

**ADAMS COUNTY  
PROFESSIONAL SERVICE AGREEMENT  
FOR ENTERTAINMENT FOR THE ADAMS COUNTY FAIR**

THIS AGREEMENT ("Agreement") #2019.039 is made this 1 day of JULY 2019, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Ivan Entertainment, located at 916 South 15<sup>th</sup>, Temple, Texas 76504, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties."

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

**1. SERVICES OF THE CONTRACTOR:**

1.1. All work shall be in accordance with the attached Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.

**2. RESPONSIBILITIES OF THE COUNTY:** The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

**3. TERM:**

3.1. Term of Agreement: The Term of this Agreement shall be from the date first written above to August 5, 2019.

**4. PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of \$30,000.00.

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

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

for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

6. **NONDISCRIMINATION:**

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

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

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

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

8.2. **Workers' Compensation Insurance:** Per Colorado Statutes

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

8.3.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.3.2. 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.

8.3.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

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

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

8.6. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

## **9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS**

9.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

## **10. TERMINATION:**

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

## **11. MUTUAL UNDERSTANDINGS:**

11.1. 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 Adams County, Colorado.

- 11.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations.
- 11.3. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 11.4. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 11.5. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 11.6. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 11.7. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:
- 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested;
  - 2) Immediately upon hand delivery; or
  - 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Parks and Special Events  
Contact: Casandra Vossler  
Address: 9755 Henderson Road  
City, State, Zip: Brighton, Colorado 80601-8114  
Phone: 303-637-8027  
E-mail: cvossler@adcogov.org

Department: Adams County Purchasing  
Contact: Anna Forristall  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720-523-6297  
E-mail: aforristall@adcogov.org

Department: Adams County Attorney's Office  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6116

Contractor: Ivan Entertainment  
Contact: Ivan Hernandez  
Address: 916 South 15<sup>th</sup>  
City, State, Zip: Temple, Texas 76504  
Phone: cell: 254-493-8344; office: 254-773-1775  
E-mail: texmexfest@aol.com

- 11.8. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 11.9. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 11.10. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 11.11. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.
- 12. 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 May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 12.1. 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.

- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. 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.
- 12.4. 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.
- 12.5. 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.
- 12.6. If the 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 (3) 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 (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 12.7. 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).
- 12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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

**ADAMS COUNTY, COLORADO  
COUNTY MANAGER**

*[Signature]*  
Raymond H. Gonzales

1 July 2019  
Date

**IVAN ENTERTAINMENT**

*[Signature]*  
Signature

6-20-19  
Date

IVAN HERNANDEZ  
Printed Name

Artist Manager/Agent  
Title

**Attest:**  
Josh Zygielbaum, Clerk and Recorder

*[Signature]*  
Deputy Clerk

Approved as to Form:

*[Signature]*  
Adams County Attorney's Office

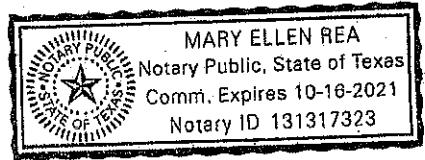
**NOTARIZATION OF CONTRACTOR'S SIGNATURE:**

COUNTY OF BELL ) STATE OF TEXAS ) SS:

Signed and sworn to before me this 20th day of June, 2019,

by IVAN HERNANDEZ

*[Signature]*  
Notary Public



My commission expires on: 10-16-2021

## 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:

Ivan Entertainment                      6-20-19  
Company Name                              Date

  
Signature

Ivan Hernandez  
Name (Print or Type)

Artist Manager/Agent  
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



Agreement made this date, Thursday, March 21, 2019 by and between Ivan Entertainment (hereinafter referred to as Artist) and ADAMS COUNTY FAIR (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon the terms and conditions hereinafter set forth:

# EXHIBIT A

**ARTIST:** Ivan Entertainment f/s/o TexMex Fest  
**VENUE:** Adams State Fairgrounds, Brighton, CO  
Phone: Fax:

**DATE(S):** Sun, Aug 4, 2019

**EVENT:** Fair  
See Additional Terms

<b>No. Days/Shws:</b> 1 / 1	<b>Showtime(s):</b> tbd	<b>Merchandising</b>
<b>Load In:</b> tbd	<b>Onstage:</b>	<b>Artist sell:</b>
<b>Snd Chck:</b> tbd	<b>Ages:</b>	<b>Build sell:</b>
<b>Doors Open:</b> tbd	<b>Curfew:</b>	

**RMS:** \$ 30,000.00 Flat Guarantee

Plus riders & backline  
Plus accommodations & hospitality  
PLUS Purchaser agrees to provide and pay for S&L, backline and monitors to meet with Artist's specifications and approval.

**ADDITIONAL PROVISIONS:**

4-5:30 pm - Raulito Navaira  
6-7:30 pm - Chente Barrera  
8-9:30 pm - Little Joe y la Familia

**DEPOSITS:** \$ 15000.00 Deposit to Harmony Artists, Inc (Fed ID# 953196365) due by: Sat, Apr 20, 2019

Signed contracts and riders due by: 4/20/19  
The balance of the guarantee shall be paid to Artist or Artist's representative immediately prior to the final performance day via cash, certified/cashier's check or money order payable to Harmony Artists, Inc.

**ALL PAYMENTS SHALL BE PAID BY CERTIFIED CHECK, MONEY ORDER, CASHIER'S CHECK, BANK DRAFT, OR CASH IN U.S. DOLLARS. NO PERSONAL OR COMPANY CHECKS, UNLESS OTHERWISE SPECIFIED HEREIN.**

performance on the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Artist.

It is expressly understood by the Purchaser and the Artist who are parties to this contract that neither Harmony Artists, Inc, nor its employees nor agents are parties to this contract in any capacity other than as Agent and, therefore, that neither Harmony Artists, Inc, nor its employees nor agents shall be liable for the performance or breach of any provision hereof.

This contract shall not be binding unless signed by all parties hereto. Should any Additional Clause(s), Rider, Addendum and/or endorsement sheet be annexed to this Agreement it/they shall also constitute a part of this agreement. and shall be signed by all parties to this contract.

This agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control.

WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Ivan Entertainment  
Ivan Hernandez FED ID#:

Harmony Artists, Inc. 3575 Cahuenga Blvd., Ste 560  
Beverly Hills, CA 90068  
Tel: 310.655.5007 Fax: 323.655.5154

BOOKING AGENT: Jerry Ross

ADAMS COUNTY FAIR

~~Cassandra Vossler~~

X

9755 HENDERSON RD.

BRIGHTON, CO. 80611

303-637-8027 Fax:

CONTACT: Casandra Vossler

APPROVED AS TO FORM  
COUNTY ATTORNEY

**Additional Contract Provisions**

Contract #: 18364

The Provisions of this Contract Addendum are deemed incorporated in and part of the Concert Performance Engagement") identified below.

Artist: **IVAN ENTERTAINMENT F/S/O TEXMEX FEST**

Date of Show[s]: **8/4/19**

Venue: **ADAMS STATE FAIRGROUNDS, BRIGHTON**

Presenter shall provide, at no cost to producer, accommodations for cast and crew the night before and the night of each performance day. Accommodations shall be located in the city the performance takes place and shall consist of rooms that meet or exceed AAA Tourbook requirements for lodging.

DEFAULT: In the event that Presenter defaults in any payment or payments when due or breaches any covenant hereof or defaults under any other written agreement with the ARTIST or is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy or reorganization or takes advantage of any insolvency law or if a receiver or trustee is appointed of any substantial portion of its or his assets and such appointment shall not be vacated within ten (10) days, The ARTIST may at its election and in its sole discretion, cancel any or all of the performances set forth in this agreement and The ARTIST may thereafter retain monies received as liquidated damages. The ARTIST, upon its exercise of its election to cancel, shall be released of all obligations under this agreement.

FORCE MAJEURE AND CLAIMS LIMIT: It is understood and agreed that in the event that the ARTIST shall be delayed, hindered in, or prevented from any performance at any theater(s) by reasons of strikes, fuel crises, lockout, labor trouble, riots, insurrection, war, delay of transportation service, or other reasons beyond its control, the ARTIST shall not be liable for any claims for damages resulting from said delay, hindrance or non performance. Furthermore, in no event shall the ARTIST be liable, under the terms of this Agreement, for claims for damages in excess of Presenter's paid out-of-pocket expenditures directly related to the Production.

INDEMNIFICATION: <sup>to the extent allowed by Colorado law</sup> Presenter does hereby indemnify the ARTIST and shall hold the ARTIST harmless from any and all claims resulting from any performances hereunder.

STAGE, SOUND, LIGHTING, AND FRONT OF HOUSE: Presenter is responsible, at his own expense, for all facility related expenses including but not limited to personnel, technical equipment front of house, box office, load in and load out.

VENUE, LAW, AND STATUS OF AGREEMENT: This agreement is deemed to be made in <sup>Colorado</sup> California, to be interpreted under California Law and the venue of all disputes shall be in the ~~Municipal Court of Los Angeles County~~ <sup>17th Judicial District Court, Adams County Colorado</sup>

APPROVED AS TO FORM  
COUNTY ATTORNEY  
*[Signature]*

Ivan Entertainment  
Ivan Hernandez

ADAMS COUNTY FAIR  
~~Cassandra Vossler~~

X

X