

**2022 JOHNSON COUNTY PARK AND RECREATION DISTRICT
BLAZERS SWIM TEAM POOL RENTAL AGREEMENT**

This Agreement is made this _____ day of _____, 2022, by and between the CITY OF LENEXA, KANSAS ["the City"] a Kansas municipal corporation and the JOHNSON COUNTY PARK AND RECREATION DISTRICT ["the District"].

WHEREAS, the District, on behalf of the Kansas City Blazers ["the Blazers"], wishes to form a cooperative agreement with the City for the use of its pools for the 2022 summer swim season (May-August); and

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

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

- 1. The Blazers may utilize (1) Ad Astra pool at 8265 Maurer Road, Lenexa, Kansas and (2) Indian Trails pool at 8801 Greenway, Lenexa, Kansas, for swim team practices during specified periods as mutually determined in advance by the City staff and Blazers staff. In the event that a dispute arises as to the specific dates and times of use by the Blazers, the Parties agree that the final determination of such use rests solely with the City.
- 2. The District will pay to the City the following per day fees for the Blazers’ use of the City's pools as set forth herein. The Parties acknowledge these rates are based upon and include a maximum per day usage of 2.5 hours/day for Ad Astra pool and 2.5 hours/day for Indian Trails pool; however, these daily fees shall not be prorated.

	<u>Ad Astra Pool</u>	<u>Indian Trails Pool</u>
2022:	\$143.50	\$143.50

The City will invoice the District for the Blazers’ pool usage at the end of each month at the daily rates listed above. Payment shall be due within 30 days from the date of each invoice. To avoid the daily fee, the City requires a minimum of 24 hours written notice of cancellation to the City’s point of contact, should the Blazers not need use of a facility.

- 3. The Blazers will provide their own supervision during all their swim team practices. This must include at least one certified USA Swimming Coach who has a current Safety Training for Swim Coaches certification and current CPR certification from a nationally recognized agency on deck during all practice days and times. The Blazers staff will immediately notify the City staff of any damages to City property or any injuries to persons while the pools are under the supervision of the Blazers staff.

4. The City will provide one pool supervisor and one lifeguard during all Blazers swim team practices. In addition, City will provide clean up personnel, toilet paper, trash bags, water, and chemicals. City will provide lane lines at Ad Astra Pool; lane lines will not be provided at Indian Trails Pool. As space allows in the City's sole discretion, City will provide space at both Ad Astra and Indian Trails pools for the storage of Blazers equipment. The District agrees that any on-site storage is at its own risk and liability, and hereby releases and holds harmless the City for any damages, theft or loss of any kind to Blazers property stored on City property.
5. The District shall secure and maintain throughout the term of this Agreement insurance of such types and minimum amounts as described herein.
 - 5.1 Worker's compensation insurance in an amount satisfying applicable laws, and employers' liability insurance in an amount not less than \$500,000 per occurrence;
 - 5.2 Comprehensive general liability insurance, including products, completed operations liability, personal and advertising injury liability, and contractual liability with a minimum combined single limit of \$500,000 per occurrence; and
 - 5.3 Commercial automobile liability insurance with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage.

The District will name City as an additional insured on all insurance policies required under this section. The District shall provide the City with proof of the acquisition of all of the insurance coverages required hereunder in the form of one or more Certificates of Insurance within five (5) business days of the date of this Agreement and upon request.

These insurance policies shall be primary and non-contributing with respect to any other insurance or self-insurance that may be maintained by the City. These policies shall include a waiver of subrogation regarding the City. The District shall cause its insurers to issue Certificates of Insurance evidencing that the coverages and policy endorsements required under this Agreement are maintained in force and that not less than thirty (30) days' written notice shall be given to the City prior to any material modification, cancellation or non-renewal of the policies. The insurers selected by the District shall have an A.M. Best rating of A or better with a financial size category of at least Class VIII. The insurance shall be written by an insurance company authorized to do business in Kansas. The District shall assure that its subcontractors, if any, maintain insurance coverages as specified above, or are endorsed as additional insureds on all required District coverages.

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

It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurrent or contributory or comparative fault or negligence of City or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any third party's joint, concurrent or contributory or comparative fault or negligence as either passive or active in

nature; provided, however, that District's obligation hereunder shall not include amounts attributable to the fault or negligence of City or any third party for whom District is not responsible.

7. Either party may terminate this Agreement for cause or convenience with thirty (30) days written notice to:

Lenexa Parks & Recreation Director 17201 W 87 th St Pkwy, Lenexa, KS 66219	Johnson County Park and Recreation District Superintendent of Recreation 6501 Antioch Road Merriam, KS 66202	K.C. Blazers Manager 6501 Antioch Road Merriam, KS 66202
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8. Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.
9. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed upon by the parties.
10. The parties represent that the individual executing this Agreement on behalf of the entity has the authority to bind the entity and agree to the terms contained herein.
11. The validity, interpretation and construction of this Agreement shall be governed solely by the laws of the State of Kansas.
12. This Agreement shall not be assigned or transferred by the District or the Blazers without the prior written consent of the City.

[Signatures Follow.]

THE CITY OF LENEXA, KANSAS

**JOHNSON COUNTY PARK
AND RECREATION DISTRICT**

By: _____
Logan Wagler
Parks and Recreation Director

By: _____

Title: _____

APPROVED AS TO FORM:

Printed
Name: _____

Alexander J. Aggen
Assistant City Attorney

APPROVED AS TO FORM:

Fred J. Logan, Jr.
JCPRD Legal Counsel