DATE: February 26, 2020

FROM: Matney M. Ellis
Procurement Director

TO: Board of County Commissioners


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 Tulsa Sports and Events, Inc. for facility usage of the Haikey Creek Park softball complex for softball and kickball events from March 12, 2020 through June 30, 2020 on the days and times listed in the attached.

Respectfully submitted for your approval and execution.

MME / mlb

SUBMITTED FOR: The March 2, 2020 BOCC meeting agenda.
USER AGREEMENT

THIS AGREEMENT is made and entered into by and between TULSA COUNTY PARKS, hereinafter to as "PARKS" and Tulsa Sportsplex Events hereinafter referred to as "ORGANIZATION".

The term of this agreement shall be from the 12th day of May, 2020 to 30th 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.

<table>
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<tr>
<th>FACILITY</th>
<th>DAYS</th>
<th>TIME</th>
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<tbody>
<tr>
<td>Softball Complex</td>
<td>Tue, Thu, Fri, Sun</td>
<td>8:00 - 9:30</td>
</tr>
</tbody>
</table>

1. 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.

2. 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.

3. ORGANIZATION shall pay $.12 per hour per field, for usage of the Park area for Softball/Kickball event.

4. 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.

5. 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.

6. 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.
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: [Signature] Date: 03/02/2020

BOCC Chairperson Pro Tem

Organization: Tulsa Sports & Events

Print Name: Nic Wehr

Signature: [Signature]

E-mail: tulsasports@yahoo.com

Address: 4406 W MADISON Pl

City, State and zip code: BROKEN ARROW OK 74012

Telephone: 918-271-2965

Attest: [Signature]

Tulsa County Clerk

Approved as to form:

James G. Rea

Asst. District Attorney
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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
SADLER & COMPANY, INC.
P.O. BOX 5966
COLUMBIA, SOUTH CAROLINA 29250-5886

CONTACT NAME: Sports Dept.
E-MAIL ADDRESS: soba@sadlersports.com

PRODUCER CUSTOMER ID:

INSURED
DLR/A SPORTSPLEX OPERATORS AND DEVELOPERS ASSOCIATION
Tulsa Sports and Events Inc
4406 W MADISON PL
BROKEN ARROW, OK 74012
Club #: 57356

INSURER(S) AFFORGING COVERAGE
NAIC #
INSURER A: NATIONAL CASUALTY COMPANY
INSURER B:
INSURER C:
INSURER D:

COVERAGES
CERTIFICATE 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.

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<th>POLICY EXP (MM/DD/YYYY)</th>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy, if included above, is part of the ERS Risk Purchasing Group Association, Inc.

RE: COVERED Team(s) - Adult - General Liability
Flag Football - 2 Team(s) - [Maximum 25 players per team]
Team Names: TSE: Offycooch

(Adult Team General Liability Only: $2,000,000 Each Occurrence; $500,000 Legal Liability to Participants; Waiver/ Release Required)
The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

CERTIFICATE HOLDER

RELATIONSHIP: Property Owner/ Lessor
Tulsa Board Of County Commissioners
600 S Drexler Ave
Tulsa, OK 74103

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 (company A)

AUTHORIZED REPRESENTATIVE (company B)

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Coverage is only extended to U.S. events and activities
** NOTICE TO TEXAS INSURERS: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED OWNERS AND/ OR LESSORS OF PREMISES, SPONSORS OR CO- PROMOTERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The policy is amended to include as an additional insured any person or organization of the types indicated by an "X" in any boxes shown below, but only with respect to liability arising out of your operations:

[X] Owners and/ or lessee of the premises leased, rented, or loaned to you, subject to the following additional exclusions:
   a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
   b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/ or lessor of the premises;
   c. This insurance does not apply to liability of the owners and/ or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

[X] Sponsors
[X] Co- Promoters
[X] Any individual person(s) or organization(s) listed below

COACHES, OFFICIALS AND VOLUNTEERS
WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES
FOR THE INSURED.