

ORIGINAL  
STAMPED IN RED

RESOLUTION NO.: R-2022-076

*Authorizing the City Manager and Fire Chief to execute an Automatic Aid Agreement  
for Fire Service Response between the  
County of Lexington, County of Richland, and City of Columbia*

BE IT RESOLVED by the Mayor and City Council this 6<sup>th</sup> day of September, 2022, that the City Manager and the Fire Chief are authorized to execute the attached Automatic Aid Agreement for Fire Service Response, or on a form approved by the City Attorney between the County of Lexington, County of Richland, and City of Columbia.


Requested by:

Fire Chief

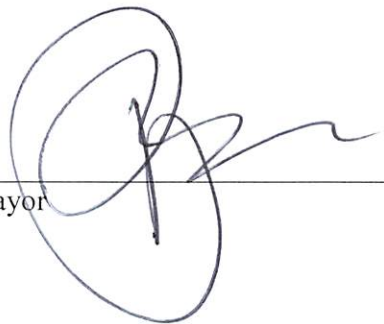
Approved by:

  
City Manager

Approved as to form:

  
City Attorney

Introduced: 9/6/2022  
Final Reading: 9/6/2022

  
Mayor

ATTEST:

  
City Clerk

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON;  
COUNTY OF RICHLAND; and  
CITY OF COLUMBIA.

**AUTOMATIC AID AGREEMENT  
- FIRE SERVICE RESPONSE -**

This Automatic Aid Agreement for Fire Service Response ("Agreement") is made and entered into as of the date of the last party's signature to this Agreement, by and between the City of Columbia, the County of Richland, and the County of Lexington (hereinafter, collectively referred to as, "Participants"), to provide for automatic assistance for emergency fire response services, subject to the following provisions set forth in this Agreement:

**WITNESSETH**

WHEREAS, the South Carolina Constitution, Article VIII, Section 13, provides that any county, incorporated municipality, or other political subdivision may agree 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, section 25-1-450 of the South Carolina Code of Laws tasks counties and municipal governments with organizing, planning, and otherwise preparing for the prompt, effective use of available resources to support emergency operations within their respective jurisdictions; and

WHEREAS, it is the desire of the County of Lexington, the County of Richland, and the City of Columbia to improve the nature and coordination of emergency fire response services in responding to incidents that threaten safety, lives, or property within the geographic boundaries of their respective fire protection districts; and

WHEREAS, the City of Columbia's Fire Department serves as the fire authority, as defined in section 6-11-1410 of the South Carolina Code of Laws, for the automatic aid area within the

County of Richland identified in blue on the map attached hereto as **Exhibit A** ("Richland County Automatic Aid Area").

Whereas, the County of Lexington's Fire Department serves as the fire authority, as defined in section 6-11-1410 of the South Carolina Code of Laws, for the automatic aid area within the County of Lexington identified in red on the map attached hereto as **Exhibit A** ("Lexington County Automatic Aid Area").

WHEREAS, Participants desire to provide prompt and effective emergency fire response services in their respective fire protection districts at the most economical cost, including the geographic areas identified in red and blue on **Exhibit A** (collectively, the "Automatic Aid Area"); and

WHEREAS, it is further the determination of each of the Participants hereto that the decision to enter into this Agreement constitutes a fundamental governmental policy of the Participants hereto which is automatic in nature, and includes the determination of the proper use of the resources available with respect to the provision of governmental services and the utilization of existing resources of each of the Participants hereto, including the use of equipment and personnel; and

WHEREAS, the County of Lexington has agreed to provide Automatic Aid for emergency fire response services to the Richland County Automatic Aid Area, as set forth in **Exhibit A**; and

WHEREAS, the City of Columbia and County of Richland have agreed to provide Automatic Aid for emergency fire response services to the Lexington County Automatic Aid Area, as set forth in **Exhibit A**; and

WHEREAS, it is the desire of the Participants to enter into this Agreement for the provision of automatic assistance for emergency fire response services within the Automatic Aid Area.

**NOW, THEREFORE, IT IS AGREED:**

1. TERM OF AGREEMENT: This Agreement shall become effective the date of the last party's signature hereto and shall continue until September 30, 2027. Thereafter, this Agreement shall be reviewed and renewed by the parties, with appropriate signatures and authorization, every five years or in such other intervals as deemed necessary. Failure to renew this Agreement on or by September 30, 2027, shall result in the termination of this Agreement.

2. City of Columbia / County of Richland Response: The City of Columbia's Fire Department, as the fire authority for the Richland County Automatic Aid Area, agrees to respond with the County of Lexington's Fire Service on initial response to incidents in the Lexington County Automatic Aid Area that are within the standard scope of emergency responder services traditionally provided by fire department personnel. Such incidents shall include:

- a. Fire of any type, including but not limited to:
  - i. Residential and commercial structure fires;
  - ii. Vehicle fires; and
  - iii. Wildland fires.
- b. Rescue calls, including but not limited to:
  - i. motor vehicle collisions
  - ii. technical rescue (including motor vehicle collisions with entrapment and water rescue)
- c. Natural Disasters that pose a significant threat to the life or safety of the public, including but not limited to tornados, hurricanes, wildfires, floods, earthquakes, and thunder, lightning, and/or severe winter storms involving a sudden and significant

amount of precipitation (including rain, snow, sleet, or ice accumulation), blocked roads, disruptions of communications systems, or widespread power outages.

3. County of Lexington Response: The County of Lexington's Fire Service, as the fire authority for the Lexington County Automatic Aid Area, agrees to respond with the City of Columbia's Fire Department on initial response to incidents in the Richland County Automatic Aid Area that are within the standard scope of emergency responder services traditionally provided by fire department personnel. Such incidents shall include:

a. Fire of any type, including but not limited to:

- i. Residential and commercial structure fires;
- ii. Vehicle fires; and
- iii. Wildland fires.

b. Rescue calls, including but not limited to:

- i. motor vehicle collisions
- ii. technical rescue (including motor vehicle collisions with entrapment and water rescue)

c. Natural Disasters that pose a significant threat to the life or safety of the public, including but not limited to tornados, hurricanes, wildfires, floods, earthquakes, and thunder, lightning, and/or severe winter storms involving a sudden and significant amount of precipitation (including rain, snow, sleet, or ice accumulation), blocked roads, disruptions of communications systems, or widespread power outages.

4. Subject to Availability: The provision of and/or dispatching of fire department personnel and/or units under this Agreement is subject to the availability of such fire department personnel and/or units for dispatch. In an effort to minimize response time in the Automatic Aid

Area that is subject to this Agreement, each Participant agrees that the closest available, most appropriate fire department personnel and/or unit(s) will respond to incidents in the Automatic Aid Area that subject to this Agreement, regardless of the responding fire authority's regular jurisdictional boundaries.

5. Reciprocity: The Participants agree and understand that automatic aid under this Agreement is reciprocal, but that due to the unpredictable nature of emergency responder services traditionally provided by fire department personnel, the Participants may not all receive the same exact amount or kind of assistance as they give. Automatic aid under this Agreement requires all Participants to provide some assistance outside their respective jurisdictional boundaries in the Automatic Aid Area to enhance the level of emergency responder services traditionally provided by fire department personnel within the Automatic Aid Area.

6. Control at Scene:

- i. The City of Columbia's Fire Department shall have incident command on all incidents within the scope of this Agreement that are within the jurisdictional boundaries of its fire protection district, as shown in blue on **Exhibit A**.
- ii. Lexington County Fire Service shall have incident command on all incidents within the scope of this Agreement that are within the jurisdictional boundaries of its fire protection district, as shown in red on **Exhibit A**.

7. Radio Requirements: The City of Columbia's Fire Department and the County of Lexington's Fire Service shall equip their responding fire apparatus and other related vehicles with two-way radios capable of transmitting and receiving on the Lexington County fire dispatch,

Columbia/Richland County dispatch, and fire ground frequencies. The responding fire apparatus and other responding vehicles shall be equipped with the minimum equipment as outlined in the ISO Fire Suppression Rating Schedule.

8. Equipment: Upon arrival at the scene of an incident subject to this Agreement by the first initial response unit, the officer in charge shall determine whether additional fire department units or equipment is needed and make such request as the officer in charge deems necessary or may elect to send responding units or equipment back to their respective stations. Each Participant shall retain ownership of any equipment or property it brings to the performance of this Agreement.

9. Simultaneous Calls: In the event of simultaneous calls for services traditionally provided by fire department personnel in the Automatic Aid Area, the Participants understand and agree that each fire authority will give priority to controlling the emergency conditions within their respective fire protection districts.

10. Personnel: All personnel (whether serving on a career or volunteer basis) responding to incidents under this Agreement that are outside of their fire authority's respective fire protection district shall remain the personnel of the fire authority that agreed to dispatch such personnel to an incident that is outside of the fire authority's fire protection district, but within the Automatic Aid Area. Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Nothing in this Agreement shall be construed or interpreted to imply that the personnel a fire authority responding in accordance with this Agreement are the personnel of any other fire authority.

11. Compensation: This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights, if any, of personnel responding to any incident under

this Agreement. Except as otherwise agreed in writing, each party shall bear its own costs and expenses in complying with this Agreement.

12. Insurance: Each Participant shall maintain such insurance coverage for general liability, workers' compensation, and other such coverage as may be required by law or deemed advisable by the individual parties. Each Participant shall maintain sufficient liability insurance so as to provide the minimum amount of liability insurance coverage under the South Carolina Tort Claims Act.

13. Incidents Outside Automatic Aid Area: Calls for response to incidents that are within a Participant's fire protection district but outside of the Automatic Aid Area shall be considered requests for mutual aid, where such written agreement exists. Requests for and responses to requests for mutual aid are not covered by the terms of this Agreement.

14. Records: The Participants agree to maintain and provide the fire authority having jurisdiction over any incident subject to this Agreement with those records pertaining to such incident or incidents in the format as outlined by the Insurance Service Office's "Grading Schedule for Municipal Fire Protection."

15. Requests for Information Pursuant to the S.C. Freedom of Information Act: Upon receipt, each party to this Agreement shall respond to requests for information pursuant to the S.C. Freedom of Information Act.

16. No Indemnification or Third-Party Right: To the extent provided by law, the parties shall be solely responsible for the acts and/or omissions of their respective personnel, and for any claims, lawsuits, and payment of damages that arise from the acts and/or omissions of such personnel. No right of indemnification is created by this Agreement and the Participants expressly



disclaim such. No provision of this Agreement shall be deemed to give rise to or vest any rights or obligations in favor of any party or entity that is not a party to this Agreement.

17. Approval of Governing Body (where required by law): Each party to this Agreement shall be responsible for obtaining approval from their respective governing body as may be required under South Carolina law.

18. Complete Agreement: The terms set forth herein are the complete agreement of the parties. No oral representations are included, unless specifically set forth herein. Any modifications to the Agreement must be in writing and signed by the parties.

19. Binding Successors in Office: All parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this Agreement, without necessitating execution of any amendment.

20. Early Termination & Notice: Any party to this Agreement may terminate this Agreement by providing at least sixty (60) days' written notice of the party's intent to terminate this Agreement to each of the other parties. Such notice shall be provided to:

a. As to the County of Lexington:

Mr. Lynn Sturkie, County Administrator  
Lexington County  
212 South Lake Drive, Ste. 602  
Lexington, SC 29072

and

Mr. Mark Davis, Fire Chief  
Lexington County Fire Services  
436 Ball Park Road  
Lexington, SC 29072

b. As to the City of Columbia:

Ms. Teresa Wilson, City Manager  
City of Columbia

CITY OF COLUMBIA:

By: Teresa B. Wilson  
(Signature)

Date: 9/19/2022

Printed Name: Teresa Wilson

Its: City Manager  
(Title)

By: Aubrey D. Jenkins  
(Signature)

Date: 10/3/2022

Printed Name: Aubrey D. Jenkins

Its: Fire Chief  
(Title)

APPROVED AS TO FORM:  
Office of the City Attorney

By: Jacqueline M. Pavlicek  
(Signature) #21011460

Date: August 22, 2022

Printed Name: Jacqueline M. Pavlicek

COUNTY OF RICHLAND:

By: Leonardo Brown  
(Signature)

Date: 11/11/2022

Printed Name: Leonardo Brown

Its: County Administrator  
(Title)

APPROVED AS TO FORM: 11/11/2022  
Office of the Richland County Attorney

By: R.A. Bailey  
(Signature)

Date: 10.27.2022

Printed Name: R. Allyce Bailey

Richland County Attorney's Office  
R.A. Bailey  
Approved as to LEGAL form ONLY  
NO Opinion Rendered As To Content

COUNTY OF LEXINGTON:

By: Mark Davis  
(signature)

Date: 11-17-2022

Printed Name: Mark A. Davis

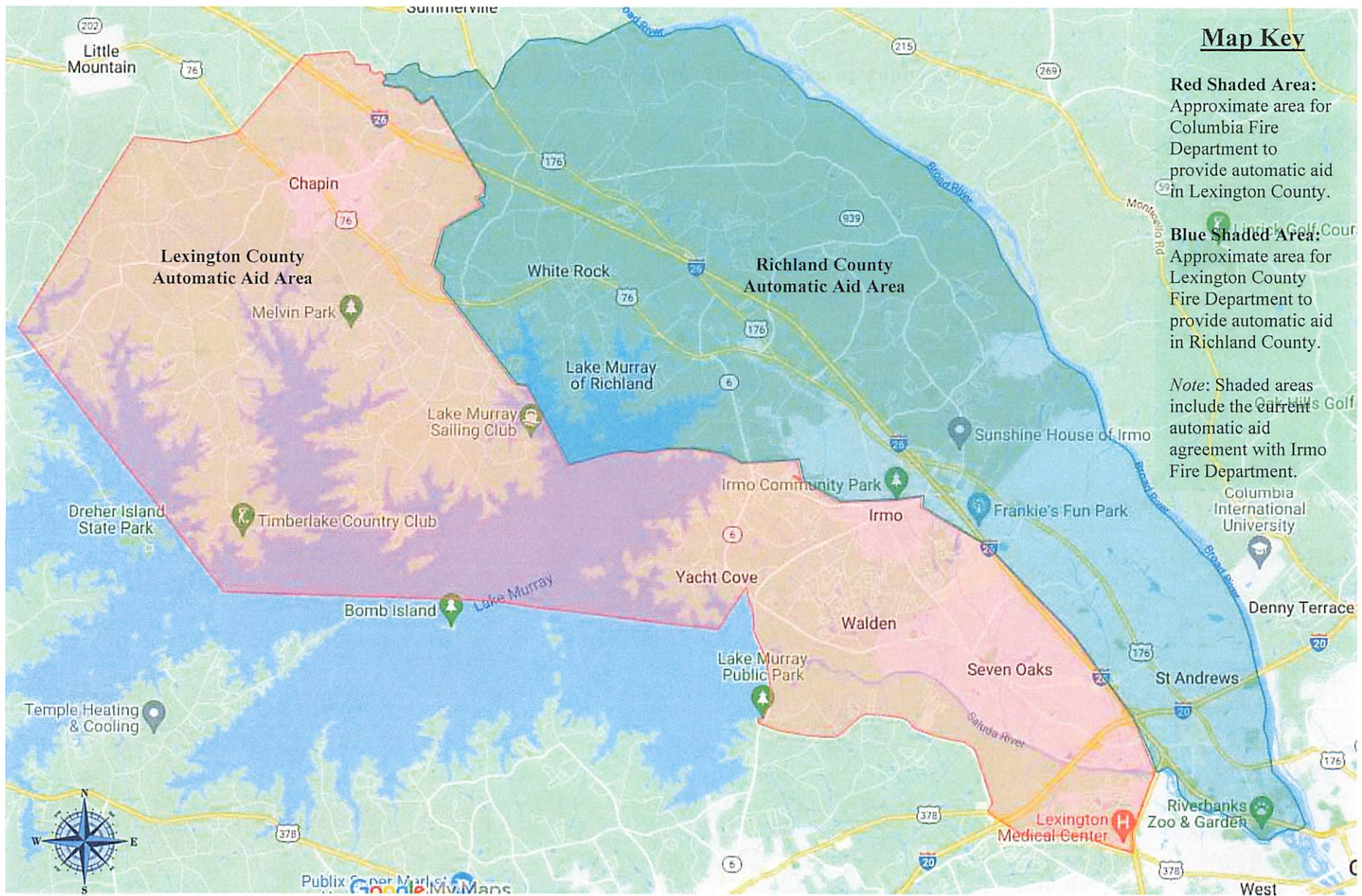
Its: Fire Chief  
(Title)

By: Lynn Sturkie  
(signature)

Date: 11-21-22

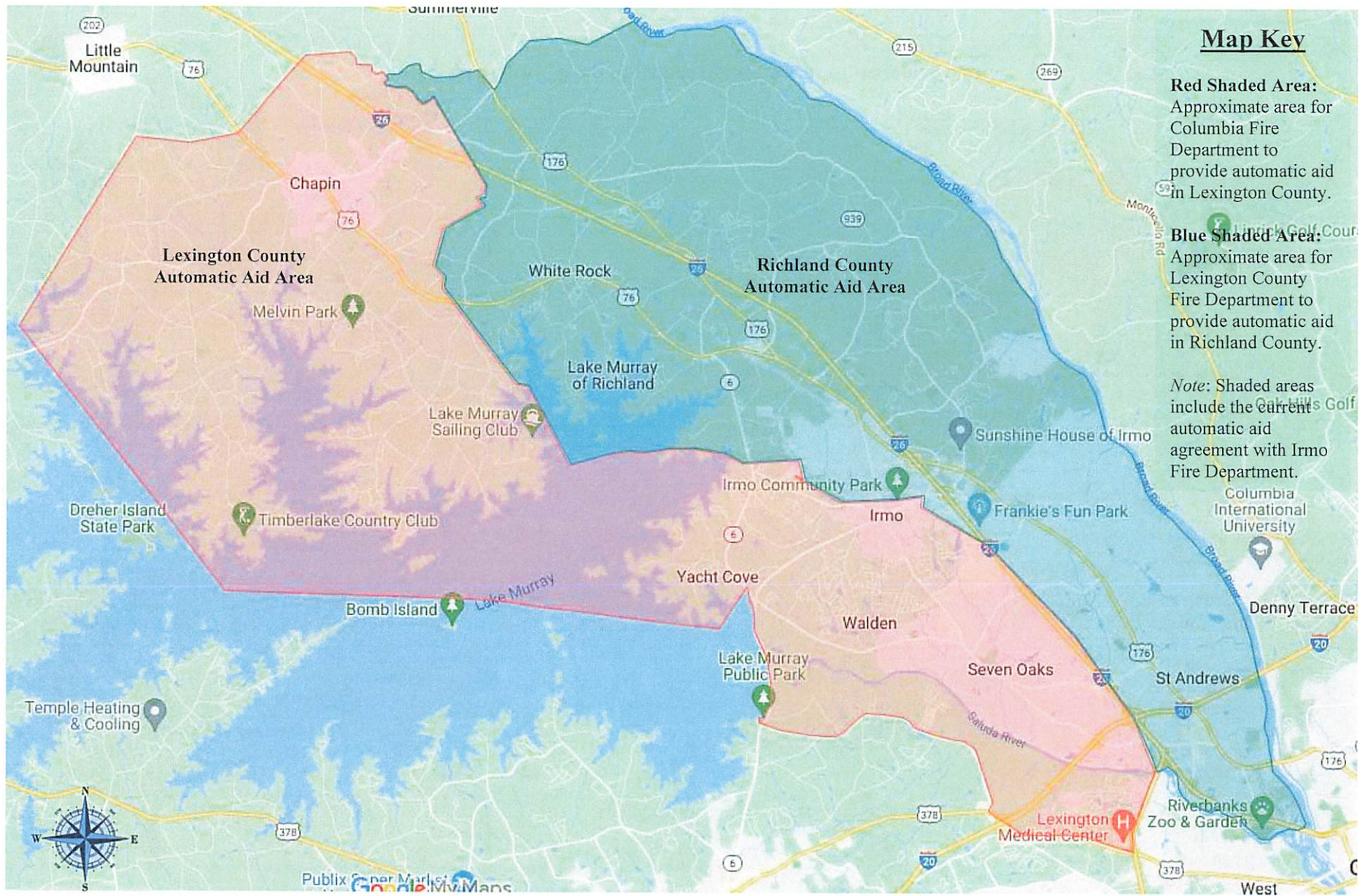
Printed Name: Lynn Sturkie

Its: County Administrator  
(Title)



**EXHIBIT A: Map of Approximate Areas of Automatic Aid**





**EXHIBIT A: Map of Approximate Areas of Automatic Aid**