

**FIRE PROTECTION MUTUAL AID AGREEMENT
BETWEEN TOOELE COUNTY
AND DUGWAY PROVING GROUND**

THIS AGREEMENT, entered into this 28th day of February, 2006, between the UNITED STATES OF AMERICA, DUGWAY PROVING GROUND, pursuant to Section 1856a, Title 42, United States Code, for and behalf of DUGWAY PROVING GROUND FIRE DEPARTMENT, Dugway, Utah 84022, (hereinafter referred to as "Fire Department") and TOOELE COUNTY, 47 South Main Street, Tooele, Utah 84074, by and through the Tooele County Sheriff (hereinafter referred to as "Sheriff").

In consideration of the following terms and conditions, the parties hereto agree to jointly provide fire prevention, the protection of life and property from fire, weapons of mass destruction (WMD), and hazardous material incident support as follows:

1. On request to Fire Department through Dugway Police Dispatch by Sheriff, firefighting equipment and personnel of Fire Department will be dispatched when available to any point within the area for which Sheriff normally provides fire protection as designated by the representative of Sheriff.
2. On request to Sheriff by Fire Department, firefighting equipment and personnel of Sheriff will be dispatched when available to any point within the firefighting jurisdiction of the Fire Department.
3. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department, if for any reason, assistance cannot be rendered.
4. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - a. Any request for aid under this agreement will specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and

number of personnel to be furnished will be determined by a representative of the responding organization.

b. The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of the official.

c. A responding organization will be released by the requesting organization when the services of the responding organization are no longer required, or when the responding organization is needed within the area for which it normally provides fire protection.

d. If a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which Sheriff normally provides fire protection, Fire Department or its representative may assume full command on arrival at the scene of the crash.

e. Each party hereby waives all claims against every other party for compensation for any loss, damage, injury, or death occurring as a consequence of the performance of this agreement except those claims authorized under 15 U.S.C. 2210.

f. The chief fire officers and personnel of the Fire Department and Sheriff are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills.

g. The technical heads of the Fire Department and Sheriff are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.

h. All equipment used by Sheriff in carrying out this agreement will be owned by Sheriff; and all personnel acting for Sheriff under this agreement will be an employee or volunteer member of Sheriff.

i. This agreement shall become effective upon the date hereof and remain in full force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty (30) days' notice of said cancellation.

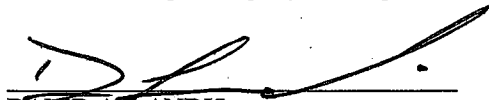
j. This agreement supersedes all prior firefighting mutual aid agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Fire Protection Mutual Aid Agreement as of the date and year first above written.

UNITED STATES OF AMERICA

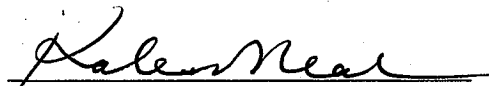


CHRISTOPHER C. GRIGSBY
Garrison Manager, Dugway Proving Ground



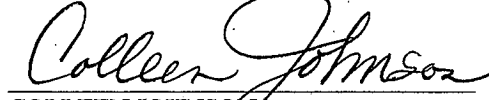
DAVID A. LANDIS
Fire Chief, Dugway Proving Ground

APPROVED AS TO FORM:

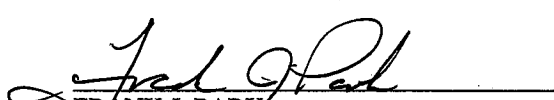


KATENI T. LEAKEHE
Major, U.S. Army
Command Judge Advocate

TOOELE COUNTY

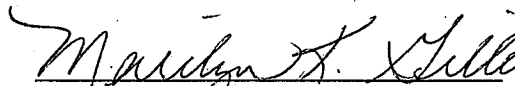


COLLEEN JOHNSON
Chairman, Tooele County Commission

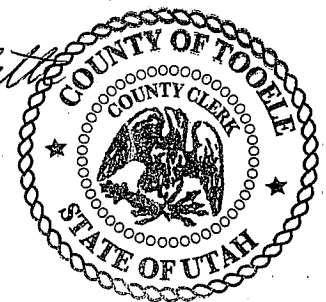


FRANK J. PARK
Sheriff, Tooele County

ATTEST:



MARILYN K. GILLETTE
Clerk, Tooele County



APPROVED AS TO FORM:



DOUGLAS HOGAN
Tooele County Attorney