

AGREEMENT  
between  
WEBER COUNTY  
and the  
WEBER JUNIOR LIVESTOCK ASSOCIATION

THIS AGREEMENT (“Agreement”) is between **WEBER COUNTY**, a body corporate and politic of the State of Utah (“County”) and the **WEBER JUNIOR LIVESTOCK ASSOCIATION** (“Jr. Livestock”). County and Jr. Livestock may be referred to jointly as the “parties.”

**RECITALS**

**WHEREAS**, since 1988, Weber County has administered and financially supported the Jr. Livestock Program; and

**WHEREAS**, after review from the County's audit committee, recommendation was made to the Board of County Commissioners to transition the program away from being a County administered program to a non-profit organization; and

**WHEREAS**, Jr. Livestock is in the process of becoming a non-profit organization; and

**THEREFORE**, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the Parties covenant and agree as follows:

1. OBLIGATION OF THE PARTIES

a. County's Obligation

Upon Jr. Livestock's establishment as a non-profit entity, County agrees to provide Jr. Livestock with the following:

- i. The balance of the 1% trust account after the County is reimbursed by the trust account for expenses incurred by the County on behalf of Jr. Livestock.
- ii. Any and all items previously purchased with the 1% balance (e.g. shade tarps, auction platform, panels, etc.)
- iii. Allow items purchased with the 1% balance to be stored at the County's Fairgrounds. County will not be liable for items that are damaged, misplaced, and/or are stolen. County shall further be allowed to utilize any and all items belonging to Jr. Livestock stored at the County's Fairgrounds. An inventory of said items is attached to this Agreement as “**Exhibit A**”.
- iv. County shall provide support for t-shirts, credentials, parking passes, ribbons, rosettes, grand and reserve banners, buckles for grand and reserve

market in each species, and exhibitor bibs for an estimated \$3,720.00 This amount will be reassessed every 1- 3 years at the discretion of County.

- v. The County's fair director, as well as a Weber County Fairgrounds Advisory Board member, may be included in meetings and planning concerning their involvement with the Weber County Fair and will act as a point of contact.
  - vi. County shall provide admission tickets to the Weber County Fair at cost to Jr. Livestock specifically for sponsorships.
- b. Jr. Livestock's Obligations
- i. Jr. Livestock shall pay the County the following amounts to cover hard costs associated with producing their tag in's, shows, and auction during the Weber County Fair:
    - \$12,672.79 in 2023 for the expenses listed in "Exhibit B" attached to this Agreement.
    - \$6,000 in 2024
    - \$7,000 in 2025
    - \$8,000 in 2026 - 2030
  - ii. Jr. Livestock shall maintain liability insurance in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

## 2. EFFECTIVE DATE/TERM

This Agreement shall be effective as of the 1<sup>st</sup> day of January 2023 and will continue for a period of 7 years following the effective date ("Term"). County reserves the right to review this Agreement on a regular basis regarding performance and cost analysis and may negotiate price and service elements during the term of this Agreement. The term of this Agreement is contingent on Jr. Livestock's hosting of their animal shows and auctions during the Weber County Fair and at the Weber County Fairgrounds.

## 3. TERMINATION

- a. Termination for Default. County may terminate this Agreement for an "Event of Default as defined, upon written notice from County to Jr. Livestock.
- b. Termination by Jr. Livestock for Default. Jr. Livestock may terminate this Agreement foran Event of Default upon written notice from Jr. Livestock to County.
- c. Event of Default. As used in this Agreement, the term "Event of Default" means (a) a party fails to make any payment herein when the same becomes due and such failure continues for a period of 30 (thirty) days after written notice to the party failing to make such payment; (b)a party hereto fails to perform any of its material obligations and such failure continues for a period of 30 (thirty) days after written notice to such defaulting party; or (c) any material representation or warranty of a party contained in this Agreement

proves to be untrue or incorrect in any material respect when made.

- d. Force Majeure. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Jr. Livestock or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.
- e. No Limitation of Rights. The rights and remedies of the parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.
- f. Termination for Convenience. County and Jr. Livestock reserve the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever either party determines, in its sole discretion that it is in their interest to do so. If either party elects to exercise this right, the terminating party shall provide written notice to other party at least 30 (thirty) days prior to the date of termination for convenience. Either party's termination hereunder will not be deemed a termination for default nor will it entitle the other party to any rights or remedies provided by law or this Agreement for breach of contract or any other claim or cause of action.

#### 4. AGENT

No agent, employee or servant of Jr. Livestock or County is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. Jr. Livestock and County shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Jr. Livestock and County shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement that both are independent contractors.

#### 5. SEVERABILITY

In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

#### 6. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Jr. Livestock of applicable law, rule or regulation, shall constitute an event of default under this

Agreement. Jr. Livestock is responsible, at its sole expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

#### 7. NON-ASSIGNMENT

Neither party shall assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the prior written approval of the other.

#### 8. NON-FUNDING

If Jr. Livestock's performance or County's performance under this Agreement depends upon the appropriation of funds by either the Utah Legislature or the Weber County Commission, and if the legislating body fails to appropriate the funds necessary for the performance, then this Agreement may be terminated by either party by providing written notice to the other party without further obligation. Said termination shall not be construed as breach of or default under this Agreement and said termination shall be without penalty, additional payments, or other charges to County or Jr. Livestock of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of County or Jr. Livestock, their successors or assigns, as to this Agreement, or any portion thereof, which may so terminate and become null and void.

#### 9. GOVERNING LAW

It is understood and agreed by the Parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of Weber County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

#### 10. STANDARD OF PERFORMANCE/PROFESSIONALISM

Jr. Livestock acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Jr. Livestock agrees to perform the services under this Agreement with the level of professionalism expected in its industry/profession in the community. Further, Jr. Livestock, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interests of the County.

#### 11. INDEMNIFICATION

Jr. Livestock agrees to indemnify and hold harmless the County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries,

and liabilities of, to, or by third Parties, including Jr. Livestock, however allegedly caused, resulting directly or indirectly from, or arising out of, Jr. Livestock's breach of this Agreement or any acts or omissions of or by Jr. Livestock, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement. Jr. Livestock agrees that its duty to indemnify the County under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of the County.

## 12. GOVERNMENTAL IMMUNITY

County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904. The Parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

## 13. COUNTERPARTS

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

## 14. ENTIRE AGREEMENT

County and Jr. Livestock acknowledge and agree that this Agreement constitutes the entire integrated understanding between County and Jr. Livestock, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the Parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

## 15. INTERPRETATION

County and Jr. Livestock agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement shall be invalid, prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

[signature page to follow]

In witness whereof, the Parties execute this Agreement.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
Gage Froerer, Chair

Commissioner Froerer voted \_\_\_\_\_

Commissioner Harvey voted \_\_\_\_\_

Commissioner Bolos voted \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

WEBER JUNIOR LIVESTOCK ASSOCIATION

By: Craig R Jensen

Title: President

Date: 1/3/24

## EXHIBIT A

### Jr. Livestock Equipment Inventory

Equipment	Number	Notes
<b>Tarter</b>		
4' gate	90	
4' panel	80	
6' gate	24	
6' panel	159	
<b>Priefert</b>		
4' panel	12	
4' gate	12	
6' panel	13	
<b>Old Galvanized Hog Pens</b>		
hinged/l-shaped	110	
end panel	1	
back panel	63	
<b>Powder River</b>		
5' panel	21	
Gate	10	
<b>Bubba's Galvanized</b>		
gate	6	
panel	4	
<b>Tarter - Galvanized</b>		
10' panel	96	
6' panel	119	
<b>Brian "Specials"</b>		
double bow gate	1	
single bow gate	1	
<b>Blue Fremont Panels</b>		
12' panel	42	
6' panel	10	
<b>Misc.</b>		
4'x6' scanning chute	1	
loading ramp	1	
pig boards	24	
pins (long & short)	unknown	

auction platform w/ mats  
pig waters  
shade tarps  
TV's  
ancillary TV equipment

1

4 linear runs of pig nipples; 2 headers w/ regulators  
Farm Tek, multiple w/ hardware  
Originally purchased by county, charged on reimbursement settlement



## EXHIBIT B

## Jr. Livestock Expenses to be Reimbursed

Date	Amount	Description	Notes
Aug-22	\$ 1,599.98	(2) TV's	
12/6/2022	\$ 200.00	2023 Scale Certification	
3/9/2023	\$ 836.75	JL Tags	
3/21/2023	\$ 154.31	Website Domain Renewal	
4/1/2023	\$ 500.00	Fair Entry Subscription	
4/3/2023	\$ 31.37	GoDaddy	Brian knows
4/19/2023	\$ 128.57	GoDaddy	Brian knows
4/25/2023	\$ 529.82	Printer	
5/25/2023	\$ 175.00	RV spot for Candace Keisel	
5/26/2023	\$ 2,879.50	Buckles	Less grand & reserve in each species
5/26/2023	\$ 7.65	Bounceback Rosettes	
5/26/2023	\$ 233.75	Heifer Show (ribbons, buckles)	
6/21/2023	\$ 70.00	Sponsor Tickets	
-	\$ -	Premiums	Didn't end up paying any out
7/26/2023	\$ 21.00	Sponsor Tickets	
7/28/2023	\$ 175.00	RV spot for Kelli Hales	
8/9-8/11/23	\$ 14.34	Judges Meals	Wed.-Fri.
8/12/2023	\$ 100.00	Pepsi Ice	
8/2/2023	\$ 15.75	Sponsor Tickets	
8/9/2023	\$ 5,000.00	GSEC Cost	

**\$ 12,672.79 Owed to County**