
TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: March 20, 2019

FROM: Megan Blackford
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Agreement- ODA Soccer Club

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 ODA Soccer Club for use of soccer fields 1, 3 and 5 on Saturdays from March 2, 2019 to June 30, 2019.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the March 25, 2019 agenda.



USER AGREEMENT

THIS AGREEMENT is made and entered into by and between TULSA COUNTY PARKS, hereinafter to as "PARKS" and ODA Soccer Club hereinafter referred to as "ORGANIZATION".

The term of this agreement shall be from the 2 day of march, 2019 to 30 day of June, 2019.
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.

FACILITY	DAYS	TIME
<u>Hakey Creek Park</u> <u>Soccer fields 1,3,5</u>	<u>Saturdays</u>	<u>9 AM-5pm - varies</u>

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 \$ 10 per hour per field, for usage of the Park area for Soccer league 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: _____ Date: _____
BOCC Chairperson

Organization: CDA Soccer Club Address: 1166 N Birmingham PL
Print Name: Victor Gaytan City, State and zip code: Tulsa OK 74110
Signature: Victor Gaytan Telephone: 918-284-6137
E-mail: victorgaytan13@yahoo.com

Attest:

Tulsa County Clerk

Approved as to form:

Nolan M. Fields IV 3-20-19
Asst. District Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/23/2018

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	Pullen Insurance Services, Inc. 2560 River Park Plaza, Suite 300 Fort Worth, TX 76116	CONTACT NAME:	Sports Division
		PHONE:	(817) 738-6100
		FAX:	(817) 738-2993
		E-MAIL ADDRESS:	contact@pullenins.com
		PRODUCER CUSTOMER ID#:	OK
		INSURERS AFFORDING COVERAGE	NAIC #
INSURED	Oklahoma Soccer Association P. O. Box 35174 Tulsa, OK 74153	Insurer A:	Scottsdale Insurance Company 41297
		Insurer B:	
		Insurer C:	
		Insurer D:	
		Insurer E:	
		Insurer F:	

COVERAGES

CERTIFICATE NUMBER: 18034145

REVISION NUMBER: 0

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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		KKS 7519-00	9/1/2018	9/1/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE UNLIMITED PRODUCTS - COMP/OP AGG \$1,000,000 PARTICIPANT LEGAL LIABILITY \$1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			KKS 7519-00	9/1/2018	9/1/2019	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under	Y/N	N/A				WC STATUTORY LIMITS E. I. EACH ACCIDENT E. I. DISEASE - EA EMPLOYEE E. I. DISEASE - POLICY LIMIT

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

This certificate is issued on behalf of Oklahoma Soccer Association & ODA Soccer Club. Certificate Holder is Additional Insured as respects the operations of the Named Insured for sanctioned activities of the state association.

CERTIFICATE HOLDER

Tulsa Board of County Commissioners
Haikey Creek Park
11327 S Garnett Rd
Broken Arrow, OK 74011

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