

CONSULTING AGREEMENT

Recitals

Washington County (“the County”) annually holds a Washington County Fair (the “Fair”) that is managed and operated by County volunteers.

As the County and the Fair have grown in size and scope, holding the Fair has become increasingly complex. As a result, the County desires to engage a person with expertise in the operation of the Fair to act as a liaison and consultant between the Washington County Fair Board and the Washington County Commission (the “Commission.”).

Wendy Sandberg (“Sandberg”) has voluntarily served in various capacities with the Fair for many years and has acquired special knowledge, contacts and experience with respect to the Fair and its operations. Sandberg currently serves as a volunteer member of the Fair board.

Based upon her unique expertise in the implementation of the Fair, the County desires to hire Sandberg as a liaison and consultant between the Commission and the Fair board for the 2015 Washington County Fair.

Terms

The parties agree as follows (the “Agreement”):

1. Sandberg will:
 - a. consult with and provide advice to the Commission;
 - b. consult with and provide advice to the Fair board;
 - c. act as a liaison between the Commission and the Fair board;
 - d. utilize her special knowledge, expertise, contacts and experience to assist with the successful actualization of the 2015 Fair.

2. The County will pay Sandberg Twenty Thousand Dollars (\$20,000.00) within ten (10) business days following the successful conclusion of the Fair.

3. Upon submission of a Washington County Travel Claim to the County, the County will reimburse Sandberg for lodging and food expenses incurred by Sandberg while traveling in the performance of this agreement pursuant to the following schedule:
 - a. Lodging will be reimbursed as follows:
 - i. \$40.00 per night without a receipt; or
 - ii. up to \$81.00 per night with a receipt;

 - b. Food expenses will be reimbursed as follows:

<u>Leave</u> <u>Before:</u>	<u>Return</u> <u>After:</u>		
6:00 a.m.	9:00 a.m.	Breakfast	\$8.00
11:00 a.m.	2:00 p.m.	Lunch	\$10.00
4:30 p.m.	7:30 p.m.	Dinner	\$16.00

4. Independent Contractor. The parties to this Agreement intend that the relation between them created by this Agreement is that of independent contractors. Sandberg shall not be nor shall be deemed to be an employee, agent or servant of the County. The County is interested only in the results obtained under this Agreement; the manner and means of conducting the work are under the sole control of Sandberg. None of the benefits provided to the County to its employees, including, but not limited to workers compensation and unemployment insurance, are available from the County to Sandberg or her agents, employees, or servants. Sandberg will be solely and entirely responsible for the acts of her agents, employees, servants and subcontractors during the performance of this Agreement.

5. Termination of Contract: Either party may immediately terminate this Agreement for cause or bad faith by giving written notice to the other party. If the Agreement is terminated for any reason prior to the date of the conclusion of the 2015 Fair, the amount paid to Sandberg by County, pursuant to Paragraph 2 of this Agreement, shall be prorated to reflect the amount of time Sandberg performed under this Agreement as compared to the contract period between January 1, 2015, and the successful conclusion of the 2015 Fair.

6. General Provisions. This Agreement will be interpreted pursuant to Utah law. If a dispute arises regarding this Agreement, the parties agree to non-binding mediation followed, if necessary, by binding arbitration under the rules of the American Arbitration Association.

This Agreement is entered into the _____ day of December, 2014.

James J. Eardley
Washington County Commission

Wendy Sandberg

Attest:

Kim M. Hafen, Clerk-Auditor