



**Nolan M. Fields IV**  
Assistant District Attorney | Civil Division  
Tulsa County District Attorney's Office  
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**TO:** Board of County Commissioners  
Karen Keith, Chairman  
Stan Sallee  
Ron Peters

**DATE:** March 13, 2019

**REFERENCE:** Concession Agreement with Tiffany Dyer for Services at O'Brien Park

Please place this item on the agenda for the next meeting of the Board of County Commissioners. It will not be necessary to review this matter in executive session. The vendor has already executed this Agreement and it is being presented for your review and approval. Please let me know if you have any questions.

Respectfully,

A handwritten signature in blue ink that reads 'Nolan M. Fields IV'.

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**Nolan M. Fields IV**  
Assistant District Attorney

CC:  
Richard Bales, Parks Director



## CONCESSION AGREEMENT

This agreement is entered into between the Board of Commissioners of Tulsa County, Oklahoma hereinafter referred to as "County", and Tiffany Dyer hereinafter referred to as "Concessionaire".

The parties agree that Concessionaire will provide a certain service to the County to-wit: concession services at Concession Stands #1 and #2 commencing this 28 day of Feb, 2019 and terminating on the 30th day of June, 2019 unless terminated earlier pursuant to the terms of this agreement.

Said services are to be provided at O'Brien Park, 6149 N. Lewis Ave, Tulsa OK 74130.

1. Concessionaire agrees to pay to County a monthly fee in the amount of \$500.00 for each full or partial calendar month that Concessionaire operates in the above stated location. Such fee shall be due and payable on or before the first day of the month by check or money order made directly to the County c/o the Parks Department.
2. Concessionaire shall keep accurate records of the business transacted in the parks to which all sales shall be posted daily. These records shall be made available to County for inspection at any reasonable time.
3. If fee described above has not been paid by the 20<sup>th</sup> day of the month in which it becomes due, County may, at its sole option, immediately terminate the Agreement, by giving written notice to Concessionaire.
4. Concessionaire agrees to provide causality insurance in the amount of no less than \$1,000,000 to indemnify County and hold it harmless against any claim for injury, loss or damage to person or property arising from Concessionaire's operations. Concessionaire shall also provide product liability insurance with limits of no less than \$1,000,000.00, naming the Board of County Commissioners of Tulsa County as co-insured, and Concessionaire shall provide a certificate of insurance to the County prior to engaging in business in its parks.
5. Concessionaire shall not obstruct or impede vehicular or pedestrian traffic, or interfere in any way with normal park activities.
6. Concessionaire shall not operate in any manner which may injure the reputation of the County, or which is in violation of the laws of the United States or the State of Oklahoma. Concessionaire also agrees to abide by all rules and regulations set forth by the City-County Health Department and the Oklahoma State Department of Health.
7. County assumes no responsibility or liability whatsoever for Concessionaire's person, equipment or clothing (or other persons or property authorized by Concessionaire to perform the operation of the Concession Stands) before, during or after sales commence at this location. County is hereby released and discharged from any and all responsibility and liability associated with any such loss, injury or damage, unless it is proved that such loss, injury or damage is caused solely by negligent acts of County.

8. Concessionaire shall abide by any Agreement applicable to County and its parks including, but not limited to, the Sponsorship Agreement between Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company, and the Board of County Commissioners of Tulsa on behalf of the Tulsa County Parks Dept.
9. Nothing contained herein shall be construed to create a partnership or other such association between County and Concessionaire. All services rendered by Concessionaire hereunder shall be supplied in the capacity of independent contractor and in no event shall Concessionaire be or act as an agent, partner, employee or joint venture of County.
10. Failure of Concessionaire to comply with any or all of the terms of this agreement shall be grounds for immediate termination of this agreement. Failure by County to terminate this agreement on the grounds that Concessionaire has failed to comply with the terms of the agreement shall not be construed as a waiver by County of the right to terminate at a later date for later failure to comply with any of the terms of this agreement.
11. This agreement may be terminated by either party for any reason, upon thirty (30) day written notice to the other party. This provision is in addition to other provisions of this agreement pertaining to termination of the agreement.
12. Unless the parties agree to renew the agreement, this agreement shall terminate on 30th day of June, 2019. The Agreement may be renewed upon these terms or any additional terms as the parties may mutually agree in writing, but in no event shall the agreement be renewed until approved by the Board of County Commissioners of Tulsa County at their sole discretion and after execution by the Chairman.
13. Concessionaire shall be responsible for all repairs of County equipment and must coordinate with the Tulsa County Parks Dept. to have any equipment removed, as it is on County's inventory.
14. Concessionaire shall be responsible for all health licenses and health inspections and corrections.
15. Concessionaire is responsible for paying its own taxes.
16. HVAC must be repaired and serviced by a licensed HVAC contractor and County will provide one (1) maintenance service call per County's fiscal year. Concessionaire will be responsible for any additional maintenance services, after first receiving approval from the Tulsa County Parks Dept.
17. This agreement contains all the provisions agreed to by the parties, and no change, alteration, or modification of this agreement shall be made except in writing and signed by both parties.

Name of Vendor: Tiffany Dyer  
Print Name: Tiffany Dyer  
Signature: Tiffany Dyer  
Address: 7523 S. Date Pl  
City, State & Zip: Broken Arrow OK 74011

Date: 2/28/19

Phone: 731-445-2493

**Board of County Commissioners of Tulsa County**

Chairman: \_\_\_\_\_  
Karen Keith

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

**ATTEST:**

[SEAL]

County Clerk: \_\_\_\_\_  
Michael Willis

**APPROVED AS TO FORM:**

District Attorney: Nolan M. Fields IV  
Asst. Dist. Attorney

3-13-19



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/04/2019

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Lifetime Insurance LLC 3325 French Park Ste. 16 Edmond, Oklahoma 73034	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): 405-216-5886 <b>E-MAIL</b> ADDRESS: stephanie@lifetimeinsuranceok.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> USLI <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>FAX</b> (A/C, No): <b>NAIC #</b> 25895
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COVERAGES		CERTIFICATE NUMBER:		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.						
INUR LTR	TYPE OF INSURANCE	AUTO, BURN INUR, 30000	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CL1918349	02/28/2019	02/28/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, specify under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE L. <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Remarks Schedule, may be attached if more space is required)						

<b>CERTIFICATE HOLDER</b> Tulsa County Board Commissioner	<b>CANCELLATION</b> 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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