
TULSA COUNTY


PURCHASING
DEPARTMENT

APPROVED
07/15/2019

MEMO

DATE: July 10, 2019

FROM: Megan L. Blackford
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Agreement- Liga Dominical Hispana De Soccer, Inc.

Submitted for your approval and execution is the attached User Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and Liga Dominical Hispana De Soccer, Inc. for for use of the Haikey Creek soccer fields on Sundays for the fiscal year 2019-2020.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the July 15, 2019 agenda.

CMF# 20190031

APPROVED
07/15/2019



USER AGREEMENT

THIS AGREEMENT is made and entered into by and between TULSA COUNTY PARKS, hereinafter to as "PARKS" and Liga Dominicana Hispana de Soccer hereinafter referred to as "ORGANIZATION".

The term of this agreement shall be from the 21 day of July, 2019 to 30 day of June, 2020.
This agreement includes three weeks of extra play time in case any games are rained out.

ORGANIZATION shall have the right of use of the following facilities during the times and on the dates specified.

FACILITY	DAYS	TIME
<u>HCP Soccer Fields</u> <u>3rd fields - varies</u>	<u>Sunday</u>	<u>8-11 AM</u>

- ORGANIZATION may charge admissions for events and entry fees for classes and tournaments. All income derived from such admission fees and entry fees shall be utilized solely to defray ORGANIZATION'S expenses. ORGANIZATION shall render a written financial report to the Parks Division of Tulsa County at the end of the contract period, disclosing all income and disbursements related to ORGANIZATION'S use of COUNTY'S facilities.
- It is understood the ORGANIZATION is using the above-described facilities solely for the purposes herein set forth. ORGANIZATION assumes absolute responsibility and sole liability for the acts and actions of ORGANIZATION'S program participants and spectators during the use of said facilities at the time scheduled.
- ORGANIZATION shall pay \$ 10 per hour per field, for usage of the Park area for Soccer League event.
- ORGANIZATION shall obtain a general liability insurance policy having limits of no less than \$1,000,000.00 to any claimant for all claims arising out of a single accident or occurrence, \$300,000.00 for any number of claims arising out of a single accident or occurrence and \$25,000.00 property damage to any single claimant arising out of a single accident or occurrence. Such insurance policy shall carry an endorsement showing the COUNTY as co-insured. Such agrees to give the COUNTY at least fifteen (15) days prior notice in the event of cancellation or material alteration of the provision of ORGANIZATION'S insurance coverage. Until such insurance policies or certificates thereof having been approved by PARKS, this agreement shall be without force or effect. In the event of cancellation or termination of any of the insurance policies or certificates herein required, this agreement shall immediately become null and void.
- ORGANIZATION further agrees that each program participant of ORGANIZATION, along with each of such participants, parents or legal guardians, shall execute a release of liability, in form acceptable to PARKS, which shall exonerate Tulsa County and the Board of County Commissioners, their agents and employees of Tulsa County from any and all liability as a result of injury to such participants associated with the use of County's facilities. This includes any participants joining the program of ORGANIZATION after the commencement of the program. This release shall be delivered to Tulsa County Parks no later than one week prior to beginning of trials, training, workouts, practices and/or events.
- ORGANIZATION shall not sublet any Tulsa County Parks space, nor assign, hypothecate or mortgage this agreement or any of the right hereunder. Refer inquiries of usage to the Tulsa County Parks.

CMF# 20190031

7. ORGANIZATION shall be responsible for all security at the premises during the events.

8. PARKS reserves the right to cancel, with or without cause, this Agreement upon 10 days written notice, to be effective upon mailing to ORGANIZATION at the address herein provided by ORGANIZATION. This right to cancel on behalf of Tulsa County Parks includes, but is not limited to, ORGANIZATION'S violation of any rules of conduct duly adopted for use of County facilities, which rules are attached hereto and made a part hereof, as terms and conditions of ORGANIZATION'S use pursuant to this Agreement.

County assumes no responsibility or liability whatsoever for performer's person, equipment or clothing (or other persons or property authorized by performer to perform this contract) before, during or after the performance at this location and County is hereby released and discharged from any and all responsibility and liability associated with any such loss, injury or damage.

Tulsa County

By: _____

BOGC Chairperson Ro Tem

Date: 7/15/2019

Organization: Liga Deportiva Hispanica de Soccer

Address: 7546 E Oklahoma Pl

Print Name: Julio Lopez

City, State and zip code: Tulsa OK 74115

Signature: _____

Telephone: 918 902 5858

E-mail: _____

Attest: _____

Tulsa County Clerk

Approved as to form: _____

Asst. District Attorney



