

RESOLUTION No. ____

RESOLUTION DESIGNATING THE DIRECTOR OF THE KANSAS PAVILIONS AS CONTRACTING AGENT FOR NEGOTIATING AND ENTERING INTO EQUIPMENT RENTAL AGREEMENTS AND ESTABLISHING GUIDELINES RELATING TO SUCH AGREEMENTS

WHEREAS, Sedgwick County, Kansas (“County”) is a duly organized County within the State of Kansas and has the power and authority to adopt and enforce the terms, conditions, and regulations established herein pursuant to the provisions of K.S.A. 19-101a et seq. and K.S.A. 19-101;

WHEREAS, on February 1, 1989, the County adopted Resolution No. 29-1989 establishing rules, regulations and guidelines for entering into agreements for events at the Kansas Coliseum and designating the Director of the Kansas Coliseum (“Director”) as the contracting agent for events at the Kansas Coliseum;

WHEREAS, the County now wishes to additionally delegate to the Director the authority to enter into agreements, pursuant to the terms and conditions herein, for rental of certain specialized county equipment to others when the equipment is not otherwise being used for events at the Kansas Coliseum;

WHEREAS, the County finds a public purpose in providing rental of the equipment; and

WHEREAS, the “Kansas Coliseum” is now known as the “Kansas Pavilions.”

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS as follows.

Section I. The Director or his designee is designated as contracting agent for entering into agreements for rental of certain specialized county equipment located at and used by the Kansas Pavilions. Said equipment includes, but is not limited to: bleachers; risers; dirt; stall panels; livestock fencing and gates. Director is further given full authority to enter into said agreements under the terms and conditions as herein set forth.

- A. Such agreements shall be based on a standard agreement form which is attached hereto and incorporated herein as Exhibit A. Agreements entered into pursuant to the authority and procedures established herein which are in substantial compliance with Exhibit A may be executed by the Director without further review other than as set forth herein.

- B. At the beginning of each calendar year, the Director shall establish minimum rates for use of the equipment based on the fair market value for the rental. Said rates shall be presented to the Board of County Commissioners (“Board”) for final

approval. Rates previously established by the Board shall remain in effect until new rates are presented to the Board.

- C. The Director may negotiate rates that deviate from the minimum rates established by the Board and/or vary terms and conditions from Exhibit A when such agreements are in the best interests of Sedgwick County and the Kansas Pavilions.
- D. All such agreements are subject to final review and approval by the Sedgwick County Counselor or his designee.

Section II. Allowing rental of said equipment at fair market value serves a public purpose.

Section III. If any provision or section of this resolution is deemed or ruled unconstitutional or otherwise illegal or invalid by any court of competent jurisdiction, such illegality or invalidity shall not affect any other provision of this resolution. This resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section IV. This resolution shall become effective upon passage.

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

TIM R. NORTON, Chair Pro Tem
Commissioner, Second District

KARL PETERJOHN
Commissioner, Third District

APPROVED AS TO FORM:



KAREN L. POWELL
Assistant County Counselor

RICHARD RANZAU
Commissioner, Fourth District

JAMES B. SKELTON
Commissioner, Fifth District

RENTAL AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, _____, by and between Sedgwick County, Kansas, ("County") and _____, [*Name of company or individual*] hereinafter referred to as "Lessee".

WHEREAS, Sedgwick County, Kansas has designated the Director of the Kansas Pavilions as its contracting agent for purposes of making certain county equipment available for rent;

WHEREAS, Lessee desires the use on _____ [*date of first use*] through _____ [*last date of use*] of _____ [*description of equipment*] which is owned by the County;

WHEREAS, said equipment is available for rental at a rate consistent with the local market; and

WHEREAS, rental of said equipment to Lessee serves a public purpose.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the Parties hereto agree as follows:

1. PURPOSE. The purpose of this Agreement is solely to provide for rental of certain county equipment to Lessee. County shall make available to Lessee _____ [*description of equipment*] on or about _____ [*first date of use*] for Lessee's use through _____ [*last date of use*]. Lessee shall be responsible for acquiring possession of, transporting, assembling, disassembling, and returning the equipment to County at no cost to County.

2. RETURN; DAMAGE. At the conclusion of the use permitted herein, the Lessee shall cause the equipment to be returned forthwith to the County on or before _____ [*date of return of equipment*]. Said equipment shall be returned in substantially the same condition as it was at the time the equipment was acquired by the Lessee. In case of loss or contamination, Lessee agrees to forthwith indemnify County for any and all loss or contamination, with the exception of normal wear and tear.

3. PAYMENT. Lessee agrees to pay to County _____, [*minimum rate established by Board or rate which is in best interests of County and Pavilions*] plus applicable sales tax for a total amount of \$ _____. Payment is to be made prior to Lessee's acquisition of the equipment from County.

4. COUNTY CONTACT PERSON. All arrangements including pick up and return of said equipment shall be coordinated in a manner acceptable to the Kansas Pavilions Director.

5. INSURANCE REQUIREMENTS. Lessee shall provide County with a Certificate of Insurance evidencing property coverage in the amount of no less than \$ _____ [*approximate replacement cost of equipment*] for any damage to or loss of the equipment caused by theft, standard perils, loading and unloading and/or transit. Additionally, said certificate shall evidence coverage for any and all loss, harm or injury caused by Lessee, its members, agents, servants, employees, guests, invitees, and/or event participants. Such Certificate of Insurance shall name "Board of County Commissioners of Sedgwick County, Kansas, the Kansas Pavilions, and their officers, employees and agents" as additional insureds and shall be in the amount of \$500,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage. **Said Certificate shall be submitted to the Kansas Pavilions, 1229 E. 85th Street North, Valley Center, Kansas 67147 for approval NO LATER THAN TWO (2) WEEKS prior to the date the Lessee acquires possession of the equipment.** 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 submit an insurance certificate acceptable to County shall be grounds for immediate termination of this Agreement.**

6. INDEMNIFICATION. To the extent allowed by law, Lessee (including but not limited to the individual signing this Rental Agreement on behalf of Lessee), waives any claim against Sedgwick County and Kansas Pavilions, their agents, servants, employees, and agrees to indemnify and hold harmless Sedgwick County and Kansas Pavilions, their agents, servants, employees, from and against any and all claims of every kind or character for injuries and/or damages to persons and/or property arising out of the subject matter of this Agreement, including the indemnification of Sedgwick County for reasonable expenses incurred in defending such claims.

7. NOTICE OF CLAIM. Both County and Lessee agree to give to the other notice of any claim made or litigation instituted which directly or indirectly, contingently or otherwise in any way affects or might affect either of them in the performance of this Agreement.

8. DISCRIMINATION PROHIBITED. Lessee 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.

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

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

11. COMPLIANCE WITH LAWS AND REGULATIONS. Lessee 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.

12. CONTROLLING LAW. This Agreement is declared to be a Kansas contract, and all terms hereof shall be construed according to the laws of the State of Kansas.

13. 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.

14. 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.

15. DEFAULT. In the event that Lessee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Lessee 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 immediately giving written notice to Lessee, specifying the reasons for the termination and the effective date thereof.

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

16. TERMINATION. In addition to the provisions outlined in paragraph 15 above, 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.

17. 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.

18. NOTIFICATION. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

Lessee: _____ [name]
_____ [title]
_____ [address]
_____ [address]

County: Ron Holt, Director of Kansas Pavilions
and Assistant County Manager
525 N. Main, #343
Wichita, KS 67203

19. COMPLETE AGREEMENT. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understanding, oral or written, whether previous to execution hereof or contemporaneous herewith.

20. AUTHORITY. 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

LESSEE -- _____
[Company or individual name]
By _____
[Signature]

[Printed name and title]

[Date]

ON BEHALF OF THE BOARD OF COUNTY
COMMISSIONERS OF SEDGWICK COUNTY,
KANSAS:

[Signature]
Ron Holt
Director of Kansas Pavilions and Assistant County Manager

[Date]

APPROVED AS TO FORM:

[Signature]
Karen L. Powell, Assistant County Counselor

[Date]