

Purchase Order Number 15690

ADAMS COUNTY PURCHASE ORDER

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

Page - 1 of 1
Order Date: 04/11/18
Requested Date: 04/11/18
Cost Center: 5010

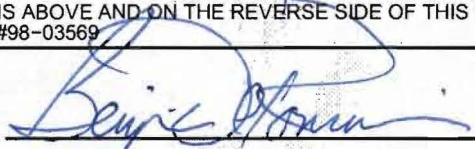
Vendor Address	Vendor and Shipping Information	Ship To Information
PIN BUSINESS NETWORK PO BOX 1382 PARKER CO 80134	Phone: FAX: e-mail: Delivery: FOB DESTINATION	ADAMS COUNTY PARKS AND OPEN SPACE 9755 HENDERSON ROAD BRIGHTON CO 80601
VENDOR NUMBER: 593447		

All services to be performed in accordance with service agreement #2018.105 attached hereto. BD

Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	0	fair advertising		EA	0.0000	13,147.00	5010.8005	11978
Original								

Term	Tax Rate	Sales Tax	Total Order
Net 30 Days	*NA*	0.00	13,147.00

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	 DEROMAMIS, BENJAMIN R ADAMS COUNTY AUTHORIZED SIGNATURE
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ADAMS COUNTY PURCHASE ORDER TERMS AND CONDITIONS

Quality: Vendor warrants that the goods delivered hereunder will conform to the description stated in this Order and that the goods will be merchantable, of good workmanship and materials, and free from defects. These warranties shall survive inspection, testing and/or acceptance of the goods. At County's option, and without prejudice to any other rights County may have, Vendor shall remedy any defective goods or reimburse County for its costs for remedying or replacing defective goods.

Packing Charges: No charges will be allowed for transportation, boxing, crating or other packaging unless set forth in writing in this Order.

Terms of Payment: Payment in full by County shall be made within thirty (30) days after receipt of invoice from Vendor.

Tax Exempt: County is a tax-exempt government entity, a body politic and corporate. No sales, use or excise taxes shall be included in or added to the prices of materials or goods on this Order. County's tax exempt number is 98-03569.

Appropriation Clause: The payment of County's obligation hereunder in fiscal years subsequent to the current year are contingent upon funds for this Order being appropriated and budgeted. If funds for this Order are not appropriated and budgeted in the year subsequent to the fiscal year of issuance of this Order, the County may terminate this Order. County's fiscal year is the calendar year. Termination under this provision shall not result in any penalty being imposed against County.

Cancellation for Cause: This Order is to be acknowledged properly, and the date of shipment shall be stated definitely in the acknowledgment by Vendor. In the event of Vendor's failure to deliver as and when specified, County reserves the right to cancel this Order, or any part thereof, without affect to its other rights, and Vendor agrees that County may return part or all of any shipment so made and may charge Vendor with any loss or expense sustained as a result of such failure to deliver.

Risk of Loss: If the risk of loss passes at the shipping point, and if Vendor fails to pack the goods in an appropriate manner or to ship them in the manner or route directed by County, Vendor shall reimburse County for any loss resulting from that failure.

Compliance: Vendor represents and warrants that it is in compliance with all applicable laws, rules and regulations that affect this Order.

Patents and Copyrights: Vendor shall indemnify, hold harmless, and defend County, its directors, officers, agents and employees for, from and against any suit, claim or demand alleging infringement of any patent or copyright or misappropriation of any confidential information or trade secret in the United States, in the country of source or country of destination, based on the manufacture, assembly, sale, lease or use of goods, machinery, equipment, apparatus, materials or processes supplied hereunder.

Indemnification: Vendor shall fully protect, indemnify, hold harmless and defend County, its directors, officers, agents and employees for, from and against any and all loss, cost, damage, injury, liability, claims, liens, demands, taxes, penalties, interest or causes of action of every nature whatsoever, including but not limited to those of Vendor's subcontractors, which in any manner arise out of, are incident to, or are in connection with Vendor's performance under this Order.

Jurisdiction and Venue: The laws of the State of Colorado shall govern the interpretation, validity and effect of this Order. Jurisdiction and venue for any disputes arising under this Order shall be with the District Court of Adams County, Colorado.

Assignment: This Order shall not be assigned in whole or in part without the prior written approval of County.

No Waiver of Rights: No actions or lack of action by County shall be deemed a waiver of any of the provisions, terms or conditions set forth herein. Any waiver by County must be in writing.

Entire Agreement: This Order, properly signed, constitutes the entire agreement between County and Vendor. Any alterations, changes, variations, or additional terms by Vendor are rejected unless expressly assented to in writing by County. Acceptance is expressly limited to the terms of this Order; any additional or different terms are of no force and effect and notification of objection to such additional terms is hereby given.

ADAMS COUNTY, COLORADO
AMENDMENT ONE 2018.105 FOR DIGITAL MARKETING SERVICES
FOR THE ADAMS COUNTY FAIR

THIS AMENDMENT ONE TO PROFESSIONAL/PURCHASE OF SERVICE AGREEMENT 2017.120 is entered into this 20 day of MARCH, 2018, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Pin Business Network, located at 8055 E Tufts Avenue, Suite 900, Denver, Colorado 80237, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on April 11, 2017, the County entered into a Professional/Purchase of Service Agreement 2017.120 with Contractor; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term, renew the agreement, add costs, etc.

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 renew/extend the term of the Agreement for 3 months from the effective date of this Contract Amendment One #2018.105.
2. Services shall be performed in accordance with Exhibit B Attached hereto.
3. Payment to Contractor for services shall be: Thirteen Thousand One Hundred Forty Seven Dollars **(\$13,147.00)**.
4. The Service Agreement and this Amendment One 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. Except as amended by this Amendment, and any prior amendment(s), the terms and conditions of the Agreement remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this Amendment One, the terms, conditions, and provisions of this Amendment One shall control.
5. The Recitals contained in this Amendment One are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
6. This Amendment One 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 Amendment One 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 Amendment One or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Amendment One 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 Amendment One is determined to be unenforceable or invalid for any reason, the remainder of the Amendment One 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 Amendment One, 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.

ADAMS COUNTY MANAGER'S OFFICE


Raymond H. Gonzales, County Manager

3.21.2018
Date

PIN Business Network

Joseph Orrino
Print Name

General Counsel / Secretary
Print Title

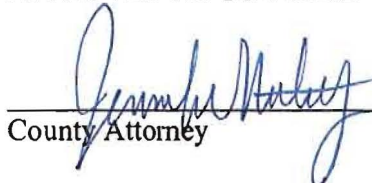

Signature

03.22.2018
Date

ATTEST: STAN MARTIN
CLERK AND RECORDER

Chianne
Deputy Clerk

APPROVED AS TO FORM:


County Attorney

Service Agreement

Adams County Fair

Section 1: Platform Set-Up / Special Services

Adwords Setup \$250

Sub-Total Section 1: \$250

Section 2: Monthly Recurring Services

CORE Package \$2299

Primary Pod included: Aurora

Additional Pods: \$0

Notes: Additionally, you get postings in Arvada and Westminster and will be the Sponsor of Northwest Metro Banner Ad 7/1-8/5.

Monthly Sub-Total Section 2: \$2299

Section 3: Monthly Direct Spends

Category

AdWords Budget \$500

Display Ad Budget \$500

Facebook / Social Influence Budget \$1000

Monthly Sub-Total Section 3: \$2000

Total Sum Setup Costs (Due Today) Upon Executing This Service Agreement: \$250

Total Sum Monthly Costs (Due Today): \$4299

Total Sum (3 months + Setup Costs): \$13,147

**Included in Special Services (Section 3):

Pay Per Use Charges

Email Sending \$2.30 / 1,000

SMS Text Message
Sending \$20.00 / 1,000

Call Tracking Phone
Numbers \$50 / month for first 8 numbers, 200 mins; additional: \$2/month per number, \$0.05/min

Terms and Conditions

This Service Agreement and the Client Agreement ("Terms") attached to this Service Agreement together form the agreement governing the obligations of the obligations and rights of you (the "Client") and PIN, and are collectively referred to as the "Agreement." The Agreement is effective as of the date signed by the Client.

The Initial Term of this Agreement is 3 Months months.

You agree to pay recurring, monthly fees for the Products and Services (defined in the Terms). Payment is due upon receipt of each monthly invoice.

After the Effective Date (defined in the Terms) of this Agreement, no change or modification to the Products or Services listed in this Service Agreement will be effective without a written and signed Change Order.

The Client/PIN Business Network relationship is a dynamic decision making process in which the parties identify, evaluate, and choose appropriate communication strategies and alternatives. To achieve these goals, PIN Business Network requires regular communication with you, the Client. Failure of you to properly communicate with PIN Business Network may result in decreased performance. In the event the Client ceases to communicate, PIN Business Network will continue to perform its duties, pursuant to the terms of the Service Agreement and the Terms, based on its best practices and procedures.

As the Client, you will be held accountable for each full Term (defined in the Terms) of the contract as outlined in the Terms.

Accepted by Client:

Signature

Title

Name

Date

Adams County Fair
Business Name
cbossingham@adcogov.org
Email
jkemp@pinbusinessnetwork.com
Digital Media Advisor's Email

Phone

PIN Business Network Client Agreement

This PIN Business Network Client Agreement (the “**Agreement**”), dated as of the date (the “**Effective Date**”) set forth in the Service Agreement (the “**Service Agreement**”) is made by and between PIN Business Network, Inc. (“**PIN**”) and the client identified on the applicable Service Agreement (the “**Customer**”). The products and services to which Customer subscribes, as indicated in the Service Agreement, are collectively referred to as the “**Licensed Products**”, and are components under the Agreement executed by and between the parties (the “**Agreement**”). By clicking on “**I Accept**”, Customer agrees to be bound by the Agreement and the Service Agreement.

TERMS AND CONDITIONS

These provisions apply to all Licensed Products.

1. **Definitions.** Except as otherwise defined in this Agreement, all capitalized terms have the meanings stated.
2. **Licenses.** For the fees stated in the applicable Service Agreement, PIN grants Customer a nonexclusive, nontransferable, revocable license during the time of this Agreement, to access the PIN Business Network Website or other applicable websites and use the Licensed Products in accordance with the Agreement.
3. **Fees; Payment.** In consideration of PIN’s provisions of the Licensed Products hereunder, Customer shall pay the fees specified in the applicable Service Agreement during the term of this Agreement the method set forth therein. After the initial 12 months of service, PIN may increase fees or add additional fees by providing 45 days’ advance notice to Customer, in which case Customer shall have the right to terminate this agreement by providing written notice to PIN within 10 days of Customer’s receipt of the fee increase notice or, if such a fee increase notice is effective upon the Agreement’s renewal, 30 days prior to such renewal. If Customer does not so terminate the agreement, such revised fees will apply. In the event that Customer fails to pay as agreed, or is in breach of the Agreement, PIN may withhold services, information, data, and reporting from Customer.
4. ~~**Taxes and Collection Agency Fees.** All taxes or other assessments imposed by governmental authorities based upon this Agreement (including sales, use and excise taxes) are the obligation of Customer, whether such taxes are now or hereafter imposed. Customer is also liable for all collection agency fees and reasonable attorneys’ fees payable by PIN in connection with enforcing Customer’s performance of its payment obligations.~~ ADAMS COUNTY IS TAX EXEMPT
5. **Term; Termination.**
 - (a) **Term.** This Agreement expires 3 months from the Effective Date of the Professional Services Agreement # 2018.105
 - (b) **Termination.** PIN may terminate this Agreement in whole or in part: (1) upon 30 days’ prior written notice to Customer Customer breaches any representation, warranty or covenant set forth in the Agreement and fails to cure such breach within such 30 day period; or (2) immediately, if Customer fails to pay any amount due hereunder within 30 days of the due date. In the event of a breach of the Agreement by Customer that is not cured as set forth herein, all sums payable to PIN during the full Term of the applicable Service Agreement or Service Agreements will be accelerated and will be due and payable upon 10 days from receipt of written notice from PIN. Customer may cancel this agreement by providing PIN notice, in writing, at least 30 days prior to the end of the Current Term. Customer shall remain liable for all outstanding balances and invoices due and agrees to make payment within 15 days of receipt.
6. **Warranty; Limitation of Liability.**
 - (a) **Limited Warranty.** PIN warrants that Licensed Products will be in good working order. PIN’s obligation hereunder shall be limited to making such reasonable repairs and replacements as necessary to maintain the Licensed Products in good working order and to substantially conform to the developed standards. PIN explicitly disclaims all other warranties.
 - (b) **Limitation of Liability.** Customer agrees that the Licensed Products are tool based and rely heavily on the interaction and use of the tools by Customer. Customer hereby waives any claim Customer may have against PIN for any loss, damage, or expense of any kind whatsoever caused by the Licensed Products or by any defect therein, the use or maintenance thereof, or any servicing or adjustment thereto, not expressly covered by the warranty contained in this Agreement. Customer further agrees that PIN will not be liable, regardless of the form of action, whether in contract, warranty, equity, or in tort (excluding negligence and strict liability), for any direct, indirect, incidental, consequential, punitive or special damages arising from loss of use of the Licensed Products, lost or corrupted data, theft of data, lost profits, cost of capital, cost of substituted products, facilities, services, downtime costs, or for any claim or demand against the Customer by any other party.
7. **Use of PIN Credit Card.** In certain instances, a credit card under PIN’s name or one of its agents’ name (the “**PIN Credit Card**”), will be attached to an account to which both the Customer and PIN have access. Prior to limiting PIN’s administrative access to such an account, Customer must provide two (2) business days’ notice to allow PIN to remove the PIN Credit Card. Customer shall be in breach of this Agreement if they fail to provide such notice or if charges are applied the PIN Credit Card after PIN’s account access is limited without prior written authorization from PIN. The dollar amount of charges incurred plus 10% shall be due to PIN immediately upon such breach.

8. **Additional Services.** Any products or services provided by PIN beyond the Licensed Products shall be subject to additional fees or charges to be determined and agreed upon prior to the provision of such additional products or services.
9. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed effective: (i) upon personal delivery; (ii) two (2) business days after it is deposited in a regularly maintained depository of the United State Postal Service, registered or certified mail, postage prepaid, return receipt requested; or (iii) on the next business day after being placed in the physical control of a bonded overnight delivery/courier service, and addressed to Customer as specified in the Service Agreement if to Customer, and to PIN Business Network, 8055 E. Tufts Ave., Denver, CO 80237 if to PIN.
10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without giving effect to any choice of law provision or rule (either of the State of Colorado or any other jurisdiction) that would cause the application of laws of any jurisdictions other than the State of Colorado.
11. **Amendments and Waivers.** No amendments or any provision of this Agreement shall be valid unless in writing and signed by the Parties. No waiver by either Party of any default, misrepresentation, or breach of warranty or covenant herein, whether intentional or not, shall be deemed to extend to any prior or subsequent fault, misrepresentation, or breach of warranty or covenant herein or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
12. **Conflicting Terms.** If any term set forth in the Service Agreement conflicts with any term set forth in the Agreement, the term in the Agreement shall control unless the conflicting term in the Service Agreement was the result of a written amendment or waiver signed by the Parties.
13. **Force Majeure.** Neither party shall be deemed in default hereunder, nor shall it hold the other Party responsible for, and cessation, interruption or delay in performance of its obligations hereunder due to earthquake, flood, storm, natural disasters, act of God, war, armed conflict, labor strike, lockout, or boycott, provided that the Party relying upon this section (i) shall have given the other Party a prompt written notice thereof and, in any event, with five (5) days of discovery thereof and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this section extends for a period in excess of thirty (30) days in the aggregate, either Party may immediately terminate this Agreement.
14. **Dispute Resolution.** Venue for any controversy or claim arising out of relating to this Agreement and the Service Agreement shall be in Adams County, Colorado. In the event that PIN shall be required to enforce the terms of this Agreement by lawsuit or otherwise, PIN shall be entitled to recover its costs and expenses incident to any such lawsuit or proceeding, including reasonable attorneys' fees.
15. **Incorporation of Exhibits.** Any schedules, addendums, exhibits or other documents identified in the Service Agreement and this Agreement are incorporated herein by reference and made a part hereof.

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT #2017.120**

THIS AGREEMENT #2017.120 ("Agreement") is made this 11th day of APRIL 2017, 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 Pin Business Network, located at 8055 E Tufts Avenue, Suite 900, Denver, Colorado 80237, 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 Services Agreement and Network Client Agreement attached hereto as 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.
- 1.2. The following provisions of Exhibit A shall be amended as follows:
 - 1.2.1. The sentences reading, "This Contract will automatically renew for subsequent month terms each anniversary unless notified in advance via certified mail thirty-days prior to the initial Term expiration and subsequent annual term expirations. You agree to pay recurring, monthly fees for the services you are purchasing and for any additional fees you agree to via an additional services order form. Invoices are due upon receipt prior to the first of each month," shall be deleted from the terms and conditions of the Services Agreement.
 - 1.2.2. Section 4 of the Network Client Agreement shall be deleted entirely. Adams County is tax exempt.
 - 1.2.3. Section 5a of the Network Client Agreement shall be revised to read, "Term shall be for 3 months from the effective date of Professional Services Agreement #2017.120."
 - 1.2.4. Section 14 of Network Client Agreement; Dispute Resolution venue shall be revised to Adams County Colorado.
- 1.3. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

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 for three (3) months from the executed date of this agreement.

3.2. **Renewal Option:** The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.

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: **Seventeen Thousand Three Hundred and Ninety Seven Dollars (\$17,397.00).**

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. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.
 - 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
 - 8.2.2. Personal Injury Protection: Per Colorado Statutes
 - 8.3. **Workers' Compensation Insurance:** Per Colorado Statutes
 - 8.4. **Professional Liability Insurance:** to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
 - 8.4.1. Each Occurrence: \$1,000,000
 - 8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
 - 8.5. **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:
 - 8.5.1. 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.
 - 8.5.2. 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.
 - 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
 - 8.6. **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.

- 8.7. 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.
- 8.8. 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. WARRANTY:

- 10.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

11. TERMINATION:

- 11.1. 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.
- 11.2. 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.

12. MUTUAL UNDERSTANDINGS:

- 12.1. 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.
- 12.2. 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, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 12.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 12.4. 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.
- 12.5. 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.
- 12.6. 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.
- 12.7. 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.

The remainder of this page left blank intentionally.

- 12.8. 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 Open Space
Contact: Casandra Bossingham
Address: 9755 Henderson Road
City, State, Zip: Brighton, Colorado
Phone: 303.637.8027
E-mail: cbossingham@adcogov.org

Department: Adams County Purchasing
Contact: Ben DeRomanis
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6043
E-mail: bderomanis@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: PIN Business Network
Contact: Jean Kemp
Address: 8055 E Tufts Ave, Suite 900
City, State, Zip: Denver, Colorado 80237
Phone: 414.788.3722
E-mail: jkemp@pinbusinessnetwork.com

- 12.9. 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.
- 12.10. 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.
- 12.11. 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.

- 12.12. 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.

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

- 13.1. Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.
- 13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

14. 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:

- 14.1. 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.
- 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.3. 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.
- 14.4. 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.
- 14.5. 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.

- 14.6. 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.
- 14.7. 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).
- 14.8. 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.

The remainder of this page is left blank intentionally.

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

Adams County Parks and Open Space Department

[Signature] Date 4/11/17
Nathan Mosley, Director

PIN Business Network

[Signature] Date 4/11/17
Signature

Tim Gibson Title COO
Printed Name

Attest:

Stan Martin, Clerk and Recorder [Signature]
Deputy Clerk

Approved as to Form: [Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Adams

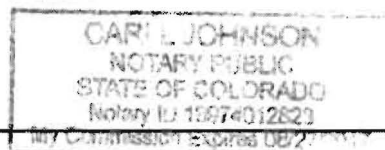
STATE OF Colorado)SS.

Signed and sworn to before me this 11th day of April, 2017,

by Timothy S Gibson,

[Signature]
Notary Public

My commission expires on: _____



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:

FIN Business Network
Company Name

4/11/17
Date


Signature

Tim Gibson
Name (Print or Type)

COO
Title

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

EXHIBIT A



8055 E Tufts Ave Suite 900
Denver, CO 80237

Services Agreement

Adams County Fair

Section 1: Platform Set-Up / Special Services

Core Setup	\$1000
Display Ad Setup	\$6500

Sub-Total Section 1: \$7500

Section 2: Monthly Recurring Services

CORE Package	\$1799
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Primary Pod included: Brighton

Notes: Additional sponsorship of Northeast Metro Banner Ad July 1st-August 6 @ No Charge

Monthly Sub-Total Section 2: \$1799

Section 3: Monthly Direct Spends

Category

Display Ad Budget	\$1500
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Monthly Sub-Total Section 3: \$1500

Total Sum Setup Costs (Due Today) Upon Executing This Service Agreement: \$7500

Total Sum Monthly Costs (Due Today): \$3299 x 3 = \$ 9897

**Included in Special Services (Section 3):

Pay Per Use Charges

Email Sending	\$2.30 / 1,000
SMS Text Message Sending	\$20.00 / 1,000
Call Tracking Phone Numbers	\$50 / month for first 8 numbers, 200 mins; additional: \$2/month per number, \$0.50/min

TOTAL: \$17,397.00

BRD

Terms and Conditions

The Initial Term of the Contract is 3 months. ~~This Contract will automatically renew for subsequent month terms each anniversary unless notified in advance via certified mail thirty days prior to the initial term expiration and subsequent annual term expirations. You agree to pay recurring, monthly fees for the services you are purchasing and for any additional fees you agree to via an additional services order form. Invoices are due upon receipt prior to the first of each month.~~ BRD

YOUR USE OF THE SERVICES OUTLINED IN THIS ORDER FORM (THE "LICENSED PRODUCTS") SHALL BE GOVERNED BY THE TERMS AND CONDITIONS CONTAINED IN PIN'S CLIENT AGREEMENT IN EFFECT AS OF THE DATE YOU SIGN THIS ORDER FORM (THE "AGREEMENT"). BY SIGNING THIS ORDER FORM, CUSTOMER ACKNOWLEDGES HAVING READ THE AGREEMENT AND AGREES TO BE BOUND BY THE AGREEMENT, WITH RESPECT TO THE LICENSED PRODUCTS AND SERVICES INDICATED AND FOR THE TERMS AND FEES INDICATED.

You may access the AGREEMENT at the following website: PIN Business Network. The password to access the AGREEMENT is "termsv1.3" You should carefully review the AGREEMENT. The AGREEMENT, including this Order Form, comprises the entire Agreement (the "Customer Agreement") and shall constitute a binding contract, effective as of the date you sign this Order Form (the "Effective Date").

The Client/PIN Business Network relationship is a dynamic decision making process in which the parties identify, evaluate, and choose appropriate communication strategies and alternatives. To achieve these goals, PIN Business Network requires regular communication with you, the Client. Failure of you to properly communicate with PIN Business Network may result in decreased performance. In the event the Client ceases to communicate, PIN Business Network will continue to perform its duties, pursuant to the terms of the Service Agreement and the Client Agreement, based on its best practices and procedures. As the Client, you will be held accountable for the term of the contract.

What's Next?

Once your signed document is submitted, the fun begins and this is what you can expect.

PRE-ON-BOARDING

At the time of signing this Service Agreement, your sales account executive will provide you with a list of items that we will need to effectively initiate your program from various digital access codes to business and brand/marketing information and content. This must be completed prior to on-boarding.

ON-BOARDING

The On-boarding meeting occurs 7-10 days from the execution of this agreement once all pre on-boarding requirements have been completed. You will be assigned an Account Manager who, before your initial on-boarding meeting, will establish your internal team, review your relevant business information, and set preliminary KPIs and timelines. The onboarding meeting should be approximately one hour, depending on the complexity of your company and the number of strategies/channels/tactics that we will deploy. Your Account Manager will walk you through our process, discuss KPI's, timelines and any nuances of your account.

PRE-LAUNCH AND LAUNCH

The launch schedule will be confirmed in the on-boarding meeting. It is essential that you are involved in the approval process in a timely manner for reviewing/approving content and deployment strategies. Expect tweaks and dialog as we align your strategies prior to launch. All fees for monthly services and direct spends are due prior to launch.

REPORTS AND PROGRAM ADJUSTMENTS

You will be provided a monthly dashboard report, based on the KPI's established on your account. You will also meet with the Account Manager monthly for future planning and to discuss future tactics, strategies and deployment schedules. These meetings will happen either by utilizing video conference technology or meeting in-person at our offices.

Accepted by Client:

Signature

Title

Name

Date

Adams County Fair

Business Name

CBossingham@adcogov.org

Email

Jkemp@pinbusinessnetwork.com

Digital Media Advisor's Email

3036378027

Phone

PIN Business Network Client Agreement

This PIN Business Network Client Agreement (the "Agreement"), dated as of the date (the "Effective Date") set forth in the Service Agreement (the "Service Agreement") is made by and between PIN Business Network, Inc. ("PIN") and the client identified on the applicable Service Agreement (the "Customer"). The products and services to which Customer subscribes, as indicated in the Service Agreement, are collectively referred to as the "Licensed Products", and are components under the Agreement executed by and between the parties (the "Agreement"). By clicking on "I Accept", Customer agrees to be bound by the Agreement and the Service Agreement.

TERMS AND CONDITIONS

These provisions apply to all Licensed Products.

1. **Definitions.** Except as otherwise defined in this Agreement, all capitalized terms have the meanings stated.

2. **Licenses.** For the fees stated in the applicable Service Agreement, PIN grants Customer a nonexclusive, nontransferable, revocable license during the time of this Agreement, to access the PIN Business Network Website or other applicable websites and use the Licensed Products in accordance with the Agreement.

3. **Fees; Payment.** In consideration of PIN's provisions of the Licensed Products hereunder, Customer shall pay the fees specified in the applicable Service Agreement during the term of this Agreement the method set forth therein. After the initial 12 months of service, PIN may increase fees or add additional fees by providing 45 days' advance notice to Customer, in which case Customer shall have the right to terminate this agreement by providing written notice to PIN within 10 days of Customer's receipt of the fee increase notice or, if such a fee increase notice is effective upon the Agreement's renewal, 30 days prior to such renewal. If Customer does not so terminate the agreement, such revised fees will apply. In the event that Customer fails to pay as agreed, or is in breach of the Agreement, PIN may withhold services, information, data, and reporting from Customer.

BRD 4. ~~Taxes and Collection Agency Fees. All taxes or other assessments imposed by governmental authorities based upon this Agreement (including sales, use and excise taxes) are the obligation of Customer, whether such taxes are now or hereafter imposed. Customer is also liable for all collection agency fees and reasonable attorneys' fees payable by PIN in connection with enforcing Customer's performance of its payment obligations.~~ ADAMS COUNTY IS TAX EXEMPT

5. **Term; Termination.**

BRD (a) ~~Term. This Agreement begins on the Effective Date and expires 12 months from the Effective Date (the "Initial Term"). Except as otherwise specified in the Service Agreement or in this Agreement, upon expiration of the Initial Term, this Agreement automatically renews for additional subsequent terms in length to the Initial Term (each a "Renewal Term") unless either party gives the other party 30 days' written notice prior to the end of the then current term (the "Current Term").~~

3 Months from the effective date of Professional Services Agreement # 2017.120

(b) **Termination.** PIN may terminate this Agreement in whole or in part: (1) upon 30 days' prior written notice to Customer if Customer breaches any representation, warranty or covenant set forth in the Agreement and fails to cure such breach within such 30 day period; or (2) immediately, if Customer fails to pay any amount due hereunder within 30 days of the due date. In the event of a breach of the Agreement by Customer that is not cured as set forth herein, all sums payable to PIN during the full Term of the applicable Service Agreement or Service Agreements will be accelerated and will be due and payable upon 10 days from receipt of written notice from PIN. Customer may cancel this agreement by providing PIN notice, in writing, at least 30 days prior to the end of the Current Term. Customer shall remain liable for all outstanding balances and invoices due and agrees to make payment within 15 days of receipt.

6. **Warranty; Limitation of Liability.**

(a) **Limited Warranty.** PIN warrants that Licensed Products will be in good working order. PIN's obligation hereunder shall be limited to making such reasonable repairs and replacements as necessary to maintain the Licensed Products in good working order and to substantially conform to the developed standards. PIN explicitly disclaims all other warranties.

(b) **Limitation of Liability.** Customer agrees that the Licensed Products are tool based and rely heavily on the interaction and use of the tools by Customer. Customer hereby waives any claim Customer may have against PIN for any loss, damage, or expense of any kind whatsoever caused by the Licensed Products or by any defect therein, the use or maintenance thereof, or any servicing or adjustment thereto, not expressly covered by the warranty contained in this Agreement. Customer further agrees that PIN will not be liable, regardless of the form of action, whether in contract, warranty, equity, or in tort (excluding negligence and strict liability), for any direct, indirect, incidental, consequential, punitive or special damages arising from loss of use of the Licensed Products, lost or corrupted data, theft of data, lost profits, cost of capital, cost of substituted products, facilities, services, downtime costs, or for any claim or demand against the Customer by any other party.

7. **Use of PIN Credit Card.** In certain instances, a credit card under PIN's name or one of its agents' name (the "PIN Credit Card"), will be attached to an account to which both the Customer and PIN have access. Prior to limiting PIN's administrative access to such an account, Customer must provide two (2) business days' notice to allow PIN to remove the PIN Credit Card. Customer shall be in breach of this Agreement if they fail to provide such notice or if charges are applied the PIN Credit Card after PIN's account access is limited without prior written authorization from PIN. The dollar amount of charges incurred plus 10% shall be due to PIN immediately upon such breach.

8. **Additional Services.** Any products or services provided by PIN beyond the Licensed Products shall be subject to additional fees or charges to be determined and agreed upon prior to the provision of such additional products or services.

9. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed effective: (i) upon personal delivery; (ii) two (2) business days after it is deposited in a regularly maintained depository of the United State Postal Service, registered or certified mail, postage prepaid, return receipt requested; or (iii) on the next business day after being placed in the physical control of a bonded overnight delivery/courier service, and addressed to Customer as specified in the Service Agreement if to Customer, and to PIN Business Network, 8055 E. Tufts Ave., Denver, CO 80237 if to PIN.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without giving effect to any choice of law provision or rule (either of the State of Colorado or any other jurisdiction) that would cause the application of laws of any jurisdictions other than the State of Colorado.


11. **Amendments and Waivers.** No amendments or any provision of this Agreement shall be valid unless in writing and signed by the Parties. No waiver by either Party of any default, misrepresentation, or breach of warranty or covenant herein, whether intentional or not, shall be deemed to extend to any prior or subsequent fault, misrepresentation, or breach of warranty or covenant herein or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

12. **Conflicting Terms.** If any term set forth in the Service Agreement conflicts with any term set forth in the Agreement, the term in the Agreement shall control unless the conflicting term in the Service Agreement was the result of a written amendment or waiver signed by the Parties.

13. **Force Majeure.** Neither party shall be deemed in default hereunder, nor shall it hold the other Party responsible for, and cessation, interruption or delay in performance of its obligations hereunder due to earthquake, flood, storm, natural disasters, act of God, war, armed conflict, labor strike, lockout, or boycott, provided that the Party relying upon this section (i) shall have given the other Party a prompt written notice thereof and, in any event, with five (5) days of discovery thereof and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this section extends for a period in excess of thirty (30) days in the aggregate, either Party may immediately terminate this Agreement.

14. **Dispute Resolution.** Venue for any controversy or claim arising out of relating to this Agreement and the Service Agreement shall be in ~~Arapahoe~~ Adams County, Colorado. In the event that PIN shall be required to enforce the terms of this Agreement by lawsuit or otherwise, PIN shall be entitled to recover its costs and expenses incident to any such lawsuit or proceeding, including reasonable attorneys' fees.

15. **Incorporation of Exhibits.** Any schedules, addendums, exhibits or other documents identified in the Service Agreement and this Agreement are incorporated herein by reference and made a part hereof.

 ADAMS COUNTY COLORADO	APPENDIX F SINGLE, EMERGENCY, OR COOPERATIVE SOURCE FORM <i>(Use this form for requests over \$5,000 and for items/services not on Appendix E)</i>	Approval Date 10/31/12
	DIVISION AND POLICY NUMBER PURCHASING	Revision Date 05/01/15

REQUESTED BY (Name): Cassandra Vossler DATE: 1/16/18

SUPPLIER & COMMODITY OR SERVICE: PIN Business Network

APPROVED BY (Mgr. or Elected Official): Nathan Mosley YEAR 2018 \$ 13,147

PURCHASING POLICY EXCEPTION ITEM		CHECK ONE
1. Item(s) or service has been formally awarded to a vendor by the State of Colorado, cooperative purchasing group and the product meets the needs of Adams County.		<input type="checkbox"/>
2. The product or service is of a unique nature, or allows for standardization with existing products or services to provide exceptional value to Adams County.		<input type="checkbox"/>
3. Emergency purchases where the well being of the citizens, employees or County property is endangered if the purchase is delayed.		<input type="checkbox"/>
4. Adams County currently has a contract in place with a vendor for like products or services and the compatibility and/or continuity of those products or services are paramount to the success of the department or elected officials function.		<input type="checkbox"/>

Handwritten notes: 2018.105, PIN Network Sole Source Form

Please Note: Use of this form is required for items/services not already preapproved by the BOCC (Appendix E), and requires the approval of the Elected Official, Department Director, Purchasing Manager, Adams County Manager, or the BOCC in accordance with the value of the purchase and Adams County (see Policy #1010).

The Department/Elected Official must provide written justification (including total cost) to Purchasing for review and forwarding to Adams County Manager, who may request BOCC approval. Attach additional sheets as required.

The Adams County Fair will utilize PIN Business Networks for digital advertising for the 2018 Fair. PIN is the only local company which can offer the Core package. This includes social media pages which are geographically targeted to metro area suburbs and their residents. Once a resident "likes" their local page, it allows PIN to push our advertisement to that specific customer. They also help create ads for us that are then pushed out on these pods. Due to the ability to geographically zone these ads, we can customize each ad to highlight areas of interest to each specific pod. We have purchased 3 pages for the 2018 Fair.

Request is:

☒ Approved ☐ Denied

Purchasing Agent:

Date: 1/30/18

☒ Approved ☐ Denied

Purchasing Manager:

Date: 1/30/18

☒ Approved ☐ Denied

County Manager:

Date: 2.2.18

Comment:

Service Agreement

Adams County Fair

Section 1: Platform Set-Up / Special Services

Adwords Setup \$250

Sub-Total Section 1: \$250

Section 2: Monthly Recurring Services

CORE Package \$2299

Primary Pod included: **Aurora**

Additional Pods: \$0

Notes: Additionally, you get postings in Arvada and Westminster and will be the Sponsor of Northwest Metro Banner Ad 7/1-8/5.

Monthly Sub-Total Section 2: \$2299

Section 3: Monthly Direct Spends

Category

AdWords Budget \$500

Display Ad Budget \$500

Facebook / Social Influence Budget \$1000

Monthly Sub-Total Section 3: \$2000

Total Sum Setup Costs (Due Today) Upon Executing This Service Agreement: **\$250**

Total Sum Monthly Costs (Due Today): **\$4299**

**Included in Special Services (Section 3):

Pay Per Use Charges

Email Sending \$2.30 / 1,000

SMS Text Message Sending \$20.00 / 1,000

Call Tracking Phone Numbers
\$50 / month for first 8 numbers, 200 mins; additional: \$2/month per number, \$0.50/min

Terms and Conditions

This Service Agreement and the Service Terms and Conditions ("Terms") attached to this Service Agreement together form the agreement governing the obligations of the obligations and rights of you (the "Client") and PIN, and are collectively referred to as the "Agreement."

The Agreement is effective as of the date signed by the Client.

The Initial Term of this Agreement is 3 Months months and this Agreement will automatically renew for subsequent terms according to Terms, unless otherwise stated in this Service Agreement or unless PIN or Client follow the procedure outlined in the Terms to prevent automatic renewal.

You agree to pay recurring, monthly fees for the Products and Services (defined in the Terms). Payment is due upon receipt of each monthly invoice.

After the Effective Date (defined in the Terms) of this Agreement, no change or modification to the Products or Services listed in this Service Agreement will be effective without a written and signed Change Order.

The Client/PIN Business Network relationship is a dynamic decision making process in which

They are utilizing all of our standard PSA terms