

Memorandum of Understanding Routt County Junior Livestock Sale

This Memorandum of Understanding regarding the Routt County Junior Livestock Sale (“MOU”) dated as of August 3, 2022, is between Routt County, Colorado (“County”) acting by and through its Board of County Commissioners, and RC Jr. Livestock Sale Committee, a Colorado nonprofit corporation (“JLS”).

Recitals

- A. The Routt County Fair is an annual event held at the Routt County Fairgrounds. A Junior Livestock Sale (“Sale”) is an event that is also held annually during the Routt County Fair.
- B. The JLS is a nonprofit corporation created for the purpose of administering the Sale.
- C. The purpose of this MOU is intended to set forth the duties and responsibilities of the County and JLS with respect to the Sale.

Terms and Conditions

1. Routt County agrees to provide the Multipurpose Building at the Routt County Fairgrounds (“Facility”) for the purpose of the Sale during the Routt County Fair, at an agreed upon date and time.

JLS shall not make use of the Facility for any other use and shall not permit others under their control or with their permission to do so. JLS shall not use other Fairground facilities and shall use only that portion of the Fairground for the permitted use. This MOU is for the purposes of the JLS Sale only and makes no limitation on other uses of Fairground facilities that may be separately agreed to by the parties.

The normal rental fee is waived for this purpose based on the further consideration contained within this MOU.

- 2. County agrees to perform the following duties with respect to the Sale:
 - a. Post JLS created content that complies with sponsorship and advertising guidelines established by the Routt County Fair Advisory Board, to the Routt County Fair’s standard media outlets such as Facebook and webpage.
 - b. Provide use of and maintenance services for the Multipurpose Building, pens, belting, show ring panels & gates and bleachers for JLS’s use during the Sale at the County’s sole discretion.
 - c. Assist the JLS with set up and tear down of the Multipurpose Building, such as assisting with the stalls, shavings, and mats.
 - d. Provide and maintain port-o-johns, for use during the Sale.
 - e. To the extent County has wifi available, provide wifi for use during the Sale.

3. All other duties required to be performed in order to administer the JLS Sale are the responsibility of JLS, including, but not limited to, set up and tear down of the sale itself and assisting with the set up and tear down of the Multipurpose Building. Any use of fair entry software, collection and disbursement of payments is outside the terms of this MOU. JLS may have a separate agreement with CSU Extension for these services.

4. JLS shall administer and operate the Sale at its sole expense.

5. JLS agrees to follow the sponsorship and advertising guidelines established by the Routt County Fair Advisory Board and consistently communicate matters regarding the Sale with the Routt County Fair Advisory Board.

6. JLS shall leave the Facility and the Fairgrounds in as good a condition at the end of the use as it was at the beginning of such use, normal wear and tear excepted. JLS shall clean the Facility and Fairgrounds if they become dirty or littered during their use. JLS shall also be responsible for the costs of any repair to the Facility or the Fairgrounds resulting from their use.

In the event the County is required to repair damage that is the responsibility of the JLS, County shall be entitled to recover such costs from JLS.

7. This MOU shall be in effect through December 31, 2022. The MOU shall automatically renew for additional one year terms unless terminated by either party as set forth below.

8. Either party to this MOU shall have the right to terminate this MOU by giving the other party written notice no later than the last day of the calendar year.

9. To the extent permitted by applicable law, JLS shall indemnify and hold harmless County, the Board of County Commissioners, and the County's agents and employees from and against any and all claims, damages, losses, injuries and expenses, including attorney fees, arising out of or resulting from the Sale.

10. To the extent required by law, JLS shall be responsible for worker's compensation and all other benefits for its employees..Such employees shall not, for any reason, be deemed the agents, servants or employees of County. No employee of JLS shall be entitled to unemployment insurance benefits through the County. JLS shall be obligated to pay any federal or state income taxes due with respect to any sum payable by County hereunder, if any.

JLS shall maintain special events insurance providing for Routt County and the Board of County Commissioners to be named as an additional insured and shall provide County with evidence, acceptable to County, that the insurance required hereby is in full force and effect.

11. JLS shall not assign its interest in this MOU without the prior written consent of County, which may withhold such consent in its sole discretion. Except as so provided, this MOU shall be binding on and inure to the benefit of the parties hereto, their respective successors and assigns, and shall not be deemed to be for the benefit of or enforceable by any third party.

12. Any notice required under this MOU may be personally delivered or mailed in the United States mails, first class postage prepaid to the party to be served at the following addresses:

Town: RC Jr. Livestock Sale Committee
1901 Pine Grove Road, Suite 101
Steamboat Springs, Colorado 80487

County: Routt County Board of Commissioners
522 Lincoln Avenue, Suite 30
Steamboat Springs, Colorado 80487

Notices personally served shall be deemed served on the date of delivery. Notices mailed shall be deemed served two business days following the date of mailing.

13. This MOU constitutes the entire agreement between the parties concerning the Sale and may not be amended except by a written document executed by both parties hereto.

14. This MOU shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. The parties agree that venue in any action to enforce or interpret this MOU shall be in the District Court in the Fourteenth Judicial District for the State of Colorado.

ROUTT COUNTY, COLORADO

By: _____
M. Elizabeth Melton, Chair
Board of County Commissioners

ATTEST:

Jenny L. Thomas
Routt County Clerk

By: _____
Adonna Allen, President
RC Jr. Livestock Sale Committee