

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between SEDGWICK COUNTY, KANSAS, ("County") and Tanganyika Wildlife Park, LLC ("Promoter").

WITNESSETH:

WHEREAS, the Promoter has requested controlled access to certain portions of County roadways for the purpose of sponsoring the Meritrust Tiger Trot at Tanganyika on Sunday, September 20, 2015; 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.** For the purpose of sponsoring the Meritrust Tiger Trot at Tanganyika ("Event") on Sunday, September 20, 2015 from 7:00 a.m. to 11:00 a.m., County does hereby grant to Promoter the authority have controlled access to the following roadways which are controlled or maintained by County, **to include only those portions of said roadways which are in the unincorporated areas of Sedgwick County:**

- a.     Goddard Road (199<sup>th</sup> Street West) from Maple Street to Central (4<sup>th</sup> Street);
- b.     Central (4<sup>th</sup> Street) from Goddard Road (199<sup>th</sup> Street West) to 167<sup>th</sup> Street West;
- c.     167<sup>th</sup> Street West from Central (4<sup>th</sup> Street) to Maple;
- d.     Maple from 167<sup>th</sup> Street West to 199<sup>th</sup> Street North.

Said areas are generally set forth on the map which is 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 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](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 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: Tanganyika Wildlife Park, LLC  
Matt Fouts  
1037 S. 183<sup>rd</sup> St. West  
Goddard, KS 67052

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

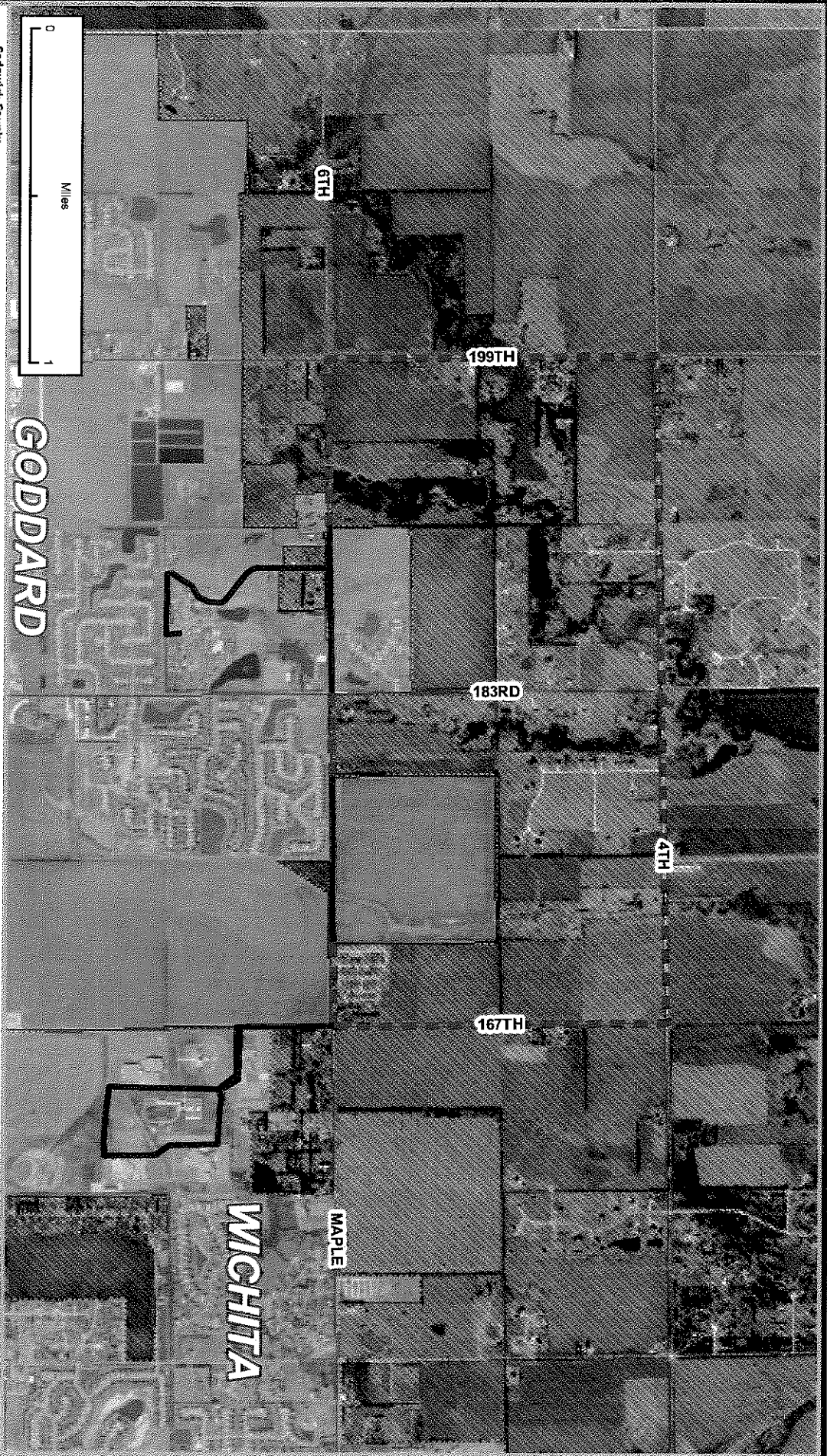
\_\_\_\_\_  
RICHARD RANZAU, Chairman  
Commissioner, Fourth District

APPROVED AS TO FORM ONLY:

TANGANYIKA WILDLIFE PARK, LLC

  
\_\_\_\_\_  
KAREN L. POWELL  
Assistant County Counselor

  
\_\_\_\_\_  
MATT FOUTS  
Assistant Director



**Sedgwick County**  
**GIS**  
Geographic Information Services  
Division of Information & Operations  
www.sedgwickcounty.org/gis



It is understood that the Sedgwick County GIS, Division of Information and Operations, has provided this information as a service to the public. The user acknowledges that the GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or its use or application.

Date: 8/10/2015

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FILE: C:\gis\mapart\tanganyika Tiger Trot\TTT2015\_15K.mxd  
NAME: m17ryes

# **Tanganyika Tiger Trot** **September 20, 2015** **15k Route**

Sedgwick County, Kansas

- Legend**      **EXHIBIT A**
- Sedgwick County Limits
  - City Limits
  - GODDARD
  - WICHITA
  - SEDGWICK COUNTY

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/28/15

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	K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME:	LEISURE	
		PHONE (A/C, No. Ext):	800-553-8368	FAX (A/C, No):
		E-MAIL ADDRESS:	KK.EVENTSATTRACTIONS@KANDKINSURANCE.COM	
		INSURER(S) AFFORDING COVERAGE	NAIC #	
		INSURER A:	NATIONAL CASUALTY COMPANY	11991
		INSURER B:	NATIONAL CASUALTY COMPANY	11991
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

## COVERAGES

CERTIFICATE NUMBER:

1812556

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. NC=NOT COVERED

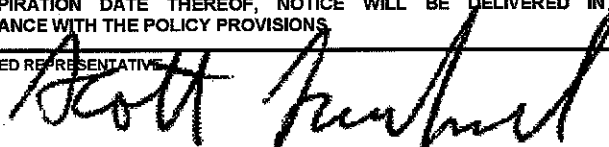
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		KKO0005274700	12:01AM 3/23/15	12:01AM 3/23/16	EACH OCCURRENCE 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) 300000 MED EXP (Any one person) NC PERSONAL & ADV INJURY 1000000 GENERAL AGGREGATE NONE PRODUCTS-COMP/OP AGG 5000000 Part Lgl Liab NC
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			KKO0005274700	12:01AM 3/23/15	12:01AM 3/23/16	COMBINED SINGLE LIMIT (Ea Accident) 1000000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WCC0033073303	12:01AM 3/31/15	12:01AM 3/31/16	PER-STATUE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT 1000000 E.L. DISEASE - EA EMPLOYEE 1000000 E.L. DISEASE - POLICY LIMIT 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS ADDED AS ADDITIONAL INSURED, BUT ONLY FOR LIABILITY CAUSED, IN WHOLE OR IN PART, BY THE ACTS OR OMISSIONS OF THE NAMED INSURED.  
RE: MERITRUST TIGER TROT 09/20/2015

## CERTIFICATE HOLDER

## CANCELLATION

THE BOARD OF COUNTY COMMISSIONERS OF SEDWICK COUNTY, KANSAS AND ITS OFFICERS, EMPLOYEES AND AGENTS 525 N MAIN STREET, #320 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 
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