

CENTRAL WASATCH COMMISSION

RESOLUTION No. 2025-22

A RESOLUTION APPROVING A SECOND AMENDMENT TO AN INDEPENDENT CONTRACTOR AGREEMENT WITH ECOBRITE SERVICES, LLC FOR TRI-CANYON RESTROOM MAINTENANCE

WHEREAS, effective 6 June 2023 the Central Wasatch Commission interlocal entity (the “CWC”) entered into an independent contractor agreement whereunder **EcoBrite Services, LLC** (“*Provider*”) would clean and maintain designated public restrooms in Millcreek Canyon, Big Cottonwood Canyon, and Little Cottonwood Canyon on the terms and conditions specified in that agreement (the “*Agreement*”) through 30 June 2024 and such successive annual (July 1-June 30) periods as the parties subsequently may designate through written amendment to the Agreement; and

WHEREAS, effective 3 June 2024 the parties entered into the first amendment to the Agreement extending its term through 30 June 2025 and making other modifications; and

WHEREAS, the CWC’s governing body (the “*Board*”) met in regular session on 23 June 2025 to consider, among other things, approving and ratifying the CWC’s entry into a second amendment (the “*Second Amendment*”) to the Agreement, as previously amended, extending its term through 30 June 2026 and making other modifications; and

WHEREAS, the Board has reviewed the form of the Second Amendment, a copy of which is annexed hereto; and

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

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

This Resolution, assigned no. 2025-22, shall take effect as provided herein.

PASSED AND APPROVED this 23rd day of June 2025.

ATTEST:

CENTRAL WASATCH COMMISSION

By: _____
Christopher F. Robinson, Secretary

By: _____
Jeff Silvestrini, Chair of the Board

VOTING OF THE BOARD:

Ellen Birrell	Yea ____ Nay ____
Roger Bourke	Yea ____ Nay ____
Bill Ciraco	Yea ____ Nay ____
Dan Knopp	Yea ____ Nay ____
Erin Mendenhall	Yea ____ Nay ____
Christopher Robinson	Yea ____ Nay ____
Jeff Silvestrini	Yea ____ Nay ____
Monica Zoltanski	Yea ____ Nay ____

DEPOSITED in the office of the Secretary this 23rd day of June 2025.

FILED AND RECORDED this 23rd day of June 2025.

Second Amendment to Independent Contractor Agreement

THIS SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (this “*Amendment*”) is entered into effective 23 June 2025 (the “*Effective Date*”) between the **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 **ECOBRITE SERVICES, LLC**, a Utah limited liability company whose address is 2975 West Executive Parkway, Ste. 141, Lehi, UT 84043 (“*Contractor*”).

RECITALS:

A. CWC is a governmental entity with jurisdiction over and/or interest in the Central Wasatch Mountains, including Little Cottonwood Canyon, Big Cottonwood Canyon, and Millcreek Canyon (each a “*canyon*” and collectively the “*tri-canyons*”).

B. Effective 6 June 2023 the parties entered into an “Independent Contractor Agreement” (the “*Original Agreement*”) whereunder CWC retained Contractor on an independent contractor basis to clean and maintain designated public restrooms in the tri-canyons on the terms and conditions specified in the Agreement through 30 June 2024 and such successive annual (July 1-June 30) periods as the parties subsequently may designate through written amendment to the Agreement. On 3 June 2024 the parties amended the Original Agreement. The Original Agreement, as so amended, is referred to herein as the “*Agreement*.”

C. The parties now desire to amend certain terms of the Agreement as provided in this Amendment.

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:

1. **Amendment to Section 2.** Section 2 of the Agreement is hereby amended to include the following amended and restated, or new, subsections:

(c) *Schedule*. The Services will be provided as outlined in the Governing Documents. Contractor shall comply with such performance schedule for the component Services as CWC reasonably may direct upon reasonable prior notice to Contractor. Further, (i) there will be a maximum of 27 hours between cleanings on back-to-back cleaning days to assure that there are not long gaps between cleanings; and (ii) any time Contractor’s cleaning schedule changes Contractor will provide as much advance notice to CWC and its cleaning partners (currently United States Forest Service, Salt Lake City Public Utilities, and Cottonwood Canyons Foundation) as possible by means of the text chain currently used by Contractor and that group to communicate--or by other mutually-agreeable means--so that CWC’s cleaning partners can timely adjust and adapt to those changes in order to better maintain restroom cleanliness.

(f) *Supplies*. Contractor shall provide and keep the subject public restrooms properly stocked with all toilet paper, hand wash, and other supplies reasonably needed (the

“Supplies”). CWC shall reimburse Contract for Contractor’s actual out-of-pocket cost for the Supplies as provided in Section 3, below.

2. **Amendment to Section 3.** Section 3 of the Agreement is hereby amended to authorize Contractor to increase the Base Fee to include the cost of the Supplies.

3. **Amendment to Section 7.** Section 7 of the Agreement is hereby amended to extend the term of the Agreement from 1 July 2025 through 30 June 2026.

4. **No Other Modification.** Except as specifically modified in this Amendment, the Agreement is unmodified and in full force and effect between the parties.

DATED as of the Effective Date.

CWC:

ATTEST:

CENTRAL WASATCH COMMISSION,
a Utah interlocal entity

By: _____
Christopher F. Robinson, Secretary

By: _____
Jeff Silvestrini, Chair of the Board

CONTRACTOR:

ECOBRITE SERVICES, LLC, a Utah limited liability company

By: _____

Print Name: _____

Its: _____