

ORIGINAL

RESOLUTION NO.: R-2025-006

Authorizing the City Manager to execute the Richland County/City of Columbia Intergovernmental Fire Agreement between the City of Columbia and Richland County

WHEREAS, the City Manager shall be authorized to execute the attached Richland County/City of Columbia Intergovernmental Fire Agreement; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this 21st day of January, 2025 that Columbia City Council hereby approves the attached Richland County/City of Columbia Intergovernmental Fire Agreement, or on a form approved by the City Attorney, and authorizes its execution by the City Manager.

Requested by:

Fire Chief Jenkins _____




Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 01/21/2025

Final Reading: 01/21/2025

STATE OF SOUTH CAROLINA)
)
) **RICHLAND COUNTY/CITY OF**
) **COLUMBIA INTERGOVERNMENTAL**
COUNTY OF RICHLAND) **FIRE AGREEMENT**

This Agreement is entered into this 1st day of January, 2025 by and between Richland County and the City of Columbia.

WHEREAS, the City of Columbia currently operates an organized fire department within the City of Columbia limits; and

WHEREAS, Richland County is the authority having jurisdiction within the Richland County (Service Area); and

WHEREAS, the City of Columbia and Richland County executed an Intergovernmental Fire Agreement dated July 1, 2012, which expired June 30, 2017; and

WHEREAS, the City of Columbia is providing the County with a service to organize, manage, maintain and operate a seamless firefighting system in the Richland County Service Area. The City will agree to continue this long-lasting partnership of leveraging resources and shared responsibility in order to maintain the highest level of public safety to the citizens of Richland County through a consolidated seamless fire service system for the protection of life, property and the environment; and

WHEREAS, the services will include fire suppression, rescue, hazardous materials incident response, and any other services as agreed upon by the Richland County and City of Columbia Councils for all residents located in the Richland County Service Area as defined herein and delegated to the City of Columbia; and

WHEREAS, the City and the County will fund, support, and/or initiate actions to maintain or improve, the current Insurance Services Office Public Protection Classification rating within their respective areas through budgetary appropriations.

NOW, THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

The purpose of this agreement is for Richland County, the Authority Having Jurisdiction (AHJ) in the Service Area boundaries, to delegate authority to the City of Columbia, to establish and develop an organized manner in which to administer, manage, operate and

maintain a system in Richland County for fire protection, to include fire suppression assets and provide for management of fire suppression, rescue, hazardous materials incident response and control, and other agreed upon services. Richland County will provide all other services not specified in this agreement. Richland County shall continue to provide these services at its sole cost and expense. For the avoidance of doubt, the City of Columbia shall be fully compensated for the level of fire services provided for by this agreement.

The City of Columbia operates an established all-hazards fire department and has an appointed Fire Chief which serves as the highest-ranking fire official in Columbia, and will include the Richland County Service Area as defined by this agreement and he shall have administrative and operational authority over department functions to include the administration of all approved funding as detailed in the County Fire Budget. He reports directly to the Columbia City Manager. Resolution of issues related specifically to the Richland County Service Area, will be brought to the City Manager by the County Administrator for resolution.

1. DEFINITIONS:

- a. "Automatic Aid" refers to the immediate dispatch of Richland County or Columbia fire suppression resources to areas outside of the Service Area and/or Columbia city limits for an emergency call or incident.
- b. Automatic Vehicle Location System or "AVL" refers to the system that is used by the 911 Call Center to track the location of emergency vehicles in real time.
- c. Computer Aided Dispatch system or "CAD" refers to the system used by the 911 Call Center to process emergency calls, incident information, emergency vehicle identification, routing and other information used in the dispatching and tracking of calls and emergency vehicles to emergency scenes.
- d. "County" or "Richland County" shall refer to Richland County, Richland County Council, Richland County Administrator or his designee.
- e. "County Fire Service Area" or "Fire Service Area" or "FSA" refers to the area where fire suppression services are provided by the CRFD in the unincorporated areas of Richland County, the City of Forest Acres, the Town of Arcadia Lakes, the Town of Blythewood, and the Town of Eastover.
- f. "Columbia" shall refer to the City of Columbia, Columbia City Council, and Columbia City Manager or their designee.

- g. "Columbia Financial Responsibility" is defined as the responsibility of Columbia to spend funds provided by Richland County in the manner approved and budgeted and to collect water fees or other fees as agreed upon and as described in this agreement, and to properly account for all personnel, operational funds, equipment and supplies.
- h. "Communications Center" refers to the Columbia-Richland Emergency Communications Center, which serves as the Public Safety Answering Point and dispatch center.
- i. Contract Administrator or "CA" refers to Richland County and the City of Columbia's authorized and assigned individuals to monitor for compliance of this agreement through the Columbia-Richland Fire Advisory Committee.
- j. "County Fire District" refers to a duly adopted taxing district that includes all areas in Richland County. An ad valorem tax is collected to provide funding for Richland County services.
- k. "Equipment" refers to vehicles, small engine equipment, and all other small equipment, tools and electronics purchased with county funds, carried on county-owned vehicles, and/or located in county-owned stations or offices.
- l. Fire Advisory Committee or "FAC" refers to the committee which will provide advisory input into the operations of the fire suppression service outlined in this agreement.
- m. "Fire Services" shall refer to fire suppression, rescue, hazardous materials response and control, and any other services approved and funded by Richland County.
- n. "ISO" is the Insurance Services Office. ISO evaluates and rates fire districts and departments.
- o. "Minimum Staffing" refers to the established minimum staffing levels for fire shifts throughout the County Service Area and the City of Columbia limits as defined by NFPA 1710 and other needs as determined by the City of Columbia.
- p. "Mutual Aid" refers to the dispatch of Richland County or Columbia fire suppression resources to areas outside of the Service Area and/or Columbia city limits after another jurisdiction requests direct assistance.
- q. National Fire Protection Association or "NFPA" refers to the association which sets codes and consensus standards for the fire service.

- r. Occupational Safety and Health Administration or "OSHA" refers to the organization which regulates all worker safety.
- s. "Operational and/or Administrative Authority" is defined as the authority contractually delegated to Columbia by Richland County under this agreement, to be used in the provision of approved services, as outlined and funded by Richland County.
- t. "Operational Oversight" is defined as Richland County's authority to approve and monitor all services funded by this agreement.
- u. Overtime or "OT" refers to the time a worker who is funded through this agreement and has worked over the time threshold as defined by the Fair Labor Standards Act for the employee's position.
- v. Public Protection Classification or "PPC" refers to the ISO classification used to provide a quantitative value of a fire department's fire suppression capability.
- w. "Richland County Financial Responsibility" is defined as the responsibility of Richland County to budget, collect taxes, collect fees and other sources of revenue, to monitor Columbia's spending of budgeted funds, to monitor equipment and supplies purchased under this agreement, to distribute funds required to administer this agreement.
- x. "Service Area" is defined as all areas of Richland County except those areas that are included in the incorporated limits of Columbia and the Town of Irmo.
- y. "Support Personnel" refers to the employees and costs associated with staff that are needed to carry out the management and administrative functions of this agreement.

2. ORGANIZATION:

- a. A Fire Advisory Committee (FAC) shall be established to maintain an open line of communication between the City and Richland County. It will consist of the following members: Richland County Council will select two Richland County Council Members, who represents primarily unincorporated areas of Richland County; Columbia will select two Columbia City Council Members; County Administrator or a representative; City Manager or a representative; Richland County Emergency Services Director; and the Columbia Fire Chief. Both parties can appoint one additional member each.

i. The purpose of the FAC is to:

- A. Provide advisory recommendations concerning the department's policies, procedures, budget requests, growth, and planning as it relates to providing fire service in the Richland County Service Area and in the City of Columbia.
- B. Provide a platform for discussing and recommending equipment approval and apparatus purchases, fire station renovations, and fire station purchases for the Richland County Service area before these are purchased or contracted.

ii. The FAC will meet quarterly at Fire Department headquarters unless another location is selected by the Fire Chief.

b. Fire Chief – If applicable, during the term of this agreement, the Fire Chief shall be selected by the Columbia City Manager as set forth in City Code and State law. The City Manager will provide information on any applicants being considered to the County Administrator and receive in writing input for consideration on the selection of the Fire Chief. Additionally, the FAC, which includes the County Administrator, will provide input into the Fire Chief's annual performance review submitted in writing to the City Manager.

3. OPERATIONAL IMPLEMENTATION:

a. All incident operational responsibilities outlined under this agreement will be conducted using current National Incident Management System guidelines and the Incident Command System.

b. It is agreed that all Richland County fire assets authorized by this agreement, and assigned to Richland County stations, are available for automatic aid response in Columbia and may be dispatched and used on emergency calls within Columbia. It is agreed that all Columbia fire assets assigned to Columbia stations are available for automatic aid response in Richland County and may be dispatched to calls in the County Fire Service Area.

c. Richland County further delegates to the Fire Chief to assign, limit or restrict the use, for safety reasons, of any and all fire vehicles purchased with Richland County funds and used in the administration of this agreement. Richland County shall provide to the Fire Chief all applicable policies related to the operations of Richland County owned vehicles to ensure the vehicles are operated consistent with Richland County policies regarding the use of County vehicles.

d. All Richland County fire resources shall be available for automatic and mutual aid response to any surrounding jurisdictions provided it does not create a shortage of fire

suppression capabilities in the Fire Service Area and the automatic aid agreements have been approved by Richland County.

e. Any and all agreements for automatic aid or mutual aid entered into by Richland County with any other agency or governmental entity will be activated by incorporating them into the emergency response protocols for fire suppression response, and in Communications Center resources such as AVL and CAD, and in all practical applications.

f. Mutual aid agreements will be reviewed annually by the parties, through the FAC, to ensure best practices prior to any emergency incidents.

4. CITY OF COLUMBIA:

a. Tactical operations will be administered using Standard Operating Procedures, Standard Operating Guidelines, policies and procedures as approved by the Fire Chief.

b. A training and deployment plan for the water shuttle operations program will be maintained and exercised following NFPA recommendations to improve training and implementation of the water shuttle system.

c. The Fire Chief will provide a monthly report to both the City Manager and the County Administrator on agreed upon content. Initial content for these reports will be determined within the first 90 days of the signing of this document by the FAC. All additional data requests shall be routed through the County Administrator's Office to the City Manager's Office.

d. All front-line fire response vehicles will utilize the AVL and dispatch CAD system to determine closest appropriate response unit. This information will also be used to determine the correct number of units needed to respond to emergency calls as identified by the type of call.

e. The City, at its own expense and outside of the funds budgeted and allocated herein shall maintain its own vehicles, apparatus, and fire trucks through the City's normal fleet services program.

f. The City of Columbia, at its own expense and outside of the funds budgeted and allocated herein will be responsible for routine maintenance of stations and equipment owned by the City.

g. The City of Columbia will require fire hydrants along new water system lines at distances outlined by the International Building Code and the Insurance Services Office (ISO).

- h. Hydrants within the Service Area owned by Columbia will be inspected, maintained, and repaired according to ISO and other applicable standards.

5. RICHLAND COUNTY:

a. Richland County retains the right to monitor this agreement and shall have access to any records pertaining to the administration of this agreement and all data collected by Columbia in its implementation of this agreement.

b. Richland County maintains the right to conduct at its sole cost and expense an audit of any and all parts of this agreement to ensure compliance, however, a draft copy of the results shall be provided jointly.

c. All Richland County buildings, vehicles and large pieces of equipment will be insured by Richland County with limits of liability as established by South Carolina law for governmental entities at the County's sole cost and expense.

d. Richland County has final funding approval, however the Fire Chief must maintain uniformity throughout equipment and the Fire Chief must be one part of the approval process to minimize training needs and liability costs. All purchases of specialized equipment and apparatus for the Richland County Service Area will include approval of the Fire Chief which shall not be unreasonably withheld. Specifications for fire apparatus, vehicles, and specialized equipment, must meet requirements necessary to support fire department operational functionality.

e. Richland County will determine where new or relocated stations will be constructed in the Service Area in consultation with the Fire Chief. Richland County will design, fund and build expansion stations in accordance with Richland County's strategic and capital improvement plans. No construction technique, building material, site location, building design or any other dynamic will be implemented that may compromise the City's ability to maintain operational functionality, personnel safety and/or the department's ability to meet the requirements of this agreement. The City of Columbia and Richland County will strive to build fire stations that promote health and safety for firefighters and anticipate department growth. All fire station design and locations will include approval by the Fire Chief or designee in conformity with standardized designs to ensure consistency among station layouts across the department.

f. Any and all agreements for automatic aid or mutual aid entered into by Richland County with any other agency or governmental entity that call for the obligation of resources under this agreement will be activated with the approval of the Fire Chief and in accordance with the terms of this agreement.

- g. The County will maintain and/or improve the rural water supply infrastructure.
- h. Any pressurized water supply system will be reviewed by the Fire Chief or designee prior to installation. This is to ensure interoperability with existing systems and to maintain constancy with current operational methodology.
- i. Richland County, at its own expense and outside of the funds budgeted and allocated herein will be responsible for routine maintenance of stations, rolling stock (i.e., apparatus, and vehicles) owned by Richland County. Fleet maintenance shall be accomplished through the County's normal fleet services program. The County, with the advice of the Fire Chief shall establish a routine fleet maintenance schedule. The City shall notify the County of any known issues with any County vehicles that require maintenance outside of the routine fleet maintenance schedule. The County shall effectuate repairs and maintenance in a timely manner.
- j. Hydrants within the Service Area owned by Richland County will be inspected, maintained, and repaired according to ISO and other applicable standards.

6. PERSONNEL:

- a. Only positions authorized and funded under this Agreement (see Appendices B.1 and B.2) and used in the manner approved by Richland County shall be paid from the adopted and approved Richland County fire suppression budget.
- b. Columbia will maintain its software interface used to properly track and charge all personnel costs to the corresponding (City or County) budget.
- c. Under the terms of this agreement the City has its employees assigned to the County Service Area, and its employees must receive the corresponding salary packages as approved by Columbia City Council for all firefighters. The County during the term of this agreement shall provide equivalent personnel funds for those City employees assigned to the County through its budgeting process, subject to and in conformity with the fiscal year budget approved by Richland County Council.
- d. The City will submit through the County's budget process the personnel and operating costs for the provision of fire services response in the County Fire Service Area.
- e. Overhead personnel costs will be jointly funded by Richland County and the City of Columbia to support the operations of the Fire Department, which includes the Richland County Fire Service Area. The overhead funding to support such operations will be funded

as outlined in Appendix A of this agreement and is subject to approval by each party. The overhead personnel costs will be appropriately charged within the approved County and City budgets with each party being charged its proportionate share of such personnel cost to include salaries plus benefits.

f. The City of Columbia will be contracted to provide a pre-determined number of Fire-shift (24 hour) personnel in Richland County Service Area fire stations as outlined in Appendices B and B.1. The City of Columbia will provide adequate documentation to account for the proper use of County funds for staffing to protect the Richland County Service Area.

g. The fire department will staff each career fire shift position based on ISO fire company distribution of on-duty personnel and best industry practices which meets South Carolina-Occupational Safety and Health Administration (SC-OSHA) regulations and the National Fire Protection (NFPA) Standard 1710, for fire suppression deployment operations for interior structural firefighting operations and rescue activities for initial arriving companies and initial full alarm assignment capabilities. The Fire Chief or his designee will endeavor to maintain the established minimum staffing levels for fire shifts on a daily basis. However, it is understood these minimum levels may be adjusted as deemed necessary while accomplishing the overall mission of the department.

h. Personnel authorized and funded by Richland County under this agreement, shall be considered City of Columbia employees and subject to the personnel, health and safety policies of Columbia. All volunteer firefighters will comply with the personnel, health and safety policies of the City of Columbia as referred to in the volunteer standard operating guidelines even though not considered City of Columbia employees for purposes of this Agreement.

i. Personnel funded by Richland County will be stationed in the Service Area and personnel funded by Columbia will be stationed in areas inside of Columbia City limits, subject to Section 6(j), herein.

j. Any temporary movement of County personnel used to fill shortages or vacancies at Columbia stations must be accounted for by location, with costs assigned to the appropriate budget (i.e., if County funded personnel are moved to a City fire station for any shift, the City shall be required to pay all personnel costs/overhead for that employee for such shift). The City must keep a daily log of any such movement using daily staffing software or any other appropriate software, which shall be immediately available to the County's CA and/or the FAC upon request, and which shall also be included in the quarterly reports to the County. The Fire Chief or his designee will have the authority to move and/or reassign or transfer personnel but must stay within the established Richland County fire budget.

k. A program for volunteer recruitment, retention, promotion, credentialing, and career development will be established by the Fire Chief or designee and managed by a staff officer, whose role will be to recruit and retain volunteer firefighters for staffing each volunteer fire station as defined for the Service Area as listed in Appendix B.1 (volunteer staffing by station).

7. VOLUNTEER FIREFIGHTERS

a. Under the terms of this agreement all volunteer firefighting personnel will report through the chain of command to the Office of the Fire Chief and will perform their duties as defined and at the discretion of the Fire Chief. The Fire Chief will have the authority to appoint or remove any volunteer firefighter. Any volunteer compensation shall come from the Richland County line item budgeted solely for this purpose; this shall include any and all volunteer operations. All volunteers will be subject to all departmental policies, rules and regulations as set forth by the Fire Chief.

b. Richland County shall provide Worker's Compensation Insurance for volunteers that will supplement the present statutory worker's compensation benefits for volunteer fire fighters. The County, at its discretion, may self-fund these benefits. No Worker's Compensation benefits or claims will be paid by the County for any City employee or any person considered a City employee for the purposes of this agreement (see Sec. 7.a). The following requirements pertaining to worker's compensation shall apply to this agreement:

i. The City, upon notice of an injury or claim by a volunteer, shall notify the County Risk Manager of such injury or claim within four (4) hours of such notice;

ii. The City, its employees, agents, or anyone under its control or supervision, shall NOT direct the care or treatment of any claimant, nor may it make any attempt to direct or administer the claim in any way. The County's Risk Manager will provide Richland County's policies and protocols to the Fire Chief, who will make it part of the CRFD's Standard Operating Guidelines (SOG).

iii. Any City employee or person treated as a City employee under this agreement (see Sec. 7.a.) shall make all claims for injury of any kind to the City.

c. All firefighters authorized under this agreement will receive the same level of training regardless of career or volunteer and must maintain defined standards as set by the Fire Chief or designee. All volunteer firefighters will be encouraged to participate in riding on all fire units in addition to the minimum staffing levels to ensure a seamless fire fighting force and to enhance training sessions and fire ground cohesion during emergencies.

8. FIREFIGHTER TRAINING

- a. Both career and volunteer firefighters will be trained to meet equal certifications including Firefighter I and II, and must maintain defined standards as set by the Fire Chief or designee.

- b. Training will be provided equally and shall be conducted on weekends, weekdays, and weeknights and at hours that accommodate career and volunteer firefighter work schedules.

- c. A training schedule will be coordinated and published each year outlining the classes being offered for the next 12 months. Should classes targeted to the volunteer firefighters schedule not have sufficient applicants signed up to attend the remaining slots will be filled with career personnel as to ensure the class is not cancelled due to lack of participation.

- d. Use of both career and volunteer certified instructors will be coordinated through the Fire Department Training Bureau.

9. PUBLIC PROTECTION CLASSIFICATION

- a. The County and City portions of the fire suppression budget and all operational policies and procedures for fire suppression activities will support maintaining and improving the ISO PPC currently in place at the time of this agreement.

- b. Expenditure of County and City funds for training, equipment and supplies must be used to maintain or improve the ISO PPC for the respective service areas of the Columbia Fire Department and the Richland County (Service Area) and must be approved by the Fire Chief, where applicable.

10. FIRE STATIONS:

- a. The County will be responsible for all existing County owned and operated fire stations and will conduct routine maintenance as required in order to meet applicable codes and regulations for workplace environments. Richland County shall be responsible for insuring all fire stations at its sole cost and expense.

- b. The City will continue to be responsible for all existing City owned and operated fire stations and will conduct routine maintenance as required in order to meet occupational safety and health administration regulations for workplace environments. City of Columbia shall be responsible for insuring all fire stations at its sole cost and expense.

- c. The County will participate in periodic service improvement meetings with the City as it pertains to improving the customer service provided for fire station maintenance.

d. Additional fire stations may be constructed during the term of this agreement. Fire station renovation, relocation, and construction within the Richland County Service Area may be discussed during FAC meetings or between a Richland County designee and City of Columbia designee before contracted or purchased, subject to the approval of Richland County Council.

e. As a part of the County's budget process, the Fire Chief or designee will make capital improvement recommendations to include prioritizing new fire station recommendations in the County Fire Service Area. These recommendations will be in accordance with obtaining the best ISO PPC rating.

f. Richland County shall design, fund and build expansion stations in accordance with Richland County's strategic and capital improvement plans and in accordance Section 10.d of this Agreement. No construction technique, building material, site location, building design or any other dynamic will be implemented that may compromise the City's ability to maintain operational functionality, personnel safety and/or the department's ability to meet the requirements of this agreement. All fire station design and locations will include approval by the Fire Chief or designee in conformity with standardized designs to ensure consistency among station layouts across the department.

g. The City of Columbia shall design, fund and build expansion stations in accordance with the City of Columbia's strategic and capital improvement plans in conformity with standardized designs to ensure consistency among station layouts across the department.

11. EQUIPMENT:

a. For the entire term of the agreement, the fire department will continue to utilize an electronic inventory and asset accounting tracking system to maintain separate inventories based on County or City owned assets. All purchases of apparatus or equipment shall include approval of the Fire Chief and no equipment shall be placed into service until such approval is given.

b. A complete year-end inventory will be conducted each year of all apparatus, support vehicles and equipment. It will be the responsibility of the Fire Chief or designee to ensure all inventories are reconciled and maintained throughout the duration of this agreement. A copy will be sent to Richland County each year prior to the first of July. After notification to the Fire Chief or designee, the County may conduct on-site inspections of any county building (fire station) at any time to reconcile the daily, monthly, quarterly, or year-end reports with the actual apparatus, support vehicles, assets and equipment at each station. Upon inspection, if the County determines that any report does not reconcile with actual observable conditions, the City will provide a plan to rectify the condition(s) immediately.

c. As equipment and supplies are processed for distribution, electronic records will be maintained to accurately record which equipment was received/issued. A listing of the location of where the property is assigned and to which entity it is charged shall be created each time equipment or supplies are distributed, issued or transferred. The list shall be available to the County immediately upon demand and shall automatically be supplied to the County no less than monthly. No equipment or supply will be issued unless it is signed for and charged to the appropriate station account and approved by the Logistics Officer.

d. Spare, surplus or deadline vehicles or equipment must be kept segregated as Richland County or City of Columbia property. All dead-lined or obsolete equipment or vehicles purchased with Richland County funds will be returned to Richland County for disposal.

e. Richland County will establish and fund interoperable voice and data communication resources for use in the Service Area for vehicles, firefighters who are funded by Richland County, and for use in alerting of volunteer firefighters assigned to Richland County stations.

f. The City of Columbia will establish and fund interoperable voice and data communication resources for use in the City for vehicles, fire fighters who are funded by the City, and for use in alerting of fire fighters assigned to City stations.

g. Richland County will fund and support in an equitable manner, a cloud based, interactive dispatching application that is accessible by responders in the field. The system should be mutually agreed upon to ensure that it meets the operational and technical capabilities of the dispatch system. The Fire Chief shall recommend operational guidelines for such applications.

h. The Fire Chief or designee will maintain a research & development group charged with developing apparatus and equipment specifications meeting best industry practices for use within the City and County. Any new apparatus and equipment purchased will be compatible with the City's equipment, operational methodology, and will meet or exceed the latest (NFPA) National Fire Protection Association standards and/or applicable (OSHA) Occupational Safety and Health Administration regulations, and any other applicable safety standards. The Fire Chief will provide to Richland County recommended apparatus (fire truck) specifications that will be used for the purchasing of apparatus in the County (Service Area) in order to maintain or improve the current operational functionality, safety and/or the ISO PPC rating.

i. The County will provide funding as available to replace their apparatus, support vehicles and equipment as necessary in order to maintain a strong rolling stock, to include additional

pumpers, rescues, ladders, tankers, brush trucks, and support vehicles to serve as reserve units when front line units are out of service for maintenance.

j. It will be at the discretion of the Fire Chief to assign, place or station any City or County equipment or apparatus to further enhance the overall operations as outlined in the agreement. In exercising that discretion, the Fire Chief will place equipment funded by the City in city owned stations and equipment funded by the County in county owned stations.

k. If either party (City or County) are required to place its reserve apparatus or vehicles on the front line to supplement the other's fleet, a charge to the appropriate budget for all fuel costs and any actual time and cost for any repairs during the time of use will be made to the appropriate budget.

l. Richland County will share cost of and jointly fund all support vehicles and staff vehicles assigned to support personnel as approved by the Fire Chief and as found in Appendix A. All capital replacement costs for replacing such vehicles will be requested through the annual budget process for those vehicles needing replacements as funded and listed in each budget.

m. Richland County will replace City-purchased medical equipment used and taken by Richland County EMS in continuance of patient care.

12. FINANCIAL/ACCOUNTABILITY:

a. The City of Columbia, through the City Manager, shall present a budget request that reflects the actual cost to operate the County's portion of the fire service to the Richland County Administrator. The Fire Chief will participate, along with the Emergency Services Department Director, in the preparation of the budget request. Each budget request will be at the funding levels necessary for the collective operations of the Fire Service Area.

b. The City Manager will submit budget requests for the fire service to the Richland County Administrator prior to January 15th of each year.

c. The budget requests will outline all expenses, assigning each expense to the appropriate general ledger account and station budget. All positions funded will be listed and include current salary information. All positions, equipment, and supply costs must be attributed to a specific station. Cost of living and merit increases will be included within each budget request as recommended by the City Manager. After reviewing the budget request, Columbia and Richland County Councils will determine for their respective organization the amount to be funded to support operations. Should funding levels approved by Richland County not be sufficient to cover amount requested, the Fire Chief will make recommendations to the City Manager and the County Administrator as to where services

could be reduced in order to meet approved funding levels and each will have final approval for their respective areas. After the budget has been approved, the Fire Chief must remain within established funding levels during the approved budget fiscal year.

d. All budgeted, routine supplies and equipment purchases made in accordance with this agreement or identified in budget appropriations must be made pursuant to the City of Columbia or Richland County's procurement regulations and charged to the appropriate general ledger/object code for City or County. All such purchases for services and expenses will be detailed by line item indicating the purchase based on City or County owned.

e. The City of Columbia shall collect a fee in the amount required by City Code Sec. 23-146(g), on each City water customer account located in Richland County in the Service Area. These fees will be used by Richland County to defray funding costs for the approved Richland County fire suppression budget. All fees collected pursuant to this agreement are to be remitted to Richland County on a monthly basis. Richland County may request an increase in the fee for City Council's consideration, which is in the sole and exclusive legislative discretion of City Council to approve or not to approve.

f. Notwithstanding anything in this Agreement to the contrary, in the event the actual costs of services provided hereunder exceed the total amount received from the County, the parties agree to reconcile the balance owed, ~~with additional amounts due from the County.~~ In the event the actual costs of services provided hereunder are less than the total amount received from the County, that excess shall be credited to the County portion owed for the following year.

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g. During the term of this agreement, the City will include a projection of these indirect costs in its annual budget request to the County. These projections will be based on reasonable estimates and historical data. These costs shall include but not be limited to: human resources, payroll, finance, procurement, information technology, risk management, etc. and will be included in subsequent budget requests and, subject to approval of the budget request by Richland County Council, transferred from the County Fire budget to the City General Fund in order to cover such costs incurred by the City.

h. The City of Columbia shall develop and present to Richland County, for consideration, a separate long-range capital replacement plan for large apparatus and vehicle and major station renovations consistent with Sections 10 and 11, herein.

i. The City and County budgets shall fund the cost of all vehicle's repairs, replacements and fuel expenses for their own vehicles that support the unified fire operations and as listed in

Appendix A (Overhead Vehicles) to be listed within each respective budget as listed in Appendix A at 17 vehicles each totaling 34 overhead vehicles.

j. The County may endeavor to adequately fund and replace their apparatus, support vehicles and equipment as necessary in order to maintain a strong rolling stock, to include additional pumpers, a rescue, a ladder, tankers, brush trucks, and support vehicles to serve as reserve units when front line units are out of service for maintenance.

14. TERMS:

a. This agreement shall be effective as of _____, 2025.

b. The term of this agreement shall be for a period not to exceed five (5) years with the County reserving the option to explore, during that period of time, alternatives for the provision of fire services in the unincorporated areas of Richland County.

c. Either party may terminate this agreement after notifying the other party in writing with no less than six (6) months' notice; however, both parties agree to a consenting transition plan of at least twelve (12) months concluding at the end of a fiscal year (June 30).

d. Upon termination of this agreement, all equipment which has been purchased with county funds and owned by the county—including vehicles, small engine equipment, and all other small equipment, tools and electronics purchased with county funds, carried on county-owned vehicles, and/or located in county-owned stations or offices or city-owned stations or offices—will be returned to Richland County and remain under the County's responsibility.

15. INCORPORATION AND MERGER:

a. 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.

16. MISCELLANEOUS:

a. **BREACH:** In the event either party shall fail to comply with this agreement, and such failure 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.

b. **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 provisions 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.

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

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

d. NOTICE: 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
2020 Hampton Street
Post Office Box 192
Columbia, SC 29202

e. Written notice also may be made by personal hand-delivery to the City Manager or the County Administrator.

f. AGREEMENT INTERPRETATION: Ambiguities in the terms of this agreement, if any, shall not be construed against the City. This agreement shall be interpreted pursuant to the laws of the State of South Carolina.

g. SEVERABILITY: : If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance, except to the extent such remaining provisions constitute obligations of another Party to this Agreement corresponding to the unenforceable provision.

h. CAPTIONS AND HEADINGS: The captions 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.


i. NON FUNDING APPROPRIATIONS: Notwithstanding anything in this agreement to the contrary, the City's and the County's obligations to pay the costs of performing its obligations under this agreement shall be subject to and dependent upon appropriations being made from time to time by the City Council and County Council for such purposes.

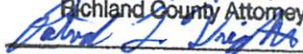
j. APPENDICES: The appendices to this Agreement shall be mutually agreed upon by the City of Columbia and Richland County within thirty (30) days of execution of this Agreement or as soon thereafter as is practicable.

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

WITNESSES:

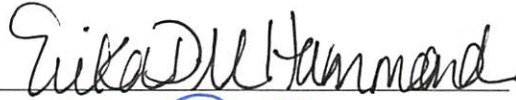






Date: 1/30/2025
Richland County Attorney's Office


Approved as to LEGAL form ONLY
NO Opinion Rendered As To Content

WITNESSES:







Teresa Wilson, City Manager
On behalf of CITY OF COLUMBIA
Date: 1/1/2025

APPROVED AS TO FORM


Legal Department City of Columbia, SC
01/27/2025

APPENDIX A

SUPPORT PERSONNEL (OVERHEAD)

#	POSITION	#	POSITION
1	Fire chief	1	Fire Health & Safety Coordinator
3	Assistant Chief(s)	1	Fire Volunteer Coordinator
1	Accreditation/CRR Chief	1	Administrative Specialist
3	Division Chief(s) (Suppression)	1	Administrative Coordinator
1	Hazmat Rescue Coordinator	1	Fire Analysis Specialist
1	Fire Staffing Officer	1	Fire Public Education Officer
1	Public Information Officer	1	Fire Recruiting Officer
1	Chief of Training	2	Lead Administrative Assistant(s)
5	Fire Training Officer(s)	1	Fire Logistics Officer
1	Senior Training Coordinator	1	Fire Support Technician
1	Executive Assistant	1	Fire SCBA Technician
1	Communications Officer	1	Materials Control Clerk
	Total	33 ^a	

FIRE SHIFT PERSONNEL (OVERHEAD)

The following personnel are included and considered overhead and work a 24-hour fire shift schedule and are funded from the appropriate budget as listed in Appendix B.1 & B.2.

#	PERSONNEL
18	Battalion Chief(s)

^a 33 support overhead personnel positions are equally funded by Richland County and the City of Columbia, which includes salaries plus benefits, listed within each party's respective administrative budgets.

APPENDIX A

SUPPORT PERSONNEL (OVERHEAD) VEHICLES^b

#	CITY - FUNDED	#	COUNTY - FUNDED
1	Fire Chief	1	Assistant Chief(s)
2	Assistant Chief	1	Hazmat Rescue Coordinator
1	Accreditation/CRR Chief	1	Fire Staffing Chief
1	Division Chief (Suppression)	1	Fire Health & Safety Chief
1	Public Information Officer	1	Fire Volunteer Coordinator
1	Training Chief	1	Fire Support Technician
1	Fire Logistics Officer	3	Fire Training Officer(s)
1	Fire SCBA Technician	3	Battalion Chief(s) (Suppression)
2	Fire Training Officer(s)	3	Staff Vehicles (Reserve Spares)
1	Fire Recruiting Officer	1	Communications Officer
2	Battalion Chief(s) (Suppression)	1	Safety Officer
3	Staff Vehicles (Reserve Spares)		
17		17	

^b The listed vehicles are assigned to emergency response personnel and support staff and will be funded by Richland County and the City of Columbia to include all fuel cost, repairs and maintenance cost and listed within each party's respective budgets. Future replacement vehicles will be requested and funded through each respective budget process.

APPENDIX B

B.1

PERSONNEL

Units located in rural areas of the County are staffed with two (2) career personnel and an active volunteer roster. Units located in suburban/urban areas are staffed with four (4) career personnel. The County Rescue units are staffed with three (3) career personnel in order to handle the technical functions they must serve, as well as a centrally located man-power force to augment volunteer response fluctuations.

County – (fire Shift Career Staffing) and volunteer staffing by Station

STATION	STAFFING	UNIT	Career Minimum Daily Staffing	Career Total Staffing	Volunteer Total Staffing
1 - Headquarters	Career	Engine 1/ HazMat 1	2 ^d	6	0
	Career	Relief Personnel ^e		33	
14 – Dentsville	Career	Engine 14	4	12	0
		Ladder 14	4	12	0
15 – Cedar Creek	Satellite	Engine 15	0	0	10
		Tanker 15	0	0	
		Brush Truck 15	0	0	
17 – Upper Richland	Combination	Engine 17	1	3	20
		Tanker 17	1	3	
		Brush Truck 17	0	0	
18 – Crane Creek	Combination	Engine 18	1	3	20
		Tanker 18	1	3	
		Brush Truck 18	0	0	
19 – Gadsden	Combination	Engine 19	1	3	20
		Tanker 19	1	3	
		Brush Truck 19	0	0	
20 – Ballentine	Combination	Engine 20	1	3	20
		Tanker 20	0	0	
		Brush Truck 20	0	0	
		Rescue 2 ^e	3	9	

^e Relief personnel are listed and funded from the County Station 1 budget for reporting purposes. These 33 positions are for backfill relief during permissive leave and are used to cover staffing exceptions based on the fire department staffing ratio (factor).

^d Engine/HazMat 1 unit is staffed with four (4) career personnel and is jointly funded equally by Richland county and the City of Columbia.

^e During the term of this agreement the fourth (4th) career positions on the County Rescue units may be funded by Richland County at one (1) additional position each year or as budget funds become available.

STATION	STAFFING	UNIT	Career Minimum Daily Staffing	Career Total Staffing	Volunteer Total Staffing
21 – Springhill	Satellite	Engine 21 Tanker 21 Brush Truck 21	0 0 0	0 0 0	10
22 – Lower Richland	Career	Engine 22 Tanker 22 Brush Truck 22 Battalion 4	4 0 0 1	12 0 0 3	0
23 – Hopkins	Combination	Engine 23 Tanker 23 Brush Truck 23 Rescue 5 ^c	1 0 0 3	3 0 0 9	20
24 – Sandhill	Career	Engine 24 Brush Truck 24 Battalion 3	4 0 1	12 0 3	0
25 – Bear Creek	Combination	Engine 25 Tanker 25 Brush Truck 25	1 1 0	3 3 0	20
26 – Blythewood	Combination	Engine 26 Tanker 26 Brush Truck 26	1 1 0	3 3 0	20
27 – Killian	Combination	Engine 27 Tanker 27 Brush Truck 27 Rescue 3 ^c	1 0 0 3	3 0 0 9	20
28 – Eastover	Combination	Engine 28 Tanker 28 Brush Truck 28	1 1 0	3 3 0	20
29 – Congaree Run	Combination	Engine 29 Tanker 29 Brush Truck 29 Rescue 4 ^c	1 0 0 3	3 0 0 9	20
30 – Capital View	Combination	Engine 30 Tanker 30 Brush Truck 30	1 1 0	3 3 0	20
31 – Leesburg	Career	Engine 31 Tanker 31 Brush Truck 31	4 0 0	12 0 0	0

STATION	STAFFING	UNIT	Career Minimum Daily Staffing	Career Total Staffing	Volunteer Total Staffing
32 – Jackson Creek	Career	Engine 32	4	12	0
33 – Gills Creek	Career	Engine 33	4	12	0
34 – Elders Pond	Career	Engine 34	4	12	0
TOTAL			66	231	240

The Appendix listed herein is subject to change as necessary for growth and expansion of approved services with approval by Richland County and the City of Columbia.

**APPENDIX B
B.2**

PERSONNEL

City – (Fire Shift Career Staffing) by Station

STATION	STAFFING	UNIT	Career Minimum Daily Staffing	Career Total Staffing
1 – Headquarters	Career	Engine 1/HazMat 1	2 ^s	6
		Rescue 1	4	12
		Rehab 1	1	3
		Relief Personnel ^f		34
2 – Ferguson	Career	Engine 2	4	12
		Battalion 1	1	3
3- Industrial Park	Career	Engine 3	4	12
4 – Wood Creek	Career	Engine 4	4	12
6 – Saint Andrews	Career	Engine 6	4	12
		Battalion 2	1	3
7 – North Columbia	Career	Ladder 7	4	12
8 – Atlas Road	Career	Engine 8	4	12
		Ladder 8	4	12
9 – Shandon	Career	Engine 9	4	12
		Ladder 9	4	12
11 – Blume Court	Career	Engine 11	4	12
12 – Greenview	Career	Engine 12	4	12
		Battalion 5	1	3
13 – Eau Claire	Career	Engine 13	4	12
16 – Harbison	Career	Engine 16	4	12
TOTAL			62	220

The Appendix listed herein is subject to change as necessary for growth and expansion of approved services with approval by Richland County and the City of Columbia.

^f Relief personnel are listed and funded from the County Station 1 budget for reporting purposes. These 34 positions are for backfill relief during permissive leave and are used to cover staffing exceptions based on the fire department staffing ratio (factor).

^s Engine/HazMat 1 unit is staffed with four (4) career personnel and is jointly funded equally by Richland county and the City of Columbia.