
MEMO

APPROVED
1/9/2023



DATE: January 4, 2023
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – Bixby Optimist Club

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners on behalf of Tulsa County Parks Department and Bixby Optimist Club for use of the Bixby Community Center to hold a father/daughter valentine dance on Saturday, February 11, 2023 from 4:00 pm to 10 pm with set up to occur on February 10, 2023 from 9:00 am to 3:00 pm as further described in the attached.

Respectfully submitted for your approval and execution.

MME / jdf

SUBMITTED FOR: The January 9, 2023 BOCC meeting agenda.

CMF# 20230045



gym \$90/hr x 6 = 545
Kitchen 65

605.00 - 10% no profit group
60.85
\$544.50 due

APPROVED
1/9/2023

SPECIAL EVENT APPLICATION AND AGREEMENT FOR USE OF PARK FACILITIES

Applicant/Organization Information

Contact Name: Kevin Dean Company/Organization: Bixby Optimist Club
Contact Phone Number: 918-638-2184 Company Phone Number: same
Email Address: Kevin.D@WesternAssociates.com

Reservation Information

Facility/Park: Bixby Community Center Purpose of Event: Valentine Father/Daughter Dance
Event Date: Saturday 2/11/2023 Event Time: 9am-3pm 2/11 Dance
2:10 set-up 4pm 10:12am 4pm-10pm
Fees Owed: \$544.50

List equipment or additional items you will be bringing: DJ for music, Food snacks, drinks

User Agreement

This agreement is entered into by Tulsa County Parks and Recreation Department ("TULSA PARKS AND RECREATION") and Bixby Optimist, hereinafter referred to as "ORGANIZATION."

I, Kevin Dean, the undersigned, acting as representative for ORGANIZATION have read and understood the TERMS OF USE attached. I agree that fee payments will be made in full by phone at 918-596-5990 or by check, made out to, and delivered to:

Tulsa County Parks and Recreation Department
218 W. 6th St., Suite 230
Tulsa, OK 74119

HOLD HARMLESS AGREEMENT: ORGANIZATION will hold harmless TULSA PARKS AND RECREATION, Tulsa County and its Board of County Commissioners, its divisions, elected officials, employees, and agents, from all causes of action, demands, and claims of any nature, including the cost of their defense, arising in favor of facility users, activity participants, or third parties on account of injuries, death, damage, rental/event changes, or cancellation, or other matters arising out of this Agreement or activities at the premises, or their users' performance or nonperformance of their obligations/duties under this Agreement, or otherwise connected with the rental/event.

Kevin Dean
Organization Representative Signature

1/4/2023
Date

Tulsa County Board of County Commissioners (BOCC)

Attest:

Michelle Hill
Tulsa County Clerk



Approved as to form:

Andrew Mihelich
Asst. District Attorney

APPROVED
By Andrew Mihelich at 4:09 pm, Jan 04, 2023

Terms of Use on Page 2

CMF# 20230045



APPLICATION AND AGREEMENT FOR USE OF PARK FACILITIES

TERMS OF USE

Reservations and Fee:

- A reserved date is not guaranteed until fee payment is received for any Facility/Park use and this Agreement is signed and returned to the Tulsa County Parks and Recreation Department. All bookings must be cleared for date availability with the respective Park Maintenance Supervisor and Recreational Superintendent prior to signing this Agreement.
- TULSA PARKS AND RECREATION reserves the right to refuse the use of its facilities to any patron if it believes that such use would jeopardize the Facility. TULSA PARKS AND RECREATION further reserves the right to alter any arrangements in the planning phase or during the event if the safety and/or security of the Facility operations are threatened.

Insurance:

- ORGANIZATION shall provide a Comprehensive General Liability insurance certificate, issued by a company or companies authorized to do business in the state of Oklahoma, in the amount of no less than \$1,000,000, naming the Board of County Commissioners of the County of Tulsa as co-insured.
- ORGANIZATION shall provide a Product Liability insurance certificate, from each concession vendor (if applicable), issued by a company or companies authorized to do business in the state of Oklahoma, with limits of no less than \$1,000,000, naming the Board of County Commissioners of the County of Tulsa as co-insured (Certificate Holder).
- Until such policies of insurance reflecting the proper coverage have been submitted to and approved by the County, this Agreement shall be without force or effect.
- In the event of cancellation or termination of any of the insurance policies or certificates required, this Agreement shall immediately become null and void.
- ORGANIZATION further agrees that each program participant, along with each participant's parent(s) or legal guardian(s), shall sign a release of liability, in a form acceptable to TULSA PARKS AND RECREATION, which shall exonerate TULSA PARKS AND RECREATION, Tulsa County and its Board of County Commissioners, their agents, and employees from any and all liability as a result of injury to participants. These releases shall be delivered to Tulsa County Parks Department no later than one (1) week prior to the beginning of the program.

Event Logistics:

- To ensure proper follow-through and communications, ORGANIZATION must assign one (1) contact person to coordinate the event with TULSA PARKS AND RECREATION's Recreational Supervisor.
- ORGANIZATION shall be responsible for all security at the premises during the events.
- At least three (3) weeks prior to the event, ORGANIZATION must make an appointment for a walk-through of the event with the Recreational Supervisor. At the walk-through, details of the event including, but not limited to, erection of tents, tables, vendors, decorations, displays, music, security procedures, and set-up and break down times will be discussed in as much detail as possible.
- If weather or unforeseen circumstance causes the event's preferred locale to become unusable on the date(s) scheduled, an alternate location may be decided upon (depending on availability) at the discretion of TULSA PARKS AND RECREATION's Maintenance Supervisor. Otherwise, the ORGANIZATION will receive a refund for the event in the case of inclement weather or Facility conditions.
- TULSA PARKS AND RECREATION reserves the right to cancel, with or without cause, this Agreement with at least ten (10) days' notice.

Miscellaneous:

- ORGANIZATION shall not sublet any TULSA PARKS AND RECREATION space, nor assign, hypothecate, or mortgage this Agreement.

Tulsa County and its Board of County Commissioners (along with its divisions and employees) assumes no responsibility or liability whatsoever for the ORGANIZATION, its employees, agents, equipment, etc., or for the persons or property authorized by, or associated with the ORGANIZATION'S event, before, during, or after the event at the scheduled location. Tulsa County is hereby released and discharged from any and all responsibility and liability associated with any loss, injury, or damage associated with the event.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/04/2023

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 AMBA In CA dba Assn. Member Benefits & Insurance Agency P.O. Box 14521 Des Moines, IA 50306-4521	CONTACT NAME: PHONE (A/C, No, Ext): 800-503-9227 FAX (A/C, No): 515-365-3005	
	EMAIL ADDRESS: pldsteam.service@mercer.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Indemnity Insurance Co		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 Optimist International
 Optimist Club of Bixby
 Curtis L. Evans
 PO Box 335
 Bixby, Oklahoma 74008


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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO <input checked="" type="checkbox"/> LOC OTHER: <input type="checkbox"/> JECT	<input checked="" type="checkbox"/>	PHPK2409526	05/01/2022	05/01/2023	EACH OCCURRENCE	\$ 1000000
						DAMAGE TO RENTED PREMISES (Per occurrence)	\$ 100000
						MED EXP (Any one person)	\$ Excluded
						PERSONAL & ADV INJURY	\$ 1000000
						GENERAL AGGREGATE	\$ 2000000
						PRODUCTS - COMP/OP AGG	\$ 2000000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input type="checkbox"/>	PHPK2409526	05/01/2022	05/01/2023	COMBINED SINGLE LIMIT (Per accident)	\$ 1000000
						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 DED RETENTION \$	<input type="checkbox"/>				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	<input type="checkbox"/>	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)

Effective 02/10/2023 include as additional insured: Certificate Holder (CG2012) Board of County Commissioners, but only with respects to the named insured's negligence with regards to the Father Daughter Valentine Dance event to be held at Bixby Community Center on 02/10/2023 ending on 02/11/2023

CERTIFICATE HOLDER Board of County Commissioners Tulsa HQ 218 West 6th Street Tulsa, OK 74119,	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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