

2023

BUTTE-LAWRENCE COUNTY FAIR AGREEMENT

Pursuant to the authorization of SDCL 1-24 and act amendatory thereto, comes now Butte County and Lawrence County and hereby enter into this Agreement.

I. PURPOSE

WHEREAS, both Butte County and Lawrence County wish to maintain an annual county fair pursuant to the provisions of SDCL 7-27 and acts amendatory thereto, and

WHEREAS, both Butte County and Lawrence County deem it expedient to combine their efforts and resources in the promotion of said county fairs into one joint county fair, and

WHEREAS, said joint county fair will enhance the promotion of agriculture, conserve county tax dollars, and result in a better county fair for all residents of the respective counties, and

NOW THEREFORE, Butte County and Lawrence County do hereby enter into this joint Agreement.

II. DURATION OF AGREEMENT

This Agreement shall commence and become effective January 1, 2023 and shall expire December 31, 2023, unless terminated earlier as set forth in Section VI.

III. BUTTE-LAWRENCE COUNTY FAIR BOARD

This Agreement shall act as a renewal of the previous Agreement. However, no previous terms and conditions shall be enforceable or in effect, unless ratified herein. The Butte-Lawrence County Fair Board shall consist of ten (10) members. The Butte County Commission shall appoint five (5) members, and five (5) members shall be appointed by the Lawrence County Commission. One (1) appointed member from each county shall be a member of the respective Board of County Commissioners.

The term of each of the appointed members of the Butte-Lawrence County Fair Board,

excluding the member of the County Commission, shall be three (3) years. Each member will only be entitled to serve two (2) terms consecutively, unless waived by the respective appointing authority.

Within thirty (30) days of the effective date of this Agreement, said appointed members shall convene at which time the following shall be elected:

1. Chairperson
2. Vice President
3. Secretary/Treasurer

Each officer shall be elected at the first meeting of the year and may be re-elected to successive terms throughout their term of office. The Chairperson and Vice Chairperson shall not be residents of the same county.

The Chairperson shall be responsible for the overall direction of the meetings of the Butte-Lawrence County Fair Board and shall be responsible for carrying out the directives of the Board. The Vice Chairperson shall assist the Chairperson in carrying out the directives of the Board and shall preside over any meetings or function at which the Chairperson is absent.

The Secretary/Treasurer shall be responsible for the keeping of minutes at all Fair Board meetings and shall maintain a record of financial transactions involving said Fair activities as may be required by law.

IV. FINANCING

Lawrence County hereby agrees to contribute a sum of no more than \$10,000 per year to the Butte-Lawrence County Fair Board to be used for the establishment and maintenance of the Butte-Lawrence County Fair.

Butte County hereby agrees to contribute a sum of no more than \$7,500 per year to the Butte-Lawrence County Fair Board to be used for the establishment and maintenance of the Butte-Lawrence County Fair.

The aforementioned contributions shall be made available to the Butte-Lawrence County Fair Board on or before the 9th day of May, 2022. The Secretary/Treasurer shall submit a signed voucher to the respective county Auditor before the allocation is paid. The Butte-Lawrence County Fair Board shall provide a financial accounting for all funds expended no later than

October 1, 2022 to each county. The accounting shall set forth all expenditures made and a record of assets, accounts payable, accounts receivable and any other pertinent financial data.

In further consideration of this Agreement, Butte County agrees to contribute the following personal or real property or services for the Butte-Lawrence County Fair: dust control, gravel, heavy equipment work, weed control and police protection.

V. RENEWAL

This Agreement may be renewed annually upon the prior approval of both the Butte County and Lawrence County Commissions.

VI. TERMINATION OF AGREEMENT

This Agreement shall terminate upon the expiration of the term of this Agreement or upon a 30-day written notice by either the Butte County Commission or Lawrence County Commission.

Upon termination of this Agreement, all assets previously owned by the respective parties herein shall revert to the prior owner. Any funds on hand at the termination of this Agreement after the payment of all outstanding bills shall be allocated equally between Butte County and Lawrence County.

VII. INSURANCE AND MISCELLANEOUS COSTS

Butte County agrees to pay the entire insurance premium for the Butte-Lawrence County Fair. Butte County shall further pay all of the costs associated with highway maintenance of county roads used during the Fair. Any further expenses shall be the responsibility of the Fair Board.

VIII. HOLD HARMLESS AND INDEMNIFICATION

Butte County and Lawrence County agree to indemnify and hold harmless the Butte-Lawrence County Fair Board, its officers, agents and employees from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of the performance of services hereunder. This section does not require Butte County or Lawrence County to be responsible for or defend against claims or damages arising from intentional torts of the Butte-Lawrence County Fair Board, its officers, agents or employees or from the

intentional torts of third parties that are not officers, employees or agents of Butte County or Lawrence County. Nothing in this Agreement is intended to impair the insurance coverage of Butte County or Lawrence County or any subrogation rights of the respective county's insurers.

IX. CONTROLLING LAW PROVISION

This Agreement shall be governed by and construed both as to interpretation and performance in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court.

LAWRENCE COUNTY:

Dated this ___ day of December, 2022.

CHAIRMAN

ATTEST:

AUDITOR

BUTTE COUNTY:

Dated this 14th day of December, 2022.



CHAIRMAN

ATTEST:



AUDITOR