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DIVISION 1

PROCEDURAL RULES

622-001-0000

Notice of Proposed Rule

Prior to the adoption, amendment, or repeal of any rule, except temporary rules adopted under ORS 183.335(5), the Oregon State Fair and Exposition Center shall give notice of the proposed adoption, amendment, or repeal:

(1) In the Secretary of State's Bulletin referred to in ORS 183.360 at least fifteen days prior to the effective date;

(2) By mailing a copy of the notice to persons on the Administrator's mailing list established pursuant to ORS 183.335(7);

(3) By mailing a copy of the notice to the following persons, organizations, or publications:

(a) Western Fairs Association;

(b) Oregon Fairs Association;

(c) Amusement Business;

(d) UPI, AP;

(e) Statesman-Journal;

(f) The Oregonian;

(g) Capitol Press;

- (h) Oregon Administrative Law News;
- (i) Department of Agriculture;
- (j) Agri-Business Council of Oregon;
- (k) Oregon State Grange;
- (1) Oregon Farm Bureau Federation: and
- (m) Oregon State Fair Commission.
- Stat. Auth.: ORS 183 & ORS 565.060
- Stats. Implemented: ORS 565.080
- Hist.: 2FC 88, f. & ef. 12-23-76; FEC 1-1991, f. & cert. ef. 5-15-91

622-001-0005

Model Rules of Procedure

The Oregon State Fair and Exposition Center hereby adopts the Attorney General's Model Rules of Procedure under the Administrative Procedures Act effective September 1995.

[ED. NOTE: The full text of the Attorney General's Model Rules of Procedure is available from the agency.]

- Stat. Auth.: ORS 565.060
- Stats. Implemented: ORS 183

Hist.: 2FC 59, f. 1-27-72, ef. 2-15-72; 2FC 70, f. 11-21-73, ef. 12-11-73; 2FC 88, f. & ef. 12-23-76; 2FC 3-1978, f. & ef. 3-8-78; 2FC 3-1981, f. & ef. 11-25-81; FEC 1-1991, f. & cert. ef. 5-15-91; FEC 1-1996, f. & cert. ef. 8-22-96

622-001-0010

Model Public Contracting Rules

The Oregon State Fair and Exposition Center hereby adopts the Attorney General's Model Public Contract Rules Manual dated August 1990.

[Publications: Publications referenced in this rule are available from the agency.] Stat. Auth.: ORS 565.060 Stats. Implemented: ORS 565.080

Hist.: FEC 2-1993, f. & cert. ef. 7-22-93

DIVISION 10

PREMIUM LISTS

622-010-0000

Premium List and Rules

(1) The Oregon State Fair and Exposition Center (OSFEC) offers the opportunity during each annual State Fair for individuals

to participate in certain activities and enter certain competitions. These activities and competitions are described in an annual publication called the "Premium Book" for each Department and collectively called "Premium Books". The Premium Books list the rules, procedures, conditions, provisions, information, and fees for participation in these certain activities and competitions.

(2) "Department(s)" are various sections of activity that are divided by subject area. Departments include but are not limited to the subject areas listed below. OSFEC may add or delete Departments as necessary to reflect the interests of its participants.

(a) Agriculture, Horticulture, Floriculture;

(b) All Oregon Art Annual and Calligraphy Exhibit;

(c) International Exhibition of Photography;

(d) 4-H;

(e) FFA;

(f) Home Economics/Hobby Show, Special Contests;

(g) Horse Show;

(h) Livestock — Beef and Dairy Cattle;
(i) Livestock — Goats, Sheep, Llamas and Swine

(j) Poultry, Pigeons, Rabbits and Cavies;

(k) Oregon Salon of Photography;

(1) Amateur Beer;

(m) Professional Wine;

(n) Amateur Wine

(3) "OSFEC" is an acronym for Oregon State Fair and Exposition Center.

(4) "State Fair" is the State Fair event held annually at Oregon State Fairgrounds in Salem, Oregon.

(5) "Entry Fee" is the fee that participants pay to participate in certain Department activities and/or competitions.

Stat. Auth.: ORS 565.060

Stats. Implemented: ORS 565.080

Hist.: 2FC 1-1979, f. & ef. 8-16-79; 2FC 1-1980, f. & ef. 7-16-80; 2FC 2-1981, f. & ef. 8-17-81; 2FC 1-1982, f. & ef. 8-2-82; 2FC 1-1983, f. & ef. 8-15-83; 2FC 1-1984, f. & ef. 8-16-84; FEC 1-1985, f. & ef. 7-16-85; FEC 2-1986, f. & ef. 8-19-86; FEC 1-1987, f. & ef. 8-14-87; FEC 4-1988(Temp), f. 8-22-88, cert. ef. 8-20-88; FEC 2-1989, f. 8-3-89, cert. ef. 8-4-89; FEC 1-1990, f. & cert. ef. 8-20-90; FEC 4-1991, f. & cert. ef. 8-27-91; FEC 2-1992, f. & cert. ef. 7-17-92; FEC 2-1993, f. & cert. ef. 7-22-93; FEC 1-1995, f. & cert. ef. 8-10-95; FEC 2-1996, f. & cert. ef. 8-22-96; FEC 3-1997, f. & cert. ef. 6-25-97

622-010-0006

Procedures for Obtaining Premium Books

(1) Parties interested in participating in Department activities and/or competitions may contact the administrative office of the Oregon State Fair & Exposition Center at 2330-17th Street NE, Salem OR 97310, PH: (503) 378-3247, FAX: (503) 373-1788, in person or by phone, mail, or fax to make an inquiry.

(2) Prior to the commencement of each annual State Fair, OSFEC shall make Premium Books available to the previous year's participants and any others who have indicated an interest, including those that OSFEC may invite to participate.

(3) Participants shall follow the instructions in the Premium Books in order to enter a particular activity or competition.

Stat. Auth.: ORS 565.060 Stat. Implemented: ORS 565.080

Hist.: FEC 3-1997, f. & cert. ef. 6-25-97

622-010-0011

Entry Fees

(1) Entry Fees for participation in some Department activities and/or competitions shall be established in the Premium Book for each particular Department and shall be based on the following factors

(a) Comparison with fees charged at similar fairs and/or other events.

(b) Operational costs including but not limited to utilities, labor, facilities, equipment, and administration.

(2) Entry Fees published in the Premium Books cover most ordinary situations involving participation in State Fair Departments. OSFEC shall have authority to establish fees that are not specifically listed in the Premium Book.

(3) Entry fees shall be deposited in the Oregon State Fair & Exposition Center Account established in ORS 565.107.

Stat. Auth.: ORS 565.060 Stat. Implemented: ORS 565.080 Hist.: FEC 3-1997, f. & cert. ef. 6-25-97

DIVISION 20

BUILDINGS, FACILITIES, AND EQUIPMENT RENTAL COSTS

622-020-0001

Definitions

(1) "Permittees" - Individuals, groups or organizations entering into a written permit with the Oregon State Fair and Exposition Center for use of buildings, facilities, services and/or equipment rental costs

(2) "OSFEC" - An acronym for Oregon State Fair and Exposition Center.

(3) "Director" — The Director of the Oregon State Fair and Exposition Center as appointed under ORS 565.015(2).

(4) "Schedule of Rates and Fees" - An annual publication listing rental rates and charges for buildings, facilities, services and/or equipment rented from the OSFEC by a permittee.

Stat. Auth.: ORS 565.060 Stats. Implemented: ORS 565.080

Hist.: FEC 2-1997, f. 2-28-97, cert. ef. 3-3-97

Policies

622-020-0140 Facilities Available for Rent and Schedule of Rates and Fees

(1) Certain facilities located on the OSFEC grounds are available for rent by permittees throughout the calendar year, other than during the days of the annual Oregon State Fair. Permittees also have the option of renting accessory equipment owned and maintained by the Oregon State Fair and Exposition Center to augment an event in these facilities.

(2) Parties interested in use of OSFEC facilities may contact the administrative office of the Oregon State Fair & Exposition Center at 2330 17th Street NE, Salem OR 97310, PH: (503) 378-3247 in person or by phone, mail, or fax to make an inquiry. OSFEC provides information about facilities and dates available, rental rates, and terms and conditions of use by telephone and/or in writing. If an agreement is reached for use of a facility, OSFEC issues a permit which is signed by the party. The permit stipulates the facilities being used, type of use, date of use, cost for use, and amount of non-refundable deposit. Permit may include an attachment which stipulates the policies and required procedures for use of a facility. After use has occurred, party is invoiced for any remaining balance.

(3) OSFEC offers the use of facilities, buildings, services, and/or equipment to interested parties based on the following factors:

(a) Reoccurring annual events, which shall have first right of refusal;

(b) Availability of facilities to meet the needs of the party;

(c) Ability to generate revenues for OSFEC;

(d) Agreement, and ability, to fulfill the requirements established by OSFEC for use of facilities.

(4) OSFEC may deny use of facilities, buildings, services, and/or equipment to interested parties based on the following factors:

(a) Nature of event is not compatible with facilities available,

(b) Party has been unable to demonstrate adequate financial capability to pay, or has a history of failure to pay, required fees and charges;

(c) Party has demonstrated inability to adhere to rules stipulated in permit:

(d) A particular use may have a negative financial or other impact on another use or on OSFEC.

(5) Fees and charges for facilities, buildings, services, and/or equipment rental shall be charged according to the OSFEC's current Schedule of Rates and Fees. The first Schedule of Rates and Fees shall be published within one month of adoption of this rule and shall be effective July 1, 1997. After that, the Schedule of Rates and Fees shall be published each July to be effective July 1 of the following

year. The Schedule of Rates and Fees shall be mailed to all persons and organizations on the OSFEC administrative rules mailing list, to all permittees for the previous year, and to all interested persons requesting the information.

(6) Rates published in the Schedule of Rates and Fees shall be established based on the following factors:

(a) Comparison with similar facilities, events, and/or rental companies;

(b) Operational costs for utilities, labor, and facilities and grounds upkeep;

(c) Costs for equipment;

(d) Potential event gross revenue (pertains only to events that are primarily concerts and/or concert/dances).

(7) The Director may waive or vary, in whole or in part, the rates and fees established on the Schedule of Rates and Fees when it is determined that:

(a) Marketing opportunities exist to encourage use and increase revenues;

(b) Time frame for use varies from that specified on Schedule of Rates and Fees;

(c) Rate change would attract business when otherwise there would be none.

(8) Rates and fees published in the Schedule of Rates and Fees cover most ordinary situations involving use of buildings, facilities, services, and/or equipment. The Director shall have authority to establish rates and fees, at any time, for buildings, facilities, services, activities and/or equipment that are not specifically listed in the annual Schedule of Rates and Fees.

Stat. Auth.: ORS 565.060

Stats. Implemented: ORS 565.080

Hist.: 2FC 2-1983, f. & ef. 11-22-83; FEC 3-1986, f. & ef. 12-18-86; FEC 1-1989, f. & cert. ef. 1-18-89; FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91; FEC 4-1992, f. & cert. ef. 12-17-92; FEC 2-1997, f. 2-28-97, cert. ef. 3-3-97

622-020-0141

Payment

(1) New Permittees will be required to make deposit not to exceed 50% of permit fee upon signing the permit. Balance of permit fee is due no later than three working days prior to event movein. Additional charges incurred during event must be paid within thirty (30) days from date of billing after conclusion of event. A fee of 1-1/2% per month, or portion thereof, may be assessed for late payments.

(2) Established Permittees may receive an alternative payment schedule.

Stat. Auth.: ORS 565.060

Stats. Implemented: ORS 565.080

Hist.: 2FC 2-1983, f. & ef. 11-22-83; FEC 1-1989, f. & cert. ef. 1-18-89; FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91; FEC 4-1992, f. & cert. ef. 12-17-92; FEC 2-1997, f. 2-28-97, cert. ef. 3-3-97

622-020-0142

Insurance

A Certificate of Insurance must be provided prior to each event. Permittee will be provided with detailed insurance requirements.

Stat. Auth.: ORS 565.060

Stats. Implemented: ORS 565.080

Hist.: 2FC 2-1983, f. & ef. 11-22-83; FEC 2-1997, f. 2-28-97, cert. ef. 3-3-97

622-020-0143

Fire Marshal Regulations

All Fire Marshal Regulations must be adhered to. Permittee will be provided with copies of applicable regulations upon request. Stat. Auth.: ORS 565.060

Stat. Auth.: ORS 565.060 Stats. Implemented: ORS 565.080

Hist.: 2FC 2-1983, f. & ef. 11-22-83; FEC 2-1997, f. 2-28-97, cert. ef. 3-3-97

622-020-0144

Food Concessions

All food and beverage concession items provided for sale to the general public must be sold by Fair's food concession contractor. Contractor does not charge Permittee for this service, nor does Permittee receive revenue from food and beverage sales. Events that are food-oriented may provide own food sales but shall pay a concession fee according to the Schedule of Rates and Fees for such priv-

ilege. Events requesting this exemption shall be required to put such proposal in writing which shall be evaluated by State Fair Director. State Fair Director's decision shall be final. Evaluation shall be based on whether or not food is an integral part of event, type of food proposed (must be different from that served by Fair's concession contractor) and Fair's concession contractor's ability to provide same service.

Stat. Auth.: ORS 565.060

Stats. Implemented: ORS 565.080 Hist.: 2FC 2-1983, f. & ef. 11-22-83; FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91;

FEC 4-1992, f. & cert. ef. 12-17-92; FEC 2-1997, f. 2-28-97, cert. ef. 3-3-97

622-020-0145

Catered Events

All permittees must use the primary food and/or alcohol caterer designated and licensed by OSFEC. All labor and equipment required specifically for a catered event will be charged to permittee at established rates.

Stat. Auth.: ORS 565.060

Stats. Implemented: ORS 565.080

Hist.: 2FC 2-1983, f. & ef. 11-22-83; FEC 4-1992, f. & cert. ef. 12-17-92; FEC 2-1997, f. 2-28-97, cert. ef. 3-3-97

622-020-0147

Security

Permittee will be required to hire a specified number of security personnel from Fair's approved security contractor(s) at the contractor's established rate.

Stat. Auth.: ORS 565.060 Stats. Implemented: ORS 565.080

Hist: 2FC 2-1983, f. & ef. 11-22-83; FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91; FEC 4-1992, f. & cert. ef. 12-17-92; FEC 2-1997, f. 2-28-97, cert. ef. 3-3-97

622-020-0148

Parking

For certain events held at the Oregon State Fairgrounds or Salem Armory Auditorium, a daily parking fee may be assessed as stated in the Schedule of Rates and Fees.

Stat. Auth.: ORS 565.060

Stats. Implemented: ORS 565.080 Hist.: FEC 1-1989, f. & cert. ef. 1-18-89; FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91; FEC 2-1997, f. 2-28-97, cert. ef. 3-3-97

622-020-0149

Submission of Event Set-Up Requirements

Permittee is required to submit floor plans, equipment orders, electrical orders, and any other instructions to State Fair Set-Up Staff in writing no later than ten (10) working days prior to event movein, and any changes to above instructions must be provided in writing no later than five (5) days prior to event move-in. Failure to do so may result in penalty fees. If changes must be made after set-up has already been completed, Permittee may be billed for labor according to the Schedule of Rates and Fees.

Stat. Auth.: ORS 565.060 Stats. Implemented: ORS 565.080

Hist.: FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91; FEC 2-1997, f. 2-28-97, cert. ef. 3-3-97

622-020-0151

Long-Term Contracts

Permittees may secure event dates for multiple years, not to exceed five years, by signing letter of intent for such and paying a deposit as described in the Schedule of Rates and Fees for each event. Such deposit may be forfeited should cancellation of an event occur. Stat. Auth.: ORS 565.060

Stats. Implemented: ORS 565.080

Hist.: FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91; FEC 2-1997, f. 2-28-97, cert. ef. 3-3-97

622-020-0153

Protests

(1) Any protest of OSFEC actions regarding Chapter 622 Division 20 must be in writing, delivered in person or by certified mail to the OSFEC Events Manager within ten (10) business days of occurrence of protested action, and must make specific citation to the law, rule, regulation, or practice upon which the appeal is based.

Events Manager will respond, in writing, within ten (10) business days of receipt of protest.

(2) If satisfaction is not achieved then written protest may be delivered in person or by certified mail to the OSFEC Director of Operations within ten (10) business days of receipt of response from Events Manager, and must make specific citation to the law, rule, regulation, or practice upon which the appeal is based. Director of Operations will respond, in writing, within ten (10) business days of receipt of protest.

(3) If satisfaction is not achieved then written protest may be delivered in person or by certified mail to the OSFEC Director within ten (10) business days of receipt of response from Director of Operations, and must make specific citation to the law, rule, regulation, or practice upon which the appeal is based. Director will respond, in writing, within ten (10) business days of receipt of protest. The decision of the Director shall be final.

Stat. Auth.: ORS 565.060 Stats. Implemented: ORS 565.080 Hist.: FEC 2-1997, f. 2-28-97, cert. ef. 3-3-97

DIVISION 30

ADVERTISING, CANVASSING, OR SOLICITING

622-030-0005

Advertising, Canvassing, or Soliciting - Fairtime

(1) No advertising, canvassing, or soliciting, and no dissemination of written materials is permitted within the fenced-in portions of the Oregon State Fair and Exposition Center property, and the air space above, except by persons exhibiting as lessees under exhibit space agreements signed by the Oregon State Fair and Exposition Center.

(2) No person or group shall use the properties of the Oregon State Fair and Exposition Center to advertise products, goods, or services of a commercial nature, or solicit funds without the expressed written consent of the Oregon State Fair and Exposition Center. Canvassing, or soliciting, and dissemination of written materials of a non-commercial nature is permitted on the Fair parking lot and on other property of the Oregon State Fair outside the fenced-in portions of the Oregon State Fairgrounds. Such activities must be conducted in accordance with the following conditions:

(a) Parking lot entrances, exits, and travel lanes must not be obstructed. Interference with traffic flow and with the duties of traffic attendants is prohibited;

(b) The use of land vehicles is prohibited, except that non-commercial advertisements securely attached to the body of the land vehicle are permitted. Use of air vehicles is prohibited. Use of land vehicles as platforms or other temporary or permanent structures or platforms is prohibited;

(c) A person conducting such activity shall not place pamphlets, leaflets, or other material in or on vehicles. Such activity must be conducted with pedestrians only, after vehicles have been parked and exited;

(d) Loudspeakers and other sound devices are prohibited;

(e) Activity causing a crowd to gather is prohibited if pedestrian or vehicular traffic is obstructed or impeded;

(f) Activity conducted within twenty feet of an admission gate or ticket booth is prohibited;

(g) Active obstruction of a Fair employee, contractor, subcontractor, agent, or visitor's line of travel or active detention of a Fair employee, contractor, subcontractor, agent, or visitor against his will is prohibited;

(h) Abusive language and actual or threatened physical harm directed against a Fair employee, contractor, subcontractor, agent, or visitor is prohibited.

(3) Any person or group canvassing, soliciting or disseminating materials covered by this administrative rule must fill out a registration form and submit it along with a copy of each item to be distributed, petition to be signed, or any other materials to be used to the Oregon State Fair and Exposition Center, 2330 17th Street N.E., Salem, OR 97310, at least 24 hours prior to such canvassing, solic-

iting or dissemination of material. Materials not submitted at least 24 hours in advance shall not be used.

(4) Any person or group who places, or allows the placement of pamphlets, leaflets, or other material in or on vehicles or advertises or solicits funds without the expressed written consent of the Oregon State Fair and Exposition Center, will be subject to a \$100 fine for each occurrence.

Stat. Auth.: ORS 565.060

Stats. Implemented: ORS 565.080

Hist.: 2FC 86(Temp), f. & ef. 8-31-76; 2FC 87(Temp), f. & ef. 9-2-76 thru 12-30-76; 2FC 89, f. & ef. 4-22-77; 2FC 4-1978, f. & ef. 7-18-78; FEC 3-1989, f. 8-3-89, cert. ef. 8-4-89; FEC 5-1992, f. & cert. ef. 12-17-92; FEC 2-1993, f. & cert. ef. 7-22-93

622-030-0010

Advertising, Canvassing, or Soliciting – Non-Fairtime

(1) No advertising, canvassing or soliciting, and no dissemination of written material is permitted on the property of the Oregon State Fair and Exposition Center, except in areas under the control, and rented by, a permittee(s). All such activity must be approved by the Permittee(s) and confined to the areas within and/or adjacent to the facilities under the permittee control. These areas include, but are not limited to, exhibit halls, barns, entrances, walkways, and areas adjacent to such areas.

(2) Persons or groups are not prohibited from advertising, canvassing or soliciting on public sidewalks located on 17th Street, Silverton Road, Evergreen Avenue, or Sunnyview Avenue, however, their activities may be restricted by city ordinance if such activities disturb the public peace, impede pedestrian or vehicular traffic, or create a public disturbance.

(3) Persons or groups are not prohibited from renting space in available facilities, outside the control of other permittee(s), for the purpose of advertising, canvassing, or soliciting. Available facilities do not include public parking lots used or available for use during other activities or events.

Stat. Auth.: ORS 565.060 Stats. Implemented: ORS 565.080 Hist.: FEC 5-1992, f. & cert. ef. 12-17-92

DIVISION 45

COMMERCIAL EXHIBIT SPACE

622-045-0000

Definitions (1) The Oregon State Fair and Exposition Center offers the privilege of occupying certain locations on the Oregon State Fairgrounds during each annual State Fair for the purpose of sales and/or displays of goods and services or the dissemination of information under certain conditions and for certain fees. Such locations are called "Paid

Exhibit Space." (2) Individuals, organizations, companies, or associations occupying such locations are called "Commercial Exhibitors" or "Exhibitors".

(3) "OSFEC" is an acronym for Oregon State Fair and Exposition Center.

(4) "Director" is the Director of the Oregon State Fair and Exposition Center as appointed under ORS 565.015(2).

(5) "State Fair" is the State Fair event held annually at Oregon State Fairgrounds in Salem, Oregon.

(6) "Handbook" is the publication created annually which lists the rules, conditions, provisions, information, and fees for occupation of Paid Exhibit Space.

(7) "Exhibit Areas" are various areas or zones on the fairgrounds that are characterized by the type of Exhibitors occupying paid exhibit space there. Such exhibit areas include but are not limited to Commercial Exhibit Areas, Artisan's Village, and Oregon Country.

Stat. Auth.: ORS 565.060

Stats. Implemented: ORS 565.080

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91; FEC 1-1997, f. & cert. ef. 2-10-97

622-045-0005

Procedures for Obtaining Paid Exhibit Space

(1) Parties interested in the use of paid exhibit space may contact the administrative office of the Oregon State Fair & Exposition Center at 2330-17th Street NE, Salem OR 97310, PH: (503) 378-3247 in person or by phone, mail, or fax to make an inquiry.

(2) Procedures for obtaining exhibit space in a particular exhibit area along with fees, conditions, rules, and other information about exhibiting in that area shall be specified in the Handbook for each exhibit area.

(3) Prior to the commencement of each annual State Fair, OSFEC shall make the Handbook available to exhibitors from the previous year and any others who have indicated an interest, including those that OSFEC may invite to participate.

(4) OSFEC shall select exhibitors for participation in each annual State Fair, and the locations where such exhibits may be presented, based on the factors listed below. Exhibitors may be denied exhibit space based on the lack of one or more of these factors.

(a) Number of years exhibitor has participated in past State Fairs;

(b) Quality, uniqueness, and appeal of product, service, or information to be promoted;

(c) Timeliness of application submission;

(d) Compatibility of exhibit with other exhibits;

(e) Appropriateness of exhibit for State Fair audience;

(f) Ability to provide adequate customer service;

(g) References from other similar venues;

(h) Layout options and space availability;

(i) Balance of product with others being offered;

(j) For returning applicants, a satisfactory history of exhibiting at State Fair.

(5) OSFEC's acceptance of an exhibitor and assignment of specific space location will be evidenced by presentation to exhibitor of a License to do Business, which shall pertain to the period stipulated on the license and shall not give exhibitor any rights nor create the expectation or assurance that the license or privileges granted therein shall be extended for any other period. Such license shall be effective upon signature of exhibitor and OSFEC.

Stat. Auth.: ORS 565.060

Stats. Implemented: ORS 565.080

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91; FEC 1-1992, f. 4-21-92, cert. ef. 4-22-92; FEC 1-1997, f. & cert. ef. 2-10-97

622-045-0010

Exhibit Space Fees

(1) Fees for the use of exhibit space and costs for associated services such as but not limited to electricity, admission, and parking shall be established in the Handbook for each particular exhibit area and shall be based on the following factors:

 (a) Comparison with fees charged at similar fairs and/or other events;

(b) Operational costs for utilities, labor, facilities, equipment, and administration.

(2) The Director may waive or vary, in whole or in part, the rates and fees established in the Handbook when it is determined that:

(a) Marketing opportunities exist to encourage use;

(b) Time frame for use varies from that specified in Handbook;(c) Configuration of space layout varies from that specified in Handbook;

(d) Rate change would attract business when otherwise there would be none.

(3) Fees, conditions, rules, and other information about exhibiting in a particular exhibit area published in the Handbook cover most ordinary situations involving exhibit space at the State Fair. The Director shall have authority to establish fees, conditions, rules, and other information about exhibiting in a particular exhibit area that are not specifically listed in the Handbook.

Stat. Auth.: ORS 565.060

Stats. Implemented: ORS 565.080

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91; FEC 1-1992, f. 4-21-92, cert. ef. 4-22-92; FEC 1-1993, f. 3-25-93, cert. ef. 3-26-93; FEC 1-1997, f. & cert. ef. 2-10-97

622-045-0015

Compliance Procedures

During the annual State Fair, in the event an exhibitor refuses to comply with fees, conditions, rules, or other information as outlined in the Handbook or License to do Business, OSFEC will take the following action:

(1) Upon first observance of exhibitor noncompliance, OSFEC staff will talk with exhibitor on an informal basis to inform exhibitor of infraction and request compliance.

(2) If exhibitor noncompliance reoccurs, OSFEC will issue to exhibitor written notice of noncompliance, stipulating that exhibitor comply within a specified period of time.

(3) If exhibitor fails to comply with first written notice within the specified period of time, OSFEC will issue a second written notice of noncompliance, stipulating that exhibitor attend a meeting with OSFEC on a specified date and time. Failure of exhibitor to attend meeting will result in exhibit space being revoked, and exhibitor will be required to remove booth furnishings immediately, or OSFEC will remove furnishings and store them at a fee of \$100 per day or portion thereof.

(4) If exhibitor continues noncompliance, or fails to comply with agreements reached during above meeting within the specified period of time, exhibit space will be revoked and exhibitor will be required to remove booth furnishings immediately, or OSFEC will remove furnishings and store them at a fee of \$100 per day or portion thereof.

(5) Due to the annual State Fair occurring during a specified timeframe, time is of the essence with regard to these proceedings. "Specified period of time" as referred to in 622-045-0015 may be measured in hours or days.

Stat. Auth.: ORS 565.060

Stats. Implemented: ORS 565.080

Hist.: FEC 1-1997, f. & cert. ef. 2-10-97

622-045-0019

Protest Procedures

(1) Any protest of OSFEC actions regarding chapter 622 division 045 must be in writing, delivered in person or by certified mail to the OSFEC Events Manager within three (3) business days of occurrence, and must make specific citation to the law, rule, regulation, or practice upon which the appeal is based. Events Manager will respond, in writing, within two (2) business days of receipt of protest.

(2) If satisfaction is not achieved then written protest may be delivered in person or by certified mail to the OSFEC Director of Operations within three (3) business days of receipt of response from Events Manager, and must make specific citation to the law, rule, regulation, or practice upon which the appeal is based. Director of Operations will respond, in writing, within two (2) business days of receipt of protest.

(3) If satisfaction is not achieved then written protest may be delivered in person or by certified mail to the OSFEC Director within three (3) business days of receipt of response from Director of Operations, and must make specific citation to the law, rule, regulation, or practice upon which the appeal is based. Director will respond, in writing, within two (2) business days of receipt of protest. The decision of the Director shall be final.

(4) If protest occurs during the operation of the annual State Fair, or within one week prior to commencement of annual State Fair, time is of the essence. In that instance, written protests received within three (3) calendar days of occurrence will go directly to the OSFEC Director, who will respond within two (2) calendar days of receipt of protest. The decision of the Director shall be final.

Stat. Auth.: ORS 565.060 Stats. Implemented: ORS 565.080 Hist.: FEC 1-1997, f. & cert. ef. 2-10-97

DIVISION 50

DEFINITIONS, POLICY, AND PROCEDURES FOR PERSONAL SERVICE CONTRACTS AND CONTRACTS FOR SERVICES

622-050-0000

Purpose and Statutory Authority

(1) Purpose. These rules prescribe definitions, policy and procedures for the Oregon State Fair and Exposition Center to follow and

adhere to in securing work to be performed by independent contractors.

(2) Statutory Authority. These rules are authorized by ORS 565.060.

Stat. Auth.: ORS 565 Stats. Implemented: ORS 565.080 Hist.: FEC 1-1988, f. & cert. ef. 3-29-88

622-050-0010

Introduction

The Oregon State Fair and Exposition Center occasionally enters into personal service contracts and contracts for services to accomplish all or part of a project. This document sets forth definitions, policy and procedures to be followed and adhered to by the Oregon State Fair and Exposition Center for the selection of independent contractors for such contracts.

Stat. Auth.: ORS 565

Stats. Implemented: ORS 565.080

Hist.: FEC 1-1988, f. & cert. ef. 3-29-88

622-050-0020

Basic Policy

(1) This procedure will be used in all cases except when the Director determines that an emergency exists which requires immediate action. Action taken as a result of an emergency will be subject to later confirmation.

(2) The Oregon State Fair and Exposition Center may contract with independent contractors to perform services when the specialized skills, knowledge, and resources are not available within the Center; when the work cannot be done in a reasonable time with the Center's own personnel; when an independent and impartial evaluation of a situation is required by an independent contractor with recognized professional expertise and stature in a specific field; or when it will be less expensive to contract for the work. Such contracts will be let only after approval by the Director.

(3) Contracts for the services of an independent contractor who is a member of the Public Employes' Retirement System and who is employed in another State Agency will normally be in the form of an interagency agreement. Exceptions may be granted by the Director when it is shown that such an agreement is impractical and that the work will be done strictly on the independent contractor's own time. Such exceptions will be processed as a regular contract.

(4) Except as provided in section (5) of this rule, the Director of the Oregon State Fair and Exposition Center shall not award a Contract For Services, as defined herein, in excess of \$1,000, without the prior approval of the Oregon State Fair Commission. If a Contract For Services requires an expenditure of \$10,000 or more, expenditure approval required by ORS 565.030(2)(b) shall be considered granted when the Contract is approved by the Oregon State Fair Commission.

(5) The Oregon State Fair Commission has delegated to the Director the authority to award certain types of Contracts For Services in excess of \$1,000 and/or authorize the payment of certain types of expenditures in excess of \$10,000, without the specific prior approval of the Oregon State Fair Commission provided:

(a) The Oregon State Fair Commission expressly delegates such authority to the Director at a regularly scheduled Commission Meeting; and

(b) The Director reports to the Oregon State Fair Commission at the next regularly scheduled Commission Meeting, those Contracts For Services in excess of \$1,000 and/or expenditures in excess of \$10,000 which were awarded or authorized by the Director, under such delegated authority, since the last regularly scheduled Commission Meeting.

Stat. Auth.: ORS 565

Stats. Implemented: ORS 565.080 Hist.: FEC 1-1988, f. & cert. ef. 3-29-88; FEC 2-1988, f. & cert. ef. 6-16-88

622-050-0030

Definitions

(1) "Director" means the Director of the Oregon State Fair and Exposition Center.

(2) "Center" means the Oregon State Fair and Exposition Center.

(3) "Oregon State Fair Commission" means the Oregon State Fair Commission as defined in ORS 565.020.

(4) "Program Manager" means manager of a program, department or division within the Oregon State Fair and Exposition Center.

(5) "Independent Contractor" means an individual or firm that has been found qualified to do specified types of work for the Oregon State Fair and Exposition Center and with whom the Oregon State Fair and Exposition Center may contract.

(6) "Contract for Services" means a contract that calls primarily for a contractor's time and effort rather than for an end product. A Contract for Services does not include contracts for the purchase, lease, rental, manufacture, construction, or sale of personal property, public improvements or any tangible product. A contract that calls for a contractor's time and effort and includes provisions for materials, supplies and/or equipment will be considered a Contract for Services if the labor portion of the contract is considered to represent more than 50 percent of the total contract, will be secured by the competitive bidding process required by ORS Chapter 279. Contracts for Services include personal service contracts.

(a) The following are Contracts for Services:

(A) Contracts for janitorial services;

(B) Contracts for security services;

(C) Contracts for advertising placement.

(b) The following are not Contracts for Services:

(A) Contracts for food concessions;

(B) Contracts for equipment repair and overhaul.

(C) Contracts for insurance;

(D) Contracts for services provided by another State Agency or local department of government as mandated or required by ORS, OAR or local ordinance, e.g., audit services performed by Secretary of State, legal advice rendered by Attorney General, purchasing assistance rendered by Department of General Services, payroll and accounting services provided by the Executive Department.

(E) Sponsor agreements;

(F) Interim lease agreements;

(G) Telecommunications services agreements;

(H) Utility services, e.g., garbage, electricity, water, sewer, natural gas, etc.;

(I) Rental of personal property, e.g. tractors, office equipment, tents, canopies, or decorations;

(J) Totalizator services;

(K) Construction or capital improvement contracts.

EXAMPLES

-1- The Center wishes to award a contract to provide matron services during interim events. The contractor is to provide matrons (employes) to clean restrooms, wash windows, vacuum floors, refill restroom dispensers, remove trash from garbage receptacles, etc. In addition to providing matrons, the contractor is to provide cleaning supplies, uniforms, brooms, mops, equipment (vacuum cleaner, rug shampooers, buffer, two-way radios, etc.). The contractor will invoice the Center monthly on an hourly basis for each matron. Estimated charges depend upon scheduled interim events, but should range between \$750 and \$2,000 monthly. The contract will be for 12-months at an annual cost of approximately \$18,000. Although the contract includes provisions for materials, supplies and equipment, this contract would be considered a "Contract For Services" since the contract calls primarily for the contractor's time and effort and the labor portion of the contract can be estimated to represent more than 50% of the total contract value. Approval by the Oregon State Fair Commission is required prior to the Center awarding the Contract.

-2- The Center wishes to award a contract to replace seven (7) heating units on Columbia hall at an estimated cost of \$20,000. A portion of the Contract requires the contractor to provide labor to reconnect the new units to an existing power supply and to remove the old units from the roof of the building and transport them to a predesignated location on the fairgrounds. The labor portion of the contract to reconnect the new units and to remove the old units from the roof is estimated to be approximately \$1,250. Although the labor portion of the contract exceeds \$1,000, this is not to be considered a "Contract For Services" since the Center is predominately purchasing personal property. Approval by the Oregon State Fair Commission is not required prior to the Center awarding the contract. (**NOTE:** Approval by the Oregon State Fair Commission is required prior to the Center authorizing an expenditure in excess of \$10,000). -3- The Center wishes to award a contract to fertilize approximately three acres of lawn area at an estimated cost of \$1,250. The contractor is to supply all labor, materials (fertilizer), and equipment (tractor and spreader). The labor portion of the contract is estimated to be equal to or greater than the materials and equipment portion of the contract. Since the labor portion of the contract equals or exceeds the materials and equipment portion of the contract for Services" and requires Oregon State Fair Commission approval prior to the Center awarding the contract.

-4- The Center wishes to award a contract to rent various canopies, tents and ground decorations at an estimated cost of \$50,000.The Contractor is to supply all labor, materials and equipment to install and remove the canopies, tents and ground decorations. The labor portion of the contract is estimated at \$10,000. Although the labor portion of the contract exceeds \$1,000, this is not a "Contract For Services" since the Center is predominately renting personal property. Approval by the Oregon State Fair Commission is not required prior to the Center awarding the contract. NOTE: Approval by the Oregon State Fair Commission is required prior to the Center awarding the contract.

(7) "Personal Services Contract" means a contract for services performed by an independent contractor in a professional capacity, including but not limited to the services of an accountant; attorney; architect; land use planning consultant; physician; veterinarian; registered engineer; appraiser; judge; show official; surveyor; aircraft pilot; photographer; data processing consultant; broadcaster; or similar contracts requiring the services of an independent contractor in a professional capacity. Personal Services Contracts may require the approval of the Budget and Management Division, Executive Department or the Purchasing Division, Department of General Services.

(a) The following are Personal Service Contracts:

(A) Contracts for services as an artist in the commercial, performing or fine arts area, including but not limited to, persons identified as photographers, film makers, painters, sculptors, performers, graphic designers, or art directors;

(B) Contracts for services of a specialized, creative and research-oriented, noncommercial nature;

(C) Contracts for services as a consultant;

(D) Contracts for educational and human custodial care services.

(b) The following are not Personal Service Contracts:

(A) Contracts, even though in a professional capacity, if predominately for a product, e.g., a contract with a landscape architect to design a garden is for personal services, but a contract to design a garden and supply all the shrubs and trees is predominately for a tangible product;

(B) A service contract to supply labor which is of a type that can generally be done by any competent worker, e.g., janitorial, security guard, crop spraying, laundry and landscape maintenance;

(C) Contracts for trade-related activities considered to be labor and materials contracts;

(D) Contracts for services of a trade-related activity, even though a specific license is required to engage in the activity. Examples are repair and/or maintenance of all types of equipment or structures.

(8) "Requests for Proposal" means the solicitation of competitive proposals, or offers, to be used as a basis for making an acquisition, or entering into a contract when specification and price will not necessarily be the predominant award criteria.

Stat. Auth.: ORS 565

Stats. Implemented: ORS 565.080

Hist.: FEC 1-1988, f. & cert. ef. 3-29-88

622-050-0040

General

A file will be maintained for each Personal Services Contract or for Personal Services Contracts of a similar nature by program, division or department. The file shall contain a complete record of the actions involved in developing and administering the contract or contracts including the following:

(1) Statement of justification for the contracts;

(1) Written justification for negotiation in lieu of competitive procurements when negotiation is used for personal service contracts in excess of \$2,500 per agreement per fiscal year;

(3) Methodology/rationale by which rates are established for contracts in excess of \$2,500 per agreement per fiscal year may include the following:

(a) A copy of the request for proposal;

(b) List of prospective contractors who were requested to submit proposals;

(c) Method used to advertise/notify other possible prospective contractors;

(d) A copy of each proposal;

(e) Method of evaluating proposals;

(f) Record of negotiations and results;

(g) How the contractor was selected including the basis for awarding the contract;

(h) Resulting contract, if awarded.

(4) All contracts of \$2,500 per agreement or less should include:(a) The names of firms or individuals and cost estimates/quotations considered;

(b) The basis for selection of the contractor;

(c) How reasonableness of price was determined.

Stat. Auth.: ORS 565

Stats. Implemented: ORS 565.080

Hist.: FEC 1-1988, f. & cert. ef. 3-29-88

622-050-0050

Personal Service Contracts

The following procedures and responsibilities shall be adhered to for Personal Service Contracts:

(1) Program Manager determines that work on a project requires the services of an independent contractor, in that specialized skills, knowledge, or resources are not available within the Center; that the work cannot be done in a reasonable time with the Center's own personnel; that an independent and impartial evaluation of a situation is required by a contractor with recognized professional expertise or stature in a specific field; that it will be less expensive to contract for the work; and that the services are those defined in OAR 622-050-0030(7).

(2) Program Manager discusses proposed contract and/or work to be performed with Director, if appropriate.

(3) Program Manager determines type of selection and screening procedures, prepares and advertises request for proposals, screens proposals, evaluates proposals and selects contractor.

(4) Program Manager completes Statement of Selection and Justification Form (See Exhibit 1.)

(5) Program Manager drafts contract in accordance with procedures adopted and approved by the Budget and Management Division, Executive Department.

(6) If contract totals \$25,000 or more, Program Manager forwards draft of proposed contract to Attorney General for review of legal sufficiency unless contract form has previously been approved by Attorney General.

(7) Program Manager obtains contractor's signature on contract.

(8) Program Manager obtains Director's signature on contract.

(9) Program Manager forwards a minimum of three sets of the contract, a copy of the Statement of Selection and Justification Form, and a copy of the contract file referenced in OAR 622-050-0040 to the Center's Business Manager.

(10) If contract exceeds \$1,000, Business Manager submits contract to Oregon State Fair Commission for approval.

(11) Business Manager forwards a minimum of three sets of the fully signed contract, one copy of the Statement of Selection and Justification Form, and copy of Computer Input Form (See Exhibit 2) to the Budget and Management Division, Department of Administrative Services.

(12) When contracts are returned by the Executive Department, Business Manager forwards one fully signed copy to the Program Manager which initiated the contract.

(13) Program Manager forwards fully signed copy to contractor.

[ED NOTE: Exhibits referenced are available from the agency.] Stat. Auth.: ORS 565 Stats. Implemented: ORS 565.080 Hist.: FEC 1-1988, f. & cert. ef. 3-29-88

622-050-0060

Contracts for Services

The following procedures and responsibilities will be adhered to for Contract for Services:

(1) Program Manager determines that the work on a particular project requires the services of an independent contractor in that specialized skills, knowledge, or resources are not available within the Center; that the work cannot be done in a reasonable time with the Center's own personnel; that an independent and impartial evaluation of a situation is required by a contractor with recognized expertise or stature in a specific field: or that it will be less expensive to contract for the work; and the services are those defined in OAR 622-050-0030(6).

(2) Program Manager discusses proposed contract or work to be performed with Director, if appropriate.

(3) Program Manager follows procurement procedures adopted and approved by the Purchasing Division, Department of General Services.

(4) Program Manager forwards proposed contract to Center's Business Manager.

(5) If contract exceeds \$1,000, Business Manager submits contract to Oregon State Fair Commission for approval.

(6) Business Manager awards contract by issuing Purchase Order or Contract Release Order.

Stat. Auth.: ORS 565 Stats. Implemented: ORS 565.080 Hist.: FEC 1-1988, f. & cert. ef. 3-29-88

DIVISION 55

BEHAVIOR ON FAIRGROUNDS

622-055-0005

Behavior on Fairgrounds

(1) No person or group shall bring upon or cause to bring upon the fairgrounds bicycles, skate boards, roller blades, unauthorized vehicles, weapons, unauthorized animals, controlled substances, alcoholic beverages, glass containers or any other object or objects without the expressed written consent of the Director or his/her designee, or which in the opinion of the Director or his/her designee, may affect the safety and well-being of persons attending events at the fairgrounds.

(2) No person or group shall participate in loud, rude and/or unreasonable behavior; disturb the public peace; obstruct the use and enjoyment of any facility, area or event; act in a disorderly manner; or participate in any behavior or activity which in the opinion of the Director or his/her designee may affect the safety and well-being of persons attending events at the fairgrounds.

(3) Any person or group violating the above-referenced rules is subject to immediate removal from the fairgrounds.

Stat. Auth.: ORS 565.060

Stats. Implemented: ORS 565.080

Hist.: FEC 3-1992(Temp), f. 8-26-92, cert. ef. 8-27-92; FEC 6-1992, f. & cert. ef. 12-17-92

DIVISION 65

GENERAL FEES

622-065-0001 **Returned Checks**

The Oregon State Fair may assess a fee of \$15 for each personal or business check returned by our bank. The fee may be assessed in addition to any legal remedies the Oregon State Fair may pursue to effect collection of the returned items.

Stat. Auth.: ORS 565.060

Stats. Implemented: ORS 565.080 Hist.: FEC 1-1991, f. & cert. ef. 5-15-91

622-065-0002

VISA/MasterCard Returns

The Oregon State Fair may assess a fee of \$15 for each VISA or MasterCard charge returned by our bank. The fee may be assessed in addition to any legal remedies the Oregon State Fair may pursue to effect collection of the returned items.

Stat. Auth.: ORS 565.060 Stats. Implemented: ORS 565.080 Hist .: FEC 1-1991, f. & cert. ef. 5-15-91

622-065-0003

Late Payments

The Oregon State Fair may assess a fee of 1.5% per month or portion thereof on any unpaid balances due the agency if not paid within 30 days of billing. The fee may be assessed in addition to any legal remedies the Oregon State Fair may pursue to effect collection of the late payments.

Stat. Auth.: ORS 565.060 Stats. Implemented: ORS 565.080 Hist.: FEC 1-1991, f. & cert. ef. 5-15-91

622-065-0004

Illegal Parking

(1) The Oregon State Fair has a responsibility to provide access to and from its facilities for users and emergency vehicles. Vehicles in no-parking zones; blocking exits, entrances, other vehicles, and fire zones; improperly parked; or parked in any manner that endangers the safety of people or property may be ticketed, towed, or impounded.

(2) Vehicles towed will be moved to another area of the Oregon State Fairgrounds. A fee of up to \$100 may be assessed to cover all charges associated with the tow.

(3) Vehicles impounded in place may be assessed a fee of up to \$25 to have the impound device removed.

(4) Vehicles ticketed may be assessed a fee of up to \$5 for the first offense, \$10 for the second offense, and \$25 for additional offenses in any twelve-month period.

(5) Vehicles with three or more parking offenses may be barred from the Oregon State Fairgrounds and the owner charged with trespassing.

(6) The fees may be assessed in addition to any legal remedies the Oregon State Fair may pursue to effect collection of the fees.

Stat. Auth.: ORS 565.060 Stats. Implemented: ORS 565.080 Hist.: FEC 1-1991, f. & cert. ef. 5-15-91

622-065-0010

Photocopying Charges

The Oregon State Fair may provide photocopies of Agency's public records for a copying fee of \$0.15 per single sided letter-sized copy or \$0.25 per double-sided copy. Legal size copies are \$0.20 and \$0.30, respectively. Ledger-sized copies (11" x 14") are \$0.50, single sided only, per page.

Stat. Auth.: ORS 565.060 Stats. Implemented: ORS 565.080 Hist.: FEC 1-1991, f. & cert. ef. 5-15-91

622-065-0011

Facsimile Machine Usage

The Oregon State Fair may make its facsimile machine available for public usage at rates not to exceed the following:

(1) To Send: \$3 for the first page, \$1 per page thereafter.

(2) To Receive: \$1 per page.

Stat. Auth.: ORS 565.060

Stats. Implemented: ORS 565.080 Hist.: FEC 1-1991, f. & cert. ef. 5-15-91; FEC 2-1993, f. & cert. ef. 7-22-93

622-065-0012

Vehicle Access Fee

The Oregon State Fair may assess fees of up to \$50 per vehicle for individuals or firms who are not exhibitors who require access