

CONTRACT FOR FIRE PROTECTION

This agreement made and entered into by and between Box Elder County, a municipal corporation of the State of Utah, hereinafter referred to as County, and MANTUA a municipal corporation of the State of Utah, hereinafter referred to as City.

WITNESSETH:

That whereas, the County desires to enter into an agreement with the City for the purpose of the City providing fire protection service for the residents of the County within a certain area adjacent to the City limits of the City, and

Whereas, the City is willing to furnish the said fire protection service,

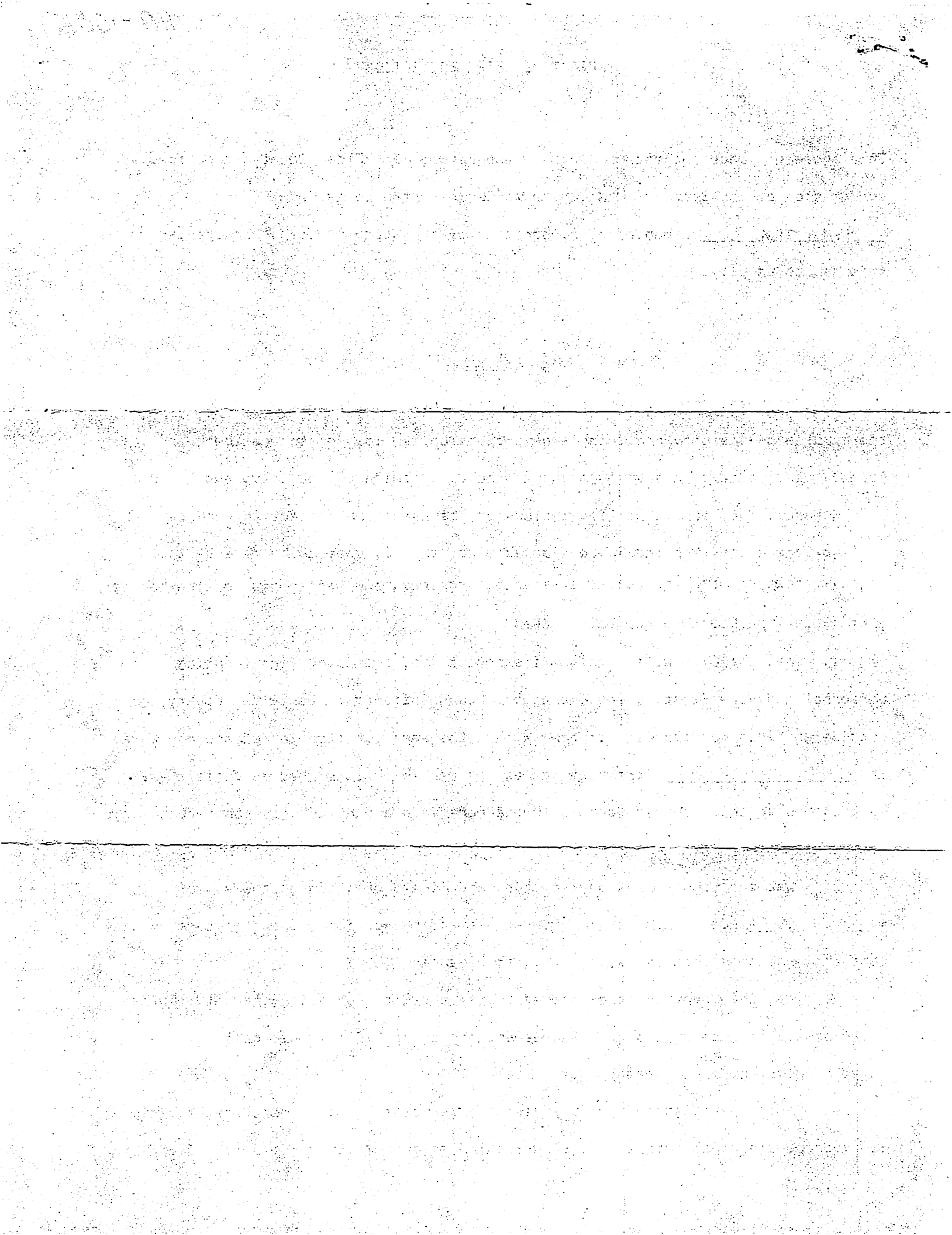
Now therefore, for and in consideration of the payments to be made by the County, together with the mutual covenants, promises, and agreements hereinafter set forth, City and County agree as follows:

1. That the City will furnish fire protection, including fire-fighting personnel and fire fighting equipment, to the inhabitants of Box Elder County outside any incorporated city or town within the area outlined in red and marked as the _____ fire district on the map which is marked as Exhibit A and is attached to this contract and is furthermore made a part of this contract by this reference.

2. That the County will pay for the said fire protection on the sum of \$ 1000.00 due on January 1, 1990 as a stand-by fee for the entire term of the contract, which is from January 1, 1990 to December 31, 1990.

3. That the County further agrees to pay the City for each fire call in the geographical area covered by this agreement the sum of \$345.00 per call for the first hour or any part thereof of any such call.

4. In the event that City fire fighting personnel or equipment are required to fight or remain at the scene of a fire for longer than sixty minutes, the County



shall pay to the City, in addition to the \$345.00 noted above, at the rate of \$5.00 per firefighter or \$7.50 per firefighter with current wildland card on wildland fires or \$7.50 per firefighter with Firefighter I card on structure fires for each succeeding sixty minutes or any portion thereof beyond the first sixty minutes, and on the basis of \$50.00 per hour for any City owned pumper truck for each succeeding sixty minutes or any portion thereof beyond the first sixty minutes.

5. The rates noted above in item four will be set for a period of one year at which time they can be adjusted.

6. The County will further reimburse the City on the basis of the City's acquisition costs thereof, for damage or destruction, not including damages or destruction caused by the City fire department's own negligence, of any and all fire fighting equipment damaged or destroyed at a County fire call, exception any repair or replacement costs for any vehicles which are so damaged or destroyed. Provided further that the City will provide all gas and oil used by City and County owned vehicles in responding to, fighting, and returning from County wildland and structural fires.

7. The City will also clean, service and maintain the County owned vehicle and equipment, keeping it in good running and working order. Also, any work to be done on County owned vehicles or equipment must first be approved by the County Fire Marshal and the first \$250.00 in service, maintenance, or repairs will be paid by the City for each County vehicle which the City has in use.


8. The City covenants that on each call it will respond with at least five firefighters and one City owned pumper truck, together with the necessary equipment, hoses, and supplies therefore.

9. Payment for services rendered by the City shall be made upon the filing of a claim by the City itemizing the service provided within 30 days and noting insurance numbers on any structure, vehicle, or any other insured item or items. Payment will then be made within thirty days after billing by the City. No privately owned vehicles not owned by City or County or personnel not employed as a firefighter will be covered under this agreement.

10. The parties hereto understand and agree that the City shall have the right to and does intend to furnish fire fighting service to other municipalities within the North end of Box Elder County and to make arrangements with such municipalities for such services and the charges therefore.


11. That the term of this contract shall be from January 1, 1990 to December 31, 1990.

In witness thereof, Box Elder County has caused this contract to be signed by the Chairman of the County Commission of the said County, pursuant to resolution duly passed by the Box Elder County Commission authorizing the said Chairman to execute this agreement, and _____ has caused this contract to be signed by its Fire Chief pursuant to resolution duly passed by the _____ authorizing the said Fire Chief to execute this agreement. Furthermore, the Board of County Commissioners of Box Elder County has caused its County Clerk to attest the signature of the Chairman of the Board of County Commissioners, and the _____ has caused its _____ to attest the signature of its Chief.




Robert Valentine, Chairman
Board of County Commissions of
Box Elder County

ATTEST



Allen Jensen, County Clerk
Box Elder County



Fire Chief

ATTEST



Mayor

