

**STEVEN BABBITT - STOCK SHOW
COUNTY FAIR 2023**

AGREEMENT dated this 23rd day of June, 2023, by and between Tooele County ("County"), and Tooele County Junior Livestock Show & Sale ("Livestock").

WHEREAS, Livestock is willing and able to plan, promote and produce a stock show on August 2-5, 2023, at County's Deseret Peak Complex; and

WHEREAS, persons who attend the stock show will not be charged an admission fee; and

WHEREAS, county residents will participate in and attend the stock show; and

WHEREAS, County desires to contribute to the stock show financially and by providing certain services; and

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

NOW THEREFORE, the parties mutually agree as follows:

1. County shall contribute \$10,000 to the stock show by paying \$10,000 to Livestock 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 facilities to Livestock's specifications, including clean up, lighting and restrooms, roll floor and bring over panels
 - Provide the sound system
 - Waive the facility fee(s)
3. Livestock shall perform or provide for all other services required to plan, promote and produce a stock show.
4. This Agreement may not be assigned.
5. This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties. Livestock is not a County employee and has no authority to enter obligations on behalf of County.

6. This Agreement shall expire on September 1, 2023. 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 Livestock. If County terminates for convenience, Livestock shall cease performing services, and County shall pay to Livestock compensation for services performed and costs incurred prior to termination.

7. 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.

8. Livestock 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:

TOOELE COUNTY JUNIOR LIVESTOCK SHOW &
SALE

James A Welch 6/29/2023
James A. Welch
Tooele County Manager

Steven Babbitt
Steven Babbitt
6-28-2023

APPROVED AS TO FORM:

Colin Winchester 06/23/2023
Colin Winchester
Deputy County Attorney