

**UTAH STATE UNIVERSITY EXTENSION 4-H
COUNTY FAIR 2023**

AGREEMENT dated this 23rd day of June, 2023, by and between Tooele County ("County"), and Utah State University Extension ("USUE").

WHEREAS, USUE is willing and able to plan, promote and produce a 4-H show on August 3-5, 2023, at County's Deseret Peak Complex; and

WHEREAS, persons who attend the 4-H show will not be charged an admission fee; and

WHEREAS, county residents will participate in and attend the 4-H show; and

WHEREAS, County desires to contribute to the 4-H show financially and by providing certain services; and

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

NOW THEREFORE, the parties mutually agree as follows:

1. County shall contribute \$5,000 to the 4-H by paying \$5,000 to USUE at least 20 days prior to the beginning of the 4-H show.
2. County shall perform or provide the following services at County's expense:
 - Provide the physical facility, from August 2 through August 6, in which the 4-H show will be held
 - Waive the facility fee(s)
3. USUE shall perform or provide the following services at USUE's expense:
 - Set-up the 4-H exhibit hall
 - Assist participants as needed with setting up their exhibits/displays prior to the opening of the show
 - Judge the exhibits/displays and distribute awards
 - Provide adult supervision at the exhibit hall as follows:
 - August 3 – from 10 am to 10 pm
 - August 4 – from 10 am to 10 pm
 - August 5 – from 10 am to 10 pm
 - Assist participants as needed with removing their exhibits/displays at the conclusion of the show. Fair entries may not be removed prior to August 5, 2023, at 10 pm.
 - Provide all other services required to plan, promote and produce the 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. USUE 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 USUE. If County terminates for convenience, USUE shall cease performing services, and County shall pay to USUE 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. USUE represents that it 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 it 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:

USUE:

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

Darlene Christensen
Darlene Christensen
4-H Home & Community Associate Professor

APPROVED AS TO FORM:

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