

AGENDA

WALLA WALLA COUNTY BOARD OF COMMISSIONERS

TUESDAY, JULY 8, 2014

9:00

COUNTY COMMISSIONERS

Chairman Johnson

- a) Roll call and establish a quorum
- b) Declarations re: conflict of interest
- c) Pledge of Allegiance
- d) **Action Agenda items:**
 - 1) Proposal 2014 07-08 Fair Approval to execute documents related to request for proposals for "FAIR Beverage Service Contract" (bids due July 7, 2014)
- e) Miscellaneous business to Come before the Board

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PLEASE NOTE:

Work sessions are informal and, with the exception of executive sessions, are open to the public; however, as this time is set aside as a work session generally no public comment on matters to come before the Board, etc., will be taken outside of the regularly scheduled Commissioners' sessions/public hearings, unless a special agenda item calls for same.

Normally no formal actions will be taken, unless of an emergent nature, and no decisions on any pending matters will be made. This is intended as an informational time for the Board and a catch-up period, to allow the Board to review correspondence, receive committee meeting reports from individual commissioners, review the status of current Board-related projects, other meetings as scheduled, etc.

The length of time the Board will meet is estimated.

- A D J O U R N -

Walla Walla County is ADA compliant. Please contact TTY: (800) 833-6384 or 7-1-1 or the Commissioners' Office at 509/524-2505 three (3) days in advance if you need any language, hearing, or physical accommodation.

Please note that the agenda is tentative only. The Board may add, delete, or postpone items and may take action on an item not on the agenda.



MEMO

Date: 07-01-14

Proposal ID. 2014 07-08 Fair

To: BOCC

From: Cory Hewitt, Walla Walla County Fairgrounds

Intent – Signature for 2014 “FAIR Beverage Services Contract”

Topic –Approval to execute all documents related to “FAIR Beverage Services Contract”

Summary

The Walla Walla County Fairgrounds prepared a RFP Request for “FAIR Beverage Service Contract” on June 26, 2014. This RFP was provided to four vendors who provide beverage services. Fairgrounds Manager Cory Hewitt is requesting approval to execute all documents related to this RFP.

Cost

Contract negotiated to stay within Fair budget.

Funding

In Fair budget

Alternatives Considered

N/A

Acquisition Method

N/A

Security

N/A

Access

Risk

Benefits

Conclusion/Recommendation

The contract has been reviewed and approved by Personnel/Risk Manager and Prosecuting Attorney. Recommend that the BOCC authorize Cory Hewitt, Fairgrounds Manager, to execute all documents related to "FAIR Beverage Services Contract".

Submitted By

Disposition

Cory Hewitt, 7/1/14County Fairgrounds

___ Approved

Name Department Date

___ Approved with modifications

___ Needs follow up information

Signature

___ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

___ Modification

___ Follow Up

- RFP REQUEST -

June 26, 2014

RE: Walla Walla County "FAIR Beverage Service Contract"

Walla Walla County Fairgrounds is accepting proposals for beverage service during the Walla Walla County Fair & Frontier Days event at the Walla Walla County Fairgrounds located at 363 Orchard Street in Walla Walla, Washington.

Schedule:

Quotes Due:	Monday, July 7 by 10 a.m.
Contract approval:	Tuesday, July 8, 2014
Last day of work:	Monday, September 1, 2014

If you are interested in submitting a proposal, please contact General Manager (509-527-3247) before the due date to schedule a time to review the specs and ask any questions.

The proposals, clearly marked "Fair Beverage Service" must be submitted to the **Walla Walla County Commissioner's office, County Public Health and Legislative Building, 314 West Main Street, Walla Walla, WA by 10:00 a.m. Monday, July 7, 2014.**

Proposals may be hand-delivered, mailed, faxed (509/524-2512) or emailed to (wwcocommissioners@co.walla-walla.wa.us).

No proposals will be accepted after 10 a.m. on July 7, 2014.

Sincerely,

Cory Hewitt
General Manager

**Walla Walla County Fairgrounds
Scope of Work**

Project: "FAIR Beverage Services".

Location of Project

Fairgrounds are located on the corner of Ninth and Orchard, 363 Orchard Street, Walla Walla, Wa. 99362

Description of Work & Specifications and required insurance:

See Walla Walla County Beverage Service Specifications, attached

Award and execution of Contract:

The Board of County Commissioners reserves the right to reject any and all proposals and to waive minor irregularities in the proposal process. . The County intends to enter into negotiations with the vendor submitting the most complete and advantageous proposal. Weight will be given based on the completeness of the response, the response to factors listed below and the vendor's quote of the County's lease fee. The County may cease negotiations with a vendor in the event an agreement cannot be reached. The Contract will be given to the proponent, who in the opinion of the Board of County Commissioners, best serves the interest of the people of Walla Walla County. Any resulting contract will incorporate the Walla Walla Beverage Service Specifications and the vendor's response to the request for proposal.

Insurance:

See Walla Walla County Beverage Service Specifications, attached.

Proposals must address the following:

1. Experience of Vendor
 - a. Number of similar venues serviced.
 - b. References (three preferred).
 - c. Record of compliance with liquor laws.
 - d. Other relevant information.

2. Measures for security and responsible liquor service
 - a. Type of Staff training and certification.
 - b. Supervision of staff.
 - c. Other relevant information

3. Plans for service
 - a. Types of alcohol to be served (local products are not required, but are encouraged)
 - b. Measures/plans to efficiently serve while maintaining safe, responsible environment
 - c. Estimates of prices to be charged.
 - c. Other relevant information

4. Vendors must answer the following questions:

1. Has vendor ever been found out of compliance with liquor laws or rules of any state, federal or local governing entity? If so, describe the type of violation(s), penalties imposed, and any other pertinent information.
2. Has vendor or its principals ever been sued for a violation of state liquor laws, dram shop laws or similar civil remedy? If so, describe the suit, and the resolution.

5. Insurance.

Vendors must commit to providing the insurance required in the Beverage Service Specifications. Please review those requirements and list any insurance provider that vendor currently contracts with, and any insurance provider the vendor may use.

6. Fee:

Vendor/lessee will pay a percentage of its gross return to the County Fairgrounds within 14 days of the event. Each proposal must list specifically what rate will be paid to the County Fairgrounds, either on section 7 of the specifications or on a separate document.

7. Hold Harmless/ Indemnification:

Each vendor submitting a response must initial Section 10 of the Beverage Service Specifications, and provide that with their response.

Statement of work to be performed

Alcohol Vendor Lessee will provide all alcoholic concession areas and coordinate all required equipment and services, as agreed with the Walla Walla Fair & Frontier Days/ Fairgrounds. The style of service will be a Washington State Liquor Control Board approved compliance plan that will be outlined in detail. Servers will be MAST certified and alcohol monitors will be provided by the Lessee and must meet the approval of the Fair Security Director. Lessee in conjunction with the Fairgrounds management will develop a security plan that meets all requirements while providing outstanding customer experience. The County Fairgrounds expects that the Lessee is a turn-key operation, with the Fairgrounds having first right of decision and approval/refusal in all matters regarding beverage sales and service on grounds.

1. Locations-Areas of Operation: Designed Alcohol locations would consist of next to the Pepsi Stage, in the bleachers area, behind the Chutes, in the Frontier Days Saloon, and in the Beer Garden south of the grandstands.

2. Alcohol to be served and Points of Sale: Beer, Wine and Spirits.

Possible location - Tentative Schedule

Date	Location	Hours of operation
Wednesday-- Concert	Frontier Days Saloon	4 p.m. to 11 p.m.
	Garden area (pari-mutuel)	5 p.m. to end of Concert
	Arena Bar	5 p.m. to end of Concert
Thursday-- Demo	Frontier Days Saloon	4 p.m. to 11 p.m.
	Garden area (pari-mutuel)	5 p.m. to end of Demo
	MidwayGarden-Dance	8:00 p.m. to 11 p.m.
	Bleachers	5 p.m. to Demo ending (9:30 p.m.)
Friday --Rodeo	Frontier Days Saloon	4 p.m. to 12 a.m.
	Garden area (pari-mutuel)	5 p.m. to end of Rodeo (9:30 p.m.)
	Midway Garden - Dance	6 p.m. to 12 a.m.
	Bleachers	5 p.m. to 9:30 p.m.
	Cowboy bar	6 pm to 9:30 pm
Saturday-- Rodeo	Frontier Days Saloon	4 p.m. to 11 p.m.
	Garden area (pari-mutuel)	5 p.m. to end of Rodeo (9:30 p.m.)
	Midway Garden - Dance	6 p.m. to 12 a.m.
	Bleachers	5 p.m. to 9:30 p.m.
	Cowboy bar	6 pm to 9:30 pm
Sunday-- Rodeo	Frontier Days Saloon	4 p.m. to 11 p.m.
	Garden area (pari-mutuel)	5 p.m. to end of Rodeo (9:30 p.m.)
	Midway Garden-Dance	6 p.m. to 11 p.m.
	Bleachers	5 p.m. to (9:30 p.m.)
	Cowboy bar	6 pm to 9:30 p.m.

Midway Stage times subject to sound conflict with Arena activity and Band
Closing times based on traffic & patrons. These are possible location and tentative schedules.

If areas of the operation need to be adjusted and / or fine-tuned, Lessee and Fairgrounds will meet to make sure that services are in alignment with expectations.

3. Term: The term of this Agreement shall be effective from August 27 until September 1, 2014. This Agreement shall extend itself for an additional one years on December 31,

following an annual review, provided that either party shall have the right to notify the other, in writing, prior to November 1st of each year that they wish not to have the Agreement extended. The maximum term of this Agreement, with any extensions, shall be until December 31, 2016.

4. Copies of Documentation: Within 30 days of the execution of any Contract, Lessee will provide to the Walla Walla County Risk Manager's office copies of all required insurance Certificates and endorsements, showing that the County is an additional insured party.

Within one month of the execution of any contract, Alcohol Vendor lessee will provide copies of the Liquor Licenses to the Walla Walla County Fairgrounds' office.

Within 14 days after the Fair, a detailed accounting of booth transactions will be supplied to the Walla Walla County Fairgrounds' office.

5. License: During the term of this Agreement Alcohol Vendor Lessee shall be required to maintain a year around Washington State Liquor License, Federal ATF license and alcohol server licenses for all servers as well as any required Health Department Permits. Said licenses shall be of the nature that will allow the Lessee to operate the franchise at the type of activities held at the Fairgrounds' facility as designated by "FAIRGROUNDS" in all areas of operations.

6. Improvement of Facilities: During the term of this Agreement it shall be the responsibility of the Lessee to make such improvements and fully maintain the facility as are needed to operate the franchise. The Lessee shall be responsible for the costs of all such improvements and shall hold Frontier Days harmless from any lien made incident to such improvements.

7. Fee: Alcohol Vendor Lessee shall pay to FAIRGROUNDS the following:

_____ of Gross returns
[Vendor insert percentage above]

Percent of the gross returns defined below from all product sales during the activities authorized by FAIRGROUNDS.

Lessee shall provide a full detailed accounting and payment in full within (30) days of the event. Provide copies of all necessary receipts and invoices at time of accounting.

Pricing of beverages is the sole discretion of the Alcohol Vendor Lessee, but estimates of beverage pricing, and consistency with those estimates, will be a factor in award and contract extension.

8. Gross Return: Gross receipts with no allowable costs.

9. Operation: Liquor Vendor Lessee's operation shall be its responsibility and at no time, other than subject to terms of the Letter of Operation shall the FAIRGROUNDS or their events be responsible for the said operation.

FAIRGROUNDS shall consult Lessee each year with a draft of the Policy Letter of Operation. Lessee shall agree to work with the FAIRGROUNDS and its different event sponsors.

10. Hold Harmless/Indemnification: The Lessee shall indemnify, defend and hold harmless Walla Walla County, the County's officers, agents and employees from and against any liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employees of the Lessee, or sub-contractor caused by or arising out of the performance, act or omission by Lessee of any term of this contract. Lessee's obligation to indemnify, defend, and hold harmless Walla Walla County shall not be eliminated or reduced by any actual or alleged concurrent negligence of Walla Walla County or its agents, agencies, employees and officials. This indemnification obligation of the Lessee shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other application employee benefit act, and the Lessee hereby expressly waives any immunity afforded by such acts. The forgoing indemnification obligations of the Lessee are a material inducement to the County to enter into this Agreement, are reflected in the Lessee's compensation, and have been mutually negotiated by the parties.

Lessee's initials acknowledging indemnity terms: _____

11. Insurance: For the duration of the contract and until all work specified in the contract is completed, Lessee shall maintain in effect occurrence-based insurance as required herein and comply with all limits, terms and conditions stipulated therein.

Required insurance:

General Commercial Liability - \$2,000,000 Minimum, Each Occurrence, \$4,000,000 Minimum, Annual Aggregate.

Coverage shall include personal injury, bodily injury and property damage for Premises/Operations Liability, Products/Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

Liquor Liability - \$3,000,000 Minimum, Each Occurrence, \$4,000,000, minimum Annual Aggregate.

Business Automobile Liability - \$500,000 Minimum, Each Occurrence
\$1,000,000 Minimum, Annual Aggregate

Coverage shall include liability for any and all owned, non-owned and hired motor vehicles. Coverage may be satisfied by way of endorsement to the General Commercial Liability policy.

Worker's Compensation - The Contractor shall maintain workers Compensation insurance in accordance with the State of Washington Labor Code for all employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.

Work under this contract shall not commence until evidence of all required insurance is provided to the County of Walla Walla. The Lessee's insurer shall have a minimum A.M. Best's rating of A-VII. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Lessee and returned to the County of Walla Walla. If for any reason, any change occurs in the coverage during the course of the contract; such change will not become effective until 45 days after the County of Walla Walla has received written notices of such change. The County may terminate this Agreement as the

result of any change, and any material change will be a breach of this Agreement. The policy shall be endorsed and the certificate and endorsement shall reflect that the County of Walla Walla is an additional insured on Lessee's policies with respect to activities under the contract. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability. The policy shall be endorsed and the certificate and the endorsement shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by Walla Walla County shall be excess and not contributory insurance to that provided by Lessee.

12. Law: The Lessee agrees to comply with all laws that bear on the operation by the Lessee by this franchise whether those laws be local, state, and/or federal in its use and occupancy of the franchise facilities, or in complying with all the liquor laws of the State of Washington in the operation of the franchise.

13. Breach: A breach of any of the duties of either party within the Agreement shall constitute cause for immediate termination of the Agreement.

14. Heirs and Assigns: It is agreed that all of the covenants and agreements herein contained shall extend to, be obligatory upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties. No assignment may be made without the prior written consent of the County.

15. Lessee is not employee of County: Nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement. The County shall be neither liable nor obligated to pay Lessee employees' sick leave, vacation pay, insurance, retirement or any other benefit of employment nor to pay any social security or other tax which may arise as an incident of employment. Lessee shall pay all income and other taxes as due, to the full extent required by law. No sublet of any part of this Agreement is allowed to a 3rd. party.

16. Bar Set Up: County Fairgrounds will erect security fencing and supply electricity to each area. All other aspects of the beverage area will be the responsibility of the Lessee including: Bar, tables, chairs, tents, lighting, refrigeration, secure product area, bar stations, ID checking, script, stamps or ID bracelets and Liquor Control Board signage. The area serving alcohol will be closed to minors.