce school disciplinary policies.
  - C. The Agreement is intended to provide an SRO using a shared cost approach.
  - D. The 2023-2024 and 2024-2025 academic year programs and services will include one (1) full-time SRO who will be available for SRO services to the School. The SRO will be stationed at the school facility. SRO services will be provided to the School on a daily basis. The Parties acknowledge and agree that there will be occasions when the SRO will not be available at the School 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 1.

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. (Attachment 1)

3. Duration of Agreement. This Agreement shall be effective August 1, 2023, and shall remain in effect until July 31, 2025, 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 the Olathe City Council should decide not to provide funding for this activity, the City would not be obligated to provide services.

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](mailto:mbutaud@olatheks.org)

Kansas School of the Deaf  
Attn: Superintendent  
450 E. Park Street  
Olathe, KS 66061  
[lbarron@kssdb.org](mailto:lbarron@kssdb.org)

5. Relationship of the Parties. For the purposes of this Agreement, the relationship between the School on the one hand and the City and the assigned police officer on the other hand shall be that of an independent contractor. The police officer assigned to the School shall be considered to be employees of the City and shall be subject to its sole control and supervision. The assigned officer 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. The parties agree that no person supplied by the School 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 employee and that no rights under any School retirement, personnel policies, or rules accrue to such persons.

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

- A. City Fiscal Year 2023: Total program costs for one (1) SRO and for the 2023-2024 school year is **\$120,806.40**. The 2023 cost 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 agrees to pay the City of Olathe one hundred percent (100%) of program costs for one (1) SRO at **\$120,806.40**.
- B. City Fiscal Year 2024: Total program costs for one (1) SRO and for the 2024-2025 school year is **\$120,806.40**. The 2024 cost 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 agrees to pay the City of Olathe one hundred percent (100%) of program costs for one (1) SRO estimated at **\$120,806.40**.

- C. The SRO will be called upon to perform after-hours activities. These occasions, including the security duties at specified school events, will be mutually agreed upon by the City's Police Department and the School. These hours will be covered by the City at a current rate of **\$66.64** per hour worked.

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 50% 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 schools.
- (2) Appoint the SRO, and such appointments will be made by the Chief of Police.
- (3) Assign the SRO to serve when school is in session, except on days an officer is absent due to illness or police department requirements approved by the Chief of Police or his or her designee.
- (4) Evaluate the SRO through the School Resource Officer Unit Supervisors. This evaluation is to include observation of the SRO in the general school setting, as well as in the performance of general law enforcement duties and responsibilities.
- (5) Provide a regular liaison with administrators in the school.
- (6) Participate with the School's annual evaluations of the School Resource Officer Program.
- (7) Apply for and administer any grants to offset start up and annual operating costs of the School Resource Officer Program.
- (8) Provide all police equipment, automobiles, uniforms, and law enforcement supplies, including computers for the SRO to keep at the offices provided per Section 8.B(6).

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

- (1) Participate with the City's Police Department in providing training for the SRO through development of an orientation program and occasional in-service training opportunities.
- (2) Evaluate each SRO's classroom presentations.
- (3) Provide a regular liaison to coordinate the program with the City's Police Department.
- (4) Participate with the City in annual evaluations of the School Resource Officer Program.
- (5) Apply for and administer any grants to offset the annual operating costs of the School Resource Officer Program, if any.
- (6) Provide office space and basic office supplies for each SRO.

9. Indemnification. Subject to the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, City agrees to defend, indemnify and hold the School, 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 SRO. City assumes worker's compensation liability for injury or death of the SRO and other City employees provided to the School 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 SRO and supervisors shall comply with all applicable federal, state and city laws and ordinances, as well as School policies, in the performance of their duties under this Agreement.

[Remainder of page left intentionally blank]

**BY: THE SCHOOL OF THE DEAF, JOHNSON COUNTY, KANSAS**

Luanne Barron  
Luanne Barron, Superintendent

**BY: CITY OF OLATHE, KANSAS**

John W Bacon  
John W Bacon (Aug 2, 2023 08:43 CDT)  
John Bacon, Mayor

ATTEST:

Brenda D. Swearingian  
Brenda D. Swearingian, City Clerk



APPROVED AS TO FORM:

Robert J. Gallimore  
Assistant City Attorney