

CONTRACT FOR SERVICES AGREEMENT
Custodial Contractor for the Huerfano County Judicial Center

This Agreement, entered into this **Day of December 2022**, 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 LG Maintenance Enterprises, LLC whose address is 502 County Road 232, Walsenburg, CO 81089, hereinafter referred to as "Contractor".

WHEREAS, the County requires the services of a Custodial Contractor for the Huerfano County Judicial Center, located at 200 West 5th Street, Walsenburg, CO 81089, hereinafter referred to as the "facility"; and,

WHEREAS, the facility is primarily occupied by the Huerfano County Combined Courts, hereinafter referred to as the "Courts";

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 the terms and conditions hereinafter enumerated for period commencing on the **1st day of January 2023** 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. Provide daily or regularly scheduled cleaning of the interior common areas of the facility including floors, surfaces, and windows.
 - b. Alert County Maintenance Staff to any plumbing, mechanical, electrical, technological or other maintenance issues that may be observed in the course of their duties;
 - c. Assist County Maintenance Staff with snow removal on the grounds of the facility particularly around entry points and areas of particular concern, such as handicap parking spaces;
 - d. Coordinate daily trash removal from the facility with County Maintenance Staff;
 - e. Coordinate cleaning of offices and workspaces with the Courts' staff as may be requested from time to time.
3. Any personnel assigned to the facility by the Contractor, must meet any security requirements set by either the Courts or the County. The Contractor will provide to the County, before the commencement date of this contract, a list of personnel to be assigned to work at the facility. The County will coordinate with the Courts and provide the Contractor any documentation that needs to be completed to meet said security requirements.
4. The Contractor will provide the County with either a bi-weekly or monthly schedule of days they anticipate being at the facility, and which personnel are assigned, as of the issuance of the schedule, to work those days.

5. Huerfano County agrees to pay the Contractor **\$3000 per month** in consideration of the described work elements above.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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

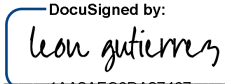
By: _____
Name: Gerald Cisneros
Title: Chairman, Board of County Commissioners

Date Signed: _____

ATTEST:

By: _____
County Clerk and Recorder

LG Maintenance Enterprises, LLC

By:  _____
Name: Leon Gutierrez
Title: Owner Operator

Date Signed: 12/18/2022