

**COOPERATIVE AGREEMENT BETWEEN  
SALT LAKE CITY CORPORATION AND CENTRAL WASATCH COMMISSION**

THIS AGREEMENT (this “Agreement”) is made and entered into effective 7 October 2024 by and between the CENTRAL WASATCH COMMISSION, a governmental entity (the “CWC”), and SALT LAKE CITY CORPORATION, a Utah municipal corporation (the “City”).

**RECITALS**

WHEREAS, the CWC is leading a partner-based collaborative approach to cleaning restrooms along the Central Wasatch (the “Project”) and the City wishes to contribute;

WHEREAS, the City values clean restrooms as a contributor towards keeping its source water areas and associated water quality clean;

WHEREAS, this is a cooperative effort in which the City, the CWC and other project partners mutually benefit from the Project; and

WHEREAS, the CWC and City desire to enter into this Agreement to define the terms and conditions upon which the City’s Department of Public Utilities, through its approved budget, shall contribute funding to the CWC to assist with the costs of the Project.

NOW THEREFORE, it is agreed by and between the CWC and City hereto as follows:

**AGREEMENT**

1. Contribute Funding to the CWC. The City will reimburse the CWC for Project expenses not to exceed \$10,000 (the “Funds”) during the current July 1-June 30 fiscal year (a “Fiscal Year”). The CWC will invoice the City for the Funds quarterly during the length of the Project. The CWC will acknowledge the City as a sponsor of the Project in all outreach materials and submit an annual report outlining Project accomplishments. The CWC agrees that the Funds will reimburse their efforts and contract-related expenses for cleaning restrooms, as detailed in Exhibit A.

2. Term. This Agreement shall expire on June 30, 2025, which is the end of the parties’ current Fiscal Year. If the CWC desires to extend this Agreement for a subsequent Fiscal Year it may so notify the City in writing, and this Agreement may thereupon be extended by an extension authorization letter from the City to the CWC. This Agreement may be so extended for up to five additional Fiscal Years following the 2024-25 Fiscal Year, at the City’s sole discretion. Each year’s

authorization letter will be accompanied by an updated Exhibit A from the CWC.

3. Contract Administration. Notwithstanding City's obligation to reimburse the CWC for Project expenses, the CWC retains all rights to administer, obligations, and liabilities all other aspects of the contract for the management of the Project and will be solely responsible for the Project.

4. Indemnity. The CWC agrees to indemnify, hold harmless and defend the City, its agents and employees, from and against all claims, liens, demands, damages, actions, costs and charges, for personal injury or property damage and other liabilities, including attorney's fees, arising out of or by any reason of the CWC's work on the Project or any activities associated with the Project by the CWC, its agents, employees, members and invitees.

5. Ethics. Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees. The CWC represents that it has not (a) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (c) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

6. Miscellaneous.

- a. This Agreement may not be assigned.
- b. All covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto, and shall not be altered except in writing, signed by both parties.
- c. This Agreement constitutes the entire agreement between the parties, and it cannot be altered except in writing signed by both parties.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

**CITY:**

SALT LAKE CITY CORPORATION, a  
Utah municipal corporation

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Laura Briefer, Director

SLC Department of Public Utilities

ATTEST AND COUNTERSIGN:  
Salt Lake City Recorder's Office

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CITY RECORDER

APPROVED AS TO FORM:  
Salt Lake City Attorney's Office

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Deputy City Attorney  
Date \_\_\_\_\_

**CENTRAL WASATCH  
COMMISSION:**

CENTRAL WASATCH COMMISSION, a  
governmental entity in the State of Utah

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Jeff Silvestrini, Board Chair  
Date: October 7, 2024

ATTEST AND COUNTERSIGN:

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Christopher F. Robinson, Board Secretary

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Wm. Shane Topham, CWC Attorney

EXHIBIT A

CWC Contract with Ecobrite

(Attach Copy of New Contract)