



ADAMS COUNTY
COLORADO

Finance Department
4430 South Adams Parkway, Brighton, CO 80601
www.adams.co.us
Phone 720.523.6052 Fax 720.523.6058

TO: Maggie Murphy
FROM: Jennifer Tierney, Contract Administrator
DATE: February 21, 2013
SUBJECT: Fully Executed Agreement

Enclosed is you fully executed addendum and purchase order for you records, please send an invoice for services for payment.

Thank You

Jennifer Tierney, CPPB
Contract Administrator

Purchase Order Number 10539

**ADAMS COUNTY
PURCHASE ORDER**

Page 1 of 1
 Order Date: 02/20/13
 Requested Date: 02/20/13
 Cost Center: 5041

This Number Must Appear on all
 Invoices, Packing Lists, and Packages

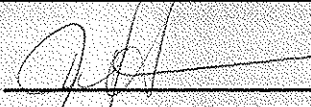
Vendor Address	Vendor and Shipping Information	Ship To Information
COMCAST SPOTLIGHT FILE 31357 PO BOX 60000 SAN FRANCISCO CA 94160	Phone: FAX: e-mail: Delivery: FOB DESTINATION	ADAMS COUNTY PARKS & COMMUNITY RESOURCES 9755 HENDERSON ROAD BRIGHTON CO 80601
VENDOR NUMBER: 124406		

Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	1	Comcast Advertising of Fair PER ALL TERMS CONDITIONS AND SPECIAL INSTRUCTIONS IN ATTACHED CONTRACT DOCUMENT		EA	0.0000	17,085.00	5041.8005	00002845

Original

Term Net 30 Days	Tax Rate *NA*	Sales Tax 0.00	Total Order 17,085.00
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ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT
 COLORADO TAX EXEMPT #98-03569

Invoice to: Adams County A/P 4430 S. Adams County Pkwy. Suite C4000A Brighton, CO 80601-8212 720-523-6050	Inquiries to: Adams County Purchasing Department 4430 S. Adams County Parkway, Suite C4000A Brighton, CO 80601-8212 720-523-6050	 112154 TIERNEY, JENNIFER D ADAMS COUNTY AUTHORIZED SIGNATURE
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SERVICE PURCHASE ORDER TERMS AND CONDITIONS

1. 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.

2. TERM: The term of this Agreement shall be for no more than one year from the date of this purchase order unless otherwise noted on the first page of this document.

3. 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.

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

5. 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.

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

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

6.1.1. Each Occurrence \$1,000,000

6.1.2. General Aggregate \$2,000,000

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

6.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)

6.2.2. Personal Injury Protection Per Colorado Statutes

6.3. Workers' Compensation Insurance: Per Colorado Statutes

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

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

6.4.2. 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.

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

6.5. 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.

6.6. 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.

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

7. TERMINATION:

7.1. 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.

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

ADAMS COUNTY, COLORADO
FIRST ADDENDUM TO
ADVERTISING SERVICES AGREEMENT WITH
COMCAST

THIS FIRST ADDENDUM TO SERVICE AGREEMENT ("First ADDENDUM") is entered into this 20th day of February, 2013, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams Parkway, Brighton, CO 80601, hereinafter referred to as the "County," and Comcast Spotlight, located at 1899 Wynkoop St., Suite 400, Denver, Colorado, 80202, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on May 15, 2012, the County entered into an agreement with Comcast and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term for one additional year, and,

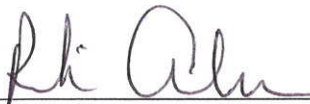
NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. The Service Agreement is hereby amended to extend the term of the Agreement through May 15, 2014.
2. The Payment and Fee schedule shall be an amount not to exceed seventeen thousand eighty-five dollars (\$17,085.00), paid in full by July 15, 2013, upon receipt of an invoice.
3. The 2013 air time schedule shall be in accordance with the attached scope of services, attached as exhibit "A".
4. The Service Agreement and this First Addendum contain 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 both parties. Any terms, conditions, or provisions of the Service Agreement that are not amended or modified by this First Addendum shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this First Addendum, the terms, conditions, and provisions of this First Addendum shall control.
5. The Recitals contained in this First Addendum are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.

6. This First Addendum may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
7. Nothing expressed or implied in this First Addendum is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this First Addendum or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this First Addendum by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.
8. If any provision of this First Addendum is determined to be unenforceable or invalid for any reason, the remainder of the First Addendum shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
9. Each party represents and warrants that it has the power and ability to enter into this First Addendum, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

RICK ANDERSON, PARKS AND
COMMUNITY RESOURCES DIRECTOR
ADAMS COUNTY, COLORADO



Signature

2/13/13

Date

ATTEST:
KAREN LONG

APPROVED AS TO FORM:

CLERK AND RECORDER



Adams County Attorney's Office

Deputy Clerk

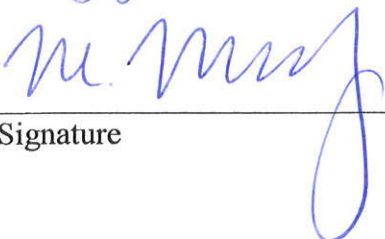
COMCAST SPOTLIGHT

Maggie Murphy / Acct. Mgr.

Printed Name and Title

2/6/12

Date



Signature