

Independent Contractor Agreement

THIS INDEPENDENT CONTRACTOR AGREEMENT (this “*Agreement*”) is entered into effective 17 August 2026 between **CENTRAL WASATCH COMMISSION**, an interlocal entity and political subdivision of the state of Utah whose address is 311 South State Street, Ste. 330, Salt Lake City, Utah 84111 (“*CWC*”), and **CLARIFY WEB DESIGN, LLC**, a limited liability company whose address is 726 Shadycrest Lane, Franklin, TN 37064 (“*Contractor*”).

RECITALS:

A. CWC desires to obtain from a qualified expert website redesign, hosting and related services concerning CWC’s website <https://cwc.utah.gov> (the “*Website*”).

B. Contractor has significant experience and professional expertise in providing services of the type desired by CWC and has submitted a scope of work proposal detailing the services that Contractor would perform if engaged by CWC. In this Agreement, the Proposal and any reasonable instructions concerning the Website that have been or hereafter are issued by CWC to Contractor are collectively called the “*Governing Documents*.” A copy of Contractor’s proposal is attached as an exhibit (the “*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. **Detailed Description of the Services; Certain Respective Duties.**

(a) *Services.* In furtherance of this Agreement, Contractor shall do, perform, and carry out in good, professional and timely manner, the services described in on the Exhibit. Such work, together with all ancillary and additional services and materials as may be reasonable required to accomplish the desired result in a competent, comprehensive and finished manner, is referred to herein as the “*Services*.” The Services will be completed as necessary to achieve and maintain the Website’s functionality on such performance schedule as the parties shall cooperatively determine to achieve the desired result, provided that the Services shall be completed

by 1 February 2027 unless CWC agrees otherwise. Contractor's obligation to provide the Services terminates at final delivery of the revised Website and CWC's written acceptance of it, with any post-launch support of the revised Website requiring a separate maintenance agreement.

(b) Exclusions from Services. The Services do not include any obligation by Contractor to pay for the Webflow, Supersparks, and Make.com subscriptions concerning the revised Website, nor any liability to CWC for those platforms' outages or pricing changes; instead, CWC shall hold and pay for those subscriptions directly.

(c) Content and Accessibility Responsibility. Contractor's accessibility responsibility covers the initial build as delivered and approved only at launch of the revised Website ("Launch") and not content CWC adds after Launch, third-party tools Contractor did not implement, or on-going compliance following final delivery. CWC is responsible for the accessibility of all content it supplies (images, documents, PDFs, video, copy) and must provide written sign-off on the pre-Launch Silktide audit confirming WCAG 2.1 AA compliance at Launch and acceptance of ongoing responsibility thereafter.

Section 3. Fees for Services. CWC shall pay Contractor for the website redesign Services actually performed the comprehensive sum of \$16,995 (the "Fee"). Annual hosting costs shall be \$468–612 or as negotiated by the parties at that time and documented in subsequent amendment(s) to this Agreement. If Contractor believes that any additional charge is merited beyond those amounts Contractor shall so inform CWC's executive director in advance and shall not proceed further without approval by the executive director of such increase on a case-by-case basis. Any such additional services outside the scope of the Exhibit will be billed at such other hourly rate as the parties may agree to in a subsequent signed amendment to this Agreement or other writing.

Section 4. Method of Payment. The Fee shall be paid in three installments, with \$5,665 due within five business days after each of the following benchmarks: (a) Contractor notifies CWC in writing that it has commenced the Services; (b) Contractor notifies CWC in writing of completion of the Design phase described on the Exhibit; and (c) Contractor's completion of the revised Website and the component Services described on the Exhibit.

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.

Section 7. Term. This Agreement shall be effective on the date hereof and shall remain in effect until such time as it is terminated as provided in Section 10, below.

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.**

(a) **By Contractor.** 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.

(b) **By CWC.** CWC shall indemnify and hold harmless Contractor (including, without limitation, its 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 CWC's breach of any of its obligations under this Agreement. CWC shall so indemnify and hold harmless Contractor whether such demands, liabilities, claims, damages, actions and/or proceedings are attributable to the simple negligence, gross negligence, recklessness or intentional misconduct of CWC (or any officers, employees, agents, subcontractors, etc. of CWC), 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 CWC to indemnify as provided in this section with respect to (a) Contractor's own negligence or intentional misconduct, or (b) any demand, liability, claim, damage, action and/or proceeding not alleged to relate to CWC's obligations under this Agreement. CWC shall pay for Contractor's costs of defense in proportion to CWC's proven negligence.

(c) Limitation. Notwithstanding the foregoing, from and after the first anniversary of CWC's written acceptance of the revised Website the scope of the parties' respective indemnification obligations under this Section 11 shall be limited to only situations involving gross negligence, recklessness or intentional misconduct.

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. **Exclusive Rights; Intellectual Property**.

(a) Exclusive Rights. During the term of this Agreement CWC will not grant to any other person access or the right to change the Website. If CWC nonetheless grants such access or change rights, however, then any resulting Website errors requiring repair services by Contractor shall result in additional hourly charges by Contractor.

(b) Intellectual Property. Upon full payment of the Fee, all intellectual property rights concerning the revised Website shall be deemed fully assigned to CWC and CWC shall be deemed to own all right, title and interest in and to the deliverables of the Services, including all reports, documents, materials, ideas, concepts, know-how, specifications, plans, notes, drawings, designs, pictures, images, text, audiovisual works, data, information, graphics, designs, layouts and other items, expressions, works of authorship or work product of any kind that are authored, produced, created, conceived, collected, developed, discovered or made by Contractor in connection with the Services or which relate in any manner to the Services or which result from any Services produced or undertaken by Contractor for CWC, including any and all intellectual property rights therein (collectively, the "*Work Product*"). To the extent applicable, following payment of the entire Fee CWC shall be deemed to be the "author" of all Work Product, and all Work Product will constitute "works made for hire" under the U.S. Copyright Act (17 U.S.C. §§ 101 et seq.), and any other applicable law. To the extent that any Work Product does not constitute a work made for hire, upon full payment of the Fee Contractor shall be deemed to have conveyed to CWC all right, title and interest that Contractor may have or may hereafter acquire in all Work Product, including all intellectual property rights therein. Notwithstanding the foregoing, however, following CWC's acceptance of the revised Website and full payment of the Fee, Contractor shall be entitled to reference and display the completed, accepted revised Website in its professional portfolio and marketing materials.

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.

[Signature page follows]

CWC:

ATTEST:

CENTRAL WASATCH COMMISSION,
a Utah interlocal entity

By: _____
Christopher F. Robinson, Secretary

By: _____
Erin Mendenhall, Chairman

CONTRACTOR:

CLARIFY WEB DESIGN, LLC

By:  _____

Name: Brennan Frew

Title: Co-Owner, Product Designer

Exhibit to
Independent Contractor Agreement

(Attach Scope of Work)

SCOPE OF WORK

Website Redesign & Accessibility Compliance

Central Wasatch Commission — Clarify Design

Prepared August 3, 2026 — to accompany the Independent Contractor Agreement

1. Project Overview

The Central Wasatch Commission (CWC) is redesigning its website to support its role as a regional government entity advancing federal legislation for the Central Wasatch National Conservation and Recreation Area. The new site will support meeting notices, a community calendar, an advocacy blog, and a public comment feature — built to meet Utah's accessibility standards, perform strongly in search, and remain fully responsive on mobile, while staying manageable by a small internal team.

2. Platform & Technical Approach

- **Platform:** The site will be built on Webflow, giving CWC staff an intuitive content editor for independent updates, with built-in control over accessibility, SEO, and mobile responsiveness.
- **Accessibility:** All design and development will meet WCAG 2.1 Level AA and applicable ADA requirements for Special District Governments. A full pre-launch audit will be run using Silktide, with any issues remediated before launch.
- **SEO & Performance:** Configured primarily through Webflow's native tools (heading structure, image compression, alt text, meta descriptions, title tags, Open Graph, keywords), plus JSON-LD schema markup. Performance validated via Google PageSpeed Insights.
- **Mobile Responsiveness:** Layouts optimized for desktop, tablet, and mobile breakpoints.
- **Public & Blog Comments:** Public comments on the advocacy blog and public comment page are powered by Supersparks, a Webflow-native tool with a moderation dashboard so all comments are reviewed before publishing.
- **Automations:** Make.com will route email signups to MailerLite automatically, and will monitor for new meetings to auto-generate corresponding Webflow CMS items for staff to review and publish.

3. Scope of Services by Phase

Phase	Deliverables
Discovery	Project kickoff, content audit, sitemap creation, visual direction planning; CWC written approval of sitemap and visual direction.
Design	Low-fidelity wireframes and high-fidelity visual designs; CWC written approval of visual designs.
Development	Responsive Webflow build; CMS configuration for meetings, blog, and calendar; Supersparks comment integration; mailing list and meeting link automations; WCAG 2.1 AA accessibility implementation; CWC written approval of the build.
Review & Finalization	Full Silktide accessibility audit against WCAG 2.1 AA; SEO and responsive design testing and remediation; CWC written sign-off on accessibility, SEO, and responsiveness.
Delivery	Domain configuration; CWC staff training on the Webflow editor; final written acceptance sign-off by CWC.

4. Timeline

Estimated at 15 weeks from kickoff to launch. Proposed start: week of August 16, 2026. Estimated completion: week of Dec 1, 2026.

5. Investment & Payment

Item	Description	Investment
Project Creation	Design, development, and delivery of the site, including Supersparks and Make.com integration.	\$16,995
Annual Hosting	Webflow hosting (\$300), Supersparks (\$168), and optionally Make.com (\$144).	\$468–\$612
Annual Maintenance (optional)	On-call retainer for post-launch fixes and ongoing content support.	From \$1,500