

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2011, by and between SEDGWICK COUNTY, KANSAS, ("County") and The Young Men's Christian Association of Wichita, Kansas, Inc. ("Promoter").

WITNESSETH:

WHEREAS, the Promoter has requested controlled access to certain portions of County roadways for the purpose of sponsoring a Triathlon on Sunday, September 18, 2011;

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 a Triathlon on Sunday, September 18, 2011 from 7:00 a.m. to 10:00 a.m. as necessary for the triathlon activities:

- a. 21st St. North between 215th St. West and 135th St. West;
- b. 215th St. West between 21st St. North and 29th St. North;
- c. 29th St. North between 215th St. West and 151st St. West;
- d. 151st St. West between 29th St. North and 21st St. North;
- e. 135th St. West between 29th St. North and 21st St. North.

Said triathlon route is also set forth on the map attached hereto and incorporated herein as Exhibit A.

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 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. Promoter 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 Sedgwick County Counselor's Office for approval not later than ten (10) days prior to the date of use authorized by this agreement. Said Certificate shall also contain a clause granting a minimum of ten (10) calendar days prior notice to County before any material change or cancellation of insurance is effective. Failure to maintain insurance in the minimum amount specified above and/or failure to provide a certificate evidencing such coverage will be considered a material breach of this agreement.

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: Dennis Schoenebeck, General Executive
The Young Men's Christian Association of Wichita, Kansas, Inc.
3330 N. Woodlawn
Wichita, KS 67220

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 parties have been duly authorized by their respective boards of directors or commissioners.

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.

Commissioners present and voting were:

DAVID M. UNRUH	_____
TIM R. NORTON	_____
KARL PETERJOHN	_____
RICHARD RANZAU	_____
JAMES B. SKELTON	_____

Dated this _____ day of _____, 2011.


BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

ATTEST:

KELLY B. ARNOLD, County Clerk

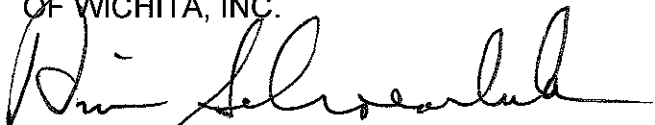
DAVID M. UNRUH, Chairman
Commissioner, First District

APPROVED AS TO FORM:



Karen L. Powell
Assistant County Counselor

YOUNG MEN'S CHRISTIAN ASSOCIATION
OF WICHITA, INC.



DENNIS SCHOENBECK
General Executive

YMCA TRIATHLON

Sedgwick County, Kansas

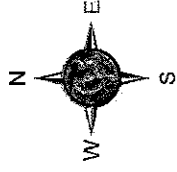


Exhibit A

Date: 9/18/11

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 or the data displayed.



Client#: 8665

YOUNMEN

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/23/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement.

PRODUCER
IMA of Kansas, Inc. (Wichita)
PO Box 2992
Wichita, KS 67201
316 267-9221

RECEIVED
DEC 27 2010

CONTACT NAME:
PHONE (A/C, No, Ext): 316 267-9221 FAX (A/C, No): 316-266-6254
E-MAIL
ADDRESS:
PRODUCER
CUSTOMER ID #:

INSURED
Young Men's Christian Association
of Wichita Kansas
3330 N Woodlawn
Wichita, KS 67220

RECEIVED
AUG 15 2011

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A : New Hampshire Insurance Company 23841
INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL BUFR NSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		01LX0039806508	01/01/2011	01/01/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		01LX0039806508	01/01/2011	01/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		01UD0000349396	01/01/2011	01/01/2012	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Named insured includes Young Mens Christian Association of Wichita Kansas; Downtown Y's Men's Club; East Side Y's Men's Club; West Branch Y's Men's Club; South Branch Y's Men's Club; Camp Hyde Inc.;
(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

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

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
David R Hamilton

DESCRIPTIONS (Continued from Page 1)

North Branch Y's Men's Club; YMCA Foundation; Farha Sports Center; Andover YMCA

The Board of County Commissioners of Sedgwick County Kansas, and its officers, employees and agents are included as Additional Insureds on the General Liability and Automobile Liability policies if required by written contract, agreement or permit in accordance with all of the terms, conditions and limitations of the policy and then with respect to liability caused by the negligent acts or omissions of the Named Insured.