

CENTRAL WASATCH COMMISSION

RESOLUTION No. 2025-02

A RESOLUTION APPROVING AND RATIFYING ENTRY INTO AN INDEPENDENT CONTRACTOR AGREEMENT WITH SONLIGHT DESIGNS LLC FOR WEBSITE MAINTENANCE SERVICES

WHEREAS, the board of commissioners (the “*Board*”) of the Central Wasatch Commission interlocal entity (the “*CWC*”) met in regular session on 6 January 2025 to consider, among other things, approving and ratifying the CWC’s entry into an independent contractor agreement with **Sonlight Designs LLC** to provide website services to the CWC on the terms and conditions specified in that agreement (the “*Agreement*”); and

WHEREAS, the Board has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Board has determined that it is in the best interest of the CWC and its constituents to approve and ratify the CWC’s entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Central Wasatch Commission that the attached Agreement is hereby approved and ratified, and that the CWC's chair and secretary are authorized and directed to execute and deliver the Agreement on behalf of the CWC.

This Resolution, assigned no. 2025-02, shall take effect immediately upon passage.

PASSED AND APPROVED this 6th day of January 2025.

ATTEST:

CENTRAL WASATCH COMMISSION

By: _____
Christopher F. Robinson, Secretary

By: _____
Jeff Silvestrini, Chair of the Board

VOTING OF THE BOARD:

Roger Bourke	Yea ___ Nay ___
Bill Ciraco	Yea ___ Nay ___
Dan Knopp	Yea ___ Nay ___
Erin Mendenhall	Yea ___ Nay ___
Christopher Robinson	Yea ___ Nay ___
Jeff Silvestrini	Yea ___ Nay ___
Michael Weichers	Yea ___ Nay ___
Monica Zoltanski	Yea ___ Nay ___

DEPOSITED in the office of the Secretary this 6th day of January 2025.

FILED AND RECORDED this 6th day of January 2025.

Exhibit

(Attach Independent Contractor Agreement)

Independent Contractor Agreement

THIS INDEPENDENT CONTRACTOR AGREEMENT (this “*Agreement*”) is entered into effective 6 January 2025 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 **SONLIGHT DESIGNS LLC**, a Utah limited liability company whose address is 4004 South 1300 East, Millcreek, UT 84124 (“*Contractor*”).

RECITALS:

A. CWC desires to obtain from a qualified expert website updating, repair and maintenance 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 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.** 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 that result.

Section 3. **Fees for Services.** CWC shall pay Contractor for Services actually performed the comprehensive sum of \$1,500 through 30 June 2025. Comprehensive fees for subsequent annual (July 1-June 30) renewal periods shall be \$3,000 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 that base annual fee 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. Such additional services outside the scope of the Exhibit will be billed at \$125/hour or 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.** Each calendar quarter, Contractor shall submit to CWC a detailed invoice setting forth the Services performed during the immediately preceding calendar quarter, describing the Services rendered by type and date and specifying the resulting charges. Charges shall be in relation to the portion of the Services then completed, and the cumulative amount billed for any July 1-June 30 year (or, for the first period, January 1-June 30) shall not exceed the maximum charge specified above for that year. CWC shall pay (or provide a reasoned objection to) the amount set forth in the current invoice within 30 days after receipt.

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.** 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.

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.** 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.

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: _____
Jeff Silvestrini, Chairman

CONTRACTOR:

SONLIGHT DESIGNS LLC

By: _____
Carl W. Culver, Manager

Exhibit to
Independent Contractor Agreement

(Attach Proposal)

Sonlight Designs

MAINTENANCE CONTRACT



This agreement is between **SONLIGHT DESIGNS** and **CENTRAL WASATCH COMMISSION**, the **Client**.

Client is contracting **Sonlight Designs** as a provider of website maintenance services. **Client** has requested the Premium Maintenance Package.

The charge for maintenance is **\$1500 for 6 months of Premium Website Maintenance**.

The following services are included in our Premium Website Maintenance Package:

Regular software updates

This includes updates to the WordPress core, themes, plugins, PHP, database, etc. to ensure that your site is running on the latest, most secure version of all necessary software.

Regular & scheduled offsite site backups

Regular backups of your site on both the hosting company's server AND periodic off-site backup downloads.

Security monitoring

Regular security scans and monitoring to detect any potential threats to your site's security. This includes malware scans, and monitoring for suspicious activity.

Technical support

The premium maintenance plan includes 24-hour support for outages of the website. All other technical support requests will be fielded during normal business hours.

Additonal Requests

For requests that fall outside the scope of technical support, **Sonlight Designs** offers **2 instances per month** which may include general website questions, training, content updates and any other questions that fall within the scope of standard website support.

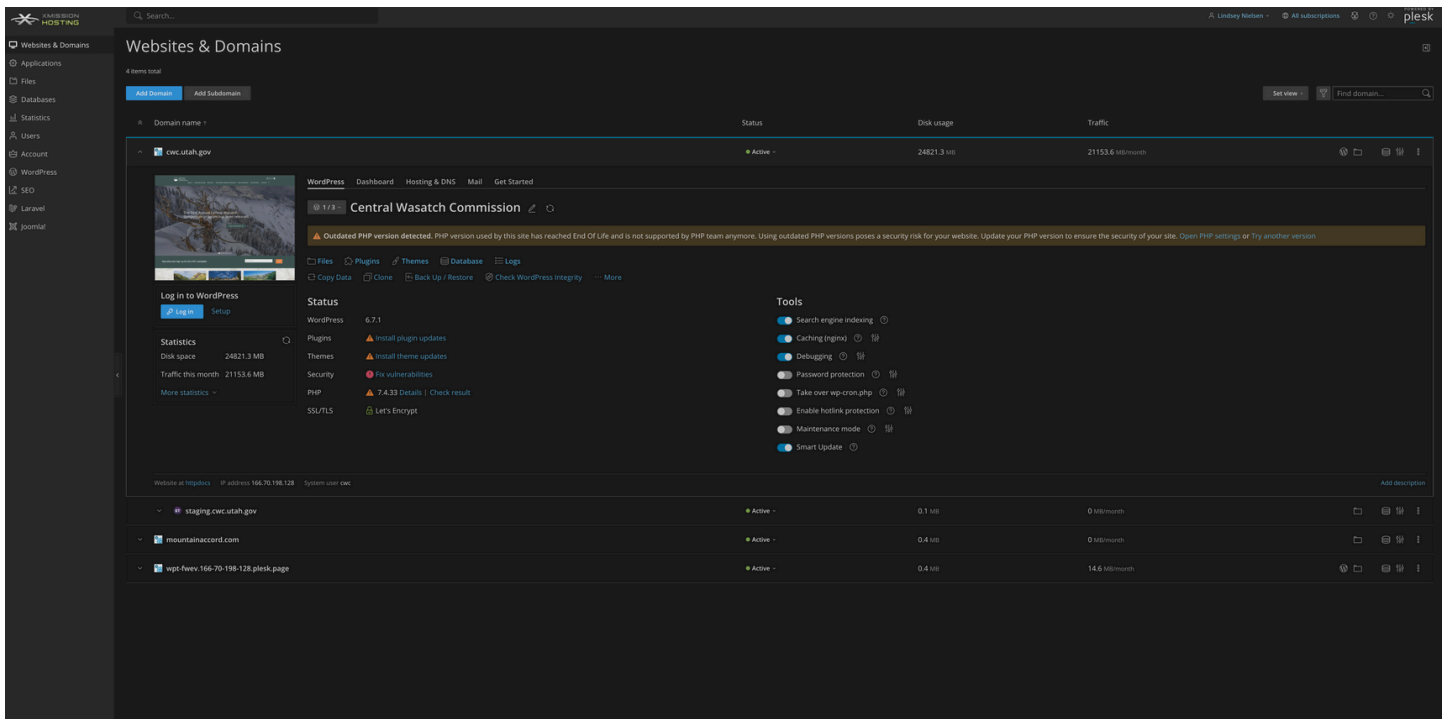
Current State of Client Website:

The current website at www.cwc.utah.gov currently has the following errors that should be considered soon:

- **Plugins need to be updated.** Plugins are a valuable part of the Wordpress environment, but they can also expose the website to vulnerabilities. Any plugin uses should be constantly updated to protect against these vulnerabilities.
- **Theme updates.** Currently, CWC is using the Kunco theme which needs to be updated. Having an outdated theme exposes the website to security vulnerabilities.
- **PHP version outdated.** The CWC website is currently running on an old database version. This is the most concerning problem as this not only poses a security risk, but it can keep the website from running properly impacting the user's experience.
- **Backups.** The Client website backups need to be managed properly and a backup needs to be offloaded from the host in order for security.
- **Large file sizes.** The website currently is over 10gb in size which is large for a website. All older backups and unnecessary files should be deleted to keep the site speed optimal and the user experience satisfactory.

The current website is exposed to security vulnerabilities due to the lack of updating over the last couple of years and should be addressed soon.

Current screenshot of web host server for CWC website:



Total Agreement:

Sonlight Designs shall provide the Client with minor updates to the website for the length of the contract. The contract will be paid on a Yearly Basis with the 1st payment due as soon as this contract is signed.

During the duration of this contract, the Client agrees that **Sonlight Designs** will be the sole provider of maintenance services for the web site, and no other party will have access to or rights to change the web site. If a party other than **Sonlight Designs** makes changes to the web site, any errors that are created must be repaired and will be charged for at the hourly rate specified above.

Sonlight Designs will adhere to all quoted deadlines for the deliverables in the maintenance requests at all possible costs. In the event that **Sonlight Designs** has any issues in delivering on a quoted deadline, Client will be notified via email or telephone of the reasoning for any change.

Additional Services:

Any revisions, additions or redesigns Client requests that is not specified in this document shall be considered "additional" and will require separate agreement and payment. **Sonlight Designs** shall advise Client on any requested work that falls within these bounds.

Authorization:

Client hereby authorizes **Sonlight Designs** to access their website and hosting account, providing active user name / password combinations for access to all necessary servers and accounts needed to fulfill these services.

I, the undersigned, understand and agree to all terms and conditions above.

Client Name _____

CLIENT SIGNATURE

Date _____

Amount Due _____

Client Name _____

CLIENT SIGNATURE

SONLIGHT DESIGNS

Make checks payable to: Sonlight Designs, LLC
4004 S 1300 E
Milcreek, UT 84124