

RESOLUTION 2020-201A
INTERLOCAL COOPERATIVE AGREEMENT
GRANT COUNTY FAIR BOARD AND BOARD OF COUNTY COMMISSIONERS OF GRANT COUNTY, OK

WHEREAS, the Interlocal Cooperative Act of Oklahoma Statutes Title 74 O.S. § 1001 et seq. enables counties entities to cooperate with each other to make the most efficient use of their powers and resources on a basis of mutual advantages; and

WHEREAS, the Board of County Commissioners of Grant County, Oklahoma referred to as "Grant BOCC" and the Grant County Fair Board referred to as "GC Fair Bd", do hereby entered into this agreement effective 25th day of January 2021, for the consideration to be paid as hereinafter set forth, and the mutual covenants contained herein, the parties do hereby agree as follows:

I. PURPOSE AND SCOPE

This Agreement is intended to provide for a part-time Fair Board Manager for the Grant County Fairgrounds.

II. POWERS AND RESPONSIBILITIES

A. The Grant County Fair Board agrees to hire a Grant County Fair Manager to manage the new fairgrounds building in Pond Creek, Oklahoma for the Grant County Fair Board. See Exhibit #1, Grant County Fair Manager job description, which is incorporated into this document by reference. The Grant County Fair Board will be responsible for hiring and supervising this position. The Grant County Fair Manager shall office out of the new fairgrounds building in Pond Creek, Oklahoma, and the Grant County Fair Board agrees to pay for all payroll costs incurred with hiring said Fair Manager.

B. The Grant County agrees to process any and all payroll costs associated with the Fair Manager position. Grant County shall provide administrative services for payment and proper recording and execution of records of Part-time Salaries for GC Fair Bd manager. Submitted payroll document(s) shall be properly executed by Fair Board Manager and approved by the Grant County Fair Board prior to submission to the Grant County Clerk's Office located at 112 E. Guthrie St., Room 102, Medford, OK 73759. All parties agree to follow all purchasing procedures as set forth by Oklahoma Statutes. Funds needed for the above stated purpose will be encumbered from Fair Improvement Fund 1309 for payment of Part-time Salaries for GC Fair Board Manager. All payroll and payroll deductions will be the responsibility of the Fair Board – Fair Improvement ST, and will be paid to the Grant County General Fund in accordance with purchasing procedures/guidelines established in the Grant County Clerk's Office. For tax reporting purposes, the Fair Manager will be considered an employee of Grant County but will be supervised by the Fair Board.

a. Grant County hereby establishes the Part-time Salaries sub-account within Fund 1309, Account number 1309-4-8048-1130, for processing payments associated with the Fair Manager position.


III. RIGHTS AND GENERAL PROVISIONS

- A. This Agreement shall become effective upon the date of last signature of the authorized officials of each party, as designated below, and shall remain in effect through June 30th of the fiscal year in which the Agreement is entered, unless terminated sooner by mutual consent of both parties, or by either party providing sixty (60) days advanced written notice to the other party.
- B. Either party may propose to modify this Agreement at any time. All proposed modifications shall be in writing and shall become effective only upon the written concurrence of both parties.
- C. Each party shall be responsible for any liability arising from its own conduct and retain immunity and all defenses available to them pursuant to state law. Neither party agrees to insure, defend or indemnify the other party.
- D. Each party shall cooperate with the other party in the investigation and resolution of administrative claims and/or litigation arising from conduct related to the provisions of this Agreement.
- E. In the event of a dispute between the parties, the parties shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.
- F. This Agreement is for the sole and exclusive benefit of the signatory parties, and shall not be construed to bestow any legal right or benefit upon any other persons or entities.

IN WITNESS WHEREOF, the undersigned, duly authorized officers have subscribed their names on behalf of Grant County Board of County Commissioners and the Grant County Fair Board.

Approved this 1st day of February 2021

BOARD OF COUNTY COMMISSIONER OF GRANT COUNTY, OK



MAX L. HESS, CHAIRMAN



STEVE STINSON, VICE-CHAIRMAN



CRAIG A FREDRICK, MEMBER

Approved this 27th day of January 2021

FAIR BOARD OF GRANT COUNTY, OK



CHAIRMAN



MEMBER

Document created by: ADA, Steven A. Young