

MEMORANDUM

TO: Matney Ellis, Assistant District Attorney

FROM: Richard Bales, Director
Tulsa County Park Division

SUBJECT: Park Division Performance Agreement

DATE: April 28, 2014

Matney, attached is a copy of an Event Agreement between "Scott Gantz Studio" a Photographer and the BOCC for the purpose of providing photography services through the Tulsa County Park Department for the May 10, 2014 "tennis Ball" event at the LaFortune Park Tennis Center.

Please review the agreement, sign off "Approved As To Form" if appropriate and return back to me for placement on the BOCC agenda.

rb:

xc: Pat Ward (e-mail memo only)
Frances Dodson (e-mail memo only)
file



EVENT AGREEMENT

This Agreement is entered into this 23rd day of April, between the Board of County Commissioners of Tulsa County ("County") and SCOTT GANTZ STUDIO ("Photographer") for the purpose of providing photography services through the Tulsa County Parks Department.

TERMS:

- 1 Photographer agrees to provide photography on MAY 10, 2014 for 4 hour(s) beginning at 5:30 [a.m./p.m.] and ending at 9:30 [a.m./p.m.].
- 2 Photographer will provide all necessary equipment for the event except as specified by the County.
- 3 Photographer will present an invoice for payment to the Parks staff at the conclusion of the event.
- 4 Photographer recognizes and acknowledges that Photographer is an independent contractor to the County and that the County owes no legal obligations to the Photographer except those contained within this agreement and any enumerated in Oklahoma State Statutes, which are applicable to the County.
- 5 County will pay the Photographer \$ 750 per event upon receipt and processing of the invoice.
- 6 County will provide (a) the staging area at LAFORTUNE PARK TENNIS 5302 S. HUDSON AVE TULSA OK (b) electricity; (c) bottled water for the Photographer(s); (d) food for Photographer(s).
- 7 Photographer will be responsible for the removal of the Photographer's equipment from the premises and at the end of the event in a timely and reasonable manner.
- 8 Photographer must present any special requests or needs to the Parks Staff at least 30 days prior to the event date.
- 9 In the event that the event must be cancelled due to circumstances beyond the County's or the Photographer's control [weather, electrical malfunctions, illness, etc.], the Photographer and the County will reschedule the event at the mutually agreeable date and time.
- 10 In the event a mutually agreeable time and date cannot be confirmed, the County agrees to pay _____ in liquidated damages to the Photographer for lost opportunity, if the cancellation was called by the County.
- 11 The Board of County Commissioners of Tulsa County is responsible for all applicable fees, permits and licenses.
- 12 County assumes no responsibility or liability whatsoever for Photographer's person, equipment or clothing (or other persons or property authorized by Photographer to perform this contract) before, during or after the event at this location and County is hereby released and discharged from any and all responsibility and liability associated with any such loss, injury or damage.

ENTIRETY OF AGREEMENT

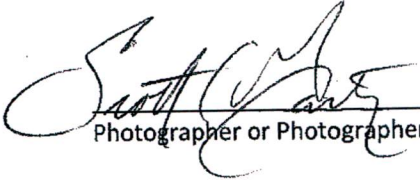
The terms set forth above constitute the entire agreement between County and Photographer and supersedes any previous oral or written agreements. The Laws of the State of Oklahoma shall govern the terms of this agreement.

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

Date

Approved as to form
Assistant District Attorney

Date



Photographer or Photographer's Representative

04-23-14
Date