

ADAMS COUNTY, COLORADO  
SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 12<sup>th</sup> day of March, 2012, by and between the Adams County Board of County Commissioners, located at 4430 South Adams Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Argus Event Staffing, LLC, located at 6408 South Quebec Street, Building One, Centennial, CO 80111, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

**SECTION I - SERVICES OF THE CONTRACTOR**

The Contractor shall be responsible for providing all expenses, equipment and materials necessary to provide treasury, parking and ticketing services for the 2012 Adams County Fair and Rodeo.

The parking and ticketing services shall be provided in accordance with the 2010 Request for Proposal document, which is attached hereto and incorporated herein as Exhibit "A" which includes the 2012 schedule, and the Contractor's response, which is attached hereto and incorporated herein as Exhibit "B".

**SECTION II - COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08**

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- A. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- C. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

- D. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- E. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- F. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- G. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- H. If Contractor violates this Section II of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

### **SECTION III - RESPONSIBILITIES OF THE COUNTY**

The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

### **SECTION IV - TERM**

The term of this Agreement shall be from August 1, 2012 through August 5, 2012.

### **SECTION V - PAYMENT AND FEE SCHEDULE**

The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the not to exceed amount of twenty-four thousand six hundred fifty seven dollars and forty cents (\$24,657.48). Argus Event Staffing agrees to decrease staffing if attendance to the Adams County and Rodeo is less than what is anticipated and adjust the proposed fee accordingly.

A. Invoices

Invoices will be submitted to the County by the Contractor on a monthly basis for services performed under this Agreement. Payment of the invoices by the County will be made within twenty-five (25) days of the receipt thereof.

B. Fund Availability

The County has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

**SECTION VI - INDEPENDENT CONTRACTOR**

In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant or subcontractor of the Contractor shall be deemed to be an employee, agent or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

**SECTION VII - NONDISCRIMINATION**

The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

**SECTION VIII - INDEMNIFICATION**

The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

**SECTION IX – INSURANCE**

The Contractor agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
Personal Injury Protection	Per Colorado Statutes

Workers' Compensation Insurance: Per Colorado Statutes

\* Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
-----------------	-------------

\* This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverages or policies required under this Agreement.

### **SECTION X - TERMINATION**

#### **A. For Cause**

If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

#### **B. For Convenience**

The County may terminate the Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If the Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under the Agreement, less payments previously made to the Contractor under the Agreement.

### **SECTION XI - MUTUAL UNDERSTANDINGS**

#### **A. Jurisdiction and Venue**

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17<sup>th</sup> Judicial District, Colorado.

#### **B. Compliance with Laws**

During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records under this Subcontract that are considered to be "Protected Health Information."

C. Record Retention

The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or county personnel.

D. Assignability

Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

E. Waiver

Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

F. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

G. Notice

Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt

of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For the County:

Adams County Purchasing  
4430 S. Adams Parkway  
Brighton, CO 80601  
Contact: Jennifer Tierney  
Phone: 720.523.6052  
Fax: 720.523.6058

and

Adams County Attorney's Office  
4430 S. Adams Parkway  
Brighton, Colorado 80601  
Phone: 720.523.6116  
Fax: 720.523.6114

For the Contractor:

Argus Event Staffing, LLC  
6408 South Quebec Street, Building One  
Centennial, CO 80111  
Contact: Chuck Grant  
Phone: 303-799-1140  
Fax: 720-238-7199

H. Integration of Understanding

This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

I. Severability

If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

J. Authorization

Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

**SECTION XII - CHANGE ORDERS OR EXTENSIONS**

- A. The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including but not limited to additional instructions, additional work, and the omission of work previously ordered. Such changes, including any increases or decreases in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the County and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

B. The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

*Mark Jensen*  
Chair

3-12-12  
Date

ATTEST:  
KAREN LONG  
CLERK AND RECORDER

*Karen Long*  
Deputy Clerk



APPROVED AS TO FORM:

*Jennifer Hanley*  
Adams County Attorney's Office

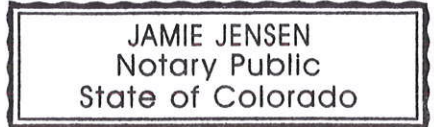
ARGUS EVENT SERVICES, LLC

*[Signature]*  
Signature  
Thompson C Smith / CEO  
Printed Name/Title

02-23-12  
Date

Signed and sworn to before me on this 15 day of March, 2012 by

*Jamie Jensen*  
Notary Public



My commission expires on: 12-22-2014



**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**


Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

ARGUS EVENT STAFFING  
Company Name

02-23-12  
Date

THOMPSON SMITH  
Name (Print or Type)

  
Signature

CEO / FOUNDER  
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

Exhibit "A"

# REQUEST FOR PROPOSAL

## 2009 Parking & Ticketing Services Adams County Fair

---

### MANDATORY PRE PROPOSAL MEETING

Date: March 11, 2010

Time: 1:00 P.M.

### PROPOSAL OPENING

Date: March 31, 2010

Time: 3:00 p.m.



---

**ADAMS COUNTY**  
**COLORADO**

---

The Adams County Board of Commissioners by and through its Purchasing Agent is accepting proposals for ticket and parking services. In addition we will require treasury services for parking and event ticket sales. Ticketing services includes event ticket takers and collecting fees for parking and fair events. The Parking services include personnel to efficiently direct traffic to designated parking areas at the Adams County Fair and Rodeo. The 2010 fair will be from August 4<sup>th</sup> through August 8<sup>th</sup>.

**A Mandatory Pre-Proposal meeting** will be held at the Adams County Regional Park Office located at 9755 Henderson Road, 2<sup>nd</sup> floor, Brighton, Colorado 80601, **March 11, 2010 at 1:00 P.M.** All prospective contractors, subcontractors and suppliers are welcome to attend.

Final questions are due on March 23, 2010 by 4:30 P.M. Questions must be submitted in writing to [lestrada@co.adams.co.us](mailto:lestrada@co.adams.co.us) or fax to 303-654-6058.

Sealed proposals will be received at the office of the Purchasing Agent, Adams County Administration Building, 450 South 4<sup>th</sup> Avenue, Sixth Floor, Brighton, Colorado, 80601, **up to 3:00 p.m. on March 31, 2010.**

The proposal opening time shall be according to our clock. No proposals will be accepted after the time and date established above, except by written addenda.

Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.

Three (3) copies of the proposal are required. If brochures or other supportive documents are requested, then it is required that 6 sets be submitted with your proposal.

All proposals must be signed.

Whenever addenda's are required, they must be acknowledged in the proposal.

Proposals may be withdrawn after the date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of offerors name from the Vendor's List for a period of twelve months from the date of this opening.

If a formal contract is required, the Proposer agrees and understands a Notice of Award does not constitute a contract or otherwise create a property interest of any nature until an Agreement is signed by the awardee and the Board of County Commissioners.

The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office.

The County assumes no responsibility for failure of any telephone equipment, either within its facilities or from outside causes.

The County assumes no responsibility for proposals being either opened early or improperly routed if the envelope is not clearly marked on the outside **2010 PARKING/TICKETING SERVICES.**

In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County Offices for any reason, the Purchasing Agent has the prerogative of rescheduling the bid opening time and date. No offeror will be considered above all other offerors by

having met the opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Commissioner to close the Adams County Offices.

Proposals must be furnished exclusive of taxes.

No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.

If submitting a joint venture proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal. Proposer warrants the joint venture/partnership is authorized to conduct business within the State of Colorado.

If proposer is a corporation, proposer warrants the corporation is in good standing with the Colorado Secretary of State and authorized to conduct business within the State of Colorado.

The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals including, but not limited to, any proposal which does not meet bonding requirements, or proposals which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or proposals from offerors who lack experience or financial responsibility, or proposals which are not made to form. The County reserves the right not to award contracts to the lowest and most responsive offeror, and may require new proposals.

The County reserves the right to reject proposals of offerors who lack experience, financial responsibility or whose proposals are not to form.

The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting, whichever is later, when the public interest will be served thereby.

Only sealed proposals received by the Purchasing Department will be accepted; proposals submitted by telephone, facsimile machines are not acceptable.

Adams County is an Equal Opportunity Employer.

Questions about this Request for Proposal shall be referred to Liz Estrada, Adams County Purchasing Agent, who may be reached at (303) 654-6052 or via email at [lestrada@co.adams.co.us](mailto:lestrada@co.adams.co.us).

## **TERM**

The term of this agreement will be for one year with an option to renew for two additional one-year terms.

## **EVALUATION CRITERIA**

This service will be evaluated based upon the following criteria:

- Vendor Qualifications
- List of current and former clients
- Vendor's ability with working on events of similar size and scope
- Proposed Service Plan

- Providing Equipment and Supplies necessary to perform this service

## **PERSONNEL DESCRIPTION/DUTIES**

**Ticket Sellers** – Cash handling personnel, selling tickets at event gate

**Gate Collectors** – Cash handling personnel, selling parking tickets and checking parking passes

**Ticket Takers** – Personnel taking tickets and/or checking wristbands at event gate

**Treasury Service handlers** – Cash handling personnel; distribution of funds and balancing tickets sold and cash received; deliver cash to Adams County personnel. A secure area will be provided and Adams County will supply all tickets to be sold at the fair (parking and events).

**Designated Representative** – Vendor will identify a designated representative for counting and reconciling cash drawers and collections, and who will serve as the liaison between vendor and Adams County

**A designated supervisor must be present at all times during the duration of the Adams County Fairs.**

## **VENDOR RESPONSIBILITIES/REQUIREMENTS**

The vendor is responsible for scheduling all rest, lunch and dinner breaks and any personnel shifts and/or changes.

- o Adams County reserves the right to reassign ticket personnel as needed
- o All personnel must be bonded and be a minimum of 18 years of age
- o Contractor will be required to sign a Service Agreement with Adams County for these services

## **PARKING AND TICKETING SERVICES SCHEDULE**

The bidding organization will provide manpower for the shifts described in **Attachment A** – times and events are subject to change

The vendor, Fair Managers, a representative from the Adams County Finance Department and a representative from the Adams County Sheriff's Office will review the final detailed schedule for ticket services.

A designated supervisor must be present at all times during the duration of the Adams County Fair.

## **INSURANCE REQUIREMENTS**

The Contractor will be required to procure and maintain, at his own expense and without cost to the County, the kinds and minimum amounts of insurance as follows:

### **I. Comprehensive General Liability**

In the amount of not less than \$1,000,000 dollars per person and \$2,000,000 dollars aggregate. Coverage to include:

- A. Premises
- B. Products/Completed Operations
- C. Broad Form Comprehensive, General Liability
- D. Adams County as Additional Insured

II. Comprehensive Automobile Liability

In the amount not less than \$1,000,000 dollars minimum combined coverage.

III. Employers Liability and Workers' Compensation

The Contractor shall secure and maintain employer's liability and Workers' Compensation Insurance in compliance with the laws of the State of Colorado to protect them against any and all claims resulting from injuries to and death of workers engaged in work under this Agreement.

IV. Professional Liability

Contractor shall maintain Professional Liability (sometimes referred to as errors and omissions insurance) in amounts not less than \$500,000 dollars.

Certificate of Insurance

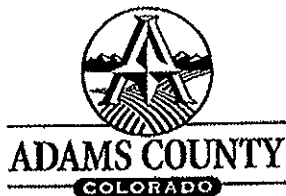
The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.

All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the bid or project must appear on the certificate of insurance.

1. Underwriters shall have no right of recovery or subrogation against Adams County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
2. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
3. The insurance companies issuing the policy or policies shall have no response against Adams County for payment of any premiums due or for any assessments under any form of any policy.
4. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Agent of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Contractor in

obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.



**ADAMS COUNTY  
PROPOSAL SIGNATURE PAGE  
2010 Parking/Ticketing Services RFP  
Page 1 of 1**

**VENDOR'S STATEMENT**

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # \_\_\_\_\_ Addenda # \_\_\_\_\_ Addenda # \_\_\_\_\_

If None, Please write NONE.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TYPE OF ENTITY (CORPORATION,  
GENERAL PARTNERSHIP, ETC.)

\_\_\_\_\_  
TAX IDENTIFICATION NUMBER

\_\_\_\_\_  
STATE OF INCORPORATION,  
IF APPLICABLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
PRINTED SIGNATURE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
COUNTY

\_\_\_\_\_  
TITLE (Corporate Officer/Manager/General  
or Registered Agent, or General or  
Managing Partner)



COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

## CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering



**REQUEST FOR PROPOSAL  
FOR  
2010 PARKING SERVICES/ADAMS COUNTY  
FAIR AND RODEO  
March 22, 2010**

Addendum No. 1 clarifies or changes the following section:

1. The Regional Park staff's as estimate for orange cones is 300.
2. Signs will be 18 inches x 24 inches
3. The Parking Schedule has been revised. See attached.

**Receipt of this addendum must be acknowledged in the Proposal Tab.**

If you have any questions, please call me at 303-654-6052.

Liz Estrada  
Purchasing Agent

End of Addendum One.



**EVENT STAFFING PROPOSAL FOR  
2011 Adams County Fair**

EVENT: 2011 Adams County Fair  
 DATE: 8-4-7-2011 LAST REVISION: 7/13/2011

POSITION	# STAFF	TIME IN	TIME OUT	RATES	TOTAL HRS	EST COST
<b>Wednesday, August 3, 2011</b>						
Event Manager	1	9:00 AM	10:30 PM	\$22.51	13.5	\$ 303.89

1 13.5 \$ 303.89

Parking Supervisor	1	9:00 AM	10:30 PM	\$18.03	13.5	\$ 243.41
Parking Supervisor	1	9:00 AM	10:30 PM	\$18.03	13.5	\$ 243.41

2 27 \$ 486.81

Grandstand Sellers	0	5:00 PM	9:00 PM	\$16.11	0	\$ -
GS Ticket Takers	0	5:00 PM	9:00 PM	\$16.11	0	\$ -
GS Gate Attendants	0	5:00 PM	10:00 PM	\$16.11	0	\$ -

0 0 \$ -

Directional Staff	0	4:00 PM	9:00 PM	\$16.11	0	\$ -
VIP Lots	0	4:00 PM	9:00 PM	\$16.11	0	\$ -
Parking Seller	0	9:30 AM	9:00 PM	\$16.11	0	\$ -
Parking Seller	0	4:00 PM	9:00 PM	\$16.11	0	\$ -
Lot Flaggers	3	9:00 AM	9:00 PM	\$16.11	36	\$ 579.96

3 36 \$ 579.96

<b>Thursday, August 4, 2011</b>						
Event Manager	1	7:00 AM	12:00 AM	\$22.51	17	\$ 382.67

1 17 \$ 382.67

Parking Supervisor	1	7:00 AM	10:00 PM	\$18.03	15	\$ 270.45
Parking Supervisor	1	7:00 AM	10:00 PM	\$18.03	15	\$ 270.45

2 30 \$ 540.90

Grandstand Sellers	4	5:30 PM	9:00 PM	\$16.11	14	\$ 225.54
GS Ticket Takers	4	5:30 PM	9:00 PM	\$16.11	14	\$ 225.54
GS Gate Attendants	2	5:30 PM	10:00 PM	\$16.11	9	\$ 144.99

10 37 \$ 596.07

Directional Staff	6	8:00 AM	3:00 PM	\$16.11	42	\$ 676.62
Directional Staff	6	3:00 PM	10:00 PM	\$16.11	42	\$ 676.62
VIP Lots	2	7:00 AM	10:00 PM	\$16.11	30	\$ 483.30
Parking Sellers	2	8:00 AM	10:00 PM	\$16.11	28	\$ 451.08
Lot Flaggers	3	8:00 AM	9:00 PM	\$16.11	39	\$ 628.29
Lot Flaggers	7	3:00 PM	9:00 PM	\$16.11	42	\$ 676.62

26 181 \$ 3,592.53

FRIDAY/AUGUST 05, 2011						
Event Manager	1	8:00 AM	12:00 AM	\$22.51	16	\$ 360.16

1 16 \$ 360.16

Parking Supervisor	1	8:00 AM	11:30 PM	\$18.03	15.5	\$ 279.47
Parking Supervisor	1	8:00 AM	11:30 PM	\$18.03	15.5	\$ 279.47

2 31 \$ 558.93

Directional Staff	6	9:00 AM	3:00 PM	\$16.11	36	\$ 579.96
Directional Staff	6	3:00 PM	10:00 PM	\$16.11	42	\$ 676.62
VIP lots	2	8:00 AM	9:00 PM	\$16.11	26	\$ 418.86
Parking Sellers	2	9:00 AM	10:00 PM	\$16.11	26	\$ 418.86
Parking Sellers	2	3:00 PM	10:00 PM	\$16.11	14	\$ 225.54
Lot Flaggers	4	8:00 AM	3:00 PM	\$16.11	28	\$ 451.08
Lot Flaggers	10	3:00 PM	9:30 PM	\$16.11	65	\$ 1,047.15

32 237 \$ 3,818.07

Grandstand Sellers	4	5:00 PM	9:00 PM	\$16.11	16	\$ 257.76
GS Ticket Takers	4	5:00 PM	9:00 PM	\$16.11	16	\$ 257.76
GS Gate Attendants	3	5:00 PM	10:00 PM	\$16.11	15	\$ 241.65
GS Pit Pass checker	1	9:30 AM	10:00 PM	\$16.11	12.5	\$ 201.38

12 59.5 \$ 958.55

SATURDAY/AUGUST 06, 2011						
Event Manager	1	8:00 AM	12:00 AM	\$22.51	16	\$ 360.16

1 16 \$ 360.16

Parking Supervisor	1	8:30 AM	11:00 PM	\$18.03	14.5	\$ 261.44
Parking Supervisor	1	8:30 AM	11:00 PM	\$18.03	14.5	\$ 261.44

2 29 \$ 522.87

Grandstand Sellers	4	5:00 PM	9:00 PM	\$16.11	16	\$ 257.76
GS Ticket Takers	4	5:00 PM	9:00 PM	\$16.11	16	\$ 257.76
GS Gate Attendants	4	5:00 PM	10:00 PM	\$16.11	20	\$ 322.20

12 52 \$ 837.72

Parking Sellers	1	8:00 AM	10:00 PM	\$16.11	14	\$ 225.54
Parking Sellers	2	9:30 AM	10:00 PM	\$16.11	25	\$ 402.75
Parking Sellers	2	2:00 PM	10:00 PM	\$16.11	16	\$ 257.76
Gate Collectors	0	4:00 PM	10:00 PM	\$16.11	0	\$ -
Directional Staff	6	9:00 AM	11:00 PM	\$16.11	84	\$ 1,353.24
VIP lots	2	8:00 AM	11:00 PM	\$16.11	30	\$ 483.30
Lot Flaggers	3	8:00 AM	11:00 PM	\$16.11	45	\$ 724.95
Lot Flaggers	3	9:30 AM	11:00 PM	\$16.11	40.5	\$ 652.46
Lot Flaggers	8	3:00 PM	11:00 PM	\$16.11	64	\$ 1,031.04

27 318.5 \$ 5,131.04

**Sunday, August 10, 2010**

Event Manager	1	8:00 AM	11:00 PM	\$22.51	15	\$ 337.65
---------------	---	---------	----------	---------	----	-----------

1 15 \$ 337.65

Parking Supervisor	1	8:00 AM	10:00 PM	\$18.03	14	\$ 252.42
Parking Supervisor	1	8:00 AM	10:00 PM	\$18.03	14	\$ 252.42

2 28 \$ 504.84

Grandstand Sellers	4	11:00 AM	7:00 PM	\$16.11	32	\$ 515.52
GS Ticket Takers	4	11:00 AM	7:00 PM	\$16.11	32	\$ 515.52
GS Gate Attendants	4	12:00 PM	7:00 PM	\$16.11	28	\$ 451.08

12 92 \$ 1,482.12

Parking Sellers	2	8:00 AM	3:00 PM	\$16.11	14	\$ 225.54
Parking Sellers	3	11:00 AM	8:00 PM	\$16.11	27	\$ 434.97
Gate Collectors	0	12:00 PM	10:00 PM	\$16.11	0	\$ -
Directional Staff	6	9:00 AM	8:00 PM	\$16.11	66	\$ 1,063.26
VIP Lots	2	8:00 AM	8:00 PM	\$16.11	24	\$ 386.64
Flaggers	6	8:00 AM	6:00 PM	\$16.11	60	\$ 966.60
Flaggers	8	12:00 PM	7:00 PM	\$16.11	56	\$ 902.16

27 247 \$ 3,979.17

Manager				\$22.51	77.5	\$ 1,744.53
Supervisors				\$18.03	145	\$ 2,614.35
Staff				\$16.11	1260	\$ 20,298.60

**TOTAL \$ 24,657.48**

EXhibit "B"



October 27, 2011

Mary Willis  
Co-Fair Manager  
Adams County Fair  
9755 Henderson Road  
Brighton, CO 80601

Ms Willis,

Argus Event Staffing, LLC has thoroughly enjoyed working with you and your Fair team for the past few years. We truly feel as if we are partners with you. The Argus team and the Fair team work well together and it is our intention to continue this relationship for years to come.

Each year we have worked with you to institute new and innovative procedures in parking with an end result of an increase in revenue each year we have been working with Fair Management.

We are hopeful that we can have the option to renew our contract for 2012. In the spirit of being a good partner, it would be our intention to leave the rates static for the upcoming year.

As always, please feel free to contact me with any questions or concerns you may have.

Respectfully,

Chuck Grant  
Argus Event Staffing, LLC.  
Senior Director of Operations

THE UNIVERSITY OF COLORADO  
Boulder, Colorado 80509  
303.440.1111  
www.colorado.edu



THE UNIVERSITY OF COLORADO  
Boulder, Colorado 80509  
303.440.1111  
www.colorado.edu

Flaggers	7	3:00 PM	9:00 PM	\$ 16.11	42	\$ 676.62
----------	---	---------	---------	----------	----	-----------

23 162 \$ 2,609.82

Ticket Sellers	4	5:00 PM	9:00 PM	\$ 16.11	16	\$ 257.76
Ticket Takers	4	5:00 PM	9:00 PM	\$ 16.11	16	\$ 257.76
Pit Pass Seller	1	11:00 AM	3:00 PM	\$ 16.11	4	\$ 64.44
Pit Pass Seller	2	3:00 PM	8:00 PM	\$ 16.11	10	\$ 161.10
Gate Attendants	3	5:30 PM	9:30 PM	\$ 16.11	12	\$ 193.32

14 58 \$ 934.38

<b>Friday, August 16, 2010</b>						
Cash Manager	1	8:00 AM	12:00 AM	\$ 22.51	16	\$ 360.16

1 16 \$ 360.16

Supervisor	1	8:30 AM	11:30 PM	\$ 18.03	15	\$ 270.45
------------	---	---------	----------	----------	----	-----------

1 15 \$ 270.45

Gate Collectors	2	9:00 AM	3:00 PM	\$ 16.11	12	\$ 193.32
Gate Collectors	2	3:00 PM	9:00 PM	\$ 16.11	12	\$ 193.32
Gate Collectors	2	5:00 PM	9:00 PM	\$ 16.11	8	\$ 128.88
Parking Attendants	6	9:00 AM	10:00 PM	\$ 16.11	78	\$ 1,256.58
VIP Gate Collector	2	8:00 AM	10:00 PM	\$ 16.11	28	\$ 451.08
Flaggers	4	9:00 AM	3:00 PM	\$ 16.11	24	\$ 386.64
Flaggers	8	8:00 AM	11:00 PM	\$ 16.11	120	\$ 1,933.20

26 282 \$ 4,543.02

<b>Saturday, August 17, 2010</b>						
Cash Manager	1	8:00 AM	12:00 AM	\$ 22.51	16	\$ 360.16

1 16 \$ 360.16

Supervisor	1	8:30 AM	10:00 PM	\$ 18.03	13.5	\$ 243.41
------------	---	---------	----------	----------	------	-----------

1 13.5 \$ 243.41

Ticket Sellers	4	5:00 PM	8:30 PM	\$ 16.11	14	\$ 225.54
Ticket Takers	4	5:00 PM	8:30 PM	\$ 16.11	14	\$ 225.54
Gate Attendants	4	5:00 PM	10:00 PM	\$ 16.11	20	\$ 322.20

12 48 \$ 773.28

Gate Collectors	1	8:00 AM	10:00 PM	\$ 16.11	14	\$ 225.54
Gate Collectors	2	9:30 AM	10:00 PM	\$ 16.11	25	\$ 402.75
Gate Collectors	1	11:00 AM	10:00 PM	\$ 16.11	11	\$ 177.21