MEETING AGENDA
JCPRD Administration Building Boardroom  July 15, 2019
7900 Renner Road, Shawnee Mission, KS  66219  5:30 pm

CALL TO ORDER/ROLL CALL

DISCUSSION & ACTION

A. De Soto USD #232 School Age Childcare agreement – Rhonda Pollard, Superintendent of Recreation

B. Gardner-Edgerton USD #231 School Age Childcare agreement – Rhonda Pollard, Superintendent of Recreation

C. Olathe Public Schools USD #233 Agreement Number 19023 (Before and After School Services) – Rhonda Pollard, Superintendent of Recreation

D. Shawnee Mission USD #512 School Based Childcare Programs Administration Day Care Providers Lease Agreements – Rhonda Pollard, Superintendent of Recreation

E. Shawnee Mission USD #512 School Based Childcare Programs Administration Day Care Providers Lease Title Schools Agreements – Rhonda Pollard, Superintendent of Recreation

OTHER BUSINESS

ADJOURNMENT
Presented to: Recreation Committee  Meeting Date: 07/15/2019

Project Name/Identification: De Soto USD #232 School Age Childcare Lease Agreement

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

ISSUE: Consider approval of the 2019-2020 De Soto USD #232 School Age Childcare Lease Agreement.

BACKGROUND: This is the sixteenth year for this agreement. JCPRD operates successful Kindergarten and Out of School Time programs in the De Soto school district, providing a useful and much needed service to the De Soto community. There will be an increase in the Kindergarten program lunch fee from $2.60 to $2.70. This agreement is a renewal of previous year’s agreements. Changes are to the dates, Lessee name, and signature page.

ANALYSIS: Renewal of this agreement is critical to the continued successful operations of the Children’s Services Department. It will enable these valuable programs and services to be provided to the community, allow for continued employment of several regular full-time District employees who serve as directors of these programs, and provide ongoing revenue to the District for the provision of these services.

FUNDING REVIEW: Are there funding implications involved?  □ No  ☑ Yes  If Yes, explain: Participant fees cover all expenses associated with this program.

ALTERNATIVES:

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

If other, explain: 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 at the Regular Board Meeting on July 24, 2019, of the 2019-2020 De Soto USD #232 School Age Childcare Lease Agreement.

SUPPORTING DOCUMENTATION:

- 2019-2020 De Soto USD #232 School Age Childcare Lease Agreement.
DE SOTO UNIFIED SCHOOL DISTRICT NO. 232
LEASE AGREEMENT 2017-2018 2018-2019

THIS LEASE AGREEMENT ("Lease") is made and entered into effective August 1, 2017–2019 ("Effective Date"), by and between DE SOTO UNIFIED SCHOOL DISTRICT NO. 232, JOHNSON COUNTY, STATE OF KANSAS, ("School District" or "Lessor") and the JOHNSON COUNTY PARK AND RECREATION DISTRICT, a park district organized pursuant to K.S.A. 19-2859 et seq., ("Lessee"). Lessor and Lessee may be hereinafter referred to as the Parties.

1. Lease. For purposes of operating various child care programs ("the Programs") and in accordance with the following:

   (a) Before and After School Program. The School District hereby leases to Lessee those areas to be designated at the schools ("School" or "Schools"), including reasonable access thereto, identified on Exhibit A, a copy of which is attached hereto and incorporated herein by reference ("Before and After School Premises") for the purpose of conducting its Before and After School Program ("Before and After School Program"). The Before and After School Premises shall include those areas of the School that are reasonably essential for the care and comfort of the children enrolled in the Before and After School Program, including but not limited to restrooms and the facilities of the school nurse. The School District and Lessee understand and agree that the terms and conditions of Exhibit A may, from time to time, be modified and amended by agreement of the School District and Lessee.

2. Days and Hours of Operation. Lessee agrees to conduct the Programs between August 14, 2017–August 12, 2019 and May 25, 2018–May 22, 2020 or until such later date to which the 2017-2018 2019-2020 school year may be extended. Lessee agrees to operate the Programs during the hours specified by Exhibit A on those days of the week during the 2017-2018 2019-2020 School Year when the school district is open for classes. Except as provided herein, Lessee shall not operate the Programs during specified holidays for which the School District will provide a list to JCPRD, weekends or those days when School is cancelled due to severe inclement weather when the Superintendent deems it unsafe for School District custodial or maintenance employees to work, or for other reasons.

3. Suspension of Use of Premises. The Lessor may suspend Lessee’s use of the Before and After School Premises (collectively “Premises”) at any time, upon thirty (30) days’ written notice to Lessee, when it is determined by the Lessor that use of the Premises by the Lessee will conflict with the School District’s use of all or part of the Premises, and, upon at least 24 hours’ notice, in the event the School District has an emergency need to use the Premises. In the event of a temporarily suspended use of the Premises by Lessee, the Rent provided for in Section 5 herein shall abate on a pro-rata basis and shall be deducted from the monthly Rent then due and payable by Lessee to the School District.

4. Restriction on Use. Subject to the terms and conditions of the Lease, Lessee shall use the Premises for no other purpose than the Programs described in Section 1 (a).

5. Rent.

   (a) Rate. During the 2017-2018 2019-2020 School Year, Lessee agrees to pay Rent to the School District for the use of the Premises at the rate of Eight Dollars ($8.00) per hour of operation (as defined in Section 2 of this Lease), per Program, per room used, per School. Rent to the School District for use of the Premises for consolidated care shall be paid at the rate of Ten Dollars ($10.00) per hour of operation. Except as provided elsewhere in this Agreement, such Rent includes all utilities and custodial services within normal workday hours needed by Lessee to operate its Programs on the Premises, which utilities and custodial services shall be provided by
the School District. If there is a need of custodial services by the Lessee outside of normal workday hours, the Lessee will responsible for paying for the custodial overtime at a rate of $30/hour. The Rent shall be payable in arrears. The School District shall invoice Lessee on or before the 5th day of each month for Rent incurred during the preceding month. Lessee agrees to pay the invoiced amount no later than the 25th day of the month in which the invoice for Rent is rendered by the School District.

(b) Adjustment. The parties agree to make reasonable adjustments in the Rent in the event: (i) this Lease is temporarily suspended by the School District with respect to all or any portion of the Premises, pursuant to Section 3 hereof; (ii) this Lease is terminated, in whole or in part, by either the Lessee or the School District pursuant to Section 7 hereof; or (iii) the School District’s actual utility costs and custodial costs increase during the School Year beyond the amount anticipated by the School District at the time this Lease is executed; provided, however, that, such increase apportioned to Lessee shall be based upon Lessee’s hourly use of the Premises and the square footage of the Premises used by Lessee and, prior to the School District making an adjustment pursuant to this Section 5.B.iii, the School District shall provide documentation to Lessee, in a form reasonably satisfactory to Lessee, demonstrating such increase.

(c) Additional Rent. In addition to the Rent specified herein, Lessee agrees to pay to the School District as Additional Rent the following:

i. For lunches served to children in the Kindergarten Program: $2.60/lunch served.

ii. For milk served to children in the Kindergarten Program at lunch or breakfast service times only: 50/per student.

Charges for Additional Rent shall be listed separately on the monthly invoices for Rent, and shall be paid at the same time as those invoices for Rent are paid.

6. Improvements.

(a) Telephones. The Lessor agrees that Lessee may install and operate, at Lessee’s sole cost and expense, a telephone in any portion of the Premises as may be desired by Lessee in the course of operating the Programs, so long as the location selected by Lessee does not interfere with the School District’s use of the Premises.

(b) Food Storage. At its option, Lessee may place a refrigerator (to be supplied by Lessee); in or near the Premises at a location to be determined by the School District, for snack foods and drinks that Lessee may serve to Program participants.

7. Term and Termination.

(a) Term. The term of this Lease shall commence on August 14, 2017August 12, 2019, and shall continue through the last day of the School District’s 2017-20182019-2020 school year.

(b) Termination by Lessee. The Lessee may terminate this Lease as to any Programs at any or all of the Schools at any time upon giving the School District at least sixty (60) days written notice. During said 60-day period, the Parties shall make reasonable efforts to agree to terms and conditions which would enable Lessee to resume the operation of its Programs at the School or Schools affected. In no event will Lessee give its customers notice of modification or cancellation of a Program less than thirty (30) days after written notice of termination is given to the School District.

(c) Termination by Lessor. The Lessor may terminate this Lease with or without cause at any time upon giving the Lessee at least sixty (60) days’ notice. Alternatively, in the event the School District determines that Lessee has breached any of the terms or conditions of the Lease or that the warranties or representations herein given are found by the School District to be false, School
District shall provide Lessee with notice of such breach. Lessee shall cure such breach within ten (10) days after the date of its receipt of such notice, or if the breach is one which cannot reasonably be cured within ten (10) days, Lessee shall begin taking steps to cure the breach within ten (10) days, and shall completely cure the breach with reasonable promptness. In the event Lessee fails to cure or take reasonable efforts to commence a cure of the alleged breach within the time specified herein, the School District may terminate this Lease upon providing five (5) days written notice to Lessee of Lessee’s failure to cure.

8. **Representations and Warranties.** Lessee warrants, represents and agrees that:

(a) **Permits and Licenses.** Lessee has obtained all necessary permits and licenses for each Program as required by law or by municipal ordinance and is fully authorized to provide the services intended, and it will continue to be so licensed and authorized throughout the term of this Lease.

(b) **Insurance.** Lessee has in full force and effect general liability (General Aggregate) insurance coverage in the minimum amount of Two Million Dollars ($2,000,000.00), as evidenced by a liability certificate that Lessee will keep and maintain such insurance throughout the term of this Lease; and that the School District has been, and will continue to be, listed as an additional insured thereon. Lessee will pay the cost of any increase in insurance premiums incurred by the School District as the result of the operation of Lessee’s Programs.

(c) **Lessee Not an Agent.** Lessee is not the agent of the School District and will not hold itself out as agent of the School District or as offering a program which has either been approved of or is supervised by the School District.

(d) **Compliance with Laws and Regulations.** Lessee will abide by the laws of the United States and the State of Kansas and all rules, regulations and policies adopted by the Board of Education of the School District and will conform to such administrative orders as may be from time to time issued by the Superintendent of the School District or authorized by him to be issued on his behalf.

(e) **Availability of Programs.** Each Program operated by the Lessee on the Premises shall be available to all school age children, whether or not they attend the School in which the program is located, subject to the State of Kansas licensing requirements relating to the maximum number of children that may be located at each location.

(f) **Availability of Programs for Low-Income Families.** Lessee shall make reasonable arrangements, within the limits of available funding, to accommodate school age children whose parents cannot reasonably afford the standard cost of the Program.

(g) **Presentation of Documents.** In accordance with all representations and agreements contained in this Section, Lessee is required to provide upon request of the School District: (i) photocopies of all permits and licenses required by any cities or other political subdivisions within which the Programs operate, and by the State of Kansas for operating the Programs; and (ii) a certificate of liability insurance reflecting insurance in effect, and listing the School District as “additional insured.”

9. **Indemnity.**

(a) **From Lessee to School District; Waiver of Liability by Program Participants.** The School District shall not be liable to the Lessee, or to any third party, for any act or failure to act on the part of the Lessee, its agents, employees or pupils; and the Lessee specifically agrees to indemnify and save and hold the School District free and harmless from any and all losses, damages, costs, expenses and/or judgments arising out of Lessee’s use of the Premises and that are proximately caused by the negligent or other actionable fault of the Lessee, its officers, agents or employees. In any agreement between the Lessee and parent(s) of any child for the providing of child care
service, such agreement shall specifically provide, in a form satisfactory to the School District, for a release of liability of the School District and for indemnification of the School District by the parent(s). A sample Release is attached hereto as Exhibit B.

(b) **Damage to School District Property.** Lessee shall be liable to the School District for any and all damage to any School District property which occurs as a result of the occupancy or use of School District facilities or property by the Lessee, its agents, employees or pupils. Lessee’s liability to the School District shall include damage or injury caused by third parties who use and occupy the Schools or property therein with the express or implied consent of the Lessee.

10. **Miscellaneous**

(a) **Complete Agreement.** This Lease constitutes the complete understanding between the parties regarding the subject matter hereof. It may be modified or amended only in a written instrument authorized and signed by both parties.

(b) **Notices.** All notices required or permitted to be given under this Lease shall be delivered by first class mail or by facsimile, as follows:

If to School District:
De Soto Unified School District No. 232
35200 W. 91st Street
De Soto, Kansas 66018
Attn: Wendy Denham, Board Clerk
Facsimile: 913-667-6201
Office Phone: 913-667-6200

If to Lessee:
Johnson County Park and Recreation District
6501 Antioch Road
Merriam, KS 66202-3637
Attn: Jennifer Anderson, Amy Branson, Children Services Specialist
Facsimile: 913-831-3311

(c) **Governing Law.** This Lease will be governed, construed, and interpreted in accordance with the laws of the State of Kansas.

(d) **Contractual Provisions Attachment.** The Provisions found in Contractual Provisions Attachment (Form DA-146a), which is attached hereto as Exhibit B are hereby incorporated in this Agreement and made a part thereof as required by K.S.A. 72-8201c.
IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above mentioned.

SCHOOL DISTRICT:
UNIFIED SCHOOL DISTRICT NO. 232, JOHNSON COUNTY, STATE OF KANSAS

____________________________________
By: President, Board of Education

ATTEST:

______________________________
Clerk, Board of Education

LESSEE:

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

____________________________________
By: Nancy Wallerstein, Steven Baru, Board Chair

APPROVED AS TO FORM:

________________________________
Ernest C. Ballweg, Fred J. Logan, Jr., JCPRD Legal Counsel
## Programs Offered

<table>
<thead>
<tr>
<th>School Type</th>
<th>School</th>
<th>Hours of Operation</th>
<th>Floor Plan Attached as Exhibit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before and After School Kindergarten Program</td>
<td>Mize Elementary</td>
<td>7:00 a.m.– 6:00 p.m.</td>
<td>TO BE DETERMINED</td>
</tr>
<tr>
<td></td>
<td>Prairie Ridge Elementary</td>
<td>7:00 a.m.– 6:00 p.m.</td>
<td>TO BE DETERMINED</td>
</tr>
<tr>
<td></td>
<td>Riverview Elementary</td>
<td>7:00 a.m.– 6:00 p.m.</td>
<td>TO BE DETERMINED</td>
</tr>
<tr>
<td></td>
<td>Clear Creek Elementary</td>
<td>7:00 a.m.– 6:00 p.m.</td>
<td>TO BE DETERMINED</td>
</tr>
<tr>
<td></td>
<td>Horizon Elementary</td>
<td>7:00 a.m.– 6:00 p.m.</td>
<td>TO BE DETERMINED</td>
</tr>
<tr>
<td></td>
<td>Belmont Elementary</td>
<td>7:00 a.m.– 6:00 p.m.</td>
<td>TO BE DETERMINED</td>
</tr>
<tr>
<td></td>
<td>Starside Elementary</td>
<td>7:00 a.m.– 6:00 p.m.</td>
<td>TO BE DETERMINED</td>
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</tbody>
</table>
EXHIBIT B

SAMPLE RELEASE TO BE INCLUDED IN ANY
“SCHOOL AGE CHILD CARE AGREEMENT”
BETWEEN PARK DISTRICT AND PARENTS OF CHILDREN

We, the undersigned, parents of _______________________________, acknowledge that the Before and After School Program operated by Johnson County Park and Recreation District (“Park District”) is not a program operated or controlled by De Soto Unified School District No. 232, Johnson County, State of Kansas (the “School District”); that the School District is only a lessor of space and has no responsibility whatsoever for the administration or operation of the program, for the selection of any employees to operate the program by the provider thereof, or for any act or omission which may occur while any child is going to, participating in, or going from the program. We, further, acknowledge that the program has not been approved by the School District and will not be supervised by the School District.

We agree that the School District shall not be liable to the undersigned and his/her child(ren) for any act or failure to act on the part of the Park District, its agents or employees, and we release the school district from any liability with reference thereto and promise and agree to save, and hold the School District free and harmless from any and all loss, of any and all nature or kind whatsoever, as the same may relate to any injury suffered or damage sustained by our child(ren) participating in the program or by us.

Date: ______________________  ___________________________________
Signature of Parent or Guardian
ISSUE: Consider approval of the 2019-2020 Gardner-Edgerton USD #231 School Age Childcare Lease Agreement.

BACKGROUND: This is the fourteenth year for this agreement. JCPRD operates a successful Out of School Time program in this school district, providing a useful and much needed service to the Gardner-Edgerton Community. This agreement is a renewal of previous year’s agreement. Changes are to the dates, Exhibit A heading of “After School Premises” to “Summer Premises”, and signature page.

ANALYSIS: Renewal of this agreement is integral to the continued successful operations of the Children’s Services Department. It will enable these valuable programs and services to be provided to the community, allow for continued employment of several regular full-time District employees who serve as directors of these programs, and provide ongoing revenue to the District for the provision of these services.

FUNDING REVIEW: Are there funding implications involved? ☒ Yes  If Yes, explain: Participant fees cover all expenses associated with this program.

ALTERNATIVES:  

<table>
<thead>
<tr>
<th>Alternatives</th>
<th>Staff Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recommend consent approval as recommended by staff.</td>
<td>☒</td>
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<td>Recommend denial of request.</td>
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<td>Table for additional consideration.</td>
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<tr>
<td>Take no action.</td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
</tr>
</tbody>
</table>

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 at the Regular Board Meeting on July 24, 2019, of the 2019-2020 Gardner-Edgerton USD #231 School Age Childcare Lease Agreement.

SUPPORTING DOCUMENTATION:  

- 2019-2020 Gardner-Edgerton USD #231 School Age Childcare Lease Agreement.
GARDNER-EDGERTON UNIFIED SCHOOL DISTRICT NO. 231
LEASE AGREEMENT 2018-2019 2019-2020

THIS LEASE AGREEMENT (“Lease”) is made and entered into effective August 1, 2018 2019 (“Effective Date”), by and between GARDNER-EDGERTON UNIFIED SCHOOL DISTRICT No. 231, JOHNSON COUNTY, STATE OF KANSAS, hereinafter referred to as “School District,” and the JOHNSON COUNTY PARK AND RECREATION DISTRICT, a park district organized pursuant to K.S.A. 19-2859 et seq., hereinafter referred to as “Lessee.” This contract will be effective for the 2018-2019 2019-2020 school year referred to as (“School Year.”)

1. **Lease.** For purposes of operating various child care programs (“the Programs”) and in accordance with the following:

   (a) **Before and After School Program.** The School District hereby leases to Lessee those areas to be designated on the floor plans of the schools (“School” or “Schools”), including reasonable access thereto, identified on Exhibit A, a copy of which is attached hereto and incorporated herein by reference (“Before and After School Premises”) for the purpose of conducting its Before and After School Program (“Before and After School Program”). The Before and After School Premises in each School shall include a classroom or other suitable instructional space in each respective School, each respective School’s cafeteria, and, in the event the School’s cafeteria is unavailable, the respective School’s gymnasium, but only to the extent the classroom, cafeteria and gymnasium are not being used for School purposes. The Before and After School Premises shall also include those other areas of the Schools that are reasonably essential for the care and comfort of the children enrolled in the Before and After School Program, including but not limited to restrooms and the facilities of the school nurse. The School District and Lessee understand and agree that the terms and conditions of Exhibit A may, from time to time, be modified and amended by agreement of the School District and Lessee. Lessee shall use the Before and After School Premises only to conduct the Before and After School Program.

   (b) **Summer Camp Program.** The School District hereby leases to the Lessee those areas to be designated on the floor plans of the Schools, including reasonable access thereto, identified on Exhibit A, a copy of which is attached hereto and incorporated herein by reference (collectively the “Summer Camp Premises”) for the purpose of Lessee conducting therein a summer camp (the “Summer Camp Program”). The Summer Camp Premises in each School shall include one or more classrooms or other suitable instructional spaces in each respective School, the respective School’s cafeteria, and, in the event the School’s cafeteria is unavailable, the respective School’s cafeteria is unavailable, the respective School’s gymnasium, but only to the extent the classroom(s), cafeteria and gymnasium are not being used for school purposes. The Summer Camp Premises shall also include those other areas of the Schools that are reasonably essential for the care and comfort of the children enrolled in the Summer Camp Program, including but not limited to restrooms and the facilities of the school nurse. The School District and Lessee understand and agree that the terms and conditions of Exhibit A may, from time to time, be modified and amended by agreement of the School District and Lessee.
2. **Days and Hours of Operation.**

   (a) **Before and After School Program.** Lessee agrees to conduct its Before and After School Program between the first day of the school year and the last day of the school year as identified by the School Board’s adopted school calendar, or until such later date to which the School Year may be extended. Lessee agrees to operate its Before and After School Program during the hours of 7:00 a.m. through 8:25 a.m. and 3:25 p.m. through 6:00 p.m. on those days of the week during the School Year except as provided herein. Lessee shall not operate its Before and After School Program in any School during specified custodial staff holidays, for which the School District will provide a list to Lessee; weekends; or those days when School is cancelled due to inclement weather or for other reasons when the Superintendent deems it unsafe for School District custodial and/or maintenance employees to work.

   (b) **Summer Camp Program.** Lessee agrees to conduct its Summer Camp Program between the Monday following the last day of school for the School Year, and Friday prior to the first day of the subsequent school year. Lessee agrees to operate its Summer Camp Program during the hours of 7:00 a.m. through 6:00 p.m. on those days of the week during the School Year when the respective School is open for classes. Except as provided herein, Lessee shall not operate its Summer Camp Program in any School during specified custodial staff holidays, for which the School District will provide a list to JCPRE, weekends, or those days when School is cancelled due to inclement weather or for other reasons when the Superintendent deems it unsafe for School District custodial or maintenance employees to work.

3. **Suspension of Use of Premises.** The School District may suspend Lessee’s use of the Before and After School Premises, the Kindergarten Premises or the Pre-School Premises (collectively “Premises”) at any time, upon thirty (30) days’ written notice to Lessee, when it is determined by the School District that use of the Premises by the Lessee will conflict with scheduled School District use of all or part of the Premises, and, upon at least 24 hour notice, in the event the School District has an emergency need to use the Premises. In the event of such temporary suspended use of the Premises by Lessee, the Rent provided for in Section 5 herein shall abate on a pro-rata basis based upon the type of use suspended and shall be deducted from the monthly Rent then due and payable by Lessee to the School District.

4. **Restriction on Use.** Lessee shall use the Premises subject to this Lease for the described “Programs” (hereafter collectively referred to as “Programs” or singularly referred to as “Program”) and for no other purpose.

5. **Rent.**

   (a) **Rate.** During the School Year, Lessee agrees to pay Rent to the School District for the use of the Premises at the rate of $9.00 per hour of operation (as defined in Section 2 of this Lease), per Program, per room used, per School. Except as provided elsewhere in this Agreement, such Rent includes all utilities and custodial services needed by Lessee to operate its Programs on the Premises, which utilities and custodial services shall be provided by the School District. The Rent shall be payable monthly, prior to use. The School District shall invoice Lessee on or before the 5th day of each month for Rent applied to the following month. Lessee agrees to pay the invoiced amount no later than
the 25th day of the month in which the invoice for Rent is rendered by the School District.

(b) **Adjustment.** The parties agree to make reasonable adjustments in the Rent in the event: (i) this Lease is temporarily suspended by the School District with respect to all or any portion of the Premises, pursuant to Section 3 hereof; (ii) this Lease is terminated, in whole or in part, by either the Lessee or the School District pursuant to Section 7 hereof; or (iii) the School District’s actual utility costs and custodial costs increase materially during the School Year beyond the amount anticipated by the School District at the time this Lease is executed; provided, however, that, such increase apportioned to Lessee shall be based upon Lessee’s hourly use of the Premises and the square footage of the Premises used by Lessee and, prior to the School District making an adjustment pursuant to this Section 5.B.iii, the School District shall provide documentation to Lessee, in a form reasonably satisfactory to Lessee, demonstrating such material increase.

(c) **Additional Rent.** In addition to the Rent specified herein, Lessee agrees to pay to the School District as Additional Rent the following:

(i) For lunches served to children in the Pre-School Program: The meal prices will be set annually according to the Federal Reimbursement Rate for a free meal. (Food Service Facts Financial Management Chapter 12 page 2).

(ii) For milk served to children in any of the Programs: $.50/serving of milk served by the School District’s Food Services personnel.

Charges for Additional Rent shall be listed separately on the monthly invoices for Rent, and shall be paid at the same time as those invoices for Rent are paid.

6. **Improvements.**

(a) **Telephones.** The School District agrees that Lessee may install and operate, at Lessee’s sole cost and expense, a telephone in any portion of the Premises as may be desired by Lessee in the course of operating the Programs, so long as the location selected by Lessee does not interfere with the School District’s use of the Premises.

(b) **Food Storage.** At its option, Lessee may place a refrigerator (to be supplied by Lessee) in or near the Premises at a location to be determined by the School District, for snack foods and drinks that Lessee may serve to Program participants.

7. **Term and Termination.**

(a) **Term.** The term of this Lease shall commence on the Effective Date, and shall continue through the last day of the School District’s School Year.

(b) **Termination by Lessee.** The Lessee may terminate this Lease as to any Programs at any or all of the Schools at any time upon giving the School District at least sixty (60) days written notice. During said 60-day period, Lessee and School District shall make reasonable efforts to agree to terms and conditions which would, in Lessee’s discretion, enable Lessee to resume the operation of its Programs at the School or Schools affected. In no event will Lessee give its
customers notice of modification or cancellation of a Program less than thirty (30) days after written notice of termination is given to the School District.

(c) **Termination by School District.** In the event the School District determines that Lessee has breached any of the terms or conditions of the Lease or that the warranties or representations herein stated have been breached, School District shall provide Lessee with written notice of such breach. Lessee shall cure such breach within ten (10) days after the date of its receipt of such written notice, or if the breach is one which cannot reasonably be cured within ten (10) days, Lessee shall begin taking steps to cure the breach within ten (10) days, and shall completely cure the breach with reasonable promptness. In the event Lessee fails to cure or take reasonable efforts to commence a cure of the alleged breach within the time specified herein, the School District may terminate this Lease upon providing five (5) days written notice to Lessee of Lessee’s failure to cure.

8. **Representations and Warranties.** Lessee warrants, represents and agrees that:

(a) **Permits and Licenses.** Lessee has obtained all necessary permits and licenses for each Program as required by law or by municipal ordinance and is fully authorized to provide the services intended, and it will continue to be so licensed and authorized throughout the term of this Lease.

(b) **Insurance.** Lessee has in full force and effect general liability (General Aggregate) insurance coverage in the minimum amount of Two Million Dollars ($2,000,000.00), as evidenced by a liability certificate that Lessee will keep and maintain such insurance throughout the term of this Lease; and that the School District has been, and will continue to be, listed as an additional insured thereon. Lessee will pay the cost of any increase in insurance premiums incurred by the School District as the result of the operation of Lessee’s Programs.

(c) **Lessee Not an Agent.** Lessee is not the agent of the School District and will not hold itself out as agent of the School District or as offering a program which has either been approved of or is supervised by the School District.

(d) **Compliance with Laws and Regulations.** Lessee will abide by the laws of the United States and the State of Kansas and all rules, regulations and policies adopted by the Board of Education of the School District, and will conform to such administrative orders as may be from time to time issued by the Superintendent of the School District or authorized by him/her to be issued on his/her behalf.

(e) **Availability of Programs.** Each Program operated by the Lessee on the Premises shall be available to all school age children, whether or not they attend the School in which the program is located, subject to the State of Kansas licensing requirements relating to the maximum number of children that may be located at each location.

(f) **Availability of Programs for Low-Income Families.** Lessee shall make reasonable arrangements, within the limits of available funding, to accommodate school age children whose parents cannot reasonably afford the standard cost of the Program.
(g) **Presentation of Documents.** In accordance with all representations and agreements contained in this Section, Lessee is required to provide upon request of the School District: (i) photocopies of all permits and licenses required by any cities or other political subdivisions within which the Programs operate, and by the State of Kansas for operating the Programs; and (ii) a certificate of liability insurance reflecting insurance in effect, and listing the School District as “additional insured.”

9. **Indemnity.**

(a) The District shall not be liable to the Lessee, or to any third party, for any act or failure to act on the part of the Lessee, its agents or employees, and the Lessee specifically agrees to indemnify and save and hold the District free and harmless from any and all losses, damages, costs, expenses and/or judgments arising out of the Lessee’s use of the Premises and that are proximately caused, by the negligent or other actionable fault of the Lessee, its officers, agents or employees. Any agreement between the Lessee and the parent(s) of any child, for the provision by Lessee of any services contemplated herein, shall specifically provide for a waiver of liability of the District and for indemnification of the District by the parent(s), using the language employed in Exhibit B to this Agreement.

(b) Lessee shall be liable to the District for any and all damage to any District property which occurs as a result of the occupancy or use of District facilities or property by the Lessee, its agents, employees or pupils. Lessee’s liability to the District shall include damage or injury caused by third parties who are occupying or using District school facilities or property with the express or implied consent of the Lessee.

Miscellaneous.

(c) **Complete Agreement.** This Lease constitutes the complete understanding between the parties regarding the subject matter hereof. It may be modified or amended only in a written instrument authorized and signed by both parties.

(d) **Notices.** All notices required or permitted to be given under this Lease shall be delivered by first class mail or by facsimile, as follows:

If to School District:
Gardner-Edgerton Unified School District No. 231
231 E. Madison
Gardner, Kansas 66030
Attn: Bruce Kracl, Operations & Facilities
Facsimile: 913-856-2069

If to Lessee:
Johnson County Park and Recreation District
6501 Antioch Road
Merriam, Kansas 66202
Attn: Kim Chappelow-Lee, Children Services Manager
Facsimile: 913-831-3311
IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above mentioned.

SCHOOL DISTRICT:
UNIFIED SCHOOL DISTRICT NO. 231, JOHNSON COUNTY, STATE OF KANSAS

Date: ____________   ____________________________________
By: President, Board of Education

ATTEST:

___________________________
Clerk, Board of Education

LESSEE:

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

Date: ____________
By: Nancy Wallerstein, Chair

APPROVED AS TO FORM:

________________________________
Fred J. Logan Jr., JCRPD Legal Counsel
EXHIBIT A
TO
LEASE AGREEMENT BETWEEN
GARDNER-EDGERTON UNIFIED SCHOOL DISTRICT
NO. 231, JOHNSON COUNTY, KANSAS
AND
JOHNSON COUNTY PARK AND RECREATION DISTRICT

BEFORE AND AFTER SCHOOL PREMISES

<table>
<thead>
<tr>
<th>School and Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Edgerton Elementary School</td>
</tr>
<tr>
<td>400 West Nelson</td>
</tr>
<tr>
<td>Edgerton, Kansas 6602</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Gardner Elementary School</td>
</tr>
<tr>
<td>218 East Shawnee</td>
</tr>
<tr>
<td>Gardner, Kansas 66030</td>
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<tr>
<td></td>
</tr>
<tr>
<td>Grand Star Elementary School</td>
</tr>
<tr>
<td>401 E. Grand Street</td>
</tr>
<tr>
<td>Gardner, Kansas 66030</td>
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<tr>
<td></td>
</tr>
<tr>
<td>Madison Elementary School</td>
</tr>
<tr>
<td>800 West Madison</td>
</tr>
<tr>
<td>Gardner, Kansas 66030</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Moonlight Elementary School</td>
</tr>
<tr>
<td>17960 South Moonlight Road</td>
</tr>
<tr>
<td>Gardner, Kansas 66030</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Nike Elementary School</td>
</tr>
<tr>
<td>19500 S. Gardner Road</td>
</tr>
<tr>
<td>Gardner, Kansas 66030</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Sunflower Elementary School</td>
</tr>
<tr>
<td>775 North Center</td>
</tr>
<tr>
<td>Gardner, Kansas 66030</td>
</tr>
<tr>
<td>*Consolidated care when necessary</td>
</tr>
</tbody>
</table>

AFTER SCHOOL SUMMER PREMISES

<table>
<thead>
<tr>
<th>School and Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>PEAK Middle School</td>
</tr>
<tr>
<td>318 E. Washington Street</td>
</tr>
<tr>
<td>Gardner, KS 66030</td>
</tr>
</tbody>
</table>
EXHIBIT B

WORDING OF RELEASE TO BE INCLUDED IN ANY
“SCHOOL AGE CHILD CARE AGREEMENT”
BETWEEN PROVIDERS AND PARENTS OF CHILDREN

We, the undersigned, parents of _______________________________, acknowledge that the School Age Child Care Program operated by Johnson County Park and Recreation District ("Park District") is not a program operated or controlled by Gardner-Edgerton Unified School District No. 231, Johnson County, State of Kansas (the “School District”); that the School District is only a lessor of space and has no responsibility whatsoever for the administration or operation of the program, for the selection of any employees to operate the program by the provider thereof, or for any act or omission which may occur while any child is going to, participating in, or going from the program. We, further, acknowledge that the program has not been approved by the School District and will not be supervised by the School District.

We agree that the School District shall not be liable for any act or failure to act on the part of the Park District, its agents or employees, and we do waive any liability of the School District with reference thereto and promise and agree to save, and hold the School District free and harmless from any and all loss, of any and all nature or kind whatsoever, as the same may relate to any injury suffered or damage sustained by our child(ren) participating in the program or by us.
**ISSUE:** Consider approval of the Olathe Public Schools USD #233 Agreement Number 19023.

**BACKGROUND:** Through a Request for Proposal process, in May of 2019 JCPRD won the bid to furnish before and after school/summer program services (or “Out of School Time”, or “OST”) for all 36 K-5 schools within the Olathe School District, as well as services for school district staff’s children during professional development and conference days when school is not in session. This original agreement is executed in accordance with the Olathe Public Schools Request for Proposals (RFP) Number 19-023.

**ANALYSIS:** Before and after school and summer services will be provided at 36 locations in Olathe, KS, Overland Park, KS, and Lenexa, KS. The Olathe School District will lease to JCPRD areas in each school to operate programs. This will enable these programs and services to be provided to the community, allow for employment of several regular full-time JCPRD employees who will serve as directors of these programs, and provide revenue to JCPRD for the provision of these services.

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

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

If other, explain:

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 at the Regular Board Meeting on July 24, 2019, of the Olathe Public Schools USD #233 Agreement Number 19023 for before and after school/summer program services at 36 K-5 school sites.

**SUPPORTING DOCUMENTATION:**
- Olathe Public Schools USD #233 Agreement Number 19023.
This Agreement Number 19023 (the “Agreement”) is made by and between the Unified School District No. 233 of Johnson County, Kansas, a public school district organized and existing under the constitution and laws of the State of Kansas (the “District”) and Johnson County Park and Recreation District (the “Contractor”), in accordance with the terms and conditions of the District’s Request for Proposals Number 19-023, which is incorporated herein by this reference (the “Request for Proposals”).

1. AGREEMENT TO PERFORM SERVICES

1.1. Contractor hereby agrees to provide or furnish before and after school/summer program services (or “Out of School Time”, or “OST”) for all K-5 schools within the District, all as specified in the Request for Proposals. Services are to be provided at 36 locations in Olathe, KS, Overland Park, KS, and Lenexa, KS specifically designated on Schedule A (the “Premises”), unless additions/deletions are mutually agreed upon by both parties.

1.2. The District hereby leases to the Contractor the areas in those schools described on Schedule A. The areas leased are specifically designated on Schedule A (collectively the "Premises"), including reasonable access thereto. The annual term of the Contractor’s right to use the Premises shall coincide with the District’s school year (the “School Year”) and shall include the dates of any summer program services authorized under this agreement. Contractor agrees to utilize the Premises for the sole purpose of providing OST.

1.3. Contractor agrees to provide and perform such services in accordance with this Agreement, as supplemented and described in Section 2 hereof.

1.3.1. Contractor agrees to provide services at consolidated sites (designated on Schedule A) during holidays and other days when school is not in session during the school year. Contractor may operate when there are early dismissals or closings due to inclement weather so long as the buildings are otherwise open. If school is canceled for any day(s) during the school year prior to the start of the school day, only consolidated sites shall be available for the operation, at Contractor’s option, provided that the consolidated sites will only be available if the District staff are able to open such school buildings on such days.

1.3.2. Contractor agrees to provide services at one (1) consolidated site (Santa Fe Trail Middle School), or to be mutually agreed upon by both parties, for District staff during Professional Development and Conference days when school is not in session. Contractor will invoice the District, based on the number of students served each day, at a rate of $30.00 per day per student. The District will reduce the Contractor’s current month invoice for facility rental fees by the same amount.

1.4. Contractor agrees to perform such services for the fees outlined in the Contractor’s Best and Final Offer.

1.4.1. The Contractor may, at Contractor’s sole discretion, provide services at reduced rates for existing families previously enrolled in programming at the following locations for Year One only, consistent with locations where facility rental fees are waived for Year One: Fairview Elementary, Havencroft Elementary, Northview Elementary, Ridgeview Elementary, and Rolling Ridge Elementary.

1.5. Contractor agrees to pay the current Board of Education approved Facility Rental Rates (“Rent”) designated in Schedule B, for all program facilities, with the following exceptions:

1.5.1. Year One (2019-20 only) – Facility rental rates will be waived for the following sites: Fairview Elementary, Havencroft Elementary, Northview Elementary, Ridgeview Elementary, and Rolling Ridge Elementary.
1.5.2. Beginning Year Two (2020-21) and continuing through the Term of the Agreement, the District will charge Board of Education approved facility rental rates, unless otherwise mutually agreed upon by both parties (Schedule B – Facility Rental Published Fees 2018-19).

2. INCORPORATION

This Agreement is supplemented by the Request for Proposals, Contractor’s response to the Request for Proposals dated March 28, 2019, and Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), all of which are incorporated herein by this reference. To the extent such terms, conditions, or provisions may be in conflict or be inconsistent, their order of authority shall be as follows: a) Contractual Provisions Attachment (Form DA-146a, Rev. 06-12); b) the Agreement; c) the Request for Proposals; and) Contractor’s response to the Request for Proposals, including the Best and Final Offer dated April 22, 2019.

3. NOTICES

Any notice under this Agreement shall be in writing and be delivered in person, by public or private mail, by courier service, by certified mail with return receipt requested, or by electronic mail. All notices shall be addressed to the respective parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

If to the District:  Olathe Public Schools USD #233  
Attn.: Scott Carpenter, CPPO  
14160 S. Black Bob Rd.  
Olathe, KS 66062  
Phone: (913) 780-8045  
sacarpenter@olatheschools.org

If to the Contractor:  Johnson County Park and Recreation District  
Attn.: Jill Geller, Executive Director  
6501 Antioch Road  
Merriam, KS 66202-3637  
Phone: (913) 826-6404  
Jill.Geller@jocogov.org

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day e-mail delivery is verified. Actual notice, however and from whomever received, shall always be effective.

4. TERM OF AGREEMENT

The initial term of this agreement shall be three (3) years, beginning on July 1, 2019 and extending through August 1, 2022. The term of this agreement may, upon mutual agreement of both parties, be extended by one (1) year increments for a total of two (2) additional years, provided the Contractor receives notice of each extension at least thirty (30) days prior to the expiration date of such term or extension. During extension periods, all terms and conditions of this Agreement shall remain in effect.

The District reserves the right to suspend this Agreement temporarily with respect to all or any portion of the Premises at any time, upon thirty (30) days' written notice to Contractor, when it is determined by the District that all or any portion of the Premises are needed for school purposes. The District also reserves the right to suspend this Agreement temporarily, without notice, should an emergency exist and the use of the Premises conflicts with the need for an exclusive use thereof by the District for school purposes. In the event of suspension, the rental shall abate.
5. **ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties with respect to the matter addressed herein. No change thereto shall be valid unless communicated in writing in the agreed upon manner and signed by the District and the Contractor.

The effective date of this Agreement is July 1, 2019.

<table>
<thead>
<tr>
<th>Olathe Public Schools USD #233</th>
<th>CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Board of Park and Recreation Commissioners</td>
</tr>
<tr>
<td></td>
<td>Johnson County Park and Recreation District</td>
</tr>
</tbody>
</table>

| By: ___________________________ | By: ___________________________ |
| Name: _________________________ | Name: Steven Baru |
| Title: _________________________ | Title: Board Chair |
| Date: _________________________ | Date: _________________________ |

APPROVED AS TO FORM:

_______________________________________
Fred J. Logan, JCPRD Legal Counsel
CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of July 2019.

1. Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. Disclaimer Of Liability: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.
The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. Acceptance of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. Representative's Authority To Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. Responsibility For Taxes: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. Insurance: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
<table>
<thead>
<tr>
<th>Schedule A</th>
<th>JCPRD Program Sites 2019-2020</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>7:00 am - 8:30 am 3:30 pm - 6:00 pm</td>
</tr>
<tr>
<td><strong>Free/Reduced Program Locations</strong></td>
<td></td>
</tr>
<tr>
<td>Arbor Creek</td>
<td>Cafeteria</td>
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<tr>
<td>Bentwood</td>
<td>Cafeteria</td>
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<tr>
<td>Blackbob</td>
<td>Cafeteria</td>
</tr>
<tr>
<td>Briarwood</td>
<td>Cafeteria</td>
</tr>
<tr>
<td>Brougham</td>
<td>Cafeteria</td>
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<tr>
<td>Canyon Creek</td>
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<td>Central</td>
<td>Cafeteria</td>
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<td>Clearwater Creek</td>
<td>Cafeteria</td>
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<tr>
<td>Countryside</td>
<td>Cafeteria</td>
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<tr>
<td>Forest View</td>
<td>Cafeteria</td>
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<tr>
<td>Green Springs</td>
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<tr>
<td>Heatherstone</td>
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<td>Heritage</td>
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<td>Indian Creek</td>
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<tr>
<td>Madison Place</td>
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<tr>
<td>Mahaffie</td>
<td>Cafeteria</td>
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<tr>
<td>Manchester Park</td>
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<td>Meadow Lane</td>
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<td>Millbrook</td>
<td>Cafeteria</td>
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<td>Pleasant Ridge</td>
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<td>Prairie Center</td>
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<td>Ravenwood</td>
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<td>Walnut Grove</td>
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<td>Washington</td>
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<td>Woodland</td>
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<td><strong>No Care</strong></td>
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<td>Sept. 2</td>
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<td>Nov. 28</td>
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<td>Dec. 24, 25, 31</td>
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<td>Jan. 1, 20</td>
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<td>Feb. 17</td>
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25
## Schedule B
### Facility Usage Rental Fees 2018-2019

<table>
<thead>
<tr>
<th>ITEM</th>
<th>CURRENT FEE</th>
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<tbody>
<tr>
<td><strong>PERSONNEL</strong> – Added to all rental</td>
<td></td>
</tr>
<tr>
<td>Building Supervisors</td>
<td>$14.00 per hr.</td>
</tr>
<tr>
<td>Security</td>
<td>$15.00 per hr.</td>
</tr>
<tr>
<td>Technician/Student Tech</td>
<td>$20.00 per hr./$12.00/hr.</td>
</tr>
<tr>
<td>Weekend Custodians</td>
<td>$25.75 per hr.</td>
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<tr>
<td><strong>BUILDING FEES</strong></td>
<td></td>
</tr>
<tr>
<td>Classrooms</td>
<td>$12.00 per hr.</td>
</tr>
<tr>
<td>Elementary Gyms, MP rooms, &amp; Cafeteria</td>
<td>$15.00 per hr.</td>
</tr>
<tr>
<td>MS Commons &amp; SFT Cafeteria</td>
<td>$20.00 per hr.</td>
</tr>
<tr>
<td>MS Gym</td>
<td>$20.00 per hr.</td>
</tr>
<tr>
<td>MS Auditorium</td>
<td>$20.00 per hr.</td>
</tr>
<tr>
<td>MS Pool</td>
<td>$25.00 per hr.</td>
</tr>
<tr>
<td>HS Small Auditoriums</td>
<td>$25.00 per hr.</td>
</tr>
<tr>
<td>HS Commons</td>
<td>$25.00 per hr.</td>
</tr>
<tr>
<td>HS Gyms</td>
<td>N/A</td>
</tr>
<tr>
<td>HS Flex Theater</td>
<td>$27.00 per hr.</td>
</tr>
<tr>
<td>HS Auditorium</td>
<td>$40.00 per hr.</td>
</tr>
<tr>
<td>HS Turf Fields</td>
<td></td>
</tr>
<tr>
<td>$25.00 per hr. (weekdays)</td>
<td></td>
</tr>
<tr>
<td>$50.00 per hr. (weekends)</td>
<td></td>
</tr>
<tr>
<td>Turf Field Maintenance Fee</td>
<td>$25.00 flat fee</td>
</tr>
<tr>
<td><strong>EQUIPMENT FEES</strong></td>
<td></td>
</tr>
<tr>
<td>Chairs</td>
<td>$.10 per chair per day</td>
</tr>
<tr>
<td>Elementary Scoreboard</td>
<td>$5.00 per hr.</td>
</tr>
<tr>
<td>Middle School Scoreboard</td>
<td>$10.00 per hr.</td>
</tr>
<tr>
<td>Lane Dividers</td>
<td>$5.00 flat fee</td>
</tr>
<tr>
<td>Tables</td>
<td>$1.00 per table per day</td>
</tr>
<tr>
<td>Timing System</td>
<td>$10.00 per hr.</td>
</tr>
<tr>
<td>Volleyball Net</td>
<td>$10.00 flat fee MS</td>
</tr>
<tr>
<td>Soccer Goal Set (High School turf field)</td>
<td>$5.00 flat fee Elem.</td>
</tr>
<tr>
<td>$15.00 flat fee</td>
<td></td>
</tr>
<tr>
<td><strong>High School Turf Field Personnel</strong></td>
<td></td>
</tr>
<tr>
<td>Turf Personnel for high school fields</td>
<td>$26.75 per hr.</td>
</tr>
</tbody>
</table>
ISSUE: Consider approval of the 2019-2020 Shawnee Mission USD #512 School Based Childcare Programs Administration Day Care Providers Lease Agreements (14 agreements).

BACKGROUND: JCPRD has provided Out of School Time care in the Shawnee Mission School District for 23+ years. There are fourteen agreements that outline the parameters to provide this service. The fourteen agreements are identical except for the facility name in each agreement. The individual facilities are as follows: Rhein Benninghoven, Briarwood, Broken Arrow, Brookwood, Corinth, John Diemer, Lenexa Hills, Mill Creek, Oak Park-Carpenter, Rising Star, Rushton, Sunflower, Tomahawk, and Trailwood elementary schools. These agreements are a renewal of previous year’s agreements. Changes to these agreements were to the dates.

ANALYSIS: Renewal of these long-standing agreements is integral to the continued successful operation of the Children’s Services Department and the enterprise fund as a whole. It will allow continued provision of these valuable programs and services to the community, sustain employment of several full-time JCPRD employees who serve as directors of these programs, and provide ongoing revenue to the District.

FUNDING REVIEW: Are there funding implications involved?  □ No  ☑ Yes  If Yes, explain: Participant fees cover all expenses associated with this program.

ALTERNATIVES:

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

If other, explain:

Consequences or additional Information (if any):

LEGAL REVIEW: Is legal counsel review required?  □ No  ☑ Yes  If yes, explain: Contingent upon Legal Counsel’s approval.

SUGGESTED RECOMMENDATION/MOTION:

It was the consensus of the committee to recommend Board consent approval at the Regular Board Meeting on July 24, 2019, of the 2019-2020 Shawnee Mission USD #512 School Based Childcare Programs Administration Day Care Providers Lease Agreements (14 agreements).

SUPPORTING DOCUMENTATION:

• 2019-2020 Shawnee Mission USD #512 School Based Childcare Programs Administration Day Care Providers Lease Agreements (14 agreements).
SCHOOL BASED CHILD CARE PROGRAMS ADMINISTRATION
DAY CARE PROVIDERS LEASE AGREEMENT
SM SCHOOL DISTRICT

This lease agreement is entered into on the date aforesaid by and between Unified School District 512, Johnson County, State of Kansas, hereinafter referred to as “District,” and Johnson County Park and Recreation District whose address is 6501 Antioch, Shawnee Mission, Kansas herein after referred to as “Lessee.”

1. The District leases to the Lessee district identified areas in Rhein Benninghoven Elementary School including reasonable access thereto, between the hours of 7:00 a.m. and terminating no later than 6:00 p.m. on days of when the school is open for classes and when custodians of the District are working a regular schedule.

The District reserves the right to temporarily suspend this lease at any time, upon 30 days notice, when it is determined by the District that use by the Lessee will conflict with scheduled District use of the area, and, without notice, should an emergency exist and should the use of the area conflict with the need for an exclusive use thereof by the District for school purposes. In the event of suspension, the rental shall abate pro rata.

2. The Lessee shall use the area subject to this lease for the purposes of a School Based Child Care Program, and no other.

3. The Lessee shall pay to the District the sum of $7.00 per hour of use for rental of the area. The District reserves the right to increase the per diem rent by an amount equal to the district’s actual increased utility costs and custodial costs, if any, which occur during the term of this lease. The method of determining such increased costs, if any, shall lie within the sound discretion of the District; provided, however, that the Lessee shall only be obligated for the increased costs reasonably attributed to the square footage utilized by the Lessee for the period of actual use.

In the event the Lessee desires to have a telephone installed for the purpose of serving the Lessee’s program, then such telephone may be installed at Lessee’s expense and all subsequent costs or changes therefore shall be paid by the Lessee.

4. The term of this lease shall commence on the 12th day of August 2019 shall continue through and inclusive of the 26th day of May 2020 on which date this lease shall automatically terminate.

The lessee may terminate this lease at any time upon giving the District at least thirty (30) days written notice. The District may terminate this lease at any time, with or without notice, in the event the lessee breaches any of the terms or conditions of this lease or in the event any of the warranties or representations herein made are determined by the District to be false.
5. Lessee warrants, represents and agrees:

(a) It is, and during the term of this lease will continue to be, A Day Care Program, and will furnish to the District whatever evidence is required to support this representation.

(b) It has obtained all necessary permits and licenses for a School Based Child Care Program as required by law or by municipal ordinance and it is fully authorized to provide the services intended, and it will continue to be so licensed and authorized throughout the term of this lease.

(c) It has in full force and effect general liability insurance coverage in the minimum amount of $500,000.00 per occurrence, as evidenced by Policy #ZLP91M7123018PB by Travelers Insurance, a certificate of which is attached hereto; that it will keep and maintain such insurance throughout the terms of this lease and that the District has been, and will continue to be, listed as an additional insured thereon. Lessee will pay the cost of any increase in insurance premiums incurred by the District as the result of the operation of Lessee’s child care program. If the increase applies to more than one child care program and cannot be identified as to the individual child care program, the increase in cost, if any, shall be borne equally with all other child care programs.

(d) It is not the agent of the District and it will not hold itself out as the agent of the District nor as offering a program which has either been approved or is supervised by the District.

(e) It will not use the area subject to this lease, or any other area in the school building, for religious purposes or religious activities during the periods in which this lease is in effect and during the terms of this lease.

(f) It will abide by the laws of the government of the United States and the statutes of the State of Kansas and all rules, regulations and policies adopted by the Board of Education of the District and will conform to such administrative orders as may be from time to time issued by the superintendent of the District or authorized by him/her to be issued on his/her behalf.

(g) The School Based Child Care Program operated by the Lessee shall be available to all school age children residing in the District, whether or not they attend the school in which the program is located.

(h) The Lessee shall make reasonable arrangements to accommodate school age children whose parents cannot reasonable afford the standard cost for care.

6. The District shall not be liable to the Lessee, or to any third party, for any act or failure to act on the part of the Lessee, its agents or employees, and the Lessee specifically agrees to indemnify and save and hold the District free and harmless from any and all losses, damages, costs, expenses and/or judgments arising out of the Lessee’s use of the Premises and that are proximately caused by the negligent or other actionable fault of the Lessee, its officers, agents or employees. In any agreement between the
Lessee and the parent(s) of any child, for the providing of child care service, such agreement shall specifically provide, in a form satisfactory to the District, for a waiver of liability of the District and for indemnification of the District by the parent(s).

7. Lessee shall be liable to the District for any and all damage to any District property which occurs as a result of the occupancy or use of District facilities or property by the Lessee, its agents, employees or pupils and Lessee's liability to the District shall include damage caused by third parties who are occupying or using District facilities or property with the express or implied consent of the Lessee.

Executed this _24_ day of _January_, 2019.

DISTRICT:

UNIFIED SCHOOL DISTRICT 512,
JOHNSON COUNTY, STATE OF KANSAS

By: 
PRESIDENT OF THE BOARD OF EDUCATION

ATTEST:

By: 
CLERK OF THE BOARD OF EDUCATION

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

DATE: _________________ BOARD CHAIR

APPROVED AS TO FORM:

DISTRICT LEGAL COUNSEL
ISSUE: Consider approval of the 2019-2020 Shawnee Mission USD #512 School Based Child Care Programs Administration Day Care Providers Title School Lease Agreements (2 agreements).

BACKGROUND: JCPRD has provided Out of School Time care in the Shawnee Mission School District for 23+ years. There are two agreements that outline the parameters to provide this service. The agreements are identical with the exception for the facility name in each agreement. The two facilities are: Merriam Park and Shawnee elementary schools. The rental fee of $7.00 per hour per area will be waived for the two locations based on the determination that these locations are schools in which 50 percent and above of the student population qualifies for free and reduced lunch. These agreements are renewals of previous year’s agreements. Changes to these agreements were to the dates.

ANALYSIS: Renewal of these long-standing agreements is integral to the continued successful operation of the Children’s Services Department and the enterprise fund as a whole. It will allow continued provision of these valuable programs and services to the community, sustain employment of several full-time JCPRD employees who serve as directors of these programs, and provide ongoing revenue to the District.

FUNDING REVIEW: Are there funding implications involved? ☑ Yes If Yes, explain: Participant fees cover all expenses associated with this program.

ALTERNATIVES:

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

If other, explain:

Consequences or additional Information (if any):

LEGAL REVIEW: Is legal counsel review required? ☐ No ☑ Yes If yes, explain: Contingent upon Legal Counsel’s approval.

SUGGESTED RECOMMENDATION/MOTION:

It was the consensus of the committee to recommend Board consent approval at the Regular Board Meeting on July 24, 2019, of the 2019-2020 Shawnee Mission USD #512 School Based Child Care Programs Administration Day Care Providers Title School Lease Agreements (2 agreements).

SUPPORTING DOCUMENTATION:

- 2019-2020 Shawnee Mission USD #512 School Based Child Care Programs Administration Day Care Providers Title School Lease Agreements (2 agreements).
SCHOOL BASED CHILD CARE PROGRAMS ADMINISTRATION
DAY CARE PROVIDERS LEASE AGREEMENT
SM SCHOOL DISTRICT

This lease agreement is entered into on the date aforesaid by and between Unified School District 512, Johnson County, State of Kansas, hereinafter referred to as “District,” and Johnson County Park and Recreation District whose address is 6501 Antioch, Shawnee Mission, Kansas herein after referred to as “Lessee.”

1. The District leases to the Lessee district identified areas in Merriam Park Elementary School including reasonable access thereto, between the hours of 7:00 a.m. and terminating no later than 6:00 p.m., on days of when the school is open for classes and when custodians of the District are working a regular schedule.

The District reserves the right to temporarily suspend this lease at any time, upon 30 days notice, when it is determined by the District that use by the Lessee will conflict with scheduled District use of the area, and, without notice, should an emergency exist and should the use of the area conflict with the need for an exclusive use thereof by the District for school purposes. In the event of suspension, the rental shall abate pro rata.

2. The lessee shall use the area subject to this lease for the purposes of a School Based Child Care Program, and no other.

3. The rental fee of $7.00 per hour per area will be waived for this location based on economic qualification criteria. The Lessee agrees to adjust their fees accordingly in order to provide cost savings to parents participating in the program.

In the event the Lessee desires to have a telephone installed for the purpose of serving the Lessee’s program, then such telephone may be installed at Lessee’s expense and all subsequent costs or changes therefore shall be paid by the Lessee.

4. The District reserves the right to increase the per diem rent by an amount equal to the district’s actual increased utility costs and custodial costs, if any, which occur during the term of this lease. The method of determining such increased costs, if any, shall lie within the sound discretion of the District; provided, however, that the Lessee shall only be obligated for the increased costs reasonably attributed to the square footage utilized by the Lessee for the period of actual use.

In the event the Lessee desires to have a telephone installed for the purpose of serving the Lessee’s program, then such telephone may be installed at Lessee’s expense and all subsequent costs or changes therefore shall be paid by the Lessee.

5. The term of this lease shall commence on the 12th day of August 2019 and shall continue through and inclusive of the 26th day of May 2020 on which date this lease shall automatically terminate.

The lessee may terminate this lease at any time upon giving the District at least thirty (30) days written notice. The District may terminate this lease at any time, with or without notice, in the event the lessee breaches any of the terms or conditions of this
lease or in the event any of the warranties or representations herein made are determined by the District to be false.

6. Lessee warrants, represents and agrees:

   (a) It is, and during the term of this lease will continue to be, a Day Care Program, and will furnish to the District whatever evidence is required to support this representation.

   (b) It has obtained all necessary permits and licenses for a School Based Child Care Program as required by law or by municipal ordinance and it is fully authorized to provide the services intended, and it will continue to be so licensed and authorized throughout the term of this lease.

   (c) It has in full force and effect general liability insurance coverage in the minimum amount of $500,000.00 per occurrence, as evidenced by Policy #ZLP91M7123018PB by Travelers Insurance, a certificate of which is attached hereto; that it will keep and maintain such insurance throughout the terms of this lease and that the District has been, and will continue to be, listed as an additional insured thereon. Lessee will pay the cost of any increase in insurance premiums incurred by the District as the result of the operation of Lessee’s child care program. If the increase applies to more than one child care program and cannot be identified as to the individual child care program, the increase in cost, if any, shall be borne equally with all other child care programs.

   (d) It is not the agent of the District and it will not hold itself out as the agent of the District nor as offering a program which has either been approved or is supervised by the District.

   (e) It will not use the area subject to this lease, or any other area in the school building, for religious purposes or religious activities during the periods in which this lease is in effect and during the terms of this lease.

   (f) It will abide by the laws of the government of the United States and the statutes of the State of Kansas and all rules, regulations and policies adopted by the Board of Education of the District and will conform to such administrative orders as may be from time to time issued by the superintendent of the District or authorized by him/her to be issued on his/her behalf.

   (g) The School Based Child Care Program operated by the Lessee shall be available to all school age children residing in the District, whether or not they attend the school in which the program is located.

   (h) The Lessee shall make reasonable arrangements to accommodate school age children whose parents cannot reasonable afford the standard cost for care.

7. The District shall not be liable to the Lessee, or to any third party, for any act or failure to act on the part of the Lessee, its agents or employees, and the Lessee specifically agrees to indemnify and save and hold the District free and harmless from
any and all losses, damages, costs, expenses and/or judgments arising out of the Lessee’s use of the Premises and that are proximately caused by the negligent or other actionable fault of the Lessee, its officers, agents or employees. In any agreement between the Lessee and the parent(s) of any child, for the providing of child care service, such agreement shall specifically provide, in a form satisfactory to the District, for a waiver of liability of the District and for indemnification of the District by the parent(s).

8. Lessee shall be liable to the District for any and all damage to any District property which occurs as a result of the occupancy or use of District facilities or property by the Lessee, its agents, employees or pupils and Lessee’s liability to the District shall include damage caused by third parties who are occupying or using District facilities or property with the express or implied consent of the Lessee.

Executed this __ day of __________, 2019.

DISTRICT:

UNIFIED SCHOOL DISTRICT 512,
JOHNSON COUNTY, STATE OF KANSAS

By: ____________________________

PRESIDENT OF THE BOARD OF EDUCATION

ATTEST:

By: ____________________________

CLERK OF THE BOARD OF EDUCATION

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

DATE: ____________________________

BOARD CHAIR

APPROVED AS TO FORM:

DISTRICT LEGAL COUNSEL