

## Agenda

Eau Claire County Fair Committee

July 13, 2022, at 6:00 PM

Lincoln Town Hall: S5555 Green Meadow Rd, Fall Creek, WI 54742

1. Call to Order and Confirmation of Meeting Notice
2. Roll Call
3. Public Comment
4. Eau Claire County MOU – Discussion/Action
  - a. Special guests from the County and/or Extension
5. Future Meeting Date
  - a. July 20th, 2022, at the Fair Grounds
6. Adjourn

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through sign language, interpreters, remote access, or other auxiliary aids. Contact the clerk of the committee or Administration for assistance (715-839-5106). For additional information on ADA requests, contact the County ADA Coordinator at 839-6945, (FAX) 839-1669 or 839-4735, TTY: use Relay (711) or by writing to the ADA Coordinator, Human Resources, Eau Claire County Courthouse, 721 Oxford Avenue, Eau Claire, WI 54703.

**MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN EAU CLAIRE COUNTY THROUGH ITS EXTENSION EDUCATION COMMITTEE, THE FAIR COMMITTEE, AND THE FRIENDS OF THE FAIR FOR OPERATION AND MONETARY SUPPORT OF THE EAU CLAIRE COUNTY FAIR**

**I. PARTIES**

This Agreement is between Eau Claire County, Wisconsin, a quasi-municipal corporation, ("County"), through the Eau Claire County Extension Education Committee (hereinafter "Extension Education Committee") and its sub-committee, the Eau Claire County Fair Committee (hereinafter "Fair Committee") located at 721 Oxford Ave, Eau Claire, WI 54703 with the Eau Claire County Friends of the Fair (hereinafter "FOF"), located at PO Box 434, Augusta, WI 54722.

**II. TERM OF MOU**

Services under this Agreement shall commence upon the approval and signature of all parties for the 2023 Eau Claire County Fair and budget. The MOU is enforceable through 2026 provided no parties are in default, and if all parties agree to terms hereunder. The MOU shall be extended for one (1) successive five-year term, unless either party gives notice to the other in writing of termination at least sixty (90) days prior to the termination date hereof or mutually agreed termination.

**III. PURPOSE OF MOU**

The purpose of this MOU is to agree on responsibilities for all parties regarding the Eau Claire County Fair operation and payment of all expenses relating to the Fair.

**IV. RESPONSIBILITIES**

A. The Parties agree:

1. The Fair Committee operates the fair and is responsible for all by-laws, rules, policy, and approval of contracts for the Fair.
2. The Eau Claire County Fair Committee is a working committee comprised of volunteer members providing hands-on assistance in the production of the annual County Fair. Members serve a 2-year term organized as follows:

The Fair Committee consists of Two (2) non-voting members and Eleven (11) voting members created from the following:

- I. The 4-H Program Educator as a non-voting member.
  - II. The Fair Coordinator as appointed by the Friends of the Fair, as a non-voting member.
  - III. One (1) member who is either an FFA or agricultural teacher (active or retired); a FFA Alumni; or a member of a livestock group such as Wisconsin Simmental Association or Wisconsin Pork Producers.
  - IV. Three (3) youth members, of which one must represent exhibits other than livestock, i.e., photography, arts & crafts, etc.
  - V. One (1) member of the Eau Claire County Board of Supervisors, serving on the Extension Committee, to be appointed by the Extension Committee.
  - VI. Two (2) members who are employed by a business or a representative of a youth service agency or organization that provides services to youth such as the Boys & Girls Club, YMCA, Boy Scouts, Girl Scouts, etc.
  - VII. Two (2) members who are citizens at large and who have an interest in the fair.
  - VIII. One (1) member who is a member of the Friends of the Fair, other than the Fair Coordinator.
  - IX. One (1) member who is a member of the 4-H Leaders Association.
3. All Fair Committee meetings are open to the public, have time allotted for public input and agenda and minutes are posted at least, but not less than, 24-hours before the public meeting.
  4. Per Eau Claire County Code 2.04.450 the Extension Education Committee has oversight of its sub-committees.
- B. The committee shall be responsible to the county board for the departmental policy and oversight of the county extension department and its board authorized functions including:
    1. Eau Claire County Junior Fair Committee.
  - C. The committee shall exercise those powers and duties authorized under Wis. Stat. § 59.56(3). All agreements under Wis. Stat. § 59.56(3)(c) 2., shall be approved by the county administrator.

5. The Fair Committee is a sub-committee of the Extension Education Committee.
6. The Eau Claire County Fair is then overseen by Eau Claire County.
7. Friends of the Fair (FOF) is a not for profit 501(c)(3) corporation whose mission is to secure the resources needed to provide the financial stability that will assure the future of the Eau Claire County Fair as a family and youth focused community event. FOF receives and disperses funds to operate and support the Fair through donations, fees, and sponsorships.
8. Donations, fees, and sponsorships for the Fair are paid directly to FOF.
9. Premium dollars paid through the Wisconsin Department of Agriculture, Trade and Consumer Protection (hereinafter "DATCP") as well as administration of those dollars are the responsibility of the FOF. The FOF shall administer all payments for pre-fair and fair premium events, as dictated by the DATCP, which governs Wisconsin county fairs. The FOF shall be responsible for making the appropriate payments for judges, awards, operating supplies, extra help, and other expenses.
10. Attachment A (Eau Claire County Fair, Friends of the Fair, and Extension Roles/Responsibilities Approved 4/21/2021) indicates the roles and responsibilities of various parties and is attached to this "MOU" as a reference.

## **V. RESPONSIBILITIES FOR FAIR EXPENSES**

**A.** For service rendered under this contract, the Fair Committee shall approve all contracts associated with the fair prior to presenting to FOF. Once approved by the Fair Committee, FOF will be given the approved contract for release of payment. The FOF shall pay:

1. Rental of Exposition Center Facilities
2. Approved operating costs associated with the Fair.

**B.** Eau Claire County shall provide \$10,000 in funding to the FOF for the 2023 Eau Claire County Fair and thereafter. Eau Claire County agrees to continue financial commitments to the FOF for the Eau Claire County Fair in accordance with the term(s) set forth in the Exposition Center Lease and this MOU. Any change in structure, name, or operation, whether the Fair Committee continues as the overseeing sub-committee, or a Fair Board is created will not prevent Eau County from providing funding for the Eau Claire County Fair and the Exposition Central rental.

## **VI. NOTICES**

Notices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by registered or certified mail upon the "County" to: Eau Claire County Administrator, 721 Oxford Avenue, Suite 3520, Eau Claire, WI 54703 and upon the "FOF" to: Friends of Fair, President, P.O. Box 434, Augusta, WI 54722.

All parties are required to notify each other of any address change.

## **VII. MUTUAL INDEMNIFICATION**

The parties agree to fully indemnify and hold one another harmless from and against all claims, actions, judgements, costs, and expenses, arising of damages or injuries to third persons of their property, caused by the fault of negligence of the said party, its agents, or employees, in performance of this Agreement. The parties shall give to each other prompt and reasonable notice of any such claims or actions and the other party shall have the right to investigate, compromise and defend the same.

## **VIII. LIABILITY**

It is mutually agreed by the "County" and FOF that, as related to this Agreement, any loss or expense or resultant legal liability, involving personal injury or property damage, will be the responsibility of the party whose officer, employee or agent may have caused the loss or expense by his or her respective actions, acts, activities, or omissions which occurred or may occur in connection with this agreement.

## **IX. WAIVER OF BREACHES**

No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be a cumulative and in addition to any other remedies provided by law.

## **X. SEVERABILITY**

Should any article or any part of any article of this Agreement be rendered void, invalid or unenforceable by the court of law, for any reason, such a determination shall not render void, invalid or unenforceable any other article or part of any article in this Agreement.

**XI. JURISDICTION AND VENUE**

The laws of the State of Wisconsin shall govern this Contract and executed amendments thereto. Venue for all legal proceedings arising out of this Contract, or breach thereof, shall be exclusively in Eau Claire County Circuit Court, Eau Claire, WI.

**XII. SECTION HEADINGS**

The headings of the several sections and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.

**XIII. STATUTORY PROTECTIONS**

It is agreed by the parties that nothing in this Contract, including but not limited to indemnification and hold harmless clauses, shall in anyway constitute a waiver on the part of the "County" of any immunity, liability limitation or other protection available to the "County" under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the "County" shall apply unless the "County" elects otherwise.

**XIV. PUBLIC RECORDS LAW**

Both parties understand that the "County" is bound by the public records law, and as such, all terms of this agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.31 et seq. "FOF" acknowledges that it is obligated to assist the "County" in retaining and producing records that are subject to Wisconsin Public Records law, and that the failure to do so will constitute a material breach of this agreement, and that they "FOF" must defend and hold the "County" harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this agreement.

**XV. NON-ASSIGNMENT OF AGREEMENT**

The parties agree that there shall be no assignment of transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed it in writing.

**XVI. MODIFICATIONS TO AGREEMENT**

There shall be no modifications to this Agreement, except in writing, signed by all parties.

**XVII. INTEGRATION OF AGREEMENT**

The entire agreement of the parties is contained herein, and this Agreement supersedes all previous MOUs and agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between the "FOF" and the "County" relating to the subject matter of the MOU.

Said MOU shall be attached and incorporated into the Exposition Center Lease Agreement approved July 14, 2021, between the parties.

**XVIII. AUTHORITY TO ENTER INTO AGREEMENT**

By signing below, the parties affirm and acknowledge that they have read and understand this Agreement and its attachments, if any, consisting of four (6) typewritten pages; they have authority to enter into this Agreement on behalf of the entity, corporation, or County they are signing for; they are knowingly, freely, and voluntarily entering into this Agreement; and that they accept and agree to be bound by the terms and conditions of this Agreement and its attachments, if any, as outlined in this Agreement.

**EAU CLAIRE COUNTY BY:**

\_\_\_\_\_  
Kathryn Schauf, County Administrator (Date)

\_\_\_\_\_  
Meg Mueller, President of Friends of the Fair (Date)

\_\_\_\_\_  
Missy Christopherson, Chair of Extension Education Committee (Date)

\_\_\_\_\_  
Jenni Haan, Chair of the Fair Committee (Date)