



Nolan M. Fields IV

Assistant District Attorney | Civil Division
Tulsa County District Attorney's Office
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(918) 596 - 4900 | nfields@tulsacounty.org

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".

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 20th 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).

PRODUCER Lifetime Insurance LLC 3325 French Park Ste. 16 Edmond, Oklahoma 73034	CONTACT NAME: PHONE (A/C, No. Ext): 405-216-5886 FAX (A/C, No): E-MAIL ADDRESS: stephanie@lifetimeinsuranceok.com														
INSURED Tiffany Dyer 6149 N. Lewis Ave Tulsa, Oklahoma 74130	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: USLI</td> <td style="text-align: center;">25895</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: USLI	25895	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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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	ADD. SUBR INER. CODE	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CL1918349	02/28/2019	02/28/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCT - 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 <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> 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 <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE / OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Tulsa County Board Commissioner	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. AUTHORIZED REPRESENTATIVE
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