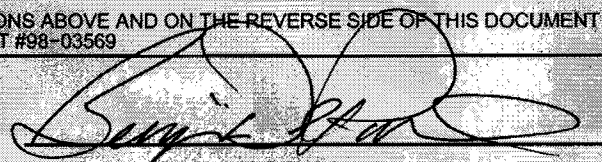


Purchase Order Number 12464

This Number Must Appear on all
Invoices, Packing Lists, and Packages**ADAMS COUNTY
PURCHASE ORDER**Page 1 of 1
Order Date: 04/13/15
Requested Date: 04/13/15
Cost Center: 5041

Vendor Address	Vendor and Shipping Information	Ship To Information
NATL SLED PULLERS ASSN LLC 6678 HWY 52 WIGGINS CO 80654 VENDOR NUMBER: 193800	Phone: FAX: e-mail: Delivery: FOB DESTINATION	ADAMS COUNTY PARKS AND OPEN SPACE 9755 HENDERSON ROAD BRIGHTON CO 80601

Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	0	Truck Pull		EA	0.0000	14,000.00	5041.8677.207	00005931

Term
Net 30 Days**Tax Rate**
*NA***Sales Tax**
0.00**Total Order**
14,000.00ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT
COLORADO TAX EXEMPT #98-03569Invoice to:
Adams County A/P
4430 S. Adams County Pkwy.
Suite C4000A
Brighton, CO 80601-8212
720-523-6050Inquiries to:
Adams County Purchasing Department
4430 S. Adams County Parkway,
Suite C4000A
Brighton, CO 80601-8212
720-523-6050
350103 DEROMANIS, BENJAMIN R
ADAMS COUNTY AUTHORIZED SIGNATURE

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.

8. MUTUAL UNDERSTANDINGS:

8.1. 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 the 17th Judicial District, Colorado.

8.2. 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, and that no violation of such provisions are present. 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) when exposed to or provided with any data or records under this Agreement that are considered to be "Protected Health Information."

8.3. OSHA: 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.

8.4. 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.

8.5. 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.

8.6. 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.

8.7. 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.

8.8. 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 a facsimile was received.

8.9. 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.

8.10. 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.

9. CHANGE ORDERS OR EXTENSIONS:

9.1. 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. Such changes, including any increases or decreases in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the County and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

9.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

10. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:

10.1. Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

10.2. 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.

10.3. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

10.4. 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.

10.5. 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.

10.6. 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.

10.7. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

10.8. 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).

10.9. 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.

11. Quality: Seller 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 Buyer's option, and without prejudice to any other rights Buyer may have, Seller shall remedy any defective goods or reimburse Buyer for its costs for remedying or replacing defective goods.

12. Appropriation Clause: The payment of Buyer'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 Buyer may terminate this Order. Buyer's fiscal year is the calendar year. Termination under this provision shall not result in any penalty being imposed against Buyer.



Parks & Open Space Department
Adams County Regional Park
9755 Henderson Road, Brighton, CO 80601
PHONE 303.637.8000 FAX 303.637.8015

MEMORANDUM

Date: February 2, 2015
To: Ben DeRomanis, Purchasing Agent
From: Mary Willis, Co-Fair Manager
Through: Nathan Mosley, Parks & Open Space Director

The Adams County Fair desires to procure a truck pull for the 2015 event and the only local company that we are aware of that will provide this all inclusive show is the National Sled Pullers Association.

I authorize Mary Willis to process a purchase order to the NSPA in the amount of \$14,000.00 for the truck pull show on Friday, August 6, 2015.


Nathan Mosley
Parks & Open Space Director



NATIONAL SLED PULLERS ASSOCIATION

6678 Hwy 52, Wiggins CO. 80654 ~ 970-539-0686 ~ 970-483-5103(fax) ~ www.nspapulling.com

January 3, 2015

Mary,

National Sled Pullers Association (NSPA) welcomes the opportunity to quote your Truck Pull at Adams County Fair this summer August 7, 2015.

NSPA is totally confident that we can provide you with a complete show with approximately 50 participants, precise operation and spectators saying "WOW" when they leave.

After all that said, the following is our proposed costs and assumptions for your event.

Upon review please call with any questions you may have.

Event dates are going fast so time is of the essence.

Thank You,

A handwritten signature in black ink, appearing to read "Michael Sulley", is written over the typed name.

Michael Sulley
Proud Partner of NSPA

**PURCHASING DIVISION
4430 SOUTH ADAMS COUNTY PARKWAY, C4000A
BRIGHTON, COLORADO**

LETTER OF TRANSMITTAL

TO: Ray Gonzales_____

DEPARTMENT: County Manager's Office_____

DATE: April 9, 2015_____

RE: 2015.014 Tractor Pull ADCO Fair

PRESENTATION DATE: __N/A_____


We are sending the following:

COPIES	DESCRIPTION
2	Agreements

These are transmitted as checked below:

- ☐ For approval as to form
- ☐ Chair of the BOCC Signature
- ☒ County Manager Signature
- ☐ Director Signature
- ☐ As requested

REMARKS: **Please sign and return. Thank you.**

Signature: 
Ben DeRomanis

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 9th day of APRIL 2015, 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 National Sled Pullers Association, LLC, located at 6678 Hwy 52, Wiggins, Colorado 80654, 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 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. **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 from the date of this Agreement through August 9, 2015.

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: \$14,000.00

- 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. 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, 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:

- 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. TERMINATION:

9.1. **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.

9.2. **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.

10. MUTUAL UNDERSTANDINGS:

- 10.1. **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.
- 10.2. **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, 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).
- 10.3. **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.
- 10.4. **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.
- 10.5. **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.
- 10.6. **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.
- 10.7. **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.
- 10.8. **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: Melanie Snodell
Address: 9755 Henderson Road
City, State, Zip: Brighton, Colorado 80601
Phone: 303.637.8027
E-mail: MSnodell@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: National Sled Pullers Association, LLC
Contact: Michael Sully
Address: 6678 Hwy 52
City, State, Zip: Wiggins, Colorado 80654
Phone: 719.338.5201
E-mail: sulleyandsons@aol.com

10.9. 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.

10.10. 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.

10.11. 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.

11. CHANGE ORDERS OR EXTENSIONS:

11.1. 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 Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

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.

The remainder of this page is left blank intentionally.

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

County Manager's Office

[Signature]
Signature

9 April 2015
Date

Raymond Gonzales
Printed Name

Deputy County Manager
Title

National Sled Pullers Association, LLC

[Signature]
Signature

April - 3 - 2015
Date

Michael Silky
Printed Name

PARTNER
Title

Attest:

Stan Martin, Clerk and Recorder

[Signature]
Deputy Clerk

Approved as to Form:

[Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

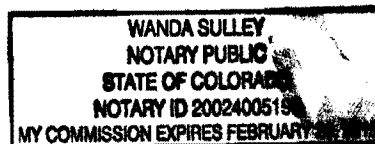
COUNTY OF Adams

STATE OF Colorado)SS.

Signed and sworn to before me this 3 day of April, 2015,

by [Signature]

[Signature]
Notary Public



My commission expires on: Feb 26 2018

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:

NSPA

Company Name

April 3 2015

Date


Signature

Michael J. J. J.
Name (Print or Type)

PARTNER
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

NSPA

National Sled Pullers Association, LLC

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6678 Hwy 52
Wiggins, Co. 80654

NSPA PULL DETAILS

Please read carefully and retain to refer to as you are planning and staging your pulling event.

1. All participants are required to be NSPA members (per insurance requirements), a \$20 hook fee will be collected from each puller for each entry and retained by NSPA.
2. You are responsible for your advertising for your pull and for providing information to NSPA about dates, times etc. If you return your contract to NSPA promptly, I will include your information in our newsletter and calendar of events.
3. Promoters will allow NSPA to sell merchandise (programs, souvenir t-shirts, etc.) on the grounds, and will allow the announcer to notify the spectators of said merchandise. The announcer will be allowed to read any advertising copy presented by NSPA and will allow the display of NSPA banners on the grounds.
4. Upon completion of the pull, a copy of the results can be obtained from the NSPA.

PIT PASSES

All pullers and their families will purchase entry tickets for the pits at general admission prices. For a multiple session pull, pullers and their families must pay gate admission one time only. These tickets will be purchased at the time of entry to the pit area. There should be a designated pit area with a small set of bleachers or an area to place chairs.

The general public may be allowed in the pit area and charged for such entry at the promoter's discretion. However, once the pull begins, pullers and their families must stay away from all trucks and the sled itself.

Individuals who opt to stay in the pit area after the pull begins EXPRESSLY ASSUME ANY AND ALL RISKS ASSOCIATED WITH THIS INHERENTLY DANGEROUS ACTIVITY. The NSPA is not responsible for any personal injuries, theft, or damage to any personal property related to an individual's presence in the pits.

Unsanctioned betting is not tolerated by the NSPA. Please refrain from unsanctioned betting.

NSPA

National Sled Pullers Association, LLC

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Wiggins, Co. 80654

SANCTIONED NSPA CONTRACT

1. Sanctioning Deposit Fees - \$1,500.00
2. Fees are to be paid to NSPA upon signing of contract to the event and are non-refundable.

PLEASE COMPLETE, SIGN AND RETURN ONE COPY:

Name of Event: Adams County Fair _____
Name of Town: Brighton, Co _____
Location of Pull: Adams County Fairgrounds _____
Pull Date: August 7, 2015 _____
Starting Time(s): _____
Number of Sessions: _____
Please list any optional classes (i.e. street stock, etc.) below:

NAMES AND TELEPHONE NUMBERS OF PERSONS TO CONTACT FOR INFORMATION ON YOUR PULL:

NAME: Mary _____	HOME PHONE: _____
NAME: _____	WORK/CELL PHONE: _____
	HOME PHONE: _____
	WORK/CELL PHONE: _____

PLEASE LIST ANY GROUP OR INDIVIDUALS (County Fair Board, Racing Association, etc.) THAT YOU WISH TO BE NAMED AS ADDITIONAL INSURED (include name, address, and telephone number):

1. Name: _____	2. Name: _____
Address: _____	Address: _____
Phone: _____	Phone: _____
3. Name: _____	4. Name: _____
Address: _____	Address: _____
Phone: _____	Phone: _____

DATE SIGNED: _____ SIGNATURE: _____

NSPA

National Sled Pullers Association, LLC

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NSPA PULL PROPOSAL NUMBER ONE

I have read and understand the attached NSPA Pull Proposal. I agree to pay a non-refundable deposit (sanction fee) of \$1,500.00 upon the signing of the contract.

NSPA reserves the right to promote itself, its sponsors, participants, and their sponsors.

CLASSES CHOSEN (Write "All" or list choices)

All Classes

Sanction Fee (deposit/\$1,500.00)

\$ 1,500.00

Base Fee

\$ 14,000.00

Street Stock (sled and scales rental, maximum of four hours
prior to NSPA show)

\$ N/A

Sled Mileage (Included)

\$ 0

TOTAL MONEY REQUIRED (Purse, base fee,
Sanction fee, street stock, and sled mileage)

\$ 14,000.00

PROMOTER SIGNATURE

DATE SIGNED

PULL DATE REQUESTED

LOCATION

Michael Sulley
NSPA REPRESENTATIVE

1-03-15
DATE

Please return the contract, pull agreement, information sheet and \$1,500.00 deposit/sanction fee to: NSPA
Secretary/Treasurer

Upon receipt of contract and deposit, your date will be reserved. NSPA requests that this contract be received no later than
90 days prior to your event.

NSPA

National Sled Pullers Association, LLC

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NSPA PULL DETAILS NUMBER ONE

Promoter agrees to pay National Sled Puller's Association a \$1,500.00 sanction fee, in addition to the fees discussed above. In return NSPA will provide the following:

- Two (2) flagman - start and finish
- Tech Official
- Line-up Official
- Weigh-in Official
- Entry, results, and payout personnel
- Insurance (for NSPA Member-Sanctioned Pull only)
- Announcer
- Sled and scales
- Hook and unhook personnel

The promoter agrees to provide the following:

- Dirt track 200-300 feet long, 30 feet wide, marked every 50 feet for measuring
- Four (4) pull back vehicles
- Water source to wet the track
- Amplifier and sound system for announcer's use
- Security
- Ambulance or paramedic crew
- Fire extinguishers - preferably enough for every 50 feet of track, (minimum of 4)
- Advertising for event
- Insurance for additional attractions
- Equipment to maintain track surface and personnel to man same
- Loader to off load & load scales and drag equipment

The Promoter agrees to provide all information requested by National Sled Puller's Association in order to obtain insurance. This may include photographs of the grandstand and competition and pit areas of the facility. These photographs, if requested, must be received by NSPA at least 60 days prior to the event.

NSPA is guaranteed the right to display any sponsorship banners, track markers, etc., and to sell souvenir shirts, programs, etc. on the event grounds.

All purse money not paid out due to unfilled classes will be retained by NSPA. NSPA is entitled to issue "pit passes," thusly receiving all fees from the pit area, including monies derived from sales in that area. NSPA will also provide security in the pit area. Promoter shall be entitled to all monies related to spectator stands, not including the pit area. Each party shall be responsible, and provide staff, to collect its own event fees.

In the event of a rain out, the Promoter agrees to pay the announcer fee of \$300, mileage fees for the sled travel, and the non-refundable sanctioning fee of \$1,500.00.

Any claims concerning this waiver of liability or arising in any way against NSPA from the Promoter must be resolved by final and binding arbitration, and not by lawsuit or litigation or administrative proceeding, in Morgan County, Colorado, according to the Commercial Arbitration Rules of the American Arbitration Association. Promoter expressly waives any right to trial by jury. NSPA, however, may sue parties in Morgan County/District Court to collect any unpaid accounts, and parties agree to jurisdiction and venue of said Courts.

PROPOSED COSTS

Re: Adams County Fair NSPA Event August 7, 2015

- NSPA will provide all art work needed for advertisement.
- Standard complete show rate \$14,000.00
- We will provide parking passes for event area (bright green hangs from mirror).
- We will provide personnel for pit passes.
- We will provide the National Anthem.
- Truck Pull – not Truck & Tractor pull.
- Show to end no later than 10:00 pm.
- Pre-show qualifying to start at 12:00 noon.
- Reason why the show may be delayed – Crowd Arrival
- Where we advertise:
 - KBPI Radio Spots
 - Social Media – Face Book
 - Diesel Power Magazine
 - Fence Post Magazine
 - Lost Creek Guide
- Classes in Main Event;
 - ◆ Work Stock Diesel
 - ◆ 2.6 Diesel
 - ◆ 3.0 Diesel
 - ◆ Pro Stock 4x4
 - ◆ Two Wheel Drive
 - ◆ 4x4 Modified
 - ◆ Super Stock Tractor
 - ◆ Modified Tractor
- Apparel booth in front of stands, we will get temporary sales tax license.
- Sponsors: Nitto Tire, Western Cleanup Corp., Sulley & Sons, ATS Diesel, Budweiser, American Eagle Distributing.
- Ask Queen to present trophies.
- Name and address of the signer of contract : Michael Sulley, 6678 Hwy 52, Wiggins CO. 80654 719-338-5201 sulleyandsons@aol.com
- Payment Terms-
 - \$1,500.00 Sanction fee in advance with signed contract.
 - \$12,500.00 prior to show completion on August 1, 2014

TOTAL LUMP SUM SHOW COST \$14,000.00