

MEMORANDUM

TO: Karen Keith, Chair
Tulsa Board of County Commissioners

FROM: Richard Bales, Director
Tulsa County Park Division

SUBJECT: Owasso Public Schools Park User Agreement

DATE: July 20, 2016

The Park Division respectfully request Board approval of the attached Park User Agreement between the BOCC and Owasso Public Schools for the use of O'Brien Park for a High School Cross Country Track Meet Monday August 1, 2016.

The agreement has been "Approved As To Form" by the District Attorney's office.

The required insurance certificate is attached.

**ORIGINAL TO COUNTY CLERK'S OFFICE FOR MONDAY JULY 25, 2016
COMMISSION MEETING AGENDA**

attachments:

rb:

xc: Comm. Smaligo
Comm. Peters
Pat Ward (e-mail memo only)
Jody Baker (e-mail memo only)
Daryl Maxville (e-mail memo only)
Rick Barnett (e-mail memo only)
file



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 Owasso Independent School District in Tulsa County, Oklahoma, a/k/a **Owasso Public Schools**, hereinafter referred to as "ORGANIZATION".

The term of this agreement shall be from the 24 day of October, 2015 to 24 day of October, 2016, 3:30 pm. - 8:00 p.m.

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

FACILITY	DAYS	TIME
O'Brien	Aug 1, 2016	3:30pm-7:30pm

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 \$100 per event, for usage of the Park for Cross Country event.
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. 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.
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 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: _____ Date: _____
BOCC Chairperson

Organization: Independent School District No. 1 of Tulsa County, OK a/k/a Tulsa Public Schools.

Address: 12901 E. 86th St. Tulsa

Print Name: Blake Collins City, State and zip code: Wasson OK 74055

Signature: Blake Collins Telephone: 918-698-9481

E-mail: blake.collins@awassops.org

ATTEST:

COUNTY CLERK

Maty M
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2016

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 Arthur J. Gallagher Risk Mgmt Services Inc P O Box 3142 Tulsa, OK 74101	CONTACT NAME: Jennifer McKenzie PHONE (A/C, No, Ext): (918) 764-7137 E-MAIL ADDRESS: jennifer_mckenzie@ajg.com	FAX (A/C, No): 866-420-0695
	INSURER(S) AFFORDING COVERAGE	
INSURED Owasso Independent Schools as a Member of OSIG 1501 North Ash Owasso, OK 74055	INSURER A : Oklahoma Schools Insurance Group (a self-insured group)	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

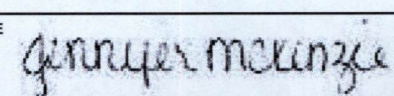
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SBLI Claims Made GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		OSIG-2016	07/01/2016	07/01/2017	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
A	AUTOMOBILE LIABILITY <input checked="" 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		OSIG-2016	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$ 125,000
						BODILY INJURY (Per accident)	\$ 1,000,000
						PROPERTY DAMAGE (Per accident)	\$ 25,000
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	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 <input type="checkbox"/>	N/A			WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						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)

* General Liability/School Board Legal Liability/Automobile Liability subject to Oklahoma Governmental Tort Claims Act \$125,000 BI / \$25,000 PD / \$1,000,000 Ea Acc

CERTIFICATE HOLDER Certificate Holder Tulsa Board of County Commissioners 2315 Charles Page Boulevard 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. AUTHORIZED REPRESENTATIVE 
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