

**AGREEMENT-MEMORANDUM OF UNDERSTANDING REGARDING OPERATION
AND CONDUCT OF THE LARAMIE COUNTY FAIR**

LARAMIE COUNTY FAIR BOARD and LARAMIE COUNTY

PURPOSE: The Wyoming Supreme Court, in a decision issued on 24, 2020 rendered void the decision from November, 2018 by the Laramie County Commissioners dissolving the Laramie County Fair Board. The Court further ruled that, "appointment of a board of trustees is the only way in which the commissioners can conduct a county fair," and, "the Legislature vested the authority to control maintain and manage the fairgrounds and to conduct agricultural, industrial and other fairs and exhibitions in the board of trustees."

Further, the Court held, "Commissioners are not required to appoint a board of trustees just as they are not required to acquire fairgrounds, construct and maintain recreational structures, or raise money or incur indebtedness for the fair," *Bd. of Trustees of Laramie Cty. v. Bd. of Cty. Commissioners of Laramie Cty.*, 2020 WY 41, ¶ 18 (Wyo. Mar. 24, 2020)

The purpose of this agreement and Memorandum of Understanding ('Agreement') is to carry forward the mutual intent of the parties to conduct and maintain the annual Laramie County Fair through the use of Laramie County facilities, grounds and personnel.

The parties, therefore, agree and acknowledge as follows:

1. The County Commissioners, pursuant to W.S. 18-9-101 et seq. have appointed members to the Board of Trustees of the Laramie County Fair.
2. At this time, though the Fair Board of Trustees has appointed, there has been no budgetary appropriation, delegation of tax revenue or other form of funding provided or designated for the operations and conduct of the Laramie County Fair Board.
3. The Laramie County Fair Board, does not and has not, owned, possessed or controlled grounds or facilities for the conduct of the Fair, as the Fair Board has previously and traditionally made use of such grounds and facilities owned by Laramie County pursuant to an agreement with the County.
4. The Laramie County Fair Board, at the present time, has no staff or personnel under its direction and control.
5. The Laramie County Fair Board, shall control, maintain and manage the annual Laramie County Fair, pursuant to, and in accord with the terms of this agreement through the use of Laramie County facilities, personnel and other Laramie County resources, as described herein and in the associated agreement for use of grounds and facilities.
6. The Laramie County Fair Board appoints as its designee, for the operation and conduct of the Laramie County Fair, the Laramie County Events Department Director ('Director') and the staff of this Laramie County agency, including but not limited to, the Laramie County Fair director.
7. The Laramie County Fair Board hereby delegates to the Laramie County Events Department Director and the Department's staff, the authority to maintain and manage any

grounds or facilities provided by agreement with Laramie County for the operation of the Fair.

8. Laramie County Fair Board further delegates to the aforementioned Director, such authority as is required to prepare for and conduct an annual Laramie County Fair.
9. The Laramie County Fair Board shall cooperate with and consult with the Director and staff of the Events Department in regard to the conduct of the annual Laramie County Fair.
10. The Laramie County Fair Board shall review, approve and appoint all Fair ambassadors.
11. Members of the Laramie County Fair Board, as they are available, shall be serve in capacities as needed in preparation for the Fair and during the Fair's operation for purposes as requested by the Director. This includes but is not limited to opening and closing events, awarding of premiums, prizes and ribbons.
12. The Laramie County Fair Board shall, in consultation with the Director and staff, annually approve and issue the "Laramie County Fair Book." which outlines and directs the organizational structure attendant to the operation of the annual fair, chronology of fair events and the rules and regulations attendant to events which fall under the sole purview of the Laramie County Fair.
13. Subject to, or as required by, any rules or regulations, provided in the annual Fair Book, the members of the Laramie County Fair Board as designated therein, may serve as needed to resolve and/or adjudicate disputes or conflicts arising under and in compliance with the rules and regulations in the Fair Book. The Fair Board may designate individuals or entities to perform any or all such resolution or adjudication functions but shall retain the ability to review and issue any final decision as required.
14. In consultation with the Director and staff, and as needed, the Laramie County Fair Board shall participate in and facilitate relationships between the Fair Board and Events Department and entities and institutions closely associated with the Fair, including, but not limited to, the Future Farmers of America, and 4-H. Any agreements required between such entities or institutions in regard to the use and operation of facilities or grounds shall be approved and executed by Laramie County.
15. The maintenance and management of the grounds and facilities owned by Laramie County and used for the conduct of the annual Fair, including but not limited to, costs associated with utilities, shall be provided and directed by Laramie County.
16. Any agreements with third parties for the use of facilities and grounds associated with the Fair, their maintenance and management, shall be executed between Laramie County and said third parties. Laramie County further retains all authority to determine requirements to be imposed for the use of these grounds and facilities, including, but not limited to, methods, manner and time of use and insurance and indemnity requirements to be included in agreements, both during and outside the time of the annual Fair.
17. Staff of the Laramie County Events Department including the Director, and any volunteers employed or accepted by the Department for use in the preparation, conduct and activities associated with the Fair shall be and remain employees or volunteers of Laramie County and subject to all Laramie County personnel rules and regulations and policies.

GENERAL TERMS:

1. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to the parties in executing this Agreement. This provision is not intended nor shall it be construed to waive the parties governmental immunity as provided in this Agreement.
2. Governmental/Sovereign Immunity: Laramie County and the Laramie County Fair Board do not waive their Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement. Further, the parties fully retain all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement. The Laramie County Fair Board waives its Governmental/Sovereign Immunity in regard to any action brought by Laramie County to enforce the terms of this Agreement and any agreement regarding use of Laramie County facilities and grounds.
3. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.
4. Limitation on Payment: Any financial or funding commitment implied or imposed by this Agreement is conditioned upon the availability of funds which are appropriated or allocated for this commitment. Any and all funds for the carrying forward of this Agreement are allocated within the budgetary process of the County, are not under the direction or control of the Laramie County Fair Board and are subject to the sole discretion of the Laramie County Board of Commissioners until appropriated to the Fair Board by Laramie County. If funds are not allocated and available for the continuance of this agreement or portions thereof, funds may be reduced or re-allocated and/or this Agreement may be terminated by Laramie County at the end of the period for which funds are available or allocated. Laramie County shall notify the Laramie County Fair Board at the earliest possible time in regard to any reduction, shortage or elimination of funds. No penalty shall accrue to Laramie County in the event this provision is exercised, and Laramie County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.
5. Severability: Should any section or provision of this Agreement be declared invalid or unconstitutional by any court of competent jurisdiction, the declaration shall not affect the

validity or operation of the Agreement as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

6. On remand in *Bd. of Trustees of Laramie Cty. v. Bd. of Cty. Commissioners of Laramie Cty.*, the District Court is charged with determining what tax funds from prior years, if any, are within the control of the Fair Board. The Fair Board and Laramie County acknowledge that amendment of this agreement may be necessary with respect to any final order entered therein.

LARAMIE COUNTY FAIR BOARD

By: _____

Chairman

Date 4-20-20

LARAMIE COUNTY, WYOMING

By: _____

Chairman, Laramie County Commissioners

Date 4/20/20

ATTEST:

By: _____

Debra Lee, Laramie County Clerk

Date 4-20-2020

APPROVED AS TO FORM ONLY:

Mark Voss, Laramie County Attorney

Date 4/15/20