

## AGREEMENT

THIS AGREEMENT is made and entered into this March day of March, 2012, by and between Sedgwick County, Kansas ("County") and Boy Scouts of America, Quivira Council ("Licensee"), a non-profit organization.

### WITNESSETH:

WHEREAS, County controls, manages and operates Lake Afton Park, hereinafter referred to as "Park";

WHEREAS, Lessee has requested use of Park for the purpose of sponsoring a "Camporee" event to be held April 20, 21 and 22, 2012; and

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

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; CONDITIONS OF USE. County hereby grants to Licensee exclusive use of only that portion of the Park designated by the Park Superintendent for the purpose of sponsoring and holding the "Camporee" event and related activities, subject to reasonable inspections and access by County personnel, on the following dates:

Friday, April 20, 2012,  
Saturday, April 21, 2012; and  
Sunday, April 22, 2012.

Said use shall be limited to the portion of the Park shown highlighted on the attached Map, Exhibit A. Said attachment is incorporated herein as if set out in full. Activities are to include: camping; use of firing range for archery and bb gun target practice; use of nature trails; use of lake for fishing; and other activities. All areas not exclusively used by Licensee will remain under the exclusive control of County and access thereto shall not be impaired by Licensee.

Any closure of or controlled access to County road(s) requires a separate 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. Regardless of whether closure or controlled access to County road(s) is required, Promoter agrees to coordinate with the Sheriff's Office with regard to traffic control upon the County road(s).

Licensee agrees to have all activities supervised by adults and that the participants will adhere to rules established in the "Guide For Safe Scouting." Use of the firing range will be supervised by Boy Scouts of America trained range masters. Should existing rest room facilities not be adequate for the number of attendees, Licensee will be responsible for acquiring portable units at Licensee's expense. Licensee shall conduct a service project on the morning of Saturday, April 21, 2012, having the purpose of repairing, cleaning up or maintaining the Lake Afton Park premises (or portions thereof) as directed by the Park Superintendent.

Licensee agrees to coordinate with Park Superintendent, or his designee, concerning any conditions he may have for the use of any property under his management and control. Park Superintendent or his designee has final authority as representative of County to interpret compliance with Park rules pursuant to the provisions of sec. 20-106 through 20-121 of the *Sedgwick County Code* and any subsequent amendments thereto.

**SECTION 2. TERM; FEES AND DEPOSITS.** The term of this Agreement shall commence upon on the first date of the event and shall end upon the conclusion of the event, allowing for reasonable time for Licensee's move-in and move-out. Fees and deposits for usage of the premises shall be waived for this event in exchange for Licensee's services provided as listed in Section 1. Upon execution of this Agreement, Licensee shall provide proof of its status as a 501(c)(3) charitable organization with the I.R.S.

**SECTION 3. DAMAGES.** To the extent such indemnification is allowed by law, Licensee 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 for injuries and/or damages to persons and/or property arising out of or in connection with the use and occupancy of said County owned land, and not caused by County negligence.

**SECTION 4. NOTICE OF CLAIM.** County shall give notice to Licensee of any claim made or litigation instituted which directly or indirectly contingently or otherwise in any way affects or might affect Licensee. Licensee shall have the right to compromise and participate in the defense of the same to the extent of its own interests.

**SECTION 5. INSURANCE.** Licensee shall carry and maintain general liability insurance against damage caused by Licensee 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. **Licensee 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 Park Superintendent no later than thirty (30) days prior to the first date of use authorized by this Agreement.** It is an affirmative obligation on Licensee to advise County's Risk Manager via fax (316/383-7674) or email ([mmcbride@sedgwick.gov](mailto: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 Licensee's event.**

SECTION 6. DEFACEMENT OF PREMISES. Licensee shall not injure, nor mar, nor in any manner deface the Park premises or any equipment contained therein, and shall not cause or permit anything to be done whereby the said premises or equipment therein shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hooks, or screws into any part of said building or equipment contained therein and will not make nor allow to be made any alterations of any kind to said building or equipment contained herein.

SECTION 7. PREPARATION AND RESTORATION OF PREMISES. Licensee shall be responsible for preparation of the use area of the Park for the above-stated events and uses and shall also be responsible for the removal of all equipment, trash, debris, or other material of any kind or nature whatsoever that is brought in or left by any of its members, agents, servants, employees, guests, invitees, and participants.

SECTION 8. DISCRIMINATION PROHIBITED. Licensee shall 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 9. ADDITIONAL EVENTS. Licensee shall not hold, provide or sponsor any events in addition to the uses granted in Section 1 hereof which require the exclusive use of a designated area of the Park without first having entered into a written agreement with County for such use.

SECTION 10. NOTICE. For purposes of this agreement, notices shall be accomplished by mailing, first class, such notice to:

LICENSEE: Quivira Council, BSA  
1555 E. 2<sup>nd</sup> St.  
Wichita, KS 67214

COUNTY: Mark Sroufe, Park Superintendent  
Lake Afton Park  
24600 W. 39<sup>th</sup> Street  
Goddard, KS 67052

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

SECTION 11. COMPLIANCE WITH LAWS, REGULATIONS AND PARK RULES. Licensee agrees to comply with all laws, ordinances and regulations adopted or established by federal, state or local governmental agencies or bodies. Licensee agrees to abide by all rules and regulations of Park as set forth in the *Sedgwick County Code* and by any and all resolutions of the Board of County Commissioners governing said Park. Park Superintendent, or his designee, has final authority as representative of County to interpret compliance with Park rules pursuant to the provisions of Sec. 20-106 through 20-121 of the *Sedgwick County Code* and any subsequent amendments thereto.

SECTION 12. UNAVOIDABLE HAPPENING. If, for any reason, an unforeseen event occurs, including, but not limited to fire, casualty, labor strike, or other unforeseen occurrence, which renders impossible the fulfillment of any term of this Agreement, the Licensee shall have no right to nor claim for damages against County.

SECTION 13. PUBLIC SAFETY. Licensee agrees that at all times, activities conducted will be with full regard to public safety, and Licensee will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with County to assure such safety.

Licensee agrees not to bring onto the premises any material, substance, equipment, or object which is likely to endanger the life of, or to cause bodily injury to any person on the premises or which is likely to constitute a hazard to property thereon without the prior approval of the County. County shall have the right to refuse to allow any such materials, substance, equipment or object to be brought on to the premises and the further right to require its immediate removal there from if found thereon.

SECTION 14. TERMINATION. This agreement may be terminated at any time by mutual agreement, or by either party upon giving thirty (30) days prior written notice of the termination to the other party.

SECTION 15. MODIFICATION. This agreement may be modified, changed, or amended only as may be mutually agreed in writing between County and Licensee.

SECTION 16. ASSIGNMENT. It is understood and agreed that Licensee shall not sell, assign or transfer any of its rights or privileges granted hereunder without the prior written consent of County.

SECTION 17. ENTIRE AGREEMENT. It is understood that this agreement supersedes and cancels any and all prior existing arrangements or agreements between the parties hereto and their predecessors concerning the uses provided for herein. Any matters not expressly provided for in this Agreement will be at the sole discretion of County.

SECTION 18. PUBLIC FORUM. Licensee acknowledges and agrees that the Park premises (including the Licensed Premises) is a traditional public forum and that County will make no efforts to exclude or prohibit First Amendment activities. Should Licensee wish to

exclude persons from the Licensed Premises, Licensee shall: 1) clearly fence off, outline, partition or otherwise demarcate Licensee's area of exclusive use; 2) post readily apparent notice to the public that occupancy of the particular demarcated area is prohibited unless authorized by Licensee; and 3) post a legible copy of this agreement in a conspicuous place near the Licensed Premises.

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

TIM R. NORTON, Chairman  
Commissioner, Second District

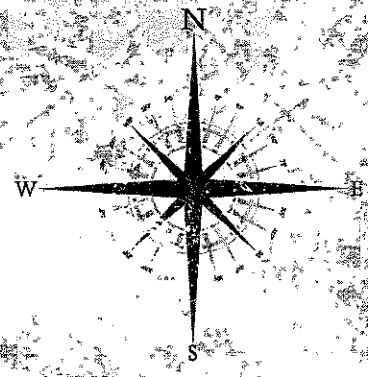
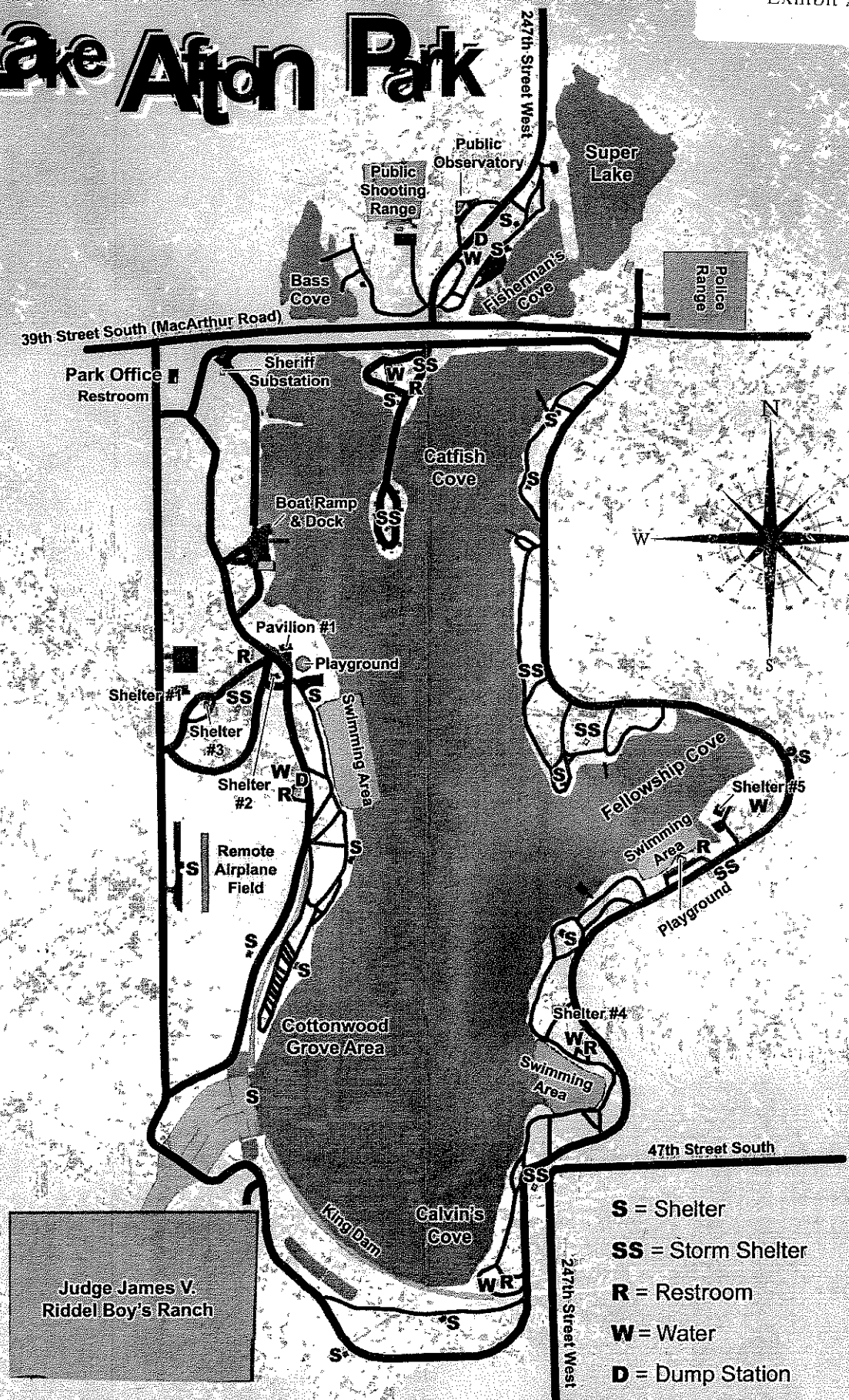
APPROVED AS TO FORM:

BOY SCOUTS OF AMERICA, QUIVIRA  
COUNCIL

Karen L. Powell  
KAREN L. POWELL 3-8-12  
Assistant County Counselor

Mario Pérez 3-5-12  
MARIO PÉREZ,  
Director of Field Services

# Lake Afton Park



Judge James V.  
Riddell Boy's Ranch

- S** = Shelter
- SS** = Storm Shelter
- R** = Restroom
- W** = Water
- D** = Dump Station



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/02/2012

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).

<b>PRODUCER</b> MHBT Inc. 8144 Walnut Hill Lane, 16th Floor Dallas, TX 75231	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 972-770-1600	FAX (A/C, No): 972-770-1699	
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Boy Scouts of America, National Council and All of its affiliates and subsidiaries including:  QUIVIRA COUNCIL, BSA 1555 E 2ND ST WICHITA, KS 67214	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Old Republic Insurance		24147
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

**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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			MWZY 59555	03/01/12	03/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> 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)

Certificate holder is named as an additional insured by virtue of a written or oral contract or by the issuance/existence of a permit or certificate of insurance but only with respect to operations by or on behalf of the Insured, or to facilities of, or facilities used by the Insured and then only for the limits of liability specified in such contract for the event specified herein.

WHITE BUFFALO DISTRICT/HIGH PLAINS DISTRICT SPRING CAMPOREE - APRIL 20 THRU APRIL 22, 2012  
 JOHN FERGUSON - FINDJOHNNOW@YAHOO.COM LEADER IN CHARGE

<b>CERTIFICATE HOLDER</b> LAKE AFTON PARK BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KS, AND ITS OFFICERS, EMPLOYEES AND AGENTS	<b>CANCELLATION</b> 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
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