

## **OXFORD-UNIVERSITY FIRE PROTECTION AGREEMENT**

This Agreement is made and entered into by and between the City of Oxford, Mississippi (the “City”), and The University of Mississippi (the “University”).

WHEREAS, since 1986 the City and the University have, through a series of agreements (“Prior Agreements”) provided for the Oxford Fire Department to provide fire protection services for both the City and the portions of the University’s Lafayette County campus lying outside the city limits;

WHEREAS, the City and the University have determined that sharing fire protection services costs less for the University and the City than it would to create and maintain two separate fire departments;

WHEREAS, through the efficiency of sharing a single fire department, the City and the University also assure consistent, professional fire protection for both the City and the University and assure a better staffed, trained, and equipped fire department than either would be able to maintain for similar expenditures;

WHEREAS, the City and the University are hopeful that through continued cooperation and collaboration the City and University may be able to improve their Mississippi State Rating Bureau fire ratings; and

WHEREAS, the City and the University wish to continue their fire protection relationship;

The City and the University agree as follows:

1. Term

The term of this Agreement shall be for four years commencing on July 1, 2014, and ending on June 30, 2018.

2. Payment

The University shall pay to the City of Oxford an annual fire protection fee in four, equal quarterly installments to be paid on the first business day of each quarter. During the first year of this Agreement, the base annual fire protection fee shall be \$550,000. In each subsequent year of this Agreement, the annual fire protection fee shall be adjusted by an amount determined by multiplying the previous year's annual fire protection fee by the most recent annual Consumer Price Index published by the United States Bureau of Labor Statistics. For example, the fire protection fee for the second year of this agreement (July 1, 2015-June 30, 2016) would be determined by multiplying the first year's fee (\$550,000) times the annual CPI for 2015 and adding or subtracting the result to the first year's fee.

3. Capital Contribution

On each July 1 during the life of this Agreement, the University shall pay the City \$75,000 to assist the City in servicing its bonded indebtedness incurred to finance the construction of the new fire station on McElroy Drive. It is anticipated that if the University and City enter future fire protection agreements during the twenty-year period of bonded indebtedness related to the construction of the McElroy Drive fire station

(with such bonded indebtedness having a maturity date of **[insert date]**), this capital contribution would continue.

4. Oxford/University Fire Committee

Within one month of the execution date of this Agreement, the University and the City each shall appoint three members to a six-member Fire Protection Committee. The Committee shall select a chair each year, with the chair alternating between a representative of the City and a representative of the University. The Fire Protection Committee shall meet at least once per quarter thereafter during the life of this Agreement. The purpose of the Committee shall be to consider ways by which the City and University can maintain and improve efficiency, safety, and fire protection rating. Issues to be considered by the Fire Committee shall include but not be limited to the following:

- i. Reduction of load or demand upon the OFD by considering differentiated responses, modification of alarm systems, decreasing non-emergency alarms, or expanding University staffing for such purposes as elevator support or maintenance, sensory or alarm support or maintenance, etc.;
- ii. Examination of the method by which fire protection is provided by the City to the University, and its impact on the City's fire rating;
- iii. Consideration of a joint fire protection district, so long as such district would recognize the need for continuing contribution of services and financing by the City and University, respectively;

- iv. In-kind support by the University in areas that may include training, staffing, volunteer assistance, and housing of equipment and/or personnel;
- v. Examination and elimination of redundant services to reduce costs to the City or the University;
- vi. Developing short and intermediate term plans for consideration by the City and University to improve water systems, fire protection, and fire rating;
- vii. Monitoring progress on any such plans and coordinating City and University efforts to seek re-grading by the MSRB; and
- viii. Alternative staffing plans for meeting fire protection needs.

If the City's Fire Chief is not a member of the Committee, then at least once during each year of this Agreement, the City's Fire Chief shall meet with the Committee to confer regarding the appropriate number of fire staff and vehicles which should respond to calls from the University campus. The final decision on this matter shall rest with the Fire Chief.

#### 5. Training

The City agrees to continue implementation of its Pre-fire Planning Program for buildings on the University's campus. Under this Program, the Fire Department shall pre-plan its ability to fight fires in each building located at the University, and shall update the plan periodically, as may be required.

With regard to any new construction and/or renovation at the University, the University will notify the City of the need to update the Pre-fire Planning Program for

those buildings. Upon receipt of this notice from the University, the City will update its Program as soon as possible.

During the term of the Agreement, the City agrees to provide the training for fire department personnel and staffing necessary for the City and University to maintain service consistent with their present MSRB fire protection ratings, as of the commencement of the Agreement.

6. Inspections and other Fire Safety Measures

The University agrees to train, develop and staff, at the University's expense and in cooperation with the City, a comprehensive safety inspection and education program involving physical plant, student housing, campus police and associated student government (including inspection, fire drills, etc.). Among other things, the University will have available on-call personnel to check trouble in alarm systems for University owned buildings. Personnel will also be available after hours, on weekends and on holidays.

The University will install individual key security boxes at each newly constructed, University-owned building. The University and the City will continue to cooperate in installing security boxes at other buildings as deemed necessary and appropriate by the University and the City.

7. Fire Protection and Other Emergency Response Services

Except as otherwise provided herein, the City agrees to furnish fire protection and other emergency response services to the University at its Oxford campus at the level of service furnished by the City when it received its last MSRB rating, prior to the

commencement of this Agreement. The City agrees to furnish a truck and crew to stand by at all special functions at the University that involve any fire hazard materials (e.g., bonfires, fireworks displays, etc.). The City further agrees to continue providing fire protection and other services to the airport in accordance with the recommendations of the FAA for a Class IV, Index "A" airport and the conditions at the airport at the commencement of the Term. The University represents that it will not implement any material changes in the airport or the services provided there that would alter the airport's Class IV, Index A FAA classification during the life of this Agreement, other than those commenced prior to the execution of this Agreement. Should FAA recommendations for fire protection and other emergency response services materially change during the life of this Agreement, the parties agree to work together to seek funding from the FAA or other sources to offset any corresponding increased operating costs or capital expenditure.

8. University Water System.

The University shall retain full responsibility for maintenance and/or replacement of all fire extinguishers, water mains, fire hydrants, and elevated tanks on the campus of the University that are not a part of the City's water system. The University shall also maintain the University's water system in a manner consistent with established standards, install new water lines necessitated by any University expansion, and shall provide the City with a current map showing the location of all hydrants, valves, and water mains. The University will also annually inspect and maintain the fire hydrants

that are connected to the University's water system and lie within any fire protection district that has been created by the City and the University.

9. Routine Elevator Extractions.

The parties agree that the University shall be responsible for routine, non-emergency elevator extractions and/or repairs. The parties acknowledge and agree, however, that the University cannot control whether individuals call 911 in response to a malfunctioning elevator, and any such call will not be considered a breach of this Agreement.

10. Property Rights in Existing Equipment.

Under Prior Agreements, the University has provided the City either the fire protection equipment listed below or the funds to purchase that equipment. The parties agree that the parties' current ownership rights in this equipment are accurately set forth as follows:

- i. 2004 model 1500 GPM Pumper with fire-fighting equipment. Under the terms of the 2010 Agreement between the City and the University, the University has the option to purchase this equipment from the City on June 30, 2014 for the price of \$1.00. As a part of the consideration provided by the University under the terms of this Agreement, the University has agreed not to exercise its purchase option and will allow the City continued use of this equipment for fire protection purposes. If the City removes this equipment from service and/or at the end of this Agreement, the University shall again have the option to repurchase this Equipment for \$1.00.

- ii. 2009 model International Chassis airport response and crash truck outfitted with a firefighting package. The University purchased this equipment pursuant to an FAA grant and is its owner. As a part of the consideration provided by the University under the terms of this Agreement, the University will allow the City continued use of this equipment for fire protection purposes. The City shall return this equipment to the University upon removal of the equipment from service.
- iii. 20\_\_ model, one hundred foot ladder truck with a firefighting platform. Under the terms of the 2010 Agreement between the City and the University, the University assisted the City in purchasing the truck referenced above, and the University has the option to purchase this equipment from the City on June 30, 2014 for an amount equal to the un-depreciated portion of the City's contribution to the purchase price (with the City's contribution being an amount equal to the price paid by the City for the ladder truck, less the University's initial capital contribution) using a straight-line depreciation and assuming a twenty-five year useful life for the ladder truck, with \$0 salvage value at the end of the useful life. As a part of the consideration provided by the University under the terms of this Agreement, the University has agreed not to exercise its purchase option and will allow the City continued use of this equipment for fire protection purposes. If the City removes this equipment from service and/or at the end of this Agreement, the University shall again have the option to purchase this equipment for an amount equal to the un-

depreciated portion of the City's contribution to the purchase price (with the City's contribution being an amount equal to the price paid by the City for the ladder truck, less the University's initial capital contribution) using a straight-line depreciation and assuming a twenty-five year useful life for the ladder truck, with \$0 salvage value at the end of the useful life.

The parties agree that during the life of this Agreement the City will bear all responsibility for maintaining, repairing, insuring, and operating the equipment listed above.

11. Real Property Rights.

To ensure effective fire protection to the City, the University, and to property owners within the City and as additional consideration paid to the City for providing the University fire protection, the University has contributed to the City through long-term leases certain real property for use as fire stations and for other purposes. So long as the City provides fire protection to the University, and as more particularly described in the leases, the lease payments to the University are nominal rather than market rates. The current or anticipated leases are more particularly described below.

- i. McElroy Drive Property. The City is currently constructing a new fire station on McElroy Drive on a parcel of land owned by the City that adjoins University Property. The City desires to lease 1.5 acres of adjoining University property to facilitate the effective use of the new McElroy Drive fire station. To that end, the University and City agree to enter the lease of University property attached to this Agreement as Exhibit "A". The University and the City shall

work together to ensure the most appropriate and convenient access to the airport from the McElroy Drive fire station.

- ii. Washington Avenue Property. Under a separate, forty-year lease dated April 1, 1973, the University leased to the City a parcel of property on Washington Avenue for the purpose of constructing a fire station. The University leased the Washington Avenue property to the City for a nominal sum as a part of the consideration paid to the City for providing fire protection to the airport, a University-owned facility that, at the time of the lease, was located outside the city limits for the City of Oxford. That lease expired on March 31, 2013, and the City has been holding-over on a month-to-month basis, with the knowledge and permission of the University, while the City is constructing the new fire station on McElroy Drive. The parties anticipate the completion of construction of the McElroy Drive fire station by January 1, 2015. The University hereby agrees to extend the 1974 lease on a month-to-month basis until substantial completion of the new fire station and its occupation by the City. At that time, the City shall vacate the Washington Avenue property and return it to the possession and exclusive control of the University.
- iii. Intramural Drive Property. Under a separate, forty-year lease dated June 11, 2007, the University also leased to the City a parcel of property on Intramural Drive for the purpose of constructing a new fire station. The University leased

the Intramural Drive property to the City for a nominal sum as a part of the consideration paid to the City for providing fire protection.

SO AGREED, this the \_\_\_\_ day of \_\_\_\_\_, 2014.

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George "Pat" Patterson, Mayor  
City of Oxford, Mississippi

\_\_\_\_\_  
Daniel W. Jones, Chancellor  
The University of Mississippi

\_\_\_\_\_  
Date

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Date