



Board of County Commissioners

Eva J. Henry - District #1
Charles "Chaz" Tedesco - District #2
Erik Hansen - District #3
Steve O'Dorisio - District #4
Mary Hodge - District #5

PUBLIC HEARING AGENDA

NOTICE TO READERS: The Board of County Commissioners' meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Board members to gain a basic understanding, thus eliminating lengthy discussions. Timely action and short discussion on agenda items does not reflect a lack of thought or analysis on the Board's part. An informational packet is available for public inspection in the Board's Office one day prior to the meeting.

THIS AGENDA IS SUBJECT TO CHANGE

Tuesday
January 16, 2018
9:30 AM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

4. AWARDS AND PRESENTATIONS

- A.** Proclamation of National Radon Action Month January 1-31, 2018

5. PUBLIC COMMENT

A. Citizen Communication

A total of 30 minutes is allocated at this time for public comment and each speaker will be limited to 3 minutes. If there are additional requests from the public to address the Board, time will be allocated at the end of the meeting to complete public comment. The chair requests that there be no public comment on issues for which a prior public hearing has been held before this Board.

B. Elected Officials' Communication

6. CONSENT CALENDAR

- A.** Minutes of the Commissioners' Proceedings from January 9, 2018
- B.** Resolution Regarding Defense and Indemnification of Michael McIntosh, Robert Mesch, and Steven Zito as Defendants Pursuant to C.R.S. § 24-10-101, Et Seq.
(File was approved by ELT)

- C. Resolution Regarding Defense and Indemnification of Michael McIntosh, Robert Mesch, and James Graham as Defendants Pursuant to C.R.S. § 24-10-101, Et Seq.
(File was approved by ELT)
- D. Resolution Approving the Facility Rental Contract for the Rental of the Adams County Regional Park Complex
(File was approved by ELT)
- E. Resolution Authorizing Casandra Vossler, Fair & Special Events Manager, to Enter into Entertainment, Food Concessions, and Exhibitor/Vendor Agreements for the Purpose of Securing Entertainment, Food Vending, and Exhibitors/Vendors for the 2018 Adams County Stars and Stripes Celebration and County Fair
(File was approved by ELT)
- F. Resolution Regarding Defense and Indemnification of Dave Young, Natalie Scarpella and Von Bailey as Defendants Pursuant to C.R.S. § 24-10-101, Et Seq.
(File was approved by ELT)
- G. Resolution Adopting Commissioners' 2018 Committee Appointments
(File was approved by ELT)
- H. Resolution Approving the First Amendment to the Purchase and Sale Contract between Adams County and IVE Colorado LLC, Jacobs Colorado LLC, and King Paul 1 LLC for Land for the Adams Youth Services Center
(File was approved by ELT)
- I. Amended Resolution Establishing the Adams County Veterans Advisory Commission
(File was approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

B. COUNTY ATTORNEY

8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) for the Purpose of Receiving Legal Advice Regarding Pending Litigation

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

MINUTES OF COMMISSIONERS' PROCEEDINGS FOR
TUESDAY, JANUARY 9, 2018

1. ROLL CALL (09:04 AM)
Present: All Commissioners present.
Excused:
2. PLEDGE OF ALLEGIANCE (09:05 AM)
3. MOTION TO APPROVE AGENDA (09:05 AM)
Motion to Approve 3. MOTION TO APPROVE AGENDA Moved by Mary Hodge, seconded by Steve O'Doriso, unanimously carried.
4. BOARD OF COUNTY COMMISSIONERS 2018 REORGANIZATION (09:05 AM)
Motion to appoint Commissioner Hodge as Chair
Motion to Approve Motion to appoint Commissioner Hodge as Chair Moved by Steve O'Doriso, seconded by Charles "Chaz" Tedesco, unanimously carried.
Motion to appoint Commissioner Tedesco as Vice-Chair
Motion to Approve Motion to appoint Commissioner Tedesco as Vice-Chair Moved by Steve O'Doriso, seconded by Eva J. Henry, unanimously carried.
5. AWARDS AND PRESENTATIONS (09:07 AM)
 - A. 18-002 Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award (09:07 AM)
 - B. 18-003 Government Finance Officers Association 2016 Excellence in Financial Reporting Award
 - D. 18-001 Employees of the Season Presentation (09:24 AM)
6. PUBLIC COMMENT (09:56 AM)
 - A. Citizen Communication

A total of 30 minutes is allocated at this time for public comment and each speaker will be limited to 3 minutes. If there are additional requests from the public to address the Board, time will be allocated at the end of the meeting to complete public comment. The chair requests that there be no public comment on issues for which a prior public hearing has been held before this Board.
 - B. Elected Officials' Communication (10:00 AM)
7. CONSENT CALENDAR (10:02 AM)
 - A. 18-044 List of Expenditures Under the Dates of December 1-7, 2017
 - B. 18-045 List of Expenditures Under the Dates of December 8-13, 2017
 - C. 18-046 List of Expenditures Under the Dates of December 14-22, 2017
 - D. 18-050 List of Expenditures Under the Dates of December 26-29, 2017
 - E. 18-053 Minutes of the Commissioners' Proceedings from January 2, 2018
 - F. 18-022 Resolution Approving Colorado Preschool Program Intergovernmental Agreement 2017-2018 between Adams County Head Start and Adams County School District 14 (File was approved by ELT)
 - G. 18-023 Resolution Approving the Agreement between Adams County and the Colorado

Department of Labor and Employment for Workforce Development Programs (File was approved by ELT)

- H. 18-032 Resolution Approving Assignment and Assumption of Contracts for the Home Investment Partnerships (HOME) Program and Community Development Block Grant (CDBG) Contracts (File was approved by ELT)
- I. 18-035 Resolution Approving Arbitrators for Property Valuation Appeals (File was approved by ELT)
- J. 18-043 Resolution Approving the Inaugural Arts and Culture Master Plan (File was approved by ELT)

Motion to Approve 7. CONSENT CALENDAR Moved by Eva J. Henry, seconded by Steve O'Doriso, unanimously carried.

8. NEW BUSINESS (10:02 AM)

A. COUNTY MANAGER (10:02 AM)

- 1. 18-007 Resolution Awarding an Agreement between Adams County and Big Paulie Productions LLC for Concert Production Services (File was approved by ELT) (10:02 AM)
Motion to Approve 1. 18-007 Resolution Awarding an Agreement between Adams County and Big Paulie Productions LLC for Concert Production Services (File was approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Doriso, unanimously carried.
- 2. 18-028 Resolution Approving Amendment Two to the Agreement between Adams County and Stream Design LLC, for Additional Services (File was approved by ELT) (10:04 AM)
Motion to Approve 2. 18-028 Resolution Approving Amendment Two to the Agreement between Adams County and Stream Design LLC, for Additional Services (File was approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Doriso, unanimously carried.
- 3. 18-031 Resolution Awarding an Agreement between Adams County and Energes Services LLC, for the Twin Lakes Park Improvements and Clear Creek Trail Replacement (File was approved by ELT) (10:07 AM)
Motion to Approve 3. 18-031 Resolution Awarding an Agreement between Adams County and Energes Services LLC, for the Twin Lakes Park Improvements and Clear Creek Trail Replacement (File was approved by ELT) Moved by Eva J. Henry, seconded by Erik Hansen, unanimously carried.

B. COUNTY ATTORNEY

- 9. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Instructing Negotiators Regarding Proposed RTA (10:09 AM)
Motion to Approve 9. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Instructing Negotiators Regarding Proposed RTA Moved by Charles "Chaz" Tedesco, seconded by Eva J. Henry, unanimously carried.

10. LAND USE HEARINGS (10:09 AM)

A. Cases to be Heard (10:10 AM)

- 1. 18-040 RCU2017-00032 Oak Leaf Hudson (File was approved by ELT) (10:10 AM)
Motion to Approve 1. 18-040 RCU2017-00032 Oak Leaf Hudson (File was approved by ELT) Moved by Steve O'Doriso, seconded by Charles "Chaz" Tedesco, unanimously carried.
- 2. 18-041 RCU2017-00037 Hill Rezoning (File was approved by ELT) (10:15 AM)

Motion to Approve 2. 18-041 RCU2017-00037 Hill Rezoning

(File was approved by ELT) Moved by Charles "Chaz" Tedesco, seconded by Eva J. Henry, passed with a roll call vote 4:1.

3. 18-033 PRC2017-00007 Midtown Third Amendment to the Preliminary Development Plan
(File was approved by ELT) (10:28 AM)

Motion to Approve 3. 18-033 PRC2017-00007 Midtown Third Amendment to the Preliminary Development Plan

(File was approved by ELT) Moved by Charles "Chaz" Tedesco, seconded by Eva J. Henry, unanimously carried.

11. ADJOURNMENT (12:42 PM)

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 16, 2018
SUBJECT: Resolution Regarding Defense and Indemnification of Michael McIntosh, Robert Mesch and Steven Zito as Defendants Pursuant to C.R.S. § 24-10-101, et seq., 17-cv-02043
FROM: Heidi M. Miller, County Attorney
AGENCY/DEPARTMENT: County Attorney's Office
HEARD AT STUDY SESSION ON N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Adopt the Resolution Regarding Defense and Indemnification of Michael McIntosh, Robert Mesch and Steven Zito as Defendants Pursuant to C.R.S. § 24-10-101, et seq.

BACKGROUND:

The Board of County Commissioners formally indemnifies employees and elected officials who are named as defendants in civil lawsuits. The County Attorney's Office has reviewed the facts of the above noted lawsuit and has determined that the employees/elected officials named in the lawsuit were acting within the course and scope of their employment at all relevant times.

The County Attorney's Office is recommending that the following employees/elected officials be indemnified for any potential damages that might arise out of this litigation: Michael McIntosh, Robert Mesch and Steven Zito.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Sheriff's Office

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Potential fiscal impact is unknown. If litigation results in settlement or judgment against the County or its employees/elected officials, there would be a fiscal impact. The potential amount of that impact is impossible to estimate at this time.

RESOLUTION REGARDING DEFENSE AND INDEMNIFICATION OF MICHAEL
MCINTOSH, ROBERT MESCH, AND STEVEN ZITO AS DEFENDANTS
PURSUANT TO C.R.S. § 24-10-101, ET SEQ.

WHEREAS, Adams County is a public entity pursuant to the Colorado Governmental Immunity Act; and,

WHEREAS, Adams County is obligated to bear the cost of the defense of its elected officials and employees and pay all judgments entered against its elected officials and employees pursuant to the Colorado Governmental Immunity Act so long as they acted within the course and scope of their employment and their acts were not willful and wanton; and,

WHEREAS, Michael McIntosh, Robert Mesch and Steven Zito have been named as defendants in the matter of *Eric Brandt v. Robert Mesch, et al.* in the U.S. District Court for the District of Colorado, Case Number 17-cv-02043 with said Defendants, being employees of Adams County at the time of the incident described in the Complaint; and,

WHEREAS, initial investigation has revealed to the satisfaction of the Board of County Commissioners and the determination has been made that the Defendants appear to have acted within the course and scope of their employment and their actions do not appear to be willful and wanton; and,

WHEREAS, pursuant to C.R.S. §§ 24-10-110, 24-10-113 and 24-10-118(5) Adams County hereby determines that it is in the public interest to bear the cost of defense for the Defendants against all asserted claims for compensatory and punitive damages which may be pled and to pay or settle any such compensatory and punitive damage claims against said Defendants; and,

WHEREAS, in exchange for such defense, the Defendants are required to cooperate fully in the defense of this matter, including but not limited to, assisting in the discovery process, participating in mediation, facilitation, or other measures deemed appropriate by the Board of County Commissioners, and Defendants acknowledge that Adams County may settle on behalf of the Defendants any or all asserted claims, including those for personal liability and punitive damages.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Adams County shall bear the cost of defense for Michael McIntosh, Robert Mesch and Steven Zito against all asserted claims for

compensatory and punitive damages which may be pled and to pay or settle any such compensatory and punitive damage claims against said Defendants in the matter of *Eric Brandt v. Robert Mesch, et al.*

IT IS FURTHER RESOLVED that the Adams County Attorney is directed to enter her appearance as counsel for Defendants and to defend this matter.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 16, 2018
SUBJECT: Resolution Regarding Defense and Indemnification of Michael McIntosh, Robert Mesch and James Graham as Defendants Pursuant to C.R.S. § 24-10-101, et seq., 17-cv-02043
FROM: Heidi Miller, County Attorney
AGENCY/DEPARTMENT: County Attorney's Office
HEARD AT STUDY SESSION ON N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Adopt the Resolution Regarding Defense and Indemnification of Michael McIntosh, Robert Mesch and James Graham as Defendants Pursuant to C.R.S. § 24-10-101, et seq.

BACKGROUND:

The Board of County Commissioners formally indemnifies employees and elected officials who are named as defendants in civil lawsuits. The County Attorney's Office has reviewed the facts of this lawsuit and it has been determined that the employees/elected officials named in the lawsuit were acting within the course and scope of their employment at all relevant times.

The County Attorney's Office is recommending that the following employees/elected officials be indemnified for any potential damages that might arise out of this litigation: Michael McIntosh, Robert Mesch, and James Graham.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Sheriff's Office

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Potential fiscal impact is unknown. If litigation results in settlement or judgment against the County or its employees/elected officials, there would be a fiscal impact. The potential amount of that impact is impossible to estimate at this time.

RESOLUTION REGARDING DEFENSE AND INDEMNIFICATION OF MICHAEL MCINTOSH, ROBERT MESCH, AND JAMES GRAHAM AS DEFENDANTS PURSUANT TO C.R.S. § 24-10-101, ET SEQ.

WHEREAS, Adams County is a public entity pursuant to the Colorado Governmental Immunity Act; and,

WHEREAS, Adams County is obligated to bear the cost of the defense of its elected officials and employees and pay all judgments entered against its elected officials and employees pursuant to the Colorado Governmental Immunity Act so long as they acted within the course and scope of their employment and their acts were not willful and wanton; and,

WHEREAS, Michael McIntosh, Robert Mesch, and James Graham have been named as defendants in the matter of *Adrian Brown v. Robert Mesch, et al.* in the U.S. District Court for the District of Colorado, Case Number 17-cv-02623 with said Defendants, being employees of Adams County at the time of the incident described in the Complaint; and,

WHEREAS, initial investigation has revealed to the satisfaction of the Board of County Commissioners and the determination has been made that the Defendants appear to have acted within the course and scope of their employment and their actions do not appear to be willful and wanton; and,

WHEREAS, pursuant to C.R.S. §§ 24-10-110, 24-10-113 and 24-10-118(5) Adams County hereby determines that it is in the public interest to bear the cost of defense for the Defendants against all asserted claims for compensatory and punitive damages which may be pled and to pay or settle any such compensatory and punitive damage claims against said Defendants; and,

WHEREAS, in exchange for such defense, the Defendants are required to cooperate fully in the defense of this matter, including but not limited to, assisting in the discovery process, participating in mediation, facilitation, or other measures deemed appropriate by the Board of County Commissioners, and Defendants acknowledge that Adams County may settle on behalf of the Defendants any or all asserted claims, including those for personal liability and punitive damages.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Adams County shall bear the cost of defense

for Michael McIntosh, Robert Mesch, and James Graham against all asserted claims for compensatory and punitive damages which may be pled and to pay or settle any such compensatory and punitive damage claims against said Defendants in the matter of *Adrian Brown v. Robert Mesch, et al.*

IT IS FURTHER RESOLVED that the Adams County Attorney is directed to enter her appearance as counsel for Defendants and to defend this matter.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 16, 2018
SUBJECT: Approval of Regional Park Facility Contract revisions
FROM: Nathan Mosley, Parks & Open Space Direction and Casandra Vossler, Fair & Special Events Manager
AGENCY/DEPARTMENT: Parks and Open Space
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the revisions

BACKGROUND:

Adams County Parks and Open Space provides areas and facilities for use by individuals and groups. All of these users are required to sign a rental agreement when utilizing the spaces.

Adams County Parks and Open Space made changes to the previous contract to reflect the increased security rates. This is a result of moving from a private security company to the Adams County Sheriff's Department.

Adams County Parks and Open space also made changes to the insurance requirements to standardize the requirement across all facility rentals. The current requirement of \$1 million General Liability and \$2 million General Aggregate were determined to be the necessary requirements for all special events held at the Regional Park and Fairgrounds per the Adams County Attorney.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney

ATTACHED DOCUMENTS:

Resolution
Adams County Regional Park Facility Rental Contract

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 01
Cost Center: 5010

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: **YES** **NO**

Future Amendment Needed: **YES** **NO**

Additional Note:

RESOLUTION APPROVING THE FACILITY RENTAL CONTRACT FOR THE RENTAL OF THE ADAMS COUNTY REGIONAL PARK COMPLEX

WHEREAS, the Adams County Parks and Open Space Department provides a variety of areas and facilities for use by individuals, organizations, community groups, city and County government entities and County departments; and,

WHEREAS, the Facility Rental Contract of the Adams County Regional Park Complex is for those individuals and groups renting the areas and facilities at the Regional Park; and,

WHEREAS, revisions have been made to the contract and have been reviewed by the Adams County Parks Department, the Adams County Attorney's Office and the Board of County Commissioners.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the revisions to the Facility Contract of the Adams County Regional Park Complex and General Grounds which are attached hereto and incorporated herein by this reference, are hereby approved.

Complex Rental Agreement #

This agreement is entered into on _____ by the County of Adams, Colorado located at 4430 South Adams County Parkway, Brighton, Colorado 80601 (the 'County') and _____ (the 'Tenant').

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

1. Rental Premises and Use of Premise.

The county leases to the Tenant the following described property (Premises). The Tenant shall have the rights to use the Premises for the following purpose(s) ONLY, and should end at the following times:

- Purpose(s):
- Premise(s):
- Start Date/Time:
- End Date/Time:
- User Type:

2. Estimated Number of Attendance.

Tenant will estimate the number of attendees during the function. Tenant's security deposit may be forfeited if the number of persons attending the function is more than 15% greater than estimated.

3. Tenant Fees.

The fees for the use of the Premises are as follows:

- Facility Fee:
- Security Deposit:
- Security Fee:
- Other Fees:

4. Additional Tenant Fees, Expenses.

A. Damage Deposit

Tenant's damage deposit is required to place requested date on hold. The deposit will be processed for refund within thirty (30) days following the event and upon determination by the County that no clean up, additional fees, or damage payments are required. All or part of the deposit may be retained by the County to pay for cleanup, additional fees, and/or repairs. The County reserves the right to retain damage deposit due to any violation of the liquor policy.

B. Tenant Fees

Tenant Fees shall be payable as follows:

1. If the Premises are leased thirty (30) days or more before the date of the scheduled event, 50% of the balance shall be paid upon signing this Agreement, and the remaining 50% shall be due no later than thirty (30) days prior to the start of the event.
2. If the Premises are leased less than thirty (30) days before the date of the scheduled event, the total of all fees shall be paid upon signing this Agreement, with certified funds, money order or check.
3. Any additional fees, including hourly charges for equipment, additional labor, and any damages will be billed to the Tenant within five (5) business days following the scheduled event. Payment must be made to the County within fourteen (14) days following the scheduled event.

C. Security Fees

The rate for security services will be \$47.00 per hour per guard for armed Sheriff's Deputies and \$52.16 per hour per guard for armed Sergeants.

The ratios of guards are determined as follows:

- 0-250 person function with alcohol – 2 deputies
- 250-500 person function with alcohol – 4 deputies and 1 sergeant
- 500-750 person function with alcohol – 6 deputies and 1 sergeant
- 750-1,000 person function with alcohol – 8 deputies and 2 sergeants

For events without alcohol, security is required at the discretion of the Special Event Manager at a ratio of one (1) guard for every 250 people.

Number of guards will be estimated at the time of signing the agreement; however Adams County reserves the right to adjust security guard ratios up to 30 days prior to the event. In addition, any final adjustments, overtime, or unpaid security fees can be deducted from the security deposit.

D. Food and Beverage Sales

Food concessionaires may be contracted by the Tenant. Tenant must secure prior approval from the County and obtain a permit from the Tri-County Health Department for food and beverage concessionaire. The concessionaire must also obtain a permit from the Parks Administration Office. The charge for obtaining this permit is \$50.00 per day.

E. Alcoholic Beverages

When renting any of the designated licensed areas (see exhibit B) at the Adams County Regional Park tenants and their guests are prohibited from bringing any of their own alcohol to the Adams County Regional Park. Tenant and their guests must purchase all alcoholic beverages from the Adams County Regional Park Event Services. Adams County Event Services reserves the right to refuse service to anyone, as well as discontinue liquor sales at any time. Any person observed drinking alcoholic beverages without proper ID will have his/her drink confiscated and be subject to age verification and possible ejection or citation. Intoxicated guests shall be denied entrance to the Regional Park events and/or detained for further evaluation. Please drink responsibly.

Serving liquor in the parking lots or bringing it in from an outside source in conjunction with using Adams County Event Services could result in the following, depending on the severity of the violation

1. Termination of contract and event.
2. Losing all or a portion of the security deposit.
3. Inability to reserve the Adams County Regional Park for future events.

Pricing for liquor (see exhibit C) varies. All events occurring in designated licensed area are subjected to an additional charge of \$15.00 per hour per bartender. Alcohol services must be determined and all applicable deposits paid no later than 30 days prior to the event.

F. Parking Fees

If the Tenant charges for a fee for guests to park on the Premises for the event, Tenant shall either pay Adams County a flat fee per parking lot in accordance with the Facilities Policy Manual; or, at the conclusion of the event, pay the County a fee equal to one-third of the parking fee charged by the Tenant for each vehicle parking on the premise. This option must be selected and designated at the time this Agreement is signed. Tenant must provide all parking attendants and traffic control personnel and will provide any necessary documentation of parking fees charged.

G. Facility Admission Surcharge

If the Tenant charges an admission price for guests to attend the event, Tenant shall pay to the County a Facility Admission Surcharge for every person in attendance which includes Facility

Admission Surcharge, parking lots and other incidental expenses. Tenant will be responsible for providing numbered admission tickets for the event. The County may, at its option, inspect tickets at any time before, during, or after the event. It is the responsibility of the Tenant to collect the Facility Admission Surcharge. Payment of the Facility Admission Surcharge must be made to the County within ten (10) days following the event.

H. Legal Holidays

In addition to the regular facility rental fee, Tenant will be charged \$50.00 per hour per person for maintenance personnel to service an event scheduled on the following holidays: *New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Day after Thanksgiving.*

The Adams County Regional Park is closed on Thanksgiving Day and Christmas Day.

I. Insurance Requirements

The Tenant shall furnish a certificate of insurance for comprehensive general liability at least 30 days prior to the event, and comprehensive automobile liability, as required upon request of Parks Department. The Tenant agrees to obtain and maintain this insurance in full force and effect for the entire period of the event. The Event shall not commence under this Agreement until the Tenant has submitted to the County and received approval thereof, the certificate of insurance showing compliance with the following types and coverage of insurance.

Comprehensive General Liability Insurance – \$1,000,000 per occurrence

Comprehensive Automobile Insurance – \$500,000 combined single limit **when applicable*

Comprehensive General Liability Insurance: to include products liability, completed operations, contractual, broad from 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 – \$500,000 (each occurrence)

The Tenant's comprehensive general liability and/or comprehensive automobile liability 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 Tenant.
2. The insurance companies issuing the policy or policies shall have no recourse 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 Tenant.

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 to the County by certified mail, return receipt requested.

All insurers of the Tenant must be licensed or approved to do business in the State of Colorado.

At any time during the term of this Agreement, the County may require the Tenant to provide proof of the insurance coverage or policies required herein.

Upon failure of the Tenant 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 Tenant to obtain and/or maintain any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

Incident Reporting

All accidents, occurrences, or claims must be reported to the Adams County Parks Department as soon as possible. Reports must include.

1. Name, address and phone number of the injured person(s).
2. Name, address and phone number of any witnesses.
3. A description of the accident (how, when and where it happened).
4. A description of the extent of bodily injury or property damage.

When the Adams County Parks Department staff receives the above information, the incident will be reported to the designated Park Management and Risk Management with a detailed written report.

J. Holdover Fee

If any guests, including band members, remain on the Premises beyond the hours of this Agreement, Tenant may be charged a fee of \$200.00 per hour for each hour or fraction thereof that the Premises remains occupied. This fee may be deducted for the Tenant's Damage Deposit.

5. County Services and Tenant Duties.

If set up instructions are not received 14 days prior to event, the event will be set up in a standard set up as determined by Parks staff.

No helium balloons are allowed and decorations shall be limited to table decorations. No tape is allowed on the ceiling or walls.

Event staff and Parks personnel will not be responsible for unsupervised children under the age of 12 associated with the event.

Event staff will not assist in cleanup of the facility.

Failure to abide by the Facility Policies will result in additional labor fees or loss of deposit.

6. Advertising.

The Tenant shall have no signs or any other advertising material anywhere on the Premises without prior approval of the County. Tenant is prohibited from using Adams County Parks Department or other County telephone numbers for advertising purposes for the event.

Advertising of the Tenant's event on the marquee sign on US Highway 85 shall be determined by the County on a space available basis. The County makes no commitment to advertise the Tenant's event on the marquee sign on US Highway 85. Marquee request forms can be obtained from the facility coordinator and must be submitted 30 days prior to event.

7. Public Performance of Copyrighted Works.

Tenant is solely responsible for securing any license necessary for the lawful public performance of copyrighted work, as required by federal Copyright Law, 17 U.S.C. section 101 et seq. Upon request, Tenant shall furnish the County with proof of such license.

8. Indemnification.

Tenant shall save and hold harmless the County from and against all claims, losses, or damages of

any kind or nature whatsoever arising out of the scheduled event which may be sustained by reason of any act or omission on the part of the Tenant, its employees, guests, patrons and invitee's or anyone for whose acts or omissions any of them may be responsible.

9. Waiver.

The Tenant gives up all rights to any claim for compensation for any loss of damages sustained by reason of any defect, deficiency, failure, or impairment of the water supply, drainage, electrical or refrigeration system provided by the County. The County shall not be liable for any claim if the Premises, or any part of it, are damaged by fire or other casualty, or for any other act, including strikes, utility failure or act of God, which prevents the holding of the scheduled event.

10. Reservation and Control of Premises.

The County reserves the right to control the Premises, to enforce all of its rules or regulations regarding the Premises, and to inspect the Premises during the scheduled event, without interfering with the Tenant, its employees, guests, patrons and invites. The County shall have the right, but not the duty, to eject any person from the Premises for violation of any law, rule or regulations without liability.

11. Cancellation by Tenant.

This Agreement may be canceled by the Tenant at any time prior to the date of the scheduled event by giving written notice as specified herein to the County. If cancellation is at least ninety (90) days prior to the event, full damage deposit and all rental fees paid in advance, will be refunded. If cancellation is eighty-nine to thirty (89-30) days prior to the event, one-half of the security deposit will be refunded to the Tenant and Tenant will receive all of the rental fees paid in advance. If cancellation is less than thirty (30) days prior to the event, all of the security deposit will be retained by the County and Tenant will receive full refund of rental fees paid in advance. All cancellations are deemed effective upon receipt by the County.

12. Termination by County.

For Cause: If, through any cause, the County becomes unable to perform services under this Agreement, or the Tenant fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Tenant 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 Tenant of such termination and specifying the effective date thereof. If the Agreement is terminated by the County, the Tenant's recovery shall be limited to a refund of monies paid under this Agreement.

13. Administration.

Administration of this agreement by the County shall be through the Director of Parks or his/her designated agent.

14. Assignment.

This Agreement shall not be assigned by the Tenant without the written approval of the County.

15. Notice.

For the purpose of this Agreement, any and all notices shall be addressed to contacts listed.

County:

Adams County Regional Park Reservations
9755 Henderson Road
Brighton, Colorado 80601

Tenant/Contact:

16. 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, flood earthquakes, or other acts of God.

17. Authorization.

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

18. 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 District Court of Adams County, Colorado.

19. Waiver.

Waiver of strict performance or the breach of any provisions 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.

PLEASE MAKE ALL CHECKS PAYABLE TO ADAMS COUNTY PARKS

By (Tenant)

Date

Name and address to who damage deposit refund is to be made:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

By: Regional Park Authorized Signatory

Date



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 16 th , 2018
SUBJECT: Approval for Fair Management Staff to enter into and sign agreements under \$7,500
FROM: Nathan Mosley, Parks & Open Space Direction and Casandra Vossler, Fair & Special Events Manager
AGENCY/DEPARTMENT: Parks and Open Space
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the authorization

BACKGROUND:

The 2018 Adams County Stars & Stripes 3rd of July Celebration along with the Adams County Fair will feature local entertainment, food vendors, exhibitors and vendors selling items during the two events.

Contracts must be negotiated and signed as soon as possible in order to confirm artists, secure food vendors, exhibitors and to develop advertising programs.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney

ATTACHED DOCUMENTS:

Resolution
Vendor Contract
Food Concessionaire Contract
Entertainment Agreement

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 01

Cost Center: 5010

	Object Account	Subledger	Amount
Current Budgeted Revenue:	6331.101		25,000.00
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$25,000.00</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	8676.101		24,000.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$24,000.00</u>

New FTEs requested: **YES** **NO**

Future Amendment Needed: **YES** **NO**

Additional Note:

**RESOLUTION AUTHORIZING CASANDRA VOSSLER, FAIR & SPECIAL EVENTS
MANAGER, TO ENTER INTO ENTERTAINMENT, FOOD CONCESSIONS, AND
EXHIBITOR/VENDOR AGREEMENTS FOR THE PURPOSE OF SECURING
ENTERTAINMENT, FOOD VENDING, AND EXHIBITORS/VENDORS FOR THE 2018
ADAMS COUNTY STARS AND STRIPES CELEBRATION AND COUNTY FAIR**

WHEREAS, the 2018 Adams County Stars and Stripes Celebration and County Fair and will benefit from the hiring of entertainment, food vending, and exhibitor/vendors to provide local entertainment on the free stage, food vending services to the attendees, and exhibitor/vendors selling items during the two events; and,

WHEREAS, the funds have been set aside in the 2018 Facility Budget for this purpose; and,

WHEREAS, it is expedient for the Board of County Commissioners to delegate their authority to enter into entertainment, concessions, and exhibitor/vendor agreements so that preferred entertainer(s), concessionaires, and exhibitor/vendors may be secured for the 2018 Adams County Stars and Stripes Celebration and County Fair.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Fair & Special Events Manager is hereby authorized to enter into entertainment, concession, and exhibitor/vendor agreements on behalf of Adams County for the production of the 2018 Adams County Stars and Stripes and County Fair in amounts not exceeding \$7,500.

BE IT FURTHER RESOLVED that the agreements shall be within the limits of the 2018 Facility Budget and subject to approval as to form by the County Attorney's Office.



**ADAMS COUNTY FAIR
EXHIBITOR CONTRACT**

August 1-5, 2018

9755 Henderson Road, Brighton CO 80601

www.adamscountyfair.com

Phone 303.637.8007

Company (the exhibitor) _____

Contact _____

Mailing Address _____

City _____ State _____ Zip Code _____

Cell Phone _____ Phone _____ Fax _____

Email Address _____

Company website address _____

List all items/products to be sold or displayed

Federal Tax Identification Number or Social Security Number _____

Does anyone in Adams County Government work for you or have any other financial interest in your business?

If yes, please explain _____

Exhibitor is required to submit the following materials. Only complete contracts will be processed. The Adams County Fair does not hold exhibitor spaces.

1. Completed exhibitor contract. (Entire single-sided copy)
2. Deposit of 50% of the total booth space fee detailed below. Make check or money order payable to Adams County Fair. (\$25.00 charge for returned checks.)
3. Complete description of items to be sold, demonstrated, etc.
4. Certificate of Insurance naming Adams County as an additional insured.
5. Copy of Sales Tax License, if applicable.

Exhibitor Approval and Selection:

1. Approval and selection of vendors dependent upon product type, quality, pricing, and exhibitor history.
2. Adams County reserves the right to deny rental of a commercial booth space.
3. Previous participation in the Adams County Fair does not give an exhibitor priority treatment.
4. In order to maintain product balance and as a means of encouraging new products, it sometimes becomes necessary to deny booth space requests due to a specific location and or physical requirements, space availability or late packet receipt.

5. Selection of any contract does not imply endorsement by the Adams County Fair of the exhibitors' products or services.
6. Exhibitors will be notified by email as to the status of their contract.
7. The balance of booth space fees is due no later than June 6, 2018. Failure to make full payment of the booth space fee by this date will result in booth assigned on an as available basis, and may result in forfeiture of booth space and any monies paid.

EXHIBITOR BOOTH FEES:

Size of booth	Includes	Fee	Quantity	Total
10x10 Outside Booth	One (1) exhibitor parking pass – lot E	\$285.00		\$
10x10 Exhibit Hall Interior Booth	Space is piped & draped; one 6'x30" table; 2 chairs; limited Wi-Fi; one (1) exhibitor parking pass – lot E	\$300.00		\$
10x10 Exhibit Hall Corner Booth	Space is piped & draped; one 6'x30" table; 2 chairs; limited Wi-Fi; one (1) exhibitor parking pass – lot E	\$350.00		\$
110 Volt Electricity	20 Amps *limited availability	\$100.00		\$
	General Parking Pass – lots A & F	\$25.00		\$
Grand Total				

I have read and agree to all contractual provisions as set forth in this exhibitor contract.

Exhibitor Signature

Date Signed

Fair Management Signature

Date Signed

OFFICE USE ONLY

Space Location: _____ Space Number: _____

\$ _____ Paid _____, Balance Due \$ _____ Document # _____

\$ _____ Paid _____, Balance Due \$ _____ Document # _____

Adams County Fair Exhibitor Rules and Regulations

1. Contract Packet:

Exhibitor is required to submit the following materials, only complete contracts will be processed. The Adams County Fair does not hold exhibitor spaces and will not process contracts without a deposit.

1. Completed exhibitor contract.
2. Deposit of 50% of the total booth space fee detailed below. Make check or money order payable to Adams County Fair. (\$25.00 charge for returned checks.)
3. Photo of booth (if applicable) and complete description of items to be sold, demonstrated, etc.
4. Certificate of Insurance naming Adams County as an additional insured.
5. Copy of Sales Tax License if applicable.

2. Exhibitor Approval and Selection:

Approval and selection of vendors will depend on product type, quality, and pricing and exhibitor history. Adams County reserves the right to deny rental of a commercial booth space. Previous participation in the Adams County Fair does not give an exhibitor priority treatment. In order to maintain product balance and as a means of encouraging new products, it sometimes becomes necessary to deny booth space requests due to a specific location and or physical requirements, space availability or late packet receipt. Selection of any contract does not imply endorsement by the Adams County Fair of the exhibitors' products or services. Exhibitors will be notified of the status of their contract by mail or email.

3. Booth Space Fees:

Balance of the booth space fee amount is due no later than June 6, 2018. Failure to make full payment of the booth space fee by this date will result in booth space assigned on an "as available" basis and may result in forfeiture of booth space and any monies paid.

4. Cancellation and Termination:

In the event of cancellation for any reason by the exhibitor, monies paid shall be refunded only if the County is able to resell the booth space. If the County is unable to resell the booth space, then no monies shall be refunded. Cancellations must be received no later than thirty (30) days prior to July 2, 2018, or deposits may be forfeited. Refunds, if any, will be mailed within thirty (30) days after the conclusion of the Adams County Fair. The Adams County Fair shall also have the right to immediately terminate this contract for cause, by providing written notice to Exhibitor, should Exhibitor fail to fulfill, in a timely and proper manner, its obligations, covenants or stipulations pursuant to this contract.

5. County Access to Exhibitor Booth Space:

County and its employees, agents, assigns or volunteers, shall have access to any Exhibitor space/premises at all times. Exhibitor is responsible for securing personal items and the County is not responsible for lost or stolen items.

6. Location of Exhibits:

The Adams County Fair Management reserves the right to relocate or cancel any exhibit or display that it determines is not in the best interest of the Fair.

7. Motorized Vehicles:

No vehicles are allowed to travel on the Fairgrounds at any time during the Adams County Fair operational hours. During set up, tear down and resupply times in the morning anyone driving any type of motorized vehicle onto the fairgrounds must drive at a safe speed and must yield to pedestrian traffic. The speed limit on the fairgrounds is 5 mile per hour at all times.

The use of any self or motor powered vehicle such as ATV's (4-wheelers), bicycles, scooters, skateboards, roller blades or other skates is not permitted. Exceptions are made for the mobility impaired, carnival owners and their authorized agents, approved event staff and police/emergency personnel.

8. Vehicle Display:

Displayed vehicles and equipment having gasoline or any other flammable fuel reservoirs shall be emptied, fuel caps shall be sealed and taped, and batteries or other electrical sources shall be disconnected. Such vehicles and equipment shall be subject to inspection by the Fire Marshall at any time.

9. Propane Tanks:

Propane tanks must have a permit tag form the Brighton Fire Protection District.

10. Exhibitor Conduct and Booth Space Appearance:

Exhibitor shall conduct the operation of the exhibit, display or concession in a quiet and orderly manner at all times and shall keep the booth space display area neat and clean. Exhibitor is responsible for the appearance, maintenance and attractive condition of the booth space. Exhibitor is required to keep clean at all times the 5' space immediately surrounding the booth space. Exhibitor is responsible for the proper disposal of all waste products. All refuse must be secured in plastic bags before depositing in the designated trash containers. Violation of this paragraph may result in the loss of booth space and privileges. Violators may be expelled from the fairgrounds. No refund of booth rental fee will be authorized under such circumstances.

- a. Weather. Exhibitor should make provisions to protect their display from sun, wind and inclement weather and acknowledges there is possibility of severe wind and weather during the Fair.
- b. Vendors must conduct all related business within their allotted space. No products, signage, literature shall be presented outside the designated booth space.
- c. Tents should be made with a durable, fire resistant material; no tarps are permitted at the Adams County Fair. All tents over 10 x 10 must be approved by Greater Brighton Fire Protection District.
- d. Sidewalk areas around the booth and aisles must be kept open at all times. No products can be displayed in these areas.
- e. Exhibitor's staff should be neat, clean and attentive to customers.
- f. If an item is not related to your booth theme or does not enhance the appearance of your space or is not for sale, it does not belong in the view of the public. Cardboard boxes, storage containers, novels, and miscellaneous sundries should become part of the "backstage" area and not part of your booth decoration.
- g. Exhibitor shall maintain all equipment, trailers, stands, booths, or displays in a neat and orderly fashion. Exhibitor shall keep the premises and every part in a clean and wholesome condition free of any objectionable noises, odors or nuisances.
- h. Exhibitor is responsible for cleaning his/her own booth space area at the end of each day. Exhibitor is required to place all trash in trash receptacles. County clean-up personnel will not enter the booth space area.

11. Sound Devices:

Exhibitors shall obtain permission from Fair Management for use in its exhibit or display all sound devices such as radios, speakers, stereo, and any other attention getting devices, such that said use will not interfere with any other displays or exhibit. The Fair Management reserves the right to revoke permission for the use of such sound devices at any time for cause.

12. Promotional Items:

Promotional items may be distributed only from designated booth spaces. No food, beverage or alcoholic beverages may be given away without prior approval from the Adams County Fair and Tri County Health Department.

The Adams County Fair does not have nor will we be able to provide special accommodations for refrigerated products being displayed or sold by any vendor.

13. Set-Up:

Exhibitor check-in is on Tuesday, July 31st from 9 a.m. to 5 p.m. You must check in on Tuesday to receive your parking pass and information about the Fair. You do not need to set up this day, but booths will be available for set-up.

Exhibitor agrees to have their exhibit or display in place prior to the opening of the Fair, and fully operational by 4:00 p.m., August 1st. If exhibitor has not moved in, and completed set up by 4:00 p.m. opening day of the Fair, Adams County reserves the right to resell the booth space. No monies shall be refunded for no shows.

14. Tear Down:

All indoor booth spaces must remain intact and operational until 8:00 p.m. on Sunday, August 5th, 2018. All outdoor booth spaces must remain intact and operational until 10:00 p.m. on Sunday, August 5th, 2018. Early teardown will result in denial of future participation in the Adams County Fair.

Vendors located in outdoor booths are not permitted to drive vehicles into the midway due to the heavy flow of patrons. Only foot traffic will be permitted.

15. Changes or Alterations:

This contract contains the entire agreement between the parties related to the rental and operation of a booth at the Adams County Fair. There will be no change, alteration, variation or deviation from the terms of this contract unless the same is made in writing and signed by all parties hereto. No verbal understanding or agreement, past, present or future that is not incorporated herein shall have any binding force or effect on this agreement.

16. 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, flood earth quakes, or other acts of God.

17. Electrical Cords:

- a. All equipment, regardless of source of power, must comply with all national, state, and local safety codes.
- b. All cords used to connect to a power source shall be three (3) wire grounded UL approved type cord of appropriate gauge.
- c. Cords shall be plugged directly into approved receptacle.
- d. Do not overload extension cords or use octopus fixtures.
- e. Please do not repair damaged cords with tape, replace them.
- f. The Adams County Fair shall not be responsible for any electrical power surges or any loss of business due to outages.

18. Exclusivity:

The fair strives to maintain a balance of exhibitors and will not grant exclusive product sales to any vendor.

19. Servicing:

All vehicles must be removed from the immediate exhibit area by 2:00 p.m. on Wednesday, August 1st, 2018, and by 9:00 a.m. every other day.

20. Sales Tax:

All exhibitors are responsible for the collection and submittal of sales tax to the State of Colorado and Adams County. Additional information is available from the Department of Revenue Office at 303-238-7378 or www.colorado.gov

21. Indoor Exhibits:

No sign, partition, apparatus, equipment or furnishings may extend more than 10 feet above the floor in an exhibit space without permission of the Fair Management. No pins or tacks are permitted in drapes, walls, posts, etc. No nails or screws shall be placed into the floor.

22. Aisles:

All aisles shall be kept clean of debris. No interviews, demonstrations, distribution of literature or similar activity shall be permitted outside the exhibit space.

23. Alterations:

All structures work or alterations shall be inspected and approved by the Fair Management. All construction materials used shall comply with existing fire codes or regulations. All flammable materials such as bunting, drapes, etc., shall be fire proofed. All cloth over one square yard unless it is a display product, shall be fire proofed. No crepe paper is permitted.

24. Special Carpentry:

Any special carpentry, gas, steam water or drainage connections shall be installed at the exhibitor's expense with prior approval of Fair Management. Vendor is responsible for obtaining all necessary permits.

25. Hours of operation:

Booth(s) must be staffed during all open operation hours of the Fair. Exhibitors with unattended booths will automatically forfeit their right to return in future years. The below hours apply to all exhibitors.

Indoor Booths:

Wednesday, August 1st
4:00 p.m. to 10:00 p.m.

Thursday, August 2nd
10:00 a.m. to 10:00 p.m.

Friday, August 3rd
10:00 a.m. to 10:00 p.m.

Saturday, August 4th
10:00 a.m. to 10:00 p.m.

Sunday, August 5th
10:00 a.m. to 8:00 p.m.

Outdoor Booths:

Wednesday, August 1st
4:00 p.m. to 10:00 p.m.

Thursday, August 2nd
10:00 a.m. to 10:00 p.m.

Friday, August 3rd
10:00 a.m. to midnight

Saturday, August 4th
10:00 a.m. to midnight

Sunday, August 5th
10:00 a.m. to 10:00 p.m.

26. Parking Permits:

Due to limited parking in the exhibitor parking area (located on the East side of the Exhibit hall) only one (1) parking pass will be issued per booth.

Additional parking passes may be purchased for \$25.00 each and will be admitted to the general parking area (lots A & F).

The Adams County Fair will not be responsible for admitting Exhibitor or members of their staff through the gate without a pass. Passes will not be replaced if lost or stolen.

All vehicles must be parked in either the designated vendor parking lot or the general parking lot. Vehicles parked in fire lanes, non designated vendor or general parking lots will be towed.

27. Insurance:

Vendors are required to have a Certificate of Insurance showing a one-million dollar Comprehensive General Liability policy. The requirements must be valid during the Fair dates and submitted with the signed contract, and Adams County must be named as an additional insured.

28. Indemnification and Release of Liability:

Exhibitors shall indemnify and hold the Adams County Fair, Adams County and their respective officers, employees, agents, volunteers and subsidiaries harmless from any and all claims, liabilities, or other damages of any nature whatsoever, including costs, and attorney's fees, relating to the performance of this agreement.

29. Freight:

The Adams County Fair does not provide storage for exhibitors. Please arrange for any storage needs through local shipping companies.

If exhibitor sends a package to the Adams County Fair, mail and shipping deliveries are made to the Adams County Parks Office located at the entrance of the fairgrounds and will not be delivered to exhibitor. The Parks Office hours are Wednesday through Sunday, 8:00 a.m. to 7:30 p.m. The County does not assume any responsibility or liability for any packages or shipments. The Adams County Fair will not accept COD packages.

30. Smoking:

Smoking is not permitted in any building at the Adams County Regional Park, in the livestock barns, or grandstand arena.

31. Security:

The County will make every effort to provide adequate building and grounds security during the Adams County Fair. The County, however, cannot be held responsible for any loss or damage or for injury or for any cause. Exhibitor must make provisions for the safe guarding of their displays and are urged to insure themselves properly against property loss, damage and against the liability for personal injury. Exhibitors must secure their own property.

32. Lost and Found:

Lost and found is located at the Parks Office at the front of the fairgrounds.

33. Amplified Music:

Part of the events planned includes a free stage in the midway area. Please be advised that bands will be performing daily with amplified music on this stage.

34. Independent Contractors:

Contractor shall undertake and perform the services of this agreement as an independent contractor and is solely responsible for obtaining and maintaining adequate Worker's Compensation Insurance, personal injury and property insurance, and that all personnel employed by Contractor are not and shall not be employees, agents or servants in the County. 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.

35. Compliance with C.R.S. § 8-17.5-101, ET. SEQ:

Contractor shall comply with all requirements outlined in the attached documents titled "Compliance with C.R.S. § 8-17.5-101, ET. seq." and "Contractor's Certification of Compliance" at all times during the course of this agreement, and said documents are fully incorporated into this agreement as if fully written herein by this reference

36. Compliance with Laws and Required Conduct:

Exhibitor/Vendor must abide by all local, state, & federal laws, rules and regulations at all times during the course of this agreement. Failure to comply with the terms of this agreement or any misconduct including harassment or mistreatment by any vendor of the Health Department Officials, Adams County Fair Staff, Adams County Sherriff's Office Staff, attendees or fellow exhibitors may result in the immediate loss of booth space and privileges at any time without refund of booth space fees.

I HAVE READ AND AGREE TO THE RULES AND REGULATIONS SET FORTH IN THIS AGREEMENT

Exhibitor Signature _____ **Date** _____

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.

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_____

Title_____

Signature_____ Date_____

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.



**FOOD CONCESSION CONTRACT
ADAMS COUNTY FAIR
August 1-5, 2018
9755 Henderson Road, Brighton CO 80601
www.adamscountyfair.com
Phone 303.637.8003
Melany Davidson**

Business/Company (“concessionaire”) _____

Contact Person _____

Mailing Address _____

City _____ State _____ Zip _____

Cell Phone _____ Phone _____ Fax _____

Email Address _____

Company website address _____

List all items/products to be served including prices of each item. Only items on the contract will be permitted. Upon approval of contract, changes are not permitted to menu item(s) or menu price(s) without Fair approval. Menu item(s) with pricing must be clearly marked on your menu board. Violations will result in the immediate cancellation of this contract and all rental money paid will be forfeited to the Adams County Fair. The Adams County Fair reserves the right to assign or change booth space(s) to accommodate the needs of the event.

Federal Tax Identification Number or Social Security Number _____

Does anyone in Adams County Government work for you or have any other financial interest in your business?

If yes, please explain _____

Concessionaire is required to submit all materials indicated below and only complete applications will be processed. The Adams County Fair does not hold concession spaces.

COMMERICAL EXHIBITOR BOOTH FEES:

Quantity	Size of booth	Includes	Fee	Total	Grand Total
	F1-F5 30 x 20	Potable water (vendor must provide food grade hose), 2 vendor passes (behind main food line), gray water tank, grease container, electricity to include 20, 30 or 50 amp service	\$3,000.00	\$	\$
	F6-F10 15 x 15	Potable water (vendor must provide food grade hose), 1 vendor pass (parking in lot 4), electricity to include 20 or 30 amp	\$1,500.00	\$	\$
	F11-F15 10 x 10	Potable water (vendor must provide food grade hose), 1 vendor pass (parking in lot 4), electricity to include 20 amp service	\$800.00	\$	\$
	Exhibit Hall	Kitchenette includes sink, freezer and refrigerator, 2 vendor passes (parking in lot E)	\$800.00	\$	\$
	G1-G4 Size Varies	1 vendor pass (parking next to your vendor space at the grandstands), 20 amp service, potable water (vendor must provide food grade hose)	\$800.00	\$	\$
	Commissary	Access to the Waymire Dome commercial kitchen or the Indoor Arena Food Prep Area based on Tri-County Health Recommendations	\$200.00	\$	\$
	Camping	30 or 50 amp service. No water available	\$20.00		\$
	Parking	Additional Parking Passes – in general parking located in lot A & F	\$25.00	\$	\$
		Grand Total:			\$

I have read and agree to all contractual provisions as set forth in this Food Concession Application.

Exhibitor Signature

Date Signed

Fair Manager Signature

Date Signed

OFFICE USE ONLY

Space Location:

Space Number:

\$ _____ Paid _____, Balance Due \$ _____ Document # _____

\$ _____ Paid _____, Balance Due \$ _____ Document # _____

\$ _____ Paid _____, Balance Due \$ _____ Document # _____

1. Application Packet:

Exhibitor is required to submit the following materials and only complete applications will be processed. The Adams County Fair does not hold concessionaire spaces.

- A. Completed and executed concessionaire application.
- B. Deposit of 50% of the total booth space fee detailed below. Make check or money order payable to the Adams County Fair. (\$25.00 charge for returned checks.)
- C. Current photo of booth (if applicable) and a complete menu that will be served, including a price list. Once a menu has been submitted, no changes will be permitted without Fair approval.
- D. Certificate of Insurance naming the Adams County as an additional insured. Each concessionaire is required to have a Certificate of Insurance showing a Comprehensive General Liability policy in the amount of three-million dollars, Standard Colorado Worker's Compensation, Automobile Liability on the vehicle that pulls the concession trailer and on any golf or utility vehicle. The requirements must be valid during the Fair dates and submitted with the signed contract. Adams County Fair must be named as additional insured.
- E. Copy of Sales Tax License if applicable.
- F. Completed W9 form.
- G. Concessionaire must provide size of hitch, unit, and food prep area.

2. Concessionaire Approval and Selection:

Approval and selection of concessionaires will depend on product type, quality, pricing, condition of booth and concessionaire history. Adams County reserves the right to deny rental of a concessionaire space(s). Previous participation in the Adams County Fair does not give a concessionaire priority treatment. In order to maintain product balance and as a means of encouraging new products, at times it becomes necessary to deny concessionaire space requests due to a specific location and or physical requirements, space availability or late packet receipt. Selection of any application does not imply endorsement by the Adams County Fair of the concessionaires' products or services.

3. Concessionaire Space Fees:

Balance of the concession space fee is due no later than June 2, 2018. Failure to make full payment of the concession space fee by this date will result in concession space assigned on an "as available" basis and may result in forfeiture of concession space and any monies paid.

4. Cancellation and Termination:

In the event of cancellation for any reason by the concessionaire, monies paid shall be refunded only if the County is able to resell the concession space. If the County is unable to resell the concession space(s), then no monies shall be refunded. Cancellations must be received no later than thirty (30) days prior to Monday, July 2, 2018 or deposit(s) will be forfeited. Refunds, if any, will be mailed within thirty (30) days after the conclusion of the Adams County Fair. The Adams County Fair shall have the right to immediately terminate this Application for cause, by providing written notice to Concessionaire, should Concessionaire fail to fulfill, in a timely and proper manner, its obligations, covenants or stipulations pursuant to this Application.

5. County Access to Concessionaire Space:

County and its employees, agents, assigns or volunteers, shall have access to any Concessionaire space/premises at all times. Concessionaire is responsible for securing personal items and the County is not responsible for lost or stolen items.

6. Location of Concessionaire:

Adams County Fair Management reserves the right to relocate or cancel any concessionaire that it determines is not in the best interest of the Fair.

7. Soft Drinks & Ice – Food & Beverage Standards of Delivery

The Adams County Fair is a Coca-Cola sponsored event. All water, soft drinks, sports drinks, additional carbonated beverages and ice must be purchased through the Adams County Fair. Adams County Fair will sell ice onsite.

8. Booth Appearance

- A. Guests walk up to an attractive and clean stand.
- B. No tarps are permitted.
- C. All prep areas are to be concealed from the general public view.
- D. Concessionaires should make provisions to protect their display from sun, wind and inclement weather. Concessionaire acknowledges that there is a good possibility of severe wind and weather during the Adams County Fair.
- E. Professional printed menu with all items is required.
 - 1. Guest is able to order any item on the menu.
 - 2. No hand-written signs are permitted.
 - 3. The correct price is posted and collected.
- F. Concessionaires must conduct all related business within their allotted space. No products, signage, literature shall be presented outside the designated booth space.

9. Guest Expectations

- A. Guest waits a moderate length of time for food.
- B. Guest receives what is ordered and it is attractively presented or wrapped.
- C. Guest receives hot items hot and cold items cold.
- D. The standard expectation is that the food is fresh and tastes good.
- E. Complete satisfaction guaranteed to the guest or item exchanged or money returned.

10. Motorized Vehicles:

No vehicles are allowed to travel on the Fairgrounds at any time during the Adams County Fair operational hours. During set up, tear down and resupply times in the morning anyone driving any type of motorized

vehicle onto the fairgrounds must be a licensed driver, drive at a safe speed and must yield to pedestrian traffic. The speed limit on the fairgrounds is 5 mile per hour at all times.

The use of any self or motor powered vehicle such as ATV's (4-wheelers), bicycles, scooters, skateboards, roller blades or other skates is not permitted during operational Fair hours.

11. Propane Tanks:

Propane tanks must have a permit tag from Brighton Fire Protection District.

12. Concessionaire Conduct & Space Appearance:

Concessionaire shall conduct the operation of the concession in a quiet and orderly manner at all times and shall keep the concession space area neat, clean and free from rubbish. Concessionaire is responsible for the appearance, maintenance and attractive condition of the concession space. Concessionaire is responsible for the proper disposal of all waste products. All garbage and refuse must be secured in plastic bags before depositing in the designated trash containers. Violation of this paragraph may result in the loss of concessionaire space and privileges. Violators may be expelled from the fairgrounds. No refund of booth rental will be authorized under such circumstances.

- A. No products, signage, literature shall be presented outside the designated booth space.
- B. Tents must be clean and made with a durable, fire resistant material; no tarps are permitted at the Adams County Fair.
- C. Concessionaire staff should be neat, clean and attentive to customers.
- D. Condiments are to be located within the stand in a clean and attractive manner.
- E. If an item is not related to your space's theme or product(s) does not enhance the appearance of your space or is not for sale, it does not belong in the view of the public.
- F. Concessionaire shall maintain all equipment, trailers, stands, booths, or displays in a neat and orderly fashion. Concessionaire shall keep the premises and every part in a clean and wholesome condition free of any objectionable noises, odors or nuisances.
- G. Concessionaire is responsible for cleaning his/her own concession space area at the end of each day. Concessionaires are required to place all trash in the trash receptacles. County clean-up personnel will not enter the booth space area.

13. Sound Devices:

Concessionaires shall obtain permission from the Fair Management for use in its exhibit or display all sound devices such as radios, speakers, stereo, and any other attention getting devices, such that noise will not interfere with any other displays or exhibit. The Fair Management reserves the right to revoke permission for the use of such sound devices at any time for cause.

14. Set-Up:

Concessionaire agrees to have their exhibit or display in place prior to the opening of the fair and fully operational by 4:00 p.m. opening day of the Fair. If concessionaire has not moved in and completed set up by 4:00 p.m. opening day at the Fair, Adams County reserves the right to resell the concession space. No monies shall be refunded for no shows.

No concessionaire may set up before the prior approval of Fair Management. Concessionaire set up times:

Monday, July 30 from 9:00 a.m. to 5:00 p.m.
Tuesday, July 31 from 9:00 a.m. to 5:00 p.m.

15. Servicing Concessionaire Booth:

Concession booths may only be serviced by outside vendors on the following dates and times:

Wednesday, August 1st until 2:00 p.m.

Thursday, August 2nd until 9:00 a.m.

Friday, August 3rd until 9:00 a.m.

Saturday, August 4th until 9:00 a.m.

Sunday, August 5th until 9:00 a.m.

Large deliveries from Nobel Sysco, Shamrock, Federal Produce, Federal Express, UPS, etc., will not be permitted inside the Midway during operational hours of the Fair. Please plan accordingly.

16. Tear Down:

All concession spaces must remain totally intact and operational until 10:00 p.m. on Sunday, August 5, 2018. Early teardown will result in denial of future participation in the Adams County Fair.

The carnival will operate until midnight on Sunday, August 5th. All food vendors will be unable to load out until 8:00 a.m. Monday, August 6th due to pedestrians walking in the midway.

17. Changes or Alterations:

This contract contains the entire agreement between the parties related to the rental and operation of a concession space at the Adams County Fair. There will be no change, alteration, variation or deviation from the terms of this application unless the same is made in writing and signed by all parties hereto. No verbal understanding or agreement, past, present or future that is not incorporated herein shall have any binding force or effect on this agreement.

18. 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, flood earth quakes, or other acts of God.

19. Electrical Cords:

- A. All equipment, regardless of source of power, must comply with all national, state, and local safety codes.
- B. All cords used to connect to a power source shall be three (3) wire grounded UL approved type cord of appropriate gauge.
- C. Cords shall be plugged directly into approved receptacle.
- D. Do not overload extension cords, or use octopus fixtures, that enable things to run from a single outlet.
- E. Do not repair damaged cords with tape, please replace them.
- F. The Adams County Fair shall not be responsible for any electrical power surges or any loss of business due to outages.

20. Servicing:

All vehicles must be removed from the immediate exhibit area by 2:00 p.m. on Wednesday, August 1 and by 9:00 a.m. every other day.

21. Sales Tax:

All concessionaires are responsible for the collection and submittal of sales tax to the State of Colorado and Adams County. Additional information is available from the Colorado Department of Revenue at 303-534-1208 or 1-800-332-2085.

22. Tri-County Health Department:

A Special Event Permit must be obtained prior to arrival from the Tri-County Health Department to participate at the Adams County Fair. Tri-County Health Department will inspect all concessionaires on or before opening day of the Fair.

23. Hours of operation:

Concessions must be staffed during all open operation hours of the Fair. Concessionaires with unattended booths will automatically forfeit their right to return in future years. The hours below apply to all concessionaires except for the Exhibit Hall Concessionaire and Grandstands.

Wednesday, August 1st 4:00 p.m. to 10:00 p.m.
Thursday, August 2nd from 10:00 a.m. to 10:00 p.m.
Friday, August 3rd from 10:00 a.m. to Midnight
Saturday, August 4th from 10:00 a.m. to Midnight
Sunday, August 5th from 10:00 a.m. to 10:00 p.m.

24. Parking Permits & RV Parking:

The Adams County Fair will not be responsible for admitting Concessionaires or members of their staff through the gate without a pass. Passes will not be replaced if lost or stolen.

Adams County permits overnight RV parking at the Regional Park Complex by permit only. Permits are available for purchase at the Adams County Parks Office. These permits must be displayed on the rear view mirror at all times while using the overnight parking facilities at the Regional Park Complex.

- A. Space with electric hook ups - \$20.00 per night
- B. Payment must be received by 10:00 a.m. or within one hour after your arrival on the Regional Park Complex grounds, whichever is later.
- C. Parking in fire lanes and using building electrical outlets is not permitted.
- D. Tent camping is not permitted.
- E. Pets must be kept on a leash while on Regional Park Complex grounds.
- F. Dump Stations are available for use. Grey and black water must be dumped at only the designated dump station.
- G. No one under the age of 18 is permitted to obtain an overnight RV parking use permit.
- H. Restrooms and showers are available and are located on the outside of the Exhibit Hall.
- I. No marijuana, alcoholic beverages or illegal drugs are permitted on Regional Park Complex grounds.
- J. All RV's must be kept clean and in good repair.
- K. The washing of vehicles of any kind is not permitted on Regional Park Complex grounds.
- L. Quiet hours are daily from 10:00 p.m. to 6:00 a.m. and are strictly enforced.
- M. Violators of the terms of this policy may be fined up to \$300.00 per day.
- N. Nothing in these policies is construed to create a tenancy of any kind.

There are a limited number of RV parking spaces available at the Adams County Fair. RV parking permits can be obtained through the Adams County Fair office.

25. Insurance:

Concessionaires are required to provide a Certificate of Insurance showing a three-million dollar Comprehensive General Liability, Standard Colorado Worker's Compensation, Automobile Liability on the vehicle that pulls the concession trailer and on any golf or utility vehicle. The requirements must be valid during the Fair dates and submitted with the signed contract. Adams County must be named as additional insured.

26. Indemnification and Release of Liability:

Concessionaire shall indemnify and hold the Adams County Fair, Adams County and their respective officers, employees, agents, volunteers and subsidiaries harmless from any and all claims, liabilities, or other damages of any nature whatsoever, including costs, and attorney's fees, relating to the performance of this agreement.

27. Freight:

The Adams County Fair does not provide storage for concessionaires. Please arrange for any storage needs through local storage companies.

If concessionaires' are sent packages to the Adams County Fair, mail and shipping deliveries are made to the Adams County Parks Office located at the entrance of the fairgrounds and will not be delivered to concessionaire. The Parks Office hours are Wednesday through Sunday, 8:00 a.m. to 8:00 p.m.

The County does not assume any responsibility or liability for any packages or shipments. The Adams County Fair will not accept COD packages.

28. Smoking:

Smoking is not permitted in any building at the Adams County Regional Park, in the livestock barns, or grandstand arena.

29. Security:

The County will make every effort to provide adequate building and grounds security during the Adams County Fair. The County however cannot be held responsible for any loss or damage or for injury or for any cause. Concessionaire must make provisions for the safe guarding of their displays and are urged to insure themselves properly against property loss, damage and against the liability for personal injury. Concessionaire must secure their own property.

30. Lost and Found:

Lost and found is located at the Adams County Parks Office located at the entrance to the fairgrounds.

31. Amplified Music:

Part of the events planned includes a free stage in the Midway Area. Please be advised that bands will be performing daily with amplified music on this stage.

32. Independent Contractors:

Contractor shall undertake and perform the services of this agreement as an independent contractor and is solely responsible for obtaining and maintaining adequate Worker's Compensation Insurance, personal injury and property insurance, and that all personnel employed by Contractor are not and shall not be

employees, agents or servants in the County. 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.

33. Compliance with C.R.S. § 8-17.5-101,ET. SEQ:

Contractor shall comply with all requirements outlined in the attached documents titled "Compliance with C.R.S. § 8-17.5-101, et. seq." and "Contractor's Certification of Compliance" at all times during the course of this agreement, and said documents are fully incorporated into this agreement as if fully written herein by this reference

34. Compliance with Laws and Required Conduct:

Exhibitor/Vendor must abide by all local, state, & federal laws, rules and regulations at all times during the course of this agreement. Failure to comply with the terms of this agreement or any misconduct including harassment or mistreatment by any vendor of the Health Department Officials, Adams County Fair Staff, Adams County Sherriff's Office Staff, attendees or fellow exhibitors may result in the immediate loss of booth space and privileges at any time without refund of booth space fees.

35. Finance Department:

- A. A completed W9 is required of all concessionaires and must be returned with the completed contract.
- B. The Adams County Fair will continue to distribute food tickets for all volunteers and employees of Adams County. The two ticket colors which will be dated will be provided to you before the opening day of the Fair. It is the responsibility of concessionaire to accept only the approved dated ticket colors. Concessionaire will not be reimbursed for any tickets that are not the approved & dated colors.
- C. Food tickets will be counted on an automated ticket counter by the Finance staff. If you choose to count your own tickets and said tickets do not match the automated counter, Adams County's automated counter becomes the final total.
- D. Mandatory check-out will be on Monday, August 7th from 9:00 a.m. to 4:00 p.m. at the Finance office.
 - a. You will be reimbursed for all food tickets via check form. If concessionaire prefers to receive payment via a wire transfer, prior arrangements must be made with the Finance department.
 - b. All Coca-Cola and ice purchases will be reconciled and concessionaire will pay Adams County via check or cash for the balance due on account at checkout

I HAVE READ AND AGREE TO FOLLOW THE RULES AND REGULATIONS AS SET FORTH IN THE ADAMS COUNTY FAIR RULES AND REGULATIONS AGREEMENT.

Exhibitor's Signature/Date

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.

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.



**ENTERTAINMENT AGREEMENT
ADAMS COUNTY FAIR
August 1-5, 2018
9755 Henderson Road, Brighton CO 80601
www.adamscountyfair.com
Phone 303.637.8027**

This Agreement is entered into this ____ day of _____, 2018, by and between the Board of County Commissioners of the County of Adams, State of Colorado, hereinafter the "County" and _____, hereinafter the "Contractor", consisting of ____ members.

For and in consideration of the covenants, agreements, and conditions hereinafter set forth, the County and the Contractor hereby mutually agree as follows:

1. Contractor will perform on the free stage at the Adams County Fair located at 9755 Henderson Road, Brighton, Colorado 80601 on the ____ of _____, at a.m. /p.m. The performance shall last a minimum of ____ minutes. Contractor shall report 30 minutes prior to the performance.
2. The County agrees to pay, at the conclusion of the above referenced performance, the sum of _____ by check payable to _____.
3. If the Contractor fails to perform at the Adams County Fair, as hereinabove set forth, no payment will be made by the County.
4. Contractor agrees to comply with all ordinances, rules and regulations of the County and all statues of the State of Colorado and other applicable laws.
5. Contractor shall indemnify, hold harmless and defend the County, its officers, agents and employees for, from and against all losses, claims and liabilities arising from the performance of this agreement.
6. 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 of 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). 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.
7. Each party acknowledges that this agreement cannot be assigned or transferred without the written consent of both parties to this agreement.
8. Each party hereto acknowledges that this agreement is entered into within the State of Colorado and that the courts of the County of Adams, State of Colorado, shall have jurisdiction and venue, over any and all claims, controversies, disputes and disagreements arising out of this agreement of the breech thereof.

9. Each party represents and warrants that each has the power and ability to enter into this agreement, to grant the rights granted herein, and to perform the duties and obligations described herein.
10. If, for any cause, Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this agreement or if contractor shall violate any of the covenants, agreements or stipulations of the agreement, the County shall thereupon have the right to terminate this agreement immediately by providing a written notice.
11. Number of parking passes allocated (_____).
12. Contractor shall comply with all requirements outlined in the attached documents titled "Compliance with C.R.S. § 8-17.5-101, et. seq." and "Contractor's Certification of Compliance" at all times during the course of this agreement, and said documents are fully incorporated into this agreement as if fully written herein by this reference.

BOARD OF COUNTY COMMISSIONERS

By: _____
Casandra Bossingham
Fair & Special Events Manager
9755 Henderson Road
Brighton, CO 80601

CONTRACTOR:

Please Print

By: _____

Address: _____

Phone: _____

Social Security Number: _____

Federal Tax ID Number: _____

Subscribed and sworn to or affirmed before me this _____ day of _____, 2018 in the
County of _____, State of _____.

Signature of Notary or other Qualified Officer

My Commission Expires: _____

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.

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.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 16, 2018
SUBJECT: Resolution Regarding Defense and Indemnification of Dave Young, Natalie Scarpella and Von Bailey as Defendants Pursuant to C.R.S. § 24-10-101, et seq., 17-cv-02043
FROM: Heidi Miller, County Attorney
AGENCY/DEPARTMENT: County Attorney's Office
HEARD AT STUDY SESSION ON N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Adopt the Resolution Regarding Defense and Indemnification of Dave Young, Natalie Scarpella and Von Bailey as Defendants Pursuant to C.R.S. § 24-10-101, et seq.

BACKGROUND:

The Board of County Commissioners formally indemnifies employees and elected officials who are named in civil lawsuits.

The County Attorney's Office has reviewed the facts of this lawsuit and it has been determined that the employees/elected officials named in the lawsuit were acting within the course and scope of their employment at all relevant times.

The County Attorney's Office is recommending that the following employees/elected officials be indemnified for any potential damages that might arise out of this litigation: Dave Young, Natalie Scarpella and Von Bailey

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Sheriff's Office

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Potential fiscal impact is unknown. If litigation results in settlement or judgment against the County or its employees/elected officials, there would be a fiscal impact. The potential amount of that impact is impossible to estimate at this time.

RESOLUTION REGARDING DEFENSE AND INDEMNIFICATION OF DAVE YOUNG, NATALIE SCARPELLA AND VON BAILEY AS DEFENDANTS PURSUANT TO C.R.S. § 24-10-101, ET SEQ.

WHEREAS, Adams County is a public entity pursuant to the Colorado Governmental Immunity Act; and,

WHEREAS, Adams County is obligated to bear the cost of the defense of its elected officials and employees and pay all judgments entered against its elected officials and employees pursuant to the Colorado Governmental Immunity Act so long as they acted within the course and scope of their employment and their acts were not willful and wanton; and,

WHEREAS, Dave Young, Natalie Scarpella and Von Bailey have been sued in the matter of Pedro Garcia v. Dave Young, et al. in the U.S. District Court, Case Number 17-cv-02864; said Defendants, being employees of Adams County at the time of the incident described in the Complaint; and,

WHEREAS, initial investigation has revealed to the satisfaction of the Board of County Commissioners and the determination has been made that the Defendants appear to have acted within the course and scope of their employment and their actions do not appear to be willful and wanton; and,

WHEREAS, pursuant to C.R.S. §§ 24-10-110, 24-10-113 and 24-10-118(5) Adams County hereby determines that it is in the public interest to bear the cost of defense for the Defendants against all asserted claims for compensatory and punitive damages which may be pled and to pay or settle any such compensatory and punitive damage claims against said Defendants; and,

WHEREAS, in exchange for such defense, the Defendants are required to cooperate fully in the defense of this matter, including but not limited to, assisting in the discovery process, participating in mediation, facilitation, or other measures deemed appropriate by the Board of County Commissioners, and Defendants acknowledge that Adams County may settle on behalf of the Defendants any or all asserted claims, including those for personal liability and punitive damages.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Adams County shall bear the cost of defense for Dave Young, Natalie Scarpella and Von Bailey against all asserted claims for

compensatory and punitive damages which may be pled and to pay or settle any such compensatory and punitive damage claims against said Defendants in the matter of Eric Pedro Garcia v. Dave Young, et al.

IT IS FURTHER RESOLVED that the Adams County Attorney is directed to enter her appearance as counsel for Defendants and to defend this matter.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 16, 2018
SUBJECT: Board of County Commissioners' 2018 Committee Appointments
FROM: Raymond H. Gonzales, County Manager
AGENCY/DEPARTMENT: County Manager's Office
HEARD AT STUDY SESSION ON: January 9, 2018
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the Board of County Commissioners' 2018 Committee Appointments

BACKGROUND:

Annually, the Board of County Commissioners needs to select individual commission members to represent the Board of County Commissioners on regional and county boards and commissions. These appointments are twelve-month appointments.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ADOPTING COMMISSIONERS' 2018 COMMITTEE APPOINTMENTS

BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Board of County Commissioners' various appointments and reappointments for the year 2018, be approved as follows:

ELECTED COMMISSIONER REPRESENTATIVE TO THE FOLLOWING BOARDS:

DENVER REGIONAL COUNCIL OF GOVERNMENTS (DRCOG):

Commissioner Eva Henry
Commissioner Steve O'Dorisio (alternate)

URBAN DRAINAGE & FLOOD CONTROL:

Commissioner Chaz Tedesco

BOUNDARY CONTROL COMMISSION:

Commissioner Mary Hodge

ADAMS COUNTY ECONOMIC DEVELOPMENT BOARD (Executive Committee):

Commissioner Eva Henry
Commissioner Steve O'Dorisio

E-470 AUTHORITY:

Commissioner Chaz Tedesco
Commissioner Mary Hodge (alternate)

HOUSING AUTHORITY:

Commissioner Eva Henry

ADAMS COUNTY WATER QUALITY ASSOCIATION:

Commissioner Mary Hodge

NORTH AREA TRANSPORTATION ALLIANCE (NATA):

Commissioner Chaz Tedesco
Commissioner Steve O'Dorisio (alternate)

AIRPORT COORDINATING COMMITTEE

Commissioner Eva Henry
Commissioner Chaz Tedesco
Commissioner Steve O'Dorisio
Commissioner Erik Hansen
Commissioner Mary Hodge

REGIONAL ECONOMIC ADVANCEMENT PARTNERSHIP

Commissioner Mary Hodge

BRIGHTON SCHOOL DISTRICT 27J CAPITAL FEES FOUNDATION

Commissioner Chaz Tedesco

ADAMS COUNTY YOUTH INITIATIVE

Commissioner Chaz Tedesco

NORTH METRO CHAMBER OF COMMERCE DEVELOPMENT COUNCIL

Commissioner Steve O'Dorisio

I-36 CORRIDOR

Commissioner Chaz Tedesco

CRIMINAL JUSTICE COORDINATING COMMITTEE

Commissioner Steve O'Dorisio

AURORA ECONOMIC DEVELOPMENT BOARD OF DIRECTORS

Commissioner Chaz Tedesco

Commissioner Mary Hodge (alternate)

HIGHWAY 7 COALITION

Commissioner Steve O'Dorisio

PROGRESSIVE 15

Commissioner Mary Hodge

SMALL BUSINESS DEVELOPMENT CENTER ADVISORY BOARD

Commissioner Steve O'Dorisio

VETERANS ADVISORY

Commissioner Chaz Tedesco



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 16, 2018
SUBJECT: First Amendment Purchase and Sale Contract of land for Youth Services Center
FROM: Raymond H. Gonzales, County Manager
AGENCY/DEPARTMENT: County Manager's Office
HEARD AT STUDY SESSION ON May 9, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves

BACKGROUND:

The State of Colorado Department of Human Services has received funding to design the replacement of the Adams Youth Services Center. This facility is the oldest youth detention facility in the State system.

The County, IVE Colorado LLC, Jacobs LLC and King Paul 1 LLC have negotiated a Sales and Purchase Agreement to purchase an approximately twelve (12) acre parcel (the "Property") located on the south side of Bromley Business Parkway, that is conveniently located for such a facility. If the land is purchased, the County would then subsequently deed the property to the state, with a reversion clause.

This first amendment to the Purchase and Sale Contract signed December 12, 2017, is to authorize the change of the title company from Fidelity National Title Insurance Company to Land Title Guarantee Company.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office
County Attorney's Office

ATTACHED DOCUMENTS:

Resolution
First Amendment to Purchase and Sale Contract

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION APPROVING THE FIRST AMENDMENT TO THE PURCHASE AND SALE CONTRACT BETWEEN ADAMS COUNTY AND IVE COLORADO LLC, JACOBS COLORADO LLC, AND KING PAUL 1 LLC FOR LAND FOR THE ADAMS YOUTH SERVICES CENTER

WHEREAS, on December 12, 2017, Adams County approved the Purchase Agreement between Adams County and IVE Colorado LLC, Jacobs Colorado LLC, and King Paul 1 LLC (collectively the "Parties") for land for the Adams Youth Services Center; and,

WHEREAS, by means of the attached First Amendment to Purchase and Sale Contract, the Parties wish to amend the agreement and change the title company.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the First Amendment to the Purchase and Sale Contract between Adams County and IVE Colorado LLC, Jacobs Colorado LLC, and King Paul 1 LLC, a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners be authorized to execute said First Amendment on behalf of the County of Adams, State of Colorado.

FIRST AMENDMENT TO PURCHASE AND SALE CONTRACT

THIS FIRST AMENDMENT TO PURCHASE AND SALE CONTRCT (“**First Amendment**”) is entered into and effective as of the 16th day of January 2018 (“**First Amendment Date**”), by and between KING PAUL 1, LLC, a Colorado limited liability company, as to an undivided twenty-five percent (25%) interest (“**King Paul**”), JACOBS COLORADO LLC, a Colorado limited liability company, as to an undivided sixty-four percent (64%) interest (“**Jacobs**”), and IVE COLORADO LLC, a Colorado limited liability company, as to an undivided eleven percent (11%) interest (“**IVE**”), as tenants-in-common (collectively, “**Seller**”), and ADAMS COUNTY, COLORADO (“**Buyer**”).

RECITALS:

WHEREAS, Seller and Buyer entered into that certain Purchase and Sale Contract, dated December 12, 2017 (“**Contract**”), concerning the purchase and sale of certain real property situated in Brighton, Colorado, as more specifically described in the Contract (“**Property**”); and

WHEREAS, Seller and Buyer desire to amend the Contract on the terms and conditions set forth below.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Contract and herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree to amend the Contract as follows:

1. **Defined Terms.** Capitalized terms used herein and not otherwise defined herein shall have the same meanings given to such terms in the Contract.

2. **Title Company.** Notwithstanding anything contained in the Contract to the contrary, the parties have agreed to that the Title Company shall be changed to Land Title Guarantee Company, 3033 East First Avenue, Suite 600, Denver, Colorado 80206; Attention: Sherri Goldstein; sgoldstein@ltgc.com; (303) 331-6226. The parties agree to work in good faith to cooperate to effectuate the transfer of Buyer’s Earnest Money Deposit from Fidelity National Title Insurance Company to Land Title Guarantee Company promptly following execution of this First Amendment.

3. **Survey.** Section 4(B) of the Contract is hereby deleted in its entirety and replaced as follows:

Survey. Seller shall use commercially reasonable efforts to obtain and deliver to Buyer an ALTA survey of the Property, including Table A Items 1-4, 7(a), 8, 11, 13, 14, 16, 18 and 19 (the “**Survey**”), on or before January 24, 2018, which Survey shall be certified to Buyer, Seller and the Title Company; provided, however, with respect to Table A Item 18, Seller shall have no responsibility for obtaining, delivering or paying for a field delineation of wetlands or any other wetlands related study or report.

4. General Provisions. Except as modified herein, the Contract is in full force and effect and is hereby ratified by Buyer and Seller. In the event of any conflict between the Contract and this First Amendment, the terms and conditions of this First Amendment shall control. This First Amendment may be executed in counterparts, each of which (or any combination of which) when signed by all of the parties shall be deemed an original, but all of which when taken together shall constitute one agreement. Executed copies hereof may be delivered by electronic mail and upon receipt shall be deemed originals and binding upon the parties hereto.

[signatures on following page]

NOW, THEREFORE, the parties hereto have executed this First Amendment as of the First Amendment Date.

BUYER:

ADAMS COUNTY, COLORADO

By: _____

Name: _____

Its: _____

SELLER:

KING PAUL 1, LLC,
a Colorado limited liability company

By: _____

Name: _____

Its: _____

JACOBS COLORADO LLC,
a Colorado limited liability company

By: _____

Name: _____

Its: _____

IVE COLORADO LLC,
a Colorado limited liability company

By: _____

Name: _____

Its: _____



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 16, 2018
SUBJECT: Resolution Superseding December 12, 2017 Veterans Advisory Commission of Adams County to include an Adams County Commissioner Appointment
FROM: Raymond H. Gonzales, County Manager
AGENCY/DEPARTMENT: County Manager's Office
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the resolution.

BACKGROUND:

The Board of County Commissioners (BoCC) approved a resolution on December 12, 2017 establishing the Veterans Advisory Commission of Adams County. The resolution did not include the appointment of an Adams County Commissioner as was directed by the BoCC. The purpose of today's resolution is to supersede what was previously approved and add the Commissioner appointment.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office, County Attorney's Office, Veteran Services within Human Services

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

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Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

AMENDED RESOLUTION ESTABLISHING THE ADAMS COUNTY VETERANS ADVISORY COMMISSION

WHEREAS, Adams County veterans face unique challenges on a daily basis; and,

WHEREAS, Adams County has decided to gather together veterans from within the county to address and work cooperatively with other county boards, councils, and staff with regard to policies, programs, and concerns relating to veterans' interest and develop new working relationships with all other agencies serving veterans within the County; and,

WHEREAS, the Veterans Advisory Commission shall consist of nine members (all of whom shall be residents of Adams County, five of whom shall be members of the general public who are veterans, one of whom shall be a currently serving Adams County Commissioner, and the remaining three members shall either be active duty military personnel, in the National Guard, the Air National Guard, or Reserve members of any military branch serving in Colorado or be immediate family members including surviving spouses of military, National Guard, reservist or veterans within Adams County) that are appointed by, and may be removed by, the Adams County Board of County Commissioners; and,

WHEREAS, the Adams County Commissioner member will be appointed for an annual term; and,

WHEREAS, for the non-commissioner members the initial term for four members of the Veterans Advisory Commission shall be for three years and the initial term for the remaining four members shall be for four years, with all non-commissioner members to have four-year terms thereafter; and,

WHEREAS, vacancies shall be filled by appointment for the unexpired terms in the manner the appointments are initially made; and,

WHEREAS, the members shall continue in office until their successors are appointed and have qualified; and,

WHEREAS, members shall be eligible for reappointment, but shall not serve more than two consecutive terms.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Veterans Advisory Commission is hereby established in order to make recommendations to the Board of County Commissioners regarding the veterans within Adams County.

BE IT FURTHER RESOLVED that the Veterans Advisory Commission shall be staffed by the Veterans Services Officer.

BE IT FURTHER RESOLVED that this resolution shall replace and supersede the previous resolution establishing the Adams County Veterans Advisory Commission, Resolution 2017-608.