Huerfano County Human Resource Department 401 Main Street, Suite 310 Walsenburg, CO 81089 (719) 738-3000, Ext 205



April 24, 2024

Art Martinez

RE: Seasonal Contract Position – Fiesta Park

Effective June 1, 2024 through October 31, 2024, Art Martinez will perform the duties involved in the Seasonal Grounds Maintenance work of the facilities known as "Fiesta Park" under the satisfaction and guidance of the Board of County Commissioners.

The duties will include but are not limited to the care and maintenance of the grounds and facilities at the park to include cleaning the restrooms, removing trash from receptacles, all lawn and ball- park care and maintenance, tree trimming, chipping and striping of the ball fields.

This will be a Seasonal Contract position paid at a rate of \$1,000.00 per month. Partial months will be pro-rated accordingly. All time required to perform these duties are inclusive in the rate stated above.

You will be required to submit a completed W9 to the Finance office and the payments will be reported as income at the end of the year.

Your signature on this letter confirms your acceptance of the above outlined agreement.

Printed Name

Signature: Art Martinez

Date Signed

PURCHASE ORDER

		Hue	ertano (County		
Purchase	Order#:	242		Purcha	se OrderDate	: 5/3/2024
Vendor: ART MARTINEZ / 2158 311 CHAMPA Ave WALSENBURG, CO 81089						
Ship To:	401 Main Walsenbu	Street - rg CO, 81089				
	escription:		QUANTITY	LIMIT DDICE	TOTAL COST	I EDVZED
DESCRIPTION Seasonal Contract Position for Fiesta Park for 6 months May 202.				\$6,000.00	\$6,000.00	D50-47100-51342
NOTES:				TOTAL:	\$6,000.00	
Opened		-224. Park Seasonal Con	tract for Fiest	a Park 6 mon	ths May 202	4 thru Oct 2024
	roving Author	ity:				
Budg	get Officer:					

CONTRACT FOR SERVICES AGREEMENT Parks and Recreation Seasonal Labor

This Agreement, entered into this **7**th **Day of May 2024**, 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 **Arthur Martinez** whose address is 311 Champa Ave, Walsenburg, CO 81089, hereinafter referred to as "Contractor".

WHEREAS, the County requires the services of a Parks and Recreation Seasonal Labor Contractor; and,

WHEREAS, the Contractor desires to contract for such services.

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

- The County does hereby agree to contract with the Contractor to do and perform the acts and services hereinafter more specifically set out, on the terms and conditions hereinafter enumerated for period commencing on the 1st day of June 2024 until the 31st day of October 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. Care and Maintenance of the grounds and facilities at Fiesta Park, including cleaning the restrooms, removing trash from receptacles, and lawn and ballpark care and maintenance.
- 3. Huerfano County agrees to pay the Contractor **\$1000 per month** in consideration of the described work elements above. Partial months will be pro-rated at a rate of **\$32.26** per day.
- 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.
- 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							
itle: Chairman, Board of County Commissioners							
ATTEST:							
Ву:							
County Clerk and Recorder							
By:	Date Signed:						

Name: Arthur Martinez