



Memorandum

To: Town Council
From: Thomas Dansie, Director of Community Development
Date: October 9, 2020
Re: October 14, 2020 Town Council Meeting
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 proposed hiring an independent contractor to serve as full-time coordinator.

Costs to hire the independent contractor are proposed to be shared among six member agencies: Washington County, Hurricane, La Verkin, Rockville, Zion Forever Project, and Springdale. The attached independent contractor agreement establishes the ZRC coordinator position, and commits the Town \$10,000 to help fund the position.

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, visitation management, 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.

ZC3 and ZRC regional planning success include:

- **National Scenic Byway program** – Corridor Management Plan, Interpretive Plan, and Scenic Byway Nomination for SR9.
- **Transit** – Rural Transit Feasibility Study, successful advocacy with UDOT to ensure \$10 million in recreation hotspot funding which has been directed to rural transit.
- **Regional Trail** – Feasibility study and ongoing progress toward developing a multi-use trail from La Verkin to Springdale.
- **Regional App** – Development of an app designed to give visitors to Zion information to plan their visit and reduce impacts on the surrounding communities.
- **Dispersed Camping Coordination** – Work with the BLM and other entities to develop a plan for regulation of dispersed camping on public lands in the region.

- **Studies** – A variety of studies addressing regional issues: Utah Geologic Survey Natural Hazards Study for SR9, Zion Corridor Futures Study, Virgin River Study and Best Practices Toolkit.
- **Increased communication and collaboration between ZC3 / ZRC member agencies.**

In order to build on these successes and help the ZRC become more sustainable and effective, ZRC members have proposed hiring an independent contractor to serve as full-time ZRC coordinator. The coordinator will facilitate ZRC workshops, advance ZRC projects and planning initiatives, participate in grant writing and other fundraising activities, and generally promote 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 will establish the independent contractor position, and commit the Town to \$10,000 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), Washington County (\$9,500), Zion Forever Project (\$6,500), La Verkin (\$5,000), and Rockville (\$1,500). Funding amounts were determined based on an organization's ability and willingness to contribute to the position. One of the primary tasks for the contractor will be moving the ZRC toward a more organized and formal organization, including a more structure manner of determining ongoing cost sharing.

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 November 1, 2020 (the “Effective Date”) and is entered by and between _____, 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”); **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 would be 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 November 1, 2020 and ends on October 31, 2021, 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 design and construction of the proposed regional, multi-use trail and development of the regional mobile application;

d. Strategic planning for the ZRC;

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

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 projects at the request of the ZRC coordinating council.

3. Compensation. Coordinator’s monthly compensation for Services rendered during the Term of this Agreement shall be \$3,541.67. 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 \$3,541.67 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>Quarterly Contribution</u>	<u>Total Contribution</u>
Hurricane	\$2,500	\$10,000
La Verkin	\$1,250	\$5,000
Rockville	\$375	\$1,500
Springdale	\$2,500	\$10,000
Washington County	\$2,375	\$9,500
Zion Forever Project	\$1,625	\$6,500

These parties shall submit the quarterly contribution specified above to the Town of Springdale on or before December 1, 2020, March 1, 2021, June 1, 2021, and September 1, 2021. Alternatively, these parties may remit the total contribution to Springdale in one payment that must be received on or before December 1, 2020.

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. 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.

10. 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.

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

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

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

Town of Springdale

Town of Rockville

Mayor Stanley Smith

Mayor Pam Leach

Attest

Attest

City of Hurricane

City of La Verkin

Mayor John Bramall

Mayor Richard M. Hirschi

Attest

Attest

Washington County

Zion Natural History Association, a Utah
non-profit corporation

Victor Iverson, Chair
Washington County Commission

By:
Its:

Attest

EXHIBIT A SCOPE OF WORK

Priority Projects

1. *Evaluate 501(c)(3) non-profit designation as a potential structure for the ZRC.*
 - a. Consult with stakeholders about the value of 501(c)(3) designation; facilitate discussions during ZRC Workshops.
 - b. Complete steps to establish designation, if this course of action is approved by ZRC stakeholders.
2. *Facilitate communication between regional stakeholders and the Greater Zion Mobile Application development team.*
 - a. Collect feedback from stakeholders regarding desired app content.
 - b. Attend App Meetings in order to communicate stakeholder feedback to developers and provide app updates to stakeholders.
 - c. Facilitate data-sharing between app developers and stakeholders.
 - d. Assist the Regional App in securing development and maintenance funding.
3. *Collaborate with regional stakeholders in developing a regional recreational plan.*
 - a. Determine the ideal format for regional recreational planning.
 - b. Identify goals of regional recreational planning.
 - c. Evaluate financial or material needs with regards to regional recreational planning. If financial or material needs have not been met, work to secure funds and/or supplies.
 - d. Communicate progress regularly to regional stakeholders and ZRC members; facilitate coordination between entities.
4. *Help implement the 2020 Regional Multi-Use Trail Feasibility Study.*
 - a. Analyze the Trail Feasibility Study and determine next-steps.
 - b. Identify funding resources.
 - c. Apply to 4+ grants.
5. *Investigate opportunities to expand the positive impacts of the Zion Scenic Byway.*
 - a. Review the Zion Scenic Byway Interpretive Plan and identify potential projects.
 - b. Apply for grants to fund projects along the Byway.
 - c. Coordinate with local agencies and organizations to promote the Byway.

Ongoing Tasks and Concerns

1. Engage all stakeholders whose actions could have potentially significant impacts on the region, or who may themselves be significantly impacted by what occurs in the region.
2. Design ZRC Workshops efficiently, plan them appropriately, and host them consistently.
3. Conduct effective public outreach.
4. Facilitate communication amongst stakeholders.
5. Support stakeholders' efforts concerning area beautification, community improvement, and visitor education.
6. Support the implementation of a St. George to Zion Public Transit System. Facilitate coordination and communication.

7. Engage with transit planning on the East Side of Zion National Park. Facilitate coordination and communication.
8. Support stakeholders' efforts to diversify the area's economy (industry type, visitor type, geographic spread, etc.) and increase its economic vitality.
9. Support stakeholders' efforts to sustainably manage and conserve the area's natural, cultural, and recreational resources and values.