

*CONTRACT MANAGEMENT SHEET  
REVIEW DATES*

*TOOELE COUNTY CONTRACT*

*#15-08-15*

*CONTRACT NAME & PURPOSE: Memorandum of Agreement between Tooele County and the Town of Stockton, Utah*

*CONTRACTING PARTIES: TOOELE COUNTY*

*From \_\_\_\_ To \_\_\_\_*

*REVIEW DATE: 08/16 FLAG FOR \_\_\_\_\_*

*REVIEW DATE: \_\_\_\_\_ FLAG FOR \_\_\_\_\_*

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**MEMORANDUM OF AGREEMENT**  
BETWEEN  
**TOOELE COUNTY**  
AND  
**THE TOWN OF STOCKTON, UTAH**

**PURPOSES AND OBJECTIVES**

This is a memorandum of agreement between Tooele County ("the County") and the Town of Stockton, Utah ("the Town"). The County and the Town are entering into this agreement to build approximately eleven hundred (1,100) foot long, by twenty (20) foot wide portion of the Soldier Canyon Road. Reclaim the existing road surface and place a 3" cold central plant mix asphalt overlay on Soldier Canyon Road, aka "Silver Avenue or Copper Street" for approximately .2 miles, in the Town. Through this agreement, the Town will be provided with the construction of a 3" thick cold plant mix road with a chip sealed surface with improved drainage. The County will receive a lump sum payment of twelve thousand, five hundred dollars (\$12,500).

**TERMS**

- A. The Town agrees to give the County a place to stockpile the millings and process equipment at the site of the Towns old water tank.
- B. The Town agrees to pay the County twelve thousand, five hundred dollars (\$12,500.00) upon execution of this memorandum of understanding.
- C. The Town agrees to provide water during the construction for processing the asphalt millings and the reclaiming of the road. be used
- D. The County agrees to build the road as described above.

*yearly*

**PERIOD OF PERFORMANCE**

This agreement is in place until the construction of the road is completed.

**MODIFICATIONS TO AGREEMENT**

Amendments or renewals may be proposed at any time during the period of performance by either party and shall become effective upon signing by both parties. No change to this

agreement shall be binding unless and until reduced to writing and signed by duly authorized officials of both parties.

**TERMINATION OF AGREEMENT**

This Agreement may be voluntarily terminated in whole or in part as to any party hereto on notice by the party given in writing to all other parties hereto not less than thirty (30) days in advance of the contemplated termination.

Upon such termination, the balance of unpaid money is due and payable.

**THIRD PARTY RIGHTS**

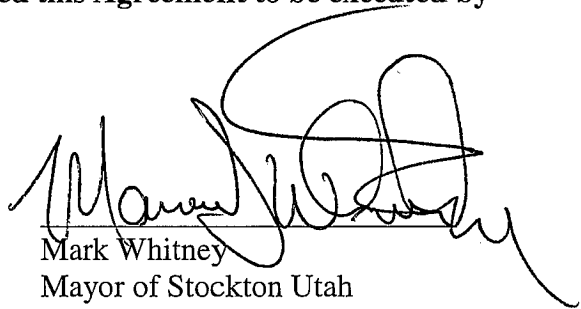
Nothing in this agreement creates any enforceable rights in third parties.

**IN WITNESS THEREOF** each party hereto has caused this Agreement to be executed by an authorized official on the date set forth below.

Dated August 20, 2015.

  
\_\_\_\_\_

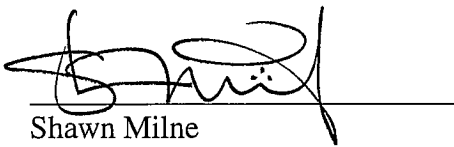
Wade Bitner  
Tooele County Commission

  
\_\_\_\_\_

Mark Whitney  
Mayor of Stockton Utah

  
\_\_\_\_\_

Myron Bateman  
Tooele County Commission

  
\_\_\_\_\_

Shawn Milne  
Tooele County Commission