
MEMO

APPROVED
4/29/2024



DATE: April 24, 2024
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – Oklahoma State University (OSU)

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 agreement between the Board of County Commissioners of the County of Tulsa, Oklahoma on behalf of Tulsa County Election Board and Oklahoma State University (OSU) for use of OSU-Tulsa Auditorium located at 700 N Greenwood Avenue Tulsa, Oklahoma 74106 for Precinct Official Training beginning April 30, 2024 through May 4, 2024, at a cost of \$2,250.00 as further described in the attached.

Respectfully submitted for your execution and approval.

MME / dcc

SUBMITTED FOR: The April 29, 2024 BOCC meeting agenda.

CMF# 20240684

FACILITIES USE AGREEMENT
OKLAHOMA STATE UNIVERSITY – TULSA

This agreement for facility use shall be between Oklahoma State University – Tulsa (OSU-Tulsa) and Tulsa County Election Board (“Permittee”).

1. **PERMITTED USES AND LIMITATIONS:** OSU-Tulsa agrees to permit the described use of the facility under the following terms and conditions:

A) Permittee is solely responsible for assuring that the facility authorized for use under this Agreement is not used for any unlawful purpose or unsafe activity, and Permittee shall comply with all OSU-Tulsa policies, rules and regulations and any applicable federal, state, or municipal law, including any applicable fire or building codes, as well as any policies, regulations, or laws implemented to prevent the spread of COVID-19.

B) OSU-Tulsa shall enforce all applicable laws, policies, rules, and regulations. OSU-Tulsa may enter all facilities at any time, and on any occasion without restrictions. Upon directions from authorized OSU-Tulsa personnel, Permittee shall stop its event or activity immediately and leave the facility. Permittee shall abide by all fire alarms and immediately evacuate the facility. OSU-Tulsa may interrupt any event or activity, may order the Permittee and the participants to evacuate the facility or may terminate the event or activity when, in its sole judgment interruption, evacuation or termination in the University’s best interest or in the interest of public safety.

C) Permittee shall not bring and shall ensure that no participant brings any alcoholic beverages, illegal drugs or tobacco products, into the facility or any part of the premises where the facility is located, including parking lots. OSU-Tulsa is a tobacco and vape-free campus. Use of tobacco, smokeless tobacco (including snuff, chewing tobacco and smokeless pouches) or vapor products is forbidden anywhere on campus, including parking lots. University Police officers may cite violations of this policy without warning. Alcoholic beverages may be served on the premises only with prior approval by OSU-Tulsa and in any event, may only be served by an OSU-Tulsa approved and appropriately licensed catering company. Pursuant to state law, no firearms are permitted in OSU-Tulsa buildings and Permittee must ensure that all participants comply with this provision. Permittee assumes all responsibility, risk, and liability associated with the serving of alcohol and will indemnify and hold harmless OSU-Tulsa from all occurrences arising out of the serving of alcohol.

D) Permittee shall use only the facility(ies) or portion of facility(ies) assigned for use under this Agreement during the Term, each identified in a separate attachment using the form of Exhibit A. Permittee and the participants may not use or enter any other facility building or portion of a building. Anyone who enters any area other than the one designated in this Agreement may be removed from OSU-Tulsa’s campus and buildings. Entry into or attempted use or use of an unassigned facility or building by Permittee is a breach of this Agreement and the Agreement will terminate with no refund due or owed to Permittee.

E) Ordinary courtesy will be expected at all times. All events must maintain a noise level that is not disruptive to other activities taking place. Business solicitation is prohibited on campus unless an exhibit table has been rented. Fishing and/or swimming is not permitted in the OSU-Tulsa pond.

CME# 20240684

F) Parking at OSU-Tulsa is free and unassigned, with limited exceptions. Parking spaces may not be blocked off or otherwise reserved by any organization unless pre-authorized in writing by an authorized OSU-Tulsa representative.

G) The event must end by a time to be agreed upon by the parties in advance and the facility completely vacant of all event guests, entertainers, speakers, and all other individuals by that agreed upon time, unless pre-authorized in writing by an authorized OSU-Tulsa representative. Failure to comply may result in an additional charge of \$100.00 per hour for every hour past the agreed upon time.

2. **CANCELLATION:** After being assigned a facility for use, Permittee may cancel its use of the facility without a cancellation fee provided Permittee give thirty (30) days advance written notice of cancellation to the University Scheduling Office. If Permittee cancels after that date OSU-Tulsa may charge a cancellation fee in the amount of the reservation fee plus any other costs incurred by OSU-Tulsa.
3. **FEES:** The Permittee shall pay all fees due under this Contract within forty-five days of the date an OSU-Tulsa invoice is mailed to or given to the Permittee. Fees paid after this date shall be subject to a late fee of \$25.00 unless otherwise discussed between OSU-Tulsa and Permittee prior to use of the facilities. Invoices not paid within sixty (60) days after date of invoice may result in cancellation of the Permittee's right to use OSU-Tulsa facilities. See Exhibit A for fee amounts not mentioned herein.
4. **INDEMNIFICATION:** Permittee shall be solely responsible for all claims, demands, judgments, costs and expenses (including attorney fees), which may occur by reason of injury, emotional distress or death to any person or damage or loss to any property arising from or alleged to be arising from Permittee's negligence or misconduct, from Permittee's use of the facility, from the obligations Permittee assumes under the terms of this Agreement, or from any of Permittee's vendors and contractors use of the facility. However, nothing in this clause shall relieve the University from liability caused by its sole negligence or willful misconduct.
5. **WAIVER OF LIABILITY:** In consideration of permission to use the facilities, staff, equipment and services of OSU-Tulsa in addition to the payment of any fee or charge, Permittee, on behalf of itself, its trustees, directors, officers, employees and agents, and for any successors and assigns, **does hereby release, waive, discharge and covenant not to sue** The Board of Regents for the Oklahoma Agricultural and Mechanical Colleges, Oklahoma State University, Oklahoma State University - Tulsa and any and all of its trustees, directors, officers, employees and agents (collectively "Released Entities") from any and all claims including the negligence of Released Entities resulting in personal injury, accidents or illnesses (including death) and damage to property arising from, but not limited to, participating in activities, classes, observation and use of facilities, premises, or equipment at OSU-Tulsa.
6. **PERMITTEE'S RESPONSIBILITY AND ASSUMPTION OF RISK:** The use of OSU-Tulsa property, facilities, staff, equipment, and/or services carries with it certain inherent dangers and risks that cannot be eliminated regardless of the care taken to avoid injuries, accidents or illnesses (including death), and damage to property. Permittee knows, understands and appreciates that these risks and other risk are inherent in the activities made possible by OSU-Tulsa Campus. Permittee hereby asserts that its participation is voluntary and that it knowingly assumes all such risks. Permittee also affirms that it has adequate medical or health insurance to cover any medical assistance any participant may require. Permittee assumes all responsibility, risk, and liability for all activities of Permittee, its employees, agents, invitees, contractors, subcontractors and licensees, directly OR indirectly conducted in connection with this Agreement, including environmental and hazardous substances liability whether

occurring during or after the term of this Agreement. In addition, if, under Section 1(B), OSU-Tulsa must interrupt or terminate Permittee's event or activity or must order Permittee and the participants to evacuate the facility, Permittee agrees to waive any claims for damages or compensation arising from the interruption or termination. Permittee shall be responsible for the conduct of all participants.

7. **INSURANCE:** Tulsa County and OSU-Tulsa are self-insured by Oklahoma statute.
8. **PERSONAL PROPERTY:** Permittee, not OSU-Tulsa, is solely responsible for loss of, or damage to, any personal property of Permittee, its guests, agents, employees, or invitees located on OSU-Tulsa property, before, during, or after the term of the Agreement. Items found and turned in to University Police may be retrieved at the University Police Office in Main Hall 1401.
9. **EQUIPMENT:** Generally, the Permittee must provide all equipment needed by Permittee. Storage space will not be provided. Permittee shall keep any equipment owned and used by Permittee at the facility in good working condition at all times at Permittee's own expense. The Permittee shall be responsible for repairing or replacing any equipment or other property owned by OSU-Tulsa and used by Permittee that is lost, damaged or otherwise rendered unfit for use. All damages that result from Permittee's failure to maintain its equipment in proper working order are the responsibility of the Permittee. OSU-Tulsa reserves the right to make or contract repair of such damages, as it deems appropriate, and to bill the Permittee for the actual costs of parts, materials and labor, and any potential loss of use of the facility.
10. **PERMITTEE'S CONTROL, VANDALISM and OTHER DAMAGES:** During the periods the Permittee uses the facility, Permittee is responsible for and control of its members, agents, employees, participants, spectators, and others admitted to the facility by Permittee. Permittee is responsible for repair of all damage caused by it, its participants or and vandalism that occurs during its use and/or damages and for the expense of cleanup at the conclusion of each use. Permittee shall not use any nails, hooks, tacks, tape, staples or screws in any part of the facility or building, nor shall Permittee make any alterations to the facility or building. The use of tent stakes, poles or anchoring devices that penetrate the ground are prohibited.
11. **CLEANING:** Permittee must clean the facility at the conclusion of the event so the facility is in a clean, safe and orderly condition. Any additional cleaning cost up to \$225.00 incurred by OSU-Tulsa as a result of Permittee's use prior to June 30, 2024 will be billed to Permittee, which Permittee expressly agrees to pay.
12. **ADVERTISING AND PUBLICITY:** Permittee may publicly identify its event and the location of the event in its advertisements and publicity. Permittee may not use OSU-Tulsa's logo without the express written consent of OSU-Tulsa. Other than identify the location of the event on OSU-Tulsa's campus, Permittee may not use OSU-Tulsa's name or say or imply that OSU-Tulsa is sponsoring, responsible for or in any way connected to Permittee's event. To ensure compliance, Permittee must provide copies of all proposed advertisements and publicity about the event to OSU-Tulsa's Scheduling Office before publishing the ads or publicity.
13. **COMPLIANCE WITH APPLICABLE LAW.** Permittee must comply with all applicable federal, state and local laws at all times. Permittee shall be solely responsible for any violations of law, including payment of any fines or penalties resulting from any violation of law by Permittee or participants in Permittee's event.

14. **MINOR PARTICIPANTS:** OSU-Tulsa requires the sponsoring organization provide one (1) adult per every ten (10) minor participants. “Minor participants” is defined as any person under the age of 18 associated with Permittee. These adult staff will be responsible for:
 - (a) preventing excessive noise and inappropriate behavior in rooms, parking lots and common areas.
 - (b) Providing first aid services when/if necessary. Medical services are not the responsibility of OSU-Tulsa
 - (c) Immediately notifying OSU-Tulsa staff of problems with the facility or of any injuries.
15. **AMENDMENTS:** This Contract may not be added to, modified or changed in any way except a written agreement signed by both Parties
16. **NO WAIVER:** The failure of OSU-Tulsa to insist upon the strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach of the Agreement shall not constitute a waiver by OSU-Tulsa of subsequent breach of the same or any other provision.
17. **ENTIRE AGREEMENT:** This Agreement is the entire agreement between the Parties and it supersedes all previous representations, discussions, and agreements between the Parties.
18. **ASSIGNMENT:** This Agreement is not transferable. The rights and obligation granted and assumed by Permittee may not be assigned, delegated or otherwise transferred.
19. **LAW AND VENUE:** The law of the State of Oklahoma applies to the Agreement. Any dispute that arises between the Parties that the Parties cannot resolve through negotiations, must be filed in the District Court in Payne County, Oklahoma.
20. **TERM AND TERMINATION:** This Agreement will be effective upon the latest signatory date below and will be in effect until June 30, 2024. (the “Term”).
21. **ADDITIONAL EVENTS:** Permittee may use the facility authorized under this Agreement for separate events as shall be described in separate documents and attached hereto.

[Signature Page Follows]

In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized officers, to be effective on the Effective Date provided herein.

Tulsa County Election Board (Permittee)

Stan Sallee
Signature

Stan Sallee
Printed Name

Chairman
Title

4/29/2024
Date

APPROVED AS TO FORM/ LEGALITY

Andrew C. Mihelich
ASSISTANT DISTRICT ATTORNEY
Andrew C. Mihelich

Attest: *Michael Willis*
Michael Willis, County Clerk



Oklahoma State University Tulsa

Jamie Edford
Signature

Jamie Edford
Printed Name

Director of Marketing and Communications
Title

April 22, 2024
Date

_____ **Initial**

**OSU-Tulsa Confirmation 700 N Greenwood Ave, Tulsa OK 74106 918-594-8252 tuls
events@okstate.edu**

(Exhibit A)

Organization:	Tulsa County Election Board Attn: Tommy Neal 555 N Denver Ave, Tulsa, OK 74103 918-403-9177 t				
Audio Visual:	NA				
Room Information:	Auditorium				
Event Name:	Precinct Official Training				
Notes:					
4/30/2024	Auditorium	8:00 AM	-	5:00 PM	\$450.00
5/1/2024	Auditorium	8:00 AM	-	5:00 PM	\$450.00
5/2/2024	Auditorium	8:00 AM	-	5:00 PM	\$450.00
5/3/2024	Auditorium	8:00 AM	-	5:00 PM	\$450.00
5/4/2024	Auditorium	8:00 AM	-	5:00 PM	\$450.00

We the undersigned, hereby agree to comply with the rules and regulations of OSU-Tulsa in the use of the facilities, and jointly and severally agree to be responsible for any damages that occur to the building or the equipment during such use. To extent allowable by law, we further agree to, at all times, save harmless and keep indemnified OSU-Tulsa from any and all claims, suits, actions, damages, costs, and expenses including court costs and counsel fees at law or in equity, and against all liability, losses and damages of any nature whatsoever arising from the use of all OSU-Tulsa common and public areas including any and all internal and external spaces of its facilities. We further agree to comply with all [OSU-Tulsa Facility Use Policies](#) and notes specified above.

LORI BURGAN 3/27/2024

Events Dept.

Organization Representative / Date

For Events Department Use Only

Completed by: Lori Burgan

Total Charges:

\$2,250.00

Rate: NP

See our 2024 updated rates here <https://tulsa.okstate.edu/conference-center/rates.html>