

CONTRACT NO. _____

BEE INSPECTION SERVICES CONTRACT

THIS AGREEMENT is entered into and made effective this ___ day of _____ 2020, by and between Weber County hereinafter "County" and Rex Weston, 1588 North 1900 West, Farr West, UT 84404 hereinafter referred to as "Contractor."

RECITALS

The parties recite and declare as follows:

WHEREAS, the County desires to contract with Contractor to provide bee inspection services; and

WHEREAS, Contractor is willing to provide services as detailed in the Scope of Services section below;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, County and Contractor hereby mutually agree and undertake as follows:

SECTION ONE SCOPE OF SERVICES

- A. The following services are to be performed by Contractor for the County:
1. Contractor shall inspect each apiary as requested by apiarists in Weber County and determine appropriate actions with the apiarist to protect healthy bee colonies from diseased colonies. Contractor shall also inspect any apiary within Weber County within a two-week time period which is alleged in a written complaint to be diseased.
 2. Contractor shall provide his own transportation to travel throughout Weber County. Contractor shall also be responsible for, and provide his own equipment necessary for performing the services under this Agreement.
 3. Contractor shall perform all of the duties required of Bee Inspectors appointed under the Utah Bee Inspection Act, Section 4-11-1 et seq., Utah Code Annotated, 1953, as amended in accordance with item 1.
 4. Contractor shall also provide written or digital reports of his activities to the state apiary program and his supervisor in Weber County on an annual basis.

SECTION TWO TERMS OF AGREEMENT

- A. This Agreement shall be effective beginning _____, and shall continue through December 31, 2022, unless terminated sooner pursuant to terms contained within the Agreement. The parties may agree, in writing, to renew this Agreement for up to two additional consecutive terms of one year each, for a total term not exceeding five years.
- B. The Contractor shall be subject to termination by the County, or the commissioner of agriculture and food, with or without cause. The Contractor may terminate this Agreement by providing 30 days' written notice to the County.

**SECTION THREE
CONTRACTOR'S QUALIFICATIONS**

Contractor warrants to County that he has the necessary education and training by which he is familiar with the different phases of bee management and is capable of recognizing the different diseases of bees. Contractor further warrants that he is familiar with all of the duties required under the Utah Bee Inspection Act, and that he is capable of performing each of them.

**SECTION FOUR
COMPENSATION FOR SERVICES RENDERED BY CONTRACTOR**

For the satisfactory performance of the work and service contracted for hereunder, the County shall pay the Contractor two thousand one hundred and sixty-eight dollars (\$2,168.00). The total amount shall be paid in four equal installments of five hundred forty-two dollars (\$542.00). The first installment shall be due approximately _____, and subsequent installments shall be due approximately every three months thereafter.

**SECTION FIVE
INDEPENDENT CONTRACTOR**

- A. In the performance of the Agreement, Contractor shall at all times operate as an independent contractor and not as an employee or agent of the County.
- B. Contractor shall in accordance with this Agreement, be responsible for payment of any taxes including but not limited to Federal, State, and local income taxes to which Contractor may become obligated to pay because of compensation provided pursuant to this Agreement.
- C. Because Contractor is an independent contractor, Contractor shall not receive benefits provided to County employees.

**SECTION SIX
INDEMNIFICATION**

The Contractor assumes full responsibility for and agrees to indemnify and save harmless the County, its agents and employees from and against any and all claims, losses, actions, expenses and any other liabilities, including but not limited to costs and attorney's fees arising out of or resulting from the performance of or failure to perform the work and services contracted for hereunder if any such claim, loss, action, expense or other liability is attributable to bodily injury to or death of any person or to damage to or destruction of or theft of any property, whether belonging to the County or to any other person, including the loss of use of such property, therefrom, excepting only injury, death, damage or destruction, to the extent it is caused by negligence of the County, its agents, or employees. County shall give reasonable notice to the Contractor of any such claim, loss, action, damage, expense or other liability.

**SECTION SEVEN
INSURANCE**

Contractor agrees to procure automobile liability limits in amounts not less than 100,000/300,000 which coverages shall be primary coverages for Contractor's activities.

**SECTION EIGHT
ASSIGNMENT**

The rights and obligations of the Contractor hereunder shall not be assigned by the Contractor without the prior consent in writing of the County. Otherwise, the Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The Contractor shall not, without consent of the County, subcontract any portion of the work covered by this Agreement.

**SECTION NINE
MISCELLANEOUS**

- A. Amendment. This Agreement may be amended from time to time only by an instrument in writing signed by the parties to this Agreement.
- B. Governing Laws. This Agreement shall be governed by the laws of the State of Utah.
- C. Entire Agreement. This Agreement shall constitute the entire agreement between County and Contractor and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
- D. Governing Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Utah.
- E. Notices. Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, three business days after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the following respective addresses:

Board of Weber County Commissioners
2380 Washington Blvd., Ste. 320
Ogden, UT 84401

Rex Weston
1588 North 1900 West
Farr West, UT 84404

- F. Severability. If any provision of this Agreement are held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect.

