



**Tooele County Council  
Agenda Item Summary**

**Department Making Request:**

Parks & Recreation

**Meeting Date:**

August 2, 2022 - Ratification

**Mark Options That Apply:**

**Grant**  
*1 time*

**Contract**  
*1 yr. or less*

**Purchase**

*Exp date: 09/01/2022*

**Grant**  
*With County Match*

**Contract**  
*More than 1 yr.*

*Exp date: \_\_\_\_\_*

**Budget Impact:**

**In Budget**

**Over Budget**

**Amount of Contract, Service, Grant:** \$ 0.00

**Item Title:** 2022 Bulls & Broncs (Steve Babbitt) - Corey Bullock

*Please answer the who? what? when? why?*

This is a contract that allows the county to provide certain services for the Bulls & Broncs show on August 5, 2022. The county will perform or provide the following: prepare the arena, provide lighting and restrooms, provide the sound system, and they will waive the facility fees. These services are less than the fair market value of Babbitt's services, expenses, and efforts.

**List who needs copies when approved:** Clerks

**STEVEN BABBITT - 2022 BULLS & BRONCS**

**AGREEMENT** dated this day 14th of June, 2022, 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 5, 2022, 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 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 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)
2. 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.
3. Babbitt shall provide admission ticket takers and shall retain all proceeds from the sales of admission tickets.
4. 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.

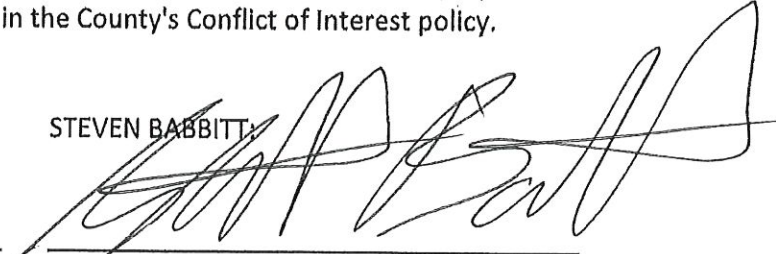
5. This Agreement may not be assigned.
6. This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties. Babbitt is not a County employee and has no authority to enter obligations on behalf of County.
7. This Agreement shall expire on September 1, 2022. 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.
8. 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.
9. 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:

STEVEN BABBITT:

James A Welch - 7/14/22

James A. Welch  
Tooele County Manager

  
Steven Babbitt

APPROVED AS TO FORM:

Colin Winchester 06/14/2022

Colin Winchester  
Deputy County Attorney

Signature: James A Welch - 7/14/22  
James A Welch - 7/14/22 (Jul 14, 2022 16:42 MDT)

Email: andy.welch@tooeleco.org



# 20220713092951756

Final Audit Report

2022-07-14

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-  Document created by Cylee Pressley (cylee.pressley@tooeleco.org)  
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-  Document emailed to andy.welch@tooeleco.org for signature  
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-  Email viewed by andy.welch@tooeleco.org  
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-  Document e-signed by James A Welch - 7/14/22 (andy.welch@tooeleco.org)  
Signature Date: 2022-07-14 - 10:42:57 PM GMT - Time Source: server
-  Agreement completed.  
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