

ORIGINAL  
STAMPED IN RED


**RESOLUTION NO.: R-2012-049**

*Authorizing the City Manager to execute an Intergovernmental Agreement  
between the City of Columbia and Richland County for  
Firefighter Operation of EMS Ambulances*

BE IT RESOLVED by the Mayor and City Council this 8th day of May, 2012, that the City Manager is authorized to execute the attached Intergovernmental Agreement between the City of Columbia and Richland County for Firefighter Operation of EMS Ambulances.

Requested by:

Fire Chief

  
\_\_\_\_\_  
Mayor

Approved by:

City Manager

Approved as to form:

City Attorney

ATTEST:

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

Introduced: 5/8/2012

Final Reading: 5/8/2012

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

INTERGOVERNMENTAL AGREEMENT  
BETWEEN RICHLAND COUNTY AND  
THE CITY OF COLUMBIA  
(Firefighter Operation of EMS Ambulance)

This Intergovernmental Agreement ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2012, by and between Richland County, South Carolina (the "County") and the City of Columbia, South Carolina (the "City").

WHEREAS, the County and the City, in order to better serve the emergency medical services needs of the citizens of the City and the County, desire to allow City Firefighters, in certain circumstances, to drive County EMS ambulances; and,

WHEREAS, S.C. Const. Art. VIII, Section 13 provides that "Any county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof"; and,

WHEREAS, South Carolina Code Ann. Section 4-9-41(A) provides that "Any county, incorporated municipality, special purpose district, or other political subdivision may provide for the joint administration of any function and exercise of powers as authorized by Section 13 of Article VIII of the South Carolina Constitution";

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Firefighter Operation of County Ambulance.

City Senior Firefighters and Engineers are hereby allowed to drive County EMS ambulances for the transport of emergent patients to appropriate medical facilities under the following circumstances:

- (a) when the City Fire Department and County EMS units are on the same dispatched emergency medical services call; and,
- (b) a City Senior Firefighter or Engineer, as is defined by the City minimum job qualifications for such positions in effect at the time of the execution of this Agreement, is at the scene at the time the need arises for a driver, and is available to drive the ambulance to the designated medical facility; and,
- (c) the County Paramedic at the scene determines, in his sole discretion, that it would be in the interest of the patient for the available City Senior Firefighter or Engineer to drive the ambulance in order for the County EMS personnel to provide emergency medical treatment to the patient during transport.

The County reserves the right to deny, for any reason, participation in the services anticipated under this Agreement to any City Senior Firefighter or Engineer.

## 2. City Participation Requirements.

- (a) The City shall become a legally licensed First Responder Agency.
- (b) All City Senior Firefighters and Engineers shall successfully complete the Coaching Emergency Vehicle Operator (CEVO) driving course in order to participate in the services contemplated by this Agreement. A certificate of satisfactory completion shall be required.
- (c) All participating City Senior Firefighters and Engineers shall be trained by the City in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and all other applicable Federal privacy laws. A certificate of satisfactory completion of such training program shall be required.
- (d) All participating City Senior Firefighters and Engineers shall be trained and equipped by the City to meet the requirements for blood borne and airborne pathogen protection standards. A certificate of satisfactory completion of such training program shall be required.
- (e) All participating City Senior Firefighters and Engineers shall successfully complete practical skills ambulance training conducted by the County in order to participate in the services contemplated by this Agreement.
- (f) The City will keep the certification of the City Senior Firefighters and Engineers who participate under the terms of this agreement current during the term(s) of this Agreement. Upon request by the City, the County will continue to provide the training provided for in 2(b) and 2 (e) hereinabove to qualify additional City Senior Firefighters and Engineers to drive County EMS ambulances for the transport of emergent patients under this Agreement.
- (g) The City will provide to the County a list of Senior Firefighters and Engineers who have received a certificate of satisfactory completion of all of the training required under the terms of this agreement on or before July 1st of each year.
- (h) Should any of the City Senior Firefighters or Engineers who had been previously identified as meeting all of the requirements to participate under the terms of this agreement become ineligible to participate under the terms of this agreement the City will provide notification of such action to the County.
- (i) All qualified City Senior Firefighters and Engineers shall be readily identified on the scene of emergency calls by displaying a pin, uniform patch, identification card displaying photograph, card and/or other designation showing that the City Senior Firefighter or Engineer has meet all qualifications.

## 3. Employment Status.

The City understands and agrees that at all times during the term of this Agreement, the City Senior Firefighters and Engineers who drive County EMS ambulances under the terms of this Agreement are City employees and that nothing in the Agreement creates an employment relationship between the County and the City Senior Firefighters and Engineers. The City further agrees that it shall be responsible for all compensation and discipline related to the provision of the services outlined in this agreement and that the City Senior Firefighters and Engineers will be covered by the City's self-insured worker's compensation policy.

**4. Insurance and Liability.**

The City and County agree that each shall during the term of this Agreement maintain a self-funded liability program for personal injury and property damage that at a minimum meets the requirements of the South Carolina Tort Claims Act. Should either party choose to purchase insurance to replace its self-funded program it shall provide the other party as much notice as is feasible.

To the extent either party's respective officials or employees shall cause or contribute to a third party loss arising out of the conduct of its respective officials and employees in providing services under this Agreement, that party shall be responsible for payment thereof if determined to be liable and subject to the provisions, limitations and defenses provided for in the South Carolina Tort Claims Act. Each party shall be responsible for its respective attorneys' fees and other defense costs.

The County agrees to insure the ambulances for physical damage. The City agrees to pay for any property damage, including deductibles under such insurance, which is caused or contributed to by its employees. In the case of property damage which results in a total loss of the ambulance, the City agrees to pay the County the actual cash value of the ambulance (*i.e.*, the cost to replace the ambulance with new property of like kind and quality, less depreciation) as promptly as is practical subject to the limits in the South Carolina Tort Claims Act.

**5. Term of the Agreement.**

The term of this Agreement shall be for a period of five (5) years commencing on the date of execution of this Agreement, and for such extension of time and upon such terms as may be mutually agreed upon.

**6. Termination.**

The County or the City may terminate this agreement with thirty (30) days written notice to the other party. Neither party will reimburse the other party for any costs associated with the execution of this Agreement.

**7. Breach.**

In the event either party shall fail to comply with its obligations set forth in the Agreement, and such default shall continue for a period of thirty (30) days after written notice of default has been provided by the other party, then the complaining party shall be entitled to pursue any and all remedies provided under South Carolina law and/or terminate this Agreement.

**8. Waiver.**

The failure of either party to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Waiver of any breach of this Agreement by either party shall not constitute waiver of subsequent breach.

**9. Notice.**

Written notice to the City shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid and addressed to:

City of Columbia  
City Manager  
Post Office Box 147  
Columbia, SC 29217

Written notice to the County shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid and addressed to:

Richland County  
County Administrator  
Post Office Box 192  
Columbia, SC 29202

**10. Incorporation of 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 written and signed between the parties.

**11. Severability.**

If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion shall not affect any valid and enforceable application thereof, and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

**12. Captions and Headings.**

The caption and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.

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

WITNESS:

W. Anthony McDonald  
J. Kirby R. White

J. Milton Pope, Administrator on behalf of  
Richland County

J. Milton Pope

WITNESS:

[Signature]  
Erika D. Moore

Steven A. Gantt, City Manager on behalf  
of City of Columbia

[Signature]

Richland County Attorney's Office

[Signature]

Approved As To LEGAL Form Only  
No Opinion Rendered As To Content