

Independent Contractor Agreement

Zion Regional Collaborative Coordinator

This INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") has an effective date of _____ (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"); **Iron County**, a political subdivision of the State of Utah ("Iron County"); **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"); **Washington County**, a political subdivision of the State of Utah ("Washington 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 would 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 _____ and ends on _____, 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;

c. Manage projects to implement the purposes and goals of the ZRC coordinating council as broadly established in the ZRC’s Purpose and Protocols document, described by the Guiding Subcommittee, and/or defined by a consensus of the ZRC Coordinating Council during Workshops;

d. Design, develop, and facilitate four in-person ZRC Coordinating Council Workshops, to be scheduled in advance and held in or near Washington County, Utah;

e. Meet in-person with ZRC partners and strategic stakeholders, conduct in-person coordination with key personnel on ZRC projects, and conduct other in-person ZRC business over the course of four separate three-consecutive-day periods scheduled in conjunction with the four ZRC Coordinating Council Workshops;

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

g. Additional tasks at the request of the ZRC Guiding Subcommittee or ZRC Coordinating Council.

3. Compensation. Coordinator's compensation for Services rendered during the Term of this Agreement shall be \$53,800, paid in twelve monthly installments of \$4,483.33. 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 \$4,483.33 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 travel, including transportation to quarterly Workshops, with the exception of housing during these Workshops, which will be provided by ZRC partners. The Clients will not compensate the Coordinator with any mileage reimbursement or other travel related costs.

5. ZRC Coordinating Council Workshop Expenses. The ZRC partners will be responsible for covering expenses, other than the Coordinator's travel expenses, associated with the ZRC Coordinating Council Workshops. These costs include the cost of the meeting venue, refreshments, and other associated costs. If ZRC Guiding Subcommittee directs the Coordinator to provide additional materials or services at a Workshop that are not a typical and normal part of the Workshop (e.g. handouts, copies, facilitation materials such as sticky notes, etc.), the Coordinator may request reimbursement for the direct costs associated with these materials or services. The Coordinator must obtain approval of the ZRC Guiding Subcommittee in advance before incurring expenses associated with these materials or services. 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.

6. 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

7. 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.

8. 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</u> <u>Entity</u>	<u>Quarterly</u> <u>Contribution</u>	<u>Total</u> <u>Contribution</u>
Hurricane	\$2,500	\$10,000
La Verkin	\$1,625	\$6,500
Rockville	\$412.50	\$1,650
Springdale	\$2,750	\$11,000
Virgin	\$412.50	\$1,650
Iron County	\$1,000	\$4,000
Washington County	\$2,875	\$11,500
Zion Forever Project	\$1,875	\$7,500

These parties shall submit the quarterly contribution specified above to the Town of Springdale on or before January 15, 2023, April 15, 2023, July 15, 2023, and October 15, 2023. Alternatively, these parties may remit the total contribution to Springdale in one payment that must be received on or before January 15, 2023.

9. 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.

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 Nannette Billings

Attest

Washington County

By:
Its:

Attest

Iron County

**Zion Natural History Association, a Utah
non-profit corporation**

By:
Its:

By:
Its:

Attest

Attest

ZRC Independent Contractor

By:

