

## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, between Canyonlands Natural History Association - Friends of the Arches and Canyonlands Parks, Bates Wilson Legacy Fund (hereinafter referred to as "the Company"), and \_\_\_\_\_ (hereinafter referred to as "the Contractor"), collectively referred to as "Parties" and individually as a "Party".

### RECITALS

**WHEREAS**, the Company is a non-profit organization whose charter provides that it conducts its activities for the purpose of providing support and assistance to the National Parks located in the geographical region of Southeastern Utah; and

**WHEREAS**, the Contractor is able to and agrees to perform these services for the Company described in Exhibit A attached hereto and incorporated herein by reference which generally consist of providing administrative and operational support; and

**WHEREAS**, the Contractor possess the skills and experience described in Exhibit B attached hereto and incorporated herein by reference which generally consist of demonstrated administrative skills and knowledge on non-profit organizations; and

**WHEREAS**, the Contractor recognizes that certain information about the business of the Company is confidential, including but not limited to information concerning donors and contributors to the Company and the Contractor will be in a position to gain knowledge about this confidential information;

**NOW, THEREFORE**, in consideration of the promises and obligations set forth in this Agreement, and in consideration of the willingness of the Company to enter into this Agreement with the Contractor, the Contractor and the Company agree as follows:

**1. Relationship of the Parties.** The Parties intend that an independent contractor relationship will be created by this Agreement. The Company is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Contractor. The Parties to this Agreement agree that the Contractor is a professional person and that the relationship created by this Agreement is an independent contractor relationship. The Contractor is not an agent or employee of the Company, and is not entitled to any benefits provided by the Company to its employees. The Contractor may practice his or her profession for others during those periods when the Contractor is not performing under this Agreement for the Company. The

Company may, during the term of this Agreement, engage other independent contractors to perform the same work that the Contractor performs hereunder.

Nothing in this Agreement shall be in any way construed to constitute the Contractor as the agent, employee or representative of the Company.

**2. Term.** The term of this Agreement will be for \_\_\_\_\_ (\_\_) months commencing on \_\_\_\_\_, 2010 and ending on \_\_\_\_\_, 201\_\_, unless any of the following events occur:

(i) The Contractor provides the Company with written notice terminating this Agreement thirty (30) days in advance. The Company provides the Contractor with written notice terminating this Agreement thirty (30) days in advance. No cause or reason is required to terminate this Agreement.

(ii) A mutual agreement of the Company and the Contractor terminating this Agreement at any time.

(iii) The Company provides the Contractor with one (1) day notice that the Agreement is being terminated for any of the following reasons:

(a) A breach by the Contractor of any obligation under this Agreement;

(b) The failure of Contractor to perform his or her duties as set forth in this Agreement to the reasonable satisfaction of the Company;

(c) The Company reasonably determines that the Contractor's conduct is adverse to its legitimate business interest;

(d) A conviction of or a plea of guilty or nolo contendere by the Contractor to a felony or misdemeanor involving fraud, embezzlement, theft or dishonesty or other criminal conduct against the Company or any other person or entity.

**3. Rights and Obligations.** The Contractor shall have sole control of the manner and means of performing this Agreement, and shall complete it according to his or her own means and methods of work.

(i) Services Provided by the Contractor. The Contractor shall provide to the Company the specific services under this Agreement as described in Exhibit A attached hereto.

(ii) Labor and Materials. The Contractor shall furnish, at the Contractor's own expense, all labor, materials, equipment, and other items necessary to carry out the terms

of this Agreement, except for the limited use of specialized equipment to be provided by the Company.

(iii) Contractor Availability. The Contractor agrees to be available to the Company during such times as may be required for the Contractor to complete the services described on Exhibit A.

(iv) The Company's Right of Supervision and Inspection. In the performance of the work herein contemplated, the Contractor is an independent contractor with the authority to control and direct the performance of the details of the work, the Company being interested only in the results obtained. However, the work contemplated herein must meet the approval of the Company and shall be subject to the Company's general right of inspection and supervision to secure the satisfactory completion thereof. The Contractor agrees to comply with all federal, state, municipal laws, rules, and regulations that are now or may in the future become applicable to the Contractor engaged in services covered by this Agreement or accruing out of the performance of such services.

(v) No restrictive covenants. The Contractor represents to the Company that the Contractor is not currently subject or party to, and agrees that during the term of this Independent Contractor Agreement he or she will not become subject or party to, any employment agreement, non-competition agreement, non-disclosure agreement or other agreement, covenant, understanding or restriction that would limit, prohibit or prevent the Contractor from completely fulfilling the terms of this Independent Contractor Agreement.

4. Remuneration. The Company will pay the Contractor the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per month and reimburse the Contractor's reasonable expenses incurred in providing services under this Agreement, provided such expenses are approved in advance by treasurer of the Company's Board of Directors.

5. Liability and Loss.

(i) Contractor's Responsibility for Use of Tools and Equipment. The Company shall not be responsible or be held liable for any injury or damage to personal property resulting from the use, misuse, or failure on any equipment used by the Contractor, even if such equipment is furnished, rented, or loaned to the Contractor by the Company. The acceptance or use of any such equipment by the Contractor shall be construed to mean that the Contractor accepts full responsibility for, and agrees to indemnify the Company against any and all loss, liability, and claims laying injury or damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such injury or damage is to the property of the Contractor, other contractors, the Company, or other persons.

(ii) Indemnification of the Company. The Contractor shall indemnify, defend and hold harmless the Company against all liability or loss, and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property

caused by or sustained in connection with the performance of this Agreement or by conditions created thereby, or based upon any violation of any statute, ordinance, or regulation, and for the costs incurred in the defense of any such claims or actions.

(iii) Agency. The Contractor shall not act as or be an agent for the Company and this Agreement does not create any partnership, joint venture or other relationship between the Contractor and the Company. The employees of the Company shall not be considered to be the employees of the Contractor. The employees of the Contractor shall not be considered to be the employees of the Company. Neither party shall be held liable or accountable for any obligations incurred by the other except as specified herein. The Contractor shall not bind the Company without the Company's prior written consent.

6. Restrictive Covenants. As a material inducement to the Company to enter into this Agreement, the Contractor agrees to the following:

(i) Confidential Information. The Contractor acknowledges that he or she will be making use of, acquiring, and adding to confidential information of a special and unique nature and value to the Company. The Contractor agrees that during and following the execution of this Agreement and after this Agreement expires or is terminated for any reason, he or she will not give or provide to anyone not authorized by the Company any information considered by the Company to be confidential or proprietary. This type of information includes, but is not limited to, any information about the Company procedures, reports, marketing strategies, programs, or contributors. The Contractor also agrees to remain informed about all policies and procedures which may be provided to the Contractor regarding the Company's confidential and proprietary information and to comply with these policies and procedures at all times, both during and following the execution of this Agreement.

(ii) Survivability. All of the terms and provisions of paragraph 6 shall survive the termination of this Agreement for any reason.

7. No Employment Contract Intended. This Agreement is not intended by the Parties to be a contract of employment or to be an offer or guarantee of employment in the future.

8. Assignment. The rights, duties and obligations of the Contractor are personal to him or her and cannot be assigned by the Contractor without the written agreement of the Company. The rights and obligations of the Company hereunder may be assigned by the Company.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah and the Contractor submits to the jurisdiction and venue of any court in the State of Utah with respect to any question or controversy arising out of this Agreement.

10. **Severability.** The invalidity or unenforceability of any provision hereof shall in no way effect the validity or enforceability of any other provision. The Parties agree that any court should interpret the provisions of this Agreement in order to enforce it to the greatest and fullest extent possible under the applicable law.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Company and the Contractor. No change or modification of this Agreement shall be valid unless it is in writing and signed by all parties hereto.

12. **Successors and Assigns.** The rights, duties and obligations of the Parties shall inure to the benefit of and be binding upon the Parties' successors and assigns.

13. **Waiver of Breach.** The waiver by any Party of a breach by any other party of any provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

14. **Headings.** The various headings in this Agreement are inserted for convenience only and are not part of the Agreement.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement on the day and year first above written.

Friends of the Arches and Canyonlands Parks  
Bates Wilson Legacy Fund

By \_\_\_\_\_  
Its \_\_\_\_\_

THE CONTRACTOR

By \_\_\_\_\_  
Its \_\_\_\_\_



Exhibit A

DESCRIPTION OF SERVICES TO BE PERFORMED

Job Title: Program Director  
Status: Independent Contractor  
Contract Manager: Chair of Board of Directors for The Bates Wilson Legacy Fund or Designee Appointed by the Chair  
Payments: Monthly \$1,700.00

The Program Director leads the activities of The Bates Wilson Legacy Fund - Friends of Canyonlands, Arches, Natural Bridges and Hovenweep, (the Friends), under the guidance of the Board of Directors for the Friends (Board of Directors). The Board of Directors is a committee operating under the governance of Canyonlands Natural History Association (CNHA). The Program Director is responsible for fulfilling the goals of the Friends as set out in the by-laws, and is responsible for actively managing the affairs and operations of the Friends.

**Responsibilities:**

**Marketing and Outreach:** The Program Director is the ‘public’ face of the Friends and is responsible for increasing the visibility and base of support for the Friends’ mission.

Primary duties may include the following:

- Cultivate a positive, visible presence for the Friends within Southeastern Utah,
- Seek opportunities to build and maintain positive contacts in other markets,
- Communicate with other Friends groups.
- Work with the Southeastern Utah Group of the National Park Service (NPS) to develop and maintain the Friends’ website including email newsletters.
- Oversee the quality of electronic media.
- Strengthen the relationship between the NPS, CNHA, the Friends, and regional business, community and political entities, including but not limited to park concessionaires.
- Develop and distribute high quality print materials as needed.

**Fundraising:** This position is responsible for securing funds necessary to achieve the Friends' annual goals. The Program Director must work effectively with Board of Directors and staff of CNHA to identify and secure funds from a variety of sources.

Primary duties may include the following:

- Develop annual fundraising plans.
- Coordinate, manage and further develop the dollar check off program with local lodging facilities.
- Work with Board of Directors, community leaders and NPS and CNHA staff to cultivate relationships with individual and business donors.
- Maintain donor databases and ensure excellent donor stewardship.

Secondary duties may include the following:

- Identify foundation, government, and corporate supporters and write proposals/grants for support.
- Develop and manage an endowment fund.

**Financial Management:** The Program Director is responsible for the Friends' financial health and stability as well as compliance with relevant laws and regulations.

Primary duties may include the following:

- Develop and execute annual budgets; budgets are subject to board approval.
- Work closely with CNHA in overseeing the budget.
- Ensure the Friends meet all legal obligations concerning financial management, reporting, taxes, etc.

Secondary duties may include the following:

- Oversees the nomination and selection of grant proposals from NPS partners.

**Organizational Management:** The Program Director is responsible for implementing, monitoring and updating the Friends' short and long-term plans, goals and objectives. He/she will oversee the quality of projects supported by the Friends.

Primary duties may include the following:

- Develop and oversee efficient administrative systems and records.

Secondary duties may include the following:

- Work closely with the Board of Directors, NPS and CNHA staff to identify priority funding needs.
- Develop projects and programs to further the missions of the NPS and Friends.
- Lead Board of Directors efforts to develop and review strategic work plans and goals.

**Board Support:** The Board of Directors is responsible for advising Friends activities and setting overall organizational goals and policies under the governance of the CNHA Board of Trustees. The Program Director is responsible for implementing these goals.

Specific responsibilities may include:

- Communicate regularly with the Board of Directors, CNHA and NPS liaison;
- Provide effective support to the Board of Directors; and
- Bring to the Board of Directors important issues that the Contractor becomes aware of during the execution of these services.

## Exhibit B

### **Experience and Skill Requirements**

1. Bachelor's degree preferred and at least three years experience in the field of non-profit management.
2. Demonstrated success in fundraising including grant writing.
3. Knowledge of fiscal legal requirements and accounting including experience in planning and executing a budget.
4. A general familiarity with website development and management.
5. Ability to work independently with a minimum of supervision and/or direction.
6. Ability to work across multiple organizations, and with a wide variety of people in developing and maintaining effective partnerships and delivering results.
7. Excellent writing, speaking and public relations skills.
8. Willingness to travel and to work irregular hours, including weekends.
9. Should maintain flexibility in the work environment, have a sense of humor, exhibit a positive attitude, and be a team player.
10. Demonstrated commitment to the mission of the NPS and an understanding of their relationship to the local communities in Southeastern Utah.