

Independent Contractor Agreement

THIS INDEPENDENT CONTRACTOR AGREEMENT (this “*Agreement*”) is entered into effective 6 May 2024 between **CENTRAL WASATCH COMMISSION**, an interlocal entity and political subdivision of the state of Utah whose address is 41 North Rio Grande Street, Suite 102, Salt Lake City, Utah 84101 (“*CWC*”), and **THE LANGDON GROUP, INC.**, an Idaho corporation whose address is 2760 West Excursion Lane, Ste. 400, Meridian, ID 83642 (“*Contractor*”).

RECITALS:

A. CWC desires to obtain from a qualified expert facilitator services concerning a mini-retreat of CWC’s “Stakeholders Council” advisory committee as described in the scope of work issued by CWC on or about 12 March 2024 (the “*SOW*”), which stated in pertinent part:

[The] Stakeholders Council is an advisory body to our Board of Commissioners, and it is comprised of 35 members, each of whom is part of at least one sub-committee within the Council. There are five sub-committees ("systems committees"), and we're looking for someone who can promote consensus, collaboration, and a sense of camaraderie both in the larger Stakeholders Council group, as well as between and within systems committees. Each systems committee is focused on a different pillar of the CWC's work (environmental protection, economic sustainability, recreational stewardship, and transportation and transit solutions), and while our Stakeholders do have their own areas of interest and expertise, we don't want them to be too siloed in their approach to their work, and we want to encourage thinking beyond their immediate goals and actively communicating and collaborating with other committee members. We also have many relatively new members to the Council, so some general get-to-know-you and team-building activities would be useful, and we're happy to help conceive of these activities.

B. Contractor has significant experience and professional expertise in providing services of the type desired by CWC and has submitted a proposal (the “*Proposal*”) detailing the services that Contractor would perform if engaged by CWC. In this Agreement, the SOW and the Proposal are, collectively, the “*Governing Documents*.” A copy of the Proposal is attached as an exhibit to this Agreement.

C. After reviewing the Proposal, CWC has determined to retain Contractor to provide the subject services.

D. By this Agreement, CWC desires to retain Contractor, and Contractor desires to be retained by CWC, to perform the subject services on the terms and conditions specified herein.

E. The parties intend to identify herein the services to be performed for CWC by Contractor, the basis of compensation for such services, and to otherwise set forth their entire agreement concerning such services. Consequently, this Agreement shall supersede any and all prior or contemporaneous negotiations and/or agreements, oral and/or written, between the parties concerning the services to be provided under this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. **Engagement of Contractor.** CWC hereby engages Contractor, and Contractor hereby agrees, to perform the Services (defined below) as specified in this Agreement.

Section 2. **Scope of Services.** Contractor shall provide the services to CWC that are described in the Governing Documents as well as all ancillary and associated services as may be reasonably necessary or advisable to complement and complete the services described in the Governing Documents (collectively, the “*Services*”), all as contemplated by all applicable legal requirements and best practices. Subject to the foregoing, the Services shall include the following:

(a) **Phases.** The Services shall be divided into the phases, steps and work described in the Governing Documents.

(b) **Public Meetings.** Contractor shall attend such public meetings concerning the Services as CWC reasonably may direct. CWC shall schedule and advertise all public meetings or hearings. CWC may request Contractor to make a presentation concerning the Service at one or more public meetings in order to receive public input and direction from CWC. All reasonable and final adjustments and amendments to the resulting deliverables as directed by CWC will be made by Contractor prior to Contractor’s deemed completion of the Services.

(c) **Schedule.** It is anticipated that the Services will be completed by 16 May 2024 as outlined in the Governing Documents. Contractor shall comply with such performance schedule for the component Services as CWC reasonably may direct upon reasonable prior notice to Contractor.

(d) **Deliverables.** Contractor shall provide all deliverables identified in the Governing Documents, as well as such other documentation and deliverables as CWC reasonably may request.

(e) **Other Services.** Contractor shall perform other services and work as specified in the Governing Documents, or as may be mutually agreed to by the parties in writing.

If Contractor believes that any of the aforementioned Services merit payment of any additional fee beyond the Base Fee (defined below), then Contractor shall so inform CWC in advance before undertaking any of such additional services, describing the need for such additional services and the not to exceed cost of providing them. If CWC desires Contractor to proceed with any such additional services, CWC shall so inform Contractor in writing. Contractor may not perform any additional services, or seek compensation therefor, without CWC’s prior written consent.

Section 3. **Fees for Services.** CWC shall pay Contractor for Services actually performed as follows: (a) \$2,475 for the Services outlined in the Proposal (the “*Base Fee*”); and (b) a pre-approved price for any additional related Services under section 2, above, as mutually agreed by CWC and Contractor in advance, in writing, on a case-by-case basis.

Section 4. **Method of Payment.** Upon completion of the Services, Contractor shall submit a detailed invoice to CWC setting forth the Services performed. CWC shall pay (or provide a reasoned objection to) the amount set forth in the invoice within 30 days after receipt.

Section 5. **Services Performed in a Professional, Reasonable Manner.** Contractor shall perform the Services in a professional, reasonable, responsive manner in compliance with the Governing Documents, all laws, and all applicable standards of performance. Subject to the foregoing, the exact nature of how the Services are to be performed and other matters incidental to providing the Services shall remain with Contractor.

Section 6. **Personnel, Equipment and Facilities.** Except as otherwise specified in this Agreement, Contractor shall at its sole cost furnish all supervision, personnel, labor, equipment, materials, supplies, office space, communication facilities, vehicles for transportation and identification cards, and shall obtain all licenses and permits, necessary or incidental to performing any and all of the Services. Contractor shall not use CWC staff as a means to perform the Services in lieu of using Contractor's own staff, nor shall Contractor perform any of the Services on CWC's premises or utilizing any CWC equipment or supplies; provided, however, that CWC shall endeavor to provide to Contractor the support requested in Section F of the Proposal.

Section 7. **Term.** This Agreement shall be effective on the date hereof. This Agreement shall terminate no later than 30 June 2024 or such later date as CWC reasonably may designate.

Section 8. **Assignment and Delegation.** If Contractor chooses to subcontract to one or more third parties any part(s) of the Services, such subcontract shall be at Contractor's own risk, and Contractor shall remain fully responsible for the full, timely and proper performance of all of the Services.

Section 9. **Independent Contractor Status.** Contractor shall perform the Services as an independent contractor, and all persons employed by Contractor in connection herewith shall be employees or independent contractors of Contractor and not employees of CWC in any respect.

(a) **Control.** Contractor shall have complete control and discretion over all personnel providing Services hereunder.

(b) **Salary and Wages.** CWC shall not have any obligation or liability for the payment of any salaries, wages or other compensation to personnel providing Services hereunder.

(c) **No Employment Benefits.** All personnel providing Services are and shall be and remain Contractor's employees, and shall have no right to any CWC pension, civil service, or any other CWC benefits pursuant to this Agreement or otherwise.

Section 10. **Termination.** Either party may terminate this Agreement, without cause, upon at least 30 days' prior written notice to the other party. Either party also may terminate this Agreement for cause upon at least ten days' prior written notice and opportunity to cure to the defaulting party. Neither party shall have any liability to the other for damages nor other losses because of termination of this Agreement, provided; however, CWC shall pay Contractor all

amounts due for actual work performed within the scope of Services before the effective date of the termination, as specified herein.

Section 11. **Indemnification**. Contractor shall indemnify and hold harmless CWC (including, without limitation, its elected and appointed officers, employees, successors and assigns) from and against any and all demands, liabilities, claims, damages, actions and/or proceedings, in law or equity (including reasonable attorneys' fees and cost of suit), to the extent arising in any way from the Services provided, or to be provided, hereunder. Contractor shall so indemnify and hold harmless CWC whether such demands, liabilities, claims, damages, actions and/or proceedings are attributable to the simple negligence, gross negligence, recklessness or intentional misconduct of Contractor (or any officers, employees, agents, subcontractors, etc. of Contractor), or under any other applicable legal theory, and shall be effective whether or not such negligence, recklessness or other misconduct reasonably was foreseeable. Nothing herein shall, however, require Contractor to indemnify as provided in this section with respect to (a) CWC's own negligence or intentional misconduct, or (b) any demand, liability, claim, damage, action and/or proceeding not alleged to relate to the Services provided, or to be provided, by Contractor hereunder. Contractor shall pay for CWC's costs of defense in proportion to Contractor's proven negligence.

Section 12. **Laws and Regulations**. Contractor shall at all times comply with all applicable laws, statutes, rules, regulations, and ordinances, including without limitation, those governing wages, hours, desegregation, employment discrimination, workers' compensation, employer's liability and safety. Contractor shall comply with equal opportunity laws and regulations to the extent that they are applicable.

Section 13. **Non-Exclusive Rights**. Nothing in the Agreement is to be construed as granting to Contractor any exclusive right to perform any or all Services (or similar services) now or hereafter required by CWC.

Section 14. **Conflict Resolution**. Except as otherwise provided for herein, any dispute between the parties regarding the Services which is not disposed of by agreement shall be decided by CWC, which shall provide written notice of the decision to Contractor. Such decision by CWC shall be final unless Contractor, within 30 calendar days after such notice of CWC's decision, provides to CWC a written notice of protest, stating clearly and in detail the basis thereof. Contractor shall continue its performance of this Agreement during such resolution. If the parties do not thereafter agree to a mutually-acceptable resolution, then they shall resolve the dispute pursuant to section 15 below.

Section 15. **Claims and Disputes**. Unresolved claims, disputes and other issues between the parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, Contractor shall continue to perform the Services during any such litigation proceedings and CWC shall continue to make undisputed payments to Contractor in accordance with the terms of this Agreement.

Section 16. **Notices**. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such

notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties at their respective addresses set forth above or such other address(es) as may have been previously provided to the other party by notice hereunder.

Section 17. **Conflicts; Omissions.** In the event of inconsistencies within or between this Agreement, the Governing Documents or applicable legal requirements, Contractor shall (a) provide the better quality or greater quantity of Services, or (b) comply with the more beneficial requirements to CWC, either or both in accordance with CWC's interpretation.

Section 18. **Additional Provisions.** The following provisions also are integral to this Agreement:

(a) **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

(b) **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

(c) **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

(d) **Integration.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

(e) **Time.** Time is the essence hereof.

(f) **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

(g) **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

(h) **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

(i) Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(j) Litigation. If any action, suit or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the parties incident to such proceeding, including reasonable attorneys' fees, shall be apportioned in accordance with Utah state law.

(k) Exhibits. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

(l) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(m) Authorizations. Each person signing this Agreement represents and warrants that he is authorized to sign this Agreement for the party indicated.

DATED effective the date first-above written.

CWC:

ATTEST:

CENTRAL WASATCH COMMISSION,
a Utah interlocal entity

By: _____
Christopher F. Robinson, Secretary

By: _____
Jeff Silvestrini, Chairman

CONTRACTOR:

THE LANGDON GROUP, INC.,
an Idaho corporation

By: _____

Print Name: _____

Its: _____

Exhibit to
Independent Contractor Agreement

(Attach Proposal)

Proposal for Facilitation of Stakeholder Council Advisory Board Mini-Retreat

Josh King, The Langdon Group

Thank you again for considering me to facilitate the upcoming mini retreat for the Central Wasatch Commission's Stakeholder Council Advisory Board on May 16, 2024. I am genuinely excited about the opportunity to contribute to your team's collaborative efforts, enhance consensus building, and foster a strong sense of camaraderie among the members. Given my background in consensus building and familiarity with the CWC's objectives, I am confident in my ability to support the council's aspirations towards effective communication, collaboration, and the bridging of various expertise towards common goals. I have a few questions about preparation, the group, and process, but we can talk further to ensure we develop a process and experience that meets your objectives and achieves the results desired. Here's what I propose with the information I have at the moment.

Facilitation Offer and Cost Estimate:

In preparation for the retreat, I propose a few hours upfront to learn a bit more, understand the group, and design the retreat. In my experience, this is key to successfully engaging participants and facilitating groups. This will allow for more purposeful activities aimed at enhancing teamwork, understanding, and collaboration across the five systems committees. These activities will be tailored to encourage strategic thinking, bridge siloed approaches, and cultivate a holistic perspective on the council's collective goals.

- **Preliminary Planning and Customization:** It would be helpful to have a preliminary session, meeting, and/or call with you and the CWC leadership to ensure I understand the objectives and desired outcomes of the mini-retreat. I want to ensure I understand the specific dynamics of the sub-committees and customize activities to meet the council's unique needs. Additionally, It might be helpful to conduct 3-5 key informal 30 minute interviews and review any data or information you believe might be helpful in my preparation. This preliminary planning will help develop the 2.5-hour retreat agenda and approach. We can modify this as you see fit.
- **Facilitation of the Mini Retreat:** Active facilitation of the 2.5-hour session, including get-to-know-you activities, targeted group discussions, and consensus-building exercises. Due to the time constraints I'd like to ensure these are engaging, purposeful activities aimed at enhancing teamwork, understanding, and collaboration across the five systems committees. Again, these activities will be tailored to encourage strategic thinking, bridge siloed approaches, and cultivate a holistic perspective on the council's collective goals.
- **Follow-Up Report:** A report summarizing key outcomes, areas of consensus, action items, and recommendations for sustained collaboration and communication.

Cost Estimate:

- **Preparation and Planning:** [6 hours @ \$225] = \$1,350
- **Facilitation:** (2.5 hours, plus 1.5 hours drive time and set up @ \$225): \$900
- **Post-Retreat Report and Recommendations:** [1 hour @ \$225] = \$225
- **Total Estimate:** \$2,475

Follow-Up Questions:

1. **Specific Objectives:** Beyond promoting consensus and camaraderie, are there any specific outcomes or objectives the CWC aims to achieve during this retreat?
2. **Sub-Committee Interactions:** Could you provide examples of current challenges or successes in collaboration and communication between the sub-committees?
3. **Member Engagement:** How has the council historically engaged new members in its activities, and are there any particular aspects you're looking to improve?

I am happy to adjust the scope and format of the retreat based on your feedback and any additional information you provide. Let's ensure we craft an experience that not only meets but exceeds the expectations of the Stakeholder Council Advisory Board.

I look forward to your response and am at your disposal for any further questions or clarifications.