

AGREEMENT
between
SALT LAKE COUNTY
and
UTAH STATE UNIVERSITY
(SALT LAKE EXTENSION)
for 4-H Discovery Days

This Agreement is entered into this _____ day of _____, 2020, between Salt Lake County, a body corporate and politic of the State of Utah (“County”) and Utah State University, on behalf of its Salt Lake Extension, with its principal place of business at 1415 Old Main Hill, Logan, Utah 84322 (“University”). County and University may be referred to jointly as “the Parties.”

RECITALS

WHEREAS, University is an institution of higher education and body corporate and politic of the State of Utah as provided for in Utah Code Ann § 53B-2-101(1)(a); and

WHEREAS, University provides research-based agriculture and natural resource programs and resources with the goal of improving the lives of individuals, families and communities throughout Utah; and

WHEREAS, County desires to provide a community education event known as “4-H Discovery Days” to the Salt Lake County community; and

WHEREAS, University is willing to act as a partner in providing education services to Salt Lake County community; and

THEREFORE, the Parties covenant and agree as follows:

1. SCOPE OF SERVICES

- A. University will serve as a leading partner for an event designed to highlight the 4-H program and Utah’s agricultural roots.
- B. University will work alongside partnering organizations to facilitate and promote year-round activities which will culminate at the 4-H Discovery Days event. The event will present blue ribbon competitions, educational and innovative exhibits in a safe family atmosphere; preserving and enhancing the previous traditions of the Salt Lake County Fair and providing a gathering place for youth to showcase their products and skills; creating educational, social, cultural and economic opportunities to preserve and promote agriculture and local rural traditions. This may include, but is not limited to,

components such as educational workshops, entertainment, and 4-H exhibits.

- C. University shall hire and supervise the 4-H Discovery Days Coordinator. This will be a year-round, part-time position dedicated to the 4-H Discovery Days event and the activities leading up to it.

2 CONSIDERATION

As consideration for the services described in this Agreement, County agrees to pay University an amount not to exceed \$35,000.00.

3 TERM

This agreement shall begin on that date the agreement is fully executed and shall terminate on December 31, 2020 ("Term").

4 TERMINATION

This Agreement may be terminated, with or without cause, in advance of the specified expiration date, by either party, upon thirty (30) days prior written notice being given the other party, specifying the effective date of said termination.

5 AMENDMENT

This Agreement may be modified, but only by an instrument in writing signed by the parties hereto.

6 INDEMNIFICATION

It is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or its agents, officers or employees. The parties agree to indemnify each other and hold each other harmless from any damages or claims from damages or claims from damages occurring to persons or property as a result of the negligence or fault of their own agents, officers or employees involved in this Agreement.

7 GOVERNMENTAL IMMUNITY

County and University are bodies corporate and politic of the State of Utah, subject to the Utah Governmental Immunity Act ("Act"), Utah Code Ann. §§ 63-30d-101, et seq. The Parties agree that County and University 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. County represents that it is self-insured pursuant to the provisions of Utah Code Ann. §630-7-801.

8 INSURANCE.

County represents that it is self-insured pursuant to the provisions of Utah Code Ann. § 63G-7-801. University shall maintain insurance or self-insurance coverage sufficient to meet the obligations hereunder and consistent with applicable law.

9 THIRD PARTIES.

Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person, board, or entity, other than the parties hereto and their successors and assigns, any right or remedies by reason of this Agreement, as a third-party beneficiary or otherwise.

10 RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement shall constitute or be construed to create any partnership or agency relationship between the parties, or to create any new entity.

11 SEVERABILITY

If any portion of this AGREEMENT shall be or become illegal, invalid or unenforceable in whole or in part for any reason, such provision shall be ineffective only to the extent of such illegality, invalidity or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this AGREEMENT.

12 COMPLIANCE WITH APPLICABLE LAWS

The Parties shall comply with all applicable statutes, laws, rules and regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this MOU.

13 GOVERNING LAWS

This AGREEMENT shall be enforced and governed under the laws of the State of Utah, and jurisdiction for any action based on this AGREEMENT shall be with the District Court of Salt Lake County, State of Utah.

14 ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written AGREEMENT shall be binding or valid; and this AGREEMENT may not be enlarged, modified, or altered except in writing, and signed by the Parties.


IN WITNESS WHEREOF, the parties hereto sign and cause this AGREEMENT to be executed.

SALT LAKE COUNTY

By: _____
Mayor Wilson or designee

Date: _____

UTAH STATE UNIVERSITY

By:  BA
BA

Title: VP for Extension & Dean CAAS

Date: 02/03/2020

HUMAN SERVICES DEPARTMENT:

Karen G. Crompton Digitally signed by Karen G. Crompton
Date: 2020.02.06 15:49:17 -07'00'
By: _____
Karen Crompton, Director or designee

APPROVED AS TO FORM:

By: _____

APPROVED AS TO FORM: Digitally signed by
Liam M. Keogh
Date: 2020.01.22
11:33:45 -07'00'
Liam M. Keogh

Signature: 
Bryan Arnell (Feb 3, 2020)

Email: bryan.arnell@usu.edu