

STEVEN BABBITT - 2021 BULLS & BRONCS

AGREEMENT dated this 21 day of June, 2021, by and between Tooele County ("County"), and Steven Babbitt ("Babbitt").

WHEREAS, Babbitt is willing and able to plan, promote and produce a Bulls & Broncs show on August 6, 2021, at County's Deseret Peak Complex; and

WHEREAS, persons who attend the Bulls & Broncs show will be charged an admission fee; and

WHEREAS, County desires to contribute to the Bulls & Broncs show financially and by providing certain services; and

WHEREAS, County's contributions are less than the fair market value of Babbitt's services, expenses and efforts;

NOW THEREFORE, the parties mutually agree as follows:

1. County shall contribute \$10,000 to the Bulls & Broncs show by paying \$10,000 to Babbitt at least 20 days prior to the beginning of the stock show.
2. County shall perform or provide the following services at County's expense:
 - Prepare the arena prior to the event
 - Provide lighting and restrooms
 - Provide the sound system
 - Waive the facility fee(s)
3. Babbitt shall perform or provide for all other services required to plan, promote and produce the Bulls & Broncs show, maintain the arena as needed during the event, and provide security and EMS during the event.
4. Babbitt shall provide admission ticket takers and shall retain all proceeds from the sales of admission tickets.
5. Babbitt shall obtain and maintain the following types and amounts of insurance:

| Coverage | Minimum Limit |
|------------------------------|---------------------------------------------------------|
| Commercial General Liability | Per Occurrence - \$2,000,000 Aggregate - \$3,000,000 |
| Spectator Liability | Combined Single Limit = \$1,000,000 |

All insurance policies shall be issued by a company or companies authorized to do business in the State of Utah which carry a Moody's rating of not less than A.

6. This Agreement may not be assigned.

7. This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties. Babbitt is not a County employee and has no authority to enter obligations on behalf of County.

8. This Agreement shall expire on September 1, 2021. This Agreement may be terminated for cause by either party upon 10 days' written notice to the other party. This Agreement may be terminated by County without cause upon 30 days' written notice to Babbitt. If County terminates for convenience, Babbitt shall cease performing services, and County shall pay to Babbitt compensation for services performed and costs incurred prior to termination.

9. 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 signed by the parties.

10. Babbitt represents that he has not: (a) provided an illegal gift or payoff to a county officer or employee or former county officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; or (c) knowingly influenced (and hereby promises that he will not knowingly influence) a county officer or employee or former county officer or employee to breach any of the ethical standards set forth in the County's Conflict of Interest policy.


TOOELE COUNTY:


James A. Welch
Tooele County Manager

STEVEN BABBITT:


Steven Babbitt

APPROVED AS TO FORM:


Colin Winchester
Deputy County Attorney