



Contract Review Sheet

CS-1833-17 (2)

Contract for Services #: CS-1833-17 Amendment #: 2

Contact: Krista Ulm Department: Community Services Department

Phone #: (503) 373-4447 Date Sent: _____

Title: Fair Event Coordination Services

Contractor's Name: Ingalls and Associates Inc

Term - Date From: November 1, 2017 Expires: September 30, 2024

Original Contract Amount: \$ 727,635.00 Previous Amendments Amount: \$ 67,637.00

Current Amendment: \$ 229,882.00 New Contract Total: \$ 1,025,154.00 Amd% 41%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal RFP# CS238-17

Description of Services or Grant Award

Event coordination services for the Marion County Fair.
Amendment #2 adds one additional year of reimbursable expenses, plus flat rate costs to coordinate the 2024 Fair.

Desired BOC Session Date: 12/13/2023 Files submitted in CMS for Approval: 11/22/2023

Agenda Planning Date: 11/30/2023 Printed packets due in Finance: 11/28/2023

Management Update: 11/28/2023 BOC upload / Board Session email: 11/29/2023

BOC Session Presenter(s) Kelli Weese

FOR FINANCE USE

Date Finance Received: _____ Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

Finance - Contracts Date

Contract Specialist Date

Legal Counsel Date

Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

December 13, 2023

Meeting date: _____

Department: Community Services

Title: Marion County Fair Event Coordination Services Amendment #2

Agenda Planning Date: 11/28/23 Management Update/Work Session Date: 11/30/23 Audio/Visual aids

Time Required: 5 Contact: Kelli Weese Phone: 503-589-3277

Requested Action: Approve the Contract for Services Amendment #2 with Ingalls & Associates to coordinate the 2024 Marion County Fair

Issue, Description & Background: In 2017 a competitive Request for Proposals was issued and Ingalls & Assoc was awarded a multi-year contract to coordinate the County Fair through 2022. In 2023, Amendment #1 added funds and extended the contract for one year. This amendment #2 adds funds to coordinate the 2024 Fair and covers Fair 'reimbursable' expenses, which are expenses that are paid by Ingalls & Assoc on behalf of the Fair, then reimbursed. It also extends the contract for one additional, final year, while a new competitive solicitation is done.

Financial Impacts: The proposed contract includes \$1,189,154 in anticipated fees for the full seven years of the contract including \$301,450 for payment for services and \$887,704 for expense reimbursement.

Impacts to Department & External Agencies: None.

List of attachments: Amendment #2 with copies of the original contract and Amendment #1.

Presenter: Kelli Weese

Department Head Signature: [Handwritten Signature]

**REQUEST FOR AUTHORIZATION OF CONTRACT
CS-1833-17**

Date: November 21, 2023
To: Chief Administrative Officer
Cc: Contract File
From: Krista Ulm

I. Subject: Reinstatement

The Marion County Community Services Department is requesting approval to reinstate a contract as described in Section 10-0570 of the Marion County Public Contracting Rules. The contract is with Ingalls and Associates Inc for the Marion County Fair Event Coordination with a value of \$1,025,154.00 and upon approval will be reinstated and in full force and effect, as if it had not expired with a new expiration date of 9/30/2024.

A. BACKGROUND

In 2017 a competitive RFP was issued to secure Event Coordination services for the county Fair through 2024. Ingalls and Associates was awarded a contract which expired on September 30, 2023. It was the intent to issue a new RFP, but time didn't allow for that to happen so the Fair Board and County agreed to extend the contract through the 2024 Fair.

B. As required by MCPCR, a concise written statement must be submitted meeting the requirements of 10-0570(1).

This is a continuation of an existing contract. A new RFP was to be issued for future County Fair Event Coordination services, but due to staffing and increased workload, the RFP is being postponed until early 2024 for the 2025 Fair and a contract will be executed by September 30, 2024.

II. Subject: Amendment Exceeds 25%

DIPS CODE: 270-50-00-426-4216
Budget Authority: Yes No, [indicate why if No]
CIP: n/a

The Marion County Community Services Department is requesting approval to amend a contract as described in Section 20-0265, 20-0270, 30-0320, 40-0160, and 40-0910 of the Marion County Public Contracting Rules. The contract is with Ingalls and Associates Inc for County Fair Event Coordination Services with a value of \$795,272.00 and an additional \$229,882.00 will be added to the contract for a new contract total of \$1,025,154.00 upon approval.

A. BACKGROUND

In 2017 a competitive RFP was issued to secure Event Coordination services for the county fair through 2024. Ingalls and Associates was awarded a contract which expired on

September 30, 2023. It was the intent to issue a new RFP, but time didn't allow for that to happen so the Fair Board and County agreed to extend the contract through the 2024 Fair.

B. CURRENT AMENDMENT PURPOSE

This amendment extends the contract for one additional year and adds funds to coordinate the 2024 Fair. A majority of the increase to the contract total is for reimbursement. The Event Coordinator directly pays for a lot of Fair operating expenses, then seeks reimbursement. Only about 21% of the increase is the flat rate fee charged by Ingalls to coordinate the Fair.

C. JUSTIFICATION

For formal procurements, indicate why the need for adding more than 25% of the total contract cost: to cover costs associated with the 2024 County Fair.

D. BUDGET IMPACTS

1. Are the expected expenditures for the current fiscal year under the contract, including any additional funds being requested with this action, already included in the current year adopted budget? Yes No
2. If yes, amount \$ \$229,882 Program / Account see above
3. If no, describe the amount and how the anticipated expenditures will be handled within the budget:
 - a. Amount: \$ _____
 - b. Managed with anticipated savings– explain why and from what costing:

 - c. Will require a supplemental budget request – provide the expected funding source and costing:
 - i. Funding Source: _____
 - ii. Costing: _____

Submitted by:

Krista Ulm
Community Services Department

Reviewed by:

Contracts & Procurement

Acknowledged by:

Department Head

Acknowledged by:

Jan Fritz, CAO



**AMENDMENT 2 to CS-1833-17
the CONTRACT FOR SERVICES
between**

MARION COUNTY and INGALLS AND ASSOCIATES INC

This Amendment No. 2 to the Contract for Services (as amended from time to time, the “Contract”), dated November 1, 2017 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Ingalls and Associates Inc, hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~striketrough~~):

1. TERM. This Contract expires on September 30, 2024 ~~September 30, 2023~~.

2. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$1,025,154.00 ~~\$795,272.00~~.

**EXHIBIT A
STATEMENT OF WORK**

1. STATEMENT OF SERVICES. Contractor shall perform Services as described below:

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

2. Plan, organize, and implement logistical details related to fair operations, fair event setup / tear down, and Real Heroes display, including:

~~v. Arrange availability of wheel chairs for fair goers.~~

9. Contractor will work with County to create a master fair event coordination binder (in either digital or paper format) to document how to plan and implement various components of the fair no later than November 1st for the prior year’s fair.

2. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$1,025,669.00 ~~\$795,272.00~~.

A. METHOD OF PAYMENT FOR SERVICES County shall pay Contractor a flat rate fee of \$41,000.00 for the following: \$35,000.00 for Event Coordination Services; \$5,000.00 for Grounds set up/clean up, and \$1,000.00 for Real Heroes Production for each year of the contract through the 2022 Fair.

For the 2023 Fair, County shall pay Contractor a flat rate fee of \$47,300.00 for the following: \$40,300.00 for Event Coordination Services; \$5,800.00 for Grounds set up/clean up; and \$1,200.00 for Real Heroes production.

For the 2024 Fair, County shall pay Contractor a flat rate fee of \$49,150.00 for the following: \$41,900.00 for Event Coordination Services; \$6,000.00 for Grounds set up/clean up; and \$1,250.00 for Real Heroes production.

B. BASIS OF PAYMENT FOR SERVICES. Payments for flat rate fee services will be issued in six monthly payments of \$5,857.14 each, and one payment of \$5,857.16 beginning January of each year from 2018 through the 2022 Fairs. For the 2023 Fair, payments for flat rate fee services will be issued in seven equal monthly payments beginning January 2023. For the 2024 Fair, payments for flat rate fee services will be issued in seven equal monthly payments beginning January 2024. The first payment will be issued upon contract execution and receipt of invoice from Contractor. Subsequent payments will be issued upon receipt and approval of Contractor's invoice and report reflecting activities of the prior month.

C. EXPENSE REIMBURSEMENT. County will reimburse Contractor for the expenses incurred only when the expenses are essential to implementation of fair event coordination, within the course and scope of Contractor's obligations under this Contract, and within the scope of the budget as adopted and approved monthly by the Board. Reimbursement may be submitted as needed; all requests must include supporting documentation verifying the expense (i.e. bill, invoice, receipt, etc.).

Contractor shall be responsible for all travel and entertainment expenses, office supplies, equipment, and other business costs incurred during the course of the contract.

Total for Reimbursable Expenses. The total amount available to reimburse Contractor for expenses authorized for reimbursement under this Exhibit A, section 2.C is \$887,704.00 ~~\$706,972.00~~. The total amount stated for reimbursable expenses includes a contingency amount which is not available for reimbursement until such time that the Board approves a budget amendment and allocates the funds to an expense category. Expenses incurred beyond the most current approved budget, updated and adopted monthly, prior to budget amendment by the Board are not eligible for reimbursement.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date



**AMENDMENT #1 to CS-1833-17
the CONTRACT FOR SERVICES**

**between
MARION COUNTY and INGALLS AND ASSOCIATIONS INC.**

This Amendment No.1 to the Contract for Services (as amended from time to time, the “Contract”), dated November 1, 2017 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Ingalls and Associates, Inc., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

1. TERM. This Contract is effective on the date it has been signed by all parties and all required approvals have been obtained. This Contract expires on September 30, 2023 [September 30, 2022].

2. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$795,272.00 [\$727,635.00].

**EXHIBIT A
STATEMENT OF WORK**

2. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$795,272.00 [\$727,635.00].

A. METHOD OF PAYMENT FOR SERVICES. County shall pay Contractor a flat rate fee of \$41,000.00 for the following: \$35,000.00 for Event Coordination Services; \$5,000.00 for Grounds Set up/Clean Up, and \$1,000.00 for Real Heroes Production for each year of the contract through the 2022 Fair.

For the 2023 Fair, County shall pay Contractor a flat rate fee of \$47,300.00 for the following: \$40,300.00 for Event Coordination Services; \$5,800.00 for Grounds set up/clean up; and \$1,200.00 for Real Heroes production.

B. BASIS OF PAYMENT FOR SERVICES. Payments for flat rate fee services will be issued in six monthly payments of \$5,857.14 each, and one payment of \$5,857.16 beginning January of each year through the 2022 Fair. For the 2023 Fair, payments for flat rate fee services will be issued in seven equal monthly payments beginning January 2023. The first payment will be issued upon contract execution and receipt of invoice from Contractor. Subsequent payments will be issued upon receipt and approval of Contractor’s invoice and report reflecting activities of the prior month.


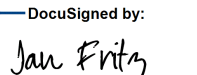

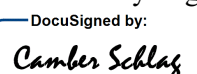
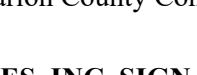

C. EXPENSE REIMBURSEMENT. County will reimburse Contractor for the expenses incurred only when the expenses are essential to implementation of fair event coordination, within the course and scope of Contractor’s obligations under this Contract, and within the scope of the budget as adopted and approved monthly by the Board. Reimbursement may be submitted as needed; all requests must include supporting documentation verifying the expense (i.e. bill, invoice, receipt, etc.).

Contractor shall be responsible for all travel and entertainment expenses, office supplies, equipment, and other business costs incurred during the course of the contract.

Total for Reimbursable Expenses. The total amount available to reimburse Contractor for expenses authorized for reimbursement under this Exhibit A, section 2.C is \$706,972.00 [\$522,635.00]. The total amount stated for reimbursable expenses includes a contingency amount which is not available for reimbursement until such time that the Board approves a budget amendment and allocates the funds to an expense category. Expenses incurred beyond the most current approved budget, updated and adopted monthly, prior to budget amendment by the Board are not eligible for reimbursement.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES

Authorized Signature:	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <small>DocuSigned by:</small>  <small>C54889DD24B041A</small> </div> <div style="text-align: right;">11/23/2022</div> </div>
	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <small>DocuSigned by:</small>  <small>DC16351248DE4EC...</small> </div> <div style="text-align: right;">11/28/2022</div> </div>
Authorized Signature:	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <small>DocuSigned by:</small>  <small>D0CEC5B04B9E483...</small> </div> <div style="text-align: right;">11/28/2022</div> </div>
	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <small>DocuSigned by:</small>  <small>C5B2E3DF257E444</small> </div> <div style="text-align: right;">11/23/2022</div> </div>
Reviewed by Signature:	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <small>DocuSigned by:</small>  <small>9EBDA7DA4EBB4D0...</small> </div> <div style="text-align: right;">12/2/2022</div> </div>
	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <small>DocuSigned by:</small>  <small>9EBDA7DA4EBB4D0...</small> </div> <div style="text-align: right;">12/2/2022</div> </div>

Department Director or designee

Chief Administrative Officer

Marion County Legal Counsel

Marion County Contracts & Procurement

INGALLS & ASSOCIATES, INC. SIGNATURE

Authorized Signature:	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <small>DocuSigned by:</small>  <small>9EBDA7DA4EBB4D0...</small> </div> <div style="text-align: right;">12/2/2022</div> </div>
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Title: Member

MARION COUNTY CONTRACT FOR SERVICES

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Ingalls and Associates, Inc., a Corporation, hereinafter called Contractor.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

1. TERM. This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on September 30, 2022. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond September 30, 2024.

2. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$727,635.00. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

3. COMPLIANCE WITH STATUTES AND RULES.

A. County and the Contractor agree to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated by reference herein.

B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 27. C. (i) through (iv) of this Contract.

i. Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 27.3 of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

a. Termination of this Contract, in whole or in part;

- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement contractor.

C. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT and TITLE VI OF THE CIVIL RIGHTS ACT. Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

5. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence in the performance of this Contract.

6. FORCE MAJEURE. Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

7. FUNDING MODIFICATION.

A. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

8. RECOVERY OF FUNDS. Expenditures of the Contractor may be charged to this contract only if they (1) are in payment of services performed under this contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the contract period.

Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

9. ACCESS TO RECORDS.

A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.

B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

10. REPORTING REQUIREMENTS. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by the Contractor shall be supported by documentation in Contractor's possession from third parties.

11. CONFIDENTIALITY OF RECORDS.

A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.

B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidential provision.

C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.

D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

12. INDEMNIFICATION AND INSURANCE.

A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

13. EARLY TERMINATION. This Contract may be terminated as follows:

A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.

B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

D. Notwithstanding section 13C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

14. PAYMENT ON EARLY TERMINATION. Upon termination pursuant to section 13, payment shall be made as follows:

A. If terminated under 13A or 13B for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

B. If terminated under 13C by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

C. If terminated under 13C or 13D by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

15. INDEPENDENT CONTRACTOR.

A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.

B. **SUBCONTRACTING/NONASSIGNMENT.** No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

16. GOVERNING LAW AND VENUE. This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

17. OWNERSHIP AND USE OF DOCUMENTS. All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

18. NO THIRD PARTY BENEFICIARIES.

A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

B. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

19. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

20. MERGER CLAUSE. This Contract and the attached exhibits constitute the entire agreement between the parties.

A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

21. WAIVER. The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

22. REMEDIES. In the event of breach of this Contract, the Parties shall have the following remedies:

A. If terminated under 13C by County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.

B. In addition to the remedies in sections 13 and 14 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.

C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

23. INSURANCE.

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. PROFESSIONAL LIABILITY. Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County Not required by County.

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

iii. COMMERCIAL GENERAL LIABILITY. Covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County Not required by County.

Bodily Injury/Death:

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager
- \$500,000 Per occurrence limit for any single claimant
- \$1,000,000 Per occurrence limit for multiple claimant

iv. AUTOMOBILE LIABILITY INSURANCE. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County Not required by County.

Bodily Injury/Death:

- Oregon Financial Responsibility Law, ORS 806.060 (*\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury*).
- \$500,000 Per occurrence limit for any single claimant; and
- \$1,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

B. ADDITIONAL INSURED. The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

D. **CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

24. NOTICE. Except as otherwise expressly provided in this contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:
Ingalls and Associates Inc.
PO Box 2248
Lebanon, OR 97355

To County:
Procurement & Contracts Manager
555 Court Street NE, Suite 5232
Salem, Oregon 97309
Fax No. 503-588-5237

25. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

26. SEVERABILITY. If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

27. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to the County that:

A. Contractor has the power and authority to enter into and perform this Contract.

B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.

C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:

i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

D. Any Services provided to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

28. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

MARION COUNTY SIGNATURE

BOARD OF COMMISSIONERS:

Donald A. Best 11-1-17
Chair Date

Garet Gark 11-1-17
Commissioner Date

Kir Cameron 11.1.17
Commissioner Date

Authorized Signature: Jason Gwetttsch 10-23-17
Department Director or designee Date

Authorized Signature: N/A
Chief Administrative Officer Date

Reviewed by Signature: A. Brian Ray 10/25/17
Marion County Legal Counsel Date

Reviewed by Signature: [Signature] 10/24/17
Marion County Contracts & Procurement Date

INGALLS AND ASSOCIATES INC. SIGNATURE

Authorized Signature: Jim Ingalls 10/23/2017
Date

Title: Member

EXHIBIT A
STATEMENT OF WORK

1. STATEMENT OF SERVICES. Contractor shall perform Services as described below.

A. GENERAL INFORMATION. This contract is a result of the Marion County Fair Event Coordination Services Request for Proposals # C25102-CS-238-17 released September 21, 2017 and Ingalls and Associates' Proposal signed and submitted on October 2, 2017. Contractor shall provide Event Coordination services for the 2018-2022 Marion County Fairs as outlined in section 1.B below.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE. Contractor will work in coordination with the Marion County Fair Board (Board) to plan, organize, and oversee the logistical details of the event to support the goals as outlined in the Fair's Strategic Plan (Exhibit B).

1. Support the Fair in its goal of increasing public awareness.
 - a. Work with Board representatives to increase participation in Public Competitions and other fair events open to the public.
 - b. Work with Board and staff members to create the schedule of activities to help with public awareness and ensure coordination. (Working schedule, master list of specials, daily printout, etc.)
 - c. Propose new ideas and procedures to the Board and staff for fair improvements, including increasing the:
 - i. Involvement of the agricultural community
 - ii. Awareness of the fair throughout the community
 - iii. Number of volunteers
 - iv. Fair revenue
2. Plan, organize, and implement logistical details related to fair operations, fair event setup/tear down, and Real Heroes display, including:
 - a. Provide vision for fair design and fresh layout annually; responsible to bring new activity ideas and prospect new acts to bring to the fair.
 - b. Develop the general footprint of the fair's set-up (i.e., AutoCAD), including booths. Work with Marion County Public Works or another appropriate provider to draft the general footprint of the fair setup; present to Board for approval.
 - c. Identify number of stages needed, appropriate placement and secure the equipment needed.
 - d. Provide all aspects of event coordination and management related to set-up, operation and takedown. Oversee all day-to-day activities, fair security, and barn load out; serve as the primary decision maker.
 - e. Provide staff, volunteers, or subcontract for parking lot management, litter patrol, children and youth day activities, and senior citizen activities.
 - f. Provide event setup and teardown. Hire staff or coordinate volunteer groups where needed to conduct these functions.
 - g. Coordinate all aspects of "Real Heroes" area including vendors, layout, and promotion.
 - h. Facilitate special events and activities such as Honor Day, STEAM activities, Awesome Day, Ag Day, Family Fun Day, senior citizen activities, etc.
 - i. Organize and support vendors, volunteers, security, public competitions, communications, transportation, and other customary aspects of the Fair.
 - j. Work with 4-H/FFA to determine and address specific garbage and clean-up needs. Hire staff or coordinate volunteer groups where needed to conduct these functions.
 - k. Be onsite and available the week prior to event for set up, every day during fair operations, and post event for tear down. Contractor must have a representative available on-call 24/7 during the fair event to address logistical issues when needed.

- l. Work with Board and staff to negotiate the use of the Oregon State Fairgrounds for the fair activities and events.
 - m. Work with Board and staff to further develop state fair and county fair cooperation, including but not limited to a more effective layout, communication of needs, fencing, and improved signage.
 - n. Work with Board and staff to determine which tasks are assigned to the contractor, staff and/or Board. Coordinate and monitor tasks to ensure completion.
 - o. Produce or coordinate gate entry tickets and other credentials for sponsors and special events.
 - p. Produce or purchase badges or other entry credentials for fair participants, including board members, volunteers, staff, etc. Work with the Sponsor and Marketing Contractor for donations where possible.
 - q. Provide copier/printer and arrange internet connections for fair office. Work with the Sponsor and Marketing Contractor for internet sponsorship through Comcast and other donations where possible.
 - r. Provide bottled water for fair office and parking attendants. Work with the sponsorship contractor to secure sponsors or donations where possible.
 - s. Provide golf carts and tractors for use during fair setup/tear down and throughout fair. Coordinate delivery and pick up, work with Sponsor and Marketing Contractor for donations where possible.
 - t. Order portable toilets and hand washing stations to include ADA accessible units.
 - u. Negotiate contract for EMT/Ambulance service.
 - v. Arrange availability of wheel chairs for fair goers.
3. Support the goal of improving communication and information sharing.
 - a. Work with staff to improve “signage” throughout fairgrounds, including posting prices at ticket booths and “designated smoking area” signs at all entry gates.
 - b. Work with Marion County Health Department to coordinate the pick-up and drop-off of “Designated Smoking Area” a-frame signs.
 - c. Work with Board and staff to review and update the fair’s emergency plan.
 - d. Work with Board and staff to coordinate and implement a volunteer appreciation activity. Coordinate invitations to sponsors and secure food sponsors for the event.
 - e. Work with Community Services Volunteer Coordinator to identify a location to provide a volunteer check in and hospitality area.
 4. Support the fair in its goal of sustaining and increasing fair activities and events that encourage broader audiences to attend.
 - a. Work with Board to identify entertainment options that may have a potential for increasing fair attendance.
 - b. Work with Board and staff to determine if a “big name act” will be featured.
 - c. Coordinate and oversee participation in special activities as determined by Board, including but not limited to: Flyball tournament, pony rides, petting zoo, etc.
 - d. Identify and contract with a vendor for stage, sound, and light services.
 - e. Serve as a liaison to the state fair staff, 4-H/FFA staff, volunteers, and other organizations involved in production of the fair.
 - f. Work with Board, county staff, and 4-H staff to create detailed work orders to support implementation of 4-H, FFA, and public competition livestock events.
 - g. Work with Sponsor and Marketing Contractor to secure sponsors for public competition events.
 - h. Plan and implement activities for exhibit hall stage, if applicable.
 - i. Support the fair in continuing to implement and enhance opportunities for commercial/food vendors and commercial exhibits by maximizing commercial space in exhibit hall(s) and outside.
 - j. Work with assigned fair representatives to:
 - i. Address vendor issues and complaints;

- ii. Sell booths;
 - iii. Address vendor/fair expectations;
 - iv. Improve inside and outside layout; and
 - v. Re-evaluate food vendors' contracts and deposits/fee structure.
- k. Work with Board and staff to hold a post fair re-cap meeting in August of each year to identify strengths and needed improvements of the most recent fair.
6. Expand events for teens, seniors, and families, including culturally diverse activities.
- a. Work with youth organizations to build on teen and family focused activities.
 - b. Contract with Boys and Girls Club and other youth and family organizations to solicit support for implementing children activities at the fair.
 - c. Work with Board and the Sponsor and Marketing Contractor to secure sponsors for additional children activities.
 - d. Work with Board and community partners to build on previous year's senior activities including demonstrations, acts, games, booths, etc.
7. Plan, organize, contract and pay for specifically identified services, materials or entertainment/attraction and related services approved by the Board. Contractor will hold responsibility for, and manage, all vendors and sub-contracts related to fair which are not held by County. Contractor must fulfill all financial obligations to vendors and sub-contractors within fifteen (15) days of receipt of payment from County.

The County may hold contracts for, but not limited to the following: state fairgrounds, grange log cabin, security, EMT /ambulance services, zero waste services, carnival, commercial vendors, food vendors, 4-H, FFA, livestock agreements, major acts, market auction, and rodeo event.

County and Contractor may negotiate which contracts will be held by County with consideration given to:

- a. Providing the most flexibility in selecting vendors;
 - b. Facilitating expediency in procuring needed services;
 - c. Minimizing county administration of contracts valued over \$2,500; and/or
 - d. Level of potential liability/risk.
8. Contractor shall provide information needed to support the County in developing a written budget for presentation to and approval by the Board in January of each year. Changes to the approved budget shall require the prior approval of the Board. Requests for and justification of any change must be submitted in writing to the Board and be approved prior to commencement of the requested change.
- Contractor has the authority to procure event coordination services on behalf of Board as outlined in the most recent Board approved budget, which is modified and adopted monthly. Expenses incurred up to the approved budgeted amount will be reimbursed to Contractor upon submission of invoice and proof of expenditure.
9. Contractor will work with County to create a master fair event coordination binder to document how to plan and implement various components of the fair no later than November 1st for the prior year's fair.
10. Work with the Sponsor and Marketing Contractor to coordinate fair operations, including but not limited to:
- a. Sponsorship and marketing activities;
 - b. Ensure sponsor visibility meets obligations of sponsorship agreements;
 - c. Plan a "meet and greet" event with the big name entertainment as part of the fair sponsor appreciation event; and

- d. Timely communication of event/activity information for promotion on fair website and use in creating the fair program.
11. Contractor will attend all meetings, including planning and post-fair follow-up meetings and will prepare, submit, and present status reports to the Board in a format as agreed to by County; reporting shall include but not be limited to:
 - a. Monthly written detailed reports on the status of event planning activities;
 - b. Fair board reports shall be provided to county staff for review each month, one week prior to board meetings; and
 - c. A summary of activities and recommendations for future activities to the Board at the fair wrap-up meeting following each fair.
 12. Work with the County's fair employee to provide data for the annual report including attendance data, in-kind supports received to date, donated labor, and any other information required.
 13. Deliverables:
 - a. Attend and participate in the annual Board planning session in November of each year.
 - b. Provide monthly written project status reports via email to CSRreporting@co.marion.or.us.
 - c. Attend Board meeting and provide presentation of report.
 - d. Plan and produce the four day fair event held Thursday through Sunday during the second full weekend in July of each year.
 - e. Provide event set up/tear down services for each fair.
 - f. Produce the Real Heroes Event for each fair.

C. SPECIAL REQUIREMENTS. Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

2. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$727,635.00.

A. METHOD OF PAYMENT FOR SERVICES. County shall pay Contractor a flat rate fee of \$35,000.00 for Event Coordination Services; \$5,000.00 for Grounds Set up/Clean Up, and \$1,000.00 for Real Heroes Production for each year of the contract.

B. BASIS OF PAYMENT FOR SERVICES. Payments for flat rate fee services will be issued in six monthly payments of \$5,857.14 each, and one payment of \$5,857.16 beginning January of each year. The first payment will be issued upon contract execution and receipt of invoice from Contractor. Subsequent payments will be issued upon receipt and approval of Contractor's invoice and report reflecting activities of the prior month.

C. EXPENSE REIMBURSEMENT. County will reimburse Contractor for the expenses incurred only when the expenses are essential to implementation of fair event coordination, within the course and scope of Contractor's obligations under this Contract, and within the scope of the budget as adopted and approved monthly by the Board. Reimbursement may be submitted as needed; all requests must include supporting documentation verifying the expense (i.e. bill, invoice, receipt, etc.).

Contractor shall be responsible for all travel and entertainment expenses, office supplies, equipment, and other business costs incurred during the course of the contract.

Total for Reimbursable Expenses. The total amount available to reimburse Contractor for expenses authorized for reimbursement under this Exhibit A, section 2.C is \$522,635.00. The total amount

stated for reimbursable expenses includes a contingency amount which is not available for reimbursement until such time that the Board approves a budget amendment and allocates the funds to an expense category. Expenses incurred beyond the most current approved budget, updated and adopted monthly, prior to budget amendment by the Board are not eligible for reimbursement.

D. GENERAL PAYMENT PROVISIONS.

Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.

- E. INVOICES. Contractor shall send all invoices with supporting documentation to county's contract administrator as specified below:

Marion County Community Services Department
Attn: Marion County Fair Invoices
PO Box 14500 Salem, OR 97309
E-Mail: CSReporting@co.marion.or.us
Fax: 503-373-4460

Request for payments shall be submitted via written invoice and accompanied by proof of expense (i.e. bill, invoice, receipt, etc.) and report of activities for the prior month ending (see Exhibit C – Sample Monthly Report). Contractor shall itemize invoices by county expense code or other tracking method as agreed upon by County and Contractor.



Marion County Fair Strategic Plan 2016-2017

Legend:
CV- Commercial Vendor
EC- Event Coordinator
FB- Fair Board
FV- Food Vendor
MC- Marketing Consultant
PC- Public Competitions

GOAL 1 - INCREASE FAIR REVENUES

Strategy 1 - Hire an experienced fundraiser who will be successful in interacting with local businesses, agribusinesses, and other key community contacts.

Plan

Task	Completion Date	Responsible Party
1. Select a Marketing/Sponsorship Coordinator as needed.	Contract signed by Sept	FB
2. Accounting for sponsorship.	On-going	MC, Staff, Treasurer

Strategy 2 - Work as a fair board to develop and implement policies and practices that maximize fair revenues.

Plan

Task	Completion Date	Responsible Party
1. Board members set individual goals to recruit new vendors/sponsors to the Marion County Fair.	Dec	FB
1a. Discuss possible sponsors for grounds floral baskets	March	Shannon
2. Review pricing structure for vendors.	Jan	FB, EC Staff
3. Analyze and determine ticket prices, promotions, fees, premiums (for public competitions) and passes for impact on revenues.	Nov	FB, EC
4. Analyze expenditures to determine where efficiencies can be gained or costs can be borne by a sponsor.	Nov	FB, EC
5. Present a Treasurer's Report regularly.	Monthly	Treasurer
6. Negotiate agreements with State Fair on parking and fairgrounds rental.	Feb	Staff, Chair, Treasurer EC
7. Determine fair hours.	Nov	FB, EC
8. Review special days (Senior/Teen Day) ticket pricing.	Jan	FB, EC

Exhibit B – Fair Strategic Plan

GOAL 2 - INCREASE PUBLIC AWARENESS ABOUT THE FAIR

Strategy 1 - Work with a marketing consultant to create and implement a sound marketing plan.

Plan

Task	Completion Date	Responsible Party
See 1.1.1		
2. Adopt marketing budget.	Feb	FB, MC
3. Build on broad-based and segmented marketing approach (television, radio, internet/social networking, newspaper ads, yard signs, field signs, banners, etc.).	Jan	FB, MC
4. Marketing consultant will maintain regular communication with fair board, board designee, sponsorship consultant, and event coordinator.	On-going	MC
5. Maximize use of "free media" (press releases, radio promotions, etc.) in addition to traditional print, radio, and television advertisements.	Oct -Fair	MC
6. Reminder to pick fair theme in January. (If applicable)	Dec	FB, Staff, EC
6a. Vote on fair theme in board meeting. (If applicable)	Jan.	FB, Staff, EC
7. Interface with other state fairgrounds events occurring at the same time as county fair.	May	MC, EC, Staff Chair, State Fair Rep.
8. Put together CH2 (county building) window display	May	CS Staff/MC
9. Submit City of Salem banner application.	Starts Sept. 15	Staff
10. Present new fair theme logo to fair board. (If applicable)	Feb.	MC
11. Determine date for olding BOC Board Session at the fairgrounds during fair.	Jan.	BOC, Staff

Strategy 2 - Involve all fair board members in public awareness activities.

Plan

Task	Completion Date	Responsible Party
1. Schedule opportunities for fair board members to increase public awareness through presentations, promotions at service clubs, chambers and other public meetings.	Oct	FB, MC
2. Increase public participation in Public Competitions events.	May -Fair	EC, Staff, FB
3. Participate in community events (such as booth at AgFest, Awesome 3000, etc.).	Periodic	FB, EC
4. Explore other venues (library/mall displays, chamber press outlets, Saturday Market, First Wednesday, Iris Festival, etc.).	Feb -Fair	FB, EC
4a. Target chamber newsletter articles.	Feb -Fair	FB, MC
5. Create activities that draw cross-cultural participants.	Feb -Fair	FB, EC

Exhibit B – Fair Strategic Plan

6. Create activities schedule to help with public awareness and insure coordination. (Working schedule, master list of specials, daily printout.)	June	Staff, EC
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GOAL 3 - BE "PROACTIVE" IN ORGANIZING THE FAIR

Strategy 1 - Develop and implement a plan to assure fair responsibilities are coordinated.

Plan

Task	Completion Date	Responsible Party
1. Select an event coordinator as needed.	Oct	FB
2. Confirm garbage and clean-up is handled by an organization; coordinate any 4H/FFA specifics with them	June	EC, 4H/FFA
3. Facilitate "Zero Waste" contract with Garten Services	Nov	Staff
4. Identify the person responsible for exhibit hall logistics, stage, and commercial vendors.	Nov	FB, EC
5. Food vendors- % sales tracking (daily z-tape pickup).	June	Treasurer
6. Update flow chart of board members responsibilities including back-ups.	Nov	FB, EC

Strategy 2 - Get an early start on key tasks in all areas of the fair (Public Competitions, 4-H, FFA, Commercial Vendors, Entertainment, Activities and Events, etc.).

Plan

Task	Date	Responsible Party
1. Work with event coordinator to assign tasks; determine which tasks are assigned to coordinator, fair office staff, and fair board members.	Jan	FB, Staff, EC
2. Monitor and coordinate tasks getting an early start on key tasks in all areas of the fair.	On-going	Staff, EC
3. Evaluation of contracts- identify which contractors are eligible for renewal. Determine which services should be competitively solicited before the following year's fair.	August	Staff; EC
4. Identify carnival vendor. (Next RFP fall 2018)	Dec (as needed)	FB, County Process
5. Identify security and ticket-taking agency. (Next RFP fall 2016)	Dec (as needed)	FB, County Process
6. Identify & coordinate grounds crews to do set-up and takedown.	Jan	EC
7. Further develop state fair/MC fair cooperation- more effective layout; communication of needs; fencing; better signage.	May - fair	Staff, FB, EC
8. Negotiate the use of state fairgrounds for the fair activities and events.	Mar	EC
9. Develop Grange log cabin agreement.	May	Staff
10. Check to see if Comcast will be sponsoring internet service in the log cabin.	April	Staff, MC

Exhibit B – Fair Strategic Plan

11. Present fair layout (including booths) to fair board.	Feb	EC
12. Arrange for Big Name Entertainment Transportation Van (perhaps use county's vehicle pool)	March	Staff, EC

Strategy 3 - Improve communication and information.

Plan

Task	Completion Date	Responsible Party
1. Maintain two information booth notebooks.	June - fair	Staff
2. Improve "signage" throughout fairgrounds; including directing people to commercial exhibits and posting prices at ticket booths.	June	EC, Staff
3. Increase communication around gates, parking, camping, and tickets.	June - fair	FB, EC
4. Increase clarity of process with security personnel- who does what; informational (print, signs, etc.).	May	FB, EC
5. Review emergency plan.	Mid-June	Staff, EC, FB, other interested parties
6. Provide event listing information for program publication to Event Coordinator	May	FB, EC
7. Set date for holding Volunteer Appreciation Night in Sept.; give "save the date" notices to volunteers during fair.	June	FB, EC, Staff
8. Identify date and provide post fair gate numbers and revenue to Management Update.	June	Treasurer, Staff

GOAL 4 - SUSTAIN AND INCREASE FAIR ACTIVITIES AND EVENTS THAT ENCOURAGE BROADER AUDIENCES TO ATTEND

Strategy 1 - Continue to book free and professional entertainment.

Plan

Task	Completion Date	Responsible Party
1. Send press release seeking local entertainers for the community stage. Respond to requests to participate (perform, or entertain) that come into the fair office; relay to Event Coordinator for a response.	Begin Apr	Staff EC
2. Work with Event Coordinator on potential entertainment as a draw for fair attendance.	Jan -Fair	FB, EC
3. Discuss whether the fair should feature a "big name act".	Nov	FB, EC, Staff

Strategy 2 - Continue to feature the Marion County Talent Show.

Plan

Task	Completion Date	Responsible Party
1. Identify Talent Show Coordinator.	Jan	EC

Exhibit B – Fair Strategic Plan

2. Contract with Sound and Lights contractor.	Jan	EC, Staff
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Strategy 3 - Continue to implement and enhance 4-H, FFA, and Public Competitions livestock events.

Plan

Task	Completion Date	Responsible Party
1. Create detailed work orders.	May	FB, EC, Staff, 4H
2. Hold meeting with State Fair to address logistics, parking, work orders, barns and other issues. Negotiate horse stadium arena grooming.	May with follow-up in June	4H/FFA, Staff, FB, EC
3. Discuss any needed changes for 4H/FFA.	May	4H/FFA, FB, Staff EC
4. Update or develop MOU with public competitions animal groups (pygmy goats, llamas, mini Herefords, etc.).	Feb	S. Gubbels, Staff

Strategy 4 - Continue to implement and enhance other Public Competitions events.

Plan

Task	Completion Date	Responsible Party
1. Inventory ribbons*, order exhibit tags, update dept. classes per superintendents' requests.	Mar *July (end of fair)	Staff PC Point Pers.
2. Get public competitions sponsors; work with marketing consultant.	Apr	EC, MC, FB
3. Organize activities for exhibit hall stage.	Apr	EC, PC Point Pers.
4. Hold superintendents meeting; assure superintendent positions are filled.	Apr	OC Point Pers.
5. Place public competitions application and information on web site.	Mar	PC Point Pers. Staff
6. Send out Public Competitions press release.	April	EC, BOC
7. Hold Public Competitions Superintendents' Post Fair Mtg.	Sept	PC Point Pers.

Strategy 5 - Continue to implement and enhance opportunities for commercial/food vendors and for commercial exhibits.

Plan

Task	Completion Date	Responsible Party
1. Maximize commercial space in exhibit hall and outside.	June	EC
2. Commercial vendor coordination (communication, applications, payment)	June	Staff
3. Food vendor coordination (communication, applications, payment)	June	Staff, Treasurer
4. Vendor issues- complaints; hand holding; sales (sell booth); vendor/fair expectations; improve inside layout; change outside layout; re-look at food vendors' contract re: deposit.	Mar	EC, Staff P. Zielinski- CV

Exhibit B – Fair Strategic Plan

Strategy 6 - Expand daily/targeted events and activities.

Plan

Task	Completion Date	Responsible Party
1. Coordinate dog related activities (Flyball, Rescue Row, K-9 demos, etc.)	Jan	EC, Staff
2. Organize and develop other activities.	Apr	EC
2a.Process/sign Big Name Entertainment Contract.	Apr	FB, Staff
3. Discuss continuing the beer garden, Pretty Baby contest, Real Heroes, , Grill-Off, etc.	Jan	FB, EC
4. Hold an August Fair Re-cap Meeting to address positive and negative components of the most recent fair.	Aug.	FB, EC, Staff
5. Board members submit attendance numbers in the August meeting if have not already done so.	Aug.	FB, EC, Staff

Strategy 7 – Expand events for teens, seniors, and families, including culturally diverse activities.

Teen Plan

Task	Completion Date	Responsible Party
1. Build teen and youth participation.	Jan -Fair	EC

Family Plan

Task	Completion Date	Responsible Party
1. Contact Boys & Girls Club and other family organizations re: the children's area.	Jan	EC

Senior Plan

Task	Completion Date	Responsible Party
1. Build on previous year's senior activities (demonstrations, acts, games, booths, etc.).	April -Fair	EC, FB
2. Coordinate veterans' uniform display.	May	Staff (pre-fair), EC

GOAL 5 – INCREASE THE EFFECTIVENESS AND SUCCESS OF THE FAIR BOARD MEMBERS

Strategy 1- Board orientation and continuing education

Plan

Exhibit B – Fair Strategic Plan

Task	Completion Date	Responsible Party
1. Provide member notebook.	As needed	Staff
2. On-going training- Oregon Fairs Association conferences; Aug. regional fair meeting at fairgrounds.	On-going	FB, Staff
3. Election of officers.	Nov	FB
4. Update Member Directory.	As Needed	Staff

Strategy 2- Annual planning meeting

Plan

Task	Completion Date	Responsible Party
1. Schedule work session with Board of Commissioners (BOC) for annual report; prepare documents.	Oct.	BOC, Staff
2. Make BOC work session presentation.	By Dec. 31	FB, Staff
3. Review Bylaws and communication/conflict resolution documents.	Dec	FB
4. Review Management Agreement- every five years (Next Sept. 2021).	Aug.	FB
5. Review Strategic Plan.	On-going	FB, Staff, EC
6. Update PowerPoint presentation for presentation of fair highlights to BOC.	June	FB, Staff

Updated: 8/5/17

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Marion County Fair Event Coordination Status Report		Jill Ingalls		
Dates:	Report through 1/20/2016			
Activity	Contractor / who / What	Status	Ongoing	Complete
Bull Ride Event	Wild West Events	Negotiated ready for contract	x	
Carnival	Funtastic	Confirm ready to renew existing contract	x	
Sound / Lights / Stage	Cascade will renew / do we need new RFP	Pending discussion with board re: RFP	x	
Tents / Decorator	All Star Tent	Tent. agreement / pending 2016 contract	x	
Sanitation	TPI, Honeybucket, Others - getting quotes	Tent. agreement / pending 2016 contract	x	
Heros / Heritage	Warren Frankline	Pending revisions	x	
Exotic Acres	Camel Ride, Walk on Wild Side verbal	Pending new agreements	x	
Security	Left message for Creative	Follow up mid January	x	
Ticketing	Tentative with Afton	Ready for renewal pending revisions	x	
Facility Layouts	Pending drawing of Columbia	Sending to Stephanie to CAD this week	x	
Grounds / Facility	Redraw, Made in Marion, outdoor space, barns	Pending measuring and drafts in January	x	
Commercial Form	Revised	Pending board approval / change in fees	x	
Janitorial	Resolve / improve and less cost for 2016	Seeking quotes / building in house plan	x	
Electrical	Sponsorship Coordinator with Northside	Seeking renewal / per booth pricing revision	x	
Organizational Proposal	Established organizational structure / committees	Pending process / via board meeting	x	
Made in Marion	Marion arts, brews, cider, crafts, wine, etc	Building site / program / plan		
Alcohol	discussing micro and local vs. Columbia	Feasability in works / sponsorship coordinator	x	
OFA Conference	Attended and met with several providers	Pending agreements send from IA office	x	
Open Class	Met with Bry and Heidi	Outlined initial plan to update / re vamp Open Class	x	
RFP Marketing	Discussed RFP with Joel / Tamra	Ready to proceed when information complete	x	
Security / Gate	Discussed changing gate / ticketing with Creative	Pending outcome of getting organization to do gate	x	
Marketing / Advertising				
Website	Committee established	First meeting 1/6/2016	x	
News Release Plan	Pending Jolene Kelley (PIO)	Emailed reminder to get Editorial Calendar	x	
Oregon Fairs Nominations	Completed and submitted nominations to OFA	Pending announcement at OFA convention		x
Social Media	Met with Full Bloom to confirm	2016 social starting January	x	
Media Relations	Begin discussions with media to create plan	Media / marketing plan progressing	x	
Oregon Ag Fest	Upcoming booth reservation / plan	Pending	x	
Wine / Wine	Processing	Pending	x	
Updated Tracker	Sponsorship tracker updated for Board reporting		x	

EXHIBIT C - SAMPLE MONTHLY REPORT