

**Amendment to Fire Service Agreement Between Clemson University and
the City of Clemson, South Carolina**

Exhibit A: Payment Schedule

Schedule:

Monday, August 01, 2016	\$	245,000
Monday, January 02, 2017		270,000
Monday, April 03, 2017		<u>310,000</u>
Total Annual Payment:	\$	825,000

**Fire Service Agreement
between Clemson University and the
City of Clemson, South Carolina**

This contractual agreement shall become effective the 1st day of July 2012, by and between Clemson University (hereinafter referred to as the University) and the City of Clemson, South Carolina (hereinafter referred to as the City.) The parties agree to meet annually to review the conditions set forth by the contract.

WITNESSETH:

1. **Purpose:** The purpose of this Agreement is for the University to provide fire suppression protection services within the Current City Boundary for the City of Clemson, as defined on July 1, 2012, at the Class 4 insurance rating level.
2. **Term:** This agreement shall become effective on the 1st day of July 2012, and shall continue in effect until the 30th day of June 2016.
3. **Payment for Services:** The City shall pay a fee for fire suppression protection services provided by the University. The annual fee shall be paid in three installments according to the payment schedule found on Exhibit A.

Exhibit B summarizes the direct costs incurred by the University in providing fire suppression protection services to the University and to the City. Upon written request from the City, the University shall provide detailed financial and cost information to the City within 30 days of the request.

4. Responsibilities:

a) **The City shall:**

- 1) The City shall provide a City Fire Marshal that is a certified Resident State Fire Marshal, who shall conduct regular inspections as directed by the City. The City Fire Marshal shall provide inspection information to the Fire Chief at Clemson University ("Fire Chief") upon request.
- 2) The City shall notify the Fire Chief of all new construction, with the exception of one and two family dwellings, and request input from the Fire Chief concerning the site plans, fire hydrant locations, and fire equipment access. The City shall provide the Fire Chief with a set of blueprints for the construction projects upon request.

- 3) The City Fire Marshal shall notify the Fire Chief of any hazardous materials, unusual conditions or unsafe conditions discovered during the course of the Fire Marshal's inspections or other activities.
- 4) The City shall maintain all fire hydrants in good operating condition, at proper height and clear of obstructions, and shall ensure adequate water pressure is available on demand. All hydrants shall be distinctively marked accordingly as described in NFPA Standard 291. Shrubs, flowers, weeds, and other vegetation shall be mowed or cleared from the immediate area of the hydrants.
- 5) The City shall provide updated information and maps to the Fire Chief concerning fire hydrant installations and those hydrants removed from service. The City shall provide fire hydrant flow test results upon request.
- 6) The City agrees that it shall continue to make all payments towards the purchase of the Seagraves aerial ladder and pumper truck, originally purchased by the City in 2007. Additionally, the City agrees to make all payments towards the Sutphen Pumper, that is scheduled to be delivered July, 2012.
- 7) The City may acquire and maintain select fire suppression equipment or apparatus, and such equipment or apparatus shall be the property of the City and shall be owned and maintained by the City.

b) The University shall:

- 1) The University shall be responsible for maintaining appropriate fire suppression equipment and apparatus. Except where otherwise noted in this agreement, the University shall procure, own, maintain, and operate all fire suppression equipment.
- 2) The fire scene commander shall have sole discretion over personnel and equipment necessary at any fire scene.
- 3) All equipment, tools, and wearing apparel shall be the property of the University and shall be maintained and inventoried as such.
- 4) The University Fire Department will conduct appropriate pre-fire planning and training within the City.

- 5) The University shall be financially responsible for supplying uniforms, protective clothing, communications equipment and other items reasonably necessary to perform the services described in this agreement.

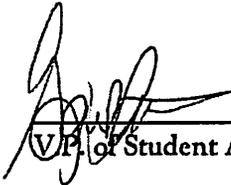
5. This Agreement:

This agreement contains the entire agreement between both parties hereto and may not be altered or amended except in writing and signed by both parties.

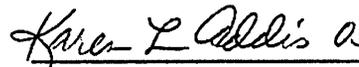
Both parties hereby agree to abide by and faithfully execute the terms of this agreement.

This agreement is hereby executed by the following duly authorized representatives:

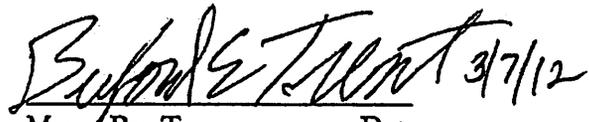
FOR CLEMSON UNIVERSITY


VP of Student Affairs 3-28-12
Date


Kathleen Jensen 3-28-12
Witness Date


Karen L. Addis 03-28-12
Witness Date

FOR THE CITY OF CLEMSON


Mayor Pro Tempore 3/7/12
Date


Bessie A. Coleman 3/7/12
Attest: City Clerk Date

Exhibit A: Payment Schedule

Schedule	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16
August 1, 20xx	\$ 200,000	\$ 200,000	\$ 210,000	\$ 225,000	\$ 235,000
January 1, 20xx	200,000	200,000	215,000	240,000	260,000
April 1, 20xx	175,000	225,000	250,000	260,000	280,000
Annual Payment	\$ 575,000	\$ 625,000	\$ 675,000	\$ 725,000	\$ 775,000

Exhibit B: Financial Summary

FY 2013 Projected Direct Cost for Fire Protection Services	
Compensation & Benefits	\$1,252,162
Operational Expenses	\$179,113
Equipment & Facilities	\$18,223
Total Direct Costs	\$1,449,498

FY 2013 Funding Sources	
Clemson University	\$824,498
Fee For Service from the City	\$625,000