BOARD OF PARK AND RECREATION COMMISSIONERS

Steven Baru, Chair
Leslee Rivarola, Vice Chair
George Schlagel, Secretary
Paul Snider, Treasurer
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RECREATION (REC) COMMITTEE

Jeff Meyers, Chair
Heather Rubesch
George Schlagel
Steve Baru, Board Chair Ex Officio Member

MEETING AGENDA

JCPRD Administration Building Boardroom
7900 Renner Road, Shawnee Mission, KS 66219
Monday, March 11, 2019
5:30 pm

CALL TO ORDER/ROLL CALL

DISCUSSION & ACTION

A. T-Shirts Bid Opening Results – Rhonda Pollard, Superintendent of Recreation
   Issue: Consider T-shirt Bid Opening Results.

B. Charlie’s House Kid’s Triathlon Agreement – Rhonda Pollard, Superintendent of Recreation
   Issue: Consider Charlie’s House Kid’s Triathlon Agreement.

C. Tivity Health Silver Sneakers 50 Plus Agreement – Rhonda Pollard, Superintendent of Recreation
   Issue: Consider Tivity Health Silver Sneakers 50 Plus Agreement.

D. City of Shawnee Pool Rental Agreement – Rhonda Pollard, Superintendent of Recreation
   Issue: Consider City of Shawnee Pool Rental Agreement.

OTHER BUSINESS

ADJOURNMENT
ISSUE: Consider approval of JCPRD Event and Program T-Shirts bid results.

BACKGROUND: Recreation programs purchase thousands of participant and staff t-shirts for camps, leagues and tournaments throughout the year. To secure the best price, staff went through the bid process and are bringing their recommendation to the board.

ANALYSIS: Based on the large quantity of t-shirts ordered for events and programs annually, this comparison of competitive pricing provides staff the opportunity to save the District thousands of dollars.

FUNDING REVIEW: Are there funding implications involved? ☒ No ☐ Yes If Yes, explain: All participation fees for programs and events cover the cost for t-shirts ordered.

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:

SUGGESTED RECOMMENDATION/MOTION:

It was the consensus of the committee to recommend Board consent approval of staff’s recommend to award the bid to Ad Wear & Specialty of Texas, Inc. Ad Wear & Specialty of Texas, Inc. has been our t-shirt vendor in the past, their prices remain competitive, while also responding to and meeting all criteria requested in the bid.

SUPPORTING DOCUMENTATION:
1. JCPRD T-shirt Bid minutes.
2. JCPRD T-shirt Bid tab sheet results.
BID OPENING
MINUTES

Thursday, February 22, 2019 @ 2:00 PM

Staff Present: Michelle Alexander, Rebecca Hart, Shannon Sonnier, Cindy Lawrence, Joe Wichman

Guests Present: None.

Ms. Lawrence called the bid opening to order in the JCPRD Administration Building Sunflower Room at 2:00 PM. She stated that the Proof of Publication was available for anyone interested and that the bid information was also available at www.JCPRD.com/Bid Notices. He explained that the purpose of the public meeting was to open and read aloud all sealed bids for the following:

**JCPRD Event and Program T-shirts**

Ms. Lawrence 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 the item covered by the bid, reject any and all bids, and to waive irregularities and formalities in any bid submitted. She 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 Wednesday, March 20, 2019 at 7:00 PM in the JCPRD Administration Building Boardroom in Shawnee Mission Park. She added that the meeting is open to the public.

Ms. Hart 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 3:19 PM.

Submitted by:

Recorded by:
Cindy Lawrence
Senior Administrative Assistant
Parks & Golf Courses Division
### 2019 JCPRD T-Shirt Bid Tabulation Sheet

#### 100% Cotton Short Sleeve

| # | Colored T Shirts (2) Screen Print Colors | Screen Print Locations | Eagle | Ad Wear | All Star Custom Apparel | Branding Stop | Champion Awards | Champion Teamwear | Crossroads Designs | Custom Graphics | DNR Corps | Great Armadillo | nitsom promos | relec apparel | Velocity Supply Hub | Control Printing | Express Press | Superintendent’s Estimate |
| 1 | | | | | | | | | | | | | | | | | | | |
| 99 or less | Not Complete | Did't meet shipping requirement | Did't follow bid request | Did't meet shipping requirement | | | | | | | | | | | | | | | |}
| Cost Per Shirt (youth or adult, S-XL) | $2.89 | $5.48 | $5.83 | 4.50 | $5.85 | $5.40 | 3.75 | 3.58 | $5.30 | 2.60 | 4.35 | | | | | | | | $8.00 |
| Cost per XXL Shirt | $4.89 | $7.36 | $1.57 | 5.80 | 6.85 | 7.05 | 5.25 | 6.31 | 6.55 | 4.10 | 6.10 | | | | | | | | $9.00 |
| Add'l Cost Per Screen Print Color after 2 Colors | $0.30 | $0.80 | $0.25 | $0.30 | $0.50 | $0.35 | $0.25 | $0.35 | $0.10 | | | | | | | | | | $3.00 |
| 100 - 500 | | | | | | | | | | | | | | | | | | | |
| Cost Per Shirt (youth or adult, S-XL) | $2.79 | $5.01 | $5.26 | 4.00 | 5.22 | 4.26 | 3.75 | 3.46 | 4.80 | 2.45 | 3.75 | | | | | | | | $8.00 |
| Cost per XXL Shirt | $4.79 | $6.84 | $1.57 | 5.30 | 6.22 | 5.91 | 5.25 | 6.06 | 6.05 | 4.05 | 5.50 | | | | | | | | $9.00 |
| Add'l Cost Per Screen Print Color after 2 Colors | $0.30 | $0.60 | $0.20 | $0.25 | $0.25 | $0.35 | $0.25 | $0.25 | $0.10 | | | | | | | | | | $3.00 |
| 500+ | | | | | | | | | | | | | | | | | | | |
| Cost Per Shirt (youth or adult, S-XL) | $2.63 | $4.86 | $4.34 | 3.50 | 5.13 | 4.08 | 3.55 | 3.33 | 3.00 | 2.20 | 3.15 | | | | | | | | $8.00 |
| Cost per XXL Shirt | $4.63 | $6.69 | $1.57 | 4.80 | 6.13 | 5.73 | 5.05 | 5.81 | 4.25 | 4.00 | 4.90 | | | | | | | | $9.00 |
| Add'l Cost Per Screen Print Color after 2 Colors | $0.30 | $0.40 | $0.20 | $0.20 | $0.20 | $0.35 | $0.25 | $0.25 | $0.10 | | | | | | | | | | $3.00 |

#### 50/50 Blend Short Sleeve

| # | Colored T Shirts (2) Screen Print Colors | Screen Print Locations | Eagle | Ad Wear & Speciality of TX | All Star Custom Apparel | Branding Stop | Champion Awards | Champion Teamwear | Crossroads Designs | Custom Graphics | DNR Corps | Great Armadillo | nitsom promos | relec apparel | Velocity Supply Hub | Control Printing | Express Press | Superintendent’s Estimate |
| 1 | | | | | | | | | | | | | | | | | | | |
| 99 or less | Not Complete | Did't meet shipping requirement | Did't follow bid request | Did't meet shipping requirement | | | | | | | | | | | | | | | | |
| Cost Per Shirt (youth or adult, S-XL) | $2.99 | $5.76 | $6.08 | 5.00 | 6.75 | 7.61 | 3.85 | 4.26 | 5.70 | 3.30 | 4.40 | | | | | | | | $8.00 |
| Cost per XXL Shirt | $4.99 | $7.72 | $1.51 | 7.30 | 7.75 | 10.79 | 5.15 | 6.99 | 6.95 | 4.80 | 6.30 | | | | | | | | $9.00 |
| Add'l Cost Per Screen Print Color after 2 Colors | $0.30 | $0.80 | $0.25 | $0.30 | $0.50 | $0.35 | $0.25 | $0.35 | $0.35 | | | | | | | | | | $3.00 |
| 500+ | | | | | | | | | | | | | | | | | | | |
| Cost Per Shirt (youth or adult, S-XL) | $2.79 | $5.10 | $4.59 | 4.00 | 6.03 | 6.05 | 3.25 | 3.95 | 3.85 | 3.00 | 3.25 | | | | | | | | $8.00 |
| Cost per XXL Shirt | $4.79 | $7.05 | $1.51 | 6.30 | 6.03 | 9.27 | 4.75 | 6.43 | 4.30 | 4.50 | 5.15 | | | | | | | | $9.00 |
| Add'l Cost Per Screen Print Color after 2 Colors | $0.30 | $0.40 | $0.20 | $0.20 | $0.20 | $0.35 | $0.25 | $0.25 | $0.25 | | | | | | | | | | $3.00 |
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### 60% COTTON / 40% POLYESTER SHORT SLEEVE

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### Staff Recommendation

Staff recommend awarding the bid to Ad Wear & Specialty of Texas, Inc. Ad Wear & Specialty of Texas, Inc. has been our t-shirt vendor in the past, their prices remain competitive and they also responding to and meet all criteria requested in the bid.
Presented to: Recreation Committee  
Meeting Date: 03/11/2019

Project Name/Identification: Charlie’s House Partnership Agreement

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

**ISSUE:** Consider approval of the Charlie’s House Partnership Agreement (Heritage Park 3: 5K, 10K, and 15K).

**BACKGROUND:** JCPRD desires to increase the net proceeds and media exposure from holding its Heritage Park 3 and has determined sponsorship of the event will assist in meeting these needs. Charlie’s House has determined that this annual event meets with its community outreach mission and desires to be a corporate partner for the Heritage Park 3. This agreement clarifies the responsibilities of each agency as the Heritage Park 3 sponsors and JCPRD administrators. This is the third year JCPRD has held an agreement with Charlie’s House. Their prior sponsorship went to the 2017-2018 Kid’s Triathlon. Changes are to the dates, signature page and event name.

**ANALYSIS:** This relationship brings much needed revenue to the annual Heritage Park 3. Sponsorship revenue is used to fund the triathlon, which helps JCPRD keep entry fees low.

**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:

**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 Charlie’s House Partnership Agreement (Heritage Park 3).

**SUPPORTING DOCUMENTATION:**
THIS AGREEMENT is made and entered into this ___ day of March, 2019, by and between the Johnson County Park and Recreation, JCPRD, 6501 Antioch Road, Shawnee Mission, Kansas 66202, hereafter designated JCPRD, and Charlie’s House, 6324 N. Chatham Ave., Suite 223, Kansas City, Missouri 64151, hereafter designated Charlie’s House.

WHEREAS, JCPRD intends to conduct an annual 5k, 10k and 15k run hereafter designated as the “Event”; and
WHEREAS, JCPRD desires to increase the net proceeds and media exposure from holding the Event to further enhance JCPRD, and;
WHEREAS, JCPRD has determined sponsorship of the Event will assist in meeting these JCPRD needs; and
WHEREAS, Charlie’s House has determined that the Event meets with its community outreach mission and desires to be a corporate partner for the Event; and
WHEREAS, JCPRD desires the partnership of Charlie’s House subject to the terms and conditions as set forth herein.

NOW THEREFORE, in order to clarify and set forth the duties and responsibilities of each party Charlie’s House and JCPRD hereto agree as follows:

A. The general terms and conditions of the Event will be as follows:
   1. The Event shall be held on a closed course inside the area of Heritage Park (hereafter “Park”).
   2. Advance planning and operational procedures will be directed by an Advisory Planning Committee. The Committee make-up shall consist of representatives from both Charlie’s House, and from JCPRD. The number of representatives from each agency shall be agreed upon by JCPRD’s designated Race Director and by a designated Charlie’s House representative, and shall not exceed three (3) representatives from Charlie’s House.
   3. The Event shall consist of a 5K run, a 10K run and a 15K run. 5K is open to all age groups, 10K and 15K are open to 15 and older.

B. JCPRD agrees to the following:
   1. To recognize Charlie’s House as Presenting Partner of the Event and to comply with the conditions set forth in Exhibit A attached hereto and made a part hereof.
   2. To administer the Event, hereinafter known as the Heritage Park 3: 5K, 10K and 15K in Partnership with Charlie’s House, and to provide the use of the Park for conducting the Event on Saturday, May 11, 2019 between the hours of 5 a.m. and 12 noon.
   3. To administer the registration of participants and payment of expenses in connection with the Event.
   4. To provide liability insurance in the amount of at least $500,000 throughout the Event with Charlie’s House named as an Additional Insured thereon, providing coverage for Charlie’s House, its officers, trustees,
shareholders, directors, employees and agents. A copy of the Certificate of Insurance evidencing coverage required by this Agreement shall be provided by JCPRD to Charlie’s House.

5. To ensure a safe event for all participants by enlisting the services of a professional meteorology firm to assist in weather forecasting the day of the event. JCPRD reserves the right to cancel or alter the event if weather or other factors pose a safety concern and, in the event of such cancellation, JCPRD shall be deemed to have fulfilled all obligations of this agreement.

6. To provide routine maintenance to the Park in advance of the Event.

7. To work cooperatively with the designated Charlie’s House representative in matters of publicity and organization of the Event.

8. To coordinate the activities of all personnel assigned to the Event and participants who are entered in the event.

9. To provide all necessary interpretations of the rules and regulations during the course of the Event.

10. To assist in obtaining and coordinating the necessary services from other support groups for the safe operations of the Event.

11. To provide a sufficient number of JCPRD staff to assure adequate traffic control and operation of the Event.

12. To ensure that all participants sign an acknowledgement indicating that they have trained and conditioned appropriately for the Triathlon and represent that they are in good health for purposes of completing such part of the Event.

13. To allow Charlie’s House to solicit Event sponsors, and to allow Charlie’s House to retain 100% of the sponsorship dollars. All sponsors are subject to final approval by JCPRD.

14. To obtain Event sponsors to assist with funding and operations of this Event, as per the following criteria:
   a. $5,000 in revenue may be secured by JCPRD from lower-level sponsors, either by renewing agreements in future years with JCPRD’s 2018 previous sponsors for this Event, or by securing new sponsors to replace revenues lost if JCPRD’s 2018 previous sponsors should choose not to renew in future years. 2018 Sponsors: Endurance House, Natural Grocers, Academy Sports. These payments shall be made directly to JCPRD.
   b. New sponsors may be secured by JCPRD in excess of the $5,000 referenced above, only if such sponsorship is a lower-level sponsor included as part of a multi-event/program sponsorship offering secured by JCPRD. These sponsorship payments shall be made to JCPRD.
   c. Additional new sponsors may be secured by JCPRD, with net revenue of these sponsorships to be shared equally between JCPRD and Charlie’s House (after commission is paid to sponsorship coordinator). Sponsorship payment may be made to JCPRD (with revenue sharing payment to be made by JCPRD to Charlie’s House within 30 days of receipt of payment by JCPRD), or Charlie’s House’s share of the sponsorship payment may be made by sponsor directly to Charlie’s House if sponsor so desires.
d. No sponsor obtained by JCPRD shall be a competitor of Charlie’s House or its sponsors, and new sponsors obtained by JCPRD shall be subject to approval by Charlie’s House. No additional Title Sponsors nor any Presenting Sponsors will be solicited by JCPRD for this event.

e. Charlie’s House may solicit Event sponsors, and Charlie’s House may retain 100% of this sponsorship revenue. All sponsors obtained by Charlie’s House are subject to final approval by JCPRD.

15. To the extent permitted by law, to indemnify and hold harmless Charlie’s House, its officers, agents, employees and other representatives from and against any and all loss of or damage to property, or injuries to, or death of, any person or persons from any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind whatsoever in any way resulting from or arising out of the JCPRD activities, acts, or omissions of its participants and associated personnel arising out of this agreement, or the Event. At its own cost and expense, JCPRD will defend and protect Charlie’s House and its employees from any and all such claims or demands and will defend all suits arising therefore. The obligations of JCPRD hereunder shall not extend to claims based solely on the negligence or willful misconduct of Charlie’s House, its officers, agents, employees, and other representatives. However, nothing in this Agreement shall constitute a waiver by JCPRD of any defense JCPRD may have against a third party under the Kansas Tort Claims Act, K.S.A. 75-6101, et seq. and amendments thereto.

C. Charlie’s House agrees to the following:

1. To provide representatives who will serve on an Advisory Planning Committee.

2. To assist where applicable with public relations materials for the Event.

3. To assist in the recruitment of volunteer personnel for Event aid stations, directional assistance, crowd control, and finish line.

4. To pay JCPRD sponsorship fee of $6,000 for the 2019 Event, with $3,000 to be paid by March 1, 2019 and the remaining $3,000 to be paid by May 1, 2019.

5. To the extent permitted by law, to indemnify and hold harmless JCPRD, its officers, agents, employees, and other representatives from and against any and all loss of or damage to property, or injuries to, or death of, any person or persons from any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind whatsoever in any way resulting from or arising out of the Charlie’s House activities, acts, or omissions of its participants and associated personnel arising out of this agreement. At its own cost and expense, Charlie’s House will defend and protect JCPRD and its employees from any and all such claims or demands and will defend all suits arising therefore. The obligations of Charlie’s House hereunder shall not extend to claims based solely on the negligence or willful misconduct of JCPRD, its officers, agents, employees, and other representatives.

E. In the event that a party shall default in any obligation or condition of this Agreement and such default shall not be cured within a period of ten (10) days after written notice of such default is given by the non-defaulting party, the
non-defaulting party shall have the right to terminate this Agreement and may pursue any and all remedies as provided by law.

In WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

Date: ___________________    ________________________________

Steve Baru, Board Chair
BOARD OF PARK AND RECREATION COMMISSIONERS
JOHNSON COUNTY PARK AND
RECREATION DISTRICT

Date: ___________________    ________________________________

Cindy Mense, Board Chairman
Charlie’s House

APPROVED AS TO FORM:

___________________________________
Fred J. Logan, Jr., JCPRD Legal Counsel
EXHIBIT A

BENEFITS TO CHARLIE’S HOUSE AS PRESENTING PARTNER OF
HP3 5K, 10K, 15K

★ Charlie’s House name in event title

★ Charlie’s House name on Heritage Park entry signs (1 location) for two weeks prior to event.

★ Charlie’s House as “Presenting Partner” in media package including email blasts promoting the event, in all press kits and news releases issued by any media partnerships and the JCPRD’s Community Education Department.

★ Complimentary half page advertisement in JCPRD Summer Activities Catalog distributed to 50,000 homes. Subject to meeting JCPRD submission conditions and publication deadlines.

★ Charlie’s House signage at event, and at packet pick-up.

★ Charlie’s House name on the front, and logo on the back, of all participant t-shirts (quantity approximately 250). While other sponsor logos will appear on the back of these shirts, Charlie’s House logo will be the largest.

★ Charlie’s House name on finishers’ awards (provided to each finisher) and on age group awards.

★ Opportunity for Charlie’s House to place promotional materials into all race packets.

★ Opportunity for Charlie’s House to have a promotional booth or table at the event.

★ Announcements by deejay at event, recognizing Charlie’s House as Presenting Partner (Charlie’s House may provide informative script for deejay to read periodically throughout event).

★ Recognition of Charlie’s House

★ Charlie’s House as “Presenting Partner” at event Awards Ceremony. Charlie’s House may provide representative to be introduced and be the presenter of awards to all winners, if desired.

★ 4 complimentary entries into the event, available for Charlie’s House athletes, employees or clients.

★ Charlie’s House name and logo on designated JCPRD U Kid’s Triathlon in Partnership with Charlie’s House event webpage with link to Charlie’s House webpage on www.jcprd.com.

★ Charlie’s House name, logo, event description and registration information also available through Kansas City Triathlon clubs and various race calendars.

★ Charlie’s House given option to have presence at 2 additional JCPRD Special Events: Shawnee Mission Triathlon & Duathlon and JCPRD Kid’s Triathlon. In addition to this, Charlie’s House given option to put informational/promotional items in race packets for these events.
ISSUE: Consider approval of the Tivity Health Partner Location Agreement.

BACKGROUND: JCPRD desires that its Mill Creek Activity Center and Roeland Park Community Center locations be included as a member of Tivity Health’s network of locations for the purposes of increasing their fitness memberships and/or offering Tivity Health’s programs. Tivity Health desires JCPRD to be a member of Tivity Health’s network to expand opportunities for their members.

ANALYSIS: Partnering with Tivity Health provides JCPRD the opportunity to bring new users into JCPRD facilities. Tivity Health’s members are able to use JCPRD fitness areas, at no charge to the member, as part of their health insurance benefit. Tivity Health will reimburse JCPRD on a monthly basis for each time a member has used either the Mill Creek Activity Center or the Roeland Park Community Center fitness rooms.

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: Legal Counsel has approved as to form.

SUGGESTED RECOMMENDATION/MOTION:

It was the consensus of the committee to recommend Board consent approval of the Tivity Health Partner Location Agreement.

SUPPORTING DOCUMENTATION:

1. Tivity Health Partner Location Agreement.
TIVITY HEALTH PARTNER LOCATION AGREEMENT

This Tivity Health Partner Location Agreement (this “Agreement”) is between TIVITY HEALTH SERVICES, LLC (“Tivity Health”), and the “Facility” named below. This Agreement is effective as of as of the date of the signature by the Facility below (“Effective Date”). Facility desires that it and its other locations listed on Exhibit A-1 be included as a member of Tivity Health’s network of locations for the purposes of fitness memberships and/or offering Tivity Health’s programs, and Tivity Health desires Facility to be a member of Tivity Health’s network.

Facility. The undersigned Facility and any additional participating locations of Facility as mutually agreed to and set forth in Exhibit A-1, which have entered into this Agreement with Tivity Health to be part of its Tivity Health Network.

Facility Contact. Facility has designated the person named on Exhibit A-2 as authorized to represent Facility in communicating with Tivity Health about this Agreement.

Pricing. Tivity Health will pay Facility the selected program fees in Attachment A.

Programs. Facility will offer each Tivity Health program marked in Attachment A.

Term. The term of this Agreement runs from the Effective Date through the current year to December 31 of the following year (“Initial Term”) and thereafter will automatically renew for one (1) year periods running from January 1 to December 31, provided that after the Initial Term, either party may terminate this Agreement upon 120 days’ prior written notice.

Terms & Conditions. This Agreement will be governed by the Standard Terms and Conditions attached hereto and incorporated by reference herein.

The Tivity Health materials on the Portal are incorporated by reference as an integral part of this Agreement.

This Agreement supersedes any prior agreements and represents the entire understanding and agreement between the parties regarding the subject matter of this Agreement.

Tivity Health and Facility each sign below to agree to be bound to the terms of this Agreement as of the Effective Date.

TIVITY HEALTH SERVICES, LLC

Name of Facility

Signature

Tivity Health Printed Name

Printed Name

Tivity Health Title

Title

Date

Date

Johnson County Park and Recreation District

PLA_79015_2019
ATTACHMENT A

Notices, Utilization Payment, Programs and Pricing

1. Notices to Facility and Tivity Health.

   Facility Contact: Attached Exhibit A-2

   Tivity Health Contact: Tivity Health PL Contracting Department
   1445 South Spectrum Blvd.
   Chandler, Arizona 85286
   Phone: (480) 444-5400
   Email: PL.Contracting@tivityhealth.com

2. Facility Locations. Attached Exhibit A-1

3. Program Utilization Payment.

   a) Program Utilization Payment for Selected Tivity Health Programs. Tivity Health shall compensate Facility
      based on Program Member Visits, with a maximum cap payment per Program Participant per month. Program
      Visit shall mean one distinct occasion, recorded and reported by Facility in accordance with procedures
      specified in the Reference Guide, during which a Member enters Facility to enroll in or use the Program. Tivity
      Health shall not compensate Facility for more than one Program Visit per day. Program Participant shall mean
      a Member, who, after completing the Program enrollment, has used the Program at a facility in the Tivity
      Health Network at least once in a given month.

   b) Payment Schedule. Payment shall be processed for direct deposit by Tivity Health by the last day of the month
      following the month in which Program Visits occurred (“following month”), provided Tivity Health receives
      Facility’s monthly utilization data by the fifth (5th) day of the following month. In the event utilization data is not
      received in a timely manner, payment may be delayed. Payment for monthly utilization received after the last day
      of the following month will be denied for non-timely filing and will not be eligible for reimbursement or appeal.
      Appeals must be brought to the attention of Tivity Health within thirty (30) days of receipt of payment; appeals
      brought at a later date will not be eligible for review.

4. Programs and Pricing. A description of each Program appears on the Portal: https://fitness.tivityhealth.com

   ☑ SilverSneakers® Fitness Program Offering Basic Member Access
     $2.50 per Member Visit up to $20.00 per Member per Month

   ☑ Prime® (Fully Subsidized for Members 18+)
     $3.50 per Member Visit up to $30.00 per Member per Month

   ☑ Prime Private Brand® (Member Pay Program)
     $3.50 per Member Visit up to $30.00 per Member per Month

   ☑ WholeHealth Living Choices Program
     Facility agrees to extend to individuals eligible for the WholeHealth Living Choices Program discounted
     services as follows; these discounts represent a minimum of 10% off at least one of the rates:

     Standard Initiation Rate: Φ % Discount     Monthly Membership Rate: 10% Discount

PLA_79015_2019
1. Definitions. All terms not defined herein will have the meanings given to them in the Partner Location Agreement between Tivity Health and Facility (the "Agreement").

a) "Confidential Information" means this Agreement, the identity of any Tivity Health customer, Participant information and information a recipient should reasonably understand to be confidential given the nature of such information, including, without limitation, any Tivity Health IP.

b) "Sponsoring Organization" means any organization, employer group, health plan or subset thereof that is contracted with Tivity Health to provide the Program to its members and whose members may therefore utilize Facility in accordance with the terms of this Agreement. Facility shall provide the Program to eligible Members of all Sponsoring Organizations. Sponsoring Organization information shall be available to Facility, and such Sponsoring Organization information shall be incorporated herein by reference.

c) "Participant" means a Sponsoring Organization member, employee, dependent or other person eligible for the Program, determined by the Participant verification process outlined in the Reference Guide.

d) "Program" means each Tivity Health program elected in the Agreement and as described on the Portal.

e) "Reference Guide" means the procedures and guidelines set forth on the Portal for participation in the Tivity Health network.

f) "Tivity Health IP" means any and all intellectual property associated with the Program and tangible embodiments thereof, including, without limitation: the Portal, the Reference Guide; Program descriptions, processes and know-how; Tivity Health content on the Portal; and all data regarding activity at the Facility, such as utilization reports.

2. Facility Responsibilities. In exchange for the compensation to be paid by Tivity Health, Facility shall perform the following services:

a) Program Implementation Process. To prepare for Program commencement, Facility agrees to participate in the following 1) coordination with Tivity Health of electronic reporting containing the required data elements; 2) Tivity Health-scheduled and led training; and 3) Tivity Health’s evaluation of Facility to certify Facility’s preparedness to provide Program (the date by which each of these has been completed, the Ready Date)."

b) Staffed Hours. Facility shall be appropriately staffed in accordance with professionally-recognized standards of fitness programs a minimum of six (6) hours per day, Monday through Friday.

c) Program Enrollment. Facility shall enroll Participants in the Program in accordance with the protocol defined in the Reference Guide or other protocol mutually agreed between the Parties.

d) Reporting Obligations of Facility. Facility shall report Program utilization to Tivity Health on a monthly basis. Program utilization reporting shall consist of all 1) Program forms completed during the previous month as applicable; and 2) visits for the month. Facility shall prepare a report of daily visits and utilization from the month summarizing activity and containing the required data elements and submit it electronically to Tivity Health no later than the fifth (5th) day of the following month. The required file format, data elements and submission options are defined in the Reference Guide. The Parties to this Agreement shall work cooperatively to establish correct and acceptable electronic monthly utilization data reporting. Tivity Health may provide technical support to Facility if necessary.

e) SilverSneakers@ Program Advisor. Facility shall designate one staff member as the SilverSneakers Program Advisor, who shall serve as a liaison to Tivity Health and as a resource person for SilverSneakers Participants utilizing the Tivity Health Network, and is knowledgeable concerning all services provided by Facility to Participants.

f) Guest Pass Program. Facility shall provide Program services to persons presenting a Tivity Health guest pass. Properly documented guest visits will be counted the same as a Participant visit for purposes of calculating Facility’s compensation.

g) Reference Guide. Facility must comply with the Reference Guide to remain a part of Tivity Health’s network.

h) Access to Program at No Charge. Facility will provide all Participants access to the Program at no charge to the Participants.

i) Tivity Health Network Reciprocity. Facility will ensure that all of Facility’s locations listed in the Agreement allow access to all Participants.

j) Membership Conversion. Upon the Effective Date, Facility will inactivate any existing gym/facility membership relationship a Participant may have with Facility, which inactivation will be for the duration of the Agreement. Facility will not collect any monthly dues, cancellation fees, or other fees during the inactivation period. Upon termination of the
5. Disagreements. If the parties have a disagreement they will work in good faith to resolve it. Neither party will sue the other in front of a judge or jury; rather, all unresolved disagreements will be resolved exclusively by binding arbitration. Neither party will initiate, support, or otherwise participate in class action lawsuits, class-wide arbitrations, private attorney-general actions or the like against the other party.

6. Research Studies. Facility must seek prior written approval (which Tivity Health may decline in its sole discretion) from Tivity Health before undertaking any research or clinical study of Participants or Programs. Facility will provide study findings and results to Tivity Health prior to any publication or presentation of same. Tivity Health may withhold approvals hereunder in its sole discretion.

7. Compensation. Tivity Health will pay Facility the fees and rates set forth in the Agreement. Facility will be responsible to pay its own taxes on any payment received from Tivity Health.

8. Termination.

a. Early Termination. Notwithstanding any other provision of this Agreement, Tivity Health may terminate this Agreement at any time upon notice to Facility due to 1) closure of Facility, resulting in denial of Program services to Participants, without thirty (30) days’ prior written notice to Tivity Health; 2) fraudulent Program utilization reporting by Facility; or 3) Tivity Health’s reasonable determination that the health or safety of Participants may be in jeopardy if this Agreement is not terminated.

b. Bankruptcy. If at any time there is filed by or against a party to the Agreement a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver, trustee, or conservator of all or a portion of the party’s property, or if a party makes an assignment for the benefit of creditors, and if such action is not dismissed after 90 calendar days, the Agreement may be immediately terminated by the other party.

c. Material Breach. If either party breaches a material term or condition of the Agreement, the non-breaching party may terminate the Agreement on notice to the other party specifying the nature of the breach as long as the breach is not cured within 30 days after such notice.

d. Default. Tivity Health may at its sole discretion and without limiting its other remedies withhold payment of any amounts otherwise due to Facility if Facility commits an act of fraud or commits a material breach of the Agreement.
c. **Immediate Termination.** Tivity Health may immediately terminate the Agreement upon notice to Facility in the event of (i) Facility closure; (ii) fraudulent reporting of Program utilization by Facility; (iii) Tivity Health’s determination that a Participant’s health or safety may be at risk; or (iv) Facility or any of its owners, employees, agents, or affiliates have been convicted of Medicare fraud or appear on any state or federal government exclusion list, including, without limitation, the System for Award Management or the Office of Inspector General’s List of Excluded Individuals and Entities.

f. **Termination for Convenience.** Tivity Health may terminate the Agreement for convenience with 30 days prior written notice to Facility. In such case, Tivity Health shall have no further obligation or liability to Facility apart from the payment of fees owed.

9. **Confidentiality.** During the Term and at all times thereafter, Facility may not divulge to anyone or use in any way any Confidential Information.

10. **Participant Contact.** Facility agrees not to contact Participants during the Term of this Agreement regarding business matters of the Program, including, without limitation, switching health plans, disenrolling, enrolling with other health plans or similar entities, or contracting directly with Facility. Facility will not dissuade Participants from engaging in any Tivity Health Program.

11. **Notices.** All notices and other communications under this Agreement must be in writing, sent to the applicable contact listed in the Agreement, and will be deemed to have been duly given, made and received when sent by (a) electronic mail or (b) hand delivery, including by a recognized courier service.

12. **Waiver of Claims.** Unless caused by the gross negligence or intentional wrongdoing of Tivity Health, Tivity Health’s customers, or any applicable government agency, Facility hereby waives and releases all claims (known and unknown) against Tivity Health, Tivity Health’s customers, and applicable government agencies, and/or any of their respective officers, directors, shareholders, employees, affiliates or representatives (collectively, “Tivity Health Affiliates”) sustained by Participants as a result of the Participant’s engagement in the Program or any other activities undertaken in or sponsored by Facility.

13. **Indemnification.** Facility will indemnify, defend, and hold harmless Tivity Health and all Tivity Health Affiliates and their respective officers, directors, shareholders, employees, and representatives from any and all Losses. For purposes of this Section 13, “Losses” means all claims, demands, suits, liabilities, damages, obligations, and expenses (including without limitation reasonable attorneys’ fees) incurred by Tivity Health related to negligence or willful misconduct of Facility or its officers, directors, employees, agents or affiliates.

14. **Cooperation in Defense.** Tivity Health and Facility agree that, to the extent permitted by law, they will cooperate with one another in the defense of any claim arising from any acts of their respective officers, shareholders, employees, or agents and will give one another written notice of any claims arising in relation to the Agreement.

15. **Miscellaneous.**

a. **Compliance with Federal and State Rules and Regulations.** Facility will comply with all applicable federal and state rules and regulations regarding services provided to Participants.

b. **Business License and Regulatory Standards.** Facility will hold an active and unrestricted business license as required by law and meet occupational health and safety requirements and regulatory standards in the state and jurisdiction in which Facility operates.

c. **Severability.** Should any provision of the Agreement be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable in any respect, in whole or in part, the offending provisions will not affect the enforceability of the other provisions.

d. **Amendment of Agreement to Comply with Law.** Tivity Health may amend this Agreement to comply with applicable law upon 60 days’ prior written notice to Facility, and Facility may terminate this Agreement during such period if the amendment would have a demonstrable material adverse effect on Facility.

e. **Applicable Law.** The Agreement is governed by the laws of the state of Kansas, without giving effect to its conflicts of law’s provisions, and each party submits to the exclusive jurisdiction of the courts of Johnson County, Kansas.

f. **Sale of Business/Transfer of Assets.** Facility will notify Tivity Health in writing at least 90 days before it sells or transfers all or substantially all of its assets or business.

g. **Survival.** Sections 12 through 15 will survive termination of the Agreement, regardless of the reason for termination.
EXHIBIT A-1

FACILITY INFORMATION

The information in the box below is intended for marketing purposes. Please confirm that it is accurate.

<table>
<thead>
<tr>
<th>Location Name:</th>
<th>Mill Creek Activity Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Address:</td>
<td>6518 Vista Drive</td>
</tr>
<tr>
<td></td>
<td>Shawnee, KS 66218</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>913-826-2950</td>
</tr>
<tr>
<td>Web Site Address:</td>
<td><a href="http://www.jcprd.com">www.jcprd.com</a></td>
</tr>
</tbody>
</table>

*To enable marketing of amenities and services are marketed, please designate your basic amenities below and all amenities upon initial log in to the Fitness Provider Portal:

<table>
<thead>
<tr>
<th>Amenity/Program</th>
<th>Offered as part of basic membership at no additional cost to Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cardiovascular Equipment</td>
<td>☒</td>
</tr>
<tr>
<td>Group Exercise/Aerobics Area</td>
<td></td>
</tr>
<tr>
<td>Hot Tub/Whirlpool</td>
<td></td>
</tr>
<tr>
<td>Resistance Training Equipment</td>
<td>☒</td>
</tr>
<tr>
<td>Steam and/or Sauna</td>
<td></td>
</tr>
<tr>
<td>Swimming Pool – Seasonal (not available throughout the year)</td>
<td></td>
</tr>
<tr>
<td>Swimming Pool – Year-Round</td>
<td></td>
</tr>
</tbody>
</table>

Fax: (913) 826-2961

General Email: jill.leiker@jocogov.org

Who will be our primary location contact (Tivity Health Program Advisor)? This individual will be responsible for scheduling training, coordinating with our Provider Service Liaison, and will need access to member records.

Contact Person: Jill Leiker

Contact Title: Corporate and Community Wellness Manager

Contact Phone: (913) 826-2961

Contact Fax: (913) 826-2961

Contact Email: jill.leiker@jocogov.org
Mailing Address (if not the same as Physical Address):

Mailing Address:

Shipping Address (if not the same as Physical Address):

Shipping Address:

Staffed Hours of Operation

<table>
<thead>
<tr>
<th></th>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open</td>
<td>Closed</td>
<td>7:00 AM</td>
<td>7:00 AM</td>
<td>7:00 AM</td>
<td>7:00 AM</td>
<td>7:00 AM</td>
<td>8:00 AM</td>
</tr>
<tr>
<td>Closed</td>
<td>Closed</td>
<td>8:00 PM</td>
<td>8:00 PM</td>
<td>8:00 PM</td>
<td>8:00 PM</td>
<td>6:00 PM</td>
<td>2:00 PM</td>
</tr>
</tbody>
</table>

Are Members able to access Location during unstaffed hours? □ No □ Yes

What non-English languages does staff speak fluently? Please list:

Please select one category that best describes Location:
□ Commercial
□ Hotel or Resort
□ JCC
□ Kroc Center
□ Medical with physical therapy
□ Medical without physical therapy
□ Municipal
□ US Tennis Association
□ YMCA
□ YWCA
□ Other not-for-profit
□ Senior living - Independent Living
□ Senior living - Assisted Living
□ Senior living - Residential Care
□ Senior living - Continuing Care
□ Senior living - Nursing Home

Please select one location type:
□ Men and women
□ Women only
□ Men only

PLA_79015_2019
EXHIBIT A-1

FACILITY INFORMATION

The information in the box below is intended for marketing purposes. Please confirm that it is accurate.

<table>
<thead>
<tr>
<th>Location Name:</th>
<th>Roeland Park Community Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Address:</td>
<td>4850 Rosewood Drive</td>
</tr>
<tr>
<td></td>
<td>Roeland Park, KS 66205</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>913-826-3160</td>
</tr>
<tr>
<td>Web Site Address:</td>
<td><a href="http://www.jcprd.com">www.jcprd.com</a></td>
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*To enable marketing of amenities and services are marketed, please designate your basic amenities below and all amenities upon initial log in to the Fitness Provider Portal:

<table>
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<td>Hot Tub/Whirlpool</td>
<td></td>
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<tr>
<td>Resistance Training Equipment</td>
<td>X</td>
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<tr>
<td>Steam and/or Sauna</td>
<td></td>
</tr>
<tr>
<td>Swimming Pool – Seasonal (not available throughout the year)</td>
<td></td>
</tr>
<tr>
<td>Swimming Pool – Year-Round</td>
<td></td>
</tr>
</tbody>
</table>

Fax: (913) 826-3160
General Email: libby.scarborough@jocogov.org

Who will be our primary location contact (Tivity Health Program Advisor)? This individual will be responsible for scheduling training, coordinating with our Provider Service Liaison, and will need access to member records.

Contact Person: Libby Scarborough
Contact Title: Recreation Specialist
Contact Phone: (913) 826-3164
Contact Fax: (913) 826-3136
Contact Email: libby.scarborough@jocogov.org
Mailing Address (if not the same as Physical Address):

Mailing Address: ____________________________________________

Shipping Address (if not the same as Physical Address):

Shipping Address: ____________________________________________

**Staffed Hours of Operation**

<table>
<thead>
<tr>
<th></th>
<th>Sunday</th>
<th>Monday</th>
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<td>9:00 AM</td>
</tr>
<tr>
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<td>8:00 PM</td>
<td>8:00 PM</td>
<td>8:00 PM</td>
<td>8:00 PM</td>
<td>6:00 PM</td>
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</table>

Are Members able to access Location during Unstaffed hours? □ No □ Yes

What non-English languages does staff speak fluently? Please list:

Please select one category that best describes Location:
- □ Commercial
- □ Hotel or Resort
- □ JCC
- □ Kroc Center
- □ Medical with physical therapy
- □ Medical without physical therapy
- X Municipal
- □ US Tennis Association
- □ YMCA
- □ YWCA
- □ Other not-for-profit
- □ Senior living - Independent Living
- □ Senior living - Assisted Living
- □ Senior living - Residential Care
- □ Senior living - Continuing Care
- □ Senior living - Nursing Home

Please select one location type:
- X Men and women
- □ Women only
- □ Men only

PLA_79015_2019
### CONTRACT ADMINISTRATOR

**Name:** Michelle Alexander  
**Title:** 50 Plus Department Manager  
**Mailing Address:** 6501 Antioch Road - Merriam, KS 66203  
**Phone:** (913) 826-3034  
**Fax:** (913) 821-2802  
**Email:** michelle.alexander@jocogov.org

The Contract Administrator shall receive legal correspondence regarding the Agreement, shall have access to payment information for all Facilities in Exhibit A-1 to this Agreement, and shall be responsible for setting up Tivity Health Fitness Provider Portal accounts for Facility staff.

---

**Who should Tivity Health contact to coordinate the technical aspects of monthly utilization data reporting? This individual will need to have specific information about your location’s reporting capabilities and be responsible for obtaining management approval for establishing a reporting method.**

<table>
<thead>
<tr>
<th>Name</th>
<th>Michelle Alexander</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone:</td>
<td>913-826-3034</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:michelle.alexander@jocogov.org">michelle.alexander@jocogov.org</a></td>
</tr>
</tbody>
</table>
### Part I: Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your Social Security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN on page 3.

Note: If the account is more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II: Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or if I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 3 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners’ share of effectively connected income.
The person who gives Form W-8 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity;
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign persons, if any, are foreign persons, do not use Form W-8. Instead, use the appropriate foreign tax credit form or the W-8BEN for W-8BEN, W-8BEN-E, W-8BEN-EF, W-8BEN-EOR-DE, W-8BEN-EA, W-8BEN-E/F, or W-8BEN-EOR-DE, as applicable, to claim treaty benefits and avoid withholding.

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the person has otherwise become a U.S. resident alien for tax purposes. If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-8 that explains the following:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty articles.

Example. Article 50 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if he or she stays in the United States for more than 183 calendar days. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on this or her scholarship or felo-inship income would attach to Form W-8 statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8. What is backup withholding? Persons making certain payments to you must withhold certain amounts and pay to the IRS’s percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding. You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, refile the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details).
3. The IRS tells you that you failed to provide the requester with an incorrect TIN.
4. The IRS tells you that you are subject to backup withholding because you did not report your interest and dividends on your tax return, for example, if they report these amounts to the IRS.
5. You do not certify to the requester that you are subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1689 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-8.

Also see Special rules for partnerships on page 1.

Updating Your Information
You must provide updated information to any person to whom you are claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you must provide updated information to a corporation that elects to be an S corporation, or if you no longer are a tax-exempt payor. In addition, you must furnish a new Form W-8 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties
Failure to furnish TIN. If you fail to furnish your correct TIN to a payor, you are subject to a penalty of $60 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for failing to furnish the correct TIN. Willfully failing to furnish the correct TIN can subject you to criminal penalties including fines and/or imprisonment.

Use of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions
Name
If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part 1 of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/deregarded entity name" line.

Partnership, Corporation, or S Corporation. Enter the entity’s name on the "Name" line and all business, trade, or "doing business as (DBA)" names on the "Business name/deregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner’s name is required to be provided on the "Name" line. If the direct owner of the entity is a disregarded entity, enter the first owner’s name that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on the "Business name/deregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, Corporation, S Corporation, Trust/Estates). Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 8832-ES to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.
Other entities. Enter your business name as shown on the required tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or EIN name on the "Business name/disregarded entity name" line.

**Exempt Payee**

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status. Then check the "Exempt payee" box in the line following the "Business name/disregarded entity name:" sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(c), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 403(b)(7).
2. The United States or any of its agencies or instrumentalities.
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue.
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 66(a),
13. A financial institution,
14. A middleman in the investment community as a nominee or custodian,
15. A trust exempt from tax under section 604 or described in section 401.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above 1 through 15.

<table>
<thead>
<tr>
<th>If the payment is for ...</th>
<th>THEN the payment is exempt for ...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest and dividend payments</td>
<td>All exempt payees except for 9</td>
</tr>
<tr>
<td>Broker transactions</td>
<td>Exempt payee 1 through 5 and 7 through 12. Also, C corporations.</td>
</tr>
<tr>
<td>Barter exchange transactions and partnerships dividends</td>
<td>Exempt payee 1 through 5</td>
</tr>
<tr>
<td>Payments over $600 required to be reported and direct sales over $5,000</td>
<td>Generally, exempt payee 1 through 7.</td>
</tr>
</tbody>
</table>

\[1\] See Form 1099-MISC, Miscellaneous Income, and its instructions.

\[2\] However, the following payments made to a corporation and exempt on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, although fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Part I. Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an EIN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited Liability Company (LLC) on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately.

To apply for an SSN, get Form SS-4, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employee Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by calling IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if Item 1, below, and Items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see Exempt Payee on page 2.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and Items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business (for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew numbers and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program (see section 529, IRA, Coverdell ESA, Archer MSA or ESA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account

<table>
<thead>
<tr>
<th>Description</th>
<th>Give name and SSN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Individual</td>
<td>The individual</td>
</tr>
<tr>
<td>2. Two or more individuals (joint account)</td>
<td>The individual</td>
</tr>
<tr>
<td>3. Custodial account</td>
<td>The individual</td>
</tr>
<tr>
<td>4. Partnership or disregarded entity</td>
<td>The general partner</td>
</tr>
<tr>
<td>5. Corporation or LLC</td>
<td>The corporation</td>
</tr>
<tr>
<td>6. Trust under a power of attorney</td>
<td>The individual</td>
</tr>
<tr>
<td>7. Entity not describing</td>
<td></td>
</tr>
<tr>
<td>8. Trust, estate, or pension trust</td>
<td>The trust</td>
</tr>
<tr>
<td>9. Association, club, network, charitable, subsdiary, or other tax-exempt organization</td>
<td>The organization</td>
</tr>
<tr>
<td>10. Partnership or multi-member LLC</td>
<td>The partnership</td>
</tr>
<tr>
<td>11. A broker or registered nominee</td>
<td>The broker or nominee</td>
</tr>
<tr>
<td>12. Account with the Department of Agriculture</td>
<td>The public entity</td>
</tr>
<tr>
<td>13. Account under the Form 4011 Filing Method or the Optional Form (Form 4011 Filing Method 1 or Form 4011 Filing Method 2)</td>
<td>The trust</td>
</tr>
</tbody>
</table>

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:
- Protect your SSN.
- Review your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, question the credit card activity or credit report, contact the ID Theft Resource Center at 1-800-306-6772 or submit Form 14959.

For more information, see Publication 4305, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for the Taxpayer Advocate Service (TAS). You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or ITRIDE 1-800-829-4334.

Protect yourself from suspicious emails or phone calls.

Privacy Act Notice

Section 301 of the Internal Revenue Code requires you to provide your correct TIN to persons, including federal agencies, who are required to file information returns with the IRS as specified above, as a condition of their employment, and that persons to whom you were required by law to supply your TIN must be identified on the return by the name and SSN of the person to which the return was made. Note: If you are a person to whom a request has been made for the TIN of another taxpayer, you must supply the TIN only if the person to whom the request is made requires you to do so and if you cannot obtain the TIN of the other taxpayer. If you cannot obtain the TIN of the other taxpayer, you must provide the IRS with the name and SSN of the person to whom you were required to provide the TIN. Note: If you are a person to whom a request has been made for the TIN of another taxpayer, you must supply the TIN only if the person to whom the request is made requires you to do so and if you cannot obtain the TIN of the other taxpayer. If you cannot obtain the TIN of the other taxpayer, you must provide the IRS with the name and SSN of the person to whom you were required to provide the TIN.

PLA_79015_2019
Presented to: Recreation Committee  
Meeting Date:  03/11/2019

Project Name/Identification:  City of Shawnee Pool Rental Agreement

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

ISSUE:  Consider approval of the City of Shawnee Pool Rental Agreement (Blazers Swim Team).

BACKGROUND:  JCPRD, on behalf of the Kansas City Blazers Swim Team, desires the use of the City of Shawnee Thomas A. Soetaert Aquatic Center for the 2019 swim season. With more than 300 youth from throughout the county participating on the Blazers Swim Team, additional practice facilities are required. This is the sixth year for this agreement. This agreement is a renewal of the previous year’s agreement. The dates and signature page were updated in the agreement with no other changes.

ANALYSIS:  Consideration of this agreement will allow for the continued success of the Kansas City Blazers Swim Team, and the continuation of this long standing service to the competitive swimming community.

FUNDING REVIEW:  Are there funding implications involved?  
☐ No  ☒ Yes  If Yes, explain: Participant fees cover all costs for this rental.

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 approved as to form.

SUGGESTED RECOMMENDATION/MOTION:  
It was the consensus of the committee to recommend Board consent approval of the City of Shawnee Pool Rental Agreement (Blazers Swim Team).

SUPPORTING DOCUMENTATION:  
1. City of Shawnee Pool Rental Agreement (Blazers Swim Team).
2019

Blazers Pool Rental Agreement

This Agreement is made this ___ day of ___ , 2019, by and between THE CITY OF SHAWNEE, KANSAS and THE JOHNSON COUNTY PARK AND RECREATION DISTRICT.

WHEREAS, the District on behalf of the Kansas City Blazers, wishes for a cooperative agreement with the City of Shawnee for the use of the Thomas A. Soetaert Aquatic Center for the 2019 summer season (May 28 – Aug 9); and

WHEREAS, the parties wish to memorialize their understandings regarding the terms and conditions of such arrangement by entering into this Agreement.

THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Blazers may utilize the City of Shawnee 50 meter pool at the Thomas A Soetaert Aquatic Center between the hours of 5:45am-7:45am Monday thru Friday during the specified season. In the event that a dispute arises as to the specific dates and times of use by the Blazers, the Parties agree that the final determination of such use is subject to the sole and complete discretion of the City of Shawnee as owner of property.

2. Nothing in this Agreement shall be construed to render either party in any way or for any purpose a partner, joint venture, or associated in any relationship other than that of the District on behalf of the Kansas City Blazers and City, nor shall this Agreement be construed to authorize either party to act as agent for the other.

3. The District will pay to the City the following per day fee for the Blazers’ use of the City’s pool as set forth herein. The Parties acknowledge these rates are based upon and include a maximum per day usage of 2.0 hours, however, these daily fees shall not be prorated.

Thomas A. Soetaert Aquatic Center
2019: $60.00

The City will invoice the District for the Blazers’ pool usage at the end of each month at the daily rates listed above. Payment shall be due within 30 days from the date of each invoice. To avoid the daily fee, the City requires a minimum of 24 hours written notice of cancellation to the City’s point of contact, should the Blazers not need use of a facility.
4. The District agrees to ensure and monitor as necessary to ensure the Blazers will provide their own supervision during all their swim team practices. This must include at least one certified USA Swimming Coach who has a current Safety Training for Swim Coaches certification on deck during all practice days and times. The Blazers staff will immediately notify the City staff of any damages to City property or any injuries to persons while the pools are under the supervision of Blazers staff.

5. The City will provide one Head Lifeguard during all Blazers Swim Team practices. In addition, the City will provide set up, clean up personnel, full bathroom facilities, water, chemicals, and lane lines for practices held at facility. As space allows at the City’s sole discretion, the City will provide limited storage space for Blazers equipment. The District agrees that any on-site storage is at its own risk and liability, and hereby releases and holds harmless the City for any damages, theft or loss of any kind to participants’ property stored on City property.

6. The District shall secure and maintain throughout the term of this Agreement insurance of such types and minimum amounts as set forth on Appendix A.

7. To the extent permitted by law and subject to the immunity and maximum liability provisions of the Kansas Tort Claims Act, the District agrees to indemnify, defend and hold harmless the City of Shawnee, its employees and agents, from any and all claims and damages for property or bodily injury arising out of or related to the Blazers use of City facilities hereunder.

It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurrent or contributory or comparative fault or negligence of City or any third party and, further notwithstanding any theory of law including, but not limited to, any third party’s joint, concurrent or contributory or comparative fault or negligence either passive or active in nature; provided, however, that District’s obligation hereunder shall not include amounts attributable to the fault or negligence of City or any third party for whom District is not responsible.

For damages, losses or liability arising under the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., such indemnification, hold harmless and defense shall be limited by operation of K.S.A. 75-6105 and amendments thereto, and construction thereof by the courts of the State of Kansas. This indemnification is subject to the limitations and provisions of the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. This Agreement to indemnify, hold harmless, and defend, shall not run in favor of or inure to the benefit of any liability insurer or third party.

The District and the Blazers will return the property to the City in the same neat and presentable condition as it existed before, and promptly repair or reimburse for any damage.

8. Either party may terminate this Agreement for cause or convenience with thirty(30) days written notice to:
9. Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

10. This agreement constitutes the entire Agreement between parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed upon by the parties.

11. The parties represent that the individual executing this Agreement on behalf of the entity has the authorization to bind the entity and agree to the terms contained herein.

12. The validity, interpretation and construction of this Agreement shall be governed solely by the laws of the State of Kansas.

13. This Agreement shall not be assigned or transferred by the District or the Blazers without prior written consent of the City.

THE CITY OF SHAWNEE, KANSAS

By: Neil Holman
Parks and Recreation Director

JOHNSON COUNTY PARKS AND RECREATION DISTRICT

By: ___________________________
Title: ___________________________

Printed
Name: ___________________________

APPROVED AS TO FORM:

Bill Rainey, City Attorney

APPROVED AS TO FORM:

Fred J. Logan Jr.
JCPRD Legal Counsel
APPENDIX A

INSURANCE REQUIREMENTS

District shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the use of property under this Agreement. The cost of such insurance shall be at the sole expense of the District.

Coverage’s and minimum limits.

1. Commercial General Liability: [ISO “occurrence” form or its equivalent] $1,000,000 per occurrence limit and products - completed operations, and $2,000,000 general aggregate.

2. Business Auto Coverage: (Owned and non-owned autos) $1,000,000 per occurrence limit.

3. Workers Compensation and Employers Liability: Workers compensation limits as may be required by the statutes of the state of Kansas. Waiver of subrogation and “other states” coverage is required. This insurance shall protect the District against all claims under applicable State Workers’ Compensation Laws. The policy limits shall not be less than the following:

   Workers’ Compensation: Statutory

   Employer’s Liability:

   Bodily Injury by Accident: $ 500,000 Each Accident

   Bodily Injury by Disease: $ 500,000 Policy Limit

   Bodily Injury by Disease: $ 500,000 Each Employee

4. Coverage Limits. Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits.

5. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the District.
Additional Insured. The City, its officials, officers, and employees shall be listed as additional insureds on the Commercial General Liability coverage.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Shawnee, shall apply in excess of and not contribute with insurance provided by policies named in this Agreement Appendix. Coverage on the policy where the City is named as an additional insured shall be primary and non-contributory and so stated and evidenced on the Certificate of Insurance.

Verification of Coverage.

1. District shall furnish the City, certificates of insurance accompanied by additional insured endorsements. The endorsement and certificate for each insurance policy are to be executed by a person authorized by the insurer to bind coverage on its behalf.

2. The City will only accept coverage from an insurance carrier who offers proof that it:

   Is licensed to do business in the State of Kansas;

   Carries a Best’s policy holder rating of “A-IX” or better

District shall provide certificates of insurance and renewals thereof on standard ACORDÔ forms. This inclusion shall not make the City a partner or joint venture with the District in its operations hereunder. The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed in the certificate. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed ten percent (10%) of the aggregate.

Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the District nor has the City assessed the risk that may be applicable to the District. District shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage’s.