
MEMO

APPROVED
08/10/2020



DATE: August 5, 2020
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – Rusty Meyers

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 Performance Agreement between the Board of County Commissioners of Tulsa County on behalf of the Tulsa County Parks Department and Rusty Meyers for the purpose of providing an entertainment program at LaFortune Park on September 4, 2020.

Respectfully submitted for your approval and execution.

MME / arh

SUBMITTED FOR: The August 10, 2020 BOCC meeting agenda.

CMF# 20201997

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PERFORMANCE AGREEMENT

This Agreement is entered into this 10th day of August 2020, between the Board of County Commissioners of Tulsa County ("County") and **(Rusty Meyers)** ("Performer") for the purpose of providing an entertainment program through the Tulsa County Parks Department.


TERMS:

- 1 Performer agrees to provide 1 performance(s) on September 4, 2020 for 2 HOURS beginning at 7:00 [a.m./p.m.] and ending at 9:00 [a.m./p.m.]. Performer acknowledges that a 15-20 minute intermission will be taken midway through the performance(s). *(This is not applicable for performances played under 1 hour.)*
- 2 Performer will provide all necessary equipment for the performance except as specified by the County.
- 3 Performer will present an invoice for payment to the Parks staff at the conclusion of the performance(s).
- 4 Performer recognizes and acknowledges that Performer is an independent contractor to the County and that the County owes no legal obligations to the Performer except those contained within this agreement and any enumerated in Oklahoma State Statutes which are applicable to the County.
- 5 County will pay the Performer \$600.00 per performance upon receipt and processing of the invoice.
- 6 County will provide (a) the staging area at LaFortune Park At An Outdoor Gazebo (b) electricity; and (c) bottled water for the Performer(s).
- 7 Performer will be responsible for the removal of the Performer's equipment from the premises and at the end of the performance in a timely and reasonable manner.
- 8 Performer must present any special requests or needs to the Parks Staff at least 30 days prior to the performance date.
- 9 In the event that the performance must be cancelled due to circumstances beyond the County's or the Performer's control [weather, electrical malfunctions, illness, etc.], the Performer and the County will reschedule the performance at the mutually agreeable date and time.
- 10 The Board of County Commissioners of Tulsa County is responsible for all applicable fees, permits and licenses.
- 11 County assumes no responsibility or liability whatsoever for performer's person, equipment or clothing (or other persons or property authorized by performer to perform this contract) before, during or after the performance at this location and County is hereby released and discharged from any and all responsibility and liability associated with any such loss, injury or

CMF# 20201997


ENTIRETY OF AGREEMENT

The terms set forth above constitute the entire agreement between County and Performer and supersedes any previous oral or written agreements. The Laws of the State of Oklahoma shall govern the terms of this agreement.



Chairperson
Board of County Commissioners of
the County of Tulsa ("County")

08/10/2020
Date

Attest: 

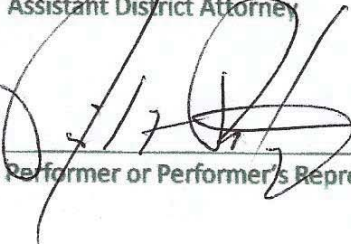
Michael Willis, County Clerk



James G. Rea Digitally signed by James G. Rea
Date: 2020.07.30 10:54:22 -05'00'

Approved as to form
Assistant District Attorney

Date



Performer or Performer's Representative

7/23/20
Date