

NOTICE: JCPRD open meeting agendas are subject to change prior to and/or during the course of the meeting.



BOARD OF PARK AND RECREATION COMMISSIONERS

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SAFETY & OUTDOOR EDUCATION (SOE) COMMITTEE

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MEETING AGENDA

JCPRD Administration Building Sunflower Room
7900 Renner Road, Shawnee Mission, KS 66219

March 11, 2019
5:30 pm

CALL TO ORDER/ROLL CALL

DISCUSSION & ACTION

A. 2019 Johnson County Sailing Society Agreement – Bill McGowan, Outdoor Education Manager

Issue: Consider approval of annual agreement with Johnson County Sailing Society's use of Shawnee Mission Park Lake and the Society's provisions for instruction of District sponsored sailing classes for 2019.

OTHER BUSINESS

ADJOURNMENT



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

B R I E F I N G S H E E T

Presented to: Safety and Outdoor Education Committee **Meeting Date:** 03/11/2019

Project Name/Identification: 2019 Johnson County Sailing Society Agreement (SOE 2019-1005)

Submitted by: Bill McGowan, Outdoor Education Manager **Phone:** 913-826-2802

ISSUE: Consider approval of annual agreement with the Johnson County Sailing Society for the Society’s use of Shawnee Mission Park Lake and the Society’s provisions for instruction of District sponsored sailing classes for 2019.

BACKGROUND: This is an arrangement that has worked well for over 35 years. Participant evaluations have consistently rated the Sailing Society’s instruction as excellent to good and without their assistance we may not be able to continue this program. The agreement maintains a long and good standing partnership. The required events schedule (Exhibit “A”) has been provided, reflecting compliance with the terms of this agreement. The agreement is essentially the same as in previous years and provides instruction for three public sailing classes on Shawnee Mission Park Lake.

ANALYSIS: In 2018 the Sailing Society programs served 40 participants generating revenue of \$2,610.

FUNDING REVIEW: Are there funding implications involved? No Yes – explain: Type here.

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 reviewed document and approved.

SUGGESTED RECOMMENDATION/MOTION: It was the consensus of the committee to recommend Board consent approval of 2019 Johnson County Sailing Society Agreement (SOE 2019-1005).

SUPPORTING DOCUMENTATION:

1. Johnson County Sailing Society’s Agreement (SOE 2019-1005)
2. Exhibit “A” 2019 Johnson County Sailing Society’s Events Calendar
3. 2019 Johnson County Sailing Society Certificate of Liability Insurance

JOHNSON COUNTY SAILING SOCIETY AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2019, by and between the Johnson County Park and Recreation District, hereafter designated, "JCPRD" and the Johnson County Sailing Society, hereafter designated, the "Sailing Society".

WHEREAS, the Sailing Society desires to use Shawnee Mission Park Lake to conduct club sailing events during 2019 and JCPRD is agreeable to allow such use upon the terms and conditions as set forth herein.

1. JCPRD will accept requests from the Sailing Society to utilize Shawnee Mission Park Lake from April 1st through October 31, 2019 for one-day sailing events, which shall not be conducted on holiday weekends. A list of dates of the approved sailing events (the "Events" or "Event") is made as a part of this agreement and attached as Exhibit "A." Sailing Society shall obtain and continuously maintain in full force during the period of this Agreement its Regatta Insurance Policy naming JCPRD as an additional insured. Said Policy shall provide for a bodily injury liability limit of not less than \$1,000,000 per accident or occurrence. Said policy, if mutual, shall be non-assessable. The Sailing Society shall provide JCPRD with a Certificate of Insurance evidencing that such policy has been paid for and is in full effect. The Sailing Society shall require the Insurance Company to notify JCPRD in writing at least thirty (30) days in advance of any lapse, termination, cancellation of the policy, or any impairment of coverage thereunder. Notwithstanding anything contained herein to the contrary, the failure of the Sailing Society to maintain such insurance coverage shall be grounds for the immediate termination of this Agreement by JCPRD.
2. JCPRD will provide storage space for the Sailing Society's "Event" materials and equipment in a designated area in the Shawnee Mission Park marina building and/or in the area of the maintenance compound free of charge from one week before the first approved Event through one week following the last approved Event. The park and marina managers must approve all equipment and materials to be stored at the marina and/or maintenance compound areas. The Sailing Society shall indemnify and hold JCPRD, its commissioners, employees, agents and representatives harmless against any loss or damage, which may result from the storage of equipment or material on or within JCPRD property. Storage will be coordinated with the managers and all materials and equipment must be removed by one week following the final approved Event.
3. Sailing Society agrees to provide sailing instruction for JCPRD sponsored sailing lessons and may use JCPRD owned sailboats for such lessons. While conducting such lessons, the Sailing Society and its instructors shall be covered under JCPRD's liability insurance. JCPRD shall collect the class fee from each participant and from the fees collected by JCPRD a flat fee of \$275.00 per spring session and \$275.00 for each summer session will be paid by JCPRD to the Sailing Society at the conclusion of each session. For each of the sailing sessions, as hereinafter described, the Sailing Society will provide instruction with a minimum of three experienced instructors per session.
 - a. Spring season session, referenced as Sailing I, shall begin in April. The session shall consist of six two-hour classes.
 - b. Summer season session, referenced as Sailing I, shall begin in July. The session shall consist of six two-hour classes.
 - c. Summer season session, referenced as Sailing II, shall begin in July. The session shall consist of two two-hour classes and three three-hour classes.

The Sailing Society agrees that no fee will be paid for a session which is canceled due to a lack of minimum enrollments as identified in the JCPRD seasonal program.

4. JCPRD will allow, under the Sailing Society’s supervision, a maximum of five JCPRD owned sailboats to be rented during the Events, at a rental fee of \$30.00 per boat per Event, for use in the Event by those registered participants of 2019 JCPRD sponsored sailing lessons and current Sailing Society members. The rental of such sailboats for the Events is expressly conditioned upon the Sailing Society providing satisfactory proof to JCPRD that the use of such sailboats is covered under the Sailing Society’s Regatta Liability Insurance Policy. The Sailing Society agrees to collect the rental fee, ensure eligible participants complete the rental agreement form and to timely deliver both the fee and the rental form to the JCPRD offices at 7900 Renner Rd.
5. Sailing Society hereby agrees to indemnify and hold JCPRD, its commissioners, employees, agents and representatives harmless from any and all loss, damage, expense or liability which may be claimed or asserted against JCPRD or them by reason of any act or omission of the Sailing Society, its agents or representatives by reason of the use of Shawnee Mission Park Lake for an Event, or from the use of any JCPRD facilities, or equipment, or otherwise arising pursuant to any term or condition of this Agreement for an Event. The Sailing Society agrees at its own cost and expense to defend and protect JCPRD, and its commissioners, employees, agents and representatives from any and all claims or demands and to pay any and all damages, settlements, awards, judgments and/or costs related to such claim(s) or the defense of such claim(s) arising out of or pertaining to an Event, including any attorney’s fees and litigation expenses incurred by JCPRD and its commissioners, employees, agents and representatives.
6. Sailing Society and Event participants must comply with all JCPRD Code of Regulations and those JCPRD operation policies applying to marina and dock operations and directions of the marina manager and/or Shawnee Mission Park Manager.
7. Sailing Society will not discriminate on account of race, sex, age, color, national origin, ancestry, or against persons with disabilities, in the employment of persons, use of facilities or participants.
8. This Agreement may be terminated for convenience by either party at any time upon the giving of ninety (90) days advance written notice to the other party of their intent to terminate. Except for the failure of the Sailing Society to maintain insurance as required hereby for its Events which is grounds for immediate termination, if the Sailing Society shall otherwise be in default hereunder JCPRD may terminate this Agreement upon giving not less than ten (10) days written notice. In the event a party to this Agreement shall be in default hereunder, the other party shall have all rights and remedies provided by law.

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

DATE: _____

BOARD CHAIR
JOHNSON COUNTY PARK & RECREATION DISTRICT

DATE: _____

JOHNSON COUNTY SAILING SOCIETY

APPROVED AS TO FORM:

Legal Counsel, Johnson County Park & Recreation District

Exhibit "A"
2019 Calendar

April 13 Move in. Sail room clean and org.
14 Sloop Race
23 Sailing I Indoor
25 Sailing I Indoor
27 Sailing I on water
28 Race. Series 1 Races 1-2

May 4 Sailing I on water
5 Race. Series 1 Races 3-4
11 Sailing I on water
18 Sailing I on water/Come Sail with Us
19 Race. Series 1 Races 5-6

June 1 Come Sail with Us/Day in the Park
9 Race. Series 1 Races 7-8
16 Race. Series 1 Races 9-10
23 Race. Series 1 make up race if needed
25 Sailing I Indoor
27 Sailing I Indoor
29 Sailing I on water
30 Race. Series 2 Races 1-2

July 9 Sailing II Indoor
11 Sailing II Indoor
13 Sailing I and II on water
14 Race. Series 2 Races 3-4
20 Sailing I and II on water
21 Race. Series 2 Races 5-6
27 Sailing I and II on water/Come Sail with Us
28 Race. Series 2 Races 7-8

August 4 Race. Series 2 Races 9-10
11 Race. Series 2 make up race if needed
18 Race. Series 3 Races 1-2
25 Race. Series 3 Races 3-4

September 8 Race. Series 3 Races 5-6
15 Race. Series 3 Races 7-8
22 Race. Series 3 Races 9-10
29 Race. Series 3 make up race if needed

October 6 Dean Mordy Keg Race



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Gowrie Barden & Brett, Inc. CONTACT NAME: Sara Paduch. INSURER(S) AFFORDING COVERAGE: Federal Insurance Company. NAIC #: 20281.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Regatta Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Johnson County Parks & Recreation District is named as an Additional Insured ATIMA on the Regatta Liability policy only per written contract or agreement.

CERTIFICATE HOLDER: Johnson County Parks & Recreation District. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.