

CONTRACT FOR SERVICES AGREEMENT
Development Partner for the Gardner Main Street Development Project

This Agreement, entered into this **5th Day of December 2023**, by and between the County of Huerfano, Colorado, whose address is 401 Main Street, Suite 201, Walsenburg, CO 81089, hereinafter referred to as the “County” and JRA Real Estate, LLC whose address is PO Box 4460 Carlsbad, CA 92018, hereinafter referred to as “Contractor”.

WHEREAS, the County requires the services of a Development Partner for the Gardner Main Street Development Project, hereinafter referred to as the “project”; and,

WHEREAS, the project will be located on 27 acres in the unincorporated community of Gardner, Colorado;

WHEREAS, the Contractor desires to contract for such services.

NOW, THEREFORE, the parties mutually agree, promise, stipulate, and covenant as follows:

1. The County does hereby agree to contract with the Contractor to do and perform the acts and services hereinafter more specifically set out on Exhibit A, on the terms and conditions hereinafter enumerated for period commencing on the **1st day of January 2024** until the **31st day of December 2024**.
2. The Contractor shall do, perform and carry out, in a satisfactory and proper manner, as determined by the Board of County Commissioners, all elements of work as indicated below:
 - a. Reference Exhibit A
3. Huerfano County agrees to pay the Contractor as outlined in Exhibit A, in consideration of the described work elements above.
4. It is understood by the parties that the Contractor will provide all materials, supplies, and equipment necessary to carry out the elements of work listed above. However, the Contractor may utilize County equipment and supplies with prior approval.
5. The parties intend that an independent contractor relationship is created by this agreement. The County is only interested in the results to be achieved and the conduct and control of the work will lie solely with the Contractor.
6. The work to be performed under this contract will be performed entirely at the Contractor's risk and Contractor assumes all responsibility for the condition of tools and equipment used in the performance of this contract. The Contractor agrees to indemnify the County for any and all liability or loss arising in any way out of the performance of this contract. The Contractor agrees to hold at least \$1M in general aggregate insurance coverage with at least \$50K per occurrence.
7. This contractual agreement constitutes the entire agreement and understanding between the parties hereto and it shall not be considered modified, altered, changed, or amended in any respect until in writing and designed by both parties.

8. This contractual agreement may be terminated by either party in writing with thirty (30) days written notice sent to the address as provided therein by United States Mail, postage prepaid.

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Effective Date, regardless of the date of actual signature.

By: _____

Date Signed: _____

Name: John Galusha

Title: Chairman, Board of County Commissioners

ATTEST:

By: _____

County Clerk and Recorder

JRA Real Estate, LLC

By: _____

Date Signed: _____

Name: Louis Lukondi

Title: Managing Member