



State of Utah  
 Department of Transportation

Cooperative Agreement	Local Entity: Tooele County	Tracking number: 36608
UDOT Location: Dugway Shed 2423B	Executed Date: <i>12-1-20</i> Full Execution 12/10/20	Agreement number: <b>218550</b>

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of Dec, 2020, by and between the UTAH DEPARTMENT OF TRANSPORTATION ("UDOT"), an agency of the State of Utah, and TOOELE COUNTY ("COUNTY"), a political subdivision of the State of Utah.

**RECITALS**

**WHEREAS**, the COUNTY desires that UDOT provide access to the salt piles for Tooele County roads for said snow removal at UDOT Dugway shed 2423B located at SR-199 Mile Post 0, Tooele County area; and

**WHEREAS**, UDOT has the salt piles located at Dugway shed 2423B and is willing to allow access for said snow removal pursuant to the terms and conditions of this Agreement.

**AGREEMENT**

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

1. The COUNTY may access the Property defined by UDOT above. The COUNTY's vehicles or equipment may not be parked in this area without UDOT's prior written authorization. The property shall only be used for access to pick up or deliver salt and required maintenance of the facility.
2. The COUNTY and UDOT, its successors or assigns, will share in providing maintenance of facility. Said maintenance shall include the pushing of salt into salt dome and sweeping of salt storage facility on a daily basis. Maintenance fees will be shared between parties for routine maintenance of any oil water separator, wash rack, hoses and supplies if applicable.
3. The COUNTY will report the quantity used on a monthly basis to the UDOT Shed Foreman by email to [station2423@utah.gov](mailto:station2423@utah.gov) from the months of October to June by the 10<sup>th</sup> of the following month.
4. The COUNTY, if responsible for damages, shall promptly repair any damage to Property or UDOT's equipment to similar or better condition. The COUNTY must provide a plan for repairs within 72 hours by email to [station2423@utah.gov](mailto:station2423@utah.gov).
5. The COUNTY shall abide by all applicable state and federal laws, rules and regulations pertaining to safety, traffic control and MS4 (Municipal Separate Storm Sewer System).

6. Environmental spills must be reported immediately to Station Supervisor at phone number (801)656-9442 and all applicable environmental documentation must be received by email at [station2423@utah.gov](mailto:station2423@utah.gov) within 24 hours. Any environmentally assessed fees will be the responsibility of offending party.
7. UDOT shall have complete control and discretion over supply and demand.
8. The COUNTY shall maintain the following insurance coverage:
  - a. Workers' compensation insurance during the term of this Agreement for all its employees and any subcontractor employees working under this Agreement. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
  - b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
  - c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if COUNTY will use a vehicle in the performance of this Agreement.

Certificate of Insurance, showing up-to-date coverage, shall be on file with UDOT before the Agreement may commence.


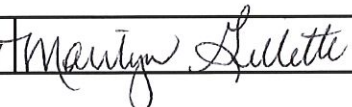


UDOT reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Agreement. COUNTY's failure to maintain this insurance requirement for the term of this Agreement will be grounds for immediate termination of this Agreement.

9. Termination. Initial term of this Agreement will be 5 years; then at the end of the 5 year period it will be automatically renewed by 5 year increments unless the Parties enter into a new agreement. If COUNTY does not comply with the terms of this Agreement, UDOT may terminate the Agreement after giving the COUNTY reasonable opportunity to cure the breach.
10. Either party may terminate this Agreement at any time, with or without cause, by giving 60 days prior written notice to the other party.
11. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect

with respect to any other then existing or subsequently occurring breach.

12. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
13. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
14. The individuals executing this Agreement represent and warrant that they have the power and authority to do so.
15. COUNTY certifies conformance and continued conformance with Public Law 115-232, Sec. 889 and 2 CFR § 200.216.
16. UDOT and the COUNTY are governmental entities under the "Utah Governmental Immunity Act" (*Utah Code Ann. § 63G-7-101, et seq.*) (the "Act."). Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Nothing in this Agreement shall be deemed as a waiver by either or both Parties of any defenses or protections provided by the Act. Both parties agree to indemnify, defend, and save harmless the other party from and against all claims, suits and costs, including reasonable attorneys' fees, for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties. This provision shall survive the termination of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their duly authorized offices as of the day and year first above written.

TOOELE COUNTY			Utah Department of Transportation		
By		Date 7 Dec 20	By	Ryan Ferrin	Date 12/09/2020
Tom Tripp, County Commission Chair			Ryan Ferrin, Maintenance Engineer		
By		Date 12/8/20	By		Date 12/09/2020
Marilyn Gillette, County Clerk			Lisa Wilson, Region Director		
By		Date 12/10/2020	By	Kristi Barney	Date 12/10/2020
Colin Winchester, Deputy County Attorney			Comptroller's Office		

