

2023 - 6

CONTRACT

THIS CONTRACT, made and entered into this 11th day of January, 2023 by and between Keith County, Nebraska, herein known as COUNTY, and NELSON AGRI CORP and BRENT NELSON, herein known as CONTRACTOR located at Roscoe in Keith County shall be as follows:

WITNESSETH

WHEREAS, CONTRACTOR is desirous of entering into a contract with the COUNTY for cleaning roads after periods of heavy snowfall and the COUNTY is desirous of the same.

THEREFORE, and in consideration of the mutual covenants contained herein and each of the parties intending to be legally bound hereby, it is agreed as follows:

1. The roads are THE STREETS WITHIN THE VILLAGE OF ROSCOE.
2. In consideration of \$50 per hour of actual time, CONTRACTOR uses his equipment to clear snow from said roads as approved by the Keith County Highway Superintendent.
3. CONTRACTOR hereby specifically agrees that it shall not do work on any other Keith County road.
4. CONTRACTOR hereby expressly agrees that it shall at its own expense, furnish, acquire and maintain equipment and furnish labor to do above mentioned work within a reasonable time.
5. It is expressly agreed between the parties that the COUNTY shall not be responsible or held liable for any injury or damage to personal property resulting from the use, misuse or failure of any equipment used by CONTRACTOR or any of its employees.
6. The parties to this contract intend that the relationship between CONTRACTOR and COUNTY is that of employee-independent contractor. No agent, employee or servant of CONTRACTOR shall be or shall be deemed to be the employee, agent or servant of the county.
7. It is expressly agreed by and between the parties that none of the benefits provided by COUNTY to its employees, including but not limited to, worker's compensation or unemployment insurance are available to the employees, agents or servants of the CONTRACTOR.
8. It is expressly agreed by and between the parties that CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents and employees.
9. It is expressly agreed by and between the parties that CONTRACTOR shall have the sole control of the manner and means of performing this contract, and it shall complete its performance of this contract according to its own means and methods.
10. It is expressly agreed by and between the parties that this contract shall become effective as of the date entered into and shall renew automatically each year thereafter, unless one party or the other notifies the other party in writing giving 30 days notice.
11. It is expressly agreed by and between both parties that this agreement cannot be assigned by either party hereto without written consent of the other party, which written consent will not be unreasonably withheld.

12. This contract shall be binding upon the parties hereto, their personal representatives, heirs and successors.

IN WITNESS WHEREOF, the parties hereto have set their hands this 11th day of January, 2023.


KEITH COUNTY, NEBRASKA

Highway Superintendent

NELSON AGRI CORP


Brent Nelson

Brent Nelson

ATTEST:


