

**Washington County
And
Washington County Fair Board
Memorandum of Understanding (MOU)**

Parties: Washington County, acting by and through its Board of Commissioners (“County”).

Washington County Fair Board, appointed by the Board of Commissioners (“Fair Board”).

Definitions: “Board of Commissioners” means the duly elected governing body of Washington County.

“County Fair” means the annual Washington County Fair (including Horse Fair) event, inclusive of the time set for the public use and reasonable time for set up and tear down, unless stated otherwise.

“Fairgrounds” or “Fair Complex” means the ground and all other property owned, leased, used or controlled by Washington County located at 873 NE 34th Avenue, Hillsboro, Oregon.

Purpose: To clarify the understanding between the parties regarding: 1) the annual County Fair event, 2) the management of certain Fairgrounds property both when it is and is not devoted to the use and production of the County Fair, 3) the protocols between the parties, and 4) provide some protection from liability for the County for personnel and contractual matters related to Fair Board and its members’ activities.

- Recitals:
- A. The County’s powers are exercised by and through the Board of Commissioners, per the County’s Charter, statute, County ordinances, adopted County policies and state statutes.
 - B. The Board of Commissioners exercises some of its powers through delegations of authority and responsibility to various appointed boards, officers, and employees of the County.
 - C. Regarding the County Fair, the Fair Board is also empowered by state statute. It is desirable and in the best interests of all to clarify, by this MOU, the protocols that are to govern the management of the Fairgrounds and the production of the County Fair.
 - D. The primary function of the Fair Board is to oversee the planning, preparation and production of the County Fair. The Board of

Commissioners should provide adequate staff assistance to the Fair Board to discharge this responsibility.

- E. During the period of the County Fair, the Fair Board will have the use and control of the Fairgrounds or such part of it as is needed for the County Fair purposes.
- F. During the rest of the year, the management of the Fairgrounds will be the responsibility of Washington County via a Fairgrounds Manager, who will provide for day-to-day oversight pursuant to the direction of the Assistant County Administrator, in accordance with County policies and procedures and subject to the ultimate decision making authority of the Board of Commissioners.

Understanding: Now Therefore, the parties agree to the following provisions, relationships, protocols and matters set forth below:

- 1. Fair Board: The Board of Commissioners will appoint up to a seven person Fair Board. One County Commissioner may serve as a member of the Fair Board in lieu of appointing a lay citizen, with the concurrence of a majority of the Board of Commissioners.
 - a. Each member must be a resident of the County.
 - b. The Board of Commissioners will appoint a Fair Board that generally represents the following interests:
 - i. Agriculture
 - ii. Livestock
 - iii. Youth/Education
 - iv. Exhibitors/Vendors
 - v. Urban Agriculture (e.g. Farmer's Market)
 - vi. Other Interests as determined by the Board of Commissioners
 - c. Fair Board members generally serve terms of three years. Terms begin upon appointment, and will end on December 31 of the designated year. Fair Board members may serve no more than two consecutive complete terms, unless otherwise approved by the Board of Commissioners.
 - d. At the conclusion of a term, a Fair Board member will "hold over" and continue in that position until one of the following: 1) the Board of Commissioners reappoints that member to another term, 2) the Board of Commissioners appoints another person to that position; or 3) the member chooses to not continue and so notifies the Board of Commissioners.
 - e. In the event of a vacancy before expiration of the appointed term, the Board of Commissioners may appoint to fill the balance of the term, or choose to leave the position vacant. If the appointment is made, the service to fill out that partial term

shall not prevent reappointment for two complete terms at the Board of Commissioner's discretion. In deciding whether or not to fill a vacancy, the Board of Commissioners shall consider: the amount of time left in the term, the current composition of the Fair Board, the business pending before the Fair Board and such other factors as the Board of Commissioners deems relevant.

- f. Pursuant to ORS 565.210(3), each member of the Fair Board is required to furnish a good and sufficient bond or irrevocable letter of credit in favor of the County, conditional upon faithful performance of the duties of the office. The County will secure the bonds with charges to be assessed as appropriate to the Fair Fund.
 - g. Fair Board members may be removed by the Board of Commissioners for inefficiency, neglect of duty, misconduct in office, incompetence, incompatibility, dereliction of duty, breach of any of the agreements in this MOU, or for other good cause as good cause may be defined by county ordinance. Procedures to remove a member from office shall be conducted in accordance with state statute. The County is not liable for decisions or activities of the Fair Board, or any of its members, that are outside the scope of their duties, or constitute malfeasance in office or willful or wanton neglect of duty.
2. Officers: Annually, the Fair Board shall elect a President and Vice-President. Each will perform the duties normally associated with those offices. One officer will be designated as liaison to the Board of Commissioners.
 3. Secretary: The Fair Board will annually select a secretary, who may be a member of the Fair Board or the Fair Board may utilize the Fairgrounds Manager or designee, as the secretary. The County will secure the secretary's bond with charges to be assessed as appropriate to the Fair Fund. The secretary will be the official custodian of the Fair Board records and will perform the duties normally associated with that office, plus such other duties as assigned by the Fair Board.
 4. Procedures:
 - a. The Fair Board may establish the procedures it deems best in order to discharge its responsibilities subject to the terms of this MOU and to applicable laws, such as Oregon's public records and meeting laws, and government standards and practices law. Copies of the Fair Board's meeting notices and minutes will be provided to the County Administrative Office.

- b. The Fair Board shall comply with all applicable state laws and County policies, procedures in terms of contracts, personnel, budget and fiscal management.
- c. The Fair Board shall award all public purchasing contracts, permits and licenses related solely to the County Fair, and has authority to cancel or terminate such contracts as provided in the contract or by law. The Fair Board agrees to follow the County's purchasing rules and procedures. In accordance with these rules, the County Board of Commissioners will serve as the contract agency and local contract review board for the Fair Board, and the County's contract review process and competitive exemption rules also apply to the Fair Board. The Fairgrounds Manager (or designee) will manage contracts, permits and licenses.
- d. The Fair Board is prohibited from soliciting, negotiating, awarding or executing any contracts, permits, licenses or other documents that, in any manner, may impact the County's authority over the Fairgrounds outside the County Fair, without approval of the County Administrative Office. The Fairgrounds Manager (or designee) shall review contracts, permits, licenses, and other documents prior to award and execution to ensure compliance with this provision. In the event of impact on the County's authority outside the County Fair, the County Administrative Office has authority to require document modifications or conditions to the approval, including that the County execute the contract and that it manage matters outside the County Fair.
- e. To the extent possible and practicable, the Fair Board shall require third party contractors to defend, and indemnify the Fair Board, its members, Washington County, its Commissioners, officers, agents and employees and provide additional insured coverage for the same on the contractor's liability insurance, in addition to any other standard County contract provisions.
- f. In the event it was necessary for the County to execute contracts, permits, or licenses prior to the first meeting of the current Fair Board, if there are any in the name of the "Fair Board" which cover matters solely outside the County Fair, the parties agree that Washington County assumes full responsibility and management of those contracts, permits and licenses.
- g. In the event it was necessary for the County to execute contracts, permits or licenses prior to the first meeting of the current Fair Board, if there are any in the name of the "Fair Board" which cover matters both related and unrelated to the County Fair, the parties agree that the name of the contracting

party will be the County, but by this MOU, the Fair Board is solely responsible for management and liability to the extent it concerns County Fair matters. The parties will cooperate in resolving an equitable accounting in such contracts.

5. Use of Certain Fairgrounds Property for County Fair: The County agrees to devote the Fairgrounds to the exclusive management of the Fair Board during the time for the County Fair. Any actual use of property not expressly devoted for the use of the County Fair in accordance with this provision does not constitute devotion by implication. Access to Fairground property and facilities will be provided to the Fair Board and other related interests during interim fairground operations. Access during such periods will be guided by County policy and procedures.
6. County Fair: The Fair Board is responsible to ensure that a suitable County Fair is planned, prepared and produced each year. To discharge this responsibility, the Fair Board has and may exercise all related powers including:
 - a. Making rules and regulations for the conduct and management of the County Fair (ORS 565.240).
 - b. Providing security during the County Fair, including, if necessary, the appointment or approval of marshals or police (ORS 565.240).
 - c. Setting the dates for the County Fair.
 - d. In exercising the above powers, the Fair Board shall give priority to: 1) the personal safety and security of members of the public who attend, as well as those who work and participate in the Fair, and 2) the security and preservation of the property being used at the Fairgrounds. The Fair Board shall maintain and keep the Fairgrounds in good condition during the County Fair, normal wear and tear excluded, and shall not contract for public works or capital improvements without prior written approval of the County.
 - e. The Fair Board shall ensure that the County Fair business is conducted in compliance with all applicable statutes and policies and protocols. The County Board of Commissioners, Fair Board, County Administrative Office, Chief Finance Officer, and Fairgrounds Manager agree to consult and collaborate to assure the Fair Board is able to achieve compliance.
 - f. Annually, the Fair Board will develop or update short and long-term plans for the planning, preparation, development, promotion and production of the County Fair. Copies of the business plan and updates will be furnished to the County Board liaison and the County Administrative Office liaison,

and will be reviewed during the joint meeting between the Board of Commissioners and the Fair Board.

7. Authority and Management of Fairgrounds Outside of County Fair:
The County will manage the use of the Fairgrounds at times other than during the County Fair. The County's responsibility is to maximize the use of the Fairgrounds to the fullest extent possible for the pleasure, recreation, education and benefit of the public outside the County Fair and to maintain and preserve the Fairgrounds. As deemed appropriate by the Fair Board, it may make reasonable proposals to the County on ways to more fully utilize the Fairgrounds and to meet both the County's and Fair Board's interests. The Fair Board will not exercise authority over the Fairgrounds at times other than the County Fair without the express approval of the County.
8. Fairgrounds Manager/Personnel/Volunteers: The County agrees to provide adequate administrative assistance to the Fair Board to discharge its responsibility to provide the County Fair, including providing meeting space and access to the Fairgrounds as appropriate for Fair Board business, both during the County Fair and otherwise.
 - a. The County will employ a Fairgrounds Manager whose duties include 1) providing support to the Fair Board in planning, preparing and producing the County Fair; and 2) providing oversight and coordination of the Fairgrounds outside the period set aside for the County Fair. The Fairgrounds Manager reports to and is supervised by the Assistant County Administrator (or designee). In relation to the planning, preparation and production of the County Fair, the Fairgrounds Manager will receive direction from the Fair Board. The Fairgrounds Manager will supervise assigned County staff and volunteers. The Fairgrounds Manager will be evaluated annually by the Assistant County Administrator or designee following consultation with the Fair Board.
 - b. In the event of a vacancy of the Fairgrounds Manager position, the Assistant County Administrator will consult with the Fair Board on the position description for the Fairgrounds Manager, and will solicit advice and recommendation of the Fair Board with respect to the selection of the Fairgrounds Manager.
9. Structure/Organization/Liaison:
 - a. Initially, the Fairgrounds Manager will report to the Assistant County Administrator; however, during the first year, the County Administrative Office will evaluate the appropriate placement of the function within the County organization. In doing so, the County Administrative Office will seek input from the Fair Board.

- b. The Assistant County Administrator and the Fairgrounds Manager will ensure communication, exchange of information, access to County support services and other such coordination with the Board of Commissioners, Fair Board and County departments as is useful or necessary.
 - c. The Fair Board shall designate one of its members to be a liaison with the Board of Commissioners. The Assistant County Administrator or designee will serve as the County's liaison with the Fair Board. Liaisons shall keep their respective board members and each other apprised of all significant activities, events, or issues that may arise, in particular, any which would likely impact the other Board. When major actions or projects are contemplated which affect the County or the County Fair, the liaisons shall bring it to the attention of the County Chairperson and the Fair Board President for the purpose of scheduling a joint meeting to discuss and consult regarding the proposed action or project.
10. Business Plan(s): The Fairgrounds Manager will assist the Fair Board to develop a suitable business plan for the production of the County Fair. Additionally, the Fairgrounds Manager will assist the County to develop a suitable business plan for the year-round management of the Fairgrounds. The Fair Board and the Board of Commissioners will review the business plans annually at their joint meeting.
11. Facilities Maintenance Plan: The Fairgrounds Manager and County Facilities Manager, with input from the Fair Board, will develop an annual Facilities Maintenance Plan for Fairground buildings and structures. The plan will identify and prioritize maintenance related projects.
12. Fairgrounds Master Plan and Capital Projects Plan: The Board of Commissioners may create a Fairgrounds Development Advisory Committee to provide advice and counsel on the Fairgrounds Master Plan, Fairgrounds Capital Projects Plan and other major site related initiatives. The Fair Board President (or designee) will represent the Fair Board on the Committee.
13. Budget and Fiscal
- a. The Fairgrounds Manager and other assigned staff will provide the fiscal oversight, accountability and reporting for the County regarding the Fairgrounds and will provide the same oversight, accountability and reporting for the Fair Board and County regarding the County Fair. The Fair Board and the County shall ensure that the Fairgrounds and the County Fair are operated in compliance with all applicable state and county

laws, ordinances, rules, policies and procedures relating to budget and fiscal management.

- b. The parties, including Fairgrounds Manager, Assistant County Administrator, Chief Finance Officer and County Counsel will collaborate to maintain the Fair Fund within the budget that satisfies ORS 565.325 and applicable county budget and fiscal policies.

14. County and Fair Board Liability: It is a mutual objective of the Board of Commissioners and the Fair Board to implement such fiscal, budget, legal and management policies, procedures and practices to limit the exposure and liability of the County, the Board of Commissioners and the Fair Board.

- a. Subject to section 1.f. above, the County will arrange for insurance or self insurance to cover decisions or activities of the Fair Board and its members that are within the scope of their duties, and that do not constitute malfeasance in office or willful or wanton neglect of duty. The County will determine the coverage and limits that are reasonable based on the risks. Coverage amounts will be no less than the limits of the Oregon Tort Claims Act. Insurance, if purchased, for the Fair Board and its members constitutes an expense of the County Fair and will be expensed from the Fair Fund.
- b. The County will secure the bond coverage described above in Sections 1 and 3.
- c. The Fair Board may consult with the County Risk Manager as it deems advisable to ensure that these objectives are met with respect to the County Fair.
- d. The County will secure or provide insurance as it deems reasonable for its risks related to the Fairgrounds, including for services provided to the Fair Board relating to the County Fair covered by this MOU.
- e. The Office of County Counsel will provide legal representation to the Fair Board.

15. Annual and Other Joint Meetings:

- a. At least annually at a reasonable time after completion of the County Fair, the Board of Commissioners and Fair Board will hold a joint meeting, the purpose of which will be to review the reports described below and to discuss topics of mutual concern. At or prior to the meeting, the Board of Commissioners will be presented with the following:
 - i. The annual report furnished to the County Fair Commission (ORS 565.442).
 - ii. The most recent annual County Fair audit pursuant to ORS 565.443.

- iii. A summary of any significant operational issues or unresolved matters that have arisen since the last joint meeting.
 - iv. An evaluation of the County's administrative support and recommendations for improvement.
 - v. The current business plan.
 - vi. Information describing current and anticipated events, past, current and projected financial condition and such additional information as determined by the Fair Board or requested by the Board of Commissioners.
 - vii. An overview of the work and deliberations of the Fairgrounds Development Advisory Committee.
 - viii. The current Facilities Maintenance Plan.
- b. The Board of Commissioners and the Fair Board may schedule and hold additional joint meetings as mutually determined to be needed or desired. Scheduling of additional joint meetings is subject to the reasonable availability of the members of both boards.

16. Amendments: This MOU may be amended from time to time as needed, by mutual written consent of both parties.

Dated this _____ day of _____, 2010.

Washington County

Washington County Fair Board

Date: _____

Date: _____