

**CONTRACT MANAGEMENT SHEET  
REVIEW DATES**

**TOOELE COUNTY CONTRACT**

**#15-08-14**

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

**CONTRACTING PARTIES:** TOOELE COUNTY

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

REVIEW DATE: NFR FLAG FOR \_\_\_\_\_

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## MEMORANDUM OF AGREEMENT

BETWEEN

**TOOELE COUNTY**

AND

**THE TOWN OF OPHIR, UTAH**

### PURPOSES AND OBJECTIVES

This is a memorandum of agreement between Tooele County ("the County") and the Town of Ophir, Utah ("the Town"). The County and the Town are entering into this agreement to mill 2" of the existing road surface off and place a 3" cold central plant mix asphalt overlay on Ophir Canyon Road "Ophir Main Street" for approximately 2 miles, though 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.

### TERMS

- A. The Town agrees to pay the County seventy-five percent of its "C" fuel tax money from the State of Utah for the next ten years estimated to be five thousand dollars per year (\$5,000.00).
- B. The Town agrees to pay the County ten thousand dollars (\$10,000.00) upon execution of this memorandum of understanding.
- C. The County agrees to build the road as described above.

### PERIOD OF PERFORMANCE

This agreement is in place for a period of ten years from the date of this agreement.

### 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.

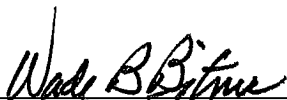
Upon such termination, all money due and future fuel tax revenue is due and payable.

### **THIRD PARTY RIGHTS**

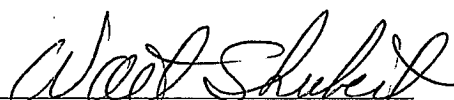
Nothing in this agreement creates any enforceable rights in third parties.

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

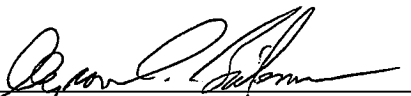
Dated August 20, 2015.



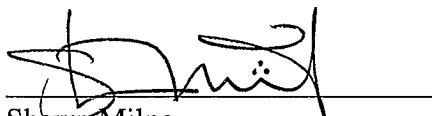
Wade Bitner  
Tooele County Commission



Walt Shubert  
Mayor of Ophir Utah



Myron Bateman  
Tooele County Commission



Shawn Milne  
Tooele County Commission