

FIRE FIGHTING CONTRACT

1980-81  
80-007  
Agreement

THIS AGREEMENT made and entered into by and between  
Mantua, a Municipal Corporation of the  
State of Utah, hereinafter referred to as Mantua  
AND BRIGHAM CITY, a Municipal Corporation of the State of Utah,  
hereinafter referred to as "Brigham City".

WITNESSETH:

WHEREAS, Brigham City and Mantua have  
heretofore had an agreement for the furnishing of fire fighting  
protection by Brigham City to Mantua, and

WHEREAS, Mantua desires to provide fire  
fighting service for all areas within its corporate limits, and

WHEREAS, Brigham City has the equipment, personnel in the  
form of a volunteer fire department, and capability of fighting  
fires, not including Forest or Mountain fires, within a reasonable  
radius of City:

NOW, THEREFORE, for and in consideration of the promises  
and covenants herein made by each of the parties hereto, said  
parties agree with each other as follows to-wit:

1. (a) Brigham City will furnish fire fighting equipment  
and personnel to the inhabitants and areas of Mantua  
within the incorporated limits of Mantua.

(b) Mantua agrees to pay Brigham City  
for such fire fighting service a fee of \$400.00 for the first call.

(c) Mantua further agrees to pay Brigham  
City for each subsequent fire call in the area covered by this  
agreement, the sum of \$170.00 for such call and for the first  
60 minutes or any part thereof.

(d) In the event fire fighting personnel or equipment  
are required to fight a fire or to remain at the scene of a fire  
in excess of 60 minutes, then Mantua shall pay to  
Brigham City for such additional time at the rate of \$6.00 per man  
per hour for each succeeding 60 minutes or any portion thereof  
beyond the first 60 minutes; and on the same basis \$35.00 per

17-0791

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CONFIDENTIAL

The following information was obtained from a confidential source who has provided reliable information in the past.

On 10/15/68, the source advised that [redacted] had been seen at [redacted] on 10/12/68.

The source stated that [redacted] was seen with [redacted] at [redacted] on 10/12/68.

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The source further advised that [redacted] was seen at [redacted] on 10/12/68, and that [redacted] was seen at [redacted] on 10/12/68.

The source stated that [redacted] was seen at [redacted] on 10/12/68, and that [redacted] was seen at [redacted] on 10/12/68.

The source further advised that [redacted] was seen at [redacted] on 10/12/68, and that [redacted] was seen at [redacted] on 10/12/68.

The source stated that [redacted] was seen at [redacted] on 10/12/68, and that [redacted] was seen at [redacted] on 10/12/68.

The source further advised that [redacted] was seen at [redacted] on 10/12/68, and that [redacted] was seen at [redacted] on 10/12/68.

The source stated that [redacted] was seen at [redacted] on 10/12/68, and that [redacted] was seen at [redacted] on 10/12/68.

The source further advised that [redacted] was seen at [redacted] on 10/12/68, and that [redacted] was seen at [redacted] on 10/12/68.

The source stated that [redacted] was seen at [redacted] on 10/12/68, and that [redacted] was seen at [redacted] on 10/12/68.

The source further advised that [redacted] was seen at [redacted] on 10/12/68, and that [redacted] was seen at [redacted] on 10/12/68.

The source stated that [redacted] was seen at [redacted] on 10/12/68, and that [redacted] was seen at [redacted] on 10/12/68.

The source further advised that [redacted] was seen at [redacted] on 10/12/68, and that [redacted] was seen at [redacted] on 10/12/68.

The source stated that [redacted] was seen at [redacted] on 10/12/68, and that [redacted] was seen at [redacted] on 10/12/68.

The source further advised that [redacted] was seen at [redacted] on 10/12/68, and that [redacted] was seen at [redacted] on 10/12/68.

The source stated that [redacted] was seen at [redacted] on 10/12/68, and that [redacted] was seen at [redacted] on 10/12/68.

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hour for a "fire truck", \$25.00 per hour for a "pumper truck" and \$20.00 per hour for a "salvage truck".

(e) The rates provided for in (c) and (d) above are subject to being adjusted on an annual basis, to cover possible cost increases.

(f) Mantua will further reimburse Brigham City on the basis of Brigham City's acquisition costs therefore, for damage or destruction, not including damages or destruction caused by Brigham City Fire Department's own negligence, of any and all fire fighting equipment damaged or destroyed at a Mantua fire call, excepting vehicles.

2. That Brigham City covenants it has thirty-five man volunteer fire department, 4 fire trucks, 1 pumper truck, and 1 salvage truck, together with necessary equipment, hoses and supplies therefore, for fighting fires not including forest fires or those in mountainous terrain. That no less than eight men and three trucks, including one fire, one pumper, and one salvage truck, will answer all calls within the Mantua incorporated area.

3. Payment for the services rendered to Mantua by Brigham City shall be paid as follows to-wit:

Fire call, hourly charges and damage charges within 30 days of billing therefore by Brigham City. In the event court action becomes necessary to collect any billing, Defaulting Party agrees to pay costs of court and a reasonable attorney's fee.

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

5. The parties hereto agree that this contract is subject to adjustments as provided in 1 (e) shall continue for one year beginning with July 1, 1980 and ending June 30, 1981.

IN WITNESS WHEREOF the parties have caused these presents  
to be signed by the Mayor of Mantua and the Mayor of  
Brigham City pursuant to Resolutions duly passed by said parties.

Mantua  
A Municipal Corporation

By James R. Pinkerton  
Mayor of

ATTEST:

Annalox Sorenson  
Recorder

BRIGHAM CITY, a Municipal Corporation

By [Signature]  
Mayor of Brigham City

ATTEST:

[Signature]  
Brigham City Recorder

July 1 1980 - June 30, 1981  
Fire fighting