

**WASCO COUNTY  
PROFESSIONAL SERVICES  
AGREEMENT  
6S ENTERPRISES  
Wasco County Fairground Rodeo  
Arena Install Consulting**

THIS AGREEMENT is between Wasco County, an Oregon political subdivision (“County”), and 6S ENTERPRISES (“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 County.
- B. County 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 County with services as outlined in Exhibit A and as requested by County for Wasco County Fairgrounds Rodeo Arena Install Consulting (the “Services”).

**2. Term**

The term of this Agreement is effective August 30, 2024 and shall remain in effect for six (6) months with the option of a one-time extension of an additional one (1) month if agreed to by both parties.

**3. Compensation**

- a. Services are billed monthly and /or at completion of phases as set forth in more detail in Exhibit A.
- b. Under no circumstance shall Contractor shall bill County for more than the Maximum Fee (and County shall have no obligation to pay more than the Maximum Fee) of \$7500.

**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 County, shall not be entitled to benefits of any kind to which an employee of 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 County for any purpose, 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 County or third party) as a result of the finding and to the full extent of any payments that 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 the County, or any partnership or corporation in which a 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 the County as those terms are used in ORS 30.265.

## **6. Indemnification**

- a. CONTRACTOR SHALL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS COUNTY AND ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE RESULTING FROM OR ARISING OUT OF THE ACTS OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, SUBCONTRACTORS, AGENTS, OR EMPLOYEES UNDER THIS CONTRACT.

## **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.

## **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:**

Administrative Officer  
511 Washington St  
The Dalles, OR 97058

**Contractor:**

6S ENTERPRISES  
P.O. Box 132  
Athena, Oregon 97813

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 County pursuant to this Agreement shall be the property of 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 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 County other than the compensation provided in this Agreement.

**12. Termination for Convenience**

This Agreement may be terminated by either party for convenience by giving thirty (30) 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) County 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. County 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**

County may terminate this Agreement upon delivery of seven (7) days' written notice to Contractor, or at such later date as may be established by County, under any of the following conditions:

- A. If County 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 County 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, County 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 County due to a breach by Contractor, County 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, County also shall be entitled to any other equitable and legal remedies that are available.
- C. If County 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. County shall not 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 County, Contractor shall immediately cease all activities related to the Services and work under this Agreement. As directed by County, Contractor shall, upon termination, deliver to County all then existing work product that, if this Agreement had been completed, would be required to be delivered to County.

## **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 County 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 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 County, and its duly authorized representatives in preparation for and during litigation.

## **21. Representations and Warranties**

Contractor represents and warrants to County 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 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 County's and/or Contractor's subcontractors to maintain the confidentiality of information of County.

## **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 County 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. County's consent to or approval of any act by Contractor requiring County's consent or approval shall not be deemed to render unnecessary the obtaining of County'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.

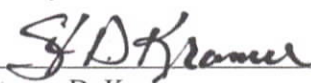
**30. Authority**

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.

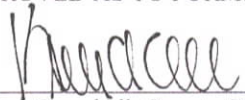
6S ENTERPRISES

By:   
Name: Landric Smith  
Title: owner

Wasco County

By:   
Name: Steven D. Kramer  
Title: County Commissioner/Fair Board President

APPROVED AS TO FORM:

  
Kristen Campbell, County Counsel

**6S ENTERPRISES**

P.O.BOX 132

Athena, OR 97813

Phone (541) 861-2015

6S.StacySmith@gmail.com

**QUOTE**

DATE: AUGUST 2, 2024

TO

Tygh Valley Rodeo

**COMMENTS OR SPECIAL INSTRUCTIONS:****MATERIALS**

PART #	DESCRIPTION	UNIT PRICE	TOTAL
	Custom Arena Package (attached drawing) materials	\$123,134.50	\$123,134.50
	Concrete estimated without hard dig	\$2000.00	\$2000.00
	Shipping	\$2400.00	\$2400.00
	Install Consulting for 3 days	\$2500.00	\$7500.00
	4 year naming rights for arena @ \$2500.00 per year	-\$2500.00	-\$10,000.00
<b>SUBTOTAL</b>			<b>\$125,034.50</b>
Customer _____	Date _____	<b>75% DEPOSIT</b>	<b>\$93,775.87</b>
			<b>TAX</b>
By signing, you the customer agree to the above quote and all payment terms. No refunds will be made on deposits. Customer responsible for any damage on job location after delivery. Prices are valid for 5 days. EXCEPT any wood products or roof metal. (those prices subject to change without notice.)			<b>REMAINING PAID BEFORE SHIP</b>
			<b>\$31,258.63</b>

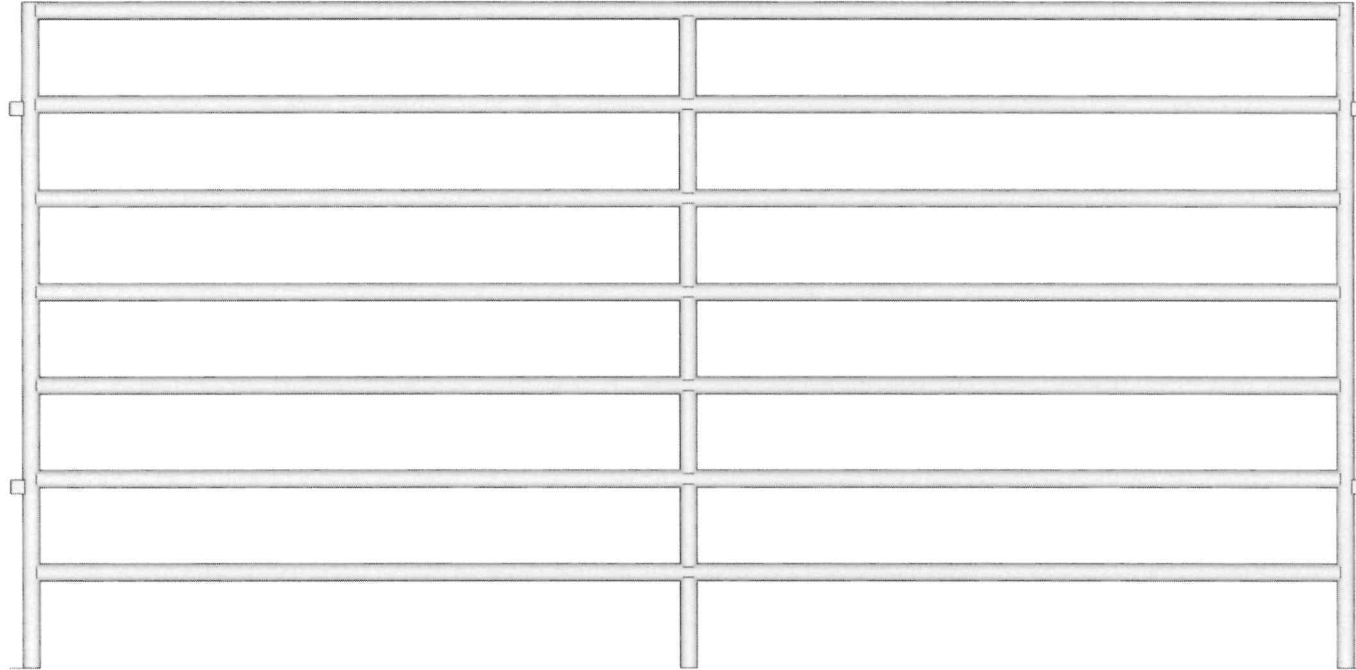
Make all checks payable to 6S ENTERPRISES.

If you have any questions concerning this quote, contact Stacy Smith (541) 861-2015


When applicable, the customer is responsible for all sales tax.

THANK YOU FOR YOUR BUSINESS!






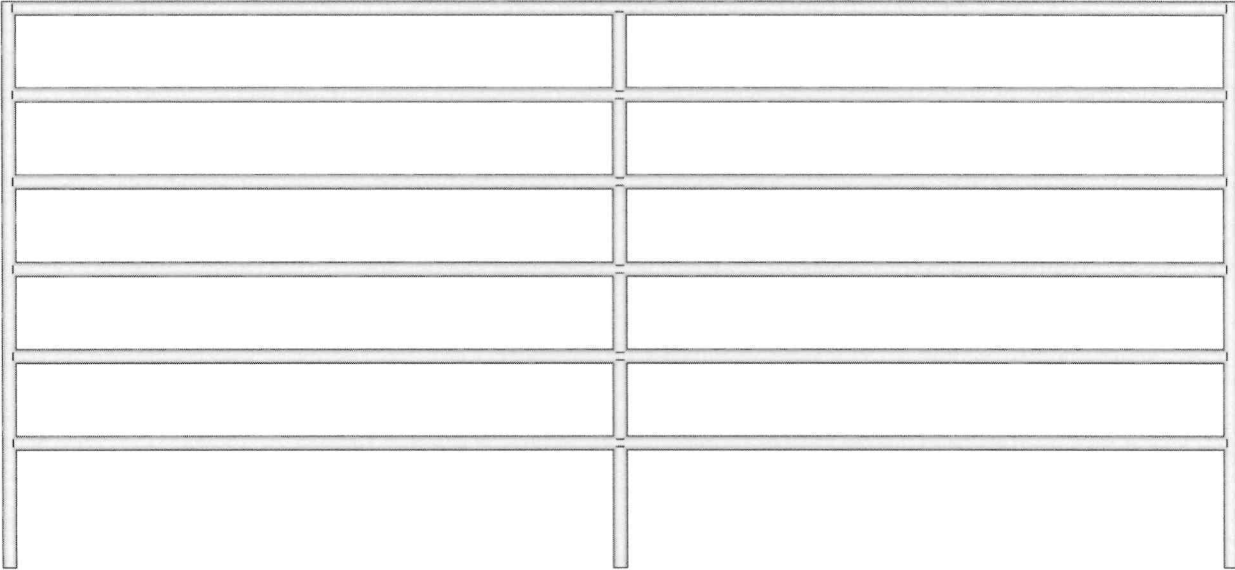
1-7/8" TUBE, 15G

Project: TYGH VALLEY RODEO REF: PANEL TYPES Author: PRESTON I Date: 08/02/2024		12' 7 RAIL PANEL WITH PINS	STOCK	
			BUILD: 1	
2024 NoblePanels & Gates, INC. Original design concepts are protected under Federal Copyright Laws and are the property of Noble panels and Gates INC. Any use or reproduction of this design concept without written consent is expressly forbidden.				




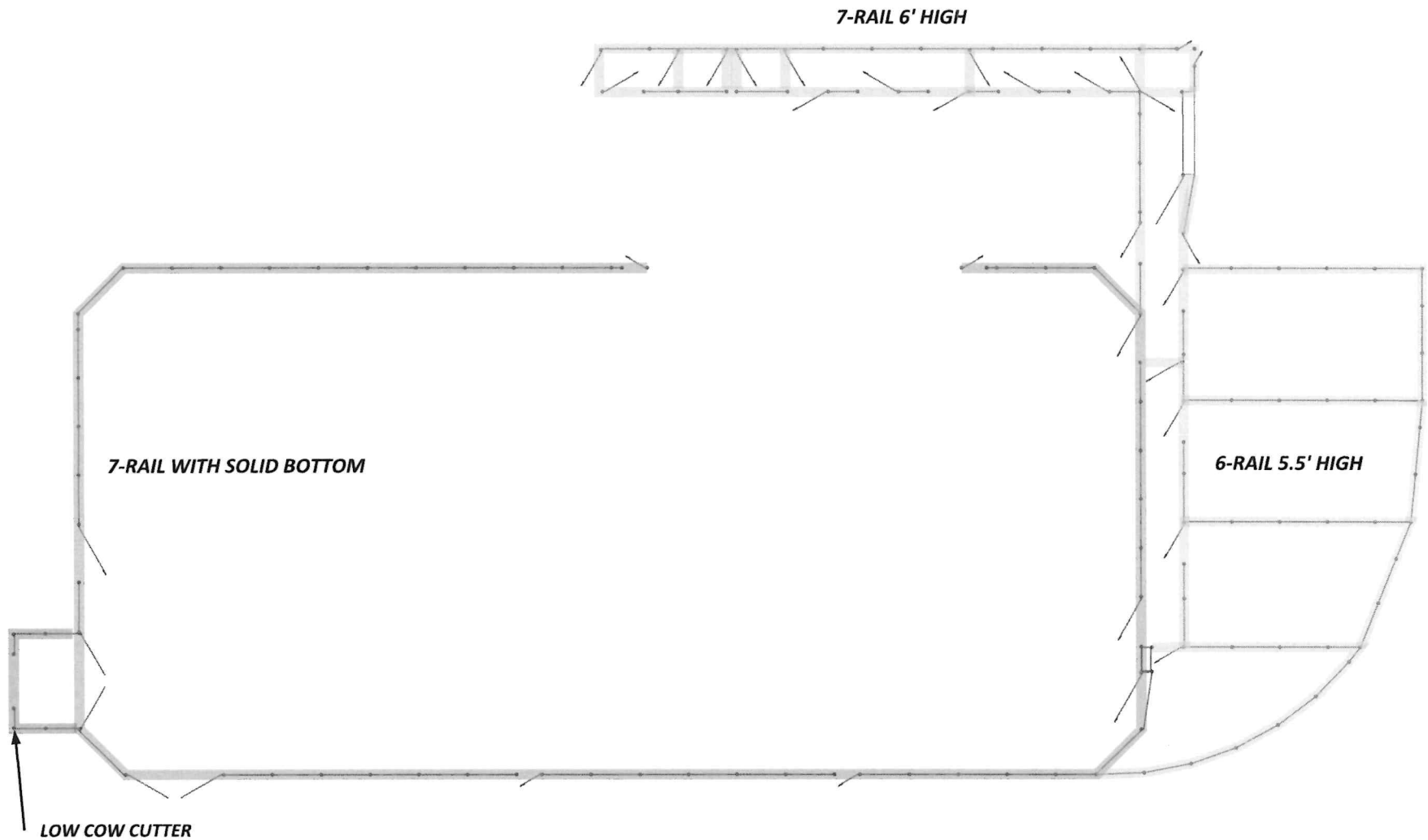
1-7/8" TUBE, 15G

Project: TYGH VALLEY RODEO REF: PANEL TYPES Author: PRESTON I Date: 08/02/2024		12' CUSTOM 6-RAIL PANEL WITH BOARD	PANEL BUILD: 1	
2024 NoblePanels & Gates, INC. Original design concepts are protected under Federal Copyright Laws and are the property of Noble panels and Gates INC. Any use or reproduction of this design concept without written consent is expressly forbidden.				



1-5/8" TUBE, 15G

Project: TYGH VALLEY RODEO REF: PANEL TYPES Author: PRESTON I Date: 08/02/2024		12' CUSTOM 6-RAIL PANEL WITH BOARD	PANEL	
			BUILD: 1	
2024 NoblePanels & Gates, INC. Original design concepts are protected under Federal Copyright Laws and are the property of Noble panels and Gates INC. Any use or reproduction of this design concept without written consent is expressly forbidden.				



SIGNATURE: \_\_\_\_\_

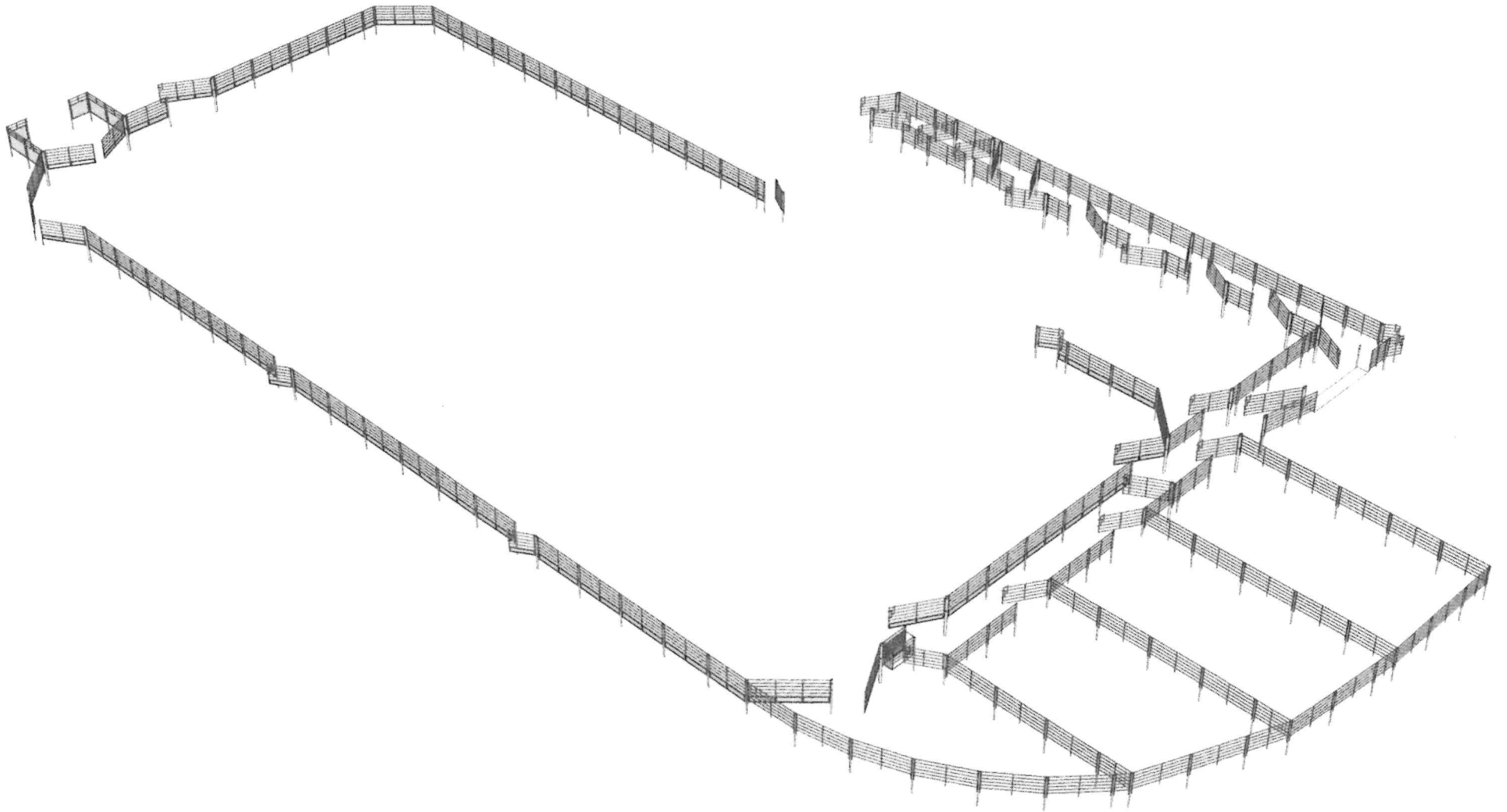
DATE: \_\_\_\_\_

By typing your signature or signing this drawing, you are providing Noble Panels & Gates approval to build the product as shown.

Project: TYGH VALLEY RODEO  
REF: 130' X 272' ARENA  
Author: PRESTON I  
Date: 08/02/2024

130' X 272' CUSTOM 6-RAIL ARENA  
PANEL TYPE SECTIONS

*Noble*   
PANELS & GATES



SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

By typing your signature or signing this drawing, you are providing Noble Panels & Gates approval to build the product as shown.

Project: TYGH VALLEY RODEO  
REF: 130' X 272' ARENA  
Author: PRESTON I  
Date: 08/01/2024

130' X 272' CUSTOM 6-RAIL ARENA

*Noble*   
PANELS & GATES

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**Personal Services Contract  
Exhibit B**

**INSURANCE**

During the term of this Contract, Contractor shall maintain in force at its own expense, each insurance noted below:

1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027.)

\_\_\_\_\_ Required and attached      OR      \_\_\_\_\_ Contractor is exempt

2. Commercial General Liability insurance on an occurrence basis with a limit of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 general aggregate. The Liability Insurance coverage shall provide contractual liability. The coverage shall name Wasco County and each of its Commissioners, officers, agents, volunteers and employees as Additional Insured with respect to the Contractor's services to be provided under the Contract.

\_\_\_\_\_ X \_\_\_\_\_ Required and attached      Waived by Administrative Officer \_\_\_\_\_

3. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

\_\_\_\_\_ X \_\_\_\_\_ Required and attached      Waived by Administrative Officer \_\_\_\_\_

4. Professional Liability insurance with a \$1,000,000 per claim and \$1,000,000 in the aggregate for malpractice or errors and omissions coverage against liability for personal injury, death or damage of property, including loss of use thereof, arising from the firm's acts, errors or omissions in any way related to this Contract.

\_\_\_\_\_ Required and attached      Waived by Administrative Officer \_\_\_\_\_

5. **Certificate of Insurance.** As evidence of the insurance coverage required by this Contract, the Contractor shall furnish acceptable insurance certificates to Wasco County at the time Contractor returns the signed Contract.

**The General Liability certificate shall provide that the Wasco County Fair Board, Wasco County and its Commissioners, officers, agents, and employees are Additional Insured** but only with respect to the Contractor's services to be provided under this Contract.

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the County is excess and not contributory insurance with the insurance required in this section.

Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate must contain a standard 30-day notice of cancellation clause which guarantees notification in writing to the Certificate Holder (Wasco County). Insuring companies or entities are subject to Wasco County acceptance. If requested, complete copies of the insurance policy shall be provided to Wasco County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/30/2024

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> Graybeal Group, Inc. 100 E Gladys Ave, Suite A  Hermiston OR 97838		<b>CONTACT NAME:</b> Paiton Radinovich <b>PHONE (A/C, No, Ext):</b> (541) 620-1363 <b>E-MAIL ADDRESS:</b> pradinovich@graybealgroup.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> 6S ENTERPRISES PO Box 132  Athena OR 97813		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Ohio Security Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 24082	

**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
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" 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:			BKS59499705	1/25/2024	1/25/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Other \$ 24,500
	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS59499705	1/25/2024	1/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below			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 \$

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 St Ste 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.  <b>AUTHORIZED REPRESENTATIVE</b> <i>Mandy Holliday</i>
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