Memorandum Date: October 17, 2023

Order Date: November 28, 2023

TO:	Board of County Commissioners
DEPARTMENT:	Lane County Fair Board/ Public Works
PRESENTED BY:	Corey Buller, Fair Manager
AGENDA ITEM TITLE:	ORDER/ In the Matter of Approving the Appointment of Debra Moulton to the Lane County Fair Board for a Four-Year Term Ending December 31st, 2027

I. MOTION

Move to approve the appointment of Debra Moulton to the Lane County Fair Board for a four-year term ending December 31st, 2027.

II. AGENDA ITEM SUMMARY

Due to the end of current terms on December 31st, 2023 Debra Moulton is eligible and wishing to continue on the Lane County Fair Board for a second current term.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

The current Memorandum of Understanding (MOU) that guides the BCC and Fair Board relationship (2019) states that the County Board of Commissioners will appoint a five-seven person Fair Board. It goes on to state that the BCC, in making its appointments "will strive to achieve a balance of skills, interests, diversity, and geographic representation, to the extent practicable". The last six selections to the Fair Board were interviewed by the Fair Board in order to identify strengths and interest in the Lane County Fair which affords the Fair Board the best opportunity for success moving forward. Recent recommendations from the Fair Board were approved by the BCC.

B. Policy Issues

This order is in compliance with the current MOU (2019) which guides the relationship between the Lane County Fair Board and the BCC.

C. Board Goals

The Fair Board has shared goals with the BCC with respect to the operation of the County Fair and the Events Center.

D. Financial and/or Resource Considerations

None

E. Health Implications

None

F. Analysis

Debra Moulton has a first term ending December 31, 2023. She is eligible for a second term and wishes to remain on the Fair Board for a second term ending on December 31, 2027. This item was brought up in a regular board meeting and by unanimous vote the Fair Board recommends the candidate to the BCC for approval.

G. Alternatives/Options

Option 1: Appoint Debra Moulton to the Fair Board for term ending December 31st, 2027.

Option 2: Ask Fair Board to recommend another candidate for the open Fair Board position.

Option 3: Appoint another candidate for the open Fair Board position at the BCC's discretion.

IV. RECOMMENDATION

The Lane County Fair Board and staff recommend approval of Option 1, appointing Debra Moulton to the Fair Board with term ending December 31st, 2027.

V. TIMING/IMPLEMENTATION

Current term ends December 31st, 2023 so the new term would begin January 1, 2024.

VI. FOLLOW-UP

Joint Meetings or work sessions on the Master Plan and other projects are anticipated.

VII. ATTACHMENTS

Board Order

Current Memorandum of Understanding (MOU)

Fair Board Bylaws

Debra Moulton Application

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 23-11-28-09

In the Matter of Approving the Appointment of Debra Moulton to the Lane County Fair Board for Four-Year Term Ending December 31st, 2027

WHEREAS, Lane Manual 3.506(2)(h) provides for the appointment process to Lane County mandated special committees and boards by the Board of Commissioners ; and

WHEREAS, the Board of Commissioners recognizes that Debra Moulton is ending her first term on the Fair Board; and

WHEREAS, Debra Moulton has asked to be reappointed to the Fair Board and it was discussed in a public meeting of the Fair Board; and

WHEREAS, there was a unanimous vote to recommend the reappointment of Debra Moulton to a second term on the Lane County Fair Board.

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. Debra Moulton be appointed to the Lane County Fair Board for a four-year term ending on December 31st, 2027.

ADOPTED this 28th day of November, 2023.

Pat Farr, Chair
Lane County Board of Commissioners

BYLAWS OF THE
LANE COUNTY FAIR BOARD

1. DEFINITIONS

1.1 "County Board" means the Board of County Commissioners (BCC), elected by the voters of Lane County.

1.2 "County Department" is the Department of Public Works, a County department responsible for the management of the Events Center, including its use, on behalf of Lane County by establishing the Lane Events Center as a Division.

1.3 "County Fair" or "fair" means the annual Lane County Fair event, including the time set for the public use and reasonable time for set up and tear down, unless stated otherwise.

1.4 "Events Center" means the ground and all other property owned, leased, used or controlled by the County located at 796 W. 13th Avenue, Eugene, Oregon, including but not limited to the Convention Center, Administration Building, Auditorium, the Wheeler Pavilion, Exposition Halls, Livestock Building, Arena, and various other buildings and related structures. The Events Center comprises the facilities and property referred to in the Lane Manual and commonly referred to as the Fairgrounds.

2. IDENTITY AND ORGANIZATION

2.1 The Bylaws of the Lane County Fair Board ("Fair Board" or "Board") represent the organizational document for the governance and management of the County Fair.

2.2 The Fair Board is a public agency existing under the provisions of the Oregon Revised Statutes, Chapter 565. The purpose and objective of the Fair Board is to manage, develop, promote and operate the County Fair and the Events Center during the County Fair for the benefit of the citizens of Lane County.

2.3 The operational relationship between the BCC and the Fair Board is described in the Amended and Restated Agreement ("Agreement").

2.4 The Fair Board has all the corporate and municipal powers necessary to carry out its duties and authority under the state law.

2.5 The Fair Board will discharge its day-to-day operational and management responsibilities described in these Bylaws by delegation to an appointed director (the "County Fair Director"), who will act as the executive officer of the County Fair.

2.6 The Fair Board operates as a policy board relative to the Lane County Fair, providing guidance in direction to its appointed County Fair Director.

2.7 According to Section 7 of the Agreement between Lane County and the Lane County Fair Board, the BCC has established the Department of Public Works as the County Department to manage the use of the Events Center at times other than during the County Fair by creating the Lane Events Center as a Division of Public Works. The County Department's responsibility is to maximize the use of the Events Center to the fullest extent possible for the pleasure, recreation and benefit of the public outside the County Fair and to maintain and preserve the Events Center. As deemed appropriate by the Fair Board, it may report concerns and recommendations to the County (acting as an advisory body created by the Board of County Commissioners (BCC) and as proscribed in Lane Manual 3.505) on ways to more fully utilize the Events Center and to meet both the County's and the Fair Board's interests. The Fair Board will not exercise authority over the Events Center at times other than during the County Fair without the express approval of the BCC.

2.8 Fair Board has shared goals with the BCC with respect to the operation of the County Fair and the Events Center. These goals will be discussed at a minimum on an annual basis at the joint meeting of the Fair Board and BCC. Any goals adopted thereafter by the Fair Board represent guiding policies for the following year for the County Fair and its management. All must be consistent with the Agreement.

2.9 The Fair Board has the maximum flexibility consistent with state laws and the Agreement in order to fulfill its responsibilities described in these Bylaws.

3. MEMBERSHIP AND VOTING

3.1 The BCC appoints Fair Board members consistent with the Oregon Revised Statutes. The BCC also appoints a Commissioner to act as liaison to the Fair Board. The Commissioner liaison has the ability to be a voting member in case of ties or when needed to constitute a quorum.

3.2 Fair Board members shall serve four-year terms as specified in Lane Manual 3.5 and in the Amended and Restated Agreement. A member shall serve no more than two full consecutive terms. Each member of the Fair Board shall furnish a good and sufficient bond in favor of the County, conditioned upon the faithful performance of the duties of their office. The bond must be in the amount of ten thousand dollars or 20 percent of the total revenues received by the fair in the last fiscal year ending prior to the appointment of each member, whichever is a lesser amount. Lane County will pay the premium for the bond as an expense of the County Fair. The bond is subject to the approval of the BCC and must be filed with the Lane County Clerk.

3.3 The majority of the members of the Fair Board constitute a quorum for the transaction of all business at meetings. All acts of the Fair Board require an affirmative vote of a majority of the entire Fair Board.

3.4 Each member is entitled to one vote on all issues presented at meetings at which the member is present.

3.5 Regular Meetings. The Fair Board will meet monthly or as the Fair Board deems warranted. In addition, the Fair Board will meet annually with the BCC as provided in the Agreement. Notwithstanding the foregoing, the Fair Board may reset, expand, or continue the date of any regular meeting.

3.6 Special Meetings. Special Fair Board meetings may be called by the President or by the County Fair Director, by notifying all Fair Board members and the general public by public notice, that they have requested a meeting, not less than 24 hours prior to the time of the special meeting. Notwithstanding the foregoing, in cases where urgent circumstances require a special meeting to be held sooner than 24 hours, special meetings may be held following notice that is appropriate and reasonable under the circumstances, but the minutes for such a meeting must describe the emergency justifying less than 24 hour notice.

3.7 Place of Meetings. The Fair Board will hold its meetings at the Events Center unless the Fair Board determines otherwise, in which case meetings will be held at the nearest practical location. With the consent of a majority of the Fair Board, a member may attend the meeting of the Fair Board by telephone, so long as all other members of the Board can hear each other and hear the proceedings of the meeting at all times. Meetings of the Fair Board may be held entirely by electronic means subject to the requirements of ORS 192.670.

3.8 Public Meetings. All meetings of a quorum of the Fair Board, other than executive sessions allowed by law, are open to the public. The Fair Board shall provide for and give public notice, reasonably calculated to give actual notice to interested persons including news media that have requested notice, of the time and place for holding regular meetings. The notice must include a list of the primary subjects anticipated to be considered at the meeting, but the Fair Board may, nevertheless, consider additional subjects not included in the notice.

3.9 Except as otherwise provided by law or except where the Fair Board determines to the contrary, the Fair Board intends to conduct its meetings in accordance with Roberts Rules of Order.

3.10 Fair Board members are to be knowledgeable about the essential business matters confronting the Fair Board, including but not limited to budgets, profit and loss statements, audits, policy guidelines, and legal obligations. Board members and staff are expected to provide assistance in orientation and education to other Board members as necessary.

3.11 The President and Vice President of the Fair Board act as the parliamentarians and enforce Board directives, guidelines and membership rules.

3.12 A Board member may resign at any time by delivering a written notice to the President, Vice President or County Fair Director.

3.13 Meeting Attendance and Expectations. It is expected by the Board of County Commissioners and the Lane County Fair Board that members are and shall remain interested in the promotion and development of the annual Fair and their responsibilities as Fair Board Members described in the Agreement. Any member who misses two (2) consecutive or three (3) total meetings in a calendar year may be removed from the Fair Board and replaced, at the discretion of the BCC if the County Board determines the proposed removal complies with ORS 565.225 and Lane Code 2.300. In the case of illness a member may request from the Fair Board an excuse from this policy that can only be approved by a majority vote of the remaining members. This request is to be made and voted upon no later than the next scheduled meeting of the Fair Board. In the case of a member being removed from the Fair Board the Lane County Board of Commissioners will fill the vacant position according to the standards set forth in the Agreement and ORS Chapter 565.

3.14 Honorary Board Members. Previous Board Members in good standing may be appointed by the Fair Board to serve as advisors and on committees. They will have no voting rights and serve at the will of the Fair Board for a length of time not to exceed one (1) year. Honorary Board Members may be appointed for additional one (1) year terms based upon need and majority vote of the Fair Board.

4. OFFICERS

4.1 The Fair Board shall elect a President and Vice President at its first meeting of the calendar year and members must serve for one (1) year before being eligible for President or Vice President

4.2 County Fair Director. The Fair Board shall select a County Fair Director who is not a member of the Fair Board. Initially, the Fair Board will appoint the same individual currently serving as the Lane County Events Center Manager as its County Fair Director, with future changes subject to the Agreement. The County Fair Director serves at the pleasure of the Fair Board with respect to County Fair activities and has the authority and duties described in these Bylaws, subject to any limitations provided by state law, County regulation and the Agreement.

4.3 Minutes. Unless the Fair Board designates one of its members to serve as its secretary, the County Fair Director will designate an individual to serve as the secretary of the Fair Board. The secretary's duties include attending all meetings of the Fair Board, preparing minutes, serving as the custodian of the Fair Board records. Minutes must include a description of the members present, the motions, proposals, resolutions, and orders proposed and their disposition, the results of all votes and a vote by each member by name, the substance of any discussions on any matter, and reference to any document discussed at that meeting.

4.4 Manner of Action. The Fair Board will take all formal actions by vote. The Fair Board will adopt all of its rules and policy by Board order or resolution. The Board may direct specific activities of the officers and management using resolutions,

orders or other motions approved by the majority of the Fair Board members and recorded in the Fair Board's minutes.

4.5 The Fair Board President acts as leader of convened meetings and performs the responsibilities of Parliamentarian and guide the conduct of public meetings. In the absence of the President the Vice President assumes the same responsibilities. If neither the President nor Vice President is available for a publicly convened meeting then the assembled quorum of the meeting shall select a temporary chairperson to conduct the meeting.

4.6 The President or Vice President shall from time to time meet with the County Fair Director to review upcoming issues before the Fair Board. Items may be placed on the Agenda by any Fair Board member or by the County Fair Director.

4.7 The Fair Board tradition is to rotate the assignments of President and Vice President amongst all the members of the Fair Board on an annual basis. From time to time for special reasons determined by the majority of the Fair Board a member may be asked to serve additional terms as President or Vice President.

4.8 The President, or Vice President in the President's absence, will represent the Fair Board at public meetings or other necessary appearances. When in the official capacity as the President or Vice President, the member speaks on behalf of the Fair Board and represents the majority viewpoint of the Fair Board even if those viewpoints are different from their own personal viewpoints.

5. AUTHORITY OF COUNTY FAIR DIRECTOR

5.1 General Authority. The County Fair Director carries out the policies and directives of the majority of the Fair Board. The County Fair Director should also be responsive to individual members concerns and viewpoints to the extent not inconsistent with the direction given by a majority of the Fair Board. Subject to the provisions of these Bylaws, Fair Board direction, and Lane County policies, rules and regulations, the County Fair Director has the following duties and general powers to act on behalf of Fair Board and County Fair.

5.1.1 To enter into and execute all contracts, procurement of goods, services and supplies in accordance with state public contracting requirements and Lane County public contracting rules made applicable to the Fair Board by the Agreement.

5.1.2 To manage the business affairs of the Fair Board and to commit the institution, perform necessary audits, and any other responsibilities normally attributed to management consistent with state laws, county ordinances and rule, and promulgated rules and regulations of the Fair Board.

5.1.3 To supervise, direct, assign job duties, and other related management functions having to do with personnel management of county employees performing work relating to the County Fair.

5.1.4 Subject to applicable state law, county requirements and the policies adopted by the Fair Board, to manage the collection, investment and disbursement of revenues, incomes, funds and accounts of the fair, sign all checks, drafts or warrants and authorize and approve all ordinary expenditures, to organize the financial accounting and reporting system for the fair, create and submit general budgets, and make recommendations for capital improvements that may be forwarded on by the Fair Board to the Board of County Commissioners for their consideration.

5.1.5 To exercise all appropriate executive powers in the organization, direction and in management of such security as the County Fair Director deems beneficial to preserve the peace at the Events Center during the County Fair and surrounding community and enhance the safety of persons and property upon the Events Center during the County Fair.

5.1.6 To create and submit to the Fair Board for adoption and approval: procedures, policies and rules as requested by the Fair Board, and to create administrative policies and procedures without prior Fair Board approval, but subject to Fair Board review and amendment, for any other matters that the County Fair Director deems convenient or desirable to the efficient management of operations at Events Center with respect to the County Fair.

5.1.7 To present to the Fair Board an annual budget and upon request, a monthly profit and loss statements for the Fair Board's review and comment. In addition, the County Fair Director shall maintain an adopted business plan approved by the Fair Board on annual basis. These documents must be consistent with the policy guidelines of the Fair Board and the Agreement.

5.2 Attendance at Fair Board Meetings. The County Fair Director and such other officers as the Fair Board designates, may sit with the Board but have no vote in the proceedings. The County Fair Director may take part in discussions of all matters coming before the Fair Board.

5.3 Reports. The County Fair Director shall prepare and keep all records and reports with respect to the County Fair and shall keep the Fair Board apprised of activities and financial conditions of the fair on a regular basis. The County Fair Director shall prepare for the Fair Board all reports required to present to the County by the Agreement.

6 MISCELLANEOUS.

6.1 Amendment to Bylaws. These Bylaws may be amended or repealed, or new bylaws may be adopted by the Fair Board after written notice of the proposal has

been given to the Fair Board members at least three days prior to the date of the meeting at which the proposed change to the Bylaws are to be considered.

ADOPTED BY THE LANE COUNTY FAIR BOARD, this ___2nd_____ day of ____May_____, 2019.

LANE COUNTY FAIR BOARD

President

Member

Member

Member

Member

Lane County
CITIZEN ADVISORY COMMITTEE

APPLICATION

APPLICANT'S NAME AND CITY: Debra Moulton, Eugene	DATE: August 16, 2019
NAME OF ADVISORY COMMITTEE: Fair Board	PLEASE CHECK ONE: ☒ New Applicant ☐ Application for Reappointment

1. Give a brief description of the experience or training that qualifies you for membership on this advisory committee (If you wish, you may attach a resume or other pertinent material.)

-- Education, Bachelor Degree in Business Administration with minor in Political Science from California State University
-- Public Sector Experience, Employed with City of Eugene for 24 years (retired)
-- Small business owner with e-commerce shop on Etsy
--Member of Oregon Team Events on Etsy
--Volunteer Butte to Butte as Course Marshal
--Participate in the City of Eugene Community Garden Program
-- Supported the Lane County Fair for over 15 years as attendee and exhibitor

2. Why do you want to become a member of this committee, and what specific contributions do you hope to make?

I earned college degree and served the public for 24 years with the City of Eugene. As a board member, I will have the opportunity to continue in the public sector and give back to the community in advisory capacity. I have supported the fair for over 15 years as attendee and exhibitor and hope to bring this experience to Lane County. The Fair Board role goes beyond the annual fair event and I hope to learn of the other functions and services it provides to Lane County residences. I welcome the learning curve and challenges it may hold during my tenure and hope to make a difference and leave legacy for Lane County.

3. List the community concerns related to this committee that you would like to see addressed if you are appointed.

I would like to address the decline in exhibits and exhibitors and brainstorm ideas to increase participation in the fair. Exhibits are integral part of the fair and appear to be declining every year with the exception of the 2019 Lane County Fair. With collaboration, I hope to find a solution to continue the upward trend and reach out to the Lane County community to encourage participation.

4. Briefly describe your present or past involvement in relevant community groups. (Having no previous involvement will not disqualify you for appointment.)

--Volunteer at the Butte to Butte as Course Marshal (running community)
--Member of Oregon Team Events on Etsy (support local artisans)
--Participate in City of Eugene Community Garden Program (gardening community)

5. Lane County is committed to reflecting diverse cultures on its boards/committees and does not discriminate against any person on the basis of race, color, national origin, age, disability, sex, religion, language, ethnicity, socio- economic status, sexual orientation, gender identity or expressions, veteran's status, or political beliefs in employment or in admission, treatment, or participation in its programs, services, and activities. If selected, how would you contribute to this effort?

I value diversity and respect different points of views and will advise in the same manner. Through the 24 years of public service, I have interacted with individuals and groups (co-workers and community members) with broad range of background. As a small business owner, I strive to support local artisan in Lane County and provide excellent customer service to everyone. With collaboration and teamwork, I believe we can accomplish goals set by Board of County Commissioners, Lane County staff and public stakeholders in Lane County.

RECEIVED
AUG 21 2019
LANE COUNTY ADMINISTRATION

6. Are you currently serving on any Advisory Boards or Committees? If so, which ones?

No

7. Are you employed by, have any business, contractual arrangements or family connections with programs having contractual agreements with the County or that might be within the purview of the committee on which you are seeking appointment? (If there is a change in your circumstances, please advise the staff for the committee within 30 days.)

☒ No ☐ Yes Specify:

8. How did you learn about this vacancy? ☐ Newspaper ☐ Word of mouth ☒ Other: Lane County Website

9. In which County Commissioner District do you reside? please check one:

☐ Unsure ☐ West Lane County ☐ Springfield ☒ South Eugene ☐ North Eugene ☐ East Lane County

**The Board of Commissioners has adopted the following policy on reappointments:*

a. Members of County advisory groups will serve a maximum of two consecutive terms when term lengths are three or more years in length.

b. The deadline for incumbent applications will be the same as the deadline for new applications.

** Unless waived by the Board.*

Lane County
CITIZEN ADVISORY COMMITTEE

APPLICATION

Please Print

Name: Moulton (Last) Debra (First)

Address: [redacted] (Street) Eugene [redacted] (City) (Zip)

Home Phone: [redacted] How Long Have You Lived in Lane County? 30 Years Months

Occupation: Retired Place of Employment:

Business Address: Business Phone:

E-Mail Address: drmoulton@comcast.net Fax:

NOTE: Information in this box consisting of home addresses and phone numbers may be exempt from disclosure per ORS 192.502(3).

OPTIONAL INFORMATION

Lane County is required under state and federal guidelines to identify applicants by ethnicity, race, gender and age. Supplying this information will also assist Lane County in evaluating its Diversity Implementation Plan to achieve more diversity on its advisory committees. Providing this information will not adversely affect your opportunity to serve on this committee or board and this information is processed separately from the application. Completion of this section is entirely voluntary and remains confidential.

Please check all boxes that apply:

Gender:

- ☐ Male
- ☐ Trans-Female
- ☐ Other
- ☒ Female
- ☐ Gender Non-Conforming
- ☐ Trans-Male
- ☐ Non-Binary

Ethnicity:

- ☐ Hispanic/Chicano/Latino
- ☐ Non-Hispanic/Chicano/Latino

Race:

- ☒ Asian American
- ☐ Native Hawaiian/Pacific Islander
- ☐ American Indian/Alaska Native
- ☐ African American
- ☐ White

☐ Disability: *Type:

*This information is used to ensure there is reasonable accommodation and representation on advisory boards.

Is your age over 40? ☒ Yes ☐ No

Lane County does not discriminate against any person on the basis of race, color, national origin, age, disability, sex, religion, language, ethnicity, socio-economic status, sexual orientation, gender identity or expressions, veteran's status, or political beliefs.

Signature of Applicant Deb M. Moulton Date: August 16, 2019

Except as noted above, all information provided as part of this application is a public record subject to disclosure.

Please Return to: **Lane County Administration**
~~Public Service Building~~
125 East 8th Avenue
Eugene, OR 97401

NOTE: If you are not selected at this time, your application will be kept on file for 12 months from the date it was received and will be reconsidered as vacancies occur

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 15-03-17-03

IN THE MATTER OF APPROVING THE AMENDED AND RESTATED AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS AND THE FAIR BOARD

WHEREAS, the Board of Commissioners recognize that organizational changes have caused the current agreement between the county and the Lane County Fair Board to be inaccurate; and

WHEREAS, the Board of Commissioners share mutual goals with the Lane County Fair Board for maximizing the use of the Events Center and grounds to the fullest extent possible for the pleasure, recreation and benefit of the public; and

WHEREAS, the Amended and Restated Agreement reaffirms the relationship and clarifies the understandings between the Board of Commissioners and the Lane County Fair Board.

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

The Agreement between the Lane County and the Lane County Fair Board is approved.

ADOPTED this 17th day of March, 2015.

Jay Bozievich, Chair
Lane County Board of Commissioners

APPROVED AS TO FORM
Date 3-12-15
LANE COUNTY OFFICE OF LEGAL COUNSEL

Revised 2/26/14

Amended and Restated Agreement ("Agreement") between
Lane County
and
The Lane County Fair Board

Parties: Lane County, acting by and through its Board of County Commissioners ("County").

Lane County Fair Board, appointed by the Board of County Commissioners and acting through its members ("Fair Board").

Definitions: "County Board" means the Board of County Commissioners, elected by the voters of Lane County.

"County Department" is the Department of Public Works, a County department whose function is to manage the Events Center, including its use, on behalf of Lane County by establishing the Lane Events Center as a Division.

"County Fair" means the annual Lane County Fair event, including the time set for the public use and reasonable time for set up and tear down, unless stated otherwise.

"Events Center" means the ground and all other property owned, leased, used or controlled by the County located at 796 W. 13th Avenue, Eugene, Oregon, including but not limited to the Convention Center, Administration Building, Auditorium, the Wheeler Pavilion, Exposition Halls, Livestock Building, Lane County Ice, and various other buildings and related structures.

Purpose: To clarify the understanding between the parties regarding: 1) the annual County Fair event, 2) the management the Events Center property both when it is and is not devoted to the use and production of the County Fair, 3) the protocols between the parties, and 4) protection from liability for the County relating to activities of the Fair Board and its members, including specifically personnel and contractual matters.

RECITALS:

A. The County's powers are exercised by and through the elected County Board, per Home Rule Charter, statute, ordinance and adopted policies.

B. The County Board exercises its powers directly and through delegations of authority and responsibility to various appointed boards, officers, and employees of the County.

C. The Fair Board is also empowered by state statute with certain authority regarding the County Fair. It is desirable and in the best interests of all to clarify, by this Agreement, the protocols that are to govern the management of the Events Center, and the production of the County Fair.

D. The primary function of the Fair Board is to oversee the planning, preparation, and production of the County Fair. The County Board should provide adequate staff assistance to the Fair Board to discharge this responsibility.

E. During the County Fair, the Fair Board should have the use and control of the Events Center or such part of it as is needed for County Fair purposes. The Fair Board will appoint a director to act as the executive officer of the County Fair ("County Fair Director").

F. Other than during the County Fair, the management of the Events Center is the responsibility of the manager of the County Division ("Events Center Manager"), who is responsible for the day-to-day management pursuant to the direction of the Public Works Director or designee, in accordance with County policies and procedures and subject to the ultimate supervision and control of the County Board.

AGREEMENT:

The Parties agree to the following terms:

1. Fair Board: The County Board will appoint a five person Fair Board. One County Commissioner may serve as a member of the Fair Board in lieu of appointing a lay citizen, with the concurrence of a majority of the County Board.

a. Each Fair Board member must be a resident of the County. In its appointments to the Fair Board, the County Board will strive to achieve a balance of skills, interests, diversity and geographic representation, to the extent practicable.

b. Fair Board members' terms are staggered terms of three years, with terms having been assigned by the County Board as necessary to achieve staggering. Terms begin upon appointment, and end on December 31 of the assigned year. Fair Board members generally serve no more than two consecutive complete terms, although the County Board may exceed this limit in its discretion.

c. Pursuant to ORS 565.210(3), each member of the Fair Board is required to furnish a good and sufficient bond or irrevocable letter of credit in favor of the County, conditional upon faithful performance of the duties of the office. The County will secure the bonds with charges to be assessed as appropriate to the Fair Board.

d. Fair Board members are subject to removal by the County Board under ORS 565.225 (for inefficiency, neglect of duty, misconduct in office, incompetence, incompatibility, dereliction of duty or other good cause) as those reasons are defined by Lane Code 2.300. The County Board shall conduct all procedures to remove a Fair Board member in accordance with state statute. The County is not liable for decisions or

activities of the Fair Board, or any of its members, that are outside the scope of their duties, or constitute malfeasance in office or willful or wanton neglect of duty.

2. Officers: Annually, the Fair Board shall elect a President and Vice-President. Each will perform the duties normally associated with those offices. One officer will be designated as liaison to the County Board.

3. Secretary: The Fair Board will select a secretary, who may be a member of the Fair Board or the Fair Board may utilize the Events Center Manager, or Events Center Manager designee, as the secretary. The County will secure the secretary's bond with charges to be assessed as appropriate to the Fair Board. The secretary will be the official custodian of the Fair Board records and will perform the duties normally associated with that office, plus such other duties as are assigned by the Fair Board.

4. Procedures:

a. The Fair Board may establish the procedures it deems best in order to discharge its responsibilities subject to the terms of this Agreement and to applicable laws, such as Oregon's public records and meetings laws, public contracting law, and government standards and practices law. The Fair Board shall adopt its own bylaws that include, at a minimum, the following provisions: (i) that a majority of the members of the Fair Board constitutes a quorum for the transaction of all business at meetings, (ii) that in the absence of the president another member of the Fair Board will perform the duties of the president, and; (iii) other provisions deemed necessary including those in County policies. Copies of the Fair Board's bylaws, meetings notices, and minutes will be furnished to the County Administrator.

b. The Fair Board shall comply with all applicable state laws and County policies, procedures and collective bargaining agreements in terms of contracts, personnel, budget, and fiscal management.

c. The Fair Board shall award, execute, be responsible for, and manage all public purchasing contracts, permits and licenses related solely to the County Fair, and; has authority to cancel or terminate such contracts as provided in the contract or by law, and; to further delegate this authority to the County Fair Director.

d. The Fair Board is prohibited from soliciting, negotiating, awarding or executing any contracts, permits, licenses or other documents that, in any manner, may impact the County's authority over the Events Center outside the County Fair, without approval of the County Administrator. The Fair Board shall allow the Events Center Manager opportunity to review contracts, permits, licenses, and other documents prior to award and execution to ensure compliance with this provision. In the event of impact on the County's authority outside the County Fair, the County Administrator has authority to require document modifications or conditions to the approval, including that the County execute the contract and that it manage matters outside the County Fair.

e. Subject to the conditions in b., c., and d. above, in conducting solely County Fair business, the Fair Board agrees to follow the County's purchasing rules in Lane Manual Chapter 21, with changes as follows: (i) the "Fair Board" is substituted for "department" or "Department" (except where the Fair Board is specifically referenced in County rules); (ii) the Fair Board will act as the decision maker with respect to any protest of intent to award a contract that is filed, and has authority to call and open bids and award and execute County Fair contracts; (iii) the Fair Board is substituted for the "County Administrator" for purposes of waiver of competitive selection for personal service contracts, sole source findings; and authority to execute contracts and their amendments, grants and grant documents; (iv) the County Fair Director is substituted as the "public officer" and "department director". In accordance with these rules, the County Board will serve as the contract agency and local contract review board for the Fair Board, and the County's contract process and competitive exemption rules in Lane Manual Chapter 20 also apply to the Fair Board.

f. To the extent possible and practicable, the Fair Board shall require third party contractors to agree to defend, and indemnify the Fair Board, its members, Lane County, its Commissioners, officers, agents and employees, and provide additional insured coverage for the same on the contractor's liability insurance, in addition to any other standard County contract provisions.

g. The Fair Board agrees that the County has unrestricted authority to use any intellectual property claimed by the Fair Board for any purpose. To the extent that the Fair Board owns or holds any intellectual property right, including any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other similar proprietary right, the Fair Board hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display any Fair Board intellectual property, and to authorize others to do the same on County's behalf. The Fair Board will not assert the right, title, and interest to intellectual property against the County.

5. Use of Certain Events Center Property for County Fair: The County agrees to devote the Events Center to the exclusive management of the Fair Board only during the time for the County Fair, with the exception of: Lane Events Center administrative offices; year-round Events Center storage, electrical and mechanical areas, and appropriate ingress and egress as more specifically designated by the Events Center Manager. The Fair Board and County shall coordinate and cooperate concerning the use of this excepted property during the time of the County Fair.

In addition, with regard to the exclusive management of property by the Fair Board during the County Fair, the County may reasonably request access, such as to inspect for safety reasons, to protect property, to respond to emergencies, to address other life, health and safety needs, or when it would not interfere with County Fair work. The Fair Board agrees to grant reasonable requests for access by the County. Any actual use of property not expressly devoted for the use of the County Fair in accordance with this provision does not constitute devotion by implication.

6. County Fair: The Fair Board is responsible to ensure that a suitable County Fair is planned, prepared and produced each year. To discharge this responsibility, the Fair Board has and may exercise all related powers, including:

a. Making rules and regulations for the conduct and management of the County Fair (ORS 565.240).

b. Providing security during the County Fair, including, if necessary, the appointment or approval of marshals or police. (ORS 565.240).

c. Setting the dates of the County Fair.

d. In exercising the above powers, the Fair Board shall give priority to: (i) the personal safety and security of members of the public who attend, as well as those who work and participate in the County Fair, and (ii) to the security and preservation of the property being used at the Events Center. The Fair Board shall maintain and keep the Events Center in good repair and condition during the County Fair, normal wear and tear excluded, and shall not contract for public works or capital improvements without the approval of the County.

e. The Fair Board shall ensure that the County Fair business is conducted in compliance with all applicable statutes and policies and protocols, and that the staff and employees involved with the County Fair are suitably informed and trained. The County Board, Fair Board, County Administrator, County Fair Director and Events Center Manager agree to consult and collaborate to assure the Fair Board is able to achieve compliance.

f. Annually, the Fair Board will develop or update short and long-term plans for the planning, preparation, development, promotion and production of the County Fair. Copies of the business plan and updates will be furnished to the County Board liaison and the County Administrator, and will be reviewed during the joint meeting between the County Board and the Fair Board.

7. Authority and Management of Events Center Outside County Fair: As the landowner, the County has established the Department of Public Works as the County Department to manage the use of the Events Center at times other than during the County Fair by creating the Lane Events Center as a Division of Public Works. The County Department's responsibility is to maximize the use of the Events Center to the fullest extent possible for the pleasure, recreation and benefit of the public outside the County Fair and to maintain and preserve the Events Center. As deemed appropriate by the Fair Board, it may make reasonable proposals to the County on ways to more fully utilize the Events Center and to meet both the County's and Fair Board's interests. The Fair Board will not exercise authority over the Events Center at times other than the County Fair without the express approval of the County.

8. Events Center Manager/County Fair Director/Personnel/Volunteers: The County agrees to provide adequate administrative assistance to the Fair Board to discharge its responsibility to provide the County Fair, including providing meeting space and access to the Events Center as appropriate for Fair Board business, both during the County Fair and otherwise.

a. The County employs an Events Center Manager whose duties include management of the Events Center except with respect to the production of the County Fair. The Events Center Manager reports to and is supervised by the Public Works Director with respect to Event Center events outside the County Fair. The Events Center Manager will work under the direction and supervision of the Public Works Director or designee in connection with the day-to-day and year-round management of the Events Center outside of the County Fair; the Fair Board does not have any directive or supervisory authority over the Events Center Manager for this purpose. The Events Center Manager has sole authority to direct, supervise and manage County staff and volunteers at all times, including during and outside the County Fair. Making decisions about use and management of County staff for County Fair work is an assigned duty of the Events Center Manager. In the event of a vacancy of the Events Center Manager position, the Public Works Director will consult with the Fair Board on the position description for the Events Center Manager, and will solicit advice and recommendation of the Fair Board with respect to the selection of the Events Center Manager.

b. The Fair Board will appoint a County Fair Director who will work under the direction and supervision of the Fair Board in connection with the operational matters relating solely to the County Fair. The parties anticipate that the Fair Board will appoint the same individual serving as the Events Center Manager as its County Fair Director, with the understanding that this individual may need to attend to County Department business when there would not be significant interference with County Fair work. However, if the Fair Board determines that it is in the best interest of the County Fair to select someone other than the Events Center Manager to serve as the County Fair Director, the Fair Board may raise the issue at a joint meeting between the Fair Board and the County Board. At the joint meeting, the Fair Board and the County Board will also discuss whether, how and when to implement any changes to the County Fair Director position, and how any changes will be funded.

c. The Events Center Manager will be evaluated annually by the Public Works Director or designee following consultation with the Fair Board.

d. The County may engage other employees to assist the Events Center Manager as resources and circumstances allow. Volunteers are recognized as a source of assistance in connection with both Events Center and County Fair matters.

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9. Structure/Organization/Liaison:

a. The Events Center Manager will report to the Public Works Director or designee.

b. The Public Works Director and the Events Center Manager will ensure communication, exchange of information, access to County support services (e.g., fiscal, budget, legal, human resources, etc) and such other coordination with the County Board, Fair Board, and County departments is provided as is useful or necessary.

c. The Fair Board shall designate one of its members to be a liaison with the County Board. The County Administrator or designee will serve as the County's liaison with the Fair Board. The liaisons' role is to keep their respective board members and each other apprised of all significant activities, events, or issues that may arise, in particular any which would likely impact the other Board. As necessary, the County Board and the Fair Board may schedule joint meetings to discuss matters of mutual concern. When major actions or projects are contemplated that affect the County Department or the County Fair, the liaisons shall bring it to the attention of the County Board Chair and the Fair Board President for the purpose of scheduling a joint meeting to discuss and consult regarding the proposed action or project.

10. Business Plan: The County Fair Director will assist the Fair Board to develop a suitable business plan for the production of the County Fair, in coordination with the Public Works Director or designee. Additionally, the Events Center Manager will assist the County Board to develop a suitable business plan for the year round management of the Events Center, in coordination with the Public Works Director or designee. The Fair Board and the County Board will review the business plans annually at their joint meeting.

11. Budget and Fiscal:

a. The Events Center Manager will provide the fiscal oversight, accountability and reporting for the County regarding the Events Center and the County Fair Director will provide the fiscal oversight, accountability and reporting for the Fair Board and the County Board regarding the County Fair. The Fair Board and the County shall ensure that the Events Center and the County Fair are operated in compliance with all applicable state and County laws, ordinances, rules, policies and procedures relating to budget and fiscal management.

b. The parties will collaborate to maintain the Fair Fund within the budget that satisfies ORS 565.325 and applicable county budget and fiscal policies.

12. County and Fair Board Liability: It is a mutual objective of the County Board and the Fair Board to implement such fiscal, budget, legal and management policies, procedures and practices to limit the exposure and liability of the County, the County Board and the Fair Board.

a. Subject to section 1.d. above, the County will arrange for insurance for decisions or activities of the Fair Board and its members that are within the scope of their

duties, and that do not constitute malfeasance in office or willful or wanton neglect of duty. The County will determine the coverage and limits that are reasonable based on the risks. Coverage amounts will be no less than the limits of the Oregon Tort Claims Act. Insurance for the Fair Board and its members constitutes an expense of the County Fair and will be reflected in the Fair Board's budget.

b. The County will secure the bond coverage described above in Sections 1 and 3.

c. The Fair Board may consult with County Counsel and the County Risk Manager as it deems advisable to ensure that these objectives are met with respect to the County Fair.

d. The County will secure or provide insurance as it deems reasonable for its risks related to the County Department, including for services provided to the Fair Board relating to the County Fair covered by this Agreement.

13. Annual and Other Joint Meetings:

a. At least annually at a reasonable time after completion of the County Fair, the County Board and Fair Board will hold a joint meeting, the purpose of which will be to review the reports described below and to discuss topics of mutual concern. At or prior to the meeting, the Fair Board will furnish the County Board with the following (or an appropriate summary):

1. The annual report furnished to the County Fair Commission (ORS 565.442).

2. The most recent annual County Fair audit pursuant to ORS 565.443.

3. A summary of any significant operational issues or unresolved matters that have arisen since the last joint meeting.

4. An evaluation of the County's administrative support and recommendations for improvement or change.

5. The current business plan.

6. Information describing current and anticipated events, past, current and projected financial condition and such additional information as determined by the Fair Board or requested by the County Board.

b. The County Board and the Fair Board may schedule and hold additional joint meetings as mutually determined to be needed or desired. Scheduling of additional joint meetings is subject to the reasonable availability of the members of both boards.

14. Amendments: This Agreement may be amended from time to time as needed, by mutual written agreement.

This Agreement is adopted this 17th day of March, 2015.

Lane County

Chair, Board of Commissioners

Lane County
Fair Board

R. Clifford Kelley

Sascha Cosio