2-3-71

MEMORANDUM OF AGREEMENT AND UNDERSTANDING

THE STATE OF TEXAS )

COUNTY OF BRAZOS )

WHEREAS, Texas A&M University, referred to herein as "University", has for many years operated its own fire department and, in so doing, has furnished fire protection to the City of College Station, referred to herein as "City"; and

WHEREAS, it is customary for cities to furnish fire protection to state agencies within their city boundaries at no cost to such agencies; and

WHEREAS, the City has built a facility which includes a fire station, has employed fire suppression personnel, has purchased two (2) 750 GPM pumper fire trucks and plans to develop its own fire fighting capability; now, therefore,

In consideration of the premises and benefits common to both parties and in order to assist the City in making the transition to fire suppression capabilities, it is agreed as follows:

1. Effective December 1, 1971, the City will assume responsibility for all fire suppression activities within the City limits of College Station. At this time the fire reporting telephone in the University Physical Plant Communication Center will be disconnected and the monthly cost of the fire reporting telephone and the existing telephone alerting system will be assumed by the City.

2. It is agreed that the City's initial manpower for fire suppression will consist of both full-time and volunteer firemen. The present members of the University Fire Department may become members of the College Station Volunteer Fire Department. In order to equalize participation, the City agrees to actively recruit additional and/or replacement volunteer

firemen from among citizens of the City of College Station and that not later than August 31, 1972, no more than 50% of the College Station volunteer firemen shall be University employees.

3. The fire suppression equipment belonging to the University is herein made available to the City on the basis that a state purpose is being served in that direct and indirect protection of state property will be made by the City in the operation of fire suppression activities on and off campus. Notwithstanding, the City agrees to be pecuniarily liable for any damage to or loss of the equipment and to hold University harmless for any liability that might be asserted against the University by reason of City's use and operation of the equipment.

4. In order to assist the City in establishing fire suppression capability, the University agrees to maintain University fire suppression equipment in a state of readiness for the period of December 1, 1971 through August 31, 1972 and to make this equipment available to the City at no cost.

5. The University further agrees that upon the date of assumption of fire suppression activities by the City, fire protective clothing assigned to the University volunteer firemen may be located at the College Station Fire Station and used by the City for so long as it is serviceable or until the University has need for same.

This agreement shall be in force from and after the date of the last signature hereon and shall remain in effect until either party, upon six-month's notice in writing to the other, terminates it. Either party, however, may terminate the agreement for cause at any time.

Texas A&M University

Jack K. Williams
President

December 1, 1971
Date

City of College Station

J. B. Hervey
Mayor

12/1/71
Date