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TULSA COUNTY

PURCHASING  
DEPARTMENT

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MEMO

DATE: February 13, 2019

FROM: Megan L. Blackford  
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Agreement- NEOUSSSA

Submitted for your approval and execution is the attached Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and NEOUSSSA for usage of O'Brien baseball fields 1-8 Friday through Sunday from 8:00am to 11:00pm March 1, 2019 to June 30, 2019.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the February 19, 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 NEOUSSSA, hereinafter referred to as "ORGANIZATION".

The term of this agreement shall be from the 1 day of March, 2019 to 30 day of June, 2019, 8am-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	Friday-Saturday-Sunday	8am-11pm

### 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 1-2-3-4-5-6-7- and 8.
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 exiting 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

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.

**County assumes no responsibility or liability whatsoever for participant's person, equipment or clothing (or other persons or property authorized by participant 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 to participants, to the extent allowed by law.**

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

By: \_\_\_\_\_  
Board of County Commissioners Chairperson

Date: \_\_\_\_\_

Organization: NEOUSSSA

Print Name: Lynn Gibson

Signature: Lynn Gibson

Telephone: 918-630-8789

Address: 13305 S. 117<sup>th</sup> E PL.

E-mail: 395 @ cox.net

City, State and zip code: Broken Arrow, OK 74011

Attest:

\_\_\_\_\_  
Tulsa County Clerk

Approved as to form:

Nolan M. Fields 2-11-9  
Asst. District Attorney

# CERTIFICATE OF INSURANCE

**Issue Date: 1/28/2019**

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:**  
 EPIC Brokers  
 License No. OB29370  
 P.O.Box 13847  
 Sacramento CA 95853  
 888-880-3602 Email: insurance@usssa.com

**INSURERS AFFORDING COVERAGE**  
 INSURER A: Scottsdale Insurance Company  
 INSURER B: Scottsdale Insurance Company  
 INSURER C:  
 INSURER D:  
 INSURER E:

**Insured:**  
 United States Specialty Sports Association  
 5800 Stadium Parkway  
 Melbourne, FL 32940  
 800-741-3014

**Coverages:**

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 INSD	SUBR WVD	Policy Number	Policy Effective Date	Policy Expiration Date	Limits
A	Commercial General Liability Occurrence Basis	Y	N	KRS0000007642700	1/1/2019	1/1/2020	Each Occurrence \$2,000,000 Damage to Rented Premises(ea occ) \$300,000 Med Exp (any one person) \$ Excluded General Aggregate \$ None Personal and Adv Injury \$2,000,000 Products - Comp/OP Agg \$2,000,000 Participant Legal Liability \$2,000,000
B	Excess Liability	Y	N	XKS0000007642800	1/1/2019	1/1/2020	Each Occurrence \$1,000,000 Aggregate \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)**  
 Coverage includes amateur play and practice in the insured sport for : **Board of County Commissioners of the County of Tulsa**  
 The Field/Facility Owner shown as the certificate holder shall be an additional insured but only with respects to liability caused by the negligent acts or omissions of the named insured and only with respects to losses resulting from amateur play and practice during USSSA sanctioned activities occurring between the coverage effective date listed below and the policy expiration date.  
 Named Insured Includes: USSSA Director Lynn Gibson and NEO USSSA (ref: 367370)

Certificate Holder:

Coverage Effective Date: 1/28/2019 2:41:00 PM

Board of County Commissioners of the County of Tulsa  
 2315 Charles Page Blvd  
 Tulsa OK 74127

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Certificate # USSSA-366378-295374

Authorized Representatives:

