**SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into on the date signed by the last party to sign below, by and between **WEBER COUNTY**, hereinafter referred to as the “County,” and D&Z Unlimited, hereinafter referred to as “D&Z.”

**RECITALS**

**WHEREAS**, the County is in need of assistance in preparing minutes for meetings of the Planning Commissions and Board of Adjustment; and

**WHEREAS**, the County desires to engage D&Z’s services, and D&Z desires to provide such services, for the preparation of the County minutes in accordance with the terms set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is for the County to engage D&Z as an Independent Contractor to prepare meeting minutes.
2. **Independent Contractor.** No employer/employee relationship is created hereby. D&Z is independent of the County and shall perform all services using its own methods, equipment, and space; on its own time schedule (except as specified below); and without being subject to the control of the County except as to the results obtained. The County shall not carry any insurance to cover D&Z. The County shall not pay nor be responsible for any contributions, taxes, or benefits which might be expected in an employer‑employee relationship. D&Z, as an independent contractor, shall provide and be responsible for all contributions, taxes, and benefits required by law, for it and for its employees and agents, including workers’ compensation coverage, to the extent applicable.
3. **Duties.** Duties include typing the minutes of the Ogden Valley Planning Commission, Western Weber Planning Commission, and Board of Adjustment as needed.  D&Z shall report to the Planning Director, who shall have the authority to specify the format and other similar requirements for the finished minutes.  Minutes shall meet the requirements of Utah Code Ann. Section 52-4-203 and shall be typed, submitted and ready for approval within 30 calendar days from the date that meeting audio and supporting materials are provided by the County to D&Z.
4. **Term.** This contract shall be in effect for five years after the date of the last signature below, unless it is terminated in writing by either party before then. A party desiring to terminate the contract shall give the other party sixty (60) days’ written notice of such termination. If the Agreement is terminated by the County as provided herein, the County shall pay D&Z for all work performed as of the date of termination.
5. **Compensation.** The County shall pay D&Z three hundred dollars ($300.00) for each meeting block for which D&Z is asked to prepare minutes. A “meeting block,” for purposes of this Agreement, means all meetings contained in a single public notice for a specific date and time. For instance, a meeting block might include a regular meeting immediately followed by a work session. A meeting block might also include joint meetings of more than one public body, which would still be considered a single meeting block. Payments will be made after invoices are submitted to the Planning Division, and only for completed minutes that are acceptable to the Planning Director and approved by the public body. Corrections to the minutes, as may be required by the public body, shall be performed by D&Z at no additional charge.
6. **Hold Harmless.** D&Z shall indemnify and hold harmless the County and its agents and employees from and against any and all claims, damages, losses, and costs, whether direct, indirect, or consequential, arising out of or resulting from D&Z’s negligent acts or omissions related to this Agreement.
7. **Insurance**. D&Z shall provide its own insurance for work it provides under this Agreement.
8. **Ownership of Materials.** All materials provided by the County to D&Z for the purpose of preparing meeting minutes shall remain the property of the County. D&Z shall either return or destroy such materials, at the option of the County, after D&Z has used them to fulfill its obligations under this Agreement. Prepared minutes shall also be the property of the County after D&Z submits them.
9. **No Guarantee of Work.** The County neither represents nor guarantees that it will ask D&Z to do any minimum quantity of work, or any work at all, under this Agreement.
10. **Non-exclusive Agreement.** This is a non-exclusive agreement. At any time, the County may, without violating this Agreement, either do its own work to prepare meeting minutes or contract with others to prepare meeting minutes.
11. **General Provisions.**
    1. Notices. Notices pursuant to this Agreement shall be given by delivering personally or by mailing the same by certified mail, return receipt requested, postage prepaid in the United States Postal Service addressed as follows:

To the County:

Weber County

Attn: Planning Director

2380 Washington Boulevard, Suite 240

Ogden, UT 84401

To D&Z:

D&Z Unlimited

6092 W. 5300 S.

Hooper, UT 84315

Notice shall be deemed given as of the date of personal service or as of the date of mailing such written notice as provided herein.

* 1. Entire Agreement. This Agreement contains the entire agreement concerning the contracting of services from D&Z and shall supersede any prior agreements, promises, inducements, representations or warranties made by either party.
  2. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective heirs, personal representatives, and successors in interest.
  3. Severability. If any provision, or any portion thereof, contained in this Agreement is held invalid or unenforceable, the remainder of this Agreement shall be deemed severable and shall not be affected and shall remain in full force and effect, unless the invalidation materially alters this Agreement. If the invalidation materially alters the Agreement, the parties shall negotiate in good faith to modify the Agreement to match, as closely as possible, the original intent of the parties.
  4. Amendment. This Agreement shall not be amended except in writing signed by the parties hereto.
  5. Non‑assignability.D&Z shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto.
  6. Furnishing of W-9. Payment under this Agreement is contingent upon D&Z furnishing County with a completed W-9 IRS tax form. D&Z shall cooperate with County in furnishing any additional information County may need to comply with rules and regulations of the Internal Revenue Service.
  7. Employment Status Verification.D&Z shall register and participate in the Status Verification System and comply with Utah Code Ann. Section 63G-12-302 of the Utah Immigration Accountability and Enforcement Act, if applicable.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives.

**WEBER COUNTY**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

James H. “Jim” Harvey

Chair of the Weber County Commission

ATTEST:

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Ricky Hatch, Clerk/Auditor

**D&Z UNLIMITED**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cassie Brown