

PENDING APPROVAL

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST SHEET

For The 6/23/2010 Agenda
(DATE)

DEPARTMENT: Free Fair REQUESTED BY: LaDonna Dunlop x1125

REQUISITION NO: 11007806 REQUISITION SHEET ATTACHED: X YES N/A

NAME OF FUNDS: Free Fair

FUND NUMBERS: 1001 ; 7100 ; 54102 ;

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION? YES x NO

AGENDA ITEMS CONTAINING PRIVACY-PROTECTED OR SECURITY INFORMATION WILL NOT BE HYPERLINKED TO THE AGENDA

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: 2

AGENDA ITEM READS AS FOLLOWS: _____

Discussion and possible action for approval of Contract between the State Fair of Oklahoma and the Oklahoma County
Free Fair for the use of State Fair Park Facility or Facilities for the purpose of the presentation of the Oklahoma County
Free Fair, beginning August 26, 2010, and ending August 28, 2010. Approved as to form and legality by the
District Attorney. (Document received)
Pending encumbrance of funds and becoming effective on July 1, 2010.

\$ 13,086.37

APPROVED BY DA
(If Applicable)

[Signature]
Asst. District Attorney

6/10/2010

APPROVED BY Engineer
(If Applicable)

County Engineer

APPROVED BY PURCHASING
(If Applicable)

[Signature]
Purchasing Agent

Please initial that document has been reviewed for privacy-protected or security information.

DISTRICT ATTORNEY: YES N/A

COUNTY CLERK: QC YES N/A

Indicate any privacy-protected information that exists _____

(NOTE; THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)

DATE OF REQUEST: _____

APPROVED BY: _____
Chairman

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: 6 / 10 / 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).

LaDonna Dunlap
COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: 6/10/10

REPLY BY DISTRICT ATTORNEY: Reviewed

RECEIVED
JUN 10 2010
CIVIL DIVISION
DISTRICT ATTORNEY

DAVID W. PRATER
DISTRICT ATTORNEY

By: [Signature]

STATE OF OKLAHOMA
OKLAHOMA COUNTY
RECORDED OR FILED
2010 JUN 10 P 3:28
STATE OF OKLAHOMA
CANDACE M. DAVIS
CLERK

PENDING APPROVAL

Oracle Applications - PROD

File Edit View Folder Tools Window Help

ORACLE

Requisitions (Oklahoma County) - [New]

Number: 11007806 Type: Purchase Reqt Preparer: Birchall, Janet E.
Description: NOC, BUILDING R Status: Incomplete Total: USD 13,086.37

Lines Source Details Details Currency

| Num | Type | Item | Rev | Category | Description | UOM | C |
|-----|---------|------|-----|----------------|--------------------|------|---|
| 1 | Blanket | | | SERVICE.REAL I | BUILDING,PENS,TABL | Each | 1 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Destination Type: Expense Source: Supplier
Requester: Birchall, Janet E. Supplier: STATE FAIR OF OKLAHOM
Organization: OSU Extension Site: REMIT
Location: OSU Extension Contact:
Subinventory: Phone:

Catalog... Distributions Approve... Open

FRM-40400: Transaction complete: 2 records applied and saved.
Record: 1/1 <OSC>

Start Microsoft Acc... Time & Attenda... Agenda Item ... Inbox - Micros... 3 Internet ... Microsoft Word 73°F 9:50 AM



Oklahoma State Fair, Inc.

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

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

Contract Number: 08356

(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 Oklahoma County Free Fair. Open to the Public. Admission is Free.

Table with 4 columns: FACILITY, MOVE-IN, SHOW DATE(S), MOVE-OUT. Row 1: See Attachments, -, -, -

Lessee shall pay Oklahoma State Fair, Inc. for the use of said facility or facilities, the sum of \$13,086.37 * 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: \$6,543.18
(B) ON DAY OF MOVE-IN: \$6,543.19
(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: \$13,086.37
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) EXECUTION OF THIS CONTRACT CANCELS AND SUPERSEDES OKLAHOMA STATE FAIR CONTRACT # 8336, DATED April 14, 2010.
8) ANY ATTACHMENTS HERETO BECOME AN INTEGRAL PART OF THIS CONTRACT. SEE ATTACHMENT # 1 DATED May 10, 2010.

PENDING APPROVAL

ATTACHMENT #1 to Oklahoma State Fair Contract# 08356, dated May 10, 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 August 2010 Oklahoma County Free Fair:

1. CENTENNIAL BUILDING

MOVE-IN: beginning at 8:00 a.m., Tuesday, August 24, 2010.
SHOW: Friday, August 27 through Saturday, August 28, 2010.
MOVE-OUT: by Midnight, Saturday, August 28, 2010.

2. HORSE BARN #3

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

3. SALES FACILITY, PERFORMANCE ARENA and HORSE BARN #7

MOVE-IN: beginning at 8:00 a.m., Friday, August 27, 2010.
SHOW: Friday, August 27 through Saturday, August 28, 2010.
MOVE-OUT: by midnight, Saturday, August 28, 2010.

4. Utilities as required for the show.
5. Labor and panels for pen and ring set-up/teardown for one hundred (100) pens and standard ring size.
6. Clean-up of one hundred (100) pens and fifty (50) head of cattle.
7. Use and cleanup of up to twenty five (25) horse stalls in contracted facilities.
8. Paging/Public address system for the contracted facilities and use of one portable pa system for three (3) days.
9. Announcer stand in barn area.
10. Use of up to two hundred sixty (260) tables and one hundred (100) chairs for use within the contracted facilities.
11. An eight foot by eight foot stage in contracted facilities.
12. Use of up to twelve (12) rope standards in contracted facilities.
13. Use of up to forty (40) dress stands in contracted facilities.
14. Use of up to five (5) picnic tables in contracted facilities.
15. Dirt work as required in Super Barn and Horse Barn #3.

The State Fair will provide the above facilities/services for a total cost to Oklahoma County Free Fair of thirteen thousand eighty six dollars and thirty seven cents (\$13,086.37).

IN ADDITION:

16. It is understood by the parties hereto that State Fair has reduced facility rental only, by twenty five percent (25%).
17. Lessee agrees to pay State Fair such other fees due for facilities or services not specifically mentioned herein as may be required by Lessee and performed by State Fair when specified and mutually agreed upon by parties hereto.
18. 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

PENDING APPROVAL

Oklahoma State Fair, Inc.

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

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

Contract Number: 08356

(405) 713-1125

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 10th DAY OF May, 2010

LESSEE (Oklahoma County Free Fair)

OKLAHOMA STATE FAIR, INC.

Ray Vaughn
LESSEE
6/10/2010

Ray