

**WASCO COUNTY FAIR**  
**PERSONAL SERVICES AGREEMENT**  
**with Cut MultiMedia, LLC**

THIS AGREEMENT is between Wasco County acting by and through the Wasco County Fair Board (“WCFB”) and Cut MultiMedia (“Contractor”). This Agreement shall be effective when signed by both parties.

**RECITALS**

- A. Contractor has the training, ability, knowledge, and experience to provide Services desired by the WCFB.
- B. WCFB selected Contractor to provide Services pursuant to a solicitation process consistent with its public contracting rules.
- C. The Services described below are to be provided by the Contractor.

**AGREEMENT**

**1. Services to be Provided**

Contractor shall provide WCFB with services as requested by WCFB as set forth in the scope of work attached as *Exhibit A/Proposal* (the “Services”).

**2. Term**

The term of this Agreement is effective March 1, 2024, and shall remain in effect until December 31, 2024.

**3. Compensation**

Contractor shall be entitled to exceed: **\$6080.00**, in less the Fair Board asks for work that will exceed hours agreed upon in proposal. If approved by board then Cut MultiMedia will receive \$40/hr for overage.

**4. Assignment/Delegation**

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other.

**5. Status of Contractor as Independent Contractor**

Contractor certifies that:

- a. Contractor acknowledges that Contractor is an independent contractor as defined by ORS 670.600 and not an employee of Wasco County, shall not be entitled to benefits of any

kind to which an employee of Wasco County is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of Wasco County for any purpose, Wasco County shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from Wasco County or third party) as a result of the finding and to the full extent of any payments that Wasco County is required to make (to Contractor or to a third party) as a result of the finding.

- b. Contractor represents that no employee of Wasco County, or any partnership or corporation in which Wasco County employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with this Agreement, except as specifically declared in writing.
- c. Contractor is not an officer, employee, or agent of Wasco County as those terms are used in ORS 30.265.

## **6. Indemnification**

Contractor agrees to indemnify and defend Wasco County and the WCFB and their respective officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in the Agreement, except to the extent that the liability arises out of the negligence of Wasco County and its employees or the WCFB. Contractor's indemnification shall also cover claims brought against the Wasco County under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

## **7. Insurance**

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified in attached **Exhibit B**. The procuring of required insurance shall not be construed to limit Contractor's liability under this Agreement. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement. Contractor insurance shall be primary and non-contributory.

## **8. Method and Place of Submitting Notice, Bills and Payments**

All notices, bills and payments shall be made in writing and may be given by personal delivery or mail. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices and other information.

**County:**

Administrator  
511 Washington St  
The Dalles, OR 97058

**Contractor:**

Cut MultiMedia

Notices mailed to the address provided for notice in this section shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery.

**9. Merger**

This writing is the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

**10. Ownership of Work Documents**

All work performed by Contractor and compensated by WCFB or Wasco County pursuant to this Agreement shall be the property of Wasco County upon full compensation for that work performed or document produced to Contractor, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers and grants to Wasco County all rights of reproduction and the copyright to all such documents.

**11. Labor and Material**

Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and Services necessary for the proper execution and completion of all contract work, all at no cost to WCFB other than the compensation provided in this Agreement.

**12. Termination for Convenience**

This Agreement may be terminated by either party for convenience by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against the other. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of this Agreement for contract work completed and accepted before termination less previous amounts paid and any claim(s) WCFB has against Contractor. Pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed contract work completed before termination and all contract closeout costs actually incurred by Contractor. WCFB shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

### **13. Termination for Cause**

WCFB may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by WCFB, under any of the following conditions:

- A. If County or WCFB funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of Services. This Agreement may be modified to accommodate a reduction in funds.
- B. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the Services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- C. If any license or certificate required by law or regulation to be held by Contractor to provide the Services required by this Agreement is for any reason denied, revoked, or not renewed.

### **14. Termination for Default**

Either WCFB or Contractor may terminate this Agreement in the event of a breach of this Agreement by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate this Agreement at any time thereafter by giving a written notice of termination.

If Contractor fails to perform in the manner called for in this Agreement or if Contractor fails to comply with any other provisions of this Agreement, WCFB may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor shall be paid the contract price only for Services performed in accordance with the manner of performance as set forth in this Agreement.

### **15. Remedies**

In the event of breach of this Agreement the parties shall have the following remedies:

- A. If terminated under paragraph 14 by WCFB due to a breach by Contractor, WCFB may complete the work either itself, by agreement with another contractor, or by a combination thereof.
- B. In addition to the above remedies for a breach by Contractor, WCFB also shall be entitled to any other equitable and legal remedies that are available.
- C. If WCFB breaches this Agreement, Contractor's remedy shall be limited to termination of this Agreement and receipt of contract payments to which Contractor is entitled.
- D. Neither of WCFB or Wasco County shall be liable for any indirect, incidental, consequential, or special damages under this Agreement or any damages arising solely from terminating

this Agreement in accordance with its terms.

- E. Upon receiving a notice of termination, and except as otherwise directed in writing by Contractor shall immediately cease all activities related to the Services and work under this Agreement. As directed by WCFB, Contractor shall, upon termination, deliver to WCFB all then existing work product that, if this Agreement had been completed, would be required to be delivered to WCFB.

## **16. Nondiscrimination**

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

## **17. Governing Law; Jurisdiction; Venue**

This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between WCFB and Contractor that arises from or relates to this Agreement which results in litigation shall be brought within the Circuit Court of Wasco for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States Court for the State of Oregon.

## **18. Compliance with Laws and Regulations**

Contractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to the delivery of Services hereunder.

## **19. Experience, Capabilities and Resources**

By execution of this Agreement, the Contractor agrees that Contractor has the skill, legal capacity, and professional ability necessary to perform all the Services required under this Agreement, and Contractor has the capabilities and resources necessary to perform the obligations of this Agreement.

## **20. Access to Records**

For not less than three (3) years after the expiration of this Agreement and for the purpose of making audit, examination, excerpts, and transcripts, County and WCFB, and its duly authorized representatives shall have access to Contractor's books, documents, papers, and records that are pertinent to this Agreement. If, for any reason, any part of this Agreement, or any resulting construction contract(s) is involved in litigation, Contractor shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Contractor shall provide full access to these records to WCFB, and its duly authorized representatives in preparation for and during litigation.

## **21. Representations and Warranties**

Contractor represents and warrants to WCFB that (1) Contractor has the power and authority to enter into and perform this Agreement, (2) when executed and delivered, this Agreement shall be a

valid and binding obligation of Contractor enforceable in accordance with its terms, (3) Contractor shall, at all times during the term of this Agreement, be duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, be duly qualified and competent, (4) the Services under this Agreement shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions, and (5) the Contractor is not in violation of any Oregon tax laws. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

## **22. Attorney Fees**

In case a suit or action is instituted to enforce the provisions of this Agreement, the parties agree that the losing party shall pay such sums as the court may adjudge reasonable for attorney fees and court costs, including attorney fees and costs on appeal.

## **23. Confidentiality**

Contractor shall maintain the confidentiality of any of WCFB or Wasco County's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Contractor from establishing a claim or defense in an adjudicatory proceeding. Contractor shall require similar agreements from WCFB's and/or Contractor's subcontractors to maintain the confidentiality of information of Wasco County and WCFB.

## **24. Force Majeure**

Contractor shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, pandemic, earthquakes, strikes or other labor disturbances, civil commotion or war.

## **25. Waivers**

No waiver by WCFB of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Contractor of the same or any other provision. WCFB's consent to or approval of any act by Contractor requiring WCFB's consent or approval shall not be deemed to render unnecessary the obtaining of WCFB's consent to or approval of any subsequent act by Contractor, whether or not similar to the act so consented to.

## **26. Severability**

Any provisions of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

## **27. Headings**

The captions contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

## **28. Integration**

This Agreement, including the attached exhibits contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Agreement.

## **29. Amendments**

This Agreement shall not be waived, altered, modified, supplemented, or amended in any manner without a duly executed Amendment.

## **30. Authority**

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Agreement.

Cut MultiMedia: Mike Cutler

By: Michael J. Cutler  
Name: Michael J. Cutler  
Title: Founder Cut Multimedia

Wasco County Fair Board

By: Steve Kramer  
Name: Steve Kramer  
Title: Fair Board President



## 2024 Wasco County Fair & Rodeo Proposal

Social Media Management/Photography/Videography/Graphic Design

Mike Cutler

Cut Multimedia, LLC

**Social Media Management** - Monthly charges for posting to social media. The fee includes 10 hours/month of creating graphics, posts, and ads as well as engaging with followers on Facebook, Instagram, and YouTube. After 10 hours there will be an additional \$40/hour for any work requests.

2024 March.....	\$400
April.....	\$400
May.....	\$400
June.....	\$400
July.....	\$400
August.....	\$400
September.....	\$400
October.....	\$400
November.....	\$400
December.....	\$400

Social Media Total.....\$4,000 (This could end up being higher depending on requests)

**Fair Days** - \$400/per day (10 hours) - Includes gathering/editing photos & video, uploading to social media accounts.

August 14th.....	\$200 (½ day)
August 15th.....	\$400
August 16th.....	\$540 (16 hr. day)
August 17th.....	\$540 (16 hr. day)
August 18th.....	\$400

**Fair Days Total.....**\$2,080

**Estimated Total.....**\$6,080 (This could end up being higher depending on requests)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> (888) 202-3007 <b>E-MAIL ADDRESS:</b> contact@hiscox.com <b>FAX (A/C. No):</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hiscox Insurance Company Inc <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 10200
<b>INSURED</b> Cut Multimedia LLC 2831 Southeast Palmquist Road Gresham, OR 97080		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	Professional Liability	Y		P102.225.524.2	01/05/2024	01/05/2025	Each Claim: \$ 2,000,000 Aggregate: \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**Wasco County  
511 Washington Street Suite 101  
The Dalles, OR 97058

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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