



Memorandum

To: Town Council
From: Thomas Dansie, Director of Community Development
Date: February 6, 2025
Re: ZRC Independent Contractor Agreement

Executive Summary

The Town is a principal participant in and contributor to the Zion Regional Collaborative (ZRC). In order to make the ZRC more effective and sustainable the members of the ZRC have hired an independent contractor to serve as full-time coordinator. The ZRC has contracted with Emily Friedman to act as the ZRC Coordinator for the past five years.

Costs to hire the independent contractor are shared among seven member agencies: Iron County, Hurricane, La Verkin, Rockville, Virgin, and Zion Forever Project, and Springdale. The attached independent contractor agreement establishes the ZRC coordinator position, and commits the Town to \$11,680 to help fund the position.

The Council approved a similar independent contractor agreement the last four years.

Staff recommends the Council approve the independent contractor agreement and authorize the Mayor to sign.

Background and Analysis

The Town of Springdale has played a key role in regional planning efforts in Zion Canyon. Regional planning and coordination benefits the Town, as many of the key issues the Town faces are best addressed regionally (transportation, natural resource protection, etc.). Regional planning and coordination also allows the Town to develop networks and relationships that will return benefits to the Town.

The Town began formal regional planning efforts by helping organize and facilitate the Zion Canyon Coordinating Council (ZC3) in 2007. That regional group was active until 2015 when the Zion Regional Collaborative (ZRC) was formed as a successor to the ZC3. The Town provided funding, in kind assistance, and technical expertise to ensure the ZRC was well organized, and continues to contribute to the group's success.

In order to build on these successes and help the ZRC become more sustainable and effective, ZRC members have utilized an independent contractor to serve as full-time ZRC coordinator for the past five years. For the first year the ZRC Coordinator served as a Vista Intern under the Americorp program. Since that time the ZRC has contracted directly with the Coordinator as an independent contractor.

The coordinator facilitates ZRC workshops, advances ZRC projects and planning initiatives, participates in grant writing and other fundraising activities, and generally promotes the objectives of the ZRC (which are primarily to promote more communication and collaboration between regional entities regarding regional issues).

The attached independent contractor agreement commits the Town to \$11,680 in funding for the contractor position. These funds are already budgeted for in the current budget. Other entities contributing to the position are: Hurricane (\$10,000), Zion Forever Project (\$5,000), La Verkin (\$6,670), Iron County (\$4,000), Virgin (\$3,000), and Rockville (\$1,650). Funding amounts were determined based on an organization's ability and willingness to contribute to the position.

Summary

The Town has participated in regional planning efforts for many years. These efforts bring benefits to the Town, and to the region. In order to advance more effective regional planning, staff recommends the Council approve the independent contractor agreement and authorize the Mayor to sign.

Independent Contractor Agreement
Zion Regional Collaborative Coordinator

This INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) has an effective date of February __, 2025 (the “Effective Date”) and is entered by and between **Emily Friedman**, an individual (the “Coordinator”), and the following entities that will be collectively referred to in this Agreement as the “Clients”: **City of Hurricane**, a Utah municipal corporation (“Hurricane”); **City of La Verkin**, a Utah municipal corporation (“La Verkin”); **Town of Rockville**, a Utah municipal corporation (“Rockville”); **Town of Springdale**, a Utah municipal corporation (“Springdale”); **Town of Virgin**, a Utah municipal corporation (“Virgin”); **Iron County**, a political subdivision of the State of Utah (“Iron County”); and Zion Natural History Association, a Utah non-profit corporation doing business as **Zion Forever Project** (“Zion Forever Project”). The Coordinator and the Clients are referred to in this Agreement as the “Parties.”

RECITALS

A. The Zion Regional Collaborative (“ZRC”) is an informal association of municipalities, public land management agencies, state agencies, and other interested parties that provides regional planning and coordination in the Zion Canyon area;

B. The Clients actively participate in the ZRC, and they recognize ZRC’s value in promoting effective communication, addressing regional challenges, and developing regionally beneficial projects; and

C. The Clients have determined that the ZRC is best served by engaging a ZRC coordinator who could serve as an independent contractor; and

D. The ZRC’s coordinating council approved this course of action during a June 2020 ZRC workshop; and

E. The Parties to this Agreement believe an independent contractor position will maintain the independence and sustainability of the ZRC; and

F. The Clients would like to engage the Coordinator to provide project management, workshop coordination, facilitation of regional communication, and other associated services under the terms and conditions of this Agreement; and

G. The Coordinator has the expertise, experience, and training to provide the services required under this Agreement; and

H. The Coordinator is willing to provide project management, workshop coordination, facilitation of regional communication, and other associated services under the terms and conditions of this Agreement.

AGREEMENT TERMS

The Coordinator and the Clients agree to the following terms:

1. Independent Coordinator. Subject to the terms and conditions of this Agreement, the Clients hereby engage Coordinator as an independent Coordinator to perform the services identified in Section 2, and Coordinator hereby accepts this engagement. The “Term” of this Agreement begins on February ____, 2025 and ends on February ____, 2026, unless this Agreement is terminated earlier in accordance with its terms.

2. Coordinator’s Services. During the Term of this Agreement, Coordinator shall provide the following services (hereafter the “Services”):

a. Promote efforts that enhance or protect the Zion region’s assets, which include, but are not limited to community character and quality of life, economic vitality, quality of visitor experience, environmental well-being, natural assets, and scenic qualities, recreational opportunities, and historical, cultural, or archeological assets;

b. Coordinate communication among agencies and organizations regarding all projects and efforts of the ZRC and cooperate with state, federal, local governments, as well as private landowners and organizations to implement the purposes and goals of the ZRC coordinating council as broadly established in the ZRC’s Purpose and Protocols document, determined yearly as part of the Coordinator Work Plan, and/or defined by a consensus of the ZRC coordinating council during workshops;

c. Manage projects as directed by the ZRC, including but not limited to update of the Zion Scenic Byway Corridor Management Plan;

d. Strategic planning for the ZRC;

e. Facilitate meetings of the Zion Regional Trails Collaborative (ZRTC);

f. All of the scope of services outlined in **Exhibit A** to this Agreement;

g. Meet regularly with the ZRC Chair and Vice-Chair to discuss ongoing projects, workloads, and assignments;

h. Report monthly to the ZRC steering committee concerning progress on projects and Workshops and follow up with individuals who were not able to attend the Progress Check within one week; and

i. Additional projects at the request of the ZRC coordinating council.

3. Compensation. Coordinator's annual compensation for Services rendered during the Term of this Agreement shall be \$42,000. Compensation will be paid in accordance with this Section 3. Coordinator must submit a monthly invoice to Springdale for past Services rendered under this Agreement. Invoices will be submitted by the 15th of each month. Within 10 days of receipt of a timely monthly invoice for services rendered during the Term, Springdale will issue payment of \$3,500 to Coordinator. If this Agreement is terminated early, Springdale will issue only a partial payment on a pro rata basis based on the number of days in the month the Agreement is terminated.

4. Travel and Reimbursement. The Coordinator will cover all costs of the Coordinator's transportation. The Clients will not compensate the Coordinator with any mileage reimbursement. Coordinator is not expected to contribute to supply costs of ZRC workshops or meetings. If Coordinator wishes to incur an expense related to the services, Coordinator must obtain prior approval of the expenditure from the ZRC. To obtain a reimbursement, the Coordinator shall submit documentation for the approval of the expenditure and a receipt, and Springdale will issue a reimbursement check to the Coordinator. The Clients agree to share equally in the cost of reimbursements paid under this Section 4.

5. Termination. This Agreement may be terminated upon any of the following grounds:

- a. Three or more of the Clients vote to terminate the Agreement;
- b. Death of Coordinator;
- c. Coordinator is unable to perform the Services because of a physical or mental disability;
- d. Coordinator fails to cure any breach of this Agreement within 10 days of receipt of written notice by one of the Clients to cure such breach; and
- e. An event or circumstance that is outside the control of the Parties prevents the Coordinator from performing the obligations of this Agreement

6. Coordinator's Status: Nonexclusive Contract. The Coordinator is an independent contractor. The Coordinator is not an agent of the Clients or any of the organizations who participate in the ZRC. The Coordinator shall not enter into any contract that has the effect of creating any obligation for any of the Parties. The Coordinator may undertake other employment during the Term of this Agreement only if that employment does not interfere with the Coordinator's Services provided under this Agreement. The Coordinator shall act in good faith in accepting employment that could overlap with the responsibilities and geographic area of this contract.

7. Contributions for Coordinator's Compensation. The Clients agree to share in the cost of the Coordinator's compensation in accordance with the following schedule:

| <u>Participating Entity</u> | <u>Total Contribution</u> |
|---------------------------------|-------------------------------|
| Hurricane | \$10,000 |
| La Verkin | \$6,670 |
| Rockville | \$1,650 |
| Springdale | \$11,680 |
| Virgin | \$3,000 |
| Iron County | \$4,000 |
| Zion Forever Project | \$5,000 |

These parties shall submit the contribution specified above to the Town of Springdale within 30 days of receiving an invoice from Springdale.

8. Nature of Independent Contractor Relationship. The Parties expressly acknowledge and agree to the following:

- a. The Clients and ZRC are entitled to all of the benefits arising from or incident to the Services performed by Coordinator under this Agreement;
- b. The Clients will not control the manner, means, or methods of the Services provided under this Agreement; and
- c. Coordinator will use Coordinator's best efforts to provide the Services to the satisfaction of the Clients and the ZRC.

9. Measures of Contractor's Performance. The Parties agree to develop measurable benchmarks of the Contractor's performance. These benchmarks will assist the Clients in deciding whether or not to renew a contractual relationship with the Contractor at the end of this Agreement's term. The benchmarks will not be binding on either the Contractor or the Clients. The Contractor is entitled to compensation for services provided under the terms of this Agreement irrespective of performance as evaluated by the benchmarks. Likewise, the Clients are not obligated to renew a contractual relationship with the Contractor after the term of this Agreement based on satisfactory performance as measured by the benchmarks.

10. Contractor's Payment of Taxes, Insurance, and other Expenses. Because the Coordinator is engaged on an independent contractor basis, and not as an employee, the Clients will not offer Coordinator any benefits, including medical insurance, unemployment insurance, worker's compensation insurance, dental insurance, or any other benefit offered. Additionally, the Clients will not pay any federal, state, or local taxes in connection with any amounts paid to

Coordinator for the performance of the Services under this Agreement. Coordinator shall be responsible for the payment of all taxes payable with respect to all amounts paid to Coordinator under this Agreement. Coordinator shall assume all responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws.

11. Modifications. A modification of, or amendment to, any provision contained in this Agreement will be effective only if the modification or amendment is in writing and signed by the Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

12. Assignment and Subcontracting. Coordinator shall not assign or subcontract any duties or responsibilities under this Agreement. Any attempted assignment of this Agreement is void.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah and none other.

14. Waiver. No waiver of any provision of this Agreement shall be effective unless it is in the form of a writing. No waiver of any provision or consent to any prohibited action shall constitute a waiver of any other provision or consent to any other prohibited action.

15. Attorney's Fees and Costs. In the event that any legal action is filed to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of costs and attorneys' fees from the non-prevailing party.

16. Segregation. In the event one or more of the provisions of this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

17. Further Assurances. Each Party hereto agrees upon request to execute in a timely manner any further documents or instruments reasonably necessary or desirable to carry out the purposes or intent of this Agreement.

18. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties with regard to the specific subject matter hereof, and no Party shall be liable or bound by any representation, warranty, covenant or agreement except as specifically set forth herein. Any previous agreement (whether written, oral or implied) among the Parties relative to the specific subject matter hereof is superseded by this Agreement.

19. Counterparts. This Agreement may be executed in counterparts, by original or facsimile signature, each of which will be considered an original.

Town of Springdale

Mayor Barbara Bruno

Attest

Town of Rockville

Mayor Pam Leach

Attest

Town of Virgin

Mayor Jean Krause

Attest

City of La Verkin

Mayor Kelly Wilson

Attest

City of Hurricane

Mayor Nanette Billings

Attest

Zion Natural History Association, a Utah
non-profit corporation

By: Natalie Britt
Its: President and CEO

Iron County

Independent Contractor

Emily Friedman

Attest

EXHIBIT A

SCOPE OF WORK

ZRC Coordinator Independent Contractor 2024 Work Task Priorities

The ZRC Coordinator will accomplish the following tasks as priorities during the course of the contract. These work tasks are flexible and this list of priorities can be adjusted by mutual agreement of the parties to this Agreement and under the direction of the ZRC Guiding Subcommittee.

All hourly estimates are calculated annually, unless otherwise indicated.

Blueprint ZRC / ZRC Decision Making Matrix

- Outreach to and coordination with Utah Tech and Guiding SC: 1 hour/month
- *If Blueprint is completed*, conducting outreach to ZRC Partners and others to share/distribute Blueprint. Ensure ZRC Decision Making Matrix is included in the Blueprint and is used in future ZRC decision making process: 20 hours

Zion Region Trails Collaborative *(if grant is approved)*

- Scheduling meetings, coordinating agenda with Doug, finalizing meeting location, sending meeting reminders, attending meeting, and drafting meeting minutes: ~16 hours per quarter
- Drafting a NEPA RFP for Guacamole Mesa, distributing RFP, reviewing proposals, coordinating with the state and ZRTC on contractor selection, finalizing a contract: ~10 hours
- Coordinating with the contractor, BLM, and state, supporting NEPA-mandated public engagement: ~25 hours
- Drafting an RFP for Guacamole Mesa trailhead design/construction, distributing RFP, reviewing proposals, coordinating with the state and ZRTC on contractor selection, finalizing a contract: ~10 hours
- Coordinating with the contractor, BLM, state, and other stakeholders on design/construction of Guacamole Mesa trailhead: ~25 hours
- Finalizing project, reporting to state, assorted other responsibilities: ~30 hours
- Identifying other funding resources, coordinating/drafting/submitting grant applications for ZRTC priority projects: ~25 hours

Zion Region Trails Collaborative *(if grant is not approved)*

- Scheduling meetings, coordinating agenda with Doug, finalizing meeting location, sending meeting reminders, attending meeting, and drafting meeting minutes: ~16 hours per quarter
- Identifying other funding resources for Guacamole Mesa NEPA and trailhead infrastructure, coordinating, drafting, and submitting grant applications: ~40 hours
- Identifying other funding resources, coordinating/drafting/submitting grant applications for ZRTC priority projects: ~60 hours

Zion Scenic Byway *(if grant is approved)*

- Drafting and distributing an RFP for the CMP update, convening Scenic Byway Committee for review, coordinating with Byway Committee and Guiding SC on contractor selection, finalizing contract: ~10 hours
- Coordinating with the contractor, Byway Committee, and Guiding SC on Corridor Management Plan update logistics: ~60 hours
- Convening ZRC Scenic Byway Committee for regular meetings to discuss CMP update, designing agenda, and drafting meeting minutes: ~60 hours

Zion Scenic Byway *(if grant is not approved)*

- Identifying other funding opportunities for CMP update, drafting/coordinating/submitting grant applications, organizing match funding: ~30 hours

ZRC Quarterly Workshops

- Logistical expenses for coordinator (Travel from VT to UT, hotels/lodging, car rental, per diem for food): ~\$1,200 per workshop/~40 hours in labor (?)
Drafting agenda in coordination with Guiding SC, distributing agenda and meeting reminders, developing presentation slides, collaborating on event outreach with ZRC Exec committee, coordinating Workshop location/refreshments, conducting outreach to and finalizing speakers, drafting meeting minutes: ~50 hours per workshop

ZRC Guiding Subcommittee (and Executive Committee)

- Attending meetings, coordinating agenda with Exec Committee, drafting Coordinator update, and sending any relevant meeting notes: ~4 hours monthly

The following work tasks can be substituted for any task listed above on an hour per hour equivalency, at the direction of the ZRC Guiding Subcommittee.

- Conducting new outreach to potential ZRC partners (Autumn Gillard, Kane County, Toquerville, etc.), scheduling and coordinating meetings, sharing relevant content: ~6 hours per month
- Coordinating project or issue-specific forums (Past: Sheep Bridge area; Proposed: Kolob Canyons - recommendation from Maria and Marilyn), drafting invite list, scheduling a forum, coordinating a location, drafting an agenda, sending out invitations, attending forum, drafting summary/minutes: ~40 hours per forum
- Managing ZRC representative turnover through research/monitoring following by email/phone outreach: ~10 hours per representative
- General monitoring of the region through reviewing Google Alerts, reading articles (Spectrum and SGN), etc.: 1 hour per week
- Drafting letters and submitting to Guiding SC for approval: ~1 hour/month
- Conduct outreach to Leslie/Washington County regarding project status: ~1 hour/month