

**MEMORANDUM OF UNDERSTANDING  
WEST PARKING LOT ACCESS**

**SECTION 5. INSURANCE AND INDEMNIFICATION**

- 5.1 The YMCA agrees to provide and maintain comprehensive general liability insurance coverage for the duration of this MOU.
- 5.2 The permittee does expressly agree to indemnify and hold the FAIRGROUNDS **AND** Tillamook County, its officers, agents, servants, and employees harmless from any and all claims, demands, loss, damages, injury, costs, attorneys' fees, expenses, causes of action, judgments, penalties, (contractual or otherwise) or liability of whatsoever nature and howsoever the same may be caused or may arise resulting directly or indirectly from the exercise of the Use Permit or the occupation of the premises herein permitted to be used or the premises of the Tillamook County Fairgrounds, to which the permittee, its agents, employees or lessees may have access by reason of this license.
- 5.3 The permittee shall provide evidence of appropriate insurance for the term of the agreement, protecting the legal liabilities of Tillamook County, the FAIRGROUNDS, their officers, agents, servants, and employees from occurrences as to bodily injury liability and property damage. The permittee must name **Tillamook County AND Tillamook County Fairgrounds as CERTIFICATE HOLDER AND ADDITIONALLY INSURED** and provide not less than \$2,000,000 of bodily injury coverage to any one claimant for claims arising out of one single accident or occurrence and not less than \$500,000 of property damage coverage to any one claimant for claims arising out of one single accident or occurrence. The Fairgrounds may require additional insurance depending on use of the facilities. A copy of insurance coverage **must** be presented to the Fair Office seven (7) working days **BEFORE** the scheduled event.
- 5.4 Any permanent improvements made by the YMCA or its agents to the designated areas shall become the property of the FAIRGROUNDS. The YMCA shall bear full financial responsibility for any costs associated with the construction and maintenance of the designated sports areas.

**SECTION 6. TERM AND TERMINATION**

- 6.1 This MOU shall be effective on this 18 day of December, 2023 and shall remain in effect for three (3) years from origination date.
- 6.2 Either party may terminate this MOU by providing 90 days written notice to the other party.
- 6.3 In the event of termination, the YMCA shall promptly remove any temporary installations, equipment, or modifications made in the designated area, restoring it to its original condition, unless otherwise noted in this agreement and agreed upon in writing by both parties.

**SECTION 7. AMENDMENTS**

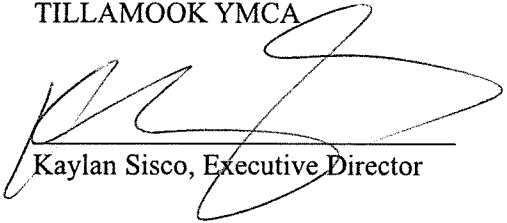
- 7.1 Any amendments to this MOU shall be agreed upon in writing by authorized representatives of both the FAIRGROUNDS and the YMCA.

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IN WITNESS WHEREOF, YMCA and FAIRGROUNDS have executed this MOU on the days noted below.

Dated this 18 day of December, 2023.

TILLAMOOK YMCA

  
\_\_\_\_\_  
Kaylan Sisco, Executive Director

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

THE BOARD OF COMMISSIONERS  
FOR TILLAMOOK COUNTY, OREGON

	Aye	Nay	Abstain/Absent
_____ Erin D. Skaar, Chair	___	___	___/___
_____ Mary Faith Bell, Vice-Chair	___	___	___/___
_____ David Yamamoto, Commissioner	___	___	___/___

ATTEST: Christy Biggs,  
County Clerk

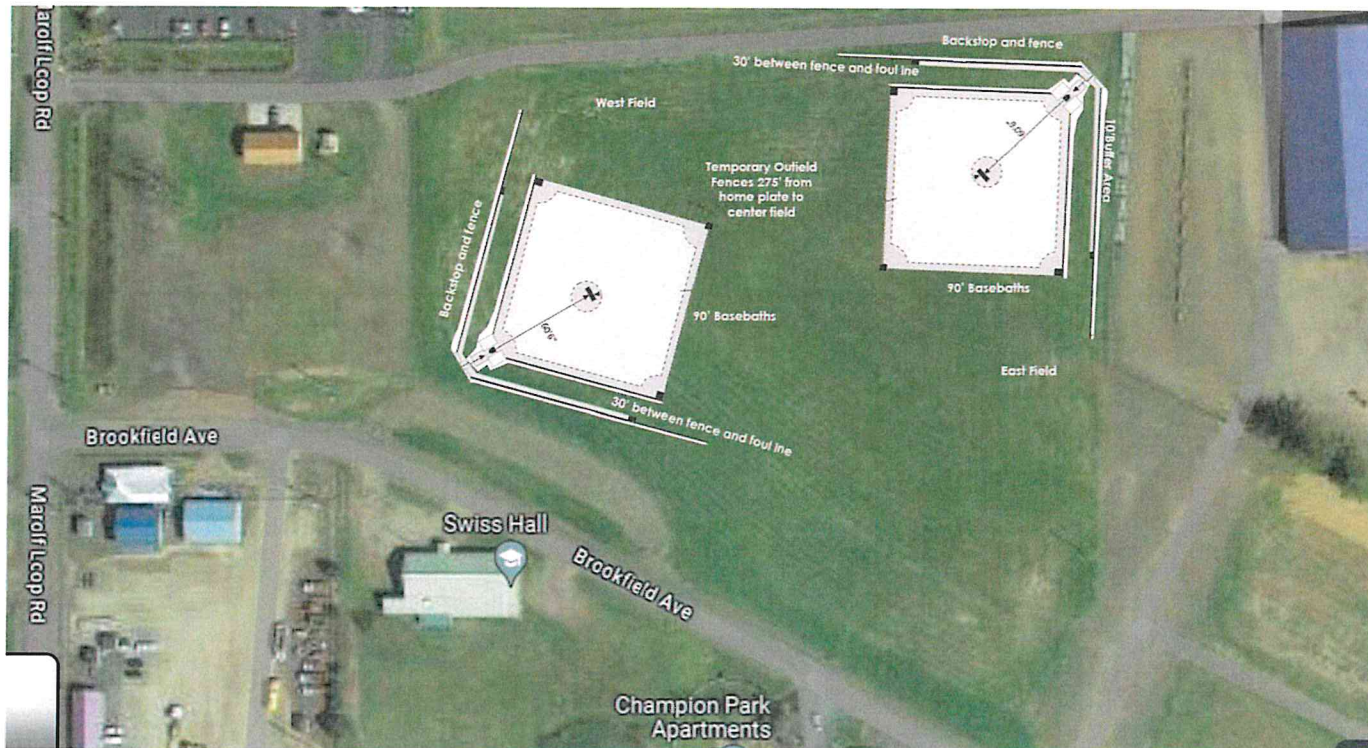
APPROVED AS TO FORM:

By: \_\_\_\_\_  
Special Deputy

\_\_\_\_\_  
William K. Sargent, County Counsel

MEMORANDUM OF UNDERSTANDING  
WEST PARKING LOT ACCESS

EXHIBIT A



## **MEMORANDUM OF UNDERSTANDING WEST PARKING LOT ACCESS**

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between **TILLAMOOK YMCA (YMCA)** and **TILLAMOOK COUNTY FAIR BOARD (FAIRGROUNDS)**.

### **SECTION 1. PURPOSE**

- 1.1 The purpose of this MOU is to establish a cooperative agreement between YMCA and the FAIRGROUNDS to facilitate the use of the west parking lot for sports-related activities while ensuring the safety and well-being of both organizations and their respective participants. The specific areas within the west parking lot that will be used by the YMCA for sports-related activities shall be approved by the FAIRGROUNDS. See Exhibit A

### **SECTION 2. ACCESS TO WEST PARKING LOT**

- 2.1 The FAIRGROUNDS agrees to grant the YMCA access to the west parking lot for sports-related activities during mutually agreed-upon dates and times, subject to the availability of the space.
- 2.2 The YMCA acknowledges that FAIRGROUNDS events and activities shall take priority over YMCA activities in the west parking lot. In the event of an overlapping schedule conflict, the FAIRGROUNDS agree to notify the YMCA within a minimum of 30 days' notice. The YMCA agrees to cooperate with the FAIRGROUNDS in finding an alternative arrangement or rescheduling the YMCA event, if feasible.

### **SECTION 3. DESIGN APPROVAL**

- 3.1 The YMCA shall submit detailed plans and designs for any modifications or installations required for the sports-related activities in the designated area. Such plans shall be submitted to the FAIRGROUNDS for approval, no less than 14 days prior to the commencement of any work.
- 3.2 The FAIRGROUNDS reserves the right to approve or reject any plans and designs based on feasibility, safety concerns, compatibility with existing infrastructure and strategic master plan.

### **SECTION 4. MAINTENANCE AND BUFFER AREA**

- 4.1 The YMCA shall be responsible for the regular maintenance and upkeep of the areas used for sports-related activities, including the designated 10' safety buffer area.
- 4.2 The YMCA shall provide portable restrooms for the duration of the season to accommodate the participants and visitors attending the sports related activities.
- 4.3 The YMCA shall be solely responsible for the maintenance and cleanliness of the provided portable restrooms. This includes regular cleaning, restocking of supplies and addressing any necessary repairs of issues promptly.
- 4.4 The YMCA agrees to keep the designated areas clean and free of debris and garbage resulting from the sports-related activities. The YMCA shall implement appropriate waste management practices, including providing and maintaining garbage bins or containers and ensuring proper disposal of all waste generated by the YMCA and its participants.