



TEMPORARY EMPLOYMENT SERVICES
Led by the State of New Mexico

Master Agreement #: 50-000-15-00058 AB

Contractor: **ATA SERVICES, INC.**

Participating Entity: **COUNTY OF LARIMER, COLORADO**

The following products or services are included in this contract portfolio:

- *All products and accessories listed on the Contractor page and the Contractor Master Agreement located on the NASPO ValuePoint website.*

Master Agreement Terms and Conditions:

1. **Scope:** This Participating Addendum ("Agreement") covers the *Temporary Employment Services* led by the State of *New Mexico* for use by state agencies and other entities as set forth in the NASPO ValuePoint Master Agreement Terms and Conditions, Temporary Employment Services, 50-000-15-00058 AB, between the State of New Mexico and ATA Services, Inc and dated December 27, 2016 by ATA Services, Inc. ("NASPO ValuePoint Master Agreement" or "Master Agreement").
2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Colorado with approval by the Colorado Chief Procurement Official (Cindy Lombardi, Colorado State Purchasing & Contracts Director). Participating Entity enters into this Participating Addendum in accordance with the approval of Ms. Lombardi, attached hereto as Exhibit A. Issues of interpretation and eligibility for participation are solely within the authority of said State Chief Procurement Official.
3. **Primary Contacts:** The primary contact individuals for this Agreement are as follows (or their named successors):

Contractor

Name:	ATA Services, Inc.
Address:	405 Urban Street, Suite 150, Lakewood, CO 80228
Telephone:	(303) 278-9900
Fax:	(303) 278-7500
Email:	philb@ataservices.net

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Authorized Subcontractor

Name:	AppleOne Employment Services
Address:	327 West Broadway, Glendale, CA 91204
Telephone:	(818) 240-8688
Fax:	(818) 240-1706
Email:	mhoyal@ain1.com

Participating Entity

Name:	County of Larimer, CO
Address:	200 W. Oak, Fort Collins, Colorado 80521
Telephone:	970-498-5988
Fax:	970-498-5980
Email:	straitbr@co.larimer.co.us

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

a. TERM.

- i. The term of this Agreement shall be from the date of execution through January 31, 2019.
- ii. The Participating Entity at its sole option may offer to extend this contract for up to three (3) additional one-year terms. The extension options may be exercised providing satisfactory service is given and all terms and conditions of the contract have been fulfilled. Such extensions must be mutually agreed upon in writing, by and between the Participating Entity and the Contractor.

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- b. **FINANCIAL OBLIGATIONS & IMMUNITY.** Participating Entity is a Colorado public entity and all financial obligations extending beyond the current fiscal year are subject to funds being budgeted and appropriated therefore. Termination of this Agreement due to future non-appropriation shall not be considered a breach or default by Participating Entity. Nothing in this Agreement shall be deemed a waiver of any provision of the Colorado Governmental Immunity Act.
- c. **INDEPENDENT CONTRACTOR.** In performing the services or work under this Agreement, the Contractor acts as an independent contractor and is solely responsible for necessary and adequate workers' compensation insurance, personal injury and property damage insurance. The Contractor and any and all of its personnel utilized by the Participating Entity under the terms of this Agreement are not and shall not become employees, agents or servants of the Participating Entity because of the performance of any services or work by this Agreement.
- d. **INDEMNIFICATION.** The Contractor agrees to defend, indemnify and to hold the Participating Entity and its agents, employees, appointees, and officials harmless from 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 to the extent caused or sustained by any person(s) as a result of any actual or alleged intentional or negligent act by Contractor or failure of Contractor to perform services in this Agreement and/or the Master Agreement according to its terms. This provision shall continue in effect after termination or expiration of this Agreement.
- e. **NO PLEDGE OF CREDIT OR AID TO CORPORATIONS.** Pursuant to Colorado Constitution Article XI, §1 and 2, and Article X, §20, the Participating Entity shall not indemnify or hold harmless Contractor or any party related to or operating under this Agreement. No provision of this Agreement shall limit or set the amount of damages available to the Participating Entity to any amount other than the actual direct and indirect damages to the Participating Entity, regardless of the theory or basis for such damages. Any provision included or incorporated in this Agreement by reference which purports to negate this provision in whole or in part, or which conflicts with its terms, shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of this Agreement.
- f. **GOVERNING LAW & VENUE.** This Agreement shall be deemed to have been made in and construed and enforced in accordance with the laws of the State of Colorado. The parties consent to exclusive jurisdiction and exclusive venue of the federal and state courts with jurisdiction in Larimer County, Colorado, for resolution of any and all disputes related in any way to this Agreement or the Master Agreement.
- g. **NO EXCLUSIVE CONTRACT FOR SERVICES.** The parties acknowledge that this Agreement does not guarantee Contractor any work or create an exclusive contract for services.

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- h. ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES.** Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to C.R.S. §8-17.5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed, (b) shall notify the subcontractor and the Participating Entity within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the Participating Entity a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or C.R.S. §8-17.5-102 et seq., the Participating Entity may terminate this Agreement for breach and, if so terminated, Contractor shall be liable for damages.
- i. INSURANCE.**
- i. For purposes of this Agreement, the insurance requirements stated within this section shall supersede and replace the insurance requirements specified within Section 21 of the Master Agreement.
 - ii. The Contractor shall obtain, and maintain continuously for the term of this contract, at its expense, the insurance described in this section 4(i). The Contractor is not relieved of any liability or other obligations assumed pursuant to this contract by reason of its failure to obtain or maintain insurance or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
 - iii. Prior to commencement of any work, contractor shall forward Certificates of Insurance to Larimer County Risk Management, 200 W. Oak St., #4000, Fort Collins, Colorado 80521. The insurance required shall be procured and maintained in full force and effect for the duration of the Contract and shall be written for not less than the following amounts, or greater if required by law. Certificate Holder should be Larimer County at the above address.
 1. Workers' Compensation and Employers' Liability

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- a. State of Colorado: Statutory
 - b. Applicable Federal: Statutory
 - c. Employer's Liability: \$100,000 Each Accident
\$500,000 Disease-Policy Limit
\$100,000 Disease-Each Employee
 - d. Waiver of Subrogation
2. Commercial General Liability on an Occurrence Form including the following coverages: Premises Operations; Products and Completed Operations; Personal and Advertising Injury; Medical Payments; Contractual Liability; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001. Minimum limits to be as follows:
- a. Bodily Injury & Property Damage General Aggregate Limit \$2,000,000
 - b. Products & Completed Operations Aggregate Limit \$2,000,000
 - c. Personal & Advertising Injury Limit \$1,000,000
 - d. Each Occurrence Limit \$1,000,000
3. Other General Liability Conditions:
- a. Products and Completed Operations to be maintained for one year after final payment. Contractor shall continue to provide evidence of such coverage to the Participating Entity on an annual basis during the aforementioned period (as appropriate).
 - b. Contractor agrees that the insurance afforded the Participating Entity is primary.
 - c. If coverage is to be provided on Claims Made forms, contractor must refer policy to Risk Management Department for approval and additional requirements.
4. Professional Liability/Errors & Omissions \$1,000,000
5. Crime Insurance (3rd Party payee) \$1,000,000
6. Commercial Automobile Liability coverage to be provided on Business Auto, Garage, or Truckers form. Coverage provided should be at least as broad as found in ISO form CA0001 (BAP), CA0005 (Garage) or CA0012 (Trucker) including coverage for owned, non-owned, & hired autos. Limits to be as follows:
- a. A. Bodily Injury & Property Damage Combined Single Limit \$1,000,000
7. All Insurance policies (except Workers Compensation and Professional Liability) shall include Larimer County and its elected and appointed officials and employees as additional insureds as their interests may appear. The additional insured endorsement should be at least as broad as ISO form

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CG2010 for General Liability coverage and similar forms for Commercial Auto and Umbrella Liability. Additional Insured endorsement(s) shall be attached to the certificate of insurance that is provided to the Participating Entity.

8. The Participating Entity reserves the right to reject any insurer it deems not financially acceptable by insurance industry standards. Property and Liability Insurance Companies shall be licenses to do business in Colorado and shall have an AM Best rating of not less than B+ and/or VII.
 9. Notice of Cancellation: Each insurance policy required by the insurance provision of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Participating Entity, except when cancellation is for nonpayment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Larimer County Risk Management, 200 W. Oak St., #4000, Ft. Collins, CO 80521. If the insurance company refuses to provide the required notice, the contractor or its insurance broker shall notify the Participating Entity of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.
 10. Contractor shall furnish Participating Entity with certificates of insurance. Contractor will receive all subcontractors certificates of insurance. Such certificate must meet all requirements listed above.
- iv. ANY DEVIATIONS FROM THE STANDARDS GIVEN ABOVE MUST BE APPROVED BY THE LARIMER COUNTY RISK MANAGEMENT DEPARTMENT.
5. Subcontractors: All contactors, dealers, and resellers authorized in the State of *Colorado* as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
 6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS, WHEREOF, the parties have executed this Agreement as of the date of execution by both parties below.

**Board of County Commissioners
Of The County Of Larimer**



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Attest: _____
Deputy Clerk

By: _____
Lew Gaiter III
Chair, Board of County Commissioners
Date: _____

ATA Services, Inc.

By: BF Velasquez
BF Velasquez
President and CEO
Date: 9-6-17

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Tim Hay
Telephone:	503-428-5705
Email:	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]