

Wasco County  
And  
The Wasco County Fair Board  
Memorandum of Understanding ("MOU")

Parties: Wasco County, acting by and through its Board of County Commissioners ("BOCC").

Wasco County Fair Board, appointed by the Board of Commissioners ("Fair Board").

Definitions: "BOCC" means the Board of County Commissioners, elected by the voters of Wasco County.

"County Department" is the Wasco Administrative Services Department, a County department whose function is to manage the Fairground, including its use, on behalf of Wasco County.

"County Fair" means the annual Wasco County Fair event, including the time set for the public use and reasonable time for set up and tear down, unless stated otherwise.

"Fairgrounds " means a portion of the ground and property owned, leased, used or controlled by the County located at 81849 Fairgrounds Road, Tygh Valley, Oregon, including but not limited to buildings and related structures. "Fairgrounds" excludes Hunt Park except during the County Fair.

Purpose: To clarify the understanding between the parties regarding: 1) the annual County Fair event, 2) the management of certain Fairground 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.

Recitals:

A. The County's powers are exercised by and through the elected BOCC, statute, ordinance and adopted policies.

B. The BOCC exercises 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 Fairground, and the production of the County Fair.

D. The primary function of the Fair Board should be to oversee the planning, preparation, and production of the County Fair.

E. Except in case of emergency, during the period of the County Fair, the Fair Board should have the use and control of the Fairground or such part of it as is needed for County Fair purposes. The Fair Board will appoint a Manager to act as the Fair Manager of the County Fair subject to approval by the BOCC, which approval shall not be unreasonably withheld ("County Fair Manager").

F. During the rest of the year, the management of the Fairground should be the responsibility of the Administrative Services Department and the employee designated as Fairground Manager ("Fairground Manager"), who will be responsible for the day-to-day management pursuant to the direction of the Director of Administrative Services, in accordance with County policies and procedures and subject to the ultimate supervision and control of the BOCC. The County Fair Manager and the Fairgrounds Manager may be the same person upon mutual concurrence of the Fair Board and the Director of Administrative Services.

UNDERSTANDING: Now Therefore, the Parties Agree to the Following Provisions, Relationships, Protocols and Matters Set Forth Below:

1. Fair Board: The BOCC will appoint between a five and seven person Fair Board. One County Commissioner may serve as a member of the Fair Board and act as Board Chair in lieu of appointing a lay citizen, with the concurrence of a majority of the BOCC.

a. Each Fair Board member must be a resident of the County or, with BOCC approval, not more than one resident of a neighboring county or Tribe that regularly participates in the Fair. In its appointments to the Fair Board, the BOCC will strive to achieve a balance of skills, interests, diversity and geographic representation, to the extent practicable.

b. Fair Board members will serve terms as set forth in the Fair Board Bylaws as may be amended from time to time.

c. 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 Board.

d. Fair Board members are subject to removal by the BOCC per ORS 565.225 (for inefficiency, neglect of duty, misconduct in office, incompetence, incompatibility, dereliction of duty or other good cause). The BOCC shall conduct all procedures to remove a Fair Board member 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 Chair and Vice-Chair, and Secretary. Each will perform the duties normally associated with those offices. One officer will be designated as liaison to the BOCC.

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 Fairground Manager, or Fairground Manager designee, as the secretary. The County will secure the secretary's bond with charges to be assessed as appropriate to the Fair Board. 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 are 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 meetings laws, and government standards and practices law. The Fair Board shall adopt its own bylaws that include, at a minimum, the following provisions: (i) that a majority of the members of the Fair Board constitutes a quorum for the transaction of all business at meetings, (ii) that in the absence of the president another member of the Fair Board will perform the duties of the president, and; (iii) other provisions deemed necessary including those in County policies. Copies of the Fair Board's bylaws, meetings notices, and minutes will be furnished to the County Executive Assistant.

b. The Fair Board shall comply with all applicable state laws and County policies and procedures in terms of contracts, personnel, budget, and fiscal management.

c. The Fair Board shall award, execute, be responsible for, and manage 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, and; to further delegate this authority to the County Fair Manager.

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 Fairground outside the County Fair, without approval of the County Administrative Officer. The Fair Board shall allow the Fairground Manager opportunity to 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 Officer 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. Subject to the conditions in b., c., and d. above, in conducting solely County Fair business, the Fair Board agrees to follow the County's purchasing rules, with changes as follows: (i) the "Fair Board" is substituted for "department" or "Department" (except

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where the Fair Board is specifically referenced in County rules); (ii) the Fair Board will act as the decision maker with respect to any protest of intent to award a contract that is filed, and has authority to call and open bids and award and execute County Fair contracts; (iii) the Fair Board is substituted for the County for purposes of waiver of competitive selection for personal service contracts, sole source findings; and authority to execute contracts and their amendments, grants and grant documents; (iv) the County Fair Manager is substituted as the "public officer" and "department director". In accordance with these rules, the BOCC will serve as the contract agency and local contract review board for the Fair Board, and the County's contract process and competitive exemption rules in Wasco County Rules also apply to the Fair Board.

f. To the extent possible and practicable, the Fair Board shall require third party contractors to agree to defend, and indemnify the Fair Board, its members, Wasco 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.

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 solely outside the County Fair, the parties agree that the Department of Administrative Services assumes full responsibility and management of those contracts, permits, and licenses.

h. 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 sharing of costs and accounting in such contracts.

5. Use of Certain Fairground Property for County Fair: The County agrees to devote the Fairground to the exclusive management of the Fair Board only during the time for the County Fair, with the exception of: Wasco Fairground administrative offices; year-round Fairground storage, electrical and mechanical areas, and appropriate ingress and egress as more specifically designated by the Fairground Manager. The Fair Board and County shall coordinate and cooperate concerning the use of this excepted property during the time of the County Fair.

In addition, with regard to the exclusive management of property by the Fair Board during the County Fair, the County may reasonably request access, such as to inspect for safety reasons, to protect property, to respond to emergencies, to address other life, health and safety needs, or when it would not interfere with County Fair work. The Fair Board agrees to grant reasonable requests for access by the County. 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.

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 of the County Fair provided it does not interfere with any pre-existing reservations of the Fairgrounds and does not pre-date the Oregon State Fair.

d. In exercising the above powers, the Fair Board shall give priority to: (i) the personal safety and security of members of the public who attend, as well as those who work and participate in the County Fair, and (ii) to the security and preservation of the property being used at the Fairground. The Fair Board shall maintain and keep the Fairground in good repair and condition during the County Fair, normal wear and tear excluded, and shall not contract for public works or capital improvements without the 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, and that the staff and employees involved with the County Fair are suitably informed and trained. The BOCC, Fair Board, County Administrative Officer, County Fair Manager and Fairground Manager agree to consult and collaborate to assure the Fair Board is able to achieve compliance.

f. Plan. 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 BOCC liaison and the County Administrative Officer, and will be reviewed during the joint meeting between the BOCC and the Fair Board.

7. Authority and Management of Fairground Outside County Fair: As the landowner, the County has established the Department of Administrative Services as a department to manage the use of the Fairground at times other than during the County Fair. The Department of Administrative Service's responsibility is to maximize the use of the Fairground to the fullest extent possible for the pleasure, recreation and benefit and emergency preparedness of the public outside the County Fair and to maintain and preserve the Fairground. As deemed appropriate by the Fair Board, it may make reasonable proposals to the County on ways to more fully utilize the Fairground and to meet both the County's and Fair Board's interests. The Fair Board will not exercise authority over the Fairground at times other than the County Fair without the express approval of the County.

Fairground Manager/County Fair Manager /Personnel/Volunteers: The County agrees to provide meeting space and access to the Fairground as appropriate for Fair Board business, both during the County Fair and otherwise.

- a. The County employs a Fairground Manager whose duties include, but are not limited to the management of the Fairground except with respect to the production of the County Fair. The Fairground Manager reports to and is supervised by the Director of Administrative Services or designee with respect to Fairground events outside the County Fair. The Fairground Manager will work under the direction and supervision of the Director of Administrative Services or designee in connection with the day-to-day and year-round management of the Fairground outside of the County Fair; the Fair Board does not have any directive or supervisory authority over the Fairground Manager for this purpose. Making decisions about use and management of staff for County Fair work is an assigned duty of the Director of Administrative Services. In the event of a vacancy of the Fairground Manager position, the Director of Administrative Services will consult with the Fair Board on the position description for the Fairground Manager.
- b. The Fair Board will appoint a County Fair Manager who will work under the direction and supervision of the Fair Board in connection with the operational matters relating solely to the County Fair. Initially, the Fair Board will appoint the same individual currently serving as the Fairground Manager as its County Fair Manager, with the understanding that this individual may need to attend to County business when there would not be significant interference with County Fair work. After 2025, if the Fair Board determines that it is in the best interest of the County Fair to select someone other than the then current Fairground Manager to serve as the County Fair Manager, the Fair Board may raise the issue at a joint meeting between the Fair Board and the BOCC. At the joint meeting, the Fair Board and the BOCC will also discuss whether, how and when to implement any changes to the County Fair Manager position, and how the Fair Board will fund the change.
- c. The Fairground Manager will be evaluated annually by the Director of Administrative Services or designee following consultation with the Fair Board.
- d. The County may engage other employees to assist the Fairground Manager as resources and circumstances allow. Volunteers are recognized as a source of assistance in connection with both Fairground and County Fair matters.

8. Structure/Organization/Liaison:

- a. Initially, the Fairground Manager will report to the Director of Administrative Services; however, the County Director of Administrative Services may evaluate the appropriate placement of the function within the County organization.

b. The Director of Administrative Services and the Fairground Manager will ensure communication, exchange of information, access to County support services (e.g., fiscal, budget, legal, human resources, etc.) and such other coordination with the BOCC, Fair Board, and County departments is provided as is useful or necessary.

c. The Fair Board shall designate one of its members to be a liaison with the BOCC. The Director of Administrative Services 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 Department of Administrative Services or the County Fair, the liaisons shall bring it to the attention of the BOCC Chair and the Fair Board President for the purpose of scheduling a joint meeting to discuss and consult regarding the proposed action or project if necessary.

9. Business Plan: The County Fair Manager will assist the Fair Board to develop a suitable business plan for the production of the County Fair, in coordination with the County Director of Administrative Services. Additionally, the Fairground Manager will assist the BOCC to develop a suitable business plan for the year round management of the Fairground, in coordination with the Director of Administrative Services. The Fair Board and the BOCC will review the business plans as needed at their joint meeting. Those plans can be incorporated into a single plan as deemed necessary.

10. Budget and Fiscal:

a. The County Finance Director will provide the fiscal oversight, accountability and reporting for the County regarding the Fairground and the County Fair Manager will provide the fiscal oversight, accountability and reporting for the Fair Board and the BOCC regarding the County Fair in conjunction with the County Finance Director. The Fair Board and the County shall ensure that the Fairground 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. The County reserves the right to limit operations of the Fair in the event that the Fair Board makes financial decisions not supported by the budget.

b. The parties, including the County Finance Director, the Fairground Manager and the County Administrative Services Director will collaborate to maintain the Fair Fund within the budget that satisfies ORS 565.325 and applicable county budget and fiscal policies.

11. County and Fair Board Liability: It is a mutual objective of the BOCC 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 BOCC and the Fair Board.

a. Subject to section 1.d. above, the County will arrange for insurance for 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 for the Fair Board and its members constitutes an expense of the County Fair and will be reflected in the Fair Board's budget.

b. The County will secure the bond coverage described above in Sections 1 and 3.

c. The Fair Board may consult with County Counsel and 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 Department of Administrative Services, including for services provided to the Fair Board relating to the County Fair covered by this MOU.

#### 12. Annual and Other Joint Meetings:

a. At least annually at a reasonable time after completion of the County Fair, the BOCC and Fair Board may 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 Fair Board will furnish the BOCC with the following (or an appropriate summary):

1. A summary of any significant operational issues or unresolved matters that have arisen since the last joint meeting.

2. The current business plan.

3. 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 BOCC.

b. The BOCC 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.

13. Amendments: This MOU may be amended from time to time as needed, by mutual written agreement.



Dated this 7th day of February, 2024.

WASCO COUNTY FAIR BOARD

  
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Steven D. Kramer, President

WASCO COUNTY BOARD OF  
COMMISSIONERS

  
\_\_\_\_\_  
Steven D. Kramer, Chair

  
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Scott C. Hege, Vice-Chair

  
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Philip L. Brady, County Commissioner