

# A G E N D A

## WALLA WALLA COUNTY BOARD OF COMMISSIONERS

MONDAY, MARCH 16, 2020

**PLEASE NOTE: ALL TIMES ARE TENTATIVE AND AT THE DISCRETION OF THE CHAIRMAN WITH THE EXCEPTION OF ADVERTISED BID OPENINGS AND PUBLIC HEARINGS.**

**10:00**

**COUNTY COMMISSIONERS**

**Chairman Tompkins**

All matters listed within the Consent Agenda have been distributed to each County Commissioner for review and are considered routine. The Consent Agenda will be approved by one motion of the Board of County Commissioners with no separate discussion. If separate discussion is desired on a certain item, that item may be removed from the Consent Agenda at the request of a Commissioner, for action later.

- a) Roll call and establish a quorum
- b) Declarations re: conflict of interest
- c) Pledge of Allegiance
- d) Public comment period (time limitations may be imposed)

***PLEASE NOTE:*** If you wish to address the Commission, please raise your hand to be recognized by the Chair. When you have been recognized, please step up to the microphone and give your name and address before your comments. The Walla Walla County Commissioners are committed to maintaining a meeting atmosphere of mutual respect and speakers are encouraged to honor this principle. (An individual may request to address the board at a later time on the agenda, if time permits, by contacting the Clerk of the Board at least 24 hours prior to the meeting.) Thank you.

- e) **Action Agenda Items:**
  - 1) Review submitted Employee Payroll Action Forms
  - 2) Review warrant list
  - 3) Review travel warrant list
- f) **Consent Agenda Items:**
  - 1) Resolution \_\_\_\_\_ - Minutes of County Commissioners' proceedings for March 9 and 10, 2020 and special meeting of March 13, 2020
  - 2) Payroll action and other forms requiring Board approval
- g) **Action Agenda Items:**
  - 1) County vouchers/warrants/electronic payments as follows: 4217624 in the amount of \$301.55, special run 4217621 totaling \$23,417.08 (draw taxes)
- h) Miscellaneous business to come before the Board
- i) Review reports and correspondence; hear committee and meeting reports
- j) Review of constituent concerns/possible updates re: past concerns

**BOARD OF COUNTY COMMISSIONERS**  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING  
THE MINUTES OF THE WALLA  
WALLA COUNTY COMMISSIONERS'  
PROCEEDINGS FOR MARCH 9 AND  
10, 2020 AND SPECIAL MEETING OF  
MARCH 13, 2020



**RESOLUTION NO. 20**

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that the minutes of the Walla Walla County Commissioners' proceedings of March 9 and 10, 2020, and special meeting March 13, 2020 shall be approved.

*Passed this 16<sup>th</sup> day of March, 2020 by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

**Attest:**

\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

\_\_\_\_\_  
Gregory A. Tompkins, Chairman, District 3

\_\_\_\_\_  
James K. Johnson, Commissioner, District 1

\_\_\_\_\_  
Todd L. Kimball, Commissioner, District 2

*Constituting the Board of County Commissioners  
of Walla Walla County, Washington*

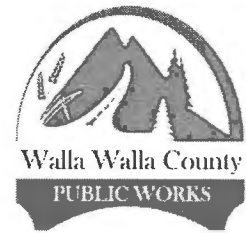
10:15

PUBLIC WORKS DEPARTMENT

Tony Garcia

- a) Department update and miscellaneous

**Walla Walla County Public Works**  
**990 Navion Lane**  
**Walla Walla, WA 99362**



To: Board of County Commissioners

From: Tony Garcia, Public Works Director

Date: 11 March 2020

Re: Director's Report for the Week of 9 March 2020

**Board Action: 16 March 2020**

**Update Only**

**ENGINEERING:**

- Flood Damage Repair: Paving for repair areas should be completed this week.
- Mill Creek Road MP 1.1 to MP 3.96 (Five Mile to Seven Mile): Consultant is working on acquisition documents.
- Middle Waitsburg Road: Consultant is working on property acquisition. One property owner has signed.
- Lower Waitsburg Road: Performed drone survey this week.
- Wallula/Gose Intersection: Topographical survey is complete. Working on processing survey data.
- Stormwater: Finalizing the yearly Stormwater Report.

**MAINTENANCE/FLEET MANAGEMENT:**

- Working on Mill Creek Channel preliminary damage assessment with the Corps of Engineers.
- Finalized repairs at Byerly Road.
- Crack Sealing for chip seal prep.
- Vegetation crews spraying as weather allows.
- Garage crews working on routine vehicle maintenance.
- Miscellaneous: Chip rock will be delivered soon – starting at Langdon Road.

**ADMINISTRATION:**

- Attended a Mill Creek Coalition meeting to provide a Flood and GI Study update.
- Coordinating with Walla Walla Public Schools on proposed improvements on Abbott Rd in front of Walla Walla High School. We received a Transportation Improvement Board (TIB) grant to install sidewalk along the north side of Abbott Rd (from Fern Ave to Scarpelli Dr) which will be coordinated with the school's frontage bond improvements.
- Waiting to hear back from FEMA on our pre-damage assessment submittal.
- Continue to work on Federal highway Administration (FHWA) Emergency Relief (ER) documentation.
- Working with the Corps of Engineers to assess the Mill Creek Levee and concrete channel to make sure we capture all flood damage. The goal is to rehabilitate the system to pre-flood condition.

**10:30**

**COMMUNITY DEVELOPMENT DEPARTMENT**

**Lauren Prentice**

- a) Department update and miscellaneous



## Walla Walla County Community Development Department

310 W. Poplar Street, Suite 200, Walla Walla, WA 99362 / 509-524-2610 Main

---

To: Board of County Commissioners  
From: Lauren Prentice, Director  
Date Prepared: March 13, 2020  
Agenda Date: March 16, 2020  
RE: Department Update

**Reviews Completed** – In the last two weeks **135** TRAKIT reviews have been completed (returned) for building permit and land use permit applications.

**Building Permits** – Approximately **52 building permit applications** are currently open: this includes those actively under review as well as those on hold pending re-submittals by the applicant, as well as three which are under Second Review.

**Current Planning** – Approximately **95 land use applications are currently open.**

**Hearing Examiner** – there was no meeting in March. We have not received re-submittals for three applications that were continued or remanded: Abeja Country Inn, CNG pipeline, or WRII (Sunset Development preliminary plat amendment.

**Code Compliance** – Currently there are **51 open cases**. A total of **5 new complaints/reports were logged in our Citizen Response Module (CRM)** this month. Currently, we are prioritizing cases that include building and fire code violations.

**Port of Walla Walla** – At the request of the Port of Walla Walla, we did not have a March 11 coordination meeting. The last meet was in January.

**Interagency Coordination on Flood Recovery** – On March 4 we had a coordination meeting with Department of Ecology staff. Staff from the following local jurisdictions also participated: City of Walla Walla, Columbia County, Walla Walla County Public Works, City of Dayton. Ecology staff provided us with information on shoreline, critical areas, and floodplain regulations. A follow-up phone call is scheduled for **2:00 PM on March 17.**

a) **Action Agenda Items:**

- 1) Proposal 2020 03-16 Fair-1  
Execute agreement with  
Unruh Management and  
Consulting LLC, dba Oregon  
Beverage Services for Beer/  
Wine/Spirit Agreement with  
Walla Walla County Fairgrounds
- 2) Proposal 2020 03-16 Fair-2  
Approval of Express Staffing  
Agreement for Walla Walla Fair  
and Frontier Days temporary  
extra employees

b) Department update and miscellaneous

Walla Walla Fair and Frontier Days

August 28 thru September 2, 2019

Bill Ogg, CFE  
General Manager



# MEMO

Date: 3-6-2020

Proposal ID. 2020-03-16 Fair-1

To: WWBOCC

From: Bill Ogg, Fairgrounds Manager

Intent – Approve Contract

Topic –Oregon Beverage Services Contracts for Fairgrounds Operations

## Summary

The sale of alcoholic beverages is a common practice for Fairgrounds events both hosted by the Department and for facility and building rentals. This practice is important for the social attraction and financial success of hosted events and for the viability to maintain and grow rentals. The legal and responsible sale of alcoholic beverages is a serious consideration for liability, economic and public relations issues. Research of options has yielded the best practice is to continue with a contract with Oregon Beverage services. The contract Initiated in 2015 and extended through mutual agreement terminated in 2019. The proposed contract is essentially a continuation of the former with language improving clarification of terms and understanding.

## Cost

This contract is negotiated to provide revenue for the Fair budget. There is no obligation for any cost.

## Funding

N/A

## Alternatives Considered

Researched acquiring liquor license, obtaining multiple Special Occasion Permits and local caterers. None predictably offered the experience to responsibly sell alcoholic beverages with the reliable net return.

## Acquisition Method

N/A



**Security**

Recognize the intent of this section is not applicable but will use this space to note Oregon Beverage Services provides all alcohol monitors and security for their points of sale.

**Access**

N/A

**Risk**

Oregon Beverage Services assumes liability.

**Benefits**

Professional, responsible and profitable sale of alcoholic beverages at the annual Fair and Fairgrounds events.

**Conclusion/Recommendation**

Recommend that the BOCC approve attached contract with Oregon Beverage Services. The contract has been reviewed and approved by the Risk Manager and the Prosecuting Attorney.

---

Submitted By			Disposition
Bill Ogg	Fairgrounds	3/5/2020	<input type="checkbox"/> Approved
<hr/>			
Name	Department	Date	<input type="checkbox"/> Approved with modifications
<hr/>			<input type="checkbox"/> Needs follow up information
<hr/>			<input type="checkbox"/> Denied
Signature			
<hr/>			
			BOCC Chairman
			Date

Additional Requirements to Proposal

- Modification
- Follow Up

---



---



---



---



---

## Walla Walla County Beer/Wine/Spirit Agreement

This agreement is entered into this 1st day of March 2020 by and between Walla Walla County ("County") and Unruh Management and Consulting LLC, dba, Oregon Beverage Services ("Vendor").

Now, therefore, it is agreed between the parties hereto as follows:

In consideration of the mutual covenants, conditions, agreements, and stipulations contained in this Agreement, the parties agree as follows:

### I. RIGHTS

Walla Walla County grants Oregon Beverage Services for the term specified in section 5, the exclusive right and privilege to conduct all alcoholic beverage concessions and services at the Walla Walla County Fairgrounds, with the exception of the following: Upon request of Fairgrounds Management, Oregon Beverage Services will release the right to sell alcohol at a Fairgrounds renter's event to another entity, who will in turn assume the responsibility and liability for the sale of alcoholic beverages at that specific event.

Vendor's right and privilege to conduct all alcoholic beverage concessions and services at the Walla Walla County Fairgrounds is referred to as the "Concession Business."

### II. PREMISES

The space allotted to Oregon Beverage Services, for the operation of the Concession Business, shall consist of beverage concession locations at the facility as agreed to by Walla Walla County. These locations will be documented in writing from time to time and will be referred to as the "Premises."

### III. OPERATIONS OF BUSINESS

- A. It is agreed that concessions business shall be operated in the name of Oregon Beverage Services, and not in the name of Walla Walla County.
- B. Oregon Beverage Services shall not allow the Premises, or any part of such Premises, to be used for any purpose other than the Concession Business, or to become vacant during any periods that Oregon Beverage Services is required to conduct the Concession Business, or permit the Premises to be used, in whole or in part, by any other firm, person, corporation, or other entity without the written consent of Walla Walla County.
- C. Oregon Beverage Services shall be open for business during the times specified on the grounds and when the Fair is open to the public.
- D. The Walla Walla County and Oregon Beverage Services will agree on all issues related to menu items, prices, portions and the like. Acceptance and repeat clientele are important and shall be factors considered when establishing menu items and pricing.
- E. Oregon Beverage Services agrees to supply the County a statement of revenue and quantities of products sold no later than noon daily for sales of the previous day during the annual Walla Walla Fair and Frontier Days and within 24 hours of completion of any facility event.
- F. Oregon Beverage Services agrees that at all times herein mentioned it shall operate the Concession Business in accordance with the applicable laws and industry standards.
- G. Oregon Beverage Services will acquire and maintain a Sports and Entertainment License from the Washington State Liquor and Cannabis Board.
- H. Oregon Beverage Services will be responsible for, and payment of, all alcohol related security and alcohol monitor services.
- I. **BAR SET UP:** County will erect security fencing and supply electricity to each area. All other aspects of the beverage area will be the responsibility of the Vendor including: Bar, tables, chairs, tents, lighting, refrigeration, secure product area, bar stations, ID checking, script, stamps or ID bracelets and Liquor and Cannabis Board signage.

- J. During the term of this Agreement it shall be the responsibility of the Vendor to make such improvements and fully maintain the Premises as are needed to operate the franchise. The Vendor shall be responsible for the costs of all such improvements and shall hold County harmless from any lien made incident to such improvements. Vendor shall not make or permit to be made any improvements or alterations to or of the facility (hereinafter "Vendor Improvements"), or any part thereof, without the prior written consent of the County, which consent may be granted, withheld, conditioned or delayed by the County in its sole and absolute judgment and discretion. Vendor shall reimburse the County for all documented costs and expenses (including, without limitation, architect's and/or engineer's fees) incurred by the County in approving or disapproving Vendor Improvements. The term "Vendor Improvements" shall not include the installation of computer and telecommunications network infrastructure required for Vendor's operations, security systems, card readers, movable partitions and Vendor's movable equipment which may be performed without damaging or modifying existing improvements or the structural integrity of the Premises, and County's consent shall not be required for Vendor's installation of those items.
- K. Any Vendor Improvements, including trade fixtures constructed upon the Premises, shall be the sole and exclusive property of the County, unless separately agreed to in writing by the Fairgrounds Manager prior to installation. Any such agreement shall be conditioned upon the prompt return of the facility to its prior condition in the event of agreement termination.
- L. Servers will be MAST certified and alcohol monitors will be provided by the Vendor and must meet the approval of the Fair Security Director. Vendor in conjunction with the Fairgrounds management will develop a security plan that meets all requirements while providing outstanding customer experience.
- M. No subcontracting or assignment of this agreement is allowed.

IV. FINANCIAL ARRANGEMENTS

- A. Gross revenue shall be defined as all revenues received from the sale of alcohol beverages, and related product sales, services.
- B. As consideration Oregon Beverage Services agrees to pay the Walla Walla County the following on gross sales calculated after all state and local taxes have been paid. (Guaranteed Percentage Per Event):

\$0 - \$100,000	30%	EXAMPLE:
\$100,001 - \$150,000	35%	Total Collected:
\$150,001 - \$200,000	40%	\$380,477.00 (Less Tax)
\$200,001 - \$250,000	45%	\$32,721.00 - Gross Sales: \$347,765.00
Over \$250,000	50%	
		100,001 - 150,000 @ 35% = \$17,500
		150,001 - 200,000 @ 40% = \$20,000
		200,001 - 250,000 @ 45% = \$22,500
		250,001 - 347,756 @ 50% = \$48,877.50
		<b>Total = \$138,877.50</b>

- C. Payment of full percentage to be delivered within 30 days of event.

#### IV. TERM

The term of this Agreement shall be effective from March 1, 2020 until December 31, 2022. This Agreement shall extend itself for 2 one-year extensions with a 30-day renewal before December 1 of each year, 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, 2024.

#### V. MERCHANDISE PURCHASES

Oregon Beverage Services shall make all purchases of food, beverages, materials for use or sale by Oregon Beverage Services, in its own name and paid promptly by them. Walla Walla County shall not be liable or responsible, in any way, for any debts contracted by Oregon Beverage Services. Oregon Beverage Services agrees and understands that honoring Walla Walla County sponsorship relationships may involve not purchasing or selling certain specific items or products. Oregon Beverage Services agrees, as directed by Walla Walla County, to abide by these relationships except as prohibited by law.

#### VI. EMPLOYEES

- A. Any employees employed by Oregon Beverage Services to work on the Premises shall be acceptable to Walla Walla County.
- B. All employees of Oregon Beverage Services shall conform to the rules and regulations currently established or in force, or which may be established reasonably in the conduct of the Walla Walla County.
- C. Walla Walla County shall have the right to require the removal from the Premises any employee of Oregon Beverage Services whose conduct shall be unsatisfactory to Walla Walla County.
- D. Oregon Beverage Services shall employ and provide for the conduct of the Concession Business for the events, as many concessions workers as determined by Oregon Beverage Services. All such employees shall be interviewed, trained and scheduled by Oregon Beverage Services. Walla Walla County shall have the right to require the termination of any of such employees whose performance or conduct is unsatisfactory.
- E. Oregon Beverage Services and Walla Walla County shall comply with all Federal, State and local laws and regulations, now in force or which any governmental authority may enact.
- F. Oregon Beverage Services agrees to maintain a staff of employees, as determined by Oregon Beverage Services to be sufficient to conduct the operation of the Premises in an efficient manner.
- G. Vendor will perform adequate background checks to ensure no employees have convictions for sex offenses.

#### VII. CLAIMS

Claims for damages arising out of the operation of Oregon Beverage Services business that are covered by insurance shall be handled by Oregon Beverage Services and Oregon Beverage Services shall exercise due diligence in affecting settlement of such claims. Oregon Beverage Services shall notify the County of any claims for damages arising from activities performed pursuant to this contract within 20 days of receipt.

#### VIII. LICENSE

During the term of this Agreement, Oregon Beverage Services, 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 a nature that will allow them to operate the type of activities contracted for held at the Fairgrounds facility.

IX. INSURANCE

- A. Oregon Beverage Service shall procure and maintain insurance of the following kinds and minimum limits:
- a. Workmen's Compensation Insurance as prescribed by the laws of the State of Washington and 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.
  - b. Comprehensive General Liability and Liquor Liability with total limits of two million dollars (\$2,000,000) per occurrence, with four million (\$4,000,000) aggregate. Contractor will carry an umbrella of two million dollar (\$2,000,000) above its regular policy, which shall include coverage for liquor liability.
- B. The County, its departments, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on Oregon Beverage's liability insurance policies and umbrella policies by way of endorsement for the full available limits of insurance maintained by Oregon Beverage and all coverage shall be primary and non-contributory. A statement of additional insured status on a Certificate of Insurance shall not satisfy these requirements.
- C. Oregon Beverage shall, for each required insurance policy and umbrella policy, provide a Certificate of Insurance, with endorsements attached, evidencing all required coverages, limits, deductibles, self-insured retentions and endorsements and which is conditioned upon the County receiving thirty (30) days prior written notice of reduction in coverages, cancellation or non-renewal. Each Certificate of Insurance and all insurance notices shall be provided to the Risk Management Department, 314 W. Main Street, Room 216, Walla-Walla, WA, 99362.

X. TAXES AND FEES

Oregon Beverage Services shall obtain all licenses as necessary to run the professional concession business. Any and all taxes, fees, and assessments, including, but not limited to, license fees, fees for permits, sales or use taxes, personal property taxes, or any other taxes that may be levied or assessed on the assets, business or capital of Oregon Beverage Services with respect to the Concession Business, on Oregon Beverage Services income from the Concession Business, or on the merchandise carried by Oregon Beverage Services for the use in the Concession Business by and duly constituted local, city, county, state, or federal, or other governmental authority, shall be borne and paid for Oregon Beverage Services.

XI. HOLD HARMLESS/INDEMNIFICATION

**Hold Harmless/Indemnification:** Oregon Beverage Service shall indemnify, defend and hold harmless Walla Walla County, the County's officers, agents, volunteers 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 Oregon Beverage Service, or sub-contractor caused by or arising out of the performance, act or omission by Oregon Beverage Service of any term of this contract. Vendor'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 Vendor 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 Vendor hereby expressly waives any immunity afforded by such acts. The forgoing indemnification obligations of the Vendor are a material inducement to the County to enter into this Agreement, are reflected in the Vendor's compensation, and have been mutually negotiated by the parties.

Vendor's initials acknowledging indemnity terms 



Walla Walla Fair and Frontier Days

August 28 thru September 2, 2019

Bill Ogg, CFE  
General Manager



# MEMO

Date: 3-6-2020

Proposal ID. 2020 03-16 Fair-2

To: WWBOCC

From: Bill Ogg, Fairgrounds Manager

Intent – Approve Contract

Topic – Express Employment Professionals Contract for Fairgrounds Operations

## Summary

In 2019, the Fairgrounds Department utilized the services of Express Employment Professional for Fair related temporary labor. This proved to be a decision that benefited multiple County departments. Research of options has yielded the best practice is to continue with a contract with Express Employment Services for temporary and seasonal hiring. The proposed contract is essentially a continuation of the former with updated language identifying fees and clarification of terms and understanding.

## Cost

This contract specifies fees associated with various levels of positions needed to conduct the annual Fair and events.

## Funding

Funding of services will be within the approved annual budget.

## Alternatives Considered

Researched hiring temporary workers within County processes. Calculations yielded this option would be less expensive. Also researched competitive employment service companies; there are none in Walla Walla and the two contacted in Tri-Cities declined to submit a proposal recognizing they would not be competitive with local hires.

## Acquisition Method

N/A

## Security

N/A

**Access**

N/A

**Risk**

Liability issues are contractually specified. Excuses Walla Walla County for Workman’s Compensation claims.

**Benefits**

Professional and cost effective service for acquiring temporary labor at the annual Fair and Fairgrounds events. Eliminates significant cost of resources previously required by the Auditor’s Office and the Human Resources Department.

**Conclusion/Recommendation**

Recommend that the BOCC approve attached contract with Express Employment Professionals. The contract has been reviewed and approved by the Risk Manager and the Prosecuting Attorney.

---

Submitted By			Disposition
Bill Ogg	Fairgrounds	3/5/2020	<input type="checkbox"/> Approved
<hr/>			<input type="checkbox"/> Approved with modifications
Name	Department	Date	<input type="checkbox"/> Needs follow up information
<hr/>			<input type="checkbox"/> Denied
Signature	<hr/>		
	BOCC Chairman	Date	

Additional Requirements to Proposal

Modification

Follow Up

---



---



---



---



---





## *Staffing Agreement*

This Agreement is made and entered into this first day of March, 2020, by and between Express Services, Inc., a Colorado corporation, doing business as Express Employment Professionals, with a local notice address of 101 W. Poplar, Suite A Walla Walla, WA 99362 (hereinafter referred to as “Express”, “We” and “Our”) and Walla Walla County (hereinafter referred to as “Client” and “you”).

1. We hire associates as Express employees, and provide all wages, taxes, withholding, workers’ compensation, and unemployment insurance. Pay and bill rates as described on Exhibit “A”. Medical benefits and vacation pay are also available to associates who qualify. We recruit and assign associates to you to perform the job duties you specify. You agree to notify us if those duties or the workplace of an associate changes.
2. Express complies with all Federal, State, and Local employment laws and regulations. You agree to provide our associates with a safe, suitable workplace and equipment, and to comply with all applicable federal, state, and local employment laws including appropriate workplace-specific safety and health training that adequately addresses potential hazards at your worksite. You agree to indemnify and hold Express harmless from claims or damages resulting from your non-compliance with applicable laws and regulations. Express pays associates promptly, based on information approved by you. You agree to pay the charges based on the time card or other mutually acceptable recording method by the invoice due date.
3. A monthly service charge of 18% per annum may be assessed on charges remaining unpaid 30 days after the invoice date. We are entitled to reasonable collection fees, attorney fees, and other expenses incurred to collect all charges on your account(s). Bill rates are subject to change with appropriate notice.
4. It is our goal that associates perform their jobs to your satisfaction; however, if you are not satisfied with an Express associate for any reason within the first 48 hours of the assignment, you will not be charged for the first four (4) hours of the associate’s work and a replacement will be provided.
5. We provide insurance to cover Express associates for Workers’ Compensation, Commercial General Liability, Employers Liability, Fidelity Bond, Errors and Omissions, and Hired/Non-Owned Automobile coverage in an amount not less than \$1,000,000 per occurrence. You agree to maintain liability insurance for any motor vehicle, forklift, or other motorized mobile equipment operated by an Express associate.
6. You agree that you will not request or allow our associates to offer professional opinions concerning any financial audits, certifications or financial statements, SEC filings or provide management consulting or financial advice. Nor will our associates be permitted sign-off authority for architectural or engineering projects or construction or other cost estimates. All services performed by our associates shall be under your direction, supervision and control and you shall be responsible for ensuring that the services meet your requirements and agree that we are not responsible for the accuracy and correctness of the resulting work product.
7. If our associates have access to unattended premises or the care, custody, or control of cash, checks, credit card numbers, ATM bank cards, negotiables, confidential information, trade secrets, or other valuable property, then you agree to indemnify and hold us harmless from any resulting loss or damage.
8. Express will provide associates for positions where operating a motor vehicle, forklift, or other motorized equipment is required, if notified in writing prior to an assignment. We must know in advance, so we can assign associates who are qualified to meet your specifications. During an assignment, if our associate operates a motor vehicle, forklift, or any other motorized equipment, you agree to indemnify and hold us harmless for bodily injury, property damage, collision, or public liability claims.
9. You supervise, direct, and control the work performed by Express associates, and assume responsibility for all operational results, including losses or damage to property or data in the care, custody, or control

of an Express associate. You agree to indemnify and hold us harmless from any claims or damages that may be caused by your negligence or misconduct. Express will indemnify and hold you harmless for any claims or damages incurred by you to the extent caused by Express's breach of this Agreement or Express's negligence in screening, testing, qualifying or assigning associates meeting your specifications.

10. We offer an evaluation hire program designed to provide you with associates on a trial basis prior to converting them to your payroll. To take advantage of our evaluation hire program, you agree to negotiate a pre-determined trial period or fee prior to an associate's assignment to you.
11. Express allows you to hire associates already assigned to you if your invoices are current and you agree to pay an acceptable payroll transfer fee (up to 30% of an associate's expected annual earnings) to convert an Express associate to your payroll.
12. You agree, for a period of 180 days from the date of introduction or last date on assignment, whichever is later, not to hire directly or use Express associates through another staffing firm without paying a liquidation fee of 30% of the Express associate's expected annual compensation, unless otherwise agreed to by us in writing.
13. Express will conduct criminal history checks on all positions and driving record checks on the event security, barn crew positions and any office positions, as permitted by state law and described on Exhibit "B". For any criminal background checks, you shall provide the screening criteria for the position to fill and be responsible to ensure such criteria are job-related and consistent with business necessity. Express shall not assign any associates who do not meet your lawful criteria. The costs vary depending upon the specific test or report ordered and the charges will be agreed upon prior to ordering the tests and/or reports. Upon your request, Express shall provide a written attestation confirming that the foregoing background checks have been performed and all Express associates placed on assignment with you have met your criteria.
14. This Agreement shall commence on the date of signature below continue for a period of one year. Thereafter, this Agreement shall automatically renew unless terminated by either party at any time and for any reason, upon thirty (30) days' prior written notice to the other party or immediately upon the breach of the Agreement by the other party. The parties acknowledge and agree that bill rates and other pricing shall be mutually agreed upon annually and evidenced in writing by executing a revised Exhibit "A."

*Thank you for your business. We look forward to a mutually beneficial relationship.*

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Agent's Name (please print): \_\_\_\_\_

Title: \_\_\_\_\_

Agent's Signature \_\_\_\_\_



**PRICE EXHIBIT**  
**WA L&I Codes 7105/7110/7113**

1. **Job Description:** Express temporary associates assigned to the Client under this Agreement shall be qualified to perform the following work:

- Event Security
- Janitorial/Grounds Maintenance
- Barn Crew
- Ticket Sales/Cashier
- Administrative Assistant

**Mark Up and Bill Rate:** For the purposes of this price exhibit, please use a Mark Up rate of 35% for the positions of Event Security, Janitorial, Barn Crew and Ticket Sales/Cashier.

<u>Pay Rate:</u>	<u>Bill Rate – 35% Mark Up:</u>	<u>Overtime Bill Rate:</u>
\$13.50/hour	\$18.23/hour	\$25.52
\$14.00/hour	\$18.90/hour	\$26.46
\$14.50/hour	\$19.58/hour	\$27.41
\$15.00/hour	\$20.25/hour	\$28.35

The above bill rates include:

- a. Temporary Associate Pay Rate
- b. Employer FICA Contribution
- c. Employer Federal and State Unemployment Contributions
- d. Workers' Compensation, Fidelity and Liability Insurance
- e. General Administrative and Overhead Expenses

**Special Considerations:** EXPRESS ASSOCIATES ARE NOT ALLOWED TO LIFT MORE THAN 50 POUNDS UNASSISTED, OR CLIMB ON LADDERS MORE THAN 6 FEET OFF THE GROUND.

CLIENT

EXPRESS

-----

*Express Employment Professionals*

BY: -----

BY: Shannon Bergevin, Owner

DATE: -----, 2020

DATE: \_\_\_\_\_

**Exhibit "B"**

Fairgrounds

**Background checks – Express Employment Professionals – ~~Time Shack 2019~~**

**For the Ground Crew and Janitor/Monitor Jobs:**

No Sex Offenders  
No Felony Assaults in the last seven (7) years  
No Generic Felony in the last three (3) years  
No Drug Convictions in the last three (3) years  
No Theft Convictions in the last five (5) years  
No Burglary Convictions in the last five (5) years  
No Domestic Violence Convictions in the last two (2) years  
No Fourth Degree Assaults in the last year  
No Violation of Protection Orders or Anti-Harassment Orders in the last two (2) years  
Two (2) or more convictions of any crime in the last three (3) years – No  
Drivers – Clear License and no DUI in the last year

**For Ticket Sales/Cashier/Office Jobs:**

No Sex Offenders  
No Felony Assaults in the last seven (7) years  
No Generic Felony in the last seven (7) years  
No Drug Convictions in the last five (5) years  
No Theft Convictions in the last ten (10) years  
No Burglary Convictions in the last ten (10) years  
No Domestic Violence Convictions in the last two (2) years  
No Fourth Degree Assaults in the last year  
No Violation of Protection Orders or Anti-Harassment Orders in the last two (2) years  
Two (2) or more convictions of any crime in the last three (3) years – No  
Drivers – Clear License and no DUI in the last year

**For the Event Security Jobs:**

No Sex Offenders  
No Felony Convictions  
No Record of Gross Misdemeanor Conviction for Crime Involving Controlled Substances, Physical Harm or Theft  
No Violation of Protection Orders or Anti-Harassment Orders in the last two (2) years  
Two (2) or more convictions of any crime in the last three (3) years – No  
Drivers – Clear License and no DUI in the last year

**The Ground Crew & specific Administrative Assistants will be required to have a driving record check as they are operating County equipment and vehicles.**

**The Event Security will be required to have a clear and valid driver license as they will be operating County golf carts.**

Walla Walla Fair and Frontier Days

September 2 through 6, 2020

Bill Ogg, CFE  
General Manager



## Walla Walla Board of County Commissioners

### Department Head Report

March 16, 2020

#### A. Fairgrounds Department Staffing

1. Temporary employees procured through Express Employment Professionals

#### B. Expand Fairgrounds Facility Usage:

##### 1. Event Reports:

- Lions Club Crab Feed
- WW Valley Cowboy Church
- Pheasants Forever
- JUGS
- WWCC Rodeo
- Elkhorn Media Home Show
- On-going Barrel Races, Team Ropings and Pennings and Private Events

##### 2. Future Events:

- WW FFA Alumni
- College Place HS Booster
- Blue Dog RV parking Lot Sale
- Rocky Mountain Elk Foundation
- VGBRA Barrel Daze
- Rainier Amusements Parking Lot Carnival
- WSHSRA

#### C. Walla Walla Fair 2020:

1. Oregon Beverage Services Contract
2. Ticket Sales Report
3. Security Issue
4. IAFE Managers Conference

**11:00**

**DEPARTMENT OF COMMUNITY HEALTH**

**Meghan DeBolt**

a) Department update and miscellaneous

11:15

HUMAN RESOURCES/RISK MANAGER

Shelly Peters

- a) Department update and miscellaneous
- b) **Active Agenda Items:**
  - 1) Possible discussion/decision re: any pending claims against the County

**11:30**

**COUNTY COMMISSIONERS**

- a) Miscellaneous or unfinished business  
to come before the Board

**12:00**

**RECESS**



1:30

**PROSECUTING ATTORNEY**

**Jim Nagle/Jesse Nolte**

- a) Miscellaneous business for the Board
- b) Possible executive session re:  
litigation or potential litigation  
(pursuant to RCW 42.30.110(i))

**a) Active Agenda Items:**

1) Possible discussion/decision re: any pending claims against the County

**b)** Possible executive session re: qualifications of an applicant for employment and/or review performance of a public employee (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(a)(b)), and/or litigation or pending litigation (pursuant to RCW 42.30.110(i))

2:00

## COUNTY COMMISSIONERS

- a) Interview applicants for previously publicized opening on the Walla Walla County Rural Library District Board of Trustees
- b) Possible executive session re: evaluate the qualifications of an applicant  
*(pursuant to RCW 42.30.110(g))*
- c) Possible discussion/decision re appointment to the Walla Walla County Rural Library District Board of Trustees

**- 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.*