
TULSA COUNTY



PURCHASING
DEPARTMENT

MEMO

DATE: January 29, 2019

FROM: Matney M. Ellis
Purchasing Director



TO: Board of County Commissioners

SUBJECT: User Agreement-Northeast Oklahoma Association of Homeschool (NOAH)

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 Northeast Oklahoma Association of Homeschool (NOAH) for use of the baseball facilities at O'Brien Baseball Fields during the times and dates specified as per attached documentation.

Respectfully submitted for your approval and execution.

MME / skb

ORIGINAL: Michael Willis, County Clerk, for the February 4, 2019 agenda.



USER AGREEMENT

THIS AGREEMENT is made and entered into by and between Board of County Commissioners of the County of Tulsa on behalf of its Parks Department, hereinafter referred to as "PARKS" and NOAH, hereinafter referred to as "ORGANIZATION".

The term of this agreement shall be from the 1 day of March, 2019 to 30 day of April, 2019, 12pm-11pm.

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

FACILITY	DAYS	TIME
O'Brien Baseball fields		

2019 Home Game Schedule						
March						
Games	Date	Day	Opponent	Format	Team	Time
2	3/5/19	Tuesday	Pryor	5/5	JH	5:00
2	3/7/19	Thursday	Grova	5/5	JH	5:00
2	3/8/19	Friday	Sapulpa	5/5	JV2	5:00
1	3/9/19	Saturday	Sand Springs	7	JV2	1:00
1	3/11/19	Monday	Jenks	7	JV1	5:00
1	3/23/19	Saturday	NOAH vs HWA Hornets	7	JV2	10 am
1	3/23/19	Saturday	HWA vs Springfield	7	JV2	12:15
1	3/23/19	Saturday	NOAH vs Springfield	7	JV2	2:45 pm
2	3/25/19	Monday	Sapulpa	5/5	JH	5:00
2	3/26/19	Tuesday	Pryor	5/5	JV1	5:00
2	3/30/19	Saturday	Sapulpa	5/5	JV1	1:00
April						
Games	Date	Day	Opponent	Format	Team	Time
2	4/1/19	Monday	Holland Hall	5/5	JH	5:00
2	4/2/19	Tuesday	Victory Christian	5/5	JH	5:00
1	4/8/19	Monday	Coweta	7	JV1	5:00
1	4/9/19	Tuesday	Sapulpa	7	Varsity	5:00
2	4/11/19	Thursday	Coweta	5/5	JH	5:00
1	4/15/19	Monday	Sand Springs	7	JV2	5:00
2	4/23/19	Tuesday	OKC Bronco	7/5	V/JV	4:30
2	4/27/19	Saturday	Collinsville	5/5	JV2	1:00
2	4/29/19	Monday	Claremore	5/5	JV2	5:00
32 Games						
18 dates						

NEEDS TO PROVIDE DATES 45 DAY IN ADVANCE FOR USAGE OF SITES.

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 \$20.00 per game per field, for usage of O'Brien Baseball Fields East field.
4. ORGANIZATION shall maintain Commercial General Liability Insurance specifically related to the Organization's use and occupancy of the above described facilities issued by a company or companies authorized to do business in the State of Oklahoma, naming the County as an additional insured party, and providing coverage in amounts not less than the amounts required to insure against liability under the Oklahoma Governmental Tort Claims Act, including any amendments thereto subsequent to the date of this Agreement. It must be at least a \$1,000,000.00 (one million). 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. Nothing herein contained shall be construed to limit or waive ORGANIZATION'S immunity from liability under the laws now in existence, or existing in the future. The certificate holder shall be "Tulsa Board of County Commissioners," 2315 Charles Page Blvd. Tulsa, Ok 74127.
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. Tulsa County will be responsible for mowing the infield and outfields and minimum weed control.
7. ORGANIZATION shall be responsible for marking, 'dragging and turfs' of the fields.
8. ORGANIZATION shall purchase 4 set of bases.
9. 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.
10. ORGANIZATION shall be responsible for all security at the premises during the events.
11. 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.

Organization agrees to release, hold harmless, indemnify and defend Tulsa County, its agents and employees from any and all liability regardless of the source and regardless of the type of claim which may occur arising out of, directly or indirectly, the Organization's use of Tulsa County facilities.

Board of County Commissioners of the County of Tulsa on behalf of its Parks Department

By: _____
Board of County Commissioners Chairperson

Date: _____

Organization: NOAH

Print Name: DARRON REPLOBLE

Signature: *Darron Reploble*

Telephone: 918-510-8521

Address: 30225 E 6th

Address: _____

E-mail: darron.REPLOBLE@WPXENERGY.COM

City, State and zip code: CATOOSA, OK 74015

Attest:

Approved as to form:

Tulsa County Clerk

Nolan M. Fields IV 1-28-19
Asst. District Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2018

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 Westpoint Insurance Group, Ltd. 5920 W. 111th St Chicago Ridge IL 60415	CONTACT NAME: PHONE (A/C No. Ext): (800) 318-7709 FAX (A/C No.): (708) 636-3915 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Houston Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
---	--

COVERAGES

CERTIFICATE NUMBER: CL1812628793

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> X			18/7003957	02/12/2018	02/12/2019	MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC						PRODUCTS - COM/PROP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	DED RETENTION \$						
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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 also additional insured.

CERTIFICATE HOLDER

CANCELLATION

Tulsa Board of County Commissioners
2315 Charles Page Blvd.
Tulsa, OK 74127

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

Terri Tomasik/AMZ

ACORD 25 (2010/05)

© 1988-2010 ACORD CORPORATION. All rights reserved.

INS025 (201005).01

The ACORD name and logo are registered marks of ACORD