

**RESOLUTION NO.: R-2009-043**

*Authorizing the Interim City Manager to execute a Unified Fire Service Agreement Extension Addendum between the City of Columbia and Richland County*

WHEREAS, the Interim City Manager has executed the attached Unified Fire Service Agreement Extension and Amendment and such execution is subject to approval by City Council; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this 8th day of July, 2009 that Columbia City Council hereby approves the attached Unified Fire Service Agreement Extension and Amendment and its execution by the Interim City Manager.

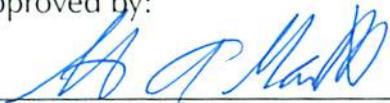
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Requested by:

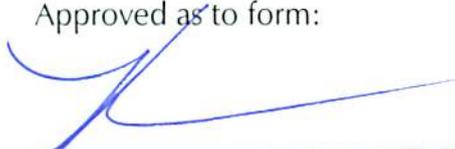
Assistant City Manager for Public Safety

  
\_\_\_\_\_  
Mayor

Approved by:

  
\_\_\_\_\_  
Interim City Manager

Approved as to form:

  
\_\_\_\_\_  
City Attorney

ATTEST:

  
\_\_\_\_\_  
City Clerk

Introduced: 7/8/2009

Final Reading: 7/8/2009

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

UNIFIED FIRE SERVICE AGREEMENT  
(Extension Addendum)

THIS EXTENSION ADDENDUM ("Addendum") is made this 29<sup>th</sup> day of June, 2009, by and between Richland County and the City of Columbia, parties to a Unified Fire Service Agreement dated January 19, 2005 (the "Agreement"), and modifies and extends the Agreement only in the ways provided in this Addendum, in consideration of the mutual covenants in the Agreement and this Addendum.

Pursuant to paragraph 16, Term of Agreement, of the Agreement, the parties desire to and hereby do extend the Agreement for a period of twelve (12) months, such that the Agreement now shall expire on June 30, ~~2009~~ *2010 SAG*.

During the first six (6) months of the period of this extension, the parties shall work together to determine whether or not to further extend, renew, modify or continue the Agreement, and may further extend, renew, modify or continue the Agreement only in writing signed by their authorized representatives.

All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Extension Addendum this 29th day of June, 2009.

WITNESSES:

*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

RICHLAND COUNTY, SOUTH CAROLINA

*[Signature]*  
\_\_\_\_\_  
By: J. Milton Pope  
Its: County Administrator

WITNESSES:

*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

CITY OF COLUMBIA, SOUTH CAROLINA

*[Signature]*  
\_\_\_\_\_  
By: *Steven R. Gantt*  
Its: *Interim City Mgr.*

## 2010 County City Fire Budget

2008-2009

Current Year Total Budget (Personnel and Operations) \$14,732,439

2009-2010

Base Budget \$14,796,576

This Amount Is The City's Budget Request As Reduced By Richland County. The Amended Document Was Returned To The City. This Includes The New Costs for Health (676,302) And Workers Comp Insurance (594,348).

**Adjustment To Base Budget**

Freeze 3 Fire Fighter Positions - \$136,422

**Total Adjusted 2009-2010 Base Budget For Personnel And Operations \$14,660,154**

**OverHead Amount Discussed In June 15, 2009 Meeting. \$ 822,655**

Freezing 3 Fire Fighter Positions at Elders Pond Station (\$136,233) Currently In The Base Budget and Adjusted Out.

Previously Identified Overhead Funding. (386,233)

Increase In Fire Millage Collected Inside Of The City. (300,000) \*\*\*\*Estimate (final numbers are due in October) \*\*\*\*

**TOTAL FIRE BUDGET 2009-2010 \$15,482,809**

**GASB 45** Richland County (RC) Agrees to make a payment (\$960,754 estimate) to the City by 6-30-2010 contingent upon continuation of the Unified Fire Agreement (UFA) and a "GASB make-hold" agreement to RC if the UFA terminates in future years.

RICHLAND COUNTY GOVERNMENT



Office of the County Administrator

COUNTY ADMINISTRATOR'S REPORT OF COUNCIL ACTIONS  
REGULAR SESSION COUNCIL MEETING

June 16, 2009

6:00 PM

**Call to Order:** Livingston

**Invocation:** Manning

**Pledge of Allegiance:** Manning

**Citizens' Input:** No one spoke.

**Approval of Minutes**

**Regular Session: June 2, 2009:** The minutes were approved as amended. The portion of the minutes relating to the FY 10 budget were removed and placed at the end of the agenda. The portion of the minutes relating to the Animal Care Committee appointments was deferred.

**Adoption of Agenda:** The agenda was adopted as amended.

**Report of the County Attorney for Executive Session Items**

- a. Farmers' Market Update
- b. Fire Contract Update
- c. Broad River WWTP
- d. Potential Purchase of Property

**Report of the County Administrator**

- a. Farmers' Market Update: Executive Session
- b. Fire Contract Update: Executive Session

- c. **Change Order Request – Broad River WWTP: Executive Session**
- d. **Employee Recognition – George Rice: Deferred.**
- e. **Richland 101 Graduation:** The class was recognized for their participation in Richland 101. The class representative, Heather Brown, spoke on behalf of the group, and thanked Council and staff for the opportunity to be involved in the program.
- f. **Community Development Update:** To be discussed under Report of the Stimulus Ad Hoc Committee.

**Report of the Clerk of Council:**

- a. **Renaissance Foundation’s Marker Unveiling Ceremony for Historic Bethel A.M.E, June 19<sup>th</sup>, 11:00am, 1528 Sumter Street**

**Report of the Chairman:** The Chairman had no report, but Mr. Pearce reported on his regional trip on behalf of Council to Washington D.C.

**1. Third Reading Item**

- a. **[Removed from Consent] Request to approve funding from undesignated Hospitality Tax funds for repairs to the Hampton-Preston Mansion [THIRD READING]:** Council gave third reading approval to the item. **ACTION: ADMINISTRATION, BUDGET, FINANCE, LEGAL, CLERK OF COUNCIL, PUBLIC WORKS, FACILITIES AND GROUNDS**

**2. Report of the Rules and Appointments Committee**

- a. **Notification of Vacancies:** Advertise. **ACTION: CLERK OF COUNCIL**
  - i. **Board of Assessment Appeals – 1**
  - ii. **Business Service Center Appeals Board – 1 (Unexpired term ending January 22, 2012)**
  - iii. **Community Relations Council – 1**
  - iv. **East Richland Public Service Commission – 1**

- b. **Rule Changes**
  - i. **Council Individual Discretionary Account:** Council approved the guidelines. **ACTION: CLERK OF COUNCIL, LEGAL**
  - ii. **Revised Application:** Council approved the revised application, and amended the document to include an area indicating Council District. **ACTION: CLERK OF COUNCIL**

3. **Fire Contract Extension:** Approved. **ACTION: ADMINISTRATION, LEGAL, EMERGENCY SERVICES**

4. **Report of the Stimulus Ad Hoc Committee**

- a. **Community Development Block Grant – Recovery (CDBG-R) –** Council voted to authorize the county administrator to submit an endorsement letter to HUD on behalf of the county for CDBG-R projects. **ACTION: ADMINISTRATION, COMMUNITY DEVELOPMENT**
- b. **Neighborhood Stabilization Program Round 2 (NSP2) –** Council voted to authorize the county administrator to submit a commitment letter to the State Housing Authority & HUD to document the county’s commitment to providing 10% of the total grant amount (up to \$500,000) in local matching funds for NSP Round 2 projects. **ACTION: ADMINISTRATION, COMMUNITY DEVELOPMENT**
- c. **Energy Efficiency and Conservation Block Grant (EECGB) –** Council voted to designate the county administrator to apply for funds on behalf of the county, and authorized the administrator to submit an assurance letter to the DOE in regards to how the funds will be spent. **ACTION: ADMINISTRATION**

9. **Adjournment:** Council adjourned at 9:14 pm.



STATE OF SOUTH CAROLINA    )  
   )  
 COUNTY OF RICHLAND            )        UNIFIED FIRE SERVICE AGREEMENT

This Agreement is entered into this 19<sup>th</sup> day of Jan., 2005 by and between Richland County and the City of Columbia.

WHEREAS, the Richland County and the City of Columbia Councils desire to provide a joint, comprehensive fire fighting service system for the City and County; and

WHEREAS, such system is to include fire suppression, rescue, hazardous material control and response and, any other services as agreed upon by the City of Columbia and Richland County for all residents of the City of Columbia and all residents of Richland County located in the area outside of the corporate limits of the City (the County Fire District).

Now, therefore, in consideration of the mutual covenants herein, it is agreed as follows:

1.    DEFINITIONS:

The following definitions shall be utilized throughout this agreement:

- a.    "City" shall refer to the City of Columbia.
- b.    "County" and "Richland County Fire District" shall refer to all areas of the County located in the area outside of the corporate limits of the City of Columbia.
- c.    "Fire services" shall refer to fire suppression, rescue, hazardous material response and control, and any other services as agreed upon by the City and County.
- d.    "Operational control" is defined as the authority and responsibility to direct operations in support of fire suppression, rescue and hazardous materials response.
- e.    "Unified Fire Service" shall refer to the City and County services provided for by this Agreement.
- f.    "Financial control" is defined as the authority to budget, to collect taxes and receive fees, to distribute funds required to implement this Agreement, and to require full financial accountability.

2.    OPERATIONAL CONTROL:

- a.    City shall exercise all aspects of operational control for fire services in County Fire District and within City corporate limits. Operational control in the County Fire District shall be provided consistent with standard fire fighting policies, procedures and methods, and consistent with the standards and operating criteria agreed upon by the County and City, per Section 2 (Operational Control) of this Agreement.  
 City shall provide to the extent practicable, a full range of fire services to the County Fire District. County agrees that City's obligation to render services pursuant to this agreement is subject to adequate appropriation of funds by County. City shall provide fire services at such level as is reasonable in



consideration of funds made available by County. City and County will work together to decide what is a reasonable level of fire service and shall establish standards and operating criteria so that appropriate funding will be budgeted for different standards and levels of fire service. City shall endeavor to render fire services in the County Fire District in a manner which yields an ISO rating of 7 or below for at least 95 percent of the County, subject to receipt of sufficient funds from the County. The parties will meet with the ISO representatives to insure that the County achieves the lowest ISO rating possible.

- c. The City will establish 800 MHz radio communications system, equipment and procedures consistent with communications used by the County.
- d. The City shall install fire hydrants on new City water lines in the unincorporated areas of the County according to the distances provided in the currently adopted International Building Code. The City and County shall agree on a mutual plan for the establishment of fire hydrants on existing lines in the County Fire District.
- e. In the areas where a City station is closer to the unincorporated areas of the County than a County station, the first responding fire truck(s) will be dispatched from the City station. In areas where a County station is closer to areas inside of the city than a City station, the first responding truck(s) will be dispatched from a County station. These areas of cross coverage will be detailed to ISO in order to achieve the best ISO rating possible for all areas of the City and County.
- f. The City shall provide the full range of fire services to the extent practicable given the level of funding provided by the County for the County Fire District by responding with appropriate manpower and with City or County apparatus as necessary to all calls for service in all areas of the County, consistent with standard fire fighting policies, procedures and methods. The County will specifically budget for a full range of fire services based on the standards and operating criteria agreed upon by the City and County.
- g. The County and City shall meet no less than twice a year, or at the specific request of the County Administrator, to discuss the level of fire service being provided in the County Fire District. This meeting shall be to determine if the level of fire service being provided by the City is consistent with the level of funding provided by the County and is consistent with the standards and operating criteria agreed upon by the City and County.
- h. The City and County shall agree to staffing guidelines at all fire stations within the County Fire District based on the level of fire service funded by the County.
- i. County owned vehicles and equipment shall be assigned to a specific County fire station. If it shall be necessary for operational control purposes to use such vehicles and equipment in any other area within the City or County Fire District, all such vehicles and equipment shall be promptly returned to their assigned stations immediately following such use.

### 3. FINANCIAL CONTROL:

County shall have financial control over all aspects of capital and annual operating funding for fire services to the County Fire District. The County agrees to adequately fund the operational

and capital needs for the County Fire District, as provided for in Section 2 (Operational Control) of this Agreement.

- a. The County agrees to fund the County Fire Service budget as approved by Richland County Council and collected by the County Treasurer.
- b. It is expressly understood that the proceeds of the County Fire Service ad valorem taxes attributable to property within the City of Columbia shall be remitted to the General Fund of the City to be used for the costs of fire protection pursuant to the terms of this contract.
- c. On behalf of the County, the City shall collect a fee in the amounts set forth in City Code Sec. 23-146(g) on each City water customer account in the County Fire District; such fee is to be used to defray costs for fire protection in the County Fire District. All fees collected pursuant to this paragraph are to be remitted to the County on a monthly basis.
- d. Fire insurance premium taxes shall be distributed consistent with State Law.
- e. The City will submit a detailed, station by station line item annual budget, to include capital requests in February of each year to those persons designated by the County Administrator. The County Administrator and City Manager, and/or their respective designees will review, pursuant to the requirements of Section 2 (Operational Control) of this Agreement, and jointly recommend the budget for County Council consideration and approval. The approved budget will be levied by the County and implemented by the City.
- f. The County shall remit to City sixteen and 67/100 (16.67%) percent of the total fiscal year operating budget at the beginning of every two months. Such payments shall be made on or before July 1, September 1, November 1, January 1, March 1 and May 1 of each year of operations.

#### 4. COUNTY FIRE MARSHALL:

The County Fire Marshall shall serve as the senior fire official for Richland County Government, shall answer to the Richland County Administrator. The County Fire Marshal or his designee will provide, through the County Administrator, input into decisions affecting fire coverage within the County Fire District.

The County Administrator or his designee shall direct all complaints about fire service in the County Fire District to the City Manager. The City Manager or his designee shall endeavor to resolve complaints within fifteen (15) working days from report. In the event an issue is not resolved to the satisfaction of the County Administrator, both the City Manager and the County Administrator shall agree on a mutually acceptable solution.

#### 5. REAL PROPERTY:

Attached as Exhibit "C" is an inventory of all Fire Stations owned by County upon the date of the execution of this Agreement.

Additional Fire Stations may be constructed by County during the term of this Agreement. City shall, as a part of its annual budget proposal, make recommendations to County concerning need for new fire stations and proposed locations for same based on operational and ISO needs.

County may construct such new fire stations as County, in its sole discretion, deems appropriate. The County shall receive bids, supervise construction, pay for and own all new and existing County stations constructed with County funds.

All existing fire stations and any constructed by County during the term of this agreement shall be operated by the City and upkeep of same shall be maintained by County. All costs of facility operation and maintenance shall be paid by County. County shall maintain such fire and hazard insurance for its fire stations as County deems appropriate. Premises liability is the responsibility of the owner of the station.

City shall have the right to review the design of any proposed new fire station. If the City shall desire any additions beyond the County design, the City shall be required to fund the additions. The parties agree that any new fire station will meet minimum design standards.

#### 6. EQUIPMENT:

The City and County shall develop specifications for equipment requirements for the County Fire District. The equipment purchased shall be compatible with the City's equipment and meet the latest NFPA and/or OSHA standards. The County shall furnish, in addition to the equipment approved for the stations, additional pumpers, tankers, and brush trucks to serve as reserve units when front line units are out of service for maintenance.

The City shall have operational control of all equipment and apparatus, including that of the County.

#### 7. VOLUNTEERS:

The County and City together shall recruit an adequate number of trained volunteer personnel for the County-funded fire department stations. All volunteers shall be approved by and will work under the authority of the Columbia Fire Chief.

#### 8. EMERGENCY VEHICLE DESIGNATION:

No vehicle privately owned by a volunteer firefighter shall be equipped or designated as an emergency vehicle in connection with services rendered pursuant to this agreement, except vehicles approved and designated by the County.

#### 9. MAINTENANCE:

The City shall maintain all County-owned fire equipment and vehicles at the same high level of readiness as City equipment is maintained. The City shall propose the maintenance budget to the

County for approval. Detailed records of parts and labor will be available for audit on all County equipment. However, this obligation is contingent upon adequate funding by County in its annual County Fire Service budget and payment of maintenance appropriations to City. County owned vehicles and all associated equipment shall be returned to their assigned County fire station as soon as possible after any required maintenance.

10. TRAINING:

The City and County will develop and agree upon an adequate training curriculum for the training of firefighters. The City shall conduct training, funded by the County, of all volunteers and full-time County firefighters through South Carolina State Fire Fighting Academy Certified Fire instructors. All new firefighters shall attend the basic firefighters' training course. The City shall arrange for evening and weekend courses to better fit the work schedules of the volunteers. The County will fund a training officer position to provide training to County-funded career employees and volunteers at all stations. Supplemental training programs for the volunteers shall also be provided as funds allow, keeping volunteer training up to acceptable standards. The training budget shall reflect the pro rata share of the parties based on the number of trainees of each party.

11. WORKERS COMPENSATION:

The County shall provide Workers Compensation Insurance for volunteers. The County shall provide a policy to supplement the present statutory workers' compensation benefits for volunteer firefighters. The county may self-fund these benefits.

12. AUDIT:

Under the provision of the contract, the County shall be authorized at any time to audit any aspect of fire service in the County Fire District, including funds and equipment used by the City in providing fire service to the County Fire District.

13. AUTOMATIC AGREEMENT-IN-AID-RELATIONS:

The City of Columbia agrees to attempt to establish automatic agreement-in-aid relationships with Irmo, Lexington County, Fairfield County, McEntire Air Base, Fort Jackson, Columbia Metropolitan Airport, Sumter County, Kershaw County, Elgin, West Columbia and Chapin, or any other political subdivisions or special-purpose districts, with a view towards increasing the availability of fire equipment in areas where mutual support will be beneficial.

14. LIABILITY:

All vehicles, equipment and apparatus purchased with County's funds shall be owned by and insured by County, including liability insurance for personal injury and property damage with policy limits equal to maximum limits of liability established by South Carolina law for government entities. Other than claims or losses covered by such insurance, the County and the City shall each be responsible for liability arising out of the conduct of its respective officials and employees in providing fire service in the County Fire District. The County shall maintain

insurance covering any and all acts or omissions of the volunteer firefighters and shall to the extent permitted by South Carolina law, indemnify the City for all claims, demands or causes of action arising from the acts or omissions of any volunteer firefighter. The county may self-fund the liability and physical damage risks.

15. ANNEXATION:

In the event that the City of Columbia should annex any area located within the County Fire District and containing a County fire station and the City desires to maintain such a station for City operations, the City may purchase such station by paying the County the fair market value of the building, equipment and land, and all associated costs.

16. TERM OF AGREEMENT:

The term of this Agreement shall be for a period of three (3) years commencing \_\_\_\_\_, 2005 and ending \_\_\_\_\_, 2008, and for such extension of time and upon such terms as may be mutually agreed upon.

The effectiveness of the contract shall be reviewed annually and changes and modifications may be made through the budget process as appropriate. This Fire Service Agreement may be terminated by either party upon two (2) years advance written notification to the other party.

The City may terminate its obligation hereunder at any time in the event the County fails to appropriate sufficient funds to provide fire services, or in the event County fails to remit funds to the City within fifteen (15) days of billing.

17. INCORPORATION AND MERGER:

This document contains the entire agreement between the parties and no other representations, either written or oral, shall have effect. Any modification of this Agreement shall be by a signed writing between the parties.

{Signature Page to Follow}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate original, the day and year first above written.

WITNESSES:

*Lynn Keating*

*T. Cary McSwain*  
T. Cary McSwain, Administrator  
on behalf of RICHLAND COUNTY

WITNESSES:

*Valerie R. Smith*  
*Erica D. Moore*

*Charles Austin*  
Charles Austin, City Manager  
on behalf of CITY OF COLUMBIA