
MEMO

APPROVED
02/18/2020



DATE: February 12, 2020
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – Oxford House

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 Special Event Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and Oxford House for the Oxford House 5k run and walk to be held at LaFortune Park on April 4, 2020.

Respectfully submitted for your approval and execution.

MME / arh

SUBMITTED FOR: The February 18, 2020 BOCC meeting agenda.

CMF# 20200367



Givens
130-20

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SPECIAL EVENT AGREEMENT

I. ALLOWED USE

This Agreement is entered into this 18th day of December, 2019 between the Tulsa County Board of County Commissioners (“BOCC”) on behalf of the Tulsa County Parks Dept. and Oxford House Recovery 5k run and walk (“Organizer”) covering the Oxford House 5k run and walk (“Event”) to be held at LaFortune Park:

DATE(S):	<u>April 4, 2020</u>
TIME(S):	<u>12pm-5pm</u>
LOCATION:	<u>LaFortune Garden and trails</u>
SET UP:	<u>12pm</u>
BREAK DOWN:	<u>5pm</u>

Tulsa County does not discriminate in the use of its Facilities on the basis of race, creed, sex, or national origins and requires a commitment in writing to the effect from any Patron.

II. RESERVATIONS AND DEPOSITS

- A. A reserved date is not guaranteed until a deposit is received for any Facility/Park use and this Agreement is signed and returned by the Organizer’s Event Coordinator, Chris Davis, to the Tulsa County Parks Dept. All bookings must be cleared for date availability with the respective Park Maintenance Supervisor and Recreational Superintendent prior to signing this Agreement. Rental restrictions may be in effect during Tulsa County–sponsored events.
- B. Tulsa County Parks Dept. reserves the right to refuse the use of its Facility/Park to any Patron if the Tulsa County Parks Dept., in its sole discretion, believes that such use would jeopardize the Facility/Park. Tulsa County Parks Dept. further reserves the right to alter any arrangements in the planning phase or during the Event if the safety or security of the Facility/Park or Tulsa County Parks Dept. operations are threatened. Reservations may not be approved should the intended use be considered incompatible with the image of the Tulsa County Parks Dept., based on the sole and absolute discretion of the Tulsa County Parks Dept.

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- C. **Payment description** \$125 for trail usage

III. INSURANCE

- A. During the term of this agreement, Organizer shall, at its sole expense, maintain in full force and effect, an insurance policy written by an insurance company authorized to do business in the State of Oklahoma, in such form and with such endorsements as shall protect Tulsa County against any and all damages, loss claim or expense resulting from the operations of this event.

The requisite insurance certificates must specifically name the Board of County Commissioners of Tulsa County, Oklahoma as an additional insured therein, and until such policies of insurance reflecting the proper coverage have been submitted to and approved by BOCC, this agreement shall be without force or effect.

- B. Organizer must provide a Comprehensive General Liability insurance certificate, which provides evidence of personal liability insurance with the following limits:
 1. Bodily injury, \$100,000.00 per individual any single accidents;
 2. Bodily injury, \$1,000,000.00 multiple claimants any single accident; and
 3. Property damage, \$50,000.00 each accident.
- C. Organizer must also provide a Product Liability insurance certificate from each food concession vendor, if applicable, with the following limits:
 1. Bodily injury, \$100,000.00 per individual any single accident; and
 2. Bodily injury, \$1,000,000.00 multiple claimants any single accident.

IV. SECURITY

- A. Organizer agrees to provide, at its sole expense, adequate security for the Event utilizing trained "CLEET", certified officers. **include coordinating LEOs if necessary**
- B. Barricades and signage will also be required to direct vehicles and pedestrians in order to prevent damage to park turf areas or any other park amenity.

V. HEALTH ISSUES/PUBLIC SANITATION

Organizer will furnish two (2) portable toilets and one (1) additional toilet that is handicapped accessible, if there are over five hundred (500) persons in attendance.

VI. EVENT LOGISTICS

- A. To ensure proper follow-through and communications, Organizer must assign one (1) contact person to coordinate the Event with the Tulsa County Parks Dept. Special Event Coordinator, Patricia Motte-Ward.
- B. At the time event is scheduled with the Special Events Coordinator, Organizer must:
 - 1. Supply exact time, estimated number of participants and type/description of the Event; and
 - 2. Make an appointment for a walk-through within three (3) weeks of the event with, Special Events Coordinator. At the walk-through, details of the event including, but not limited to, erection of tents, tables, vendors, decorations, displays, music groups, security procedures, set-up and break-down times will be discussed in as much detail as possible.
- C. If weather causes the Event's preferred locale to become unusable on the date(s) scheduled, an alternative location for the Event will be decided upon at the discretion of Brad, 918-498-6235. If Event set up requires previous day preparation and weather interferes with such, Brad has until 4:00 P.M. on the day prior to the Event to make the decision whether or not the Event may be moved to a more feasible location.
- D. Organizer will receive a refund for the Event in the case of rain out.
- E. Organizer must make arrangements with Memorial High School for parking.

VII. MISCELLANEOUS

- A. **Tulsa County assumes no responsibility or liability whatsoever for Organizer, its employees, agents, equipment, clothing or the persons or property authorized by, or associated with, Organizer's participation in the 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 such loss, injury or damage associated with the Event.**

I HAVE READ AND AGREE TO COMPLY WITH THE TULA COUNTY PARKS DEPT. AND THE TERMS AND CONDITIONS OF THIS AGREEMENT.

ORGANIZER

By: Thomas Floyd

Thomas Floyd Senior Outreach Coordinator
Name (print) Title

Address: 2436 E 10th St Apt 102

Tulsa, OK 74104

Telephone: (918) 316 - 0464

E-mail: thomas.floyd@oxfordhouse.org

TULSA COUNTY BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Chairman Pro Tem

Attest:
[Signature]
Tulsa County Clerk

Approved as to form:
James G. Rea Digitally signed by James G. Rea
Date: 2020.02.11 18:24:45 -06'00'
Asst. District Attorney



CERTIFICATE OF INSURANCE

PRINT DATE: 1/30/2020

CERTIFICATE NUMBER: 20200129758101

AGENCY:

Edgewood Partners Insurance Center
2727 Paces Ferry Road, Building Two, Suite 1500
Atlanta, GA 30339
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

USA Track & Field, Inc. Oxford House Alumni Association
130 East Washington Street, Suite 800
Indianapolis IN 46204

INSURERS AFFORDING COVERAGE:

INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058

EVENT INFORMATION:

Oxford House Recovery Run (4/4/2020 - 4/5/2020)

POLICY/COVERAGE INFORMATION:

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHPK2050515	11/1/2019 12:01 AM	11/1/2020 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$3,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$3,000,000
A	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHUB697455	11/1/2019 12:01 AM	11/1/2020 12:01 AM	EACH OCCURRENCE \$10,000,000
					AGGREGATE \$10,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an additional insured per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002)

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01)

The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

Excess policy follows form of underlying General Liability.

CERTIFICATE HOLDER:

Tulsa County Board of Commissioners
2315 Charles Page Blvd
Tulsa OK 74127

NOTICE OF 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:

