

REQUEST FOR COUNCIL ACTION

SUBJECT: Cervi Rodeo Contract for the 2019 West Jordan Western Stampede PRCA Rodeo

SUMMARY: Contract with Cervi Rodeo to produce the 2019 West Jordan Western Stampede. The contract is for one year with the option of five additional one-year renewal options.

**FISCAL/ASSET
IMPACT:**

Contract cost is \$72,000. Cost for the subsequent optional five years are as follows:

2020	\$73,400
2021	\$74,909
2022	\$76,407
2023	\$77,553
2024	\$78,716

STAFF

RECOMMENDATION: Staff has concluded that the request is appropriate given the direction of the event, expenses and revenue. Staff recommends approval.

MOTION

RECOMMENDED: "I move to approve resolution # 19-81 authorizing the mayor to sign the contract with Cervi Rodeo as stock contractor for the 2019 West Jordan Western Stampede PRCA Rodeo."

Roll Call vote required

Prepared and Presented by:



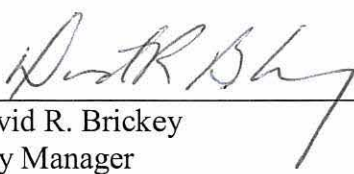
Korban Lee
Assistant City Manager

Recommended by:




Korban Lee
Assistant City Manager

Authorized for Council Consideration:



David R. Brickey
City Manager

Reviewed as to legal sufficiency:



Paul Dodd
Deputy City Attorney

BACKGROUND DISCUSSION:

City staff advertised for stock contractor services for the 2019 Western Stampede PRCA Rodeo through an RFP, the proposals for which were due Oct. 2, 2018. The only proposal received was submitted by Mike Cervi Championship Rodeo, LLC.

Cervi Rodeo is sanctioned by and a top ranked stock contractor within the Professional Rodeo Cowboys Association. Cervi Rodeo was the West Jordan selected bidder in 2013 which was renewed for 2014 and 2015. They were the selected bidder again for the 2016 Western Stampede, the contract for which was renewed for the 2017 and 2018 rodeos.

The currently proposed agreement is for a one-year contract with the possibility of five additional years.

Attached: Cervi Contract
 Stock Contractor RFP
 Cervi Proposal

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 19-81

A RESOLUTION AUTHORIZING THE EXECUTION BY THE MAYOR OF A
CONTRACT WITH CERVI CHAMPIONSHIP RODEO, LLC

WHEREAS, the City of West Jordan is in need of services to produce the Western Stampede, the City opened an RFP in order to find the best provider for the City to provide these services; and

WHEREAS, at the conclusion of the RFP process, there was only one responsive bidder to provide the necessary services; and

WHEREAS, the City Council of the City of West Jordan has reviewed the attached Agreement for Services between the City of West Jordan and Mike Cervi Championship Rodeo Company, LLC (attached); and

WHEREAS, the City Council of the City of West Jordan desires that the contract be executed by the Mayor; and

WHEREAS, the Mayor is authorized to execute the contract.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH, THAT:

Section 1. The Mayor is hereby authorized and directed to execute the Agreement for Services with Mike Cervi Championship Rodeo Company, LLC.

Section 2. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah, this 24th day of April 2019

CITY OF WEST JORDAN

By: _____
Mayor Jim Riding

ATTEST:

Melanie S. Briggs, City Clerk/Recorder

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19-82
AC

Voting by the City Council:

"YES"

"NO"

Councilmember Alan Anderson	_____	_____
Councilmember Dirk Burton	_____	_____
Councilmember Zach Jacob	_____	_____
Councilmember Chad Lamb	_____	_____
Councilmember Christopher McConnehey	_____	_____
Councilmember Kayleen Whitelock	_____	_____
Mayor Jim Riding	_____	_____

AGREEMENT FOR SERVICES

City of West Jordan and

MIKE CERVI CHAMPIONSHIP RODEO COMPANY, L.L.C.

THIS AGREEMENT FOR SERVICES (the "Agreement") is made this 1st day of April, 2019 by and between the City of West Jordan, a municipal corporation (hereinafter referred to as "City"), and Cervi Championship Rodeo, L.L.C. a Colorado limited liability company (hereinafter referred to as "Contractor").

WHEREAS, the City desires to obtain services from Contractor, and Contractor desires to provide these services to City.

NOW THEREFORE, City and Contractor agree as follows:

1. Retention as Contractor. City hereby retains Contractor, and Contractor hereby accepts such engagement, to perform the services described in Paragraph 2 herein. Contractor warrants it has the qualifications, experience and facilities to properly perform these services.

2. Description of Services.

Contractor shall stage and produce a PRCA approved rodeo for a total of three (3) days to be held on July 4, 5 and 6, 2019 (the "Event"), and shall perform the following services, at Contractor's sole expense:

- a. Arena Director/Chute Boss
- b. Flank Man/Livestock Superintendent
- c. Two (2) Pick-up Men
- d. Equipment (flank straps/halters) and Barrier for Rodeo Events
- e. Rodeo Secretary (who will provide a day sheet to City by 10:00 a.m. each day)
- f. Announcer
- g. Two (2) Timers
- h. Two (2) Bullfighters
- i. Clown & Barrelman with Acts
- j. Sound Operator
- k. Music System
- l. Chute Labor (will also work directly with qualified City volunteers)
- m. Hay/Grain and Feed Crew for all Rodeo Livestock
- n. Transportation for all Rodeo Livestock
- o. Production of Grand Entry and Opening Ceremonies
- p. Consultation and professional services throughout the calendar year.
- q. Top Stock for the following:
 - Bareback Riding
 - Saddle Bronc Riding
 - Tie Down Roping
 - Steer Wrestling

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- Bull Riding
 - Slack
 - Team Roping
 - Barrel Racing
- r. Additional pens for housing stock if needed
- s. Accommodations for contractor personnel
- t. Six (6) flag horses for opening ceremony
- u. General Liability Insurance, Spectator Liability Insurance; and Utah Workers Comp.

Contractor shall provide the following for the Justin Boots Mutton Bustin:

- a. Provide Mutton Bustin' Sheep
- b. Helmets and Vests
- c. Bandanas and Buckles for Each Contestant
- d. Provide the winner of Each Performance with a Pair of Justin Boots

3. Compensation and Payment. The City of West Jordan will pay to Contractor \$72,000.00 in 2019 to be made within thirty (30) calendar days after the Event. For informational purposes, prior to receiving payment, Contractor shall provide City with a detailed written description of work performed and a detailed description of costs and expenses.

4. Extra Services. City shall not pay Contractor for any services, costs or expenses not specifically included in this Agreement unless expressly authorized, in writing, as extra services. Unless the City and Contractor have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist.

5. Services by the City. The City shall perform the following services, at City's sole expense:

- a. Arena, including clean up, EMS, security, and ticket sales
- b. Existing pens for housing stock. Additional pens must be supplied by Contractor if needed.
- b. Sound System
- c. PRCA Judges
- d. Prize Money for PRCA and WPRA Contests
- e. WPRA and PRCA Dues and Sanction Fees
- f. Rodeo Office for Secretary
- g. Tractor for the Arena. A Tractor Operator may be provided if available.
- h. Specialty Act (Contractor will assist City in finding a good specialty act)
- i. Veterinary Services
- j. Flag carriers (if desired)

6. Assignment. This Agreement is not assignable by Contractor, without the City's prior consent in writing.

7. Hold Harmless and Insurance.

A. Indemnity.

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Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and volunteers harmless from all claims, lawsuits, demands, judgments or liability including, but not limited to, general liability, automobile and professional errors and omissions liability, arising out of, directly or indirectly, the negligent acts, errors and omissions of the Contractor in performing the services described.

B. Contractor's Insurance.

Contractor shall, at Contractor's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry insurance of the types and amounts indicated below.

Type of Insurance	Limits	
Bodily Injury	Per Individual	\$2,000,000.00
	Per Occurrence	\$3,000,000.00
Property Damage	Per Occurrence	\$1,000,000.00
Automobile Liability	Per Occurrence	\$1,000,000.00
Workers' Compensation		Statutory

b. Except for Workers' Compensation, said insurance shall include as additional insured the following: The City of West Jordan, Utah, its officers, agents, employees and volunteers.

c. Contractor shall procure worker's compensation coverage, as required by the statutes of Utah, for its employees during the performances and during the times between performances.

d. All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of Utah which are carry a Moody's rating of not less than A-. Within fourteen (14) calendar days after execution of this Agreement, Contractor shall furnish to City [Attn: West Jordan City Clerk, 8000 South Redwood Road, West Jordan, Utah 84088] an insurance certificate or other evidence of the required insurance.

8. Relationship of Parties and No Third Party Rights. This Agreement does not create any joint venture partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties. The contractual relationship between the City and Contractor out of this Agreement is one of independent contractor and not agency. It is understood that Contractor shall not be deemed an employee of the City, and Contractor has no authority to enter into legally binding obligations on behalf of the City. It is specifically understood by the parties that: (a) the City has no interest in or responsibilities for or duty to third parties as a result of this Agreement, (b) Contractor shall have full power and authority over services performed subject to the obligations of Contractor set forth in this Agreement.

9. Expiration and Termination. This contract shall expire on December 30, 2019. This contract may be terminated, with cause, by either party in advance of the specified termination date, upon written notice being given to the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. In the event that the City terminates the contract for cause, the City shall not be obligated to pay, and Contractor shall not be entitled to receive, any compensation for any services performed or costs incurred prior to such termination. This contract may be terminated by the City without

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cause, in advance of the specified expiration date, upon 30 days written notice. In the event that the City terminates for convenience, Contractor shall cease performing services, and City shall pay to Contractor compensation for services actually performed and documented or costs actually incurred and documented prior to termination.

10. Renewal. This agreement may be renewed at the option of the parties upon written agreement for five (5) one-year contract renewals if desired at the agreed upon prices below:

Year	Price	% Increase
2019	\$72,000	
2020	\$73,400	2.0%
2021	\$74,909	2.0%
2022	\$76,407	2.0%
2023	\$77,553	1.5%
2024	\$78,716	1.5%

11. Acceptance of Final Payment Constitutes Release. The acceptance by Contractor of the final payment made under this Agreement shall operate as and be a release to City from all claims and liabilities for compensation to, or claimed by, Contractor for anything done, finished or relating to the Contractor's work or services. Acceptance of payment shall be any negotiation of the City's check.

12. Waiver; Remedies Cumulative. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

13. Assignment. This Agreement shall not be assignable except at the written consent of the parties, and if so assigned, shall be binding upon the successors and assigns of the parties.

14. Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

15. Integration. Except for Contractor's written proposals for obtaining this Agreement, this Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto.

16. Future Appropriations. This Agreement shall not be construed in any manner to bind the

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legislative or administrative discretion of the City or its future budget appropriations. The parties recognize that if this contract extends beyond the current fiscal year. Where future appropriations are unavailable or insufficient, the City may terminate this Agreement.

17. Construction of Language of Agreement. The provisions of this Agreement shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

18. Mitigation of Damages. In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

19. Captions. The captions or headings in the Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

20. Authorization. Each party has expressly authorized the execution of this Agreement on its behalf and binds said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

21. Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees. The Contractor represents that it has not: (a) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (c) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's Conflict of Interest ordinance.

22. Equal Opportunity Clause. The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.

23. Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in this United States mail, postage prepaid, or by facsimile with proof of transmission, and addressed as follows:

TO CITY: CITY OF WEST JORDAN
City Clerk
8000 South Redwood Road
West Jordan, Utah 84088

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Request for Proposal
for
Rodeo Stock Contractor



Western Stampede PRCA Rodeo

8035 South 2200 West
West Jordan, UT 84088

Proposal Due by:
October 2, 2018 – 2:00 p.m.

Western Stampede PRCA Rodeo
REQUEST FOR PROPOSAL FOR
Rodeo Stock Contractor

INTRODUCTION

West Jordan City is soliciting proposals for a Rodeo Stock Contractor for the 2019 Western Stampede PRCA Rodeo to be held July 4, 5, and 6. The city is seeking proposals from current eligible PRCA Rodeo Stock Contractors in good standing and current eligible PRCA Rodeo Production and Consulting firms, with expertise in providing top quality PRCA rodeos and family entertainment. The City anticipates entering into a one-year contract with the option of five 1-year contract renewals if both parties agree.

This Request for Proposal (RFP) provides guidance for Contractors to complete a proposal with specifications deemed pertinent for a proper proposal. All proposals submitted must be signed by Contractor and remain valid for 60 days following the due date of Proposals.

SPECIFICATIONS

STOCK

Contractors must demonstrate their PRCA/WPRA qualifications as a full stock contractor. The contractor selected by West Jordan City will be required to provide all working stock and stock management personnel necessary to conduct a PRCA/WPRA-sanctioned rodeo at Western Stampede Rodeo Grounds located in West Jordan, UT for a period of 3 days. The 2019 Western Stampede Rodeo will be held over the July 4 holiday.

All working stock shall be as fresh as possible for all events specified. A sufficient quantity of livestock must be provided by Contractor to ensure a comfortable margin of livestock for each event as specified by PRCA/WPRA rules.

Rodeo events to be held: Bareback Riding, Tie-Down Roping, Saddle Bronc, Steer Wrestling, Bull Riding, Team Roping, & Barrel Racing

Contractor shall describe their ability to provide and care for livestock according to PRCA/WPRA rules, including arrangements for feed and bedding of rodeo stock.

Contractor must produce a minimum of three of the top 50 rodeos in the PRCA (based on total PRCA combined purse standings).

Contractor must demonstrate the ability to market the Western Stampede through various social media platforms, including Facebook, Instagram & Twitter.

PERSONNEL

Contractor shall be required to provide the following personnel for each rodeo event and performance:

- Announcer
- Bullfighters (2)

- Barrelman
- Arena Director/ Timed Event Chute Boss
- PRCA Secretary
- Timers (2)
- Pickup men (2)
- Flankman/ Livestock Superintendent
- Music Technician
- Insurance
- Grain and hay for rodeo livestock

The City shall provide the following personnel and contracts for each event and performance:

- Specialty Act (contractor will assist in hiring)
- Volunteer Chute Labor
- PRCA Judges
- Flag Carriers
- Sound System
- Rodeo arena and all arena equipment for maintenance, including tractor
- Rodeo secretary office
- PRCA and WPRA Dues, Sanction Fees and Prize Money
- Ambulance service and security personnel

CITY CONTACT INFORMATION

The City of West Jordan is the issuing entity for this document and all subsequent addenda relating to it. This Request for Proposals is entitled “**Rodeo Stock Contractor**”. Please use this title on all proposals, correspondence, and documentation relating to the RFP.

For information regarding this Request for Proposals (RFP) or regarding submittal of proposals contact:

Paul Wellington, Purchasing Agent
paul.wellington@westjordan.utah.gov
 801-569-5107

For information related to the Western Stampede PRCA Rodeo site, or questions regarding the content of information to be included in the proposals contact:

Lynze Schoenbrunn
Lynze.Schoenbrunn@westjordan.utah.gov
 801-569-5119

KEY DATES, ADDRESSES AND INSTRUCTIONS

Proposals must be delivered to:
CITY OF WEST JORDAN
City Recorders Office (3rd floor)
8000 South Redwood Road
West Jordan, Utah 84088

DUE DATE: Tuesday, October 2 at 2:00 p.m.

- Clearly label the outside of your envelope: **“Rodeo Stock Contractor”** Any proposal received after that date and time will not be accepted.
- The City will not accept proposals via facsimile or email.

There should be no contact made with members of the West Jordan City Council, the Mayor, or any other city official other than Paul Wellington or Lynze Schoenbrunn regarding this Request for Proposal.

PROPOSAL CONTENT

In addition to the items set forth under Specifications, Contractor shall include the following with their Proposal:

1. Proof of PRCA qualification as a full stock contractor.
- 2.

<i>Type of Insurance</i>		<i>Limits</i>
<i>Bodily Injury</i>	<i>Per Individual</i>	<i>\$2,000,000.00</i>
	<i>Per Occurrence</i>	<i>\$3,000,000.00</i>
<i>Property Damage</i>	<i>Per Occurrence</i>	<i>\$1,000,000.00</i>
<i>Automobile Liability</i>	<i>Per Occurrence</i>	<i>\$1,000,000.00</i>
<i>Workers' Compensation</i>		<i>Statutory</i>

3. A detailed description of the quality of livestock proposed to be used.
4. Provide at least three (3) references, including a current phone number, for the contact person where contractor has provided a rodeo within the last three years.
5. In a *separate sealed envelope* provide a completed Contract Price Sheet (below) signed by Contractor. All prices indicated in the Contract Price Sheet must be firm for 60 days following the due date of proposals:

Contract Price Sheet for Full Rodeo Stock Contractor

1- YEAR CONTRACT	\$
2- YEAR CONTRACT	1 ST YEAR \$
	2 ND YEAR \$
3- YEAR CONTRACT (add additional years if desired)	1 ST YEAR \$
	2 ND YEAR \$
	3 RD YEAR \$

6. All firms submitting a Proposal must also submit a “Conflict of Interest and Non-Disclosure Certification”. This is a required item and proposals will be disqualified if they do not have this Certification included in their proposal.

EVALUATION CRITERIA

The City of West Jordan will ultimately select one Contractor after evaluating all proposals. Proposals will be evaluated using the following criteria:

<u>Criteria</u>	<u>Points</u>
1. Experience and past performance history	35
2. Quality of livestock and ability to provide and care for livestock according to PRCA rules	35
3. Contract Price	30
TOTAL Points Available:	<u>100</u>

OPENING OF PROPOSALS

Receipt and Registration of Proposals will be handled by the City Recorder. On the closing date and time, proposals shall be opened publicly, identifying only the names of the proposing Contractors.

Proposals, modifications, or corrections received after the closing time on the “Due Date” will be considered late and will not be opened. Facsimile or email transmitted RFPs will not be considered.

If only one proposal is received in response to the RFP, the purchasing agent, based on feedback from the department, may either make an award or, if time permits, re-solicit for the purpose of obtaining additional proposals.

SUBMITTAL REQUIREMENT

Five (5) copies of the technical proposal and one copy of the sealed fee proposal shall be submitted to the City Recorders office, 3rd Floor City Hall, 8000 South Redwood Road by **2:00 p.m. on Tuesday, October 2, 2018.**

A selection committee shall review the submitted material.

REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals received, and to select the proposal deemed to be the most advantageous and in the best interest of the City. Non-acceptance of a proposal will mean that one or more others were deemed more advantageous to the City or that all proposals were rejected. Applicants, whose proposals are not accepted, will be notified after a binding contractual agreement between the City and the selected applicant is executed, or when the City rejects all proposals.

FORMATION OF THE AGREEMENT WITH THE SELECTED APPLICANT

After selecting an applicant, the City may conduct additional negotiations with the applicant to arrive at a best and final offer. When both parties are in agreement, a contract will be awarded.

CONTRACT TERMS AND CONDITIONS

The successful Contractor will be required to enter into a contract with West Jordan City, which will contain, inter alia, the following contract provisions:

Performance Standards: Except as otherwise expressly provided, the Contractor shall fully perform all contracted work and services in a timely and skillful manner and in accordance with this Contract, and all prevailing industry standards and customs.

Contract Time: Contractor shall fully complete the Contract Work in a timely manner after execution of the Contract.

Renewal: Contract award shall be for one year with an option of five 1-year contract renewals if both parties agree.

Insurance:

<i>Type of Insurance</i>		<i>Limits</i>
<i>Bodily Injury</i>	<i>Per Individual</i>	<i>\$2,000,000.00</i>
	<i>Per Occurrence</i>	<i>\$3,000,000.00</i>
<i>Property Damage</i>	<i>Per Occurrence</i>	<i>\$1,000,000.00</i>
<i>Automobile Liability</i>	<i>Per Occurrence</i>	<i>\$1,000,000.00</i>
<i>Workers' Compensation</i>		<i>Statutory</i>

Indemnification: Contractor agrees to indemnify, protect, defend and hold harmless West Jordan City, its agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the act, omission, negligence or intentional acts of Contractor's agents, employees, representative, assigns, and subcontractors under this contract.

Waiver: Failure of either party to enforce any of the provisions herein shall in no way be construed to be a waiver of such provisions. Such failure shall not in any way affect the right of either party

to thereafter enforce each and every provision of the contract. No waiver of any breach of any provision of this contract shall constitute a waiver of any other subsequent breach of any provision of this contract.

Entire Agreement and Modification: This contract constitutes the entire understanding of the parties and supersedes any and all prior written or verbal representations between the parties. This agreement cannot be modified unless said modification is reduced to writing and executed by both parties.

Independent Contractor: For the purpose of this Contract, it is understood that the parties are independent contractors and no employee or agent of one is, for any purpose of this contract, and employee or agent of the other. Nothing contained herein, or any of the obligations of the parties hereunder, shall in any manner inure to the benefit of third parties. Personnel under this Contract shall be mutually approved but are deemed for all purposes as employees or subcontractors of Contractor and as such, West Jordan City assumes no liability or responsibility for any wages, tax or insurance obligations on their behalf.

Workers Compensation Insurance: Contractor shall obtain and maintain during the entire term of this contract workers compensation coverage sufficient to cover all of Contractor's employees hereunder pursuant to Utah State statues. Contractor shall provide a certificate of insurance verifying that Contractor has complied with this requirement.

State and Federal Regulations: Contractor shall perform this contract in compliance with all applicable Utah state and federal laws, ordinances, and regulations.

Severability of Provisions: If any provisions of this contract are held invalid, the remainder of the contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

Non-Assignability: Contractor shall not assign any interest in this contract, and shall not transfer any interest in this contract without written consent of the West Jordan City hereto.

Successor: The parties covenant that the provisions of this contract shall be binding upon heirs, successors, sub-contractors, representatives, and agents.

PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63G-2-305, provides in part that:

The following records are protected if properly classified by a government entity:

- (1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63G-2-309 (Business Confidentiality Claims);*
- (2) Commercial information or non-individual financial information obtained from a person if:*

- (a) Disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;*
- (b) The person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and*
- (c) The person submitting the information has provided the governmental entity with the information specified in Section 63G-2-309;*

(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the bidder must:

1. Provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to West Jordan*, and
2. Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
3. Submit an electronic “redacted” (excluding protected information) copy of your proposal response. Copy must clearly be marked “Redacted Version.”

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form, which may be accessed at:

<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

To ensure the information is protected, the bidder must clearly identify in the Executive Summary and in the body of the proposal any specific information for which a bidder claims business confidentiality protection as “PROTECTED.”

All materials submitted become the property of West Jordan, Utah. Materials may be evaluated by anyone designated by West Jordan as part of the proposal evaluation committee. Informative materials submitted may be returned only at West Jordan’s option.

INCURRING COSTS

West Jordan City will not be liable for any cost that applicants may incur in the preparation of their proposals. Proposals should be concise, straightforward, and prepared simply and economically. Expensive displays, bindings, or promotional materials are neither desired nor required.



PROPOSAL FOR RODEO STOCK CONTRACTOR

Presented to:

Western Stampede PRCA Rodeo Committee

**City of West Jordan
City Records Office (3rd Floor)
8000 South Redwood Road
West Jordan, UT 84088**

September 26, 2018



September 26, 2018

Western Stampede PRCA Rodeo
City of West Jordan
City Records Office (3rd Floor)
8000 South Redwood Road
West Jordan, UT 84088

Dear Western Stampede Rodeo Committee:

Cervi Championship Rodeo Co. is pleased to submit information about our company and our desire to work alongside the Western Stampede Rodeo Committee and volunteers to produce an outstanding rodeo and to be a part of the Western Stampede Rodeo for years to come.

We appreciate the opportunity to present this information for your consideration. As always, we welcome any and all conversations and pride ourselves in transparency and an open working relationship with our committees. If we may be able to provide further insight about our company or proposal, please do not hesitate to reach out.

Please let us know if you have any questions, concerns, or would like to visit further.

Respectfully,

Binion Cervi

Binion Cervi
Executive Director, Cervi Championship Rodeo Co.
(970) 324-1644
binioncervi@yahoo.com
www.cervirodeo.com
PRCA Card Number: 3161 & 19253

VII. CONTRACT PRICE SHEET FOR FULL RODEO STOCK CONTRACTOR

CERVI has provided pricing for a 1-year contract, with the option of five 1-year contract renewals if desired.

1 YEAR CONTRACT		
(Option for Five - 1 Year Renewals)		
Year	Price	% Increase
2019	\$ 72,000	
2020	\$ 73,440	2.0%
2021	\$ 74,909	2.0%
2022	\$ 76,407	2.0%
2023	\$ 77,553	1.5%
2024	\$ 78,716	1.5%

Brian Cerwi

PROPOSAL FOR RODEO STOCK CONTRACTOR

Presented to:
Western Stampede Rodeo
8035 South 2200 West, West Jordan, UT 84088

Presented by:
Cervi Championship Rodeo
30130 County Road 49, Greeley, CO, 80631

September 26, 2018

I. INTRODUCTION

Why does Cervi Championship Rodeo want to continue to work for the Western Stampede Rodeo?

Cervi Championship Rodeo would consider it a great honor to continue to serve the Western Stampede as your stock contracting firm. We take great pride in being affiliated with this great rodeo and look forward to assisting the board, committee, and volunteers in continuing to grow this historic rodeo into an even more prosperous event. As we look back to our first year producing your rodeo, we are grateful for the progress we all have made as a team. In 2012, under the previous stock contractor, Western Stampede had a total of 268 contestant entries with \$21,000 in total added money. In 2018, we realized 432 contestant entries and \$67,500 in total added money. We believe this is attributable to the unrelenting leadership by the Western Stampede Rodeo Committee and the strong team you have built. We are grateful to have been a part of that team for six years now and will continue to strive to exceed your expectations for years to come.

Why should the Western Stampede Rodeo choose Cervi Championship Rodeo?

We are committed to always bringing the Western Stampede the very best of award-winning bucking stock, a high level of entertainment value, as well as professionalism and appreciation for your many strong traditions. Should you choose for Cervi Rodeo to serve as your stock contractor again in 2019, we would anticipate sitting down together with your committee to learn from you what components of your current production you love, what items you hope to preserve and what/if any components that you would envision differently moving forward.

We take great pride in the fact that we are not only in the rodeo business; we are in the entertainment business. We have watched our fan base grow and change throughout the years and strive to constantly improve the entertainment value of every performance that we produce. Since our father's early beginnings in the rodeo business, he has insisted and instilled in us that rodeo is just as much about entertainment and captivating the crowd as it is about cowboys competing in the sport that they love.

II. CONTRACTOR

a. Primary Contractor Awards Won in The Past 3 Years

- 2015 – Won 2 Go-Rounds at the WNFR
- 2016 – Won 3 Go-Rounds Won at the WNFR
- 2017– Won 2 Go-Rounds at the WNFR

For the last 50 years, CERVI has had more stock selected for the Wrangler National Finals Rodeo than any other stock contractor in the business. CERVI has been awarded numerous honors, including more than 280 individual awards for its rodeo stock. Past accomplishments include:

- Holds the Record for Most Stock Sent to the WNFR In One Year
- Have Won Ten Rounds at the WNFR in the Last Five Years
- 4 times Bareback Horse of the Year
- 8 times Saddle Bronc Horse of the Year
- 3 times Bucking Bull of the Year
- 2 times Fighting Bull of the Year
- 2 times Stock Contractor of the Year
- Numerous WNFR honors of top stock of the WNFR, including but not limited to: 2010/2011 high marked horse of the WNFR and 2010 bucking bull of the WNFR

b. Proof of PRCA Qualification as a Full Stock Contractor is provided in **Attachment A**.

c. Proof of rodeos currently under contract along with the number of each type of stock provided for each rodeo is provided in **Attachment B**.

d. CERVI produces 7 of the top 50 rodeos in the PRCA (based on total PRCA combined purse standings).

III. STOCK

a. Cervi Championship Rodeo (hereinafter referred to as “CERVI”), shall provide all working stock, stock and management personnel required to conduct a PRCA sanctioned rodeo for the Western Stampede Rodeo (hereinafter referred to as “WS”) for a period of three (3) days over the July 4 holiday, located in West Jordan, Utah for the following dates: 2019: July 4, 5 and 6

b. CERVI will ensure all working stock be as fresh as possible for all events specified below. CERVI shall provide a sufficient quantity of livestock to ensure a comfortable margin of livestock for each event as specified by PRCA/WPRA rules.

c. CERVI will provide livestock and oversee the following rodeo events: Bareback Riding, Saddle Bronc Riding, Tie Down Roping, Steer Wrestling, Team Roping, Barrel Racing, and Bull Riding.

d. All rodeo stock is sorted and carefully classified for each rodeo. Cervi shall provide from their top stock and will lease other top stock contractors as needed to create fair and equal pens for each contestant. Cervi has sub-leased rodeo roughstock from stock contractors throughout the continent and is willing to work with any stock contractor in good standing with the PRCA.

Cervi will also work closely with the PRCA Directors of each event to determine specifically which stock will be performing at the Western Stampede Rodeo. This strategy and process is used at our most prestigious events including, but not limited to, Denver, San Antonio, Houston, San Juan Capistrano, and Nampa. Upon request, Cervi will provide a listing of all roughstock to be used and previous scoring statistics prior to being used in competition.

e. Livestock to be used at the Western Stampede Rodeo will include all of Cervi Championship Rodeo's top stock. A list of accredited livestock to be used at the WS selected to perform at the 2016 and 2017 Circuit Finals, All American Finals and the Wrangler National Finals Rodeo are included in **Attachment C**. (CERVI has 754 head of bucking horses, 48 saddle horses, and 139 bulls.)

IV. PERSONNEL

a. CERVI shall provide the following personnel with top accreditation.

- Announcer
- Bullfighters (2)
- Barrelman
- Arena Director/ Timed Event Chute Boss
- PRCA Secretary
- Timers (2)
- Pickup men (2)
- Flankman/ Livestock Superintendent
- Music Technician

- Insurance
- Grain and hay for rodeo livestock

b. Western Stampede Rodeo shall provide the following personnel and contracts for each event and performance:

- Specialty Act (contractor will assist in hiring)
- Volunteer Chute Labor
- PRCA Judges
- Flag Carriers
- Sound System
- Rodeo arena and all arena equipment for maintenance, including tractor
- Rodeo secretary office
- PRCA and WPRA Dues, Sanction Fees and Prize Money
- Ambulance service and security personnel

V. INSURANCE

a. CERVI shall provide insurance including a comprehensive general liability insurance policy with minimum limits of \$3,000,000 for each occurrence (Bodily Injury), \$1,000,000 for each occurrence (Property Damage), \$1,000,000 for each occurrence (Automobile Liability) and Utah Workers' Compensation according to the RFP.

VI. SPECIAL INSTRUCTIONS, QUALIFICATIONS, ADDITIONAL CONTRIBUTIONS

a. CERVI can provide a plethora of services to accentuate the experience of both the casual and experienced fan. Below are a few services, which CERVI believes the WS would benefit from:

- Pyro, Laser Lights, and Fog for Openings and Closings
- Opening and Closing Props and Scripts
- Opening Videos – Similar to NFR Opening Videos
- Email Marketing to Personal Database of Several Thousand PRCA Contestants
- Bucking Horse Drive in Parade
- Committee Retreat at Cervi Ranches

- Livestock Display at a Local Business
- Provide Mutton Bustin Sheep, Helmets, Vests, And Prizes for All Contestants

CERVI also always commits to the following promises:

- CERVI will work with volunteer groups and organizations on all levels of rodeo production and have a history of developing strong relationships with our team of employees and the volunteers at the rodeos we produce.
- CERVI considers animal care and welfare issues in regards to WS of the utmost importance and will make this matter a number one priority in its handlings.
- CERVI will see that all phases and all parts of the rodeo production are completely handled without any problems to WS.
- CERVI will coordinate and handle all problems arising out of contestants and contestants' animals.
- CERVI employees will be professional and good representatives of the company and the sport of rodeo.
- CERVI will provide consultation and professional services throughout the calendar year, including attending any/all meetings in preparation for the rodeo.

b. CERVI will partner with WS and as such shall provide ongoing suggestions and proposals based on Cervi Championship Rodeo's experience and knowledge to increase the overall quality, excitement, and the financial success of the event as a whole.

i. Examples of Successful Guidance to other Rodeos

- Estes Park
 - Prize Money Distribution – had record entries
 - Date Placement – record crowds and sold out box seats at all performances
 - Rodeo Parade Involvement – biggest attraction become the bucking horse drive
- San Antonio
 - Format Change to Make More Fan Friendly and Exciting – ticket holders purchased more tickets for the rodeo and less for the concert; concert became “icing on the cake”
 - Animal Athlete Presentation during Rodeo – secured more sponsorship dollars
 - Order of Events Change – fans became more engaged and did not leave early
- Houston
 - Animal Athlete Presentation during Rodeo – millions of online views
 - Format Change – catered more towards their demographic; made Rodeo Houston the most innovative to date

- Fort Madison
 - Sponsorship Opportunities – gained not only revenue, but more fans
- Rodeos Obtained within the last 10 Years
 - Prize Money Distribution and CERVI Marketing Campaigns - contestant entry numbers increased

c. Cervi will work alongside the WS as it relates to marketing the rodeo. As such, CERVI will post a minimum of four social media posts from May through July of each contracted year and one post no more than one day following the conclusion of each night's performance for a total of eight social media posts.

CERVI has an extensive social media outreach which it would utilize to market and promote WS frequently and per specific requests. With over 40,000 Facebook, 8,000+ on Instagram and 8,000+ on Twitter, CERVI has a combined 56,000+ followers on our social media platforms. We are extremely active in promoting our upcoming rodeos, western heritage, the sport of rodeo, patriotism and the western way of life. Specific social media strategies that CERVI believes WS would benefit from, and is willing to provide, include:

- Incorporating Giveaways with Cervi and WS Sponsors
- Create a Naming Contest using a CERVI animal as it relates to WS
- Host Facebook Live Feeds leading up to, or during, WS

d. References

National Western Stock Show and Rodeo - Produced Since 1967
 Paul Andrews, President & CEO
 (720) 987-3001
 pandrews@nationalwestern.com

San Antonio Livestock Show and Rodeo – Produced Since 1974
 Darci Owens, Rodeo Director
 (210) 287-9468
 darci@sarodeo.com

Houston Livestock Show and Rodeo – Produced Since 1974
 Mr. Joel Cowley, President and CEO
 (713) 819-4782
 cowley@hlsr.com

Tri-State Rodeo - Produced Since 1974
 Mr. Josh Denning, Chairman
 (319) 371-7265
 jdenn_2000@yahoo.com

Rooftop Rodeo – Produced Since 2015

Mr. Mark Purdy, Chairman

(970) 481-9512

chairman@rooftoprodeo.com

Snake River Stampede – Produced Since 1974

Mr. David Temple, President

(9208) 867-3193

david.temple@northwestfcs.com

Attachment A. Proof of PRCA Qualification as a Full Stock Contractor



WE ARE PRORODEO.

Professional Rodeo Cowboys Association

August 28, 2018

To Whom it May Concern:

Cervi Championship Rodeo and The Cervi Brothers Rodeo are currently both active and eligible stock contracting firms within the Professional Rodeo Cowboys Association.

Should you have any further questions or concerns, please contact me directly at the PRCA National Headquarters.

Regards,

A handwritten signature in cursive script that reads "Amy Jo Fields". The signature is written in black ink and is positioned above the typed name.

Amy Jo Fields
Stock Contractor Coordinator
Professional Rodeo Cowboys Association

Attachment B. Rodeos Currently Under Contract and Stock Provided

Rodeos Under Contract with 2018 Actual Stock Numbers									
Rodeo	Location	# of Perfs	BB	SB	BR	TD	SW	TR	Total Stock
National Western Stock Show	Denver, CO	29	157	169	141				467
San Antonio Rodeo	San Antonio, TX	21	186	186	10				382
RODEO HOUSTON	Houston, TX	20	258	258	258	166	178	166	1,284
National Finals Rodeo	Las Vegas, NV	10	4	8	4				16
Heart O' Texas Fair & Rodeo	Waco, TX	7	33	34	14				81
New Mexico State Fair	Albuquerque, NM	7	42	56	96	122	118	80	514
Rooftop Rodeo	Estes Park, CO	6	72	84	102	144	130	97	629
Snake River Stampede	Nampa, ID	6	86	97	110	216	224	184	917
Central Wyoming Fair & Rodeo	Casper, WY	5	68	71	83	118	121	186	647
Iowa's Championship Rodeo	Sidney, IA	5	36	55	62	52	66	54	325
Dayton Championship Rodeo	Dayton, IA	4	26	56	45	80	76	48	331
Tri State Rodeo	Fort Madison, IA	4	52	68	62	58	55	46	341
Sikeston Jaycee Bootheel Rodeo	Sikeston, MO	4	39	44	64	88	90	94	419
Cave Creek Pro Rodeo	Cave Creek, AZ	3	24	36	49	33	33	33	208
Skyline Stampede	Fort Collins, CO	3	29	46	45				120
All-Star Rodeo Weekend	Denver, CO	3	33	33	8				74
Annual Flint Hills Rodeo	Strong City, KS	3	41	34	48	68	58	45	294
Pioneer Days Rodeo	Clovis, NM	3	21	17	23	38	12	27	138
Flagstaff Rodeo	Flagstaff, AZ	3	37	32	38	54	30	36	227
Western Stampede	West Jordan, UT	3	46	55	50	66	81	55	353
Mountain States Circuit Finals	Loveland, CO	3	5	7	5				17
Great Lakes Circuit Finals	Louisville, KY	3	9	6	9				24
Texas Tech College Rodeo	Lubbock, TX	3	38	39	50	108	62	135	432
JEFFCO High School Rodeo	Golden, CO	2	8	12	42				62
ADCO High School Rodeo	Keenesburg, CO	2	8	12	38				58
Evergreen Rodeo	Evergreen, CO	2	23	22	44	26	29	25	169
Yuma County Fair & Rodeo	Yuma, CO	2	13	27	30	32	35	34	171
Logan County Fair & Rodeo	Sterling, CO	2	12	9	16	29	32	38	136
Kimball County Fair & Rodeo	Kimball, NE	2	12	23	14	17	19	22	107
Mission Viejo Rodeo	San Juan Capistrano, CA	2	36	36	34				106
Omaha River City Rodeo	Omaha, NE	2	30	30	36	75	75	75	321
Totals Per Event		174	1,484	1,662	1,630	1,515	1,449	1,405	9,370

Notes:

For rodeos that have not yet occurred for the year of 2018, the 2017 stock numbers were used
 Texas Tech College Rodeo is a new contract - numbers are based off of contractual obligations
 Sikeston Jaycee Bootheel Rodeo is a new contract - numbers are based off of contractual obligations
 Omaha Rodeo did not hold a rodeo in 2017 - numbers are based off of contractual obligations
 Albuquerque is no longer under contract

Attachment C. Livestock to be Used at the WS

National Finals Rodeo 2016

Barebacks	Saddlebrons	Bulls
S48 William Wallace	P16 Hell's Fire Hostage	458 Slim Kitty
R22 Control Freak	T54 2 Cookies	164 Big Time
P49 Gander Goose	R57 Alpha Dog	

National Finals Rodeo 2017

Barebacks	Saddlebrons	Bulls
S48 William Wallace	P16 Hell's Fire Hostage	164 Big Time
R22 Control Freak	T54 2 Cookies	-1 White Smoke
	R57 Alpha Dog	
	T10 On Fire	

Mountain States Circuit Finals 2016

Barebacks	Saddlebrons	Bulls
N16 Fire's Easy	G16 High Life Gal	C38 Happy Hooker
M27 Little Bo Peep	P35 Exploding Springs	J4 Rank Frank
-815 High Roller	T10 On Fire	G13 Vitalix Big Lick
	T12 Fly Me To The Moon	H2 Freckled Fire
	T73 Any Given Sunday	
	T56 Sip It Slow	
	T26 Sucker Punch	

Mountain States Circuit Finals 2017

Barebacks	Saddlebrons	Bulls
O13 Lonestar	P35 Exploding Springs	H12 Hooky
-815 High Roller	U22 Bossy Brad	J8 Back in Black
N16 Fire's Easy	U26 Fancy Frank	J88 Hurricane
U7 Tory's Boyfriend	U38 MomBo	E20 Mad Money
P30 Lil Bucker	U72 Richie's High	K5 Hammer Time
U46 Lunatic Sister*	U36 Banger Main	G13 Big Lick*
F37 Blood Bath*	U90 Going Yard	
	U64 Wicked Woman*	
	U4 Redial*	

***Denotes Alternates**

Great Lakes Circuit Finals 2016

Barebacks	Saddlebrons	Bulls
M22 Spotted Pup	J17 Fire Bomb	7X Smoke Wagon
R47 Longshot	Q24 Forked Up	458 Slim Kitty
R86 Justified	S39 Drug War	164 Big Time
S21 Migraine Mistress	N25 Sunday Special	111 Live Action
S9 Guiding Light	Q59 Roller Coaster	-1 White Smoke
R58 Gold Buckle		1825 High Jacker
Q38 Tino's Juarez		172 Slider
Q39 Grease Monkey		O1 Upper Deck
Q63 Last Pet		650 Download
S103 Dust Storm		738 Hot Wired
F42 Hostage		
Q68 Up & Away		

Great Lakes Circuit Finals 2017

Barebacks	Saddlebrons	Bulls
R40 Backlash	Q24 Forked Up	243 Big Sexy
F16 Rose Puff	S39 Drug War	40 Midlife Crisis
Q21 Lucky Lady	Q59 Roller Coaster	458 Slim Kitty
R49 Sugar Daddy	204 Sacred Sacrifice	7X Smoke Wagon
S37 Southern Comfort	S11 Night Watch	164Y Muddy Waters
R58 Gold Buckle	L23 Hello Dolly	B96 Smoking Armadillo
Q57 Backfire	R93 Shot Glass*	324 Kryptonite
R86 Justified		-1 White Smoke
Q38 Tino's Juarez	*Denotes Alternates	164 Big Time
163 Rockstar*		3236 Bearded Paradise

All American Finals 2016**Barebacks**

G3 Salsa Verde
 Q68 Up & Away
 S103 Dust Storm
 J50 Grakel Roan
 R12 Restless Heart
 S21 Migraine Mistress
 S8 Monkey Mistress
 S37 Southern Comfort
 Q63 Last Pet
 R40 Backlash
 R47 Longshot
 Q21 Lucky Lady
 S31 Titanium
 U53 Oil Held Hostage
 163 Rockstar
 T78 Living the High Life

Saddlebrons

R73 Pyro
 S39 Drug War
 T31 Tasmanian Devil
 204 Sacred Sacrifice
 S25 Paybacks
 P31 Silence of the Lamb
 S84 Buckin Crazy
 Q64 Grand Canyon
 T54 Two Cookies
 L23 Hello Dolly
 S56 The Natural
 Q10 Bare Naked
 O19 Insider
 R57 Alpha Dog

Bulls

G13 Big Lick
 E20 Mad Money
 J8 Back in Black
 J3 Hangin Ten
 C38 Happy Hooker
 H2 Freckled Fire

All American Finals 2017**Barebacks**

R40 Backlash
 R49 Sugar Daddy
 T82 Ain't No Angel
 R58 Gold Buckle
 S44 Dream Machine
 R86 Justified
 S37 Southern Comfort
 Q38 Tino's Juarez
 Q39 Grease Monkey
 Q68 Up & Away
 163 Rockstar
 Q57 Backfire
 S8 Monkey Mistress
 T15 Grin & Bare It
 U34 Blowtorch

Saddlebrons

204 Sacred Sacrifice
 G16 High Life Gal
 S39 Drug War
 S11 Night Watch
 S56 The Natural
 J17 Firebomb
 S84 Buckin Crazy
 L23 Hello Dolly
 T31 Tasmanian Dolly
 U39 Lunatic Street
 U82 Hit Man
 R83 Face off
 Q65 Bath Bubbles
 T51 Family Tradition

Bulls

E20 Mad Money
 K9 It's Complicated
 H12 Hooky
 J4 Rank Frank
 K5 Hammer Time
 K7 Po-Boy
 J8 Back in Black



NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Binion Ceni, being first duly sworn, deposes and says that he or she is Executive Director of Ceni Championship Rodeo, the party making the foregoing bid. The bidder, offeror, or contractor represents that it has not: 1) provided an illegal gift or payoff to a West Jordan City officer or employee or former West Jordan City officer or employee, or his or her relative or business entity; 2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the city conflict of interest ordinance; or 3) knowingly influenced (and hereby promises that it will not knowingly influence) a West Jordan City officer or employee or former West Jordan City officer or employee to breach any of the ethical standards set forth in the city conflict of interest ordinance, title 1, chapter 11 of the West Jordan city code.

Responsible Managing Officer Binion Ceni Binion Ceni
Title Executive Director
Organization Ceni Championship Rodeo
Address 30130 County Road 49
Greeley, CO 80631

WENDY C. WOERNER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124070551
MY COMMISSION EXPIRES NOV. 28, 2020

STATE OF CD
COUNTY OF Weld

On this 27th day of September, 2018, personally appeared before me, Binion Ceni who being by me duly sworn did say that he or she is the Executive Director of Ceni Championship Rodeo and that the foregoing instrument was signed in behalf of said entity by proper authority, and he or she acknowledged to me that said entity executed the same.

Wendy C. Woerner
NOTARY PUBLIC

My Commission Expires: 11/28/2020
Residing in Weld County, Colorado