

**SR-138 and Midvalley Highway**  
Cooperative Maintenance Agreement between **UDOT**  
And **Tooele County**

**TOOELE COUNTY CORPORATION**  
CONTRACT # 18-04-02

**COOPERATIVE  
MAINTENANCE AGREEMENT  
Midvalley Highway and SR-138**

**THIS COOPERATIVE AGREEMENT** made and entered into this day of 22 MARCH, 2018, by and between the **Utah Department of Transportation**, hereinafter referred to as “**UDOT**” and **Tooele County**, a Municipal Corporation in the State of Utah, hereinafter referred to as the “**County**.”

**RECITALS**

WHEREAS, the **County** desires **UDOT** to construct and maintain the new Midvalley Highway (new State Route SR-179) in Tooele County (I-80 to SR-36). **UDOT** will transfer roadway ownership of a portion of SR-138 from SR-36 to the intersection with Midvalley Highway to the **County**; and

WHEREAS, the parties desire to share maintenance and permitting responsibilities of SR-138 within the **County** until the Midvalley Highway is open to traffic.

This Agreement is made to define the terms and conditions for maintenance and improvement responsibilities between the parties.

**AGREEMENT**

**NOW THEREFORE**, it is agreed by and between the parties hereto as follows:

1. **UDOT** will hereafter until the expiration of this agreement maintain at no cost to **County**, all maintenance responsibilities listed below on SR-138 between SR-36 and Midvalley Highway intersection as shown in Exhibit A.
  - Snow removal consistent with the existing **UDOT** Snow Removal Policy 06A-42 snow removal standards.
  - Sweeping, debris and litter pickup of street, shoulders and curbs on a regular basis.
  - Graffiti removal from structures within the **County** Right of Way in a timely manner.
  - Normal maintenance responsibilities not outlined herein as defined in Utah Administrative Code R918; Transportation, Operations, Maintenance.
  - Complete one pavement rehabilitation project (3” rotomill/overlay) that is scheduled for 2021.

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2. The **County** will conform to **UDOT's** Traffic Control procedures and standards contained in the current Manual on Uniform Traffic Control Devices when performing work within the Right of Way.
3. The **County** will, prior to its performing any activities outside the scope of this Agreement, obtain a permit for access on **UDOT** Right of Way from **UDOT** Region Two.
4. **UDOT** will conform to **UDOT's** Traffic Control procedures and standards contained in the current Manual on Uniform Traffic Control Devices when performing work within the Right of Way.
5. To the extent it may lawfully do so, **UDOT** agrees to indemnify and hold **County** harmless from any responsibility or liability that may result from **UDOT's** installation, operation and/or maintenance activities covered herein.
6. **UDOT** reserves the right to remove any and all landscape improvements from the Right of Way if deemed necessary for safety, roadway widening or other activities. **UDOT** will not be responsible for replacement costs for damage to plant materials, landscaping facilities or aesthetic features.
7. The **County** retains the right to periodic inspections of the maintenance responsibilities described herein to ensure safety and proper maintenance practices by **UDOT**.
8. **UDOT** agrees to the following concerning the improvements on Midvalley Highway:
  - Include the **County** as a stakeholder in the design and construction Midvalley Highway.
9. The **County** agrees to the following concerning SR-138:
  - Assume permitting authority, including approval for additional access requests, on SR-138 between SR-36 and Midvalley Highway intersection.
10. All terms and conditions contained herein will perpetuate to the benefit of and be binding upon the parties hereto, their successors and assigns based on the action of the Utah Transportation Commission pertaining to the transfer outlined in the recitals above. This agreement will terminate at the completion of Midvalley Highway from I-80 to SR-138. Early termination may only be granted upon written notification from **UDOT** to the **County**.

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**And Tooele County**

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.

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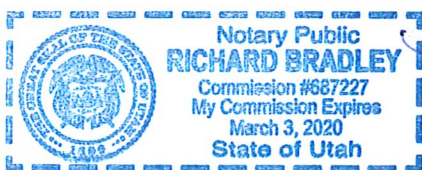
ATTEST

Tooele County, Municipal Corporation  
of the State of Utah

By: *[Signature]*  
Title: Notary Public  
Date: 3-22-2018

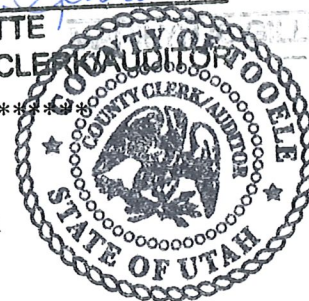
By: *Wade Britner*  
Title: COMMISSION CHAIRMAN  
Date: 22 March 2018

(IMPRESS SEAL)



ATTEST:

*Marilyn K. Gillette*  
**MARILYN K. GILLETTE**  
**TOOELE COUNTY CLERK/AUDITOR**



Recommended for Approval

Utah Department of Transportation

By: \_\_\_\_\_  
Title: District Engineer  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: Region 2 Director  
Date: \_\_\_\_\_

UDOT Comptroller Office

By: \_\_\_\_\_  
Title: Contract Administrator  
Date: \_\_\_\_\_

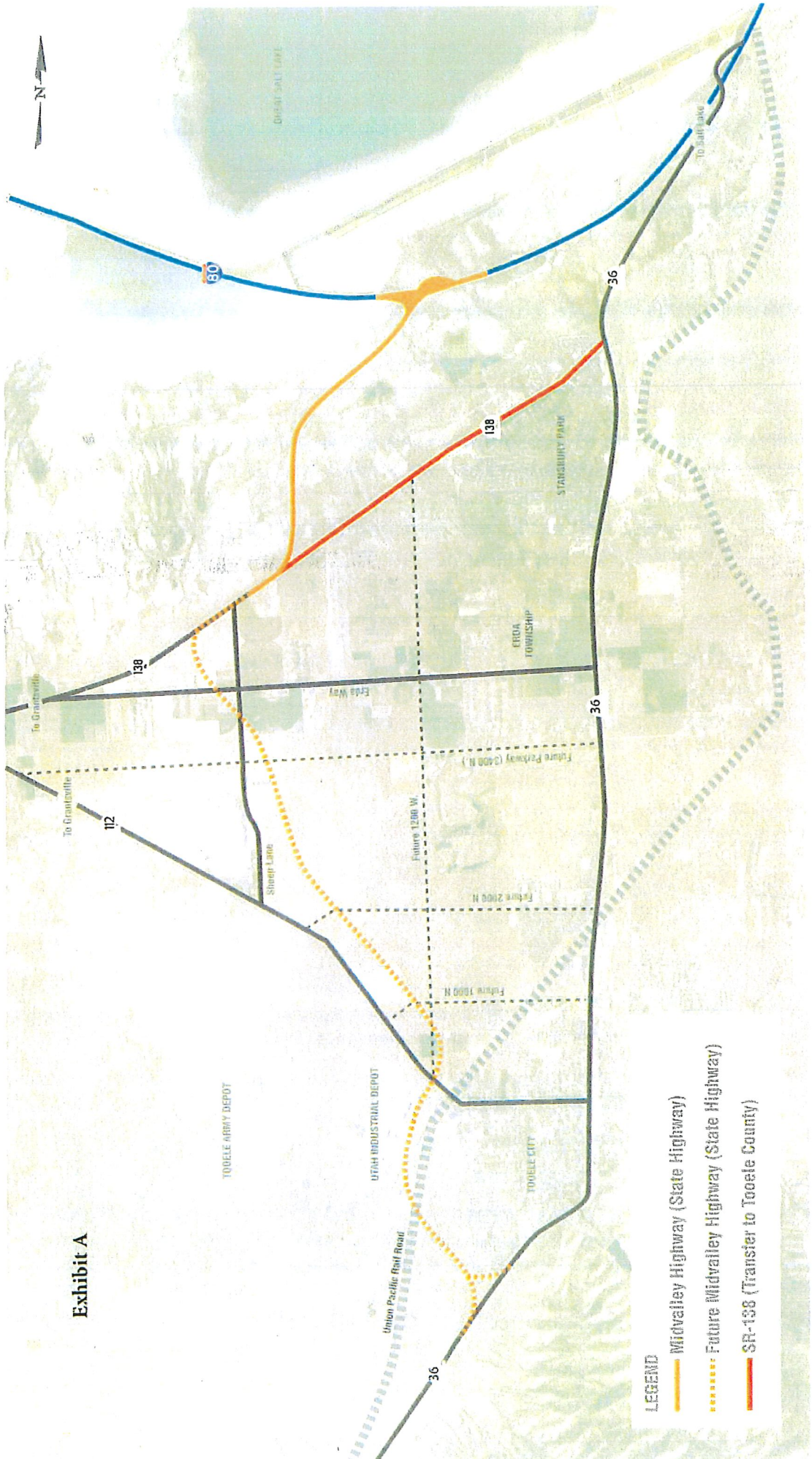


Exhibit A

- LEGEND**
- Midvalley Highway (State Highway)
  - ⋯ Future Midvalley Highway (State Highway)
  - SR-138 (Transfer to Tooele County)