

PARK AND RECREATION COMMITTEE
February 13, 2013
7:00 p.m.
Council Chambers

AGENDA

Public Participation

Consent Agenda

1. Minutes from January 9, 2013
2. JCPRD Day Camp Agreement
3. JCPRD Pool Usage Agreement
4. JCPRD Learn to Swim Agreement

Reports

1. Public Works Report
2. Recreation Report
3. Chairperson's Report

New Business

Old Business

1. Park priorities and maintenances needs

Information Items

- Next Meeting – March 13th at 7:00 pm

Adjournment

PARK AND RECREATION COMMITTEE

**January 9, 2013
Council Chambers**

Park and Recreation Committee met at 7:00 pm. In attendance: Laura Wassmer, Chair, Ashley Weaver, Vice-Chair, Diane Mares, Peggy Couch, Maggie Swartz, Clarence Munsch, Max Rieper, Eric Blevins, Kevin Letourneau and Joe Nolke. Staff: Quinn Bennion and Chris Engel. Also present: Kathy Thompsen, Treadwell Jones.

COMMUNITY CENTER PRESENTATION

Chris shared a presentation that was produced by 360 Architecture that followed the Executive Summary of the study. During the ensuing discussion there was favorable support for Option One with the 50m Pool but with serious reservations. Key concerns were the cost of construction, the projected operational subsidy and the concern that Prairie Village residents would bear the majority of the cost, but that those outside Prairie Village might get the majority of the benefit. This is given that the Natatorium would be used by a significant number of non-residents and that many Prairie Village residents already belong to surrounding Community Centers that do not require increases in property or sales taxes.

There was discussion of potential equity partners and the need for those partners to commit to sharing the costs at a significant level. The Committee made a general statement of support for Option #1 with the 50m Pool if equity partners could be identified that would contribute a significant portion of the funding to build and operate the facility.

CONSENT AGENDA

The consent agenda was approved as submitted except for the minutes from December 12, 2012 that were approved with the following corrections: 1) in 'Park Priorities' under Windsor Park add 'Volleyball Court posts secured + new net' with updated pricing from Public Works and 2) under Porter Park make the following change 'Second porta-john ~~or permanent restroom~~ on a new concrete slab by WaterOne facility on Roe' with updated pricing from Public Works.

REPORTS

Public Works Report

Laura reported she had toured Windsor, Bennett and Taliaferro Parks and was alarmed at the major maintenance issues that have received little or no recent attention. These items included rusted BBQ pits, trash receptacles with large holes in the plastic containers and/or were missing lids, sand boxes overgrown with grass or with so little sand the liner is exposed, trails that are extremely cracked, soccer nets that are torn, missing volleyball nets, bent volleyball posts, as well as other items that Public Works should've been repairing. She shared photos of each taken during her visits and gave them to Quinn for reference. She will be meeting soon with city staff to develop a list of items that need attention in each park and get a sense of the cost of bringing each park up to standard. She would also like to create a presentation for Council on the 'State of the Parks' to share a prioritized list of park maintenance and improvement projects and their associated costs for the 2014 budget discussion. Quinn reported many of the items she was sharing should've been repaired/improved using the existing/approved Public Works maintenance budget and did not understand why they had not.

Recreation Report

Chris reported the pastor at the Nall Church was leaving and there was no movement on acquiring any additional land in the area of the church.

NEW BUSINESS

2013 Recreation Fees

There was discussion of the proposed increase in fees and the reasoning. The Committee agreed that fees need to keep pace with salaries and commodities. The Committee discussed the decrease in the pool rental fee. Chris shared the actual cost of staffing the pool for a rental was much less than the fee charged and he felt the sharp decrease in the number of rentals was related to the increase in the fee. It was decided to decrease the pool rental fee from \$387 to \$300. Tennis fee increases were also discussed. The decision was made to increase the JTL fees to \$100 per participant and \$90 for each additional participant in the same family. The reasoning is the JTL program has changed and now requires additional colored/low compression balls that increase costs because the different offerings can no longer share the same yellow balls. All other fees were approved as recommended.

OLD BUSINESS

Trail Plan Discussion

The Committee discussed the Trail Plan and what, if any, statement of support they would like to formulate. After discussion, the committee is unanimously in support of trails within the parks and the segment from the Village Shopping Center to SME. However, the committee as a whole does not support the implementation of the trail system outside of the Parks as currently recommended in the Park's Master Plan.

Adjournment

The next meeting will be February 13, 2013.

2013 CITY OF PRAIRIE VILLAGE DAY CAMP AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2013 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 _____, 2012; 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 _____, 2012.

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 22, 2013** through the period ending **August 2, 2013** 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:

- a. 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.
- b. Shall pay the City a shelter rental fee for each day or part of a day of Park usage at a rate of \$20 per day.
- c. Shall pay the City a Pool usage fee for each day of Pool usage. The fee for day camp attendance will be \$4.50 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.
- d. 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, 2013.
- e. 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.
- f. 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.
- g. Will provide supervised activities to interest the campers.
- h. 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.
- i. Will provide a telephone to eliminate use of City telephones.
- j. 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.
- k. Will provide locked storage box to be located in the park shelter for the storage of camp supplies.

- i. 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 22, through August 2, 2012 except as otherwise provided herein.
 - b. Shall provide JCPRD with exclusive use of the park shelter on Wednesday, May 22, 2013, from 10:00 a.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 22 through August 2, 2012.
 - 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 22 through August 2 , 2013 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, 2013.
 - b. JCPRD shall pay to the City Pool fees in two installments, based on usage from May 29 through June 29 (first payment) and from July 2 through August 3 (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. Nonassignability 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 state and federal laws in carrying out this Agreement. In connection with the performance of this Agreement, JCPRD agrees to comply with the applicable provisions of all state and federal non-discrimination laws. JCPRD further agrees to not discriminate against any person because of race, religion, color, sex, 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 state or federal law, or discriminated against any person because of race, religion, color, sex, 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 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

Ronald L. Shaffer, Mayor

ATTEST:

Joyce Hagen Mundy, City Clerk

APPROVED AS TO FORM:

Catherine P. Logan, City Attorney

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

Date

Steven L. Baru, Board Chair

ATTEST:

_____, Secretary

APPROVED AS TO FORM:

Ernest C. Ballweg, District Legal Counsel

The following is list of dates and times the 2013 Summer Escapades Camp run by Johnson County Park and Recreation District would like the use of the large pavilion at Harmon Park:

Day	Date	Time	Use
Wednesday,	May 22	6:00 p.m. - 8:00 p.m.	Set-up / Parent Orientation
Thursday & Friday	May 23 & 24	8:00 a.m. - 5:00 p.m.	Set-up
Tuesday-Friday	May 28- May 31	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	June 3 - June 7	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	June 10 - June 14	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	June 17- June 21	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	June 24-June 28	7:00 a.m. - 5:30 p.m.	Day Camp
Monday, Tuesday & Wednesday, Friday (No Thursday)	July 1-3 & July 5	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 8- July 12	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 15 - July 19	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 22 – July 26	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 29- August 2	7:00 a.m. - 5:30 p.m.	Day Camp

The following is list of dates and times the 2013 Summer Escapades Camp run by Johnson County Park and Recreation District would like to swim at the Prairie Village Pool:

Day	Date	Time
	May	1-3:30 p.m. on all dates
Tuesday,	28	
Wednesday,	29	
Thursday,	30	
	June	
Tuesday,	4	
Wednesday,	5	
Thursday,	6	
Tuesday,	11	
Wednesday,	12	
Thursday,	13	
Tuesday,	18	
Wednesday,	19	
Thursday,	20	
Tuesday,	25	
Wednesday,	26	
Thursday,	27	
	July	
Tuesday,	2	
Wednesday,	3	
Tuesday,	9	
Wednesday,	10	
Thursday,	11	
Tuesday,	16	
Wednesday,	17	
Thursday,	18	
Tuesday,	23	
Wednesday,	24	
Thursday,	25	
Tuesday,	30	
Wednesday,	31	
	August	
Thursday,	1	

2013 CITY OF PRAIRIE VILLAGE POOL USAGE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2013 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 the 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 senior citizens; 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, a coordinated approach to the provision of recreational services to the population is most effective and efficient; and

WHEREAS, co-sponsorship of aquatics programs held at the Pool would ensure a coordinated approach to the provision of the needed services; and

WHEREAS, the Governing Body of the City did approve and authorize its Mayor to execute this agreement by official vote of said body on the ____ day of _____, 2013; 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 _____, 2013.

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 Pool for the term, times and use as hereinafter specifically defined.
2. Duration of Agreement and Termination. This agreement shall be in effect from May 27, 2013 through the period ending September 2, 2013 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 JCPRD shall fail or refuse to comply with any of the obligations or provisions herein agreed, the affected party shall have the right to notify the other party in writing of such default; and if the party so notified shall remain in default for 30 days thereafter, the affected 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 facilitate cooperation in the establishment and operation of an aquatics program and to define responsibilities for the operation, finances, publicity, facility maintenance and other matters pertaining to the program.
5. Financing. Except as may be otherwise provided herein, JCPRD shall provide all funding and personnel necessary to manage the aquatics program.

6. Acquisition Holding and Disposal of Property. The 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 Pool. 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. The City will permit JCPRD the use of the pool lanes during the Master Swim practice. JCPRD will be responsible for the setup and take down each evening and for any maintenance or repair.
7. Administration of Agreement. JCPRD's aquatics program at the Prairie Village Municipal Swimming Pool shall be known as a co-sponsored program between JCPRD and the City.

8. Responsibilities

The District:

- a. Shall operate an aquatics program for adults 16 and over and senior citizens age 50 or older. Only persons qualified to conduct aquatics programs will be permitted to instruct the classes. It is the responsibility of JCPRD to ensure that the instructors are qualified.
- b. Shall provide an annual report to include the number of programs, the number of people served, the residency of persons served and inventory of equipment, the class fee structure and other information as may be requested by the City.
- c. Shall provide a printed list, for review and approval by the City, of proposed facility improvements or program enhancements to benefit aquatic program participants utilizing the Prairie Village Swimming Pool.

The City:

- a. Shall provide access to the Pool during the following days and times:
 1. Water Exercise (50+) – Mondays and Wednesdays
5:30–6:30 p.m. June 3 to August 28, 2013
 2. Master's Swim Workouts – Monday through Thursday
6:30–8:00 p.m. Tuesday, May 27 to Thursday, September 2, 2013
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 the 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 insured to 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 contract, 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 other 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 shall list the following insurance coverage:

Commercial General Liability	
General Aggregate	\$2,000,000
Products	\$2,000,000
Personal and Advertisement Injury	\$ 500,000
Personal & Advertisement (each occurrence)	\$ 500,000
Fire Damage	\$ 300,000

Workers Compensation and Employers Liability as determined by Kansas Statutes

12. Miscellaneous Provisions

- a. For 50+ and Adult Water Exercise programs JCPRD agrees to pay to the City a “pool use fee” in the amount of \$9.00 per hour. Each program will be limited to the use of two (2) lap lanes during each class period.
- b. For the Master’s program, JCPRD agrees to pay to the City a “pool use fee” in the amount of \$2.00 per participation and allow access to a maximum of four (4) lap lanes from 6:30 p.m. to 8:00 p.m. If the pool manager requires participants to leave the pool due to overcrowding, a partial refund of the use fee may be made.
- c. By the terms of this agreement, the aquatics program shall be known as a Co-sponsored program; all written and verbal publicity should reflect the Co-sponsorship. Every effort shall be made by both agencies to inform the participants and public of the Co-sponsorship arrangement.

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 JCPRD, 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 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 be written or made a part hereof.

16. Nonassignability of Agreement. This agreement shall not be assigned, transferred, or sold, nor the premises and facilities corporation, in whole or part, except with the express written consent of the City.

17. Non-Discrimination Clause. JCPRD shall comply will all applicable state and federal laws in carrying out this agreement. In connection with the performance of this agreement, JCPRD agrees to comply with the applicable provisions of all state and federal non-discrimination laws. JCPRD further agrees to not discriminate against any person because of race, religion, color, sex, 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 state or federal law, or discriminated against any person because of race, religion, color, sex, 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 state or federal laws 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

Ronald L. Shaffer, Mayor

ATTEST:

Joyce Hagen Mundy, City Clerk

APPROVED AS TO FORM:

Catherine P. Logan, City Attorney

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

Date

Steven L. Baru, Board Chair

ATTEST:

Bill Flohrs, Secretary

APPROVED AS TO FORM:

Ernest C. Ballweg, JCPRD Legal Counsel

**Johnson County Park and Recreation District
Learn to Swim Program
2013 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 6, 2013 and ending August 5, 2013. Morning lessons will be held in the Yard Pool and Diving Well until 11 a.m. and at 11 a.m. in the Splash Down Pool and the Meter Pool (there will be no diving or deep water skills during the evening). Exceptions can be made at the discretion of the City Management. The Adult Pool is off-limits during lessons.
 - Lessons offered Monday through Thursday, with Fridays to be held for make-up and training days as needed.
 - Morning lessons held between 9 a.m. – 12 p.m. Session dates:
 1. June 3-7
 2. June 10-14
 3. June 17-28
 4. July 8-19
 5. July 22-Aug 2Aug 5-9 (Mornings Only)
 - Evening lessons held between 5:00 p.m. and 6:45 p.m. Session dates:
 1. June 3-7
 2. June 10-4
 3. July 17-28
 4. July 8- 19
 5. July 22 – Aug 2

3. The Johnson County Parks and Recreation District courses offered:

- Parent & Child 3yrs and under
- Pre-school 3yrs to 5yrs
-

- Progressive Swim Lessons Ages 5 and up

Introductory/Beginning level -Minnows-Assistance Sea Horses

Intermediate level – Sea Horses-Minimal Assistance/Intermediate/Advanced level – Sea Turtles-

Advanced level – Dolphins

Sharks are pre-competitive level

- Adult Lessons
- Private Lessons (to be held during group lesson times only)

4. Course Fees will be:

4-30 Minutes Sessions:

- \$39 Learn to Swim per Session (Johnson County Resident)
- \$43 Learn to Swim per Session (Non-Johnson County Resident)

6-30 Minutes Sessions: (6 days are scheduled with two makeup days if needed.) M,T,W,R,M,T (W,R

makeup)

- \$55 Learn to Swim per Session (Johnson County Resident)
- \$60 Learn to Swim per Session (Non-Johnson County Resident)
- \$45 for Two-30 minute Private Lessons (Johnson County Resident)
- \$50 for Two-30 minute Private Lessons (Non-Johnson County Resident)
- \$55 for Two-30 minute Semi-private Lessons (Johnson County Resident)
- \$60 for Two-30 minute Semi-private Lessons (Non-Johnson Count Resident)

5.

6. Non-Discrimination Clause

JCPRD shall comply with all applicable state and federal laws in carrying out this agreement.

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

JCPRD further agrees not to discriminate against any person because of race, religion, color, sex, 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 state or federal law, or has discriminated against any person because or race, religion, color, sex, 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 state or federal laws unless it applies.

7. JPCRD shall furnish to the City a valid certificate of insurance providing the following coverage:

General Aggregate	\$2,000,000
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Products and Completed Operations	\$2,000,000
Personal/Advertisement 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, 2013.

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 JCPRD 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

Date

Mayor Ronald L. Shaffer

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

Date

Steven L. Baru, Board Chair

ATTEST:

R. Eric Hughes, Secretary

APPROVED AS TO FORM:

Ernest C. Ballweg, JCPRD Legal Counsel