

CONTRACT FOR SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into on April 19, 2022, by and between **LEWIS COUNTY PARKS & RECREATION** (the “County”) and Plus1 Productions (the “Rodeo Producer”).

RECITALS

WHEREAS, the County is hosting a Rodeo for the community; and

WHEREAS, the County desires to engage the Rodeo Producer to produce the Lewis County Rodeo on August 20, 2022; and

WHEREAS, the Rodeo Producer has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. LINE OF AUTHORITY: Connie Riker, the Lewis County Parks & Recreation Director (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Rodeo Producer under this Agreement.

2. SCOPE OF SERVICES: All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by Rodeo Producer.

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Rodeo Producer’s compensation which are mutually agreed upon between the County and Rodeo Producer, shall be in writing and shall become part of this Agreement upon execution.

The Rodeo Producer agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Rodeo Producer shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Rodeo Producer and the County for the use and occupancy by the Rodeo Producer of any County facilities or space.

3. COMPENSATION: Subject to the maximum contract liability and all other provisions of this Agreement, the County agrees to pay to the Rodeo Producer, and the Rodeo Producer agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. MAXIMUM CONTRACT EXPENDITURE: The amount of funds appropriated for this Agreement is not to exceed Forty-Eight Thousand, Seven Hundred and Fifty Dollars (\$48,750) for fiscal year 2022. In no event shall the County be liable for payment under this

Agreement for any amount in excess thereof. The County is not under obligation to make any future appointment or allocation to this Agreement nor is anything set forth herein a limitation of liability for Rodeo Producer. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for such proposed expenditure.

There is an add-on amount possible, after written confirmation from the authorized representative of the County of one of the following options:

Digital Scoreboard at \$3,500; or

Digital Video Replay Board with professional support crew at \$7,500.

5. **TERM:** It is mutually agreed by the parties that the term of this Agreement shall be the summer of 2022, commencing with the Lewis County Rodeo on August 20, 2022 and ending with the site being cleared of all equipment, material and livestock by 9:00 am, August 21, 2022. The County **may, at its sole discretion, renew this Agreement for up to two additional one-year terms by giving written** notice to the Rodeo Producer by November 30th of each year for the following year. This Agreement and/or extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services during the preceding term.

6. **INVOICES:** Payments shall be made to the Rodeo Producer based upon invoices submitted by the Rodeo Producer, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Rodeo Producer within thirty (30) days, or within a mutually agreed upon period after County has received the completed invoices from the Rodeo Producer and is subject to the terms of Exhibit B. The County reserves the right to require such additional documentation. The signature of an officer of the Rodeo Producer shall appear on all invoices certifying that the invoice has been examined and found to be correct.

7. **CONFLICT OF INTEREST:** The Rodeo Producer agrees that no official, officer, or employee of the County shall have any personal or beneficial interest whatsoever in services or property described herein, and the Rodeo Producer further agrees not to hire, pay, or contract for services any official, officer, or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions, or work of the Rodeo Producer by placing the Rodeo Stock Contactor's own interests or interest of any party with whom the Rodeo Producer has a contractual arrangement, in conflict with those of the County.

8. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, agents, and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers, and/or Contractor's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, or resulting from the performance of this Agreement. This indemnification obligation of the Contractor shall not apply

if the claim, damage, loss or expense is caused by the sole negligence of the County. This indemnification obligation shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement, are reflected in the Contractor's compensation, and have been mutually negotiated by the Parties.

9. INDEPENDENT CONTRACTOR: The Rodeo Producer is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this agreement, all personnel assigned by the Rodeo Producer to perform work under this agreement shall be and remain at all times, employees of the Rodeo Producer for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY.

10. ASSIGNMENT: The Rodeo Producer covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part, without the prior approval of the Authorized Representative. Any attempt by the Rodeo Producer to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Agreement and all rights of the Rodeo Producer hereunder.

12. COUNTY REVIEW OF RECORDS: The Rodeo Producer agrees upon request of the Authorized Representative, at any time during the term of this Agreement, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Auditor, or any of their authorized representatives, all of its records associated with work performed under this Agreement for the purposes of making an audit, examination, or excerpts. The Rodeo Producer shall maintain such records until the expiration of three (3) years following the end of the term of this Agreement.

13. OWNERSHIP OF DOCUMENTS: Drawings, specifications, guidelines and any other documents prepared by the Rodeo Producer in connection with this Agreement shall be property of the County.

14. ASSIGNMENT OF COPYRIGHTS: The Rodeo Producer signs to the County the copyrights to all works prepared, developed, or created pursuant to this Agreement, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) display the work publicly. The Rodeo Producer waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

15. TERMINATION: The County shall have the right to terminate this Agreement, without cause, by giving written notice to the Rodeo Producer of such termination and specifying the effective date thereof, which notice shall be given at least sixty (60) days before the effective date of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Rodeo Producer pursuant to this

Agreement shall become the County's property. The Rodeo Producer shall be entitled to receive compensation in accordance with this Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of notice of termination. Notwithstanding the above, the Rodeo Producer shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Rodeo Producer.

16. NOTICES: Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of the Agreement, and all other notices shall be made as follows:

By the Rodeo Producer

to: Connie Riker, Director
Lewis County Parks & Recreation
1909 South Gold Street
Centralia, WA 98531
Connie.Riker@lewiscountywa.gov

By the County

To: John Jardine, Principal
Plus 1 Productions
PO Box 1449
Sandy, OR 97055
Productionsplusone@gmail.com

Said notices shall be delivered personally during normal business hours to the appropriated office above, or by prepaid first class U.S mail, via facsimile, email, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or person where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

17. NONDISCRIMINATION: In connection with the performance of work under this Agreement, the Rodeo Producer agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matter of compensation against any person who otherwise qualifies, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation marital status, or physical or mental disability.

18. GOVERNING LAW; VENUE: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Lewis. The Agreement shall be governed by the law of the State of Washington.

19. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Agreement by the Rodeo Producer shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Washington. The Rodeo Producer shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Agreement.

20. SEVERABILITY: In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of the Agreement it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

21. NO THIRD PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Rodeo Producer, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

22. PRIORITY OF PROVISIONS: In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

1st This Agreement, sections 1 through 27

2nd Exhibit C- Insurance Requirements

3rd Exhibit A – Scope of Services

4th Exhibit B- Method of Payment

23. HEADINGS; RECITALS: The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The Recitals to this Agreement are incorporated herein.

24. ENTIRE AGREEMENT: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, director, committee/commission member, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations,

amendments, changes or modifications to this Agreement shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Agreement.

25. INSURANCE: The Rodeo Producer shall be required to maintain the insurance requirement provided in Exhibit C attached hereto and incorporated herein by reference. Rodeo Producer shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Rodeo Producer's insurance coverage during the term of this Agreement.

26. FORCE MAJEURE: No party shall be liable for failure to perform hereunder if such failure is the result of force majeure. Any time limit shall be extended for the period of any delay resulting from any force majeure, or this Agreement may be terminated if such delay makes performance of the Agreement impossible or impracticable. Force majeure shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or action of government authorities.

27. COUNTY EXECUTION OF AGREEMENT: This Agreement is expressly subject to, and shall not be or become effective or binding on the County, until execution by all signatories of the County.

IN WITNESS WHEREOF. The County and the Rodeo Producer have executed this Agreement as of the above date.

PLUS 1 PRODUCTIONS

LEWIS COUNTY WASHINGTON

BY: *John Jardine*
John Jardine (Apr 19, 2022 13:24 PDT)
John Jardine, Plus 1 Productions

Apr 19, 2022
DATE: _____

BY: *Connie Riker*
Connie Riker, Director,
Lewis County Parks & Recreation

Apr 19, 2022
DATE: _____

Exhibit A

SCOPE OF SERVICES

Rodeo Production Producer shall furnish the following:

- I. Rodeo Producer shall produce a performance rodeo to take place during the 2022 Southwest Washington Fair commencing on the 20th of August, 2022 at the Southwest Washington Fairgrounds, Centralia, WA

Performance rodeo to include:

- i. A full rodeo with events consisting of Bull Riding, Bareback Riding, Saddle Bronc Riding, Breakaway Roping, Team Roping, Barrel Racing, Tie Down Roping, Steer Wrestling, plus the crowd pleasing mutton busting. There is an expectation of increased audience participation events to replace the Wild Horse Race.
- ii. The Rodeo Producer will apply within ten (10) days of signed contract to have the rodeo sanctioned by the NPRA with a request for it to be dual sanctioned by Pro-West. Rodeo Producer will make good faith efforts to meet the requirements for sanctioning.
- iii. Mutton Busting will be facilitated and arranged by the Lewis County Rodeo Advisory Committee. Time during the Rodeo must be arranged between producer and the County. Support from the producer as far as pens for the sheep, and moving them within the pens and arena will be needed.
- iv. Event must be a minimum of two hours, no longer than 4 hours from start to finish.

- II. Rodeo Producer shall furnish all supervision, quality stock, and equipment necessary to operate and organize all rodeo productions and slack including the following:

- i. Stock to cover all entries excluding sheep for mutton busting.
- ii. Announcer, at least two pick up men, arena directors, judge and timer, rodeo equipment, flags, barrier, electric eye, at least two bull fighters, time keepers, arena secretary, barrel man, rodeo clown assistance with rough stock chutes and sorting bulls.
- iii. Rodeo arena and chutes (including staff for complete set up/tear down and site must be cleared by 9am August 21, 2022)
- iv. Rodeo Producer agrees that stock shall be of the same quality and condition of stock provided at other rodeos in the area.

Producer's Initials: John Jardine
John Jardine (Apr 19, 2022 13:24 PDT)

County Initials: Connie Riker

- III. Rodeo Producer shall be responsible for all feeding and watering of livestock. Rodeo Producer is responsible for all injured livestock or for the loss of any livestock.
- IV. Rodeo Producer is responsible for the proper disposal of deceased livestock.
- V. Prize money (winnings and buckles) for each event is included as part of the payment from the County to the Rodeo Producer. If an event does not have a winner, the prize money of said event will be returned to the County.
- VI. Entry fees from all participants will be paid to Rodeo Producer who will then ensure that 100% of the entry fees are paid back to the winning contestants in each event.
- VII. The rodeo shall be under the sole supervision control and responsibility of the Rodeo Producer.
- VIII. Rodeo Producer will provide by May 1, 2022, the order of events. The contestant list will be provided by August 12, 2022.

Lewis County will provide the following:

- I. Guidance from the Lewis County Rodeo Advisory Committee.
- II. Administrative business promotion and advertising of the rodeo, including ticket sales. Paid for by the County
- III. Arrange for EMT, Ambulance and Fire Watch to be on site for the duration of the event. Paid for by the County.
- IV. Facilitate the Mutton Busting event including the coordination of entries, sheep & awards. Time must be allowed for this event within the Rodeo production.
- V. Provide a sound system for the event. Does not include hands-free device but has the capability.
- VI. Provide ticketing and crowd control staff with any costs incurred paid for by the county.
- VII. Camping spaces for Rodeo Production Team (up to 8 dry camping spots).
- VIII. County will keep all sponsorship funds received.

Producer's Initials: *John Jardine*
John Jardine (Apr 19, 2022 13:24 PDT)

County Initials: *Connie Riker*

Exhibit B

METHOD OF PAYMENT

County shall pay Rodeo Producer a deposit of 50% of the contracted amount after receipt of the invoice which can be no earlier than 30 days before the event and the balance after receipt of the final invoice after the successful completion of the event.

The agreed amount includes:

- A full rodeo production with the following events: Bull Riding, Saddle Bronc Riding, Bareback Riding, Breakaway Roping, Team Roping, Tie-Down Roping, Steer Wrestling, Barrel Racing, Mutton Busting and additional audience interaction activities.
- All required roughstock and timed event livestock.
- All required arena and back pen components (roping chute/boxes, panels, gates, bucking chutes, barrels, etc).
- High energy opening ceremony
- Announcer
- Sound Tech
- Pickup Men
- Bullfighters
- Judges
- Secretary
- Timers
- All production labor
- Contestant awards (buckles for each event and men's/women's all-around)
- Added money in the amount of \$2,500 per riding event, \$500 per timed event) to ensure quality contestants. In the event there is not a winner in an event, the final amount to be paid by the County will be reduced by the purse amount for that event.
- Required general liability insurance as indicated in Exhibit C.

Payouts (if sanctioned, will follow the payout rules of the sanctioning body):

Additionally, the Payouts will be 100% of the Entry Fees (as specified below) with a guaranteed purse from the Rodeo Producer of at least as indicated in the chart below:

Roughstock Events – Added money \$2500 for a total purse of \$3500 based on 10 contestants at \$100 per contestant.

1 st =\$1,400	3 rd = \$700
2 nd = \$1,050	4 th = \$350

Timed Events – Added Money \$500 for a total purse of \$1500 based on 10 contestants at \$100 per contestant.

1st=\$840
2nd = \$560
3rd = \$100

Producer's Initials: *John Jardine*
John Jardine (Apr 19, 2022 13:24 PDT)

County Initials: *Connie Riker*

Exhibit C

INSURANCE REQUIREMENTS

A. Insurance Requirements

The Rodeo Producer shall maintain commercial general liability insurance from an insurer licensed to do business in the State of Washington with coverage of not less three million dollars (\$3,000,000) per occurrence/five million dollars (\$5,000,000) aggregate. In addition, the following requirements shall apply:

- I. Lewis County, the Lewis County Parks & Recreation Department, and Lewis County's elected or appointed officials, officers, employees, agents, and volunteers shall be included as Additional Insureds either by way of a specific endorsement naming these parties, or by way of a blanket additional insured endorsement applicable when required by written contract or agreement.
- II. All insurance coverage maintained or procured pursuant to this Agreement shall be primary and non-contributory as to the above-named Additional Insureds either by way of a specific endorsement, or by way of a blanket waiver of subrogation provision applicable when required by written contract or agreement. Producer hereby waives its right of recovery against County.
- III. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for sub-contractors and employee acts). The policy will contain a severability of interest's provision.
- IV. The Rodeo Producer shall send the certificate of insurance naming Lewis County as "primary, non-contributory" additionally insured, whose address is: 1909 South Gold Street, Centralia, WA 98531.
- V. The Rodeo Producer, and not the County, shall be responsible for loss or damage to the Rodeo Producer's equipment and belongings while upon the Fairgrounds. The Rodeo Producer is advised, but not required to obtain suitable insurance at their own expense.

Producer's Initials: *John Jardine*
John Jardine (Apr 19, 2022 13:24 PDT)

County Initials: *Connie Riker*

2022 Rodeo Producer Contract

Final Audit Report

2022-04-19

Created:	2022-04-19
By:	Connie Riker (connie.riker@lewiscountywa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAACND884oes_crKgyxOqygAdl12vvR6Abn

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-  Document created by Connie Riker (connie.riker@lewiscountywa.gov)
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-  Document emailed to John Jardine (productionsplusone@gmail.com) for signature
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-  Document e-signed by Connie Riker (connie.riker@lewiscountywa.gov)
Signature Date: 2022-04-19 - 7:23:31 PM GMT - Time Source: server
-  Email viewed by John Jardine (productionsplusone@gmail.com)
2022-04-19 - 7:30:09 PM GMT
-  Document e-signed by John Jardine (productionsplusone@gmail.com)
Signature Date: 2022-04-19 - 8:24:47 PM GMT - Time Source: server
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