

NOTICE OF MEETING

Shawnee Civic & Cultural Development Authority
City Hall Commission Chambers
16 West 9th Street
Shawnee, Oklahoma
February 2, 2022 at 10:30 A.M.

Regular Meeting	()	Rescheduled Regular Meeting	()
Special Meeting	(X)	Continued or Reconvened Mtg.	()
Emergency Meeting	()	Cancelled Meeting	()

DATE	TIME	PLACE OF MEETING
February 2, 2022	10:30 a.m.	City Hall City Commission Chambers 16 West 9 th Street, Shawnee, OK 74801

To be completed by person filing notice:

Name: Kacie Eck

Title: Sr. Deputy City Clerk

Address: 16 West 9th Street

Shawnee, Oklahoma 74801

Phone: 405-878-1604

FOR CITY CLERK'S OFFICE USE ONLY

Filed in the office of the municipal clerk at 3:55 a.m./p.m. on the 28th day of January, 2022.

Signed: Lisa Laszono
Clerk

Date Notice released to news media: 01-28-2022
Person filing Notice Kacie Eck
Notice verified by: Lisa Laszono

SPECIAL CALL
AGENDA

Shawnee Civic & Cultural Development Authority
City Hall Commission Chambers
16 West 9th Street, Shawnee, OK
February 2, 2022 at 10:30 A.M.

CALL TO ORDER
DECLARATION OF A QUORUM

1. Discussion, consideration, and possible action to enter into a contract with Dale Yerigan/IPRA (International Professional Rodeo Association) for the management of the International Finals Youth Rodeo (IFYR). *(Deferred from the December 16, 2021 Shawnee Civic and Cultural Development Authority meeting.)*
2. Adjournment

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Kacie Eck", written in a cursive style.

Kacie Eck, Senior Deputy City Clerk

INTERNATIONAL FINALS YOUTH RODEO MANAGEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the ___ day of _____, 2022, by and between the SHAWNEE CIVIC AND CULTURAL AUTHORITY (the "Authority") and the INTERNATIONAL PRO RODEO ASSOCIATION, INC. ("IPRA").

RECITALS

A. The Authority is a public trust as defined in Title 60 Section 176 of the Oklahoma Statutes and owns the rights to the International Finals Youth Rodeo (the "IFYR") held annually in July at the Heart of Oklahoma Exposition Center in Shawnee, Oklahoma (the "Expo").

B. The IPRA is an Oklahoma corporation which sanctions professional rodeos across the United States and Canada.

C. The Authority desires to engage the IPRA to manage the IFYR pursuant to the terms and provisions of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. IFYR Management. Subject to the terms and provisions of this Agreement, the Authority engages the IPRA and the IPRA accepts such engagement, to manage the IFYR.

2. Scope of Work. The IPRA shall be responsible for the overall management and operation of the IFYR on an annual basis as a City of Shawnee Legacy Event. Specifically, but not exclusively, the IPRA shall:

A. Arrange for all necessary rodeo stock;

B. Provide or arrange for all properly qualified personnel, including volunteers, in numbers necessary for the operation of a major rodeo;

C. Solicit and coordinate sponsorships;

D. Obtain all necessary approvals;

E. Assume responsibility for communications between the Authority, the Expo, and the IFYR participants regarding rules of the Expo and the IFYR; and

F. Ensure IFYR participants have appropriate membership or permit to participate in the IFYR and qualify for coverage under the IPRA's participant insurance policy.

3. Work Environment. The Authority will provide the IPRA staff office space, RV parking, and a stock holding area mutually agreeable to the IPRA and the Authority.

4. Audio and Video Rights. The Authority reserves and retains all audio and video rights to all segments of IFYR performances, including those segments which may include IPRA representatives and staff.

5. Alcohol and Drugs. It is the Authority's policy to prohibit all employees and contract personnel from being under the influence of alcohol or illegal drugs while on the premises of the Expo, regardless of whether the alcohol or drugs are consumed on or off the premises. The IPRA agrees to abide strictly by this policy, and the Authority shall have the right to terminate this Agreement immediately upon any breach of this policy.

6. Liability for Losses. The Authority shall not be liable for losses suffered by the IPRA by reason of fire, storm, flood, or other acts beyond its control, nor shall it be liable for damage caused by imperfection in construction of pens and chutes.

7. Compensation. The Authority shall pay to the IPRA in full payment for services rendered under this Agreement a sanctioning fee equal to 10% of total prize money payout, an amount equal to \$10,000 per annum, plus ___% of the total sponsorship revenue.

8. Term. This Agreement shall be for a term of five (5) years beginning with the 2022 IFYR, unless terminated pursuant to the terms of this Agreement. The Authority reserves the right to renew this Agreement following the initial terms for subsequent years on the same terms and conditions as set forth in this Agreement.

9. Dangerous Conduct. The IPRA assumes the full responsibility for the character, acts, and conduct of all persons under its employ and direction. In the event the IPRA engages in conduct, whether or not during working hours, which endangers the health or safety of the public, contestants, or other persons on the Expo grounds, the Authority shall have the right to immediately terminate IPRA's services.

10. Insurance. The IPRA agrees to provide and maintain comprehensive general liability insurance coverage in the amount of at least \$1,000,000.00 single limit for bodily injury and property damage. The IPRA shall provide the Authority a certificate of insurance naming the Authority as an additional insured under the insurance policy.

11. IPRA's Property. The IPRA acknowledges that in conjunction with this Agreement, IPRA materials, equipment, and other tangible property may be brought onto Expo grounds. Such property is the sole responsibility of IPRA and as such, IPRA has the sole and exclusive responsibility for the care and safety of all such property. The Authority does not make any warranties or promises as to the care, maintenance or security of any such property. The Authority shall not be responsible for any damage to said property caused by rain, hail, wind, fire, or any other natural phenomena.

12. Exclusive Grants. The Authority or the Expo may already have, or may in the future, enter into agreements with suppliers of certain products, which grants to that supplier the exclusive right to have their product sold and advertised at the Expo. The IPRA agrees to be bound

by any such agreement and not to engage in conduct that conflicts with any such exclusive contracts.

13. Assignment. The IPRA shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Authority.

14. Limited Liability. The IPRA agrees that the Authority shall not be liable for lost profit or other financial loss to IPRA of any type or description, including any special, indirect, reliance, incidental or consequential damages, arising from its performance under this Agreement.

15. Force Majeure. A “Force Majeure Event” is defined as an event or effect that can be neither anticipated nor controlled which renders performance of the terms of this Agreement impossible, impracticable, or unsafe. If a Force Majeure Event occurs, the parties’ respective obligations hereunder will be excused fully, without any additional obligation, and each of the parties shall bear its own costs incurred in connection with this Agreement.

16. Indemnification. The IPRA shall defend, indemnify and hold harmless the Authority, the Expo, and the City of Shawnee from all actions, proceedings, claims, demands, costs, damages, attorneys’ fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the IPRA, its officers, employees, servants, volunteers, or agents.

17. Equal Opportunity Compliance. The IPRA agrees to abide by all federal and state laws and rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, the IPRA assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement.

18. Workers' Compensation. The IPRA agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the IPRA fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Authority.

19. Conflict of Interest. The IPRA warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance or services required under this Agreement.

20. Applicable Law. The laws of the State of Oklahoma shall govern this Agreement, without giving effect to its choice of law provisions.

21. Amendment. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

22. Merger. This Agreement incorporates all the Agreements, covenants and understandings between the parties. No prior Agreement or understanding, oral or otherwise, shall be valid or enforceable unless embodied in this Agreement.

23. Invalid Term or Condition. If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

22. Enforcement of Agreement. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

23. Notices. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Authority: Randy Gilbert, Chairman
P.O. Box 4
Tecumseh, OK 74873
(405) 275-4549
(405) 275-2333 (fax)
randy@gilbertandsonstrucking.com

To the IPRA: Dale Yerigan, General Manager
P.O. Box 83377
Oklahoma City, OK 73108
(405) 235-6540
(405) 235-6577 (fax)
dale@iprarodeo.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature by the parties below.

IPRA

AUTHORITY

By: Dale Yerigan, General Manager
Date: _____

By: Randy Gilbert, Chairman
Date: _____