

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2014, by and between SEDGWICK COUNTY, KANSAS, ("County") and USA Triathlon ("Promoter").

WITNESSETH:

WHEREAS, the Promoter has requested controlled access to certain portions of County roadways for the purpose of hosting the Mudwater Triathlon and Duathlon on Sunday, June 29, 2014; and

WHEREAS, County finds that such request serves the public purpose of supporting a community event open to all citizens; and

WHEREAS, the parties hereto desire to document the understanding that has been reached between them for the provision of such controlled access to County roadways.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree to be bound by this Agreement as follows:

SECTION 1. USE GRANTED. County does hereby grant to Promoter controlled access to the following roadways controlled and maintained by County for the purpose of hosting the Mudwater Triathlon and Duathlon on Sunday, June 29, 2014 from 7:00 a.m. to 11:00 a.m. as necessary for the Triathlon and Duathlon activities:

For the Olympic Triathlon Bike Course (Exhibit A):

- a. Lake Afton Road and West Park Entrance north to West Shore Drive;
- b. West Shore Drive north to MacArthur Road;
- c. MacArthur Road west to 391st Street West;
- d. 391st Street West north to 15th Street South;
- e. 15th Street South east to 263rd Street South (excluding the city limits of Garden Plain);
- f. 263rd Street South south to MacArthur Road;
- g. MacArthur Road east to West Shore Drive;
- h. West Shore Drive south to Lake Afton Road and West Park Entrance.

For the Sprint Triathlon & Duathlon Bike Course (Exhibit B):

- a. Lake Afton Road and West Park Entrance north to West Shore Drive;
- b. West Shore Drive north to MacArthur Road;
- c. MacArthur Road west to 359th Street West;
- d. Turnabout at 359th Street West and head east on MacArthur Road to West Shore Drive;
- e. West Shore Drive south to Lake Afton Road and West Park Entrance.

Said triathlon and duathlon routes are also set forth on the maps which are attached hereto and incorporated herein as Exhibit A and Exhibit B.

For purposes of this agreement, 'controlled access' is defined as the non-exclusive use of public roadways to the extent that the use does not conflict with public safety as determined by the Sedgwick County Sheriff. Promoter agrees to coordinate with the Sheriff's Office with regard to traffic control upon the County roadways used for such purpose.

SECTION 2. DAMAGES/INDEMNIFICATION. Subject to the limitations of the Kansas Tort Claims Act, Promoter agrees to indemnify and hold harmless County, its agents, servants, employees or invitees, from and against any and all claims of every kind or character (including, but not limited to, attorneys' fees) for injuries to persons and/or property damage arising out of or in connection with the use and occupancy of said land, and not caused by County negligence.

SECTION 3. NOTICE OF CLAIM. Each party shall give to the other party notice of any claim made or litigation instituted, which directly or indirectly, contingently, or otherwise in any way affects or might affect them or either of them. Each party shall have the right to compromise and participate in the defense of the same to the extent of its own interests.

SECTION 4. INSURANCE. Promoter shall carry and maintain general liability insurance against damage caused by its members, agents, servants, employees, guests, invitees and participants in the event throughout the term of this agreement in the amount of not less than \$500,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Promoter **shall provide a Certificate of Insurance naming "Board of County Commissioners of Sedgwick County, Kansas, and its officers, employees and agents" as additional insureds and shall submit such certificate to the Office of the County Counselor no later than thirty (30) days prior to the first date of use authorized by this Agreement.** It is an affirmative obligation on Promoter to advise County's Risk Manager via fax (316/660-9682) or email (mmcbride@sedgwick.gov) within ten (10) calendar days of the cancellation or substantive change of any insurance policy required herein. Failure to give such notice shall be construed to be a breach of this Agreement. Further, failure to maintain insurance coverage in the minimum amount specified above and/or failure to provide a certificate evidencing such coverage shall each be considered a breach of this Agreement. **Breach of this Agreement as set out in this section will result in cancellation of Promoter's event.**

SECTION 5. RESTORATION OF PREMISES. Promoter shall be responsible for the removal of all equipment, trash, debris, or other material of any kind or nature whatsoever that is discarded on County roadways by any of its members, agents, servants, employees, guests, invitees, and participants.

SECTION 6. DISCRIMINATION PROHIBITED. Promoter will not on the grounds of race, color, sex, religion, physical handicap, national origin or ancestry discriminate or permit discrimination against any person or group of persons in any manner prohibited by law.

SECTION 7. NOTICE. For purposes of this agreement, written notice shall be sent to:

Promoter: Kansas River Valley Triathlon Club, an official club of
USA Triathlon
Alan Farrington, Race Director
121 S. Bay Country
Wichita, KS 67235

County: Sedgwick County Counselor
525 N. Main, Suite 359
Wichita, KS 67203

SECTION 8. CANCELLATION. This agreement may be canceled and terminated at any time by mutual agreement, or by either party upon giving thirty (30) days notice of the cancellation to the other party.

SECTION 9. MODIFICATION. This agreement may be modified, changed, or amended only as may be mutually agreed in writing between County and Promoter.

SECTION 10. AUTHORITY TO CONTRACT. The parties each represent to the other that they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this agreement, and no approvals or consents of any persons other than the parties hereto are necessary in connection with it. The execution and delivery of this agreement by the signatories below has been duly authorized by the respective boards authorizing bodies.

SECTION 11. ASSIGNMENT. It is understood and agreed that Promoter shall not sell, assign or transfer any of its rights or privileges granted hereunder without the prior written consent of County.

SECTION 12. TERMINATION. In addition to the provisions outlined in paragraph 13 below, this Agreement may be terminated in whole or in part by either party without cause, upon thirty (30) days written notice, stating the effective date of the termination. A partial termination shall also be specified in writing by the terminating party and shall not be effective unless and until the other party has given its written assent thereto.

SECTION 13. DEFAULT. In the event that Promoter shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Promoter shall violate any of the terms, covenants, conditions or stipulations of this Agreement or any appendices, exhibits or amendments hereto, if any, County shall thereupon have the right, at its option, to declare the existence of an event of default and terminate this Agreement by promptly giving written notice to Promoter, specifying the reasons for the termination and the effective date thereof.

Notwithstanding the above, Promoter shall not be relieved of liability to County by virtue of any breach of this Agreement by Promoter.

SECTION 14. WAIVER OF BREACH. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach by any party.

SECTION 15. BINDING EFFECT. The terms, provisions, covenants and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective successors in interest, legal representatives, heirs, executors and administrators, except as otherwise herein expressly provided.

SECTION 16. INVALIDITY OF PART. The invalidity, unenforceability, or illegality of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

SECTION 17. COMPLIANCE WITH LAWS AND REGULATIONS. Promoter shall comply with all applicable federal, state and local laws and regulations in fulfilling this Agreement, regardless of whether those laws and regulations are referenced herein.

SECTION 18. CONTROLLING LAW. This Agreement and the terms thereof shall be construed according to the laws of the State of Kansas.

SECTION 19. ENTIRE AGREEMENT. It is understood that this agreement supersedes and cancels any and all prior existing arrangements between the parties hereto and their predecessors concerning the uses provided for herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by signature of their duly authorized officers the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

ATTEST:

KELLY B. ARNOLD
County Clerk

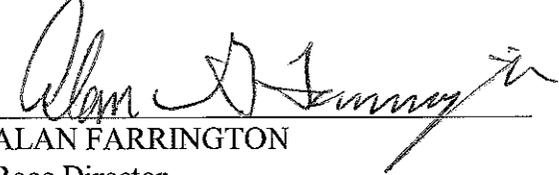
DAVID M. UNRUH, Chairman
Commissioner, First District

APPROVED AS TO FORM ONLY:



MICHAEL D. PEPOON
Assistant County Counselor

USA TRIATHLON

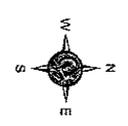


ALAN FARRINGTON
Race Director
Kansas River Valley Triathlon Club

**2014
Mudwater Triathlon
& Duathlon**

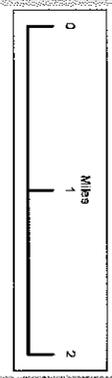
**Olympic
Triathlon
Bike Course**

Sedgwick County, Kansas



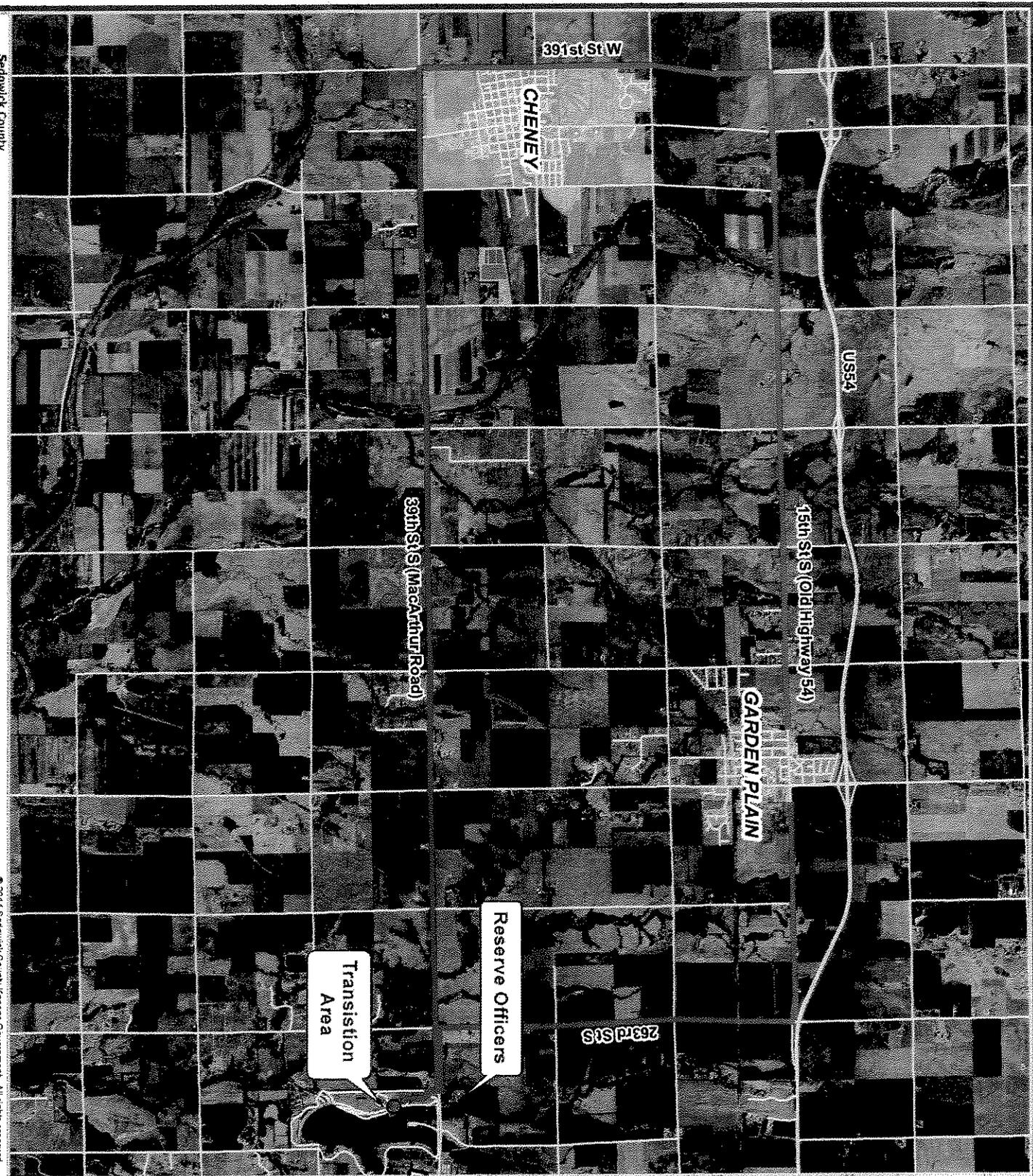
Legend
BikeRoute

Exhibit A



DATE: 6/29/2014

It is understood that the Sedgwick County GIS Division of Information and Operations has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.
The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information of the GIS display.



2014

Mudwater Triathlon & Duathlon

Sprint Triathlon & Duathlon Bike Course

Sedgwick County, Kansas



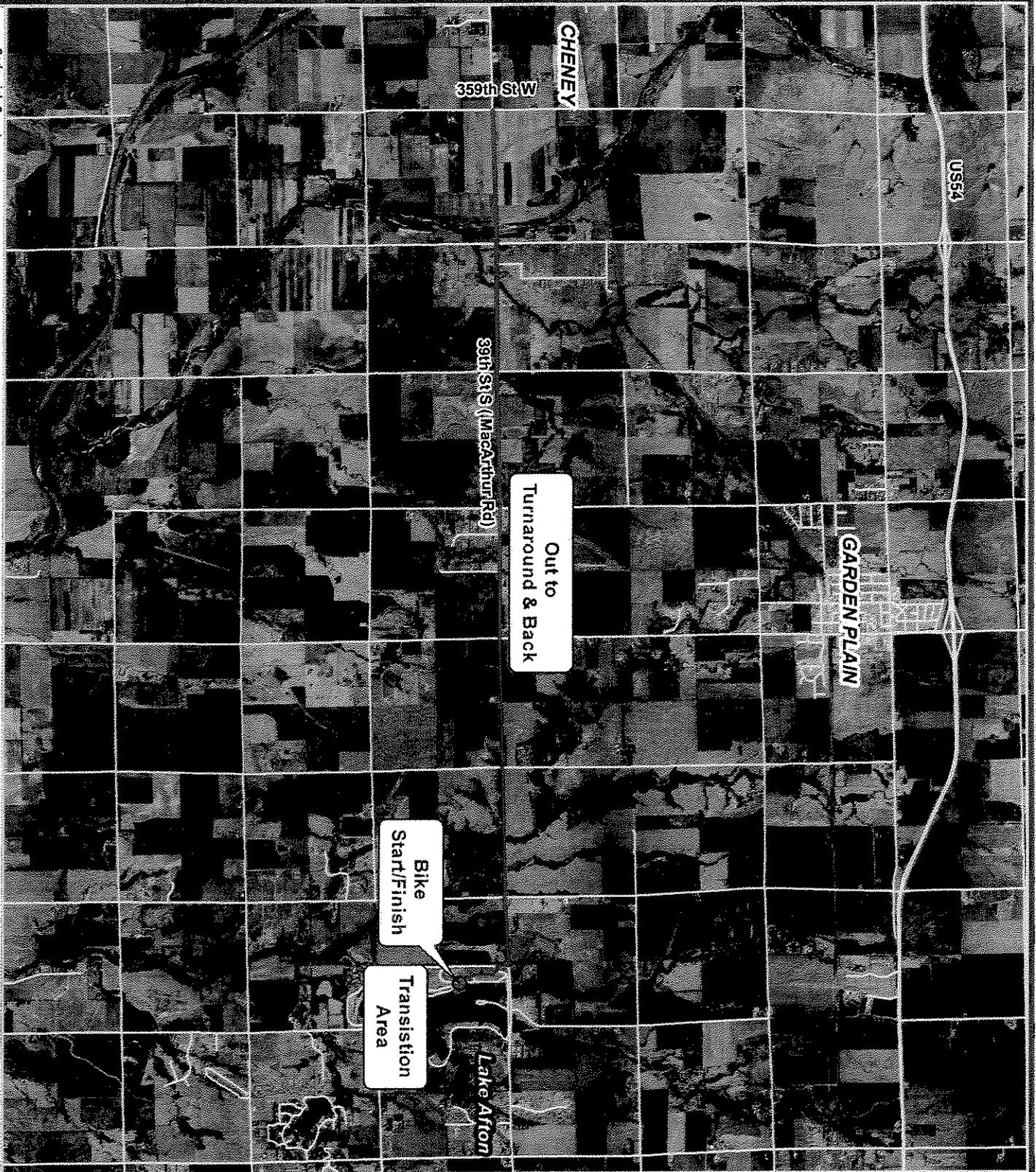
Legend

— Sprint Bike Route

Exhibit B



DATE: 6/29/2014



It is understood that the Sedgwick County GIS Division of Information and Operations has no jurisdiction or liability to believe that there are inaccuracies in information incorporated in the base map.
The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information of the data displayed.

CERTIFICATE OF INSURANCE

DATE: 3/31/2014

CERTIFICATE NUMBER: 20140331240892

AGENCY:

ESIX Entertainment & Sports Insurance eXperts
5660 New Northside Drive, Suite 640
Atlanta, GA 30328
Phone: (678) 324-3300 Fax: (678) 324-3303

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

NAMED INSURED:

USA Triathlon of Colorado
5825 Delmonico Drive
Colorado Springs CO 80919-2401

Alan Farrington

INSURERS AFFORDING COVERAGE:

INSURER A: AXIS Insurance Company (NAIC# 37273)

EVENT INFORMATION:

Mudwater Triathlon & Duathlon (6/29/2014 - 6/29/2014)

POLICY/COVERAGE INFORMATION:

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS TYPE OF INSURANCE:

POLICY NUMBER(S): EFFECTIVE: EXPIRES: LIMITS:

A GENERAL LIABILITY

INS TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
<input checked="" type="checkbox"/> Occurrence	AXGL06100260-13	12/1/2013 12:01 AM	12/1/2014 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$2,000,000
<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$1,000,000
				DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
				MEDICAL EXPENSE (Any one person) EXCLUDED
				PERSONAL & ADV INJURY \$1,000,000
				PRODUCTS-COMP/OP AGG \$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

The certificate holder is an additional insured, as required by written contract or written agreement, but only for liability arising out of the negligence of the named insured, but only with respect to the USAT sanctioned or approved event specified on this certificate.

CERTIFICATE HOLDER:

Board of County Commissioners of Sedgwick County, Kansas, and its officers,
employees and agents.
525 N Main, Suite 359
Wichita KS 67203

NOTICE OF CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE:

