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CULTURE (CUL) COMMITTEE

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MEETING AGENDA

JCPRD Administration Building Boardroom
7900 Renner Road, Shawnee Mission, KS 66219

January 7, 2019
5:30 pm

CALL TO ORDER/ROLL CALL

DISCUSSION & ACTION

A. Agreement with Carlson Center of Johnson County Community College – Susan Mong, Superintendent of Culture

Issue: Consider approval of the Agreement with Carlson Center of Johnson County Community College to co-present a show at the Johnson County Arts and Heritage Center.

B. Update regarding the Theatre in the Park 50th Season celebration – Susan Mong, Superintendent of Culture

OTHER BUSINESS

ADJOURNMENT



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

BRIEFING SHEET

Presented to: Culture Committee **Meeting Date:** 01/07/2018

Project Name/Identification: Carlsen Center of Johnson County Community College Agreement

Contact: Susan Mong, Superintendent of Culture **Phone:** (913) 715-2573
Name & Title

ISSUE: Consider approval of the Carlsen Center of Johnson County Community College Agreement.

BACKGROUND: The Carlsen Center of Johnson County Community College and JCPRD would like to collaborate to offer cultural events in the Black Box Theater at the Johnson County Arts and Heritage Center. The goal of the partnership is to combine resources to administer, promote and provide events that encourage a love and learning of the performing arts, and to build audiences for diverse performances in Johnson County, Kansas. The first project proposed is the presentation of **Mrs. Krishnan’s Party, Indian Ink Theatre Company, producer** in the Black Box Theater at the Johnson County Arts and Heritage Center for four performances on February 13, 14, 15, 2020. Indian Ink Theatre Company is a theater company from New Zealand that will be touring the United States. This project will allow JCPRD to introduce a new audience to the Black Box Theater at the JCAHC.

ANALYSIS: This agreement represents a great opportunity to collaborate with an esteemed cultural entity in Johnson County and expand our audiences respectively.

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

JCPRD and the Carlsen Center of the Johnson County Community College will share the expenses and revenues related to this production outlined in the contract. JCPRD is offering the use of Black Box Theatre at no cost for this performance as part of our partnership.

ALTERNATIVES:

Staff Recommendation

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

If other, explain:

Consequences or additional Information (if any):

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

SUGGESTED RECOMMENDATION/MOTION:

It was the consensus of the committee to recommend Board consent approval of the Carlsen Center of Johnson County Community College Agreement.

SUPPORTING DOCUMENTATION:

1. Attachment A: Carlsen Center of Johnson County Community College Agreement

MEMORANDUM OF UNDERSTANDING

by and between

Johnson County Park and Recreation District
7900 Renner Rd, Shawnee Mission KS 66219
Phone: 913-826-3012

And

Johnson County Community College
12345 College Blvd., Box 14, Overland Park, KS 66210-1299
Phone: 913-469-4450

Johnson County Community College (“JCCC” hereinafter), including the Carlsen Center Presents, a program of JCCC, and Johnson County Arts and Heritage Center (hereinafter referred to as “JCPRD”) agree to co-present ***Mrs. Krishnan’s Party, Indian Ink Theatre Company, producer*** (hereinafter referred to as Artist) in the Black Box Theater at the Johnson County Arts and Heritage Center for four performances on February 13, 14, 15, 2020.

The goal of the partnership is to combine resources to administer, promote and provide events that encourage a love and learning of the performing arts, and to build audiences for diverse performances in Johnson County, Kansas.

FINANCIAL AGREEMENT

JCPRD agrees to allow Artist’s performance to take place in the Black Box Theater, at no charge to JCCC, on a mutually agreeable date.

JCCC will pay Artist fee and expenses, including hotel and ground transportation. Tickets will be sold at JCCC. Audience size is limited to 100 people per performance.

Ticket revenues will be divided equally following the reconciliation of expenses by three weeks after the event.

JCPRD and JCCC will not financially be held responsible to each other for fixed costs such as staff salaries or marketing expenses that would be incurred by each organization to promote activities outside of the presentation of Artist.

CONTRACTING

JCCC will negotiate and sign Artist's contract, a copy of which will be given to JCPRD immediately upon completion. Technical riders and other information regarding the successful presentation of the performance will be shared immediately between the parties upon receipt from Artist's management.

MARKETING

The marketing staff from JCPRD and JCCC will work as a team to develop a marketing budget for Artist, to design a marketing plan and to implement that plan. Responsibility for carrying out the marketing plan shall be shared equally.

A Marketing plan addendum developed by JCPRD and JCCC will become part of this agreement.

All materials used to promote and market Artist must receive approval from both organizations before distribution to the public. JCPRD and JCCC will be identified as co-presenters in all communications. All marketing communications sent to the public or to the media must bear each organization's logo, if possible, giving equal representation and weight to both organizations. This includes, but is not limited to:

- All print materials
- Email and eblast promotions
- Social media
- Radio promotions
- Television promotions
- All interviews
- All correspondence
- Press releases

Both organizations agree to individually promote Artist to their constituents, including outreach program participants, through county and college newsletters, e-blasts, special invitations and offers, and other appropriate means of communication. Any costs incurred for these promotions will be paid for by the initiating organization, unless a prior joint agreement is secured in writing.

JCCC will provide the program for the evening consisting of JCCC's standard season program book plus Artist program notes and bios OR a specially created

program book. In addition, JCPRD may produce a program staffer that can be added to the program book, or information about JCPRD will be part of the book, if a special book is produced.

MERCHANDISE

Merchandise sales for Artist will be arranged through JCCC. All NET proceeds (if applicable) will be divided equally between JCPRD and JCCC.

COMMUNICATIONS

Both JCPRD and JCCC agree to provide the other organization with copies of all marketing materials mentioning, describing or promoting Artist whether mentioned in this agreement or not.

PRODUCTION

JCPRD agrees to provide all production required for the performance of Artist not specifically outlined in this contract and incur cost for such. This includes stagehand labor, stage equipment, house managers, meals/hospitality, and any other costs that arise that are directly related to the presentation of Artist. All costs will be discussed and agreed upon by each organization prior to incurring that cost. The cost of any required rentals or unusual equipment requested by Artist will be divided equally between JCPRD and JCCC.

A Production budget addendum developed by JCPRD and JCCC will become part of this agreement.

JCPRD will coordinate all technical aspects for the performance of Artist and will provide JCCC with copies of invoices.

JCCC will share contact information for tour manager, production coordinator or other Artist's crew/staff to facilitate coordination of tech.

Both organizations will keep the other informed of rehearsal times and promotional activities involving the Artist through a written itinerary. JCPRD and JCCC will share information regarding all activities for Artist in a timely manner so that JCCC can prepare a thorough and complete itinerary prior to the performance to assist and be used by both presenting organizations. JCCC will distribute itineraries to JCPRD, Artist management and Artists prior to the performance.

JCPRD will coordinate all volunteers required for the Black Box Theater performance. JCCC volunteers, known as CC Vol*Stars, will be invited to help out if needed, no less than six (6) months prior to the date of performance.

TICKETING

JCCC will act as the sole ticket outlet for Artist, with its phone number and website address listed on all marketing materials promoting tickets, including newspaper ads, direct mail and radio spots. A link to tickets will be provided to JCPRD, so the JCPRD website may direct ticket buyers to purchase. Tickets for the performance will be distributed by JCCC. JCCC will provide a sales report to JCPRD upon request, with daily reports emailed during the week of the performance.

JCPRD will provide a location at the Black Box Theater for JCCC Box Office to operate on nights of performances.

All revenues from ticket sales will be divided evenly (50/50) between JCPRD and JCCC, after expenses are reconciled. A detailed ticket report, including Box Office fees, all ticket categories, comps, and employee share programs will be presented to the respective Marketing teams no later than one week after the performance date for final reconciliation.

DEVELOPMENT

Development teams will coordinate with each other reserved seating for donors, if needed, and report this information to the JCPRD House Manager and JCCC Box Office Manager no later than 5 p.m. the day of the event.

All gifts, sponsorships and grants solicited by an individual organization shall stay with that recipient organization. All gifts, sponsorships and grants, if jointly pursued, will benefit both organizations equally.

OPERATIONS

JCPRD and JCCC shall have weekly meetings and communications beginning one month before the performance date. These meetings and communications may be by phone or by email. Meetings prior to and surrounding date of announce and on-sale will be called on an as-needed basis.

OTHER EXPENSE ISSUES

JCPRD and JCCC are each responsible for their own fixed expenses. Out-of-pocket expenses will be divided equally between both organizations that are directly and exclusively related to the presentation of Artist, except as detailed above.

CANCELLATION

The possibilities for rescheduling Artist must be mutually agreed upon by JCPRD and JCCC and the participating Artist. In the event that dates would have to be rescheduled, all of the above outlined contractual obligations will apply, and contract with the Artist will support this.

JCPRD shall maintain liability insurance for all activities that take place at the Black Box Theater/Arts & Heritage Center related to the Artist performance.

JCCC shall hold harmless JCPRD, its agents, employees, and representatives from any liability or action arising from personal injury or property damage proximately caused by the negligent act of omission or commission of the artist or its employees, agents, or representatives. JCPRD shall hold harmless JCCC, its agents, employees, and representatives from any liability or action arising from personal injury or property damage proximately caused by the negligent act of omission or commission of the artist or its employees, agents, or representatives.

In agreement to the above by and for

Johnson County Park and Recreation District
Jill Geller, Executive Director

Date

by and for

Johnson County Community College
Emily Behrmann, General Manager, Carlsen Center Presents

Date