

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2011, by and between SEDGWICK COUNTY, KANSAS, hereinafter referred to as "County" and the OAKLAWN IMPROVEMENT DISTRICT, hereinafter referred to as "Oaklawn."

WITNESSETH:

WHEREAS, Oaklawn has requested controlled access to a certain roadway controlled and maintained by County for the purpose of hosting certain events in conjunction with the Oaklawn/Sunview Block Party Parade, September 17, 2011; 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 a County roadway. ✓

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 Oaklawn controlled access to the following roadways controlled and maintained by County for the purpose of hosting certain events in conjunction with the Oaklawn/Sunview Block Party Parade on September 17, 2011, from 10:00 a.m. to 11:00 a.m., as necessary for parade activities:

- a. Willow Way between Juniper Street and Brookhaven.
- b. Brookhaven, between Willow Way and Chestnut.
- c. Chestnut, between Brookhaven and Juniper.
- d. Chestnut Drive, between Juniper and 47th Street South.
- e. Crossing 47th Street South.
- f. Cedardale Avenue, between 47th Street South and Fairhaven Drive.
- g. Fairhaven Drive, between Cedardale Avenue and Meadowview Avenue.
- h. Meadowview Avenue, between Fairhaven Drive and Oaklawn Drive.
- i. Oaklawn Drive, between Meadowview Avenue and Cedardale Avenue.

Oaklawn agrees to coordinate with the Sedgwick County Sheriff's Reserve with regard to traffic control upon County roadways used for such purpose. A map of the parade route is attached hereto as Exhibit A.

SECTION 2. DAMAGES/INDEMNIFICATION. Subject to the limitations of the Kansas Tort Claims Act, Oaklawn 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's 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. Oaklawn 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. **Oaklawn 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 first 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. Oaklawn 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. Oaklawn 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, notice shall be sent to:

OAKLAWN: Don Winton, President
2937 Oaklawn Drive
Wichita, KS 67216
(316) 524-0281

County: Sedgwick County Counselor
525 N. Main, Suite 359
Wichita, KS 67203
(316) 660-9340

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 Oaklawn.

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 Oaklawn 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 Oaklawn shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Oaklawn 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 Oaklawn, specifying the reasons for the termination and the effective date thereof.

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

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. Oaklawn 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 arrangement 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
SEDGWICK COUNTY, KANSAS

ATTEST:

DAVID M. UNRUH, Chairman
Commissioner, First District

KELLY B. ARNOLD, County Clerk

APPROVED AS TO FORM ONLY:

OAKLAWN IMPROVEMENT DISTRICT



KAREN L. POWELL
Assistant County Counselor



DON WINTON, President

May 26 2011 18:29:39 CD Cont#: 26886

MSG# 6986326-0001

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/25/2011

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(s).

PRODUCER Willis of Greater Kansas, Inc. P.O. Box 206 Wichita, KS 67201 316 263-3211

RECEIVED AUG 15 2011

CONTACT NAME: Virginia Hoffman PHONE (A/C No, Ext): 316 263-3211 FAX (A/C, No): 316-263-6995 E-MAIL ADDRESS: virginia.hoffman@willis.com

INSURER(S) AFFORDING COVERAGE INSURER A: The Travelers Indemnity Company NAIC #: 25658

INSURED Oaklawn Improvement District 2937 Oaklawn Dr. Wichita, KS 67216

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for General Liability, Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Fall Festival - Annual Event. The Sedgwick County Board of County Commissioners of Sedgwick County, Kansas, and its officers, employees and agents are additional insured's with respect to the coverage above.

CERTIFICATE HOLDER CANCELLATION

Board of County Commissioners of Sedgwick County, Kansas 525 N. Main, Ste. 359 Wichita, KS 67202

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 [Signature]