MEETING AGENDA
JCPRD Administration Building Boardroom  
7900 Renner Road, Shawnee Mission, KS  66219
February 11, 2019  5:30 pm

CALL TO ORDER/ROLL CALL

DISCUSSION & ACTION

A.  MAWSC Backstop Repair – Jim Wilson, Project Manager

B.  JCP RD Food Product & Supplies Bid Results – Rhonda Pollard, Superintendent of Recreation

C.  First Student Bus Lease Agreement – Rhonda Pollard, Superintendent of Recreation


E.  City of Prairie Village Day Camp Program Agreement – Rhonda Pollard, Superintendent of Recreation

F.  City of Prairie Village Learn to Swim Agreement – Rhonda Pollard, Superintendent of Recreation


OTHER BUSINESS

ADJOURNMENT
**ISSUE:** Consider funding request for Mid America West Sports Complex (MAWSC) Backstop Repair and approval of Exemption to Competition and award of repair contract to Empire Netting and Fence.

**BACKGROUND:** Eight backstops at Mid America West Sports Complex were damaged by the recent snow storm that occurred on January 11, 2019. Backstops on these eight fields are constructed with 4” diameter steel posts, 24’ tall with chain link coverings. The relatively short height of these backstops necessitate a top cover netting to be installed to protect spectators from foul balls. The damage was focused on the backstop poles due to the safety netting connections at the top of the backstop poles. The weight of the unusually heavy snow, combined with the lack of wind to disperse the snow load from the safety netting, caused the poles to permanently bend with some poles breaking at the weld points. The current condition of the backstops on the southern quad (fields 21-24) and the center quad (fields 25-38) is unplayable due to safety concerns related to falling steel components or collapse of the backstops. The situation needs to be addressed as quickly as possible to minimize revenue impacts to JCPRD, tournament contractual obligations, and other local economic activity associated with teams participating at events in these facilities.

As an alternate project delivery method, JCPRD staff are requesting permission from the JCPRD Board to utilize JCPRD Purchasing Policy 16.8 Exception to Competition, Paragraph A which reads: “Emergency procurement situations which are defined as circumstances in which either critical JCPRD operations will be severely affected in an adverse manner unless immediate action is taken to remediate the situation or in which a disaster creates a threat to public health, welfare, or safety”. This purchasing exception would allow staff to contract with a selected vendor to complete the repairs as quickly as reasonably possible, without the delay of a formal, competitive bid process. JCPRD staff met on site with Vance Rzepka from VSR Design to evaluate the fence damage and discuss potential repair options. VSR Design recommended a preferred regional vendor for the repair services and set up a meeting on site with that vendor to begin the cost estimation process for the repair. Since there is an ongoing project by The Clark Enersen Partners identifying sports field improvements to be planned and undertaken by JCPRD, the options to discuss both repair of the existing backstops, in their current configuration, and the installation of new, taller net backstaps were requested for pricing. Initial discussion with Empire Netting and Fence on site on January 22 indicated that the time and costs of repairing the existing systems may be very similar to installing the new recommended 40’ high net backstaps. The taller net backstaps do not require the top cover netting. An initial quote for the repair was received by JCPRD on January 25th in the amount of $294,000. This quote would need statutory and performance bonding costs to be added at approximately 1.3% of the bid proposal amount, resulting in a total contract of $297,822. These costs are near the range of the Clark Enersen Partners sports field study budget estimate of $35,000 per net backstop. Empire Netting and Fence representatives indicate that their likely construction timeframe would be 4 weeks from an approved contract and notice to proceed.

**ANALYSIS:** A standard competitive bid for this procurement would require permission to bid from the JCPRD Board, the creation of a formal bid package, issuance of bid, bidding period, and award to a low-bidder by the JCPRD Board. This delivery method would likely result in a construction start date around May 1. The outcome would be the probable loss of most of the peak revenue season for JCPRD at the facility. JCPRD staff believe that the proposed costs are favorable to what would be received in a formal bid and are in line with the budget costs for this work as indicated in the sports facilities study.
commissioned by JCPRD in 2018. JCPRD is still working with the Empire Netting and Fence and insurance claim adjustors to determine the anticipated repair costs and replacement values for the damaged backstops.

**FUNDING REVIEW: Are there funding implications involved?** □ No  ☒ Yes If Yes, explain: JCPRD staff are proposing to utilize $150,000 of the Rec Facility Capital Improvements Fund and request the JCPRD Board to allocate an additional $200,000 from the CIP Bank for the Project. When the insurance claim for the backstop damage is finalized, the insurance proceeds would be used to offset the contribution from the CIP bank. Any unused funds for the repair would be returned to the CIP bank.

**ALTERNATIVES:**

- Recommend consent approval as recommended by staff .................................................................☒
- Recommend consent approval as determined/modified by committee ................................................☐
- Recommend discussion and action by the full Board at Board Meeting ............................................☐
- Recommend denial of request ..............................................................................................................☐
- Table for additional consideration .....................................................................................................☐
- Take no action .....................................................................................................................................☐
- Other: .............................................................................................................................................☐

**Consequences or additional Information (if any):**

**LEGAL REVIEW: Is legal counsel review required?** ☒ No  □ Yes If yes, explain: JCPRD Legal Counsel has reviewed the use of the policy exception and agreement as to form, prior to execution by the JCPRD Board Chair

**SUGGESTED RECOMMENDATION/MOTION:** It was the consensus of the committee to recommend Board consent approval to authorize staff to utilized Purchasing Policy 16.8 Paragraph A. “Exceptions to Competition” to procure the repair work for the MAWSC Backstops. It is also the consensus of the committee to recommend Board consent approval to allocate $200,000 from the CIP Bank and $150,000 from the REC CIP to create the project for the MAWSC Backstop Repair in the amount of $350,000 and approve an agreement with Empire Netting and Fence in the amount of $297,822 to complete the backstop repairs at the sports complex as indicated in their initial proposal, dated January 25, 2019.

**SUPPORTING DOCUMENTATION:**

1. Empire Netting and Fence Proposal Dated January 25, 2019
2. Photos of Backstop Damage and proposed net backstop
# Softball Backstop Netting Scope of Work:

- Provide and install (8) inline backstop netting systems.

Dimensions: 45’ – 22’ – 45’, with all systems to be 40’ AGL. Attach the bottom of all netting to the 30” tall chain link fencing. We will use existing backstop poles, and cut them to 30” height, to use as line posts for the 30” tall fence. Existing posts will be painted black to match the new 30” tall fence system.

Netting materials to be #36 knotted nylon mesh with 1 ¾” squares, black in color and UV exposure treated. Poles for backstop to be steel poles with a **minimum of 65 ksi, with black STRYK finish. Poles to be 12.75” diameter.** (4) poles for each backstop system, direct bury in an approximately 11’ deep x 30” diameter footing. Hang nets on 5/16” cable attached to the top of the posts.

Netting posts to be set inside of an 18” wide x 6” thick mow strip for each field. Mow strip to be set for future synthetic turf attachment. (2) horizontal #4 rebar will run through the entire length of the backstop for each field (approximately 112 LF for each field, from inside of dugout to inside of dugout). Empire will use the existing curb as the outside “form” and will use a ½ expansion foam to help reduce cracking of the mow strip. Includes excavation of dirt to place the mow strip, setting of forms & rebar, pouring concrete etc.

Existing overhead netting will be taken down, rolled up and given to the owner. (8) existing chain link backstop systems will be removed and disposed of off-site. Empire will have to completely remove the posts and footings for at least (4) poles on each field which will require us to remove an approximately 3’ x 3’ square of concrete & curb. Once the new poles have been placed, Empire will pour the concrete & curb back in its place.

**Total:** $294,000.00  
**Bond Cost:** $3,822.00  
**Deduct:**

If backstop nettings can be shortened to dimensions of all (8) inline backstop netting systems of 40’ – 22’ – 40’, our engineers will allow us to use **10.25” diameter** while still having the system be 40’ tall. The remaining 5’ between the backstop pole and the dugout would be filled in with 6’ tall black chain link fencing.

**Total Deduct:** $22,000.00

*Empire will take every precaution to not disturb the existing concrete slab but cannot be held responsible for cracking due to equipment being used inside the complex while installing and transporting materials.

Engineered drawings are included  
All field restoration to be completed by owner (we have a plan to schedule field restoration as we complete fields)  
No regrading of softball infield areas  
No grass/turf replacement
No Prevailing Wages included
No Surveying Included
No electrical grounding
No bonds or permits unless specified above
No locating of Private underground Utility lines
No temp fence or fence removal, unless stated above.
No Masonry wall
No Rebar included in footings unless specified above (engineered to not require)
No removal of dirt spoils off site
No backstop padding
Photos of Backstop Damage

Mid America West Sports Complex

20200 Johnson Drive, Shawnee, KS 66208

January 22, 2019

Photos taken by Jeff Stewart, Deputy Director, JCPRD

1: Broken Welds on Backstop Posts
2: Top Netting With Heavy Snow Load
3:Bent and Broken Backstop Posts
4: Broken Overhead Structural Components
5: Proposed Net Backstop Concept
Presented to: Recreation Committee  Meeting Date: 02/11/2019

Project Name/Identification: JCPRD Food Product and Supplies bid results
Bid Request Number PRK-2019-023

Contact: Rhonda Pollard, Superintendent of Recreation  Phone: 913-826-3020

ISSUE: Consider approval of Recreation Concession staff recommendation for the results of Bid Opening on IONWAVE, January 11, 2019 for JCPRD Food Product and Supplies.

BACKGROUND: JCPRD sells concession items at multiple District locations throughout the year. In order to secure the best prices for products and supplies JCPRD has formally bid for these products and supplies.

ANALYSIS: JCPRD staff opened and reviewed bids submitted for JCPRD Food Product and Supplies. Three vendors submitted bids: 1. EVCO Wholesale Food Corporation, 2. Sysco Kansas City, and 3. US Foods, Inc. After review, bidder No. 1 was over the superintendent’s estimate on several items; bidder No. 2 submitted incomplete bid documents; and bidder No. 3 changed JCPRD’s bid document, modifying bid specs, which is not acceptable. After review and discussion, the only acceptable bid is EVCO Wholesale Food Corporation, with certain items rejected due to cost estimates over the superintendent’s estimate.

FUNDING REVIEW: Are there funding implications involved? ☑ No  ☐ Yes  If Yes, explain:

ALTERNATIVES: Staff Recommendation

- Recommend consent approval as recommended by staff ................................................................. ☑
- Recommend consent approval as determined/modified by committee ........................................... 
- Recommend discussion and action by the full Board at Board Meeting ...........................................
- Recommend denial of request ........................................................................................................... 
- Table for additional consideration ...................................................................................................
- Take no action .................................................................................................................................
- Other: ...........................................................................................................................................

If other, explain:

Consequences or additional Information (if any):

LEGAL REVIEW: Is legal counsel review required? ☑ No  ☐ Yes  If yes, explain:

SUGGESTED RECOMMENDATION/MOTION: It was the consensus of the committee to recommend Board consent approval of staff’s recommendation to award the Food Product and Supplies bid to EVCO Wholesale Food Corporation for having the lowest overall bid, rejecting items #14, #24, #26, #55, #59, #60, and #71 for exceeding Superintendent’s Bid.

SUPPORTING DOCUMENTATION:

1. Bid Tab Sheet
2. Bid Opening Minutes
BID OPENING
MINUTES

January 14, 2019
@ 3:15 PM

Staff Present:
Rebecca Hart, Finance Analyst
Jane Lickteig, Recreation Sr. Administrative Assistant
Jeff Monger, Concession Manager
Joe Wichman, Sr. Accountant

Guests Present:
None

Mr. Monger called the bid opening to order in the JCPRD’s Administration Building Monarch Room at 3:15 p.m. He stated that the bid information was available at www.JCPRD.com/Bid Notice. He explained that the purpose of the public meeting was to open and read aloud all sealed bids for the following:

Food Products & Supplies

He also stated that at that time no decisions would be made on the award of bids and that the Park and Recreation District Board reserves the right to award the contract to the lowest and best responsive and responsible bidder for Beverage Products, Equipment, and Supplies covered by the bid, reject any and all bids, and to waive irregularities and formalities in any bid submitted. He advised that any bids over the Superintendent’s Estimate could not be accepted and that the bids will be presented to the Board for official action, along with staff’s recommendations, at the next Regular Board Meeting currently scheduled for February 20, 2019 at 7:00 p.m. in the JCPRD Administration Building Boardroom in Shawnee Mission Park. He added that the meeting is open to the public.

Mr. Monger opened all bids that were submitted prior to the posted deadline. Mr. Sonnier read aloud all bids, including the Superintendent’s Estimate, as per the attached Tabulation Sheet.

With no further business, the bid opening was concluded at 4:20 p.m.

Submitted by:

Recorded by:
Jane Lickteig, Rec Sr. Administrative Assistant
## JCPRD FOOD PRODUCTS & SUPPLIES BID TABULATION SHEET - 01/11/2019

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<th>Item #</th>
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Staff's recommendation is to award the Food Products and Supplies bid to EVCO Wholesale Food Corporation for having the lowest overall bid, rejecting items #14, #24, #26, #55, #59, #60, and #71 for exceeding Superintendent's Bid.
**JOHNSON COUNTY PARK AND RECREATION DISTRICT**
**BOARD OF PARK AND RECREATION COMMISSIONERS**

**BRIEFING SHEET**

<table>
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<th>Presented to:</th>
<th>Recreation Committee</th>
<th>Meeting Date:</th>
<th>02/11/2019</th>
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<tbody>
<tr>
<td>Project Name/Identification:</td>
<td>First Student Bus Lease Agreement (JCPRD Summer Day Camp Program)</td>
<td>Contact:</td>
<td>Rhonda Pollard, Superintendent of Recreation</td>
</tr>
<tr>
<td>Phone:</td>
<td>913-826-3020</td>
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**ISSUE:** Consider approval of the First Student Bus Lease Agreement (JCPRD Summer Day Camp program).

**BACKGROUND:** The First Student Bus Lease agreement is necessary to allow JCPRD to provide transportation for summer camp participants. The agreement clarifies the duties and responsibilities of each party. This agreement is a renewal of the previous year’s agreement. This is the eighth year for this agreement. Changes to the agreement include a cost increase of .04 per mile each year for the next 3 years, the dates, and appropriate names on the signature page.

**ANALYSIS:** Limited availability of transportation services makes this agreement imperative. The agreement provides a valued and needed service to the Children’s Services program.

**FUNDING REVIEW:** Are there funding implications involved?  □ No  ☒ Yes  *If Yes, explain:* Camp fees cover all costs associated with this program.

**ALTERNATIVES:**

- Recommend consent approval as recommended by staff .......................................................... ☒
- Recommend consent approval as determined/modified by committee ........................................
- Recommend discussion and action by the full Board at Board Meeting ......................................
- Recommend denial of request ........................................................................................................
- Table for additional consideration ............................................................................................
- Take no action ............................................................................................................................
- Other: ........................................................................................................................................

*If other, explain:*

**LEGAL REVIEW:** Is legal counsel review required?  □ No  ☒ Yes  *If yes, explain:* Legal Counsel has approved as to form.

**SUGGESTED RECOMMENDATION/MOTION:** It was the consensus of the committee to recommend Board consent approval of the First Student Bus Lease agreement (JCPRD Summer Day Camp program).

**SUPPORTING DOCUMENTATION:**

1. First Student Bus Lease agreement (JCPRD summer day camp program).
BUS LEASE AGREEMENT

This Agreement has been made and entered into between the Lessor, First Student, Inc., (FS) 600 Vine Street, Suite 1400, Cincinnati, OH 45202 and Lessee, Johnson County Park and Recreation District, 6501 Antioch Road, Merriam, Kansas 66202 whereby FS leases to Lessee the buses described on Schedule A attached hereto and made part hereof (the Vehicles) pursuant to this Bus Lease Agreement (the Lease).

Now, therefore, in consideration of the mutual promises and covenants contained herein, the party’s contract and agree as follows:

1. Term. The term of this Lease shall commence on approx. May 1, 2019 and terminate on August 31, 2021, unless otherwise terminated as provided herein.

2. Vehicles.
   a. FS hereby leases to Lessee and Lessee hereby rents from FS the Vehicles on the terms and conditions contained herein. The term "Vehicles" means the buses listed on Schedule "A", which may be amended from time to time, as well as any replacement buses, buses provided to Lessee as substitutes while Lessee’s normally assigned buses are being maintained or repaired, special request buses, and any other buses provided by FS to Lessee.
   b. During the term of this Lease, Lessor retains the right to replace any or all of the Vehicles listed on Schedule "A". Lessee reserves the right to reject any substitute Vehicle at any time during the term of this Lease if such Vehicle is determined to be unsafe in the reasonable opinion of Lessee.
   c. Lessor warrants that it has full right, power and authority to lease the Vehicles, that the Vehicles are in good condition, mechanically and otherwise and that the Vehicles meet or exceed all federal, state and local safety requirements.
   d. A physical inspection shall be made by the Lessor at the beginning and end of the lease on a lease inspection form provided at Exhibit B, and the cost of repair of any damage or negligent condition whatsoever to put the vehicles in the same mechanical and physical condition as was received excepting normal wear and tear shall be borne entirely by the Lessee and paid in full at the conclusion of this Lease.
   e. Lessee agrees that the Vehicles WILL NOT be used as school buses by Lessee for the term of the Agreement. Lessee shall ensure that all markings indicating “School Bus” on the Vehicles are covered or concealed and that any school bus safety features pertaining to the transport of children, such as the stop signal arm and the system of alternately flashing stop warning signal lights, shall not be operable or used. At the end of the Lease, Lessee shall assure that all masking of “School Bus” signage is removed without harm to the Vehicles, and that all school bus safety features are operational. Operation of the Vehicles shall be in accordance with all applicable federal, state and municipal laws, ordinances, rules and regulations for the State of Operation.

3. Taxes. Lessor shall provide license plates for the Vehicles, and shall be responsible for the payment of all applicable taxes on the Vehicles including sales, use and personal property taxes.
4. **Maintenance.**

   a. Lessor shall be responsible for providing at its sole cost and expense all maintenance and repairs to the Vehicles in accordance with Lessor's preventative maintenance schedule.

   b. Lessee shall be responsible for all costs and expenses incurred by reason of damage to any portion of a Vehicle caused by abuse, misuse, negligence or accident on the part of any employee of Lessee or from vandalism either by passengers on a Vehicle or persons unknown.

   c. It shall be the responsibility of the Lessee to present each Vehicle to Lessor's place of business for both repairs due to damage and scheduled maintenance. In the event the repairs or maintenance cannot be accomplished without interfering with the Lessee's regularly scheduled routes, it shall be the responsibility of the Lessor to provide a substitute Vehicle.

   d. All repairs and maintenance performed by FS on the Vehicles shall be performed by FS agents or employees who shall be qualified trained mechanic.

5. **Agreements by Lessee.** Lessee acknowledges and agrees:

   a. That the Vehicles are the property of FS.

   b. To return the Vehicles to FS at the address specified above at the end of the Lease term in the same condition as received (ordinary wear and tear, excepted), clean and filled with fuel.

   c. To pay any special license or tax required by the business of Lessee, including city permits, taxes or tolls imposed on Lessee arising out of the use or operation of the Vehicles, but not any state licensing or other taxes which shall be the sole responsibility of Lessor.

   d. To file or assist FS in filing any and all returns or reports required by any agency or governmental body as a result of Lessee's use or operation of the Vehicles.

   e. To immediately report to FS any accident involving any of the Vehicles or any loss of or damage to any of the Vehicles.

   f. To safely check all Vehicle drivers and, upon request, to provide FS with a list of all drivers authorized by Lessee to operate the Vehicles.

6. **Driver Requirements.** The Vehicle operators shall be employees, subcontractors, or agents of Lessee, paid by Lessee and under full control of Lessee. Each operator shall be licensed in accordance with the laws of the state in which he/she resides.

7. **Vehicle Operations.** Lessee further agrees that the Vehicles will not be operated:

   a. In violation of any applicable law, ordinance, rule or regulation of any governmental agency.

   b. By any person under the age of twenty-one (21), who is not duly licensed and qualified or who is prohibited by FS in writing presented to Lessee from operating the Vehicles.

   c. To push or tow any other Vehicle.
d. By any person other than Lessee or Lessee’s agents or employees.

e. By any person while under the influence of intoxicants or drugs.

f. In excess of applicable speed limits, in a reckless or abusive manner or in any race or speed contest.

g. Outside the usual course of business of Lessee.

8. **Insurance.**

a. Lessee will furnish and maintain at its sole cost a standard policy of Automobile Liability Insurance having a combined single limit of not less than Five Million Dollars ($5,000,000) per occurrence and a policy of General Liability Insurance (to include property damage) having a combined single limit of not less than Five Million Dollars ($5,000,000) per occurrence, written by a company satisfactory to FS, covering the use and operation of the Vehicles. Such policy will provide that (i) FS is an Additional Insured and (ii) the coverage afforded thereby is primary and not additional or excess coverage and that it cannot be cancelled or materially altered without thirty (30) days prior written notice to FS. Lessee will furnish FS with a certificate of insurance satisfactory to FS to evidence compliance with this provision prior to FS’s delivery of the Vehicles.

b. Lessee’s liability insurance shall include clauses stating that such insurance is primary to any coverage carried by First Student, Lessee’s insurance is for the benefit of Lessee and First Student, Jointly, and any insurance carried by First Student is solely for the protection of First Student in the event of claims against First Student, once Lessee’s insurance limit has been exhausted. Lessee acknowledges that it shall have no right to look to First Student for indemnification or insurance coverage under this Lease.

9. **Indemnity by Lessee.** Except to the extent and in the proportion that such claims are due to the negligence or willful misconduct of Lessor, Lessee agrees to release, indemnify, defend and hold FS harmless from and against:

a. Any loss, damage, cost, expense, claim or cause of action for death or injury to persons or loss or damage to property in excess of or not covered by the liability insurance provided for herein and arising out of or caused by the use or operation of the Vehicles during the Lease term, and any such claims or causes of action which FS is required to pay or defend as a result of any statute, ordinance or regulation which FS would not otherwise be required to pay, but for Lessee’s use and operation of the Vehicles.

b. All loss, damage, cost and expense resulting from Lessee’s violation of any term of this Agreement.

c. All loss of or damage to the Vehicles occurring during the Lease term from any cause whatsoever.

d. The loss of Vehicle tires, tools and accessories while the Vehicle leased by Lessee.

e. All costs of extricating and/or towing any of the Vehicles, except in the case of mechanical failure.
f. All costs of repossessing the Vehicles from Lessee, including attorney’s fees and court costs.

g. All damages resulting from loading the Vehicles beyond the manufacturer’s recommendations, which are available for review upon Lessee’s request.

h. All fines or penalties resulting from Lessee’s use and operation of the Vehicle.

10. **Rental Charges.** Lessee agrees to pay FS within thirty (30) days of FS’s invoice:

   a. Rental charges computed at the rates specified on Schedule "A" until the Vehicles are returned to FS.

   b. Any other amounts due hereunder.

   c. All costs, including reasonable attorney’s fees, of collecting any amounts payable by Lessee to FS.

   d. All buses must be returned to the First Student location by August 15. There may be a Penalty for late return buses of $100 per bus per day unless prior approval has been given by First Student.

11. **Inspection.** FS reserves the right to inspect the Vehicles at any time wherever the Vehicles may be located. In the event of a breach or violation of this Lease which is not cured within seven (7) days after written notice has been received by Lessee, FS may, without further notice or demand, immediately recover the Vehicles wherever they may be located and/or terminate this Lease.

12. **Return of Vehicles.** In the event Lessee fails to return the Vehicles to FS at the expiration of the Lease term specified on Schedule "A" or any earlier date demanded in writing by FS and accordance with the terms of this Lease, such failure will constitute an unauthorized taking and FS may thereafter take any steps which FS shall deem reasonable and necessary to recover the Vehicles.

13. **Assignment.** Any assignment of this Lease by Lessee is prohibited and void. Lessor may assign this Lease upon written consent by Lessee, such consent not to be unreasonably withheld. This Lease constitutes the entire agreement and understanding between the parties concerning the Vehicles and all prior agreements and understandings are merged herein. This Lease may not be amended except by written amendment signed by both parties.

14. **Counterparts.** This Lease may be executed in counterparts and delivered by fax transmission, all of such counterparts and/or copies constituting a single integrated document.

15. **Title of Lessor.** Title to the Vehicles shall at all times remain in Lessor, and Lessor will protect and defend, at its own cost and expense, the title of Lessor from and against all claims, liens and legal processes of creditors of Lessor and keep the Vehicles free and clear from all such claims, liens and processes. The Vehicles are and shall remain personal property irrespective of use.

16. **Possession and Use.** Lessor covenants to and with Lessee that Lessor is the lawful owner of the Vehicles and that, conditioned upon Lessee performing the conditions hereof, Lessee shall peaceably and quietly hold, possess and use the Vehicles during the term hereof without hindrance.
17. **Notice.** All notices required to be given under the terms of this Lease or which either party hereto may desire to give to the other shall be in writing signed by or on behalf of the party giving the same, sent by ordinary first class, registered or certified mail, and addressed to the other party at its respective address stated above or such other address as either party hereafter furnishes the other in writing. Notice shall be deemed to have been given when it is received by the addressee.

18. **Termination.** Lessor may terminate this Lease upon seven (7) days written notice to Lessee.

19. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed by their duly authorized representatives.

FIRST STUDENT, INC.  
(LESSOR)

By: ____________________________  
Title: ___________________________  
Date: ____________________________

JOHNSON COUNTY PARK AND RECREATION DISTRICT  
(LESSEE)

By: ____________________________  
Title: ___________________________  
Date: ____________________________

APPROVED AS TO FORM:

Fred J. Logan, Jr., JCPRD Legal Counsel
SCHEDULE “A” TO BUS LEASE AGREEMENT
BETWEEN
FIRST STUDENT, INC.
AND
JOHNSON COUNTY PARK & RECREATION DISTRICT


RENT:
2019: 65-72 passenger buses - $1.25 PER MILE DRIVEN
2020: 65-72 passenger buses - $1.29 PER MILE DRIVEN
2021: 65-72 passenger buses - $1.33 PER MILE DRIVEN EXCLUDING MILEAGE FROM LESSEE’S ADDRESS TO LESSOR’S ADDRESS TO ACCOMPLISH MAINTENANCE REQUIREMENTS AND OR STATE INSPECTIONS.

VEHICLE ODOMETER READINGS FOR EACH BUS NEED TO BE REPORTED TO LESSOR BY CLOSE OF BUSINESS EACH THURSDAY AT 913-856-5650/Sandy Rivera.

DELIVERY: Buses will be provided from our location in Gardner, Kansas at 19450 South Gardner Road and your primary contact person will be Sandy Rivera the dispatcher and Daniel Cain, the location manager. Their contact number is 913-856-5650.

Buses will be picked up with a full tank of fuel and returned with a full tank of fuel.

SPECIAL PROVISIONS: Lessee will provide all necessary tags, licenses and permits, fuel, add-oil, and pick-up and delivery. Lessee will be charged $150.00 for each Vehicle not returned to First Student, Inc. in a clean condition. Lessee will be charged retail price for all fuel required to fill any Vehicle returned without a full tank.

NUMBER AND SIZE OF BUSES NEEDED:

2 Small bus from May 27-Aug. 5
7 65 passenger bus from May 27-Aug.5
7 65 passenger bus from May 27-July 29

There is no additional charge for providing 71 passenger buses versus 65 passenger buses.
No air brake buses will be provided per customer requirements.

Due to the State of Kansas scheduling their annual state safety inspection in July, all buses will have to be returned to our lot at 19450 South Gardner Road, Gardner, Kansas 66030 at 9:00 a.m. for approximately one hour to provide the State Police access for the inspections. You will be notified immediately upon receipt of the date in July when the State Police will conduct their inspections.
**JOHNSON COUNTY PARK AND RECREATION DISTRICT**  
**BOARD OF PARK AND RECREATION COMMISSIONERS**  
**BRIEFING SHEET**

<table>
<thead>
<tr>
<th>Presented to:</th>
<th>Recreation Committee</th>
<th>Meeting Date:</th>
<th>02/11/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name/Identification:</td>
<td>KC Royals Baseball Corporation Agreement (KCCC Kick-off Event)</td>
<td>Contact:</td>
<td>Rhonda Pollard, Superintendent of Recreation</td>
</tr>
</tbody>
</table>

**ISSUE:** Consider approval of KC Royals Baseball Corporation Facility Use agreement (Kansas City Corporate Challenge Kick-off Event.)

**BACKGROUND:** JCPRD has for many years conducted the Kansas City Corporate Challenge (KCCC) Kick-off Event in the Truman Sports Complex parking lot and surrounding road, owned and operated by the Kansas City Royals Baseball Club. This facility is one of few in the city that can provide the area necessary for this huge event, involving more than 10,000 individuals. This facility provides the ample parking required, and a route for the walk that can be restricted from vehicular traffic. This is the ninth year for this agreement. This agreement is a renewal of the previous year’s agreement. Changes are to the dates and appropriate names on the signature page.

**ANALYSIS:** The KCCC Kick-off Event is attended by more than 10,000 people. And, while carpooling is encouraged, the majority of these individuals drive separately to this event (directly from their workplace), requiring parking for 10,000+ cars. There are very few venues in the KC Metro that can provide such accommodations. For safety purposes, a walk route that can be restricted from vehicular traffic is desired and is available at this venue for the 4,000+ walkers who participate in the KCCC Walk (held during the Kick-off Event).

**FUNDING REVIEW:** Are there funding implications involved?  
☐ No  ☑ Yes  *If Yes, explain:* The Kansas City Royals Baseball Corporation charges a rental fee for use of the facility. This expense is covered by KCCC company participation fees.

**ALTERNATIVES:**  
<table>
<thead>
<tr>
<th>Staff Recommendation</th>
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</thead>
<tbody>
<tr>
<td>• Recommend consent approval as recommended by staff .................................................. ☑</td>
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<td>• Table for additional consideration ................................................................................</td>
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<tr>
<td>• Take no action ...............................................................................................................</td>
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<tr>
<td>• Other: ............................................................................................................................</td>
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</table>

*If other, explain:*

**LEGAL REVIEW:** Is legal counsel review required?  
☐ No  ☑ Yes  *If yes, explain:* Legal Counsel has approved as to form.

**SUGGESTED RECOMMENDATION/MOTION:** It was the consensus of the committee to recommend Board consent approval of the Kansas City Royals Baseball Corporation Facility Use Agreement (Kansas City Corporate Challenge Kick-off Event).

**SUPPORTING DOCUMENTATION:**

1. KC Royals Baseball Corporation Facility Use Agreement (Kansas City Corporate Challenge Kick-off Event).
2018-2019 FACILITY USAGE AGREEMENT

This agreement, made this ___ day of February, 2018-2019 between the Kansas City Royals Baseball Corporation (hereinafter Kansas City Royals) and Johnson County Park & Recreation District (JCPRD) (hereinafter Lessee).

WHEREAS, Kansas City Royals operates Harry S. Truman Sports Complex, Jackson County Missouri and
WHEREAS, Kansas City Royals desires to rent its facilities for suitable uses and events; and
WHEREAS, the Lessee desires to lease certain Truman Sports Complex facilities for the purpose of hosting Kansas City Corporate Challenge Kick-Off Event.
WHEREAS, the parties hereto desire to enter into an agreement for the rental and use of the Truman Sports Complex facilities.

TERMS AND CONDITIONS

1. This agreement shall become effective upon its signing by the parties, and shall be for the time period of the events described in Section 3, below. The Lessee agrees to conduct all communications relating to this agreement through the following Royals Associate:
   Mr. Bryan Ross
   Parking, Traffic, and Tollgate Manager
   816-504-4226

2. Lessee shall rent portions of the Truman Sports Complex parking lot for the purpose of conducting a Kansas City Corporate Challenge Kick-Off Event.

3. The date of the Kick-Off Event shall be:
   • Set up Date – Monday, April 21, 2018-2019
   • Event Date – Friday, April 25, 2018-2019

4. Kansas City Royals shall provide the following for the Kick-Off Event:
   A. Use of parking lot L and the surrounding roadway for this event;
   B. Vehicle parking in lots A, B, C, and D;
   C. Access to the complex through gates 2, 3 and 6;
   D. Adequate parking lot and traffic staffing;
   E. Portable restrooms;
   F. Adequate trash receptacles and trash removal;
   G. Charcoal bins;
   H. Post event complex cleaning.
5. Lessee shall compensate for the use of Truman Sports Complex facilities and services for the Kick-Off Event as follows:
   A. Payment of $4,000 (four thousand dollars) for item 4A above (the use of the Truman Sports Complex parking lot L and surrounding roadway), due April 6, 2019, with the signed contract and a valid Certificate of Insurance (see section 6).
   B. Payment for items B through H cited in section 4 above shall be invoiced for payment after the event by the Kansas City Royals.
   C. If Truman Sports Complex facilities are not fully cleared and returned to the condition as at move-in by 1:00 p.m., Sunday, April 7, 2019, an additional $500 per day shall be paid to the Kansas City Royals.

6. Lessee is required to provide the Kansas City Royals with a Certificate of Insurance insuring the Lessee, Kansas City Royals, the Kansas City Chiefs Football Corporation, the Jackson County Sports Authority, and Jackson County Missouri from all liability resulting from or arising out of the event, in the amount of $2,000,000 (Two Million Dollars). Lessee shall provide the Kansas City Royals with the Certificate of Insurance not later than April 6, 2019. This requirement shall not constitute a waiver of any provision of the Kansas Government Immunity Doctrine nor the Kansas Tort Claims Act.

7. Lessee shall provide all security required for this event. The Kansas City Royals shall provide no electrical service or water.

8. The lessee shall indemnify, protect, defend and hold harmless the Kansas City Royals Baseball Corporation, Jackson County Missouri, and the Jackson County Sports Complex Authority as well as the officers, employees, agents and affiliated entities of same (collectively the "Indemnitees") from:
   A. All damage, loss, cost or expense that the Indemnities Indemnitees may sustain on account of any damage to or destruction during this event of any property the Indemnities own or which is under the Indemnitees' control or which the Indemnity Indemnitees has a lease interest in.
   B. Any and all claims, costs, liabilities, losses, injuries, judgments and expenses (collectively "Claims") resulting from or in any way connected with the use by the Lessee, its agents, employees, contractors or invitees of the leased premises. Lessee shall conduct its activities on the premises so as not to endanger any person or property.
C. The Obligations of Lessee hereunder shall not extend to claims based solely on the negligence or willful misconduct of the Kansas City Royals Baseball Corporation and the officers, employees, agents and affiliated entities of same.

9. Lessee shall comply with all applicable laws, charters, codes, ordinances, rules and regulations of the United States, the state of Missouri, and Truman Sports Complex.

10. Lessee shall obtain all permits or licenses required by the laws, charters, codes, ordinances, rules and regulations mentioned herein.

11. Lessee shall not do, or permit to be done, upon the premises anything that will tend to injure, mar, or in any manner deface the premises and will not drive or install, or permit to be driven or installed any nails, hooks, tacks, or screws into any part of the Truman Sports Complex buildings or parking lots, and will not make or allow to be made any alterations of any kind to the buildings or any equipment of the facilities. Lessee shall not post or exhibit or allow to be posted or exhibited any signs, advertisements, show bills, lithographs, posters or cards of any description on any part of the premises of the Truman Sports Complex, unless relating to the performance or exhibition to be given on the premises, and which meet with the prior written approval of the Kansas City Royals.

12. The Kansas City Royals shall not be liable to Lessee or to any other person for any loss, theft or defalcation, nor shall any officer or employee of the Kansas City Royals be liable for any loss, theft, or defalcation of such funds unless caused or permitted by the Kansas City Royals.

13. The Kansas City Royals reserves the right to eject or cause to be ejected from the premises any person or persons who act in a manner that would or does harm persons or property on the premises. Neither the Kansas City Royals nor any of its officers, agents or employees shall be liable to the Lessee for any damage that may be sustained by the Lessee through the exercise of such right.

14. In the receipt, handling, care of custody or property of any kind shipped or otherwise delivered to the Truman Sports Complex, either prior to, during or subsequent to the use of the Truman Sports Complex, the Lessee, the Kansas City Royals and its officers, agents, and employees shall act solely for the accommodation of the Lessee, and neither the Kansas City Royals nor its officers, agents or employees shall be liable for any loss, damage, or injury to such property unless caused by their negligence.

15. No flammable materials such as bunting, tissue paper, etc., shall be used for decorations and all materials used for decorative purposes must be treated with flame proofing and approved by the Fire District.
16. The Truman Sports Complex and all its buildings and premises shall be at all times under control of the Kansas City Royals and authorized representatives of the Kansas City Royals shall have the right to enter the premises at all times during the period of the event. The entrances and exits of the premises shall be locked and unlocked at such times as may be required for the Lessee’s use of the Truman Sports Complex.

17. Occupancy Disruption:
   
   A. Any natural disaster (to include excessive rain), fire, war, rebellion, scarcity of labor, failure of carriers to transport or furnish facilities for transportation or any order of governmental agency or any other unforeseeable event beyond the Kansas City Royals’ control which shall prevent the Kansas City Royals from providing the facilities to the Lessee for its use on the date or dates specified (excluding a proposal to lease the facility to another party) shall excuse the Kansas City Royals from its obligations under this Agreement.

   B. Any events listed in the previous paragraph preventing the Lessee from using the facilities on the date or dates specified shall excuse and relieve the Lessee from its obligations for that date under this Agreement.

18. Default – The following shall be events of default:

   A. Cancellation of the Agreement by the Lessee, except in case of one of the events specified in 17-A.

   B. Default in payment. Failure to pay any amount specified on the date it is due.

   C. Default in other premises. Failure to comply with any other term or condition or fulfill any obligation of the Agreement (other than the payment of amounts specified) within five (5) days after written notice specifying the nature of the default.

19. Remedies of Default:

   A. In the event of default, the Kansas City Royals may, at its option, terminate the permit by giving written notice to Lessee.

   B. The Kansas City Royals shall be entitled;

      1. To retain, as liquidated damages, and not as penalty, all amounts paid to date by the Lessee under the terms of the Agreement.

20. Lessee shall conduct no other activity not provided for in the Agreement or sublease the space without prior written approval of the Kansas City Royals.

21. Attorney’s fees. If suit or action is instituted by either party arising out of this Agreement, the prevailing party in such litigation shall be entitled, in addition to costs and disbursements, such
additional sum as the Court may adjudge reasonable for attorney’s fees to be allowed in the trial and in any appeal therefrom.

22. Assignment and Transfer/Subcontracting. This Agreement may not be assigned or transferred to any third party without the prior written consent of both parties.

23. Independent Contractor. Nothing in the Agreement or in the performance thereof, shall be construed to create an employer-employee relationship, partnership, sales agency, dealership, joint venture, or joint employer relationship between the Kansas City Royals and Lessee. Kansas City Royals and Lessee are and shall remain independent contractors.

24. No Modification; Merger. The parties acknowledge and agree that this Agreement is the complete and exclusive statement and understanding of the parties with respect to the subject matter hereof, that it supersedes all prior agreements and understanding(s) between the parties with respect to the subject matter and that no change or modification in this Agreement shall be made except in writing and duly signed by each of the parties.

Kansas City Royals Baseball Corporation

Bryan Ross
Parking, Traffic, and Tollgate Manager
Kansas City Royals Baseball Corporation
One Royal Way
Kansas City MO 64129

Date Signed_________________

Board of Park and Recreation Commissioners
Johnson County Park and Recreation District

Nancy Wallerstein Mike Pirner, Chair
Date Signed_________________

Approved as to Form:

Ernest C. Ballweg Fred J. Logan, Jr., JCPRD
Legal Counsel
Project Name/Identification: City of Prairie Village Day Camp Agreement

Contact: Rhonda Pollard, Superintendent of Recreation

ISSUE: Consider approval of the City of Prairie Village Day Camp Use agreement.

BACKGROUND: The City of Prairie Village provides the use of Harmon Park and the Prairie Village Municipal Swimming Pool for JCPRD’s summer camps. This agreement is a renewal of the previous year’s agreement. This is the tenth year for this agreement. Changes are to the dates, Non-Discrimination Clause, and appropriate names on the signature page.

ANALYSIS: There is a high demand for summer camp activities for the children in Johnson County, and limited availability of facilities. This agreement with the City of Prairie Village provides a venue in the northeast part of the county where there are limited options for parents. This is an ongoing and successful partnership between JCPRD and the City of Prairie Village.

FUNDING REVIEW: Are there funding implications involved? ☒ No ☑ Yes If Yes, explain: Camp fees cover all costs for use of Harmon Park and the Prairie Village Pool.

ALTERNATIVES:

- Recommend consent approval as recommended by staff.......................................................... ☒
- Recommend consent approval as determined/modified by committee ........................................ ☐
- Recommend discussion and action by the full Board at Board Meeting...................................... ☐
- Recommend denial of request........................................................................................................ ☐
- Table for additional consideration................................................................................................. ☐
- Take no action.................................................................................................................................. ☐
- Other: ............................................................................................................................................. ☐

If other, explain:

Consequences or additional Information (if any):

LEGAL REVIEW: Is legal counsel review required? ☐ No ☒ Yes If yes, explain: Legal Counsel has approved as to form.

SUGGESTED RECOMMENDATION/MOTION: It was the consensus of the committee to recommend Board consent approval of the City of Prairie Village Day Camp agreement.

SUPPORTING DOCUMENTATION:

1. City of Prairie Village Day Camp agreement.
2018-2019 CITY OF PRAIRIE VILLAGE DAY CAMP AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of February, 2018 2019 by and between the City of Prairie Village, Kansas, hereinafter referred to as City, and the Johnson County Park and Recreation District, hereinafter referred to as JCPRD, each party having been organized and now existing under the laws of the State of Kansas.

WHEREAS, K.S.A. 19-2862 authorizes JCPRD to enter into contracts; and the City is authorized to enter into contracts by virtue of Article 12, Section 5, of the Kansas Constitution and K.S.A. 12-101; and

WHEREAS, JCPRD has established and conducts a program to provide for the recreational, cultural, educational and social needs of children; and

WHEREAS, the City owns and operates Harmon Park, hereinafter referred to as the “Park”, and the Prairie Village Municipal Swimming Pool, hereinafter referred to as the “Pool”; and

WHEREAS, JCPRD desires to obtain permission of the City to operate a summer day camp program at the Park and to lease from the City the right to use parts of the Pool and the Park in program activities and the City is willing to lease the Park and parts of the Pool to JCPRD; and

WHEREAS, the Governing Body of the City did approve and authorize its Mayor to execute this Agreement by official vote on the _____ day of __________, 20182019; and

WHEREAS, the Governing Body of JCPRD did authorize its chairperson to execute this agreement by official vote of said body on the _____ day of __________, 20182019.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the parties agree as follows:

1. JCPRD shall have access to and the use of the Park, including its shelter, restroom and playground facilities, and the Pool for the terms, times and use as mutually agreed upon herein.

2. Duration of Agreement and Termination. This Agreement shall be in effect from May 1615, 2018 2019 through the period ending August 3 2, 2018 2019 provided that this Agreement may be terminated by either party, giving at least 30 days’ prior written notice to the other party of its intention to terminate this Agreement; further provided that if the City or District shall fail or refuse to comply with any of the obligations or provisions herein agreed, the non-defaulting party shall have the right to notify the defaulting party in writing of such default; and if the defaulting party so notified shall remain in default for 10 days thereafter, the non-defaulting party may elect to cancel this Agreement immediately thereafter.

3. No Legal Entity Created. There will be no separate legal entity created under this Agreement.

4. Purpose of the Agreement. The purpose of this Agreement is to allow JCPRD to operate a summer day camp at the Park and for the City to lease to JCPRD the right to use the Park and parts of the Pool as hereinafter set forth in operating JCPRD’s day camp activities.

5. Financing. Except as may be otherwise provided herein, JCPRD shall provide all funding and personnel necessary to manage the day camp program.

6. Acquisition Holding and Disposal of Property. The Park and Pool shall remain the property of the City. JCPRD may not install any fixtures or make any physical changes to the premises and facilities of the Park.
or Pool except as otherwise provided in this Agreement. Any equipment used in the Park or Pool will either be owned by the City or JCPRD. No equipment is to be jointly owned. In the event that this Agreement is terminated all property shall be returned to the owner agency. The maintenance, repair, replacement and general upkeep of equipment shall be the responsibility of the owner except as otherwise provided by this Agreement.

7. **Administration of Program.** The day camp program shall be administered, staffed and operated solely by JCPRD.

8. **Responsibilities**

**JCPRD:**

- Shall operate a fully licensed day camp program for children, ages 5 – 10. It is the responsibility of JCPRD to ensure the program meets all licensing requirements established by the Kansas Department of Health and Environment.

- Shall pay the City a shelter rental fee for each day or part of a day of Park usage at a rate of $25 per day.

- Shall pay the City a Pool usage fee for each day of Pool usage. The fee for day camp attendance will be $5.00 per person per visit and must be paid in advance on dates listed in the Agreement in accordance with Prairie Village Council Policy #620. Pool usage will be as approved by the pool manager.

- Shall provide the City an annual report that includes the number of camp participants and a zip code summary of where they reside no later than September 30, 2019.

- Will make arrangement to transport participants to another location, not the Municipal Building, when there is inclement weather. City property may be used if necessary during tornado warnings or lightning storms.

- Shall provide an adequate number of supervisors at all times to operate the program with at least one adult on the site to manage the staff and program.

- Will provide supervised activities to interest the campers.

- Will provide trash containers and on each day of camp will collect trash created by participants in and around the facility and deposit in the City’s trash dumpster.

- Will provide a telephone to eliminate use of City telephones.

- Will repair and/or replace property or equipment damage that is directly attributed to participants and/or District staff while the program is in session. This will be required to meet the standards of the City.

- Will provide locked storage box to be located in the park shelter for the storage of camp supplies.

- Will provide refrigerator to be located in the Prairie Village Community Center for storage of participant lunches.
The City:

a. Shall provide JCPRD exclusive use of the park shelter from 7:00 a.m. to 5:30 p.m., each Monday through Friday, from May 16, through August 32, 2018-2019 except as otherwise provided herein.

b. Shall provide JCPRD with exclusive use of the park shelter on Wednesday, May 16, 2018, from 6 p.m. to 8:00 p.m. for parent orientation.

c. Shall provide JCPRD with entrance to the Pool per a schedule to be approved by the Pool manager on behalf of the City at the beginning of the swim season.

d. Shall allow JCPRD to park a school bus in the south Harmon Park parking lot when not in use for participant transportation from May 16-15 through August 32, 2018-2019.

e. Shall allow JCPRD use of the Prairie Village Community Center between the hours of 7:00 a.m. – 5:30 p.m., Monday-Friday, from May 16-15 through August 32, 2018-2019 as an inclement weather location on an as needed (by JCPRD) and as available (by City) basis. The rental fee for the facility is covered by the shelter rental fee established in Section 8b and reservation of the facility will be made no more than 24 hours in advance. If dangerous weather is imminent, access to the City Hall basement will be provided.

9. **Indemnification.** JCPRD agrees to defend, indemnify, and hold harmless the CITY and its agents and/or employees from any and all claims, settlements, and judgments for personal injury, bodily injury, property damage, and/or death arising out of JCPRD’s or any of its agents’, servants’, and/or employees’ negligent acts and/or failures to act in the performance of this Agreement, provided, however, that in no event shall JCPRD be subjected to any liability greater than found in the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., and amendments thereto.

10. **Disclaimer of Liability.** The City shall not be liable or obligated to JCPRD for damage incurred by JCPRD upon the premises by fire, theft, casualty, acts of God, civil disaster and such other occurrences and events beyond the control of the City.

11. **Insurance.** JCPRD shall secure and maintain, or have maintained throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect JCPRD and the City against all hazards or risks generated by JCPRD or any of its agents. JCPRD shall offer to the City evidence of such insurance coverage, and any and all renewals thereof, in the form of a Certificate of Insurance. This Certificate of Insurance shall list the City of Prairie Village as an additional insured. The Certificate of Insurance shall list the following insurance coverage:

   - Commercial General Liability:
     - General Aggregate: $2,000,000
     - Products and Complete Operations: $2,000,000
     - Personal and Advertisement Injury: $500,000
     - Fire Damage: $300,000
     - Each Occurrence: $500,000

   Workers Compensation and Employers Liability as determined by Kansas Statutes

12. **Miscellaneous Provisions**
a. JCPRD shall pay to the City shelter rental on or before September 30, 2018.

b. JCPRD shall pay to the City Pool fees in two installments, based on usage from June 1-4 through June 30 (first payment) and from July 1 through August 12, 2018 (second payment), upon receipt of invoice by the City.

c. Residents of the City shall have permission to use the shelter during camp hours when JCPRD program is off-site for field trips. JCPRD shall provide the City with a notice of off-site scheduling on first day of each week.

d. All surface cleaning in the park shelter and restroom shall be the responsibility of JCPRD. Trash removal of general Park trash from containers and general maintenance shall remain the responsibility of the City.

13. **Verbal Statements Not Binding.** It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal statements of any and every official and/or other representatives of the City and District, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any way whatsoever the written Agreement.

14. **Inspection of Premises by City.** The City shall have the right to inspect the premises and facilities occupied by JCPRD within the Park and the Pool at all reasonable times.

15. **Provisions Separable.** It is the intent of the parties hereto in the preparation and execution of the Agreement to avoid a conflict with the applicable laws or regulations of the State of Kansas; and if any provision herein is found to be in conflict with the regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.

16. **No assignability of Agreement.** This Agreement shall not be assigned, transferred, or sold, nor the premises and facilities, in whole or part, except with the express written consent of the City.

17. **Non-Discrimination Clause.** JCPRD shall comply with all applicable local, state and federal laws in carrying out this Agreement, including but not limited to Section 5-801 et seg. of the Prairie Village City Code. In connection with the performance of this Agreement, JCPRD agrees to comply with the applicable provisions of all local, state and federal non-discrimination laws. JCPRD further agrees to not discriminate against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin or ancestry in the admission or access to, or participation or employment in, its programs, services and activities.

If the City determines that JCPRD has violated any applicable provision of any local, state or federal law, or discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin or ancestry in the admission or access to, or participation or employment in, its programs, services and activities, such violation and/or discrimination shall constitute a breach of this Agreement and the City may cancel, terminate or suspend this agreement in whole or in part, pursuant to the terms contained in paragraph 2.

The parties do not intend this provision to subject any party to liability under any local, state or federal law unless it applies.
IN WITNESS WHEREOF, three copies of the above and foregoing Agreement have been executed by each of the parties on the day and year first written above.

CITY OF PRAIRIE VILLAGE, KANSAS

___________________________    ______________________________
Date      Laura Wassmer Eric Mikkelson, Mayor

ATTEST:

Joyce Hagen Mundy Adam Geffert, City Clerk

APPROVED AS TO FORM:

___________________________    ______________________________
Date      Nancy Wallerstein Mike Pirner, Chair

ATTEST:

Steve Baru Leslee Rivarola, Secretary

APPROVED AS TO FORM:

Fred J. Logan, Jr., JCPRD Legal Counsel
The following is list of dates and times the **2018-2019 Summer Escapades Camp** run by Johnson County Park and Recreation District would like the use of the large pavilion at Harmon Park:

<table>
<thead>
<tr>
<th>Day</th>
<th>Date</th>
<th>Time</th>
<th>Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wednesday,</td>
<td>May 15</td>
<td>6:00 p.m. - 8:00 p.m.</td>
<td>Set-up / Parent Orientation</td>
</tr>
<tr>
<td>Tuesday- Friday</td>
<td>May 28 – 31</td>
<td>8:00 a.m. - 5:00 p.m.</td>
<td>Set-up</td>
</tr>
<tr>
<td>Monday-Friday</td>
<td>June 3 - June 7</td>
<td>7:00 a.m. - 5:30 p.m.</td>
<td>Day Camp</td>
</tr>
<tr>
<td>Monday-Friday</td>
<td>June 10 – June 14</td>
<td>7:00 a.m. - 5:30 p.m.</td>
<td>Day Camp</td>
</tr>
<tr>
<td>Monday-Friday</td>
<td>June 17 – June 21</td>
<td>7:00 a.m. - 5:30 p.m.</td>
<td>Day Camp</td>
</tr>
<tr>
<td>Monday-Friday</td>
<td>June 24 – June 28</td>
<td>7:00 a.m. - 5:30 p.m.</td>
<td>Day Camp</td>
</tr>
<tr>
<td>Mon., Tues-Friday</td>
<td>July 1 – July 5</td>
<td>7:00 a.m. - 5:30 p.m.</td>
<td>Day Camp</td>
</tr>
<tr>
<td>Monday-Friday</td>
<td>July 8 – July 12</td>
<td>7:00 a.m. - 5:30 p.m.</td>
<td>Day Camp</td>
</tr>
<tr>
<td>Monday-Friday</td>
<td>July 15- July 19</td>
<td>7:00 a.m. - 5:30 p.m.</td>
<td>Day Camp</td>
</tr>
<tr>
<td>Monday-Friday</td>
<td>July 22 - July 26</td>
<td>7:00 a.m. - 5:30 p.m.</td>
<td>Day Camp</td>
</tr>
<tr>
<td>Monday-Friday</td>
<td>July 29 – Aug. 2</td>
<td>7:00 a.m. - 5:30 p.m.</td>
<td>Day Camp</td>
</tr>
</tbody>
</table>
The following is list of dates and times the 2018-2019 Summer Escapades Camp run by Johnson County Park and Recreation District would like to swim at the Prairie Village Pool:

<table>
<thead>
<tr>
<th>Day</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1:00 p.m. - 3:30 p.m. on all dates</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>May</strong></td>
<td></td>
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<tr>
<td><strong>June</strong></td>
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<td></td>
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<tr>
<td>Tuesday</td>
<td>4</td>
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<tr>
<td>Wednesday</td>
<td>5</td>
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<tr>
<td>Thursday</td>
<td>6</td>
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<td>Tuesday</td>
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<td>Tuesday</td>
<td>18</td>
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<td>Wednesday</td>
<td>19</td>
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<td>Thursday</td>
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<td>Tuesday</td>
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<td>26</td>
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<tr>
<td>Thursday</td>
<td>27</td>
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<tr>
<td><strong>July</strong></td>
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<tr>
<td>Tuesday</td>
<td>2</td>
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<tr>
<td>Wednesday</td>
<td>3</td>
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<tr>
<td>Tuesday</td>
<td>9</td>
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<tr>
<td>Wednesday</td>
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<tr>
<td>Thursday</td>
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<tr>
<td>Tuesday</td>
<td>16</td>
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<td>30</td>
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<tr>
<td>Wednesday</td>
<td>31</td>
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<tr>
<td><strong>Aug</strong></td>
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<tr>
<td>Thursday</td>
<td>1</td>
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</tr>
<tr>
<td>Presented to:</td>
<td>Recreation Committee</td>
<td>Meeting Date:</td>
</tr>
<tr>
<td>--------------</td>
<td>-----------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>Project Name/Identification:</td>
<td>City of Prairie Village Learn to Swim Agreement</td>
<td></td>
</tr>
<tr>
<td>Contact:</td>
<td>Rhonda Pollard, Superintendent of Recreation</td>
<td>Phone:</td>
</tr>
</tbody>
</table>

**ISSUE:** Consider approval of the City of Prairie Village Learn to Swim Agreement.

**BACKGROUND:** JCPRD offers Learn to Swim programs to the community at the Roeland Park Aquatic Center. Demand for these programs increases during the summer months, and this agreement provides for the use of the Prairie Village Swimming Pool, at no charge to JCPRD for use of the pool, to offer these summer programs. This agreement is a renewal of the previous year’s agreement. This is the tenth year for this agreement. Changes are to the dates, program information, Non-Discrimination Clause and appropriate names on the signature page.

**ANALYSIS:** Limited availability to facilities makes this agreement imperative. This is an ongoing and successful partnership between JCPRD and the City of Prairie Village.

**FUNDING REVIEW:** Are there funding implications involved?  ❏ No  ❑ Yes  If Yes, explain:

**ALTERNATIVES:** Staff Recommendation

- Recommend consent approval as recommended by staff ................................................................. ❏
- Recommend consent approval as determined/modified by committee ............................................. ❑
- Recommend discussion and action by the full Board at Board Meeting ............................................ ❑
- Recommend denial of request ........................................................................................................... ❑
- Table for additional consideration ................................................................................................. ❑
- Take no action ................................................................................................................................. ❑
- Other: ............................................................................................................................................... ❑

*If other, explain:

Consequences or additional Information (if any):

**LEGAL REVIEW:** Is legal counsel review required?  ❑ Yes  ❏ No  *If yes, explain: Legal Counsel has approved as to form.

**SUGGESTED RECOMMENDATION/MOTION:** It was the consensus of the committee to recommend Board consent approval of the City of Prairie Village Learn to Swim Agreement.

**SUPPORTING DOCUMENTATION:**

1. City of Prairie Village Learn to Swim Agreement.
Johnson County Park and Recreation District
Learn to Swim Program
2018-2019 Participation Agreement

As a Community Service, the Johnson County Park and Recreation District (JCPRD) agrees to provide the Learn to Swim program for the City of Prairie Village (the City). The program will be held at the Prairie Village Pool Complex at 7711 Delmar in Prairie Village, Kansas.

1. The Johnson County Park and Recreation District will provide:
   - The Learn to Swim Program
   - Private/Semi Private Lessons
   - The scheduling for the lessons in the program
   - Sufficient certified staff
   - A staff member to monitor and control the entrance
   - Promotion of the program
   - Registration of the participants
   - Equipment needed for the program
   - Emergency action plans and first aid kit

   The City of Prairie Village will provide a temporary barrier at the entrance to assist staff in the control of patrons at the entrance.

2. The Johnson County Park and Recreation District will have use of the facility beginning June 3, 2018 and ending July 21, 2018. Morning lessons will be held in the Yard Pool and Diving Well until 11:30 a.m. and at 11 a.m. in the Splash down Pool and the Meter Pool. Exceptions can be made at the discretion of the City Management. The Adult Pool is off-limits during lessons.
   - Lessons offered Monday through Thursday, Wednesday, with Thursday as Friday as a make-up session.
   - Morning lessons held between 9 a.m. – 12 p.m. Session dates: (all 86 day sessions):
     1. June 3-13
     2. June 19-30
     3. No classes July 3-7
     4. July 10-18
     5. July 22-Aug 1

3. The Johnson County Parks and Recreation District courses offered:
   - Parent & Child Tot 2 years and under
   - Aqua Tot 2 ½ - 5 years
   - Novice 5-12 years Progressive Swim Lessons Ages 3-6 years old
   - Advanced Novice 5-12 years
   - Intermediate 5-12 years
   - Adult Private Lessons (to be held during group lesson times only)
   - Private Lessons (to be held during group lesson times only)

4. Course Fees will be:
   - 30 Minutes Sessions:
     - $60 Learn to Swim per Session (Johnson County Resident)
     - $66 Learn to Swim per Session (Non-Johnson County Resident)
Private Lessons

- $46 for Two 30-minute Private Lessons (Johnson County Resident)
- $51 for Two 30-minute Private Lessons (Non-Johnson County Resident)
- $77 for Four 30-minute Private Lessons (Johnson County Resident)
- $82 for Four 30-minute Private Lessons (Non-Johnson County Resident)

5. Non-Discrimination Clause

JCPRD shall comply with all applicable, local, state and federal laws in carrying out this agreement, including but not limited to Section 5-801 et seq. of the Prairie Village City Code.

In connection with the performance of this agreement, JCPRD agrees to comply with the applicable provisions of all local, state and federal discrimination laws.

JCPRD further agrees not to discriminate against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin or ancestry in the admission or access to, or participation or employment in, its programs, services and activities.

If the City determines that JCPRD has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry in the admission or access to, or participation or employment in its programs, services and activities, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part. The parties do not intend this provision to subject any party to liability under local, state or federal laws unless it applies.

6. JCPRD shall furnish to the City a valid certificate of insurance providing the following coverage:

- General Aggregate $2,000,000
- Products and Completed Operations $2,000,000
- Personal/Advertise ment Injury $500,000
- Fire Damage $300,000
- Each Occurrence $500,000

Workers Compensation and Employers Liability as determined by Kansas Statutes.

Copies of said policies shall be provided to the City on or before May 31, 2018.

JCPRD agrees to defend, indemnify, and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments for personal injury, bodily injury, property damage, and/or death arising out of JCPRD’s or any of its agents’, servants’, and/or employees’ negligent acts and/or failures to act in the performance of this agreement provided, however, that in no event shall JCPRD be subjected to any liability greater than found in the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., and amendments thereto.

JCPRD and its employees are independent contractors and are not employees, servants, or agents of the City. JCPRD has the sole responsibility of providing worker’s compensation coverage for its employees.
and the City shall not be responsible for injuries or bodily damage sustained by JCP RD volunteers, employees, representatives and/or staff.

This agreement evidences the entire agreement between parties hereto and supersedes any and all prior agreements and understandings between the parties pertaining to the provision of swimming lessons at the Prairie Village Pool Complex.

Changes can be made to any part of this agreement with the consent of both parties. If the agreement is suitable to the parties involved, please sign below.

CITY OF PRAIRIE VILLAGE, KANSAS

_______________________________
Mayor Laura Wassmer
_______________________________
Eric Mikkelson

ATTEST:

_______________________________
Joyce Hagen Mundy
_______________________________
Adam Geffert, City Clerk

APPROVED AS TO FORM:

_______________________________
Catherine P. Logan
_______________________________
David E. Waters, City Attorney

BOARD OF PARK AND RECREATION COMMISSIONERS
JOHNSON COUNTY PARK AND RECREATION DISTRICT

_______________________________
Nancy Wallerstein
_______________________________
Mike Pirner, Chair

ATTEST:

_______________________________
Steve Baru
_______________________________
Leslee Rivarola, Secretary

APPROVED AS TO FORM:

_______________________________
Fred J. Logan, Jr., JCP RD Legal Counsel
Presented to: Recreation Committee  Meeting Date: 02/11/2019

Project Name/Identification: Agreement by and among the City of Fairway, Kansas; the City of Leawood, Kansas; the City of Merriam, Kansas; the City of Mission, Kansas; the City of Prairie Village, Kansas; the City of Roeland Park, Kansas and Johnson County Park and Recreation District for use of swimming pool facilities (Super Pool Pass)

Contact: Rhonda Pollard, Superintendent of Recreation  Phone: 913-826-3020

ISSUE: Consider approval of Agreement by and among the City of Fairway, Kansas; the City of Leawood, Kansas; the City of Merriam, Kansas; the City of Mission, Kansas; the City of Prairie Village, Kansas; the City of Roeland Park, Kansas and Johnson County Park and Recreation District for use of swimming pool facilities (Super Pool Pass).

BACKGROUND: This cooperative agreement among the municipalities listed above provides increased service to our residents, offering them the opportunity to have membership benefits at the outdoor pools in all of these municipalities at a reasonable price. This opportunity also increases the value of membership at each of these individual pools, with a desired outcome of increasing memberships. This is renewal of previous year’s agreement. The dates and signature page were updated in the agreement.

ANALYSIS: This cooperative effort, which increases services to residents, also has the potential for increased revenues at each participating pool.

FUNDING REVIEW: Are there funding implications involved? ☒ No ☐ Yes  If Yes, explain:

ALTERNATIVES:

- Recommend consent approval as recommended by staff ................................................................. ☒
- Recommend consent approval as determined/modified by committee .............................................. ☐
- Recommend discussion and action by the full Board at Board Meeting ........................................... ☐
- Recommend denial of request ............................................................................................................. ☐
- Table for additional consideration ................................................................................................. ☐
- Take no action ................................................................................................................................. ☐
- Other: ............................................................................................................................................. ☐

If other, explain:

Consequences or additional Information (if any):

LEGAL REVIEW: Is legal counsel review required? ☐ No  ☒ Yes  If yes, explain: Legal Counsel has approved as to form.

SUGGESTED RECOMMENDATION/MOTION: It was the consensus of the committee to recommend Board consent approval of the Agreement by and among the City of Fairway, Kansas; the City of Leawood, Kansas; the City of Merriam, Kansas; the City of Mission, Kansas; the City of Prairie Village, Kansas; the City of Roeland Park, Kansas and Johnson County Park and Recreation District for use of swimming pool facilities (Super Pool Pass).

SUPPORTING DOCUMENTATION:

1. Agreement by and among the City of Fairway, Kansas; the City of Leawood, Kansas; the City of Merriam, Kansas; the City of Mission, Kansas; the City of Prairie Village, Kansas; the City of Roeland Park, Kansas and Johnson County Park and Recreation District for use of swimming pool facilities (Super Pool Pass).

This Agreement made and entered into as of the effective date specified herein by and among the City of Fairway, Kansas (“Fairway”), the City of Leawood, Kansas (“Leawood”), the City of Merriam, Kansas (“Merriam”), the City of Mission, Kansas (“Mission”), the City of Prairie Village, Kansas (“Prairie Village”), the City of Roeland Park, Kansas (“Roeland Park”), and Johnson County Park and Recreation District (“JCPRD”) as operator of the Roeland Park swimming pool facility.

RECITALS

A. The cities of Fairway, Leawood, Mission, Prairie Village and Roeland Park (each a “City” and collectively the “Cities”) and JCPRD as operator of the swimming pool facility for Roeland Park, operate the public outdoor swimming pool facilities (“Pool Facilities”) described in Exhibit A.

B. The Cities, JCPRD, and Merriam desire to enter into this Agreement to allow qualified patrons, as defined below, the opportunity to use the Pool Facilities during the 2019 swim season while Merriam constructs a new community center with indoor / outdoor aquatics.

C. K.S.A. § 12-2908 authorizes the Cities, JCPRD, and Merriam to enter into this Agreement.

NOW, THEREFORE, pursuant to, and in accordance with, the statutory authority invested in the parties to this Agreement, and in consideration of the mutual advantage received by each party, the parties hereto enter into this Agreement upon, and subject to, the following terms and conditions:

I. PURPOSE AND INTENT.

The purpose of this Agreement is to establish cooperation among the Cities, Merriam, and JCPRD, as operator of the Roeland Park pool facility, by making all of the Pool Facilities available for use by the qualified patrons of Merriam with the purchase of a pass [“Super Pool Pass”] during the 2019 swim season, which commences approximately May 26, 2019 and ends approximately September 2, 2019.
II. **EFFECTIVE DATE AND TERM.**

This Agreement shall become effective upon its adoption by each participating jurisdiction and shall remain in full force and effect for a term of one (1) year from the effective date hereof.

III. **COOPERATION USE OF POOL FACILITIES.**

As part of its program for use of the Pool Facilities during the 2019 swim season, Merriam will sell memberships to qualified patrons that will include a Super Pool Pass at no additional charge. For purposes of this Agreement, “qualified patrons” means (a) residents of Merriam, or (b) non-residents of Merriam who purchased a Merriam season pass in 2018.

a. Pool membership fees for Merriam will be:

<table>
<thead>
<tr>
<th></th>
<th>Resident</th>
<th>Non-Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td>Household</td>
<td>$105</td>
<td>$180</td>
</tr>
<tr>
<td>Youth (17 &amp; under)</td>
<td>$55</td>
<td>$85</td>
</tr>
<tr>
<td>Adult</td>
<td>$70</td>
<td>$105</td>
</tr>
<tr>
<td>Senior (60+)</td>
<td>$55</td>
<td>$85</td>
</tr>
</tbody>
</table>

b. The Super Pool Pass will be designated with a high quality, not easily reproducible sticker added to the seasonal pass card of qualified patrons. The Cities and Merriam will agree in advance on the form and cost of the sticker. The cost of Merriam’s stickers will be funded by membership fees collected by Merriam. The Super Pool Pass will authorize the holders access to any of the Pool Facilities described on the attached Exhibit A during the 2019 swim season.

c. Merriam will keep track of the sales of membership by category. Each city will track the number of times each day a Merriam Super Pool Pass is used to enter any of its Pool Facilities and how many individuals are admitted for each use of a family Super Pool Pass; and report these counts by email at the end of the season to the Director of Parks and Recreation at Merriam. Merriam will email the tally to all of the Cities promptly upon receipt of the tallies from all Cities.
d. Merriam will retain no revenue from the passes sold. The revenues will be held in suspense until the end of the season.

e. The revenue will be summed and used initially to pay for the cost of Merriam’s stickers. The remaining pooled revenue will then be distributed proportionally to each City based on the Merriam Super Pool Pass use count at the City’s Pool Facilities divided by the total use count of the Merriam Super Pool Pass at all facilities. The calculation will be used to determine the transfer of funds to Cities based on money collected and due each entity. For example, if at the end of the 2019 swim season Merriam Super Pool Passes were used on 500 occasions at all Pool Facilities, and on 100 occasions at the Mission Pool Facilities, Mission would receive 1/5th of the revenue collected.

IV. POOL SAFETY STANDARDS

Each City and Merriam and JCPRD agree to operate and maintain its Pool Facility in compliance with safety standards generally applicable to municipal pool facilities in Kansas, including, but not limited to, the following practices:

a. All Pool Facilities must comply with federal regulations contained in the Virginia Graeme-Baker Act.

b. All Pool Facilities must be municipally owned and either (a) operated by municipal staff, (b) operated by a professional pool management company engaged by the city, or (c) operated by JCPRD.

c. All Pool Facilities must meet facility standards in regards to proper placement of guards, number of guards on duty and facility readiness standards as published by the American Red Cross, Ellis and Associates, or Starguard.

d. All lifeguards must receive lifeguard certification from an accredited association.

e. All Pool Facilities must comply with the Kansas Amusement Ride Act, K.S.A. 44-1601 et seq., and amendments thereto.

V. LIABILITY

The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the
parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto on the day and year indicated by each signature.

[signature pages follow]
CITY OF FAIRWAY, KANSAS

_____________________________________

By  Melanie Hepperly, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF LEAWOOD, KANSAS

_____________________________________

By  Peggy Dunn, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney
CITY OF MERRIAM, KANSAS

Attest: 

__________________________________________

By Ken Sissom, Mayor

__________________________

City Clerk

Approved as to Form:

__________________________________________

City Attorney

CITY OF MISSION, KANSAS

Attest: 

__________________________________________

By Ron Appletoft, Mayor

__________________________

City Clerk

Approved as to Form:

__________________________________________

City Attorney
CITY OF PRAIRE VILLAGE, KANSAS

Attest:

By Eric Mikkelson, Mayor

City Clerk

Approved as to Form:

City Attorney

CITY OF ROELAND PARK, KANSAS

By Mike Kelly, Mayor

City Clerk

Approved as to Form:

City Attorney
JOHNSON COUNTY PARKS AND RECREATION DISTRICT

Attest:

__________________________
By Nancy Wallerstein, Board Chair

Steven L. Baru, Secretary

Approved as to Form:

Ernie Ballweg, District Legal Counsel
Exhibit A

<table>
<thead>
<tr>
<th>CITY</th>
<th>OUTDOOR POOL FACILITIES</th>
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<tr>
<td>Fairway</td>
<td>6136 Mission Road</td>
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<tr>
<td></td>
<td>Fairway, KS 66205</td>
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<tr>
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<td>10601 Lee Boulevard</td>
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<td></td>
<td>Leawood, KS 66206</td>
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<td>6090 Woodson Road</td>
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<td></td>
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<tr>
<td>Roeland Park/Parks and Recreation District</td>
<td>4843 Rosewood Drive</td>
</tr>
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<td>Roeland Park, KS 66205</td>
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