
MEMO

APPROVED
8/28/2023



DATE: August 23, 2023
FROM: Lisa L. Moore
Assistant Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – The BBQWich

A handwritten signature in black ink, appearing to read "Lisa L. Moore".

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners of Tulsa County on behalf of Tulsa County Parks Department and The BBQWich to provide food concessions at LaFortune Park for one-year beginning September 1, 2023, through May 30, 2024, at a rate of \$100.00 per month as further described in the attached.

Respectfully submitted for your approval and execution

LLM / dcc

SUBMITTED FOR: The August 28, 2023 BOCC meeting agenda.

CMF# 20231501



APPROVED
8/28/2023

CONCESSION AGREEMENT

Contact Name: Kenneth Quigley Business Name: The BBQWich
Contact Phone Number: 208-271-2129 Business Phone Number: 208-271-2129
Services will be provided at the following address: LaFortune Park 5501 S. Yale Ave
Tulsa, OK 74135
Dates of Service: Annual Commencing September 1, 2023 to Ending May 30, 2024
One Time Payment Due N/A Monthly Payment Due \$100 Due By 1st of the month

Terms and Conditions

HOLD HARMLESS AGREEMENT: Tulsa County, its divisions, elected officials, employees, and agents, while acting within the scope of their duties, shall be held harmless against any claim for injury, loss, or damage to person or property arising from concessionaire's operations.

Insurance:
• CONCESSIONAIRE shall provide a Product Liability insurance certificate, 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 Tulsa County Board of County Commissioners as co-insured (Certificate Holder).
• CONCESSIONAIRE 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 Tulsa County Board of County Commissioners as co-insured.
• 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.

Logistics:
• 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.
• CONCESSIONAIRE shall not obstruct or impede vehicular or pedestrian traffic, or interfere in any way with normal park activities.
• Unless the parties agree to renew the Agreement, this Agreement shall terminate on June 1, 2024. The Agreement may be renewed with these terms or any additional terms as the parties agree, but in no event shall the Agreement be renewed until approved by the Board of County Commissioners of Tulsa County at their sole discretion.
• Nothing contained herein shall be construed to create a partnership or other such association between county and CONCESSIONAIRE. All services rendered by CONCESSIONAIRE shall be supplied in the capacity of independent contractor and in no event shall CONCESSIONAIRE act as agent, partner, employee, or joint venture of the County.
• CONCESSIONAIRE is responsible for providing a whisper quiet generator to provide power for their operation. They can not use parks electrical services.

Termination:
• Failure of CONCESSIONAIRE to comply with any or all of the terms of this agreement shall be grounds for immediate termination of this Agreement.
• This Agreement may be terminated by either party for any reason with at least thirty (30) days written notice to the other party.

Tulsa County assumes no responsibility or liability whatsoever for the CONCESSIONAIRE, its employees, agents, equipment, etc., or for the persons or property authorized by, or associated with the CONCESSIONAIRE, before, during, or after the service at the scheduled location and time. Tulsa County is hereby released and discharged from any and all responsibility and liability associated with any loss, injury, or damage associated with the CONCESSIONAIRE.

Signatures

[Signature]
Concessionaire

08-22-23
Date

[Signature]
Chairperson (BOCC)

8/28/2023
Date

[Signature]
County Clerk



8/28/2023
Date

Approved as to form
[Signature]
District Attorney

8/23/23
Date

CMF# 20231501



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2023

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 Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No., Ext): (855) 222-5919		FAX (A/C, No.):
	E-MAIL ADDRESS: support@nextinsurance.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Next Insurance US Company			16285
INSURER B:			
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 664498445 **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: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	NXTYVYR7FW-00-GL	07/05/2023	07/05/2024	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$15,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$2,000,000.00 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> 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					COMBINED SINGLE LIMIT (Ea accident) \$ 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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)

The Certificate Holder is Tulsa County Board of County Commissioners. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER **CANCELLATION**

Tulsa County Board of County Commissioners
 218 W 6th St
 Tulsa, OK 74119

LIVE CERTIFICATE



Click or scan to view

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

