

PENDING APPROVAL

02/03/2010 09:54 9471199

OSU OK CO EXTENSION

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OKLAHOMA COUNTY
PURCHASE ORDER PAYMENT APPROVAL (STANDARD)

Page No.:1 Of 1 Pages

Report Date: 02 FEB 2010

Check No: _____

Meeting Date: ___/___/___

Purchase Order No.: 21005108

Requisition No.: 11004625

Department Information

Vendor Information

Department: OSU Extension
Appropriation Account: 1001.2010.00000

ID
3018

Fiscal Year: 2010
Account Type: Expense
Warrant #: _____

Name
STATE FAIR OF OKLAHOMA

Award #: _____

W-9 # 00-01 01-02

Purchase Order and Requisition Information

Req No: 11004625 Creation Dt: 01 FEB 2010
Req Desc: NOC, BUILDING RENTAL FOR THE OKLA CO SPRING LIVESTOCK SHOW

P.O. No: 21005108 Creation Dt: 02 FEB 2010
PO Desc: NOC, BUILDING RENTAL FOR THE OKLA CO SPRING LIVESTOCK SHOW

Purchase Order Details

Line No.	Line Description	Amount	Raise	Lower	Cance	Sub Total
1	BUILDING RENTAL OR LEASE Chg Acct: 1001.7100.54102	\$7,105.00				
	P.O. Total:	\$7,105.00				

CERTIFICATION OF DOCUMENTATION FOR
PAYMENT - TITLE 19 O.S. 1505010

DATED THIS _____ DAY OF _____ 20____

BY: _____
CAROLYNN CAUDILL, COUNTY CLERK

APPROVAL BY DEPARTMENT HEAD
APPROVAL DATE: _____

PURCHASING AGENT

DEPARTMENT HEAD

Jane Gaston, Purchasing Director

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 2 / 1 / 10

COUNTY DEPARTMENT MAKING REQUEST: OSU Extension

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: _____

Review contract for legality

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

La Donna Dunlop
COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: 2/1/10

REPLY BY DISTRICT ATTORNEY: Reviewed

DAVID W. PRATER
DISTRICT ATTORNEY

By: _____

RECEIVED

FEB - 1 2010

CIVIL DIVISION
DISTRICT ATTORNEY



STATE FAIR PARK
OKLAHOMA CITY

Oklahoma State Fair, Inc.

P.O. Box 74943 3001 Gen. Pershing Blv
Oklahoma City, Oklahoma 73147
(405) 948-6700

Oklahoma County Free Fair
Ray Vaughn
930 N. Portland
Oklahoma City OK 73107

(405) 713-1125

CONTRACT TO USE STATE FAIR PARK FACILITIES - Interim Period

Subject to the Rules and Regulations adopted by the Board of Directors, Oklahoma State Fair, Inc., for the use of State Fair Park Facility or Facilities named below, permission is hereby granted to: COMPANY OR INDIVIDUAL

Oklahoma County Free Fair

Hereinafter referred to as lessee to use and occupy facilities listed below with move-in, show, and move-out dates, for the following and no other purpose than the presentation of:

The February 2010 Oklahoma County Livestock Show. Open to the Public. Admission is Free

FACILITY	MOVE-IN	SHOW DATE(S)	MOVE-OUT
See Attachments			

Lessee shall pay Oklahoma State Fair, Inc. for the use of said facility or facilities, the sum of \$7,105.00 * OR N/A% of the gross receipts (after deduction of Federal, State, and Municipal taxes) whichever is greater for the scheduled event, PLUS any additional fees for move-in, move-out, still day rentals as may be set forth elsewhere herein, in the following manner:

- (A) ON SIGNING CONTRACT: \$3,552.50
- (B) ON DAY OF MOVE-IN: \$3,552.50
- (C) AT END OF SHOW: Charges for miscellaneous support equipment / services requested by Lessee.

SPECIAL CONDITIONS AGREED TO:

- 1) If Percent: (TOTAL FACILITY RENTAL / GUARANTEE: \$7,105.00
- 2) Lessee agrees to be responsible for building damages (excluding normal wear & tear) and loss of or damages to equipment.
- 3) Lessee will be responsible for security and traffic / parking control as required by State Fair Management.
- 4) The above price is for building rental ONLY and does not include support equipment or services as may be requested by Lessee.
- 5) Any third party catering or food and beverages must have prior approval by State Fair and Ovations Food Services, and will be subject to a fee, payable to State Fair, of fifteen percent (15%) of the gross caterer's fee, after applicable taxes.
- 6) Lessee agrees to pay State Fair for natural gas and electricity consumed by the facilities rented, with payment due at final settlement.
- 7) ANY ATTACHMENTS HERETO BECOME AN INTEGRAL PART OF THIS CONTRACT. SEE ATTACHMENT # 1 DATED January 20, 2010

If, for any reason, the rental is not paid, it is agreed that the monies generated by box office receipts will be placed in the possession of Oklahoma State Fair, Inc. to be applied to the payment of the rental and the Lessee waives all rights to that portion of the box office receipts necessary to pay the rental. LESSEE agrees to abide by the Rules and Regulations of the Oklahoma State Fair, Inc. See attached insurance requirement.

AGREED TO AND SIGNED THIS 20th DAY OF January, 2010

LESSEE (Oklahoma County Free Fair)

OKLAHOMA STATE FAIR, INC.

PENDING APPROVAL

ATTACHMENT #1 to Oklahoma State Fair Contract# 08276, dated January 20, 2010, between Oklahoma County Free Fair, (hereinafter referred to as Lessee) and the Oklahoma State Fair (hereinafter referred to as State Fair).

The State Fair will provide the following for the presentation of the February 2010 Oklahoma County Junior Livestock Show:

1. HORSE BARN #3:

MOVE-IN: beginning at 8:00 a.m., Friday, February 26, 2010.
SHOW: Saturday, February 27, 2010.
MOVE-OUT: by Midnight, Saturday, February 27, 2010.

2. SUPER BARN:

MOVE-IN: beginning at 8:00 a.m., Friday, February 26, 2010.
SHOW: Friday, February 26 through Saturday, February 27, 2010.
MOVE-OUT: by midnight, Saturday, February 27, 2010.

3. SALES FACILITY:

MOVE-IN: beginning at 8:00 a.m., Friday, February 26, 2010.
SHOW: Friday, February 26, 2010.
MOVE-OUT: by Midnight, Friday, February 26, 2010.

4. Utilities as required for the show.
5. Labor and available panels for pen and ring set-up/teardown for one hundred seventy five (175) pens and standard ring size.
6. Clean-up of one hundred seventy five (175) pens and twenty five (25) head of cattle.
7. Use and cleanup of twenty five (25) horse stalls in contracted facilities.
8. Paging/Public address system for the contracted facilities.
9. Announcer stand in barn area.
10. Up to twelve (12) chairs and six (6) tables for use within the contracted facilities.
11. Two (2) sets of bleachers (exact location to be determined).
12. An eight foot by eight foot stage.
13. Up to twelve (12) rope standards

The State Fair will provide the above facilities/services at a cost to the Lessee of seven thousand one hundred five dollars (\$7,105.00).

IN ADDITION:

14. It is understood by the parties hereto that State Fair has reduced facility rental only by twenty five percent (25%).
15. Lessee agrees to pay State Fair such other fees due for facilities or services not specifically mentioned herein as maybe required by Lessee and performed by State Fair when specified and mutually agreed upon by parties hereto.
16. Recreational vehicle and camper parking will be available at the State Fair R.V. Park for eighteen dollars per night. Collection of the fee will be the sole responsibility of State Fair. Lessee agrees there will be no overnight camping allowed in areas other than the R.V. Park. Lessee agrees to aid State Fair when necessary, in policing unauthorized parking and/or hookups of R.V.'s and campers on the Fairgrounds pertaining to the show.

OKLAHOMA COUNTY FREE FAIR

OKLAHOMA STATE FAIR, INC.

DATE

DATE