

DRAFT-Not Final

PUBLIC SAFETY SERVICES AGREEMENT

This Public Safety Services Agreement (the “Agreement”) is entered into by and between the City of Glendale, Missouri (“Glendale”), and the City of Warson Woods, Missouri (“Warson Woods”) (collectively, the “Cities”), as of this __ day of _____, 2021.

WHEREAS, by the provisions of Section 70.210 to 70.320 of the Revised Statutes of Missouri, municipalities may contract and cooperate with each other for a common service, and by the provisions of Sections 71.370 to 71.390, they may expressly contract for fire protection; and

WHEREAS, Glendale has organized and fully equipped Fire and Police Departments manned, respectively, by a force of full-time paid firefighters and police officers; and

WHEREAS, pursuant to a Fire Protection and Law Enforcement Services Agreement, dated March 03, 2014 (the “Prior Agreement”), Glendale has provided to Warson Woods the services of the Fire Department of the City of Glendale for fighting, controlling and preventing fires and providing emergency medical service (EMS) within the corporate limits of Warson Woods, certain law enforcement services during over-night hours within the corporate limits of Warson Woods, and emergency dispatch services for police and fire services within the corporate limits of Warson Woods; and

WHEREAS, Warson Woods desires to have Glendale continue to provide firefighting, EMS, ambulance and emergency dispatching services to Warson Woods, but also for Glendale to provide high-level, accredited, professional policing services on a 24 hours / 7 days per week basis to Warson Woods within the corporate limits of Warson Woods commencing on the Effective Date specified below;

WHEREAS, the Cities intend that the addition of policing services to the public safety services that Glendale shall provide to and for the benefit of Warson Woods, including, without limitation the hiring of Warson Woods’ current police officers and the maintaining of certain satellite offices within Warson Woods, shall reflect an intent of the Cities to form a partnership for the providing of law enforcement and policing services within the combined corporate limits of Glendale and Warson Woods;

WHEREAS, the Cities desire to enter into a new comprehensive Agreement to address Glendale’s providing of complete public safety services, including (1) fire protection and emergency medical service (EMS), (2) law enforcement, and (3) ambulance services (the “Services” or individually, “Service”), to Warson Woods; and

WHEREAS, this Agreement has been approved by the Mayor and a majority of the Board of Aldermen of Warson Woods by Ordinance No. _____ and by the Mayor and a majority of the Board of Aldermen of Glendale by Ordinance No. _____.

NOW, THEREFORE, FOR THE CONSIDERATION SET FORTH HEREIN, WARSON WOODS AND GLENDALE AGREE AS FOLLOWS:

DRAFT-Not Final

1. FIRE AND EMS SERVICES:

- a. Warson Woods hereby contracts with Glendale for the services of the Glendale Fire Department for fighting, controlling, and preventing fires and for emergency medical service within the corporate limits of Warson Woods in the same manner as provided by the Glendale Fire Department in Glendale.
- b. The Fire Department of Glendale shall, upon call from any official, employee, business or resident of Warson Woods respond to and answer any alarm or call and render to Warson Woods or its citizens firefighting services and emergency medical technician services (including but not limited to basic first aid, cardiopulmonary resuscitation, esophageal oral airway treatment, hazardous materials treatment and automatic external defibrillator treatment) to the fullest extent that equipment and personnel are available.
- c. The Chief or some other officer or member of the Glendale Fire Department shall make inspections of all fire hydrants within the corporate limits of Warson Woods once per year and at any other time upon the request of Warson Woods, and such an individual shall see that such fire hydrants are at all times in good working order and ready to use.
- d. When the Fire Department of Glendale responds to an alarm or call in Warson Woods, it shall, during the entire time that the equipment is being used and personnel are on official duty in Warson Woods pursuant to this Agreement, be under the exclusive command and control of the Chief or any other authorized officer of the Glendale Fire Department; provided, however, during the entire time the Glendale Fire Department is within the corporate limits of Warson Woods pursuant to this Agreement, shall for all other purposes, including the application of the laws and ordinances of Warson Woods and the laws of the State of Missouri, be considered the Fire Department of Warson Woods, operating for the benefit of the citizens of Warson Woods and shall hold the same rights to sovereign immunity as Warson Woods would hold if it were directly providing fire protection in such case. However, Warson Woods does not in any way indemnify or release Glendale from any claim that may arise out of the performance of this Agreement.

2. GLENDALE AND WARSON WOODS POLICE SERVICES PARTNERSHIP:

- a. Warson Woods hereby contracts with Glendale for Glendale to provide full policing and law enforcement services within the corporate limits of Warson Woods under the terms and conditions set forth in this Agreement.
- b. The Glendale Police Department (the “Police Department”) shall provide to Warson Woods, upon call from any official, employee, business, or resident of Warson Woods police services including, but not be limited to:
 - Respond to and answer any alarm or call and render to Warson Woods or its citizens law enforcement services to the fullest extent that equipment and personnel are available
 - Routine and preventive patrols of all residential and business areas
 - Frequent and extra patrols when requested

DRAFT-Not Final

- Routine business checks
- Residential vacation checks when requested
- Traffic and speed enforcement including providing testimony and evidence at Warson Woods Municipal Court when requested by the prosecutor
- Enforcement of Warson Woods Municipal Criminal Code
- Traffic surveys using a portable speed display monitor/trailer when requested and/or when applicable
- Investigative services and conduct follow-up investigations as deemed appropriate
- Community and public relations activities as requested (i.e., speaking at schools, churches, business, or other organizations)
- Police services and security at community events (Board of Aldermen Meetings, Municipal Court proceedings, City Festivals and/or Celebrations) and other events as requested by Warson Woods' Administration
- POST certified training and instruction (Firearms, Taser, BAC, SFST, CIT, CDRT & MACTAC) to ensure all police officers are well trained and meet the requirements of Missouri State Statutes
- CERT (Community Emergency Response Team) training & instruction when applicable
- Providing residents with a Police Ride-Along Program upon request
- Providing tours of the Fire and Police Department in Glendale City Hall upon request
- Coordinating Neighborhood Watch Programs when applicable
- Assisting public works personnel with road and bridge closures/ markings and other emergency services needed due to natural disasters or events (floods, tornados, ice/ snowstorms, thunderstorms, etc.) that impact public roads and serve as a physical or safety hazard to the public.
- Actively patrolling city parks and facilities, enforcing opening/ closing hours and other city rules/ regulations governing use of public areas, locking, and unlocking public use areas, monitoring city video/ audio security systems, notifying a designated Warson Woods city employee (as necessary) regarding issues requiring attention (e.g., court light malfunction, damage/ vandalism, power outages, damaged roads/ bridges/ sidewalks, etc.).
- Assisting Warson Woods code enforcement employee as required with nuisance properties and other issues where there is a need for a law enforcement presence in providing an official city notice and/or inspection as allowed by city or state statute or ordinance.
- Attendance at Warson Woods Board of Aldermen meetings by the Glendale Police Chief and/or Police Captain, and, as needed or requested the City Administrator.
- Responsible for the recording, including maintenance and processing of criminal and non-criminal police reports; a police reporting service; code and enter all police reports; National Incident Based Reporting System; Missouri Incident Based Reporting System; provide access to REJIS information and traffic ticket processing; record retention in compliance with state law and

DRAFT-Not Final

regulations; and serve as Custodian of Records for Warson Woods for police record requests pursuant to Section 610.100 RSMo., et seq.

- Providing access to police records for incidents occurring in Warson Woods to Warson Woods' Administration as legally permissible.
 - Provide monthly crime reports pertaining specifically to Warson Woods as well as a detailed annual report.
 - In accordance Chapter 44 of Title 18, United States Code, section 926C, the Police Department shall permit qualified retired law enforcement officers of the Warson Woods Police Department to qualify to be eligible to carry a concealed firearm within the limitations of the Law Officer's Safety Act of 2010 in the same manner as retired law enforcement officers of the Police Department.
- c. Subject to the needs for emergency police response, when three or more police officers are on duty, an officer will be assigned to regularly patrol Warson Woods only, and when two police officers are on duty, an officer will be assigned to regularly patrol Warson Woods and a portion of northern Glendale.
- d. Within 60 days of the effective date of this Agreement, the Police Department shall identify on all marked police vehicles and on its business cards that it provides policing services for Glendale and Warson Woods. A general depiction of how the marked police vehicles will identify the Cities is attached hereto as Exhibit A.
- e. At all times, the Police Department will remain in compliance with St. Louis Area Police Chief's Association's "Law Enforcement Best Practices Agreement" including working diligently toward obtaining certification by the Missouri Police Chief's Association or other accredited organization before December 31, 2023.

3. AMBULANCE SERVICES:

- a. Warson Woods hereby contracts with Glendale for emergency ambulance services on behalf of Warson Woods for all such services that originate within the corporate limits of Warson Woods in the same manner as provided in Glendale. Glendale and Warson Woods recognize that Glendale has entered into a certain Agreement for Police, Emergency Medical Service (EMS) and Fire Dispatching Services, and Ambulance Service (the "Kirkwood Agreement") with the City of Kirkwood, Missouri ("Kirkwood"), which includes an obligation of Kirkwood to provide emergency ambulance services within the corporate limits of Warson Woods, and that Glendale's performance of its obligations to provide ambulance services under this Agreement may be performed by Kirkwood pursuant to the Kirkwood Agreement.
- b. Glendale, whether directly or by Kirkwood pursuant to the Kirkwood Agreement, shall provide ambulance services to Warson Woods at the Advanced Life Support (ALS) level. Glendale shall respond to a request for ambulance services with no less than two (2) personnel and at least one (1) such personnel shall be an Emergency Medical Technician-Paramedic (EMT-P) to the fullest extent that equipment and personnel are available.
- c. The Cities recognize that pursuant to the Kirkwood Agreement, Kirkwood shall have the right to the funds it receives for service billings and collections resulting

DRAFT-Not Final

from the ambulance services Kirkwood renders, including but not limited to, billings to insurance companies, GEMT Program, Medicare, Medicaid and individuals who receive services pursuant to this Agreement, and Kirkwood shall be responsible for assessing, billing and collecting all costs and payments associated with ambulance services provided pursuant to this Agreement utilizing the same fee schedule and terms used for residents of Kirkwood.

4. EFFECTIVE DATE, TERM AND CANCELTION.

- a. Glendale has been providing fire, EMS, ambulance, and emergency dispatching services to Warson Woods on a year-to-year extension of the Prior Agreement. Glendale shall begin providing all services under this Agreement at 00.00:01 hours on July 1, 2021 (“Effective Date”) and, unless cancelled earlier as provided herein, end such services as 23:59:59 hours on June 30, 2026 (the “Term”). The Prior Agreement between Glendale and Warson Woods shall terminate on the Effective Date of this Agreement.
- b. Notwithstanding anything to the contrary herein, either City may, in its sole discretion, terminate this Agreement or terminate any Service under this Agreement, to be effective as of 23:59:59 hours on any June 30 during the Term hereof, provided that such City provides written notice to the other City of its intent to terminate no later than the January 1st immediately preceding the cancellation date. If only certain Services are terminated, the remaining Services shall continue at the rates and terms set forth in Section 5 below.
- c. If at any time during the term of this Agreement Glendale intends to stop directly providing some or all of the public safety services to Warson Woods as provided in this Agreement, then Glendale shall first hold a meeting to consult with Warson Woods on planned changes and to address any possible practicable and reasonable accommodations for the public safety needs of Warson Woods.
- d. If at any time during the term of this Agreement Glendale stops providing firefighting services and emergency medical technician services within the City of Glendale, or the City of Glendale Fire Department ceases to operate as a separate municipal fire department, or the City of Glendale Police Department ceases to operate as a separate municipal police department then this Agreement, or the applicable portions of this Agreement, shall terminate following a minimum of ninety (90) days advance written notice to Warson Woods of such termination date. Upon the termination in whole of this Agreement, no further payments shall be due by Warson Woods and no reimbursement would be due from Glendale. Should Glendale decide to enter negotiations with another political subdivision regarding consolidation of police/ fire/ public safety services that would directly affect any of the services described in this Agreement, Warson Woods must be notified within 30 days of these negotiations and be provided the opportunity to continue to participate or opt-out of such services if they are consolidated with another political subdivision.
- e. In the event Glendale or Kirkwood provide notice of intent to cancel all or a part of the Kirkwood Agreement with respect to the providing of emergency dispatching

DRAFT-Not Final

services or ambulance services, the obligation of Glendale to provide such services under this Agreement shall remain and Glendale shall make alternate arrangements for the providing of such emergency dispatching or ambulance services as emergency dispatching and ambulance services are integral to operation of the Public Safety Services provided hereunder.

- f. If not previously terminated and if neither City has provided at least a six-month notice prior to the expiration of the Term of its intent not to renew this Agreement, this Agreement shall renew for an additional five (5) year term (“Renewal Term”), subject to the following:

On July 1, 2026, and July 1 of each subsequent year during the Renewal Term of this Agreement, the Annual Service Charges set forth in Paragraph 5.a.I (Police Service Charges) and 5.a.II (Fire/EMS/Ambulance Service Charges), will be adjusted upward by 3.5% respectively. In addition, the Service Charges during each year of the Renewal Term shall include a police equipment fee to offset costs of additional police vehicles, radios, laptop computers, and other equipment placed in such vehicles. The police equipment fee shall be levied at \$7,000 in the first year of the Renewal Term and adjusted upward by 3.5% annually thereafter.

5. ANNUAL SERVICE CHARGES

- a. Subject to the adjustments required under Section 5(a)(II)(ii) herein, Warson Woods agrees to pay Glendale as full compensation for the public safety services described herein the following annual service charges:

- I. Police Service Charges: The Police Service Charges include, without limitation, the costs incurred by Glendale in employing four additional police officers from the Effective Date of this Agreement through June 30, 2024, and a reduction to only three additional officers beyond its current staffing starting as of July 1, 2024, Glendale’s miscellaneous hard costs, including vehicle fuel and maintenance, REJIS and other technology costs, currently estimated at \$15,000 annually, the cost of adding an additional sergeant position, estimated to be \$11,500 annually, and an administrative leadership fee of \$60,000, which includes all costs and time associated with administration of the expanded area by Glendale’s Police Chief, Police Captain, Finance Officer, and City Administrator.

- i. Year One (July 1, 2021, to June 30, 2022) - \$441,000*
- ii. Year Two (July 1, 2022, to June 30, 2023) - \$465,000*
- iii. Year Three (July 1, 2023, to June 30, 2024) - \$489,000*
- iv. Year Four (July 1, 2024, to June 30, 2025) - \$398,000
- v. Year Five (July 1, 2025, to June 30, 2026) - \$415,000

* Adjustment to Police Service Charges—First Three Years. The above-referenced Police Service Charges are subject to a downward adjustment in

DRAFT-Not Final

the following circumstances. If all four (4) Warson Woods officers are not employed initially, or if all four (4) Warson Woods officers are employed and if at any point during the first three years of this Agreement, the number of police officers decreases for a period of 90 days or more to fourteen (14) officers or less, then the Service Charges for Year One, Year Two and Year Three, as applicable, shall be adjusted as follows:

Year One (July 1, 2021, to June 30, 2022) - \$352,465

Year Two (July 1, 2022, to June 30, 2023) – \$370,726

Year Three (July 1, 2023, to June 30, 2024) – \$388,469

II. Fire/EMS/Ambulance Service Charges:

- i. Year One (July 1, 2021, to June 30, 2022) – \$229,095.36.
- ii. Years Two, Three, Four and Five (July 1st to June 30th) – On July 1, 2022, and July 1 of each subsequent year during the term of this Agreement and each subsequent agreement, the annual service charge to Warson Woods for Fire, EMS and Ambulance services, which include all of the services provided by Glendale to Warson Woods under the Prior Agreement, will be adjusted upward or downward from \$229,095.36, based on the percentage of change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the St. Louis Metropolitan Area published by the U.S. Bureau of Labor Statistics (the “Index”) for each such December 31 as compared to the Index as of December 31, 2021 as published in February, 2022 and subsequent years determined as of December 31 of the prior year as published in February of the year in which the calculation is being made. In the event the adjusted annual service charge cannot be determined by July 1 of any year, Warson Woods will continue to pay the annual service charge from the previous year until the adjustment is determined, at which time, such adjusted annual service charge shall be retroactive to July 1 of the year of the adjustment. If the retroactively adjusted annual service charge results in Warson Woods owing Glendale any amount, such amount shall be due from Warson Woods on the payment date following the adjustment, and if the retroactively adjusted annual service charge results in Glendale owing Warson Woods any amount, Glendale shall reimburse or issue a credit to Warson Woods for such amount on the payment date following the adjustment.

III. Police Equipment Charges: During each year of this Agreement, Warson Woods shall pay to Glendale a police equipment fee of \$7,000 to offset anticipated costs of additional police vehicles, radios, laptop computers and other equipment placed in such vehicles. Provided, however, due to Warson Woods’s agreement to transfer the 2021 police vehicle to Glendale as of the Effective Date of this Agreement, Warson Woods shall be entitled to a \$7,000 credit against the \$7,000 police equipment fee for the first five years of this Agreement.

DRAFT-Not Final

The aggregate annual service charges, including the Police Service Charges, the Fire/EMS/Ambulance Service Charges, and the Police Equipment Charges, shall be payable in monthly installments equal to one-twelfth of the aggregate annual service charges each on the Wednesday following the third Tuesday of each month for services for that month.

6. In case of loss or damage to the equipment or property of the Glendale Fire or Police Departments while performing public safety services within Warson Woods, such loss or damage shall be borne by Glendale.
7. Glendale shall further directly or through a contract with one or more entities provide the following public safety services to Warson Woods:
 - a. Full-time (24-hour per day) radio dispatching services for the police, EMS and for fire protection services provided under this Agreement, which dispatching services shall include, but not be limited to, E-911 telephone operator services for any calls received from or involving residents of or property in Warson Woods and fire and security alarm monitoring services for or involving residents of or property in Warson Woods;
 - b. Jail cells within Glendale or Kirkwood Police Department facilities for incarceration of individuals in the custody of the Glendale Police Department who have been arrested or taken into custody from Warson Woods; including providing all necessary food and/or supplies for any such individuals incarcerated in the Glendale or Kirkwood jail cells provided hereunder; and
 - c. Regional Justice Information Service (“REJIS”) access and usage, including 24-hour per day access to all criminal records available through REJIS.
 - d. Public Records access and retention services as applicable to all services provided in this Agreement in compliance with Chapter 610 RSMo., and Chapter 109 RSMo.
8. Upon the Effective Date of this Agreement, provided each officer has submitted a full and complete application for employment to Glendale, and has completed a physical examination, drug screen and background check, Glendale shall employ the five full-time police officers currently employed by Warson Woods, but excluding the Warson Woods Police Chief, as new full-time employees of Glendale. Such employment will be subject to the regular terms and conditions, and with the regular benefits enjoyed by all other new employees of Glendale except that such officers will be credited with the first three sick days that they will accrue and will be entitled to use those vacation days that will accrue during their first year of employment with Glendale as of the commencement of their employment with Glendale. Provided, however, in the event one or more of these officers resign or

DRAFT-Not Final

are terminated from their employment with Glendale during the first year of employment, they will not be entitled to be paid for any accrued unused vacation days, and if they have used more vacation days than would have accrued for another new employee as of the date of separation, they will be obligated to pay back such excess used vacation time to Glendale or have such excess used vacation time deducted from their final pay check. The salaries that shall be paid to the five police officers by Glendale as of the Effective Date of this Agreement shall be consistent with Glendale's adopted pay plan for new employees. The Warson Woods police officers who are employed by Glendale shall be able to participate on the same terms in all employee benefit programs as other new Glendale employees including LAGERS. Due to one current vacancy in the Glendale Police Department, upon the hiring of the five full-time Warson Woods police officers, it is anticipated that the Police Department will employ 15 full-time commissioned police officers. Provided no police officer resigns from his or her employment with the Police Department between the Effective Date of this Agreement and July 1, 2024, the Police Department commits to continue to employ 15 full-time commissioned police officers during such three-year period. The Cities acknowledge that except as expressed in this Agreement, the staffing and hiring needs of the Glendale Police and Fire Departments shall be determined solely by Glendale. Glendale will be solely responsible for hiring, employing, training, directing, supervising and managing all employees providing services hereunder.

9. Except as may be contracted out to other entities, such as the contracting of emergency dispatching services, ambulance services and fire administration services to Kirkwood, all public safety services provided by Glendale under this Agreement shall be headquartered in and provided from Glendale's existing Fire and Police Departments located at 424 North Sappington Road. Provided Warson Woods desires that Glendale maintain a sub-station for police services in the Warson Woods City Hall and Warson Woods provides a furnished office for such sub-station, the Police Department will maintain a sub-station for police services in the Warson Woods City Hall during the term of this Agreement. Provided Dierbergs desires that the Police Department maintain a sub-station for police services in the Dierbergs store located on Manchester Road in Warson Woods and Dierbergs provides a furnished office for such sub-station, the Police Department will maintain a sub-station for police services in the Warson Woods Dierbergs store during the term of this Agreement.
10. Upon the Effective Date of this Agreement, Warson Woods shall transfer the 2021 Ford Police Interceptor to Glendale for use by the Police Department in the performance of the public safety services under this Agreement. The Cities acknowledge that the mobile and portable police radios used by Warson Woods are owned by the St. Louis County Emergency Communication Commission not Warson Woods. The Cities will work together to ensure that the right to use such radios is transferred to Glendale. Such radios cannot be disposed of as surplus property. Expressly excluded from any equipment, supplies and personal property that will be transferred to Glendale are Warson Woods Police Department office

DRAFT-Not Final

furniture, equipment used exclusively by the Warson Woods Police Chief, and other police vehicles. To the extent necessary, Warson Woods shall execute and deliver to Glendale as of the Effective Date of this Agreement any such bill of sale or certificates of title necessary for the transfer of the 2021 Ford Police Interceptor to Glendale. Warson Woods shall also cause to be transferred to Glendale as of the Effective Date of this Agreement all police reports, police records, evidence and evidence records in the possession, custody, or control of the Warson Woods Police Department, whether in paper, physical or electronic format, and shall cause all necessary documentation regarding the chain of custody of all such evidence to be prepared, signed, and delivered to Glendale. Warson Woods will make available to Glendale all data stored on the computers used by the Warson Woods Police Department associated with the performance of law enforcement services in Warson Woods. Warson Woods shall be responsible for the retention and/or disposal of all archived police records, reports, and data in a manner consistent with the Missouri Secretary of State's document retention policies.

11. Glendale hereby covenants and warrants the following:
 - a. That Glendale has an Insurance Services Office rating ("ISO rating") of Class 2 as of the date this Agreement is signed and that Glendale will maintain an ISO rating of at least Class 3 throughout the term of this Agreement; provided, however, that if, during the term of this Agreement, the ISO rating standards are altered by the rating entity and such alteration is beyond the influence of Glendale and causes Glendale's ISO rating to decrease to below Class 3, such ISO rating decrease shall not be deemed a breach of this covenant.
 - b. That Glendale is currently a party to the fire mutual aid agreement among certain St. Louis area political subdivisions as evidenced by Glendale Ordinance NO. 02-04, dated October 1, 2002, and will remain a party to such fire mutual aid agreement throughout the term of this Agreement by adoption of any and all ordinances and taking any other actions necessary.
12. Public Safety Committee. The Cities agree to work together to form a joint committee with one-third of the representation from Warson Woods and two-thirds of the representation from Glendale which committee shall solely be a recommending body to the Chief of Police and Fire Chief and to the Cities' respective Boards of Aldermen. Both Cities' Boards agree to pass matching legislation creating the joint committee.
13. Annual Review. On an annual basis, the mayor's and city administrator's of the Cities, the Glendale Police Chief and Fire Chief shall meet to review the effectiveness of this Agreement and determine appropriate ways to improve and enhance public safety services executed under the terms of this Agreement in accordance with valid recommendations or concerns expressed by the Public Safety Committee, legal mandates, and other relevant public safety issues.

DRAFT-Not Final

14. Each City expressly waives any and all claims against the other resulting from the discretionary commands or instructions and the decisions made by any incident commander in the course of responding to and managing any incident under this Agreement, excepting only commands, instructions or decisions made with malicious intent or with intentional disregard for the rights of others. As between the parties hereto, Warson Woods is not responsible for defense of claims against Glendale, the Police Department or personnel providing services under this Agreement, and insofar as either party is legally responsible for such defense, it is Glendale. This provision shall not be understood as waiving the sovereign immunity or any other defense of either party, or as an indemnity by either party for conduct for which the other party is responsible by law. This provision is not for the benefit of personnel or any other third party. The Cities acknowledge that this Agreement does not, and is not intended to, transfer, delegate or assign to the other City any legal responsibility, duty, obligation, or liability associated with any governmental function delegated and/or entrusted to either City under any existing law or regulation and that Warson Woods and Glendale remain responsible for their own acts and omissions, including the acts and omissions of their officials and employees.
15. Nothing in this Agreement shall be deemed to waive any governmental or sovereign immunity to which either City hereto is entitled by operation of law.
16. Glendale shall obtain and maintain during the term of the Agreement the insurance coverages at least equal to the individual and combined sovereign immunity limits established by Section 537.610 RSMo., currently set as follows:

Comprehensive General Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$441,130 per occurrence \$2,940,868 aggregate
Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$441,130 per occurrence \$2,940,868 aggregate
Employer's Liability	\$2,940,868 bodily injury by accident (each accident) \$2,940,868 bodily injury by disease (each employee) \$2,940,868 bodily injury policy limit

In addition, Glendale shall provide Worker's Compensation Insurance in at least statutory amounts for all its employees. Upon request by Warson Woods, Glendale shall provide to Warson Woods certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this paragraph. The comprehensive general liability and comprehensive auto liability certificates shall

DRAFT-Not Final

show Warson Woods as an additional insured and include both an obligation to defend and indemnify the insured parties.

17. Except as otherwise provided for herein, in the event of a default or breach on the part of either City in the performance or fulfillment of one or more material term(s), promise(s), or condition(s) of this Agreement (“Default”) and such City shall fail to cure such Default within a period of sixty (60) days following delivery of written notice from the other City, in accordance with notice specifying the Default and the date on which the right to terminate the Agreement may be exercised if such Default is not cured within the sixty (60) day time period, then the Agreement shall terminate. However, if the Default is a failure to appropriate funds and pay funds to Glendale, the Default must be cured by making available funds or making a payment within thirty (30) days from the date of written notice from Glendale, unless the Glendale City Administrator agrees in writing to extend the deadline.
18. Except as otherwise addressed herein, this Agreement may not be amended or revoked without the approval of the Mayors and a majority of the Board of Aldermen of both Warson Woods and Glendale in duly called meetings.
19. In the event any word, words, phrase, phrases, sentence, sentences, paragraph, paragraphs, section, sections contained and appearing in this Agreement shall be held or declared invalid, unlawful, or unconstitutional for any cause or reason, then it is hereby declared the remaining such portions and provisions of this Agreement shall be and remain unaffected thereby and shall remain in full force and effect.
20. This Agreement constitutes the entire agreement, and shall supersede any previous agreement, between Warson Woods and Glendale regarding the subject matter herein.
21. All matters stated in the “Whereas” clauses are not mere recitals but are expressly made a part of this Agreement.

DRAFT-Not Final

DATED THIS __ DAY OF _____, 2021.

Michael Wilcox
Mayor, City of Glendale

ATTEST:

Benjamin DeClue
City Administrator/City Clerk

Larry Howe
Mayor, City of Warson Woods

ATTEST:

Kathy Mahany
City Clerk, City of Warson Woods