

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) Contractor will provide as much advance notice to CWC as reasonably possible any time Contractor's cleaning schedule changes 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 Contractor 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.

ATTEST:

By: _____
Christopher F. Robinson, Secretary


CWC:

CENTRAL WASATCH COMMISSION,
a Utah interlocal entity

By: _____
Jeff Silvestrini, Chair of the Board

CONTRACTOR:

ECOBRITE SERVICES, LLC, a Utah limited liability company

By: 

Print Name: Benjamin Palmieri

Its: AREA REPRESENTATIVE - UT