

**MEMORANDUM OF UNDERSTANDING
BETWEEN TOOELE COUNTY AND
UTAH MUSEUM OF FIRE SERVICE HISTORY AND
FIREFIGHTER MEMORIAL FOUNDATION**

THIS AGREEMENT, dated this 21st day of February, 2000, is entered into between **TOOELE COUNTY, UTAH**, 47 South Main, Tooele Utah, a body politic and corporate of the State of Utah, (hereafter "County") and **UTAH MUSEUM OF FIRE SERVICE HISTORY AND FIREFIGHTER MEMORIAL FOUNDATION**, 115 North 300 West, American Fork, Utah 84003, (hereafter "Firefighters").

This Agreement is for the purpose of designating the parties' respective rights and duties pertaining to the establishment and perpetuation of a Firefighter's History Museum at Tooele County's Deseret Peak Complex. In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged,

THE PARTIES HEREBY AGREE AS FOLLOWS:

COUNTY'S RESPONSIBILITIES

County agrees to:

1. Provide the ground and building at the Deseret Peak Complex for a firefighter's museum, outside memorial, parking lot and amenities. Ownership of the building and amenities will remain with County.
2. Seek funding for the building construction from Envirocare of Utah, Inc., by separate agreement and, if successful, will erect a suitable remembrance on the site in Envirocare's name.
3. Pay for the building and site's water, sewer, power, garbage and gas utilities.

4. Provide carpeting, a sound system, projection screen and television, chairs and minimal furnishings for the auditorium.
5. Maintain the outdoor grounds and provide snow removal.
6. Provide insurance for items owned by County.
7. Provide security to the outdoor grounds.

FIREFIGHTERS' RESPONSIBILITIES.

Firefighters agree to:

1. Establish, erect and maintain meaningful, interest exhibits relating to Utah firefighting history for patrons of all ages.
2. Own and operate any gift shop they choose to establish.
3. Perform restoration work on exhibits and provide all tools and materials for such work.
4. Provide supervision and personnel to operate and maintain the firefighter's museum and help and coordination with other Deseret Peak Complex museums, including cross-training.
5. Clean and maintain the building interior, exterior and displays.
6. Pay telephone, facsimile, CATV and other similar charges.
7. Provide security for the museum and ensure the building is locked during non-business hours.
8. Secure authorization from County for all remodeling or changes to the museum or the building's fixtures. All changes and remodeling will become a part of the building.
9. Maintain a complete, current inventory of county-owned versus privately-owned equipment.

10. Maintain a ledger showing monies received and how they are applied and specifically to which exhibits.

11. Provide insurance on all property not belonging to County.

JOINT DUTIES AND RESPONSIBILITIES.

County and Firefighters agree:

1. To coordinate activities between the firefighter's museum and the Deseret Peak Complex.

2. Normal hours of Deseret Peak Complex entry are from 7:00 a.m. to 10:00 p.m. Special activity hours may be set through arrangement with the Deseret Peak Complex.

3. County will be allowed use of the museum and grounds as coordinated through the Firefighters.

4. Any fire equipment, trucks or apparatus that is not individually owned and so identified on the inventory becomes a part of the museum.

5. Should the Firefighters abandon the building, County assumes all responsibility and rights to the building and its contents. All equipment and displays will stay with the museum. Those items that are privately owned may be removed by the owner in accordance with the applicable loan agreement.

6. Exhibits or equipment acquired, modified, painted or refurbished, through the use of State or Federal grant monies shall become the property of County, even though Firefighters or private individuals may have volunteered their time and labor in restoration, development or acquisition of such exhibits or equipment.

7. The property on which the building will be built is under a 99-year renewable lease to Tooele County from the Grantsville Soil Conservation District. That lease expires in the year 2096.

8. There will be no food or beer concessions in the museum building. Any such concessions will be operated or allowed solely by County at other locations within the Deseret Peak Complex.

9. Notices and coordination shall be sent as follows:

County: Tooele County Commission
47 South Main
Tooele, Utah 84074

Firefighters: D. Paul Taylor
115 North 300 West
American Fork, Utah 84003

10. County and Firefighters agree to hold harmless each other for any and all liability or loss arising in any way out of the performance of this agreement.

EXECUTED as of the date first above written.

FIREFIGHTERS

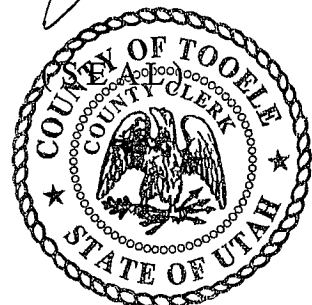
D. Paul Taylor
Donald M. North

COUNTY

Teryl Hunsaker
TERYL HUNSAKER, Chairman

ATTEST:

Dennis D. Ewing
DENNIS D. EWING, Clerk



THE AMERICAN INSTITUTE OF ARCHITECTS



BOND NO. JX4800

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

BROWN-FOUTZ COMPANY
A Utah Corporation
1617 North Chicago Street
Salt Lake City, Utah 84116

OWNER (Name and Address):

TOOELE COUNTY
47 South Main
Tooele, Utah 84074

SURETY (Name and Principal Place of Business):

UNITED STATES FIDELITY AND GUARANTY COMPANY
A Maryland Corporation
5801 Centennial Way
Baltimore, Maryland 21209

CONSTRUCTION CONTRACT

Date:

Amount: ONE MILLION FORTY ONE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$1,041,600.00)
Description (Name and Location):

Firefighter Museum at the Deseret Peak Recreation Complex, Tooele County, Utah
BOND

Date (Not earlier than Construction Contract Date): March 6, 2000

Amount: ONE MILLION FORTY ONE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$1,041,600.00)
Modifications to this Bond: None See Page 3

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)
BROWN-FOUTZ COMPANY

Signature: _____
Name and Title: Paul C Brown, President

SURETY

Company: _____ (Corporate Seal)
UNITED STATES FIDELITY AND GUARANTY COMPANY

Signature: _____
Name and Title: Stirling S. Broadhead, Attorney-In-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

DALE BARTON AGENCY
1100 EAST 6600 SOUTH, SUITE 400
SALT LAKE CITY, UTAH 84121-2400
(801)288-1600

OWNER'S REPRESENTATIVE (Architect, Engineer or other party): EDWARDS & DANIELS ARCHITECTS, INC.
111 EAST BROADWAY,, SUITE 200
SALT LAKE CITY, UTAH 84111
(801)531-7600

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



BOND NO. JX4800

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
BROWN-FOUTZ COMPANY
A Utah Corporation
1617 North Chicago Street
Salt Lake City, Utah 84116

SURETY (Name and Principal Place of Business):
UNITED STATES FIDELITY AND GUARANTY COMPANY
A Maryland Corporation
5801 Centennial Way
Baltimore, Maryland 21209

OWNER (Name and Address):

TOOELE COUNTY
47 South Main
Tooele, Utah 84074

CONSTRUCTION CONTRACT

Date:

Amount: ONE MILLION FORTY ONE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$1,041,600.00)

Description (Name and Location):

Firefighter Museum at the Deseret Peak Recreation Complex, Tooele County, Utah

BOND

Date (Not earlier than Construction Contract Date): March 6, 2000

Amount ONE MILLION FORTY ONE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$1,041,600.00)

Modifications to this Bond:

None

See Page 6

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)
BROWN-FOUTZ COMPANY

Signature: _____
Name and Title: Paul C Brown, President

SURETY

Company: _____ (Corporate Seal)
UNITED STATES FIDELITY AND GUARANTY COMPANY

Signature: _____
Name and Title: Stirling S. Broadhead, Attorney-
In-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

DALE BARTON AGENCY
1100 EAST 6600 SOUTH, SUITE 400
SALT LAKE CITY, UTAH 84121-2400
(801)288-1600

OWNER'S REPRESENTATIVE (Architect, Engineer or
other party): EDWARDS & DANIELS ARCHITECTS, INC.
111 EAST BROADWAY,, SUITE 200
SALT LAKE CITY, UTAH 84111
(801)531-7600

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 20227

Certificate No. 106655

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Sam W. Clark, John R. Barton and Stirling S. Broadhead

of the City of Salt Lake City, State of Utah, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed this 31st day of March, 1999.

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.



Michael B. Keegan
MICHAEL B. KEEGAN, Vice President

Michael R. McKibben
MICHAEL R. MCKIBBEN, Assistant Secretary

State of Maryland
City of Baltimore

On this 31st day of March, 1999, before me, the undersigned officer, personally appeared Michael B. Keegan and Michael R. McKibben, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 13th day of July, 2002.



Rebecca Easley-Onokala
REBECCA EASLEY-ONOKALA, Notary Public