

**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 all property owned, leased, used or controlled by Washington County located south of Cornell Road, north of the MAX Blue Line tracks, east of 28th Avenue and west of Brookwood Parkway in 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

- 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 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 County Administrator, or designee following consultation with the Fair Board.
- b. In the event of a vacancy of the Fairgrounds Manager position, the County Administrator, or designee 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. The Fairgrounds Manager will report to the County Administrator or designee; the County Administrative Office will evaluate the appropriate placement of the function within the County organization as needed. In doing so, the County Administrative Office will seek input from the Fair Board.
- b. The County Administrator, or designee 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 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. Strategic Plan: The Fairgrounds Manager will assist the Fair Board to develop a suitable strategic plan for the County Fair. The Fair Board and the Board of Commissioners will review the strategic plan annually at their joint meeting.

11. Facilities Maintenance Plan: The Fairgrounds Manager and the County Administrator, or designee, 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, County Administrator, or designee, 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, 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. Feedback regarding the County's administrative support and recommendations for improvement, and discussion of any operational issues
 - ii. The current strategic plan.
 - iii. Information describing financial condition and such additional information as determined by the Fair Board or requested by the Board of Commissioners.
 - iv. An overview of the work and deliberations of the Fairgrounds Development Advisory Committee. 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 24th day of January, 2018. 19

Washington County

Washington County Fair Board


 Sia Lindstrom
 Deputy County Administrator



Date: 1/24/2019

Date: 1/08/2019