WEBER COUNTY'S PEERY'S EGYPTIAN THEATER KIDS ACT UP!
AGREEMENT FOR
INDEPENDENT CONSULTANT SERVICES

1. Names and address of parties. This Agreement made on the 18th day of May, 2018, by and between WEBER COUNTY, hereinafter referred to as COUNTY, and Melanie Day, whose address is 2400 S 505 W Peery Ut 84302, hereinafter referred to as CONSULTANT.

2. County hereby engages the services of CONSULTANT in the capacity of Theater Camp Director for the Peery's Egyptian Theater's Kids Act Up! Theater Camp.

3. Duties and Obligations of CONSULTANT:

   A. CONSULTANT agrees to perform the duties listed in Exhibit A.

4. Duties and Obligations of the COUNTY:

   A. CONSULTANT shall be paid in full in the amount of $1500.00 for services rendered (as described in Exhibit A). Payment shall be made no sooner than June 27, 2018.

5. CONSULTANT hereby assumes all liability for any claim, injury, or damage that occurs in, on or about the premises used by the CONSULTANT or arising out of CONSULTANT's performance of this Agreement. Furthermore, CONSULTANT shall defend, indemnify, and hold the COUNTY, it's agents and employees harmless from and against all claims, liabilities, loss and expense, including reasonable costs, expenses, and attorney's fees incurred, which arise by reason of the acts or omissions of the CONSULTANT, it's officers, agents, and employees, resulting directly or indirectly from the performance of this Agreement by the CONSULTANT unless said loss, liability or claim is caused solely by the COUNTY's negligence. The CONSULTANT shall maintain during the term of the event, and for a minimum of one year after the last day of the event, the following insurance policies:

   A. Primary Commercial General Liability Insurance with a limit of not less than $1,000,000 per occurrence properly endorsed to name the COUNTY as an additional insured.

   B. If CONSULTANT will construct any building or other structure in the performance of the services under this Agreement, Completed Operations Liability Insurance either as a separate policy with a limit of not less than $1,000,000 per occurrence properly endorsed to

name the County as an additional insured, or as an endorsement to the General Liability Insurance required above.

C. If CONSULTANT will sell any product to any party other than the County in the performance of the services under this Agreement, Products Liability Insurance either as a separate policy with a limit of not less than $1,000,000 per occurrence properly endorsed to name the County as an additional insured, or as an endorsement to the General Liability Insurance required above.

D. If CONSULTANT will use any automobile in the performance of the services under this Agreement, Auto Liability Insurance with a limit of not less than $1,000,000 per occurrence.

CONSULTANT shall provide the COUNTY with a certificate of insurance for each policy required under this section two weeks prior to the event.

6. In the performance of this Agreement, the CONSULTANT shall at all times operate as an independent contractor and not as an employee of the COUNTY. All persons employed by the CONSULTANT in the performance of services hereunder shall be under the sole and exclusive direction and control of CONSULTANT. And for no purpose shall they be considered the employees of the COUNTY. CONSULTANT shall be responsible for and shall promptly pay all federal, state, municipal taxes chargeable or assessed with respect to CONSULTANT's employees, including, not by way of limitation, social security, unemployment, federal and state withholding, and other taxes.

7. The rights and obligations of the CONSULTANT hereunder shall not be assigned by the CONSULTANT without prior consent in writing of the COUNTY. Otherwise, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

8. In the event of any breach of this Agreement, the party at fault shall pay all costs of enforcing the provisions of this Agreement including attorney's fees.

9. This Agreement contains the entire understanding of the parties and no oral or other representations not contained herein shall be binding on the parties, except by a written amendment signed by both parties.

10. This Agreement shall be governed by and interpreted under the laws of the State of Utah. All disputes or litigation arising from or in connection with this Agreement shall be heard in the courts of the State of Utah, with venue in Weber County.

11. WORKER'S COMPENSATION (Please initial the one applicable to your event):

_____A. CONSULTANT WITH EMPLOYEES AND/OR SUB-CONTRACTORS: CONSULTANT agrees to secure and maintain for the entire term of this agreement worker's compensation insurance for any employee or CONSULTANT working to provide services under this agreement (Utah Code Ann. § 34A-2-201) and provide the COUNTY with a certificate of that insurance coverage at least two weeks prior to the event. In addition, a CONSULTANT coming from outside of Utah shall obtain and provide an extraterritorial certificate and/or Utah endorsement from an authorized officer of the industrial commission or other department of the other state that certifies the CONSULTANT is insured in the other state and that any employee or sub-contractor will be covered while working in Utah. Utah Code Ann. § 34A-2-406.

_____B. CONSULTANT WITHOUT EMPLOYEES AND/OR SUB-CONTRACTORS: CONSULTANT certifies that CONSULTANT is a sole proprietor or business entity without any employees or sub-contractors, and is therefore not subject to workers compensation insurance requirements. CONSULTANT agrees to defend, indemnify and hold harmless the COUNTY from and against any and all workers' compensation claims.

12. If CONSULTANT is unable to complete the services required under the contract due to illness, or any other cause, County shall have the right to terminate the contract. In the event of aforementioned termination, CONSULTANT shall be paid up to and including the last day of services rendered, and at an amount commensurate with the services rendered. If the production is abandoned by County at any time, for any reason, CONSULTANT shall be paid, up to and including, the last day of services rendered, and at an amount commensurate with the services rendered.

13. It is understood and agreed by the parties that if any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the state where made, the remaining provisions will be valid and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

IN WITNESS WHEREOF the parties to this Agreement have executed the same as of the day and year first above written.

Dated this 16 day of May, 2018.

Melanie Day 5/16/18
Melanie Day Date

Kassi Bybee 5/30/18
Kassi Bybee, PET General Manager Date

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By_____
Jim Harvey, Chair

Commissioner Ebert voted _____
Commissioner Gibson voted _____
Commissioner Harvey voted _____

ATTEST:

_____
Ricky Hatch, CPA, Weber County Clerk/Auditor