



Memorandum Date: November 28, 2017

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TO: Board of County Commissioners  
DEPARTMENT: Lane County Fair Board  
PRESENTED BY: Corey Buller, Fair Manager  
AGENDA ITEM TITLE: REPORT/JOINT FAIR BOARD WORK SESSION

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I. MOTION

NA

II. AGENDA ITEM SUMMARY

The purpose of this work session is to deliver the annual Fair Board Report regarding the Lane County Fair and discuss items that are mutually of interest between the Fair Board and BCC.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

The Lane County Fair Board is a public agency that exists under the provisions of ORS Chapter 565 and Lane Manual 3.505, 3.506, 3.570. The purpose and objective of the Fair Board is to manage, develop, promote and operate the County Fair.

B. Policy Issues

The relationship between the BCC and the Fair Board is described in the current MOU (2015).

C. Board Goals

The Fair Board has shared goals with the BCC and includes the current goal of providing a fun, friendly, family oriented County Fair that is financially stable.

D. Financial and/or Resource Considerations

Informational Report.

E. Health Implications

NA

F. Analysis

The Annual Fair Report serves as the required annual report to the BCC. The Lane County Fair Board and staff are proud to report another successful Fair. Starting with the 2013 Lane County Fair, we set a goal of continuing to provide a fun, family atmosphere while establishing the net financial impact of the Fair and trying to improve it each year. Since 2013 we have seen an increase in attendance and positive change in net revenue.

Net Revenue:

2013- \$21,579

2014- \$51,274

2015- \$201,327

2016- \$274,508

2017- \$348,270

Facility Condition Assessment- The first piece of the Facility Condition Assessment has been completed which identified the backlog of deferred maintenance, issues with older buildings and cost of bringing all buildings and facilities up to current standards. The immediate need based upon the assessment is approximately \$12.5 million dollars and a total of \$27 million by 2026.

The second phase of the assessment will be initiated this winter by going out for Request for Qualifications (RFQ) for a market demand study. This study will identify opportunities that exist to increase usage or generate additional usage based upon a market analysis that will include our current facilities and expand to include potential upgrades or retrofits to existing spaces to utilize them more fully.

These two components will be used to generate a new business plan and prioritize and identify future improvements or projects based upon the most favorable Return on Investment (ROI) into a new capital plan for the future.

G. Alternatives/Options

NA

IV. RECOMMENDATION

NA

V. TIMING/IMPLEMENTATION

NA

VI. FOLLOW-UP

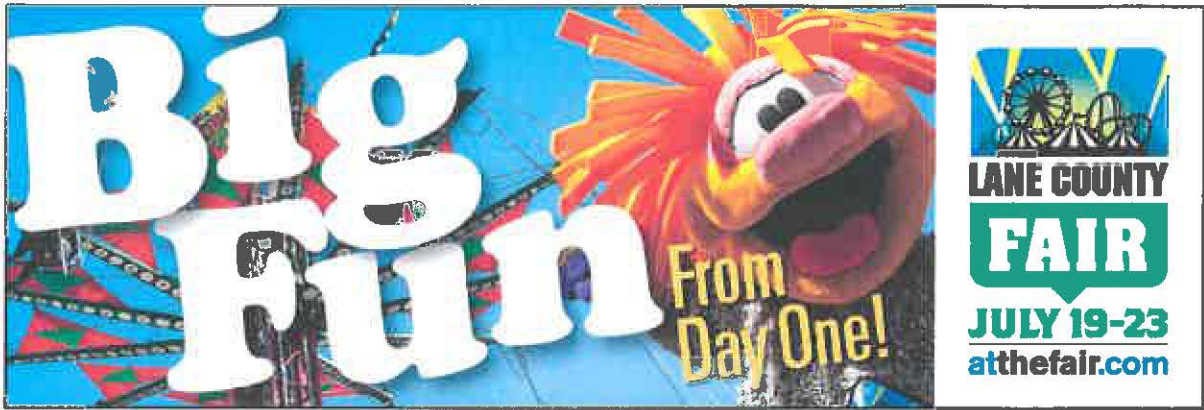
Both the Fair Board and the BCC will be updated once a market study is completed. The next step will be to develop a business plan and capital plan. It is anticipated that we will involve outside partners including Travel Lane County in the planning process due to the mutual goal of continuing and increasing overnight stays and travel in Lane County.

VII. ATTACHMENTS

2017 Fair Report

Updated Fair Board By Laws

MOU (2015)



# 2017 Lane County Fair Report



In an effort to provide feedback and information regarding the 2017 Lane County Fair this report is being collaboratively submitted by the Lane County Fair Staff. We would like to thank the Fair Board for their time, effort and involvement in helping produce a very successful Fair. We would also like to thank the many members of Public Works and Lane County employees who work behind the scenes to help produce the annual Fair. This report is intended to provide information and data in the most accurate form in order to provide clarity and information for planning future Fairs and also serves as the annual report to the Board of Commissioners regarding the Lane County Fair.

The 2017 Lane County Fair started off strong and never slowed down! For the third year in a row we saw great weather and crowds that came early and stayed late. Great entertainment, fun family atmosphere, exhibits and animals all contributed to providing a unique alternative to the many events scheduled in the community during July.

We believe that the current model of our Fair is helping drive increased numbers over time and for the fourth year in a row we have seen increased revenues in many areas. For the second year in a row the Carnival and Food Vendors set a record high in gross sales and receipts to the Fair and we hope to see those numbers remain high in the future. New partners and new contracts with existing partners have resulted in increased revenues and greater potential for the future. We are again extremely proud of the Fair that was planned and produced. Every member of our team worked exceptionally hard in the areas they are responsible for which contributes to the overall success. We are already working on the 2018 Fair and are looking forward to continuing the promotion of animals, youth, community and entertainment.

**STAFF:**

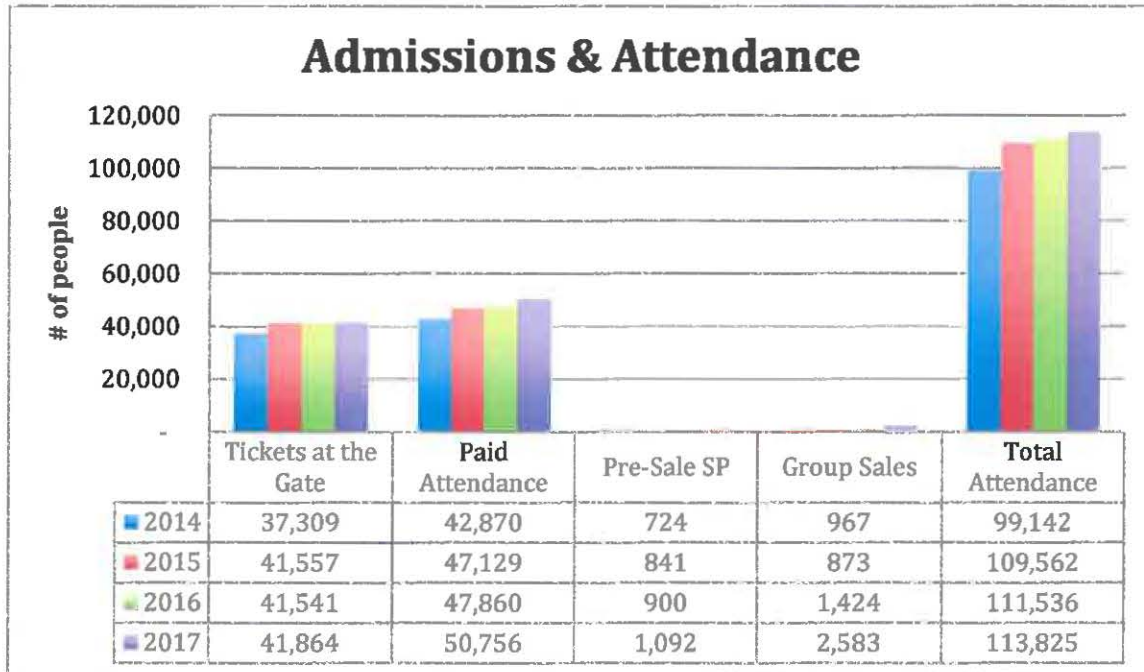
Corey Buller  
Rachel Bivens  
Gary Knapp  
Dean Bennett  
Emily Bol  
Ron Eggleston  
Tim Jenkins  
Sandra Lewis  
Layne Pendleton  
Travis Silke  
Anali Silvius

**FAIR BOARD:**

Randy Thwing (President)  
Sid Voorhees (Vice President)  
Sascha Cosio  
Brett Deedon  
Jack Harris

## Admissions & Attendance

Attendance was great once again this year! 2017 marks the THIRD year in a row in which we experienced an increase in overall attendance. As with past years, increases in attendance can be attributed to many factors but there is a strong sense that providing good, wholesome family entertainment, delicious food, a variety of vendors, a large carnival, great music choices and great deals will continue the upward trend in our attendance into the future.



**NOTE:** Paid attendance is derived from admissions sold at the gate, in the Fair office, pre-sale Season Passes achieved on and off site, group sales, admission included with the purchase of concert tickets. Total attendance is derived from the number of guests counted through the gates.

## Parking

2017 is the second year for which we charged for parking in all of the lots on the Fairgrounds property. As with 2016 parking was managed by the Lane County Mounted Sheriff's Posse along with Lane County Search and Rescue. At the conclusion of the 2016 Fair it was identified that more parking spots were needed. A good deal of effort was put in over the past year to make more parking available as well as to streamline the process. It was clear that there was less confusion on the part of our patrons but parking for Fair volunteers, sponsors, entertainers and livestock exhibitors etc. continued to be a bit of a challenge. As a staff we have already begun to identify options to facilitate improvements for 2018 and beyond.

In terms of revenues, the revenue received by the Lane County Fair for 2017 was \$24,160 vs. \$29,480 in 2016. Monies received by the Fair equate to 50% of what is received by the posse each day as well as what is sold in the Fair office prior to the Fair. While it is disappointing to see the number decrease, it is actually a great sign that there was less turnover happening in the lots indicating that Fair guests stayed with us longer each day generally lending itself to an overall increase in ancillary spending. Additional revenue for parking in 2017 may still be found after number discrepancies are resolved.

## **Vendors**

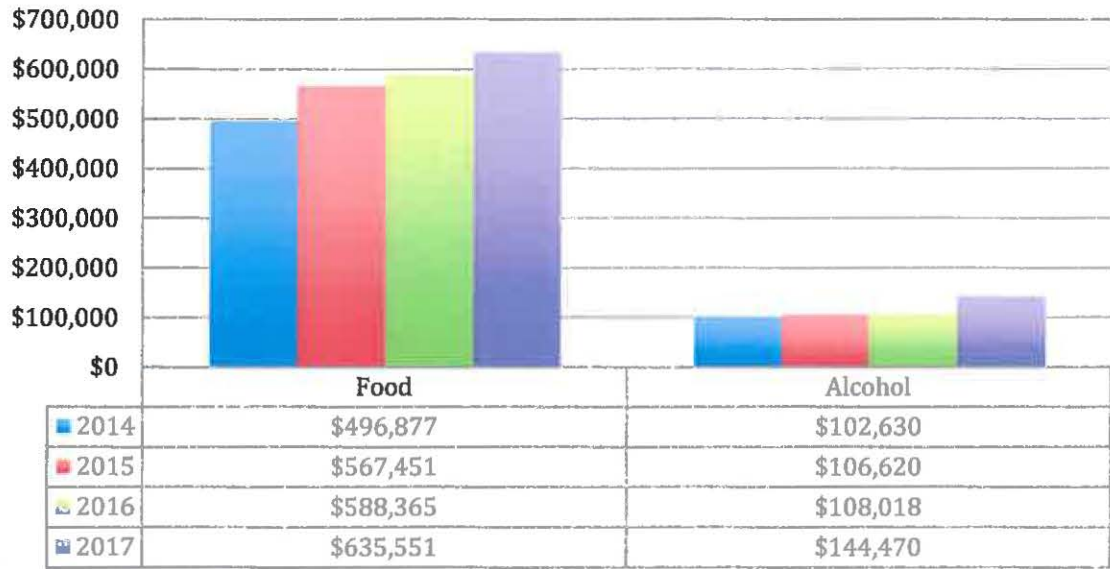
### ***Food & Alcohol***

2017 was a fantastic year for food sales, the fair and ultimately, the fairgoers! The weather, once again, played an extremely important role in the food court, as fairgoers that are comfortable stay to eat. BBQ Chicken, Elephant Ears and Frozen cheesecake on a stick were fan favorites as always, but we had a few last minute additions that really kicked things up a notch in the form of Burgers, Frozen Custard and Empanadas. Topping it all off, was a brand new Teriyaki Chicken & Noodle vendor that helped us achieve an increase of over 8% above 2016! We take great pride in having a delicious assortment of food vendors available and they certainly delivered fantastic sales this year.

The Alcohol sales in particular had a huge increase this year to both total sales and the portion received by the Fair. This can be attributed in large part to the new contract awarded to Oregon Beverage Services in September of 2016. With a new service methodology including more points of services along with some specialized points of services, clear and concise signage and great customer service, it is hardly a surprise that sales jumped up so dramatically.

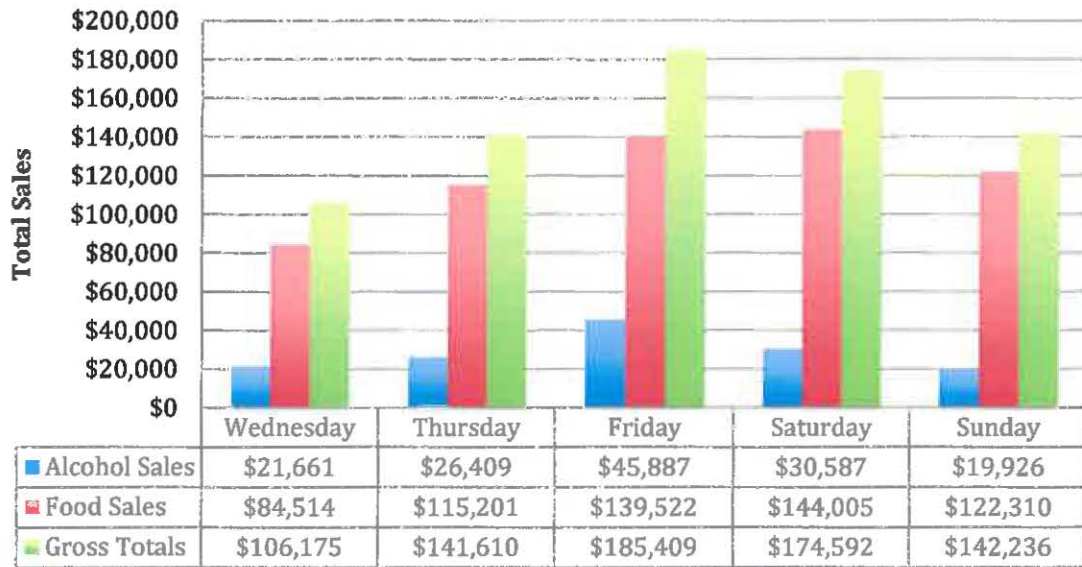
Oregon Beverage Service showed up ready to serve our fairgoers what they (the customer) wanted in the form of beer, cider, wine and the brand new "Build Your Own" Bar featuring Margarita & Bloody Mary and prominently located on the front lawn of the Convention Center. A new pop up bar was added in the food court as well, giving fairgoers a nice place to stop and have a cold one with little to no wait. Our new partner, Widmer Brothers Brewing joined us in creating a cool grassy area called the "Widmer Wonderland" and located in the middle of the fair. 2017 was truly a fantastic year for alcohol sales at the Lane County Fair. Looking towards 2018, we will continue to work with Oregon Beverage Services to further build on the successes of 2017.

## Food & Alcohol Sales (Gross)



**NOTE:** 2017 marks the first year of the new contract with Oregon Beverage Services

## Daily Food & Alcohol Sales





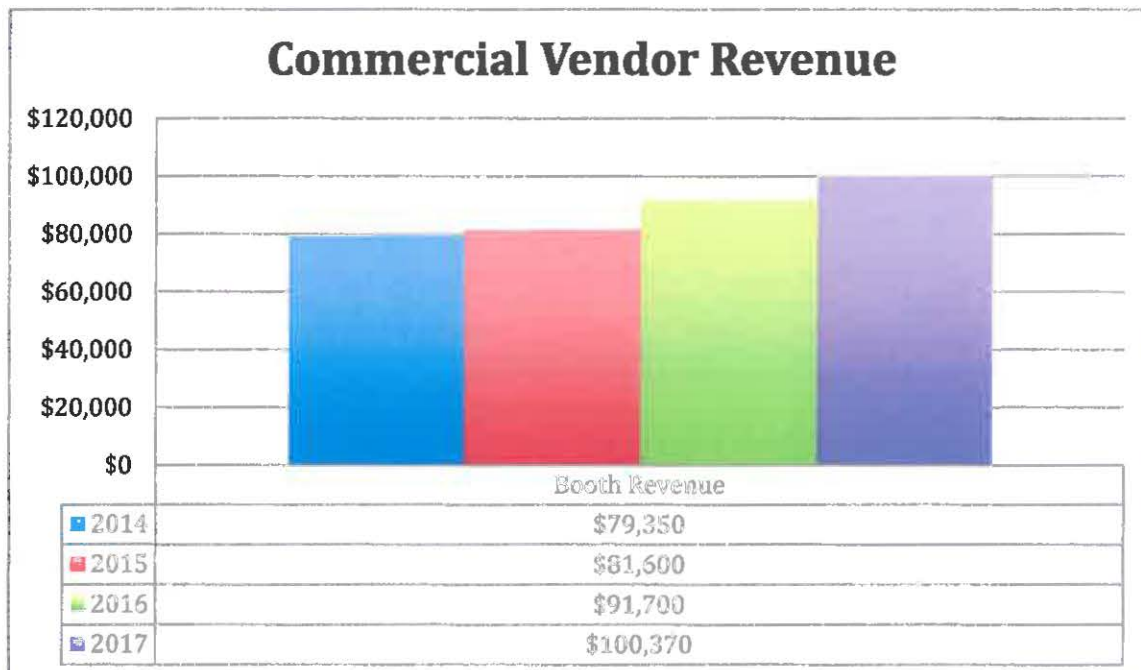
## **Commercial Vendors**

For another year, Commercial Vendor revenue continued to increase. This year, we generated \$100,370, which is up from the past three years of \$91,700, \$81,600, and \$79,350 respectively. This rise can be credited to several new and returning vendors leasing both more inside and outside space. In addition to the growth in revenue, we also experienced an increase in the total number of Commercial Vendors to 101, up from 88 in 2016 and 83 in 2015. The total number of Commercial Vendors largely depends on the dates of nearby Fairs and the routing opportunities available. We not only avoided overlapping Fair dates with Washington County Fair and Jackson County Fair, but we also offered a "Route and Save with Jackson County Fair Discount" to create additional incentive. For 2018, we expect to retain our returning Vendors and our new Vendors gained in 2017 by potentially offering a loyalty enticement in lieu of the route as this did not perform as well as we had hoped.

Our inside layout remained the same offering 95 10'x10' spaces, and all but two were booked. Outside layout fluctuates year to year based on the confirmed grounds entertainment and other fair activities; this year's entertainment and activities allowed for 19 additional 10'x10' Commercial Vendor spaces to be added, all of which were sold. As outside spaces appear to be more appealing to many Vendors, we hope to retain these additional spaces or possibly add more in 2018.

Number of individual vendors (this does not reflect the number of spaces we have to sell as many vendors take more than one 10' x 10' booth):

2014: 89 Vendors  
2015: 83 Vendors  
2016: 88 Vendors  
2017: 101 Vendors

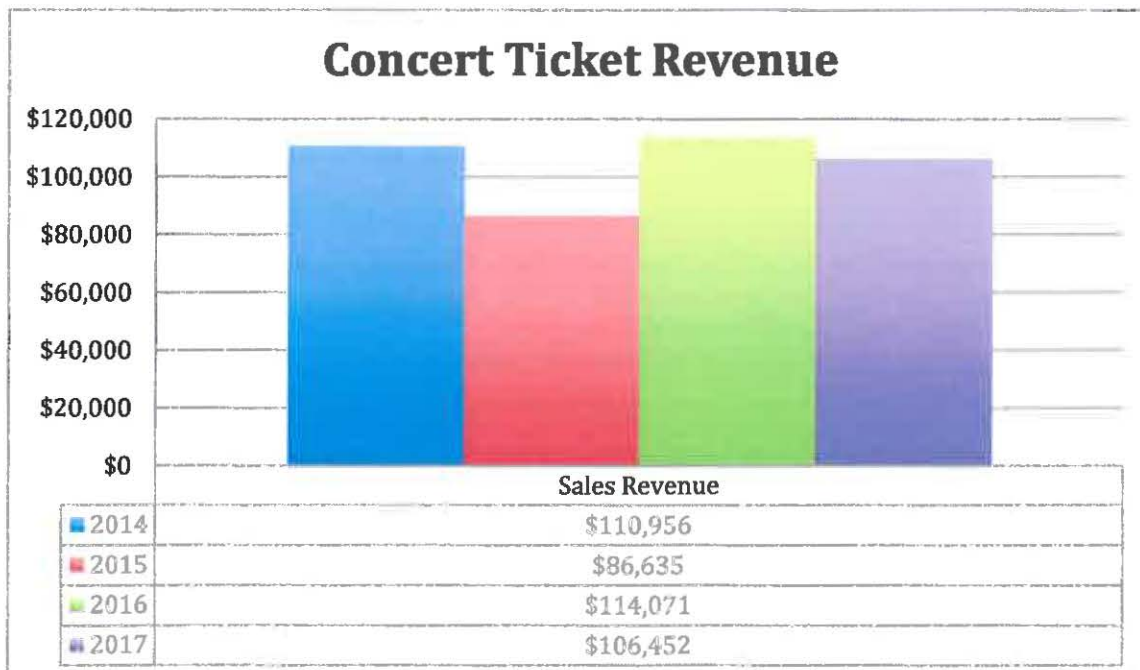


## Entertainment

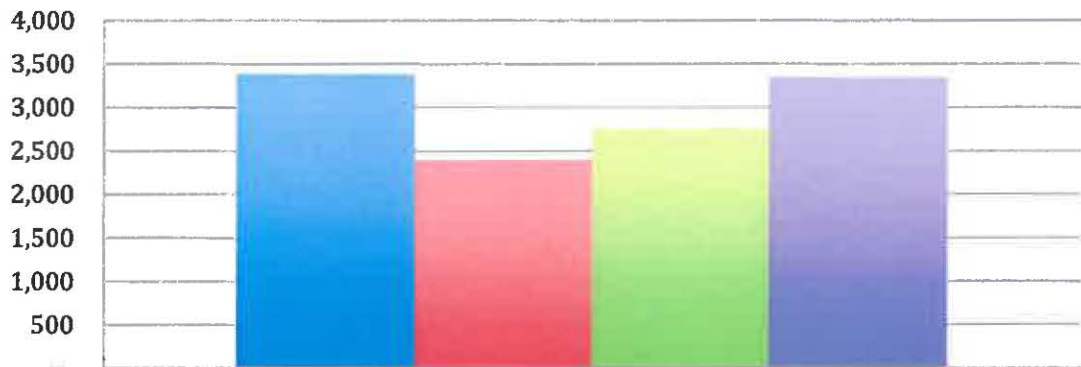
### ***Main Stage Concerts***

Concert ticket sales were strong this year with the introduction of the VIP Experience. While overall revenue for concerts was down a bit, the increase in sales and sold out VIP Experiences for all the shows for which it was offered demonstrates promise and direction for where we need to go moving forward. VIP Experiences were offered for 4 of the 5 shows due to a company picnic utilizing the location during the fifth show. The price point for this ticket matched the highest priced reserve concert seat for all of the shows for this year at \$45 and included, heavy appetizers, a dedicated cash bar, parking, fair admission, comfortable seating and a laminate (VIP badge to show off!). Considering the immediate success of this program we will not only be doing this again in 2018 but we will consider additional options to increase the number of VIP Experience tickets available as well as potential price increases to generate a larger ROI.

With that great success did come a slight decrease in the overall revenue received as mentioned above. The 2017 artist line up and accompanying price points had possibly the largest influence on these overall revenues. This year, the ticket price points for several artists were \$10 less per ticket than in 2016 contributing to the slight decrease in total revenue. Each year, we hope to select artists that will warrant higher ticket price points but it is greatly dependent on availability of artists that fit within the purchase prices that are within our budget. Additionally, sometimes these artists still do not command as high of a ticket price as we would like but in purchasing acts we do consider the demographic of the audience that each artist attracts, previous sales/price points at other venues and our overall revenue potential from ancillary sales in an attempt to keep revenue levels as high as possible.



## Concert Ticket Sales



| Ticket Sales |       |
|--------------|-------|
| 2014         | 3,387 |
| 2015         | 2,393 |
| 2016         | 2,767 |
| 2017         | 3,354 |

| <b><u>Date &amp; Artist</u></b>   | <b><u>Sold</u></b> | <b><u>Approx. Standing</u></b> | <b><u>Approx. Total</u></b> |
|-----------------------------------|--------------------|--------------------------------|-----------------------------|
| Wed, July 19: Eli Young Band      | 500                | 1500                           | 2000                        |
| Thurs, July 20: Bret Michaels     | 629                | 2500                           | 3129                        |
| Fri, July 21: Survivor & Loverboy | 1032               | 3500                           | 4532                        |
| Sat, July 22: En Vogue            | 536                | 2000                           | 2536                        |
| Sun, July 23: LeAnn Rimes         | 657                | 3250                           | 3907                        |

## ***Grounds Entertainment***

Our grounds entertainment goal for 2017 was to bring back the entertainment the public loves, including comedy stage shows and fun strolling characters, while incorporating a new, larger attraction as a “wow” factor without reducing the feeling of nostalgia that attending the fair induces.

We achieved our goal by bringing in comedy stage shows The Mark and Dre Comedy Show, Professor Bamboozle and comedian Josh Casey. We, of course, brought back crowd favorite All Alaskan Racing Pigs, and strolling entertainers BC Characters Fritter Critters and Washboard Willy Jamboree.

This year, we added in some new entertainment for the smallest fair patrons with the Barnyard Adventure; Tanna Banana, a children’s educational comedian; and the very cool indoor Toddler Zone for parents to rest, tend to babies and let toddlers get their wiggles out in an area geared towards just them. Also new this year was Joe Stoddard who brought Manfred, his talking horse; the Gypsy Time Travelers took us back in time; and Keith Sayers Freestyle MX brought our “wow” factor for the year. These professional motocross racers with their high-flying jumps, flips and crazy stunts were incredibly popular among all fair patrons!

Overall, we brought in the same amount of entertainment as 2016, but were able to bring in new and fun options for all, without sacrificing any of our crowd favorites.

This year, our Grounds Entertainment included:

|   |                          |
|---|--------------------------|
| All Alaskan Racing Pigs                 | Keith Sayers FMX         |
| Barnyard Adventure                      | Mark & Dre Comedy Show   |
| Children’s Tractor Pull                 | Professor Bamboozle      |
| Fritter Critters                        | Tanna Banana             |
| Gypsy Time Travelers                    | Toddler Zone             |
| Joe Stoddard: Manfred the Talking Horse | Washboard Willy Jamboree |
| Josh Casey Comedian                     |                          |

### ***Senior Social:***

The Senior Celebration, formerly known at the Senior Dessert Social, was a huge success this year! After many layout discussions, the event was moved to the Auditorium so that the Granges could return to their home in the Wheeler Pavilion (which they were absolutely thrilled about as the displays were originally built for that building). Traffic flowed very nicely for Senior Celebration attendees waiting in line for their cake and ice cream and visiting vendors. We were fortunate enough to maintain our wonderful partnerships with Larsen’s Fine Candies, Martin Luther King Education Center / Lane County Youth Services, and Willamalane Teen Camp who provided ice cream, cakes, and assistance with patrons respectively. We feel that the change in location benefited all parties and contributed to the success of the event.

After last year's Fair, members from AARP volunteered to assist in planning the Senior festivities; revising the name of the event, finding vendors, planning activities, etc. Their main focus was to involve the attendees in interactive activities and attract fairgoers ages 50+. They were able to bring in a variety of entertainers including a Yoga demonstration and a local band to provide music for the event. Overall, their assistance was beneficial to the event though at times it felt slightly disorganized as planning was happening outside of the Fair office. We will evaluate for next year whether or not we want to continue having assistance with the planning or to have it done by Fair staff. Above all, the Senior Celebration was a great success and we are excited about its future in the Auditorium.

### ***S.T.E.M. Festival***

This year was the fourth year running for the S.T.E.M (Science, Technology, Engineering, and Math) Festival! From our research and findings of last year's event, we chose to use a different approach and narrowed the formerly three-day Friday-Sunday event down to a one-day event on Saturday of Fair in the Auditorium. When speaking with organizers from Lane ESD and the University of Oregon, we mutually agreed that this approach would be more beneficial for numerous reasons including securing volunteers, scheduling demonstrations, and acquiring a variety of different participants. All activities inside of the event were free to fairgoers and were enjoyed by those who participated! Though we promoted this area and what it offered to fairgoers, we saw little advertisement from Lane ESD and their participants to help promote the event. We will be reevaluating the Festival for 2018 to determine other strategies to increase attendance and participation.

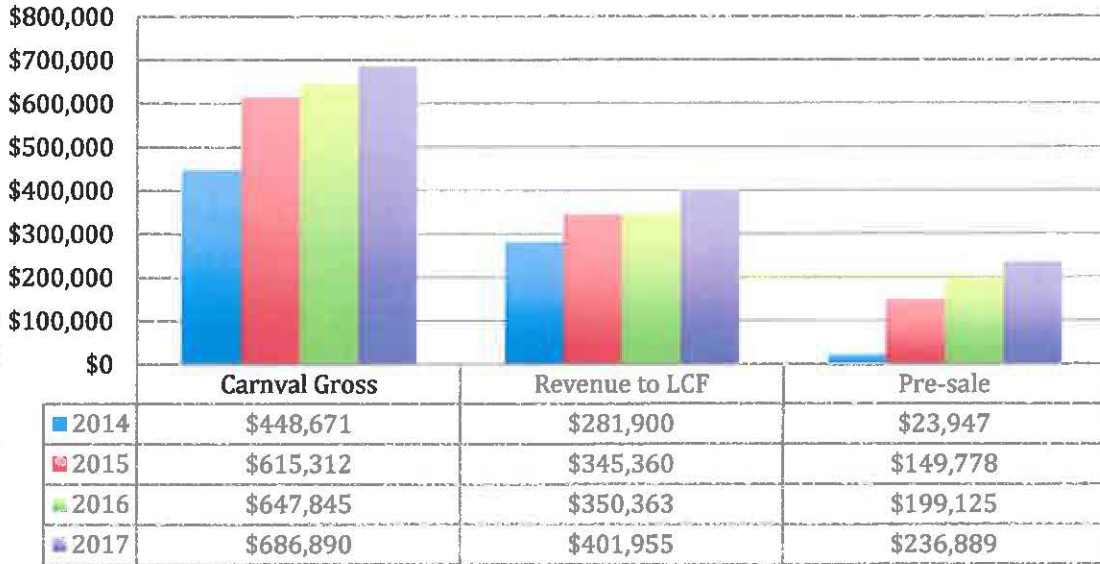
## **Carnival**

The contract for the Fair Carnival provider expired at the end of the 2016 Fair. As such, we engaged in a competitive RFP (Request for Proposal) process to secure a Carnival operator. The contract was awarded to Funtastic Carnival for the 2017-2019 Fairs and resulted in an increased percentage of revenue paid to the Fair.

New contract aside, Funtastic Carnival had yet another record-breaking year. The pre-sale for pay-one-price unlimited ride bracelets increased by a whopping 21%! On-line sales were extremely strong as usual and as with 2016 there was a strong desire on the part of the Carnival and our staff to have physical sale locations above and beyond the Fair office. First Tech Community Credit Union came on board as a new sponsor of this pre-sale providing a physical location to purchase bracelets in addition to our on-line sales. There was some initial concern that this sponsor did not have enough physical locations to be of value but this worry proved unnecessary as First Tech sold 2,341 bracelets in their first year! First Tech has already expressed interest in participating in 2018 and conversations with Funtastic to further grow the pre-sale will begin shortly!

Overall carnival sales increased by 14%! This and the new increased contract percentage contributed to a 14% increase in revenue paid to the Fair as well.

## Carnival Revenues



**NOTE:** 2017 is the first year of the new contract cycle with Funtastic Shows

## **Exhibits: Creative and Livestock**

### **Exhibits: Creative and Livestock**

2017 marked another successful year for exhibits! We were happy to have most of our Department Coordinators and staff return as well as employing some wonderful new additions. Thanks to the hard work of our livestock coordinators, we saw an increase in animal entries throughout the open divisions and put our gorgeous new pens to good use! In addition to the increase in open livestock, we also experienced a significant growth in Youth Fair entries, specifically the beef species.

Despite having a decrease in individual exhibitors from 1471 in 2016 to 1103 in 2017, the total number of items (creative and livestock) entered into the Fair only had a minor decrease from 6031 in 2016 to 5978 in 2017. Livestock entries increased over last year while the creative departments are where the decreases occurred. We are already working on tactics to increase the Creative exhibit entries including brochures and postcards to send out throughout Lane County. The decrease in individual exhibitors may also be attributed to a change in the way the exhibits software is being used based on the staff transition. The current Exhibits Coordinator spent time cleaning up apparent errors and/or double counting and reporting. We believe the numbers from this year and moving forward will be more accurate.

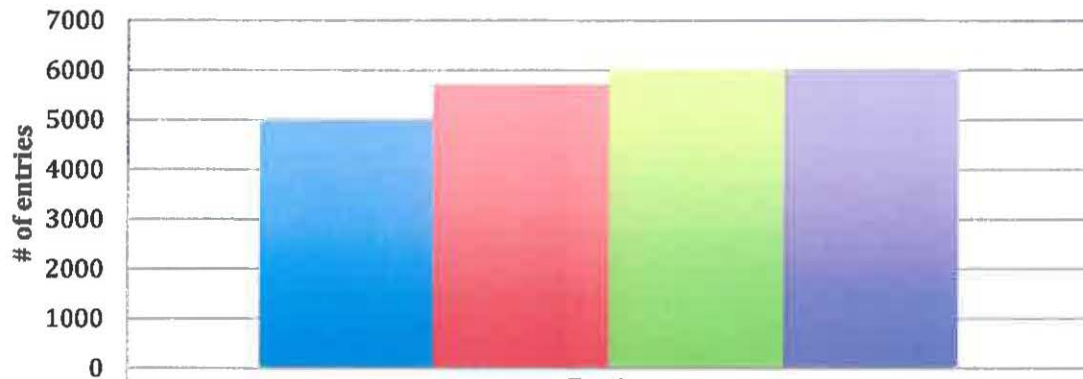
This year, we made some slight adjustments to the layouts including moving the 4-H small animals to Expo 5 South and shifted the Sheep and Goat departments. The Department Coordinators were happy with this shift as it opened up more room for their departments.

This year, the distribution of exhibitor camping was done through the Lane County Fair business office instead of the 4-H office. We were able to increase the number of spaces allowing more exhibitors the opportunity to camp during the Fair. Because of the high demand, we are looking into increasing the price per spot for next year's camping.

4-H had a strong presence at the Fair this year. For 2017, 4-H did not oversee the Youth Fair participants. We hired a Youth Fair Coordinator in addition to a Beef and Sheep/Swine assistant to run the Youth Fair program. Having two separate entities had its positives and negatives but we are determined to find a solution that is positive for both organizations and the Youth of Lane County as we move forward.

Premium payouts collected by exhibitors this year amounted to \$32,590.68.

## Exhibitors & Entries



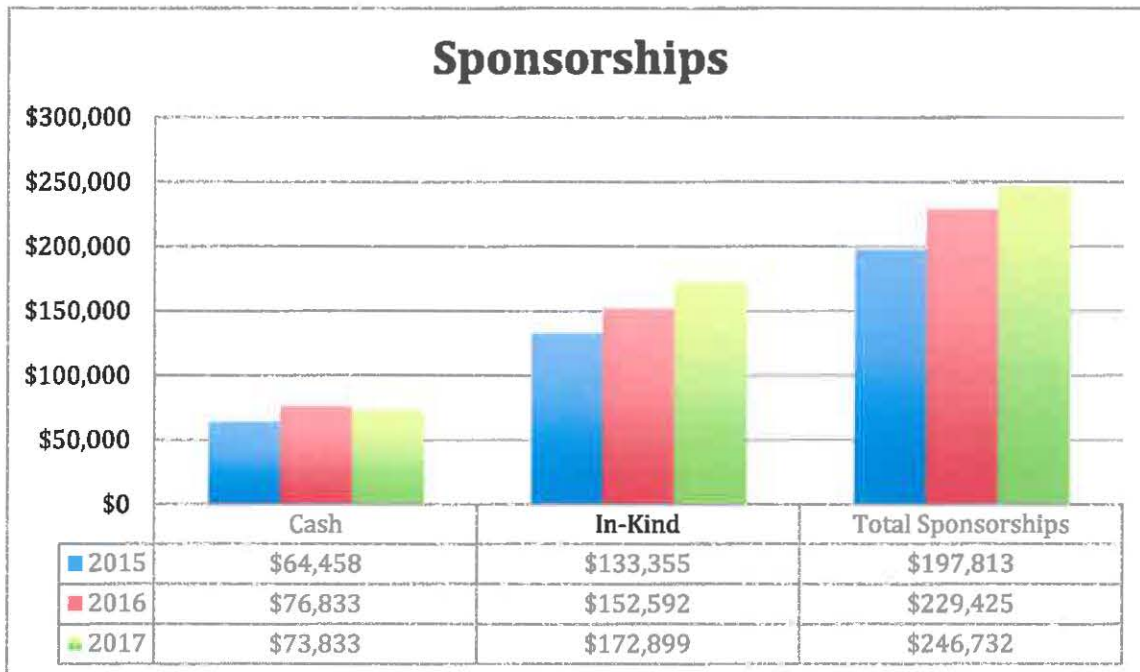
|      | Entries |
|------|---------|
| 2014 | 4971    |
| 2015 | 5723    |
| 2016 | 6031    |
| 2017 | 5978    |



## Sponsors & Partners

Sponsorships and partnerships increased again this year. Several new sponsors joined the Fair this year including First Tech Federal Credit Union, Servpro, Widmer Brothers Brewing, Heritage Distilling and Aaron's Furniture. Some of these partnerships were cash contributions and some were in-kind partnerships. Both types of sponsorships have value to the Fair and contribute towards a more positive financial net so while the cash experienced a small decrease, the jump of in-kind trade resulted in a decrease to our expenses in a number of areas. Additionally this year, partnerships developed by staff with media outlets as well as our bonus trade negotiated by our Marketing & Advertising agency negotiated contributed largely to the increase of in-kind sponsorship value.

Partnerships with Food for Lane County and Lane Blood Center, now called Bloodworks continued this year as well. The admission special - canned food drive on Sunday resulted in the second highest amount of food collected since the Fair food drive began in 2010 with over 25,000 pounds collected in just three short hours! The blood drive was unfortunately not as successful this year however, after some discussion with their staff it does seem that the transition from Lane Blood Center to Bloodworks, which is no longer a local organization, has created challenges in reaching its previous audience. We will continue to work with them into the future to hopefully rebuild the donation numbers during the Pint for a Pass blood drive to their highest levels or beyond.



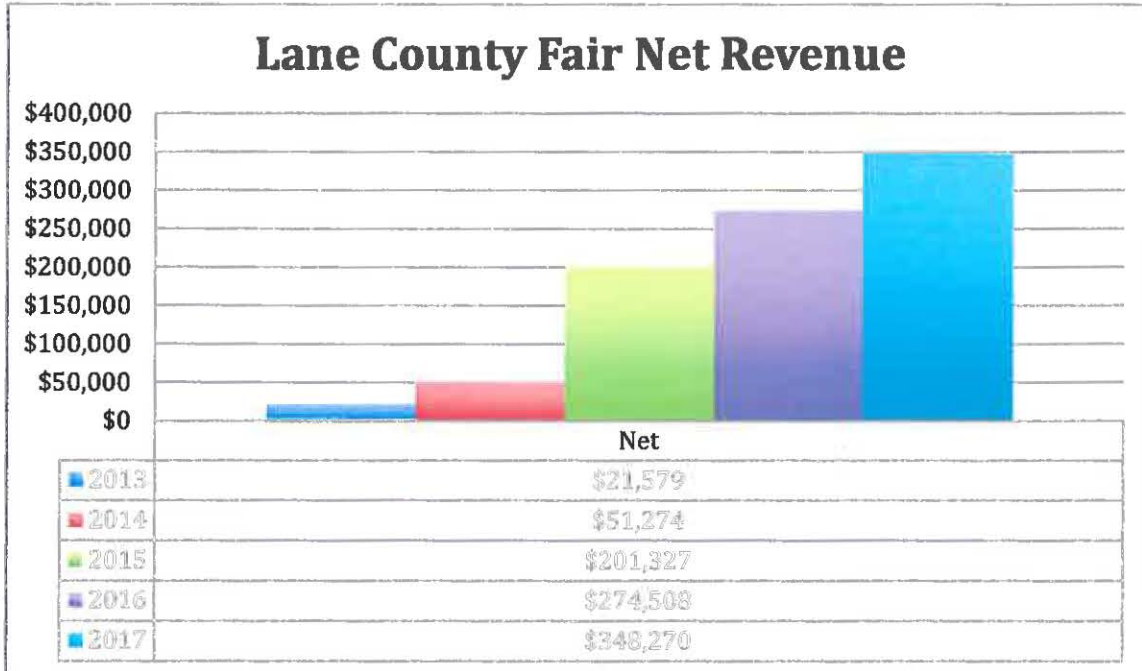
## Totals

**2017 Revenue:** estimated \$1,372,656\*

**2017 Expense:** estimated \$1,024,386\*

**Net:** estimated \$348,270\*

*\*Current numbers are close approximations as several items are being held back for questioning and some revenues have not been received as of yet.*



## In Summary

The 2017 Fair has come and gone and left us with a financial success yet again. Great and consistent weather along with a model that promotes Fun, Family entertainment continues to deliver positive results. Strong partnerships and growth in most areas will guide us as we prepare for the 2018 Fair.

**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. 13<sup>th</sup> 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.
- 3.2 Fair Board members shall serve four-year terms as specified in Lane Manual 3.5 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 7th day of  
December, 2017.

LANE COUNTY FAIR BOARD

\_\_\_\_\_  
President

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

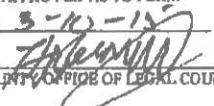
**WHEREAS**, the Amended and Restated Agreement reaffirms the relationship and clarifies the understandings between the Board of Commissioners and the Lane County Fair Board.

**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 Bozlevich, Chair  
Lane County Board of Commissioners

APPROVED AS TO FORM  
Date 3-17-15  
  
\_\_\_\_\_  
LANE COUNTY OFFICE OF LEGAL COUNSEL

**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. 13<sup>th</sup> 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.

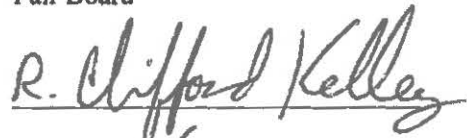

14. Amendments: This Agreement may be amended from time to time as needed, by mutual written agreement.

This Agreement is adopted this 17<sup>th</sup> day of March, 2015.

Lane County

  
Chair, Board of Commissioners

Lane County  
Fair Board

  
  
Sascha Cosio  
