

**RESOLUTION NO.: R-2012-052**

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

ORIGINAL  
STAMPED IN RED

BE IT RESOLVED by the Mayor and City Council this 15th day of May, 2012, that the City Manager is authorized to execute the attached Intergovernmental Fire Agreement, or in a form to be approved by the City Attorney, between the City of Columbia and Richland County.

Requested by:


Fire Chief \_\_\_\_\_

  
\_\_\_\_\_  
Mayor

Approved by:

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

Approved as to form:

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

ATTEST:

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

Introduced: 5/15/2012  
Final Reading: 5/15/2012



Manager. Resolution of issues related specifically to the County Fire District (Service Area), will be brought to the City Manager by the County Administrator for resolution.

## 1. DEFINITIONS:

- a. "County" or "Richland County" shall refer to Richland County, Richland County Council, Richland County Administrator or his designee.
- b. "Columbia" shall refer to the City of Columbia, Columbia City Council, and Columbia City Manager or his designee.
- c. "Fire Services" shall refer to fire suppression, rescue, hazardous materials response, and any other services approved and funded by Richland County.
- d. "Operational Authority" is defined as the authority granted to Columbia by Richland County under this agreement, to be used in the direct operations of approved services, as outlined and funded by Richland County.
- e. "Operational Oversight" is defined as Richland County's authority to approve and monitor all services funded by this agreement.
- f. "Administrative Authority" refers to the administrative authority delegated to the Fire Chief to oversee, manage and approve all functions of the fire department as outlined in this agreement.
- 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. "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, and the right to audit any and all funds and processes used by Columbia in the administration of Richland County funds used to implement this agreement.
- i. "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.
- 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. "ISO" is the Insurance Services Office. ISO evaluates and rates fire districts and departments.
- l. "PPC" refers to the ISO Public Protection Classification used to provide a quantitative value of a fire department's fire suppression capability.
- m. "AVL" refers to the Automatic Vehicle Location System that is used by the 911 Call Center to track the location of emergency vehicles in real time.
- n. "CAD" refers to the Computer Aided Dispatch 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.
- o. The "CA" refers to a Contract Administrator. Richland County and the City of Columbia may authorize and assign individuals to monitor for compliance of this agreement.
- p. The "FAC" refers to the Fire Advisory Committee which will provide advisory input into the operations of the fire suppression service outlined in this agreement.

- q. "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.
- r. "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 request direct assistance.
- s. "Overtime or OT" refers to the time a worker who is funded through this agreement, is allowed to work above the hours of his/her regular scheduled shift. Any work requiring any type of compensation other than the regular budgeted salary for the worker, will be considered Overtime work.
- t. "Communications Center" refers to the joint Richland County / Columbia 911 Public Safety Answering Point and dispatch center.
- u. "NFPA" refers to the National Fire Protection Association which sets codes and consensus standards for the fire service.
- v. "OSHA" refers to the Occupational Safety and Health Administration, which regulates all worker safety.
- w. "Minimum Staffing" refers to the establish minimum staffing levels for fire shift throughout the County Service Area and the City of Columbia limits as set forth in Appendix B of this agreement which defines the total number of career fire personnel on-duty each 24-hour shift.
- x. "NIMS" refers to the National Incident Management System used by the fire department to provide a systematic, proactive approach for guidance for operations for the management of domestic incidents in order to reduce the loss of life and property and harm to the environment.
- y. "Overhead" refers to the cost of administrative and support personnel required to operate and manage the Columbia Fire Department and the Richland County (Service Area), which is shared by the County and City funded and charged proportionately at salaries plus benefits to be detailed within each respective budgets.

## **2. ORGANIZATION**

- a. A Fire Advisory Committee (FAC) shall be established consisting of the following members: Richland County Council will elect one Richland County Council Member, who represent primarily unincorporated areas of Richland County; Columbia will select one Columbia City Council Member; County Administrator or a representative; City Manager or a representative; Richland County Emergency Services Director; Columbia Assistant City Manager; and the Columbia Fire Chief. Both parties can appoint one additional member each.
- b. The purpose of the FAC is to provide advisory input into the joint fire policies, procedures, budget requests, and planning as it relates to providing fire service in the Richland County Service Area and in Columbia. The FAC should meet no less than quarterly.
- c. Fire Chief – If applicable, during the term of this agreement, the Fire Chief shall be selected by the City of Columbia. The City will appoint a Selection Committee with representation from the City and County to conduct candidate reviews and to make nonbinding recommendations to be submitted in writing to the City Manager. The City Manager with input from the County Administrator or his designee will appoint the Fire Chief. Nothing in this agreement relinquishes the City Manager's authority to appoint a Fire Chief as set forth in City Code and State law. The FAC and the County Administrator will provide input into the Fire Chief's annual performance review submitted in writing to the City Manager.

### **3. 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 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. Additional fire stations may be constructed during the terms of this agreement. The Fire Chief will submit new station recommendations to Richland County for consideration. The Fire Chief may establish committees to assist in developing those recommendations.
- d. The Fire Chief as a part of the annual budget process will make capital improvement recommendations to include any new fire stations to be contained within each City and County budgets as applicable.
- e. Richland County shall design, fund and build expansion stations in accordance with Richland County's strategic and capital improvement plans.
- f. The City of Columbia shall design, fund and build expansion stations in accordance with the City of Columbia's strategic and capital improvement plans.
- g. The Fire Chief, during the first year of this agreement, will conduct a feasibility study for the construction and operation of a joint training facility.

### **4. PERSONNEL**

- a. Overhead personnel will be jointly funded by Richland County and the City of Columbia which supports the operations of the Columbia Fire Department and the Richland County (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 cost 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.
- b. Fire-shift (24-hour) staffing personnel will be funded by Richland County and the City of Columbia based on minimum staffing levels as outlined in Appendices B.1 and B.2. The fire career shift staffing personnel cost will be appropriately charged to each station budget by general ledger code.
- c. The fire department will establish a software interface with its current staffing software and the financial software used by the City to accurately track actual personnel cost to ensure all cost funded by Richland County and the City of Columbia are charged appropriately. This will ensure all personnel working on a City or County unit are charged to that unit and the minimum staffing levels are maintained as stated in Appendices B.1 and B.2.

d. 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 fire fighting 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 shift on a daily basis. However, it is understood these minimum levels may be adjusted on any 24-hour shift as deemed necessary while accomplishing the overall mission of the department.

e. The fire department will include in its quarterly reports to the FAC summary reports of all personnel costs charged to each station budget which will include all staffing exceptions charged and total number of staffing hours each station was covered. These reports will assist the FAC in ensuring all budgeted to actual expenses are charged to the appropriate accounts as approved by each council.

f. 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.

g. 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. 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.

h. With the exception of volunteer firefighters, personnel authorized and funded in the Richland County fire suppression budget under this agreement, shall be considered City of Columbia employees and subject to the personnel, health and safety policies of Columbia. However, 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.

i. Only positions authorized and funded under this agreement, and used in the manner approved by Richland County, shall be paid from the adopted and approved Richland County fire suppression budget.

j. A program for volunteer recruitment, retention, promotion, credentialing, and career development will be established by the Fire Chief 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).

## **5. COUNTY**

a. This agreement will be monitored through the Richland County Emergency Services Department. The Richland County contract administrator(s) will monitor this agreement for compliance. The CA or CA's 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. 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.



c. Richland County will be responsible for routine maintenance of stations owned by Richland County.

d. Richland County will determine where new or relocated stations will be constructed in the Service Area with advisory input from the Fire Chief. Richland County will design, fund and build expansion stations in accordance with Richland County's strategic and capital improvement plans.

## **6. COLUMBIA**

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

b. 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.

c. A comprehensive water supply program will be developed to include the use of public and private water systems with hydrants, lakes, ponds, streams, swimming pools, dry hydrants, tankers and a water shuttle system. The water supply response directives will be incorporated into the CAD system.

d. A training and deployment plan for the water shuttle program will be developed and exercised monthly to improve training and implementation of the water shuttle system.

e. The Columbia Fire Chief shall prepare a monthly report to be presented to Richland County. The report will outline fire calls by type, other emergency calls by type, personnel status including vacancies and staffing patterns, training, financial data including expenditures, equipment status including maintenance of vehicles, and any other pertinent data needed to reflect the status of the fire suppression response system. The Fire Chief will present to Richland County and the FAC a comprehensive report on the status of the fire service on a quarterly basis, or more often if warranted.

f. 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).

g. All hydrants located in the Service Area owned by Columbia shall be inspected yearly, repaired, maintained, tested and marked per ISO and other applicable standards. The City of Columbia will endeavor to repair hydrants within thirty (30) days notice of receiving information a hydrant is inoperable and/or establish a contingency plan for alternative water supply coverage when deemed necessary.

h. 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.

i. Columbia shall maintain all County owned equipment and vehicles assigned to Columbia through this agreement, at the same level of service as Columbia equipment and vehicles are maintained. The cost will be included in each party's annual budget process. All repairs and

maintenance charges will be charged to the appropriate station budget that reflects the actual time and cost for maintaining the fleet for all City and County owned apparatus and equipment. All associated data and cost information of the maintenance program shall be included in the monthly report sent to the County and included in the FAC quarterly report.

j. With the exception of the electronic inventory reporting and staffing software interfaces, all reporting required by this agreement will be reported in a format available to the City and initiated immediately. The electronic inventory and staffing interfaces will be provided at such time the City's software is installed and fully operational. The City will endeavor to provide these reports on or before July 1, 2013.

## **7. EQUIPMENT**

a. The fire department will install an electronic inventory and asset accounting tracking system, jointly funded by the City and the County. This software will be incorporated into the department's records management system detailed and separated by individual stations for inventory tracking. The system will maintain separate inventories based on County or City owned.

b. As equipment and supplies are processed for distribution, hand receipts will be used and filed electronically to maintain an accurate record of which the equipment was issued to and a listing of the location of where the property is assigned and charged to, base on County or City. No equipment or supplies will be issued unless it is signed for and charged to the appropriate station account and approved by the Logistics officer.

c. The Fire Chief will submit quarterly reports to Richland County and the FAC for review to ensure all resources funded by the City and the County are recorded and kept separate.

d. 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 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 end of May.

e. Spare or surplus equipment must be kept segregated as Richland County or City of Columbia property.

f. All Richland County vehicles and large pieces of equipment will be insured or self-insured by Richland County at its sole cost and expense.

g. All vehicles purchased with Richland County funds and used by the Columbia Fire Department in implementing this agreement must have "Richland County" displayed on the vehicle. This may be illustrated as "Columbia - Richland."

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

i. 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.



j. All dead-lined or obsolete equipment or vehicles purchased with Richland County funds will be returned to Richland County for disposal.

k. 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.

## **8. 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 understood 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 understood 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 Service Area.

c. Richland County further delegates to the Fire Chief to assign, limit or restrict the use 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 Service Area and the automatic aid agreements have been approved by Richland County.

## **9. 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 with input from the County. All volunteer firefighters will receive their routine fuel reimbursements from Richland County. All volunteers will be subject to all departmental policies, rules and regulations as set forth by the Fire Chief.

b. There shall be a volunteer recruitment, retention and training program for volunteers as authorized in this agreement.

c. Richland County shall provide Worker 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.

d. A volunteer's privately owned vehicle may be authorized by Richland County to use red emergency lights and siren when responding to an authorized emergency call. Volunteers and their vehicles must meet criteria and guidelines established by the Richland County Fire Marshal.

e. Volunteers designated by Richland County to operate a privately owned emergency vehicle using red lights and sirens, must be pre-approved by the Richland County Fire Marshal's office. Each vehicle approved by Richland County must display an "Authorized Emergency Vehicle" decal issued by Richland County. Volunteers approved to operate a privately owned emergency vehicle must meet all requirements as established by the Richland County Fire Marshal. Volunteers will be issued an "Emergency Vehicle Authorization" identification card that must be carried while operating a designated privately owned emergency vehicle.

f. Approved volunteer firefighters meeting the minimum training and safety standards will be used to staff all volunteer stations as listed in Appendix B.1. Volunteers will be trained based on the Columbia Fire Department's training and response standards ranging from non-smoke, smoke, driver operator, officer, and/or administrative capabilities as set by the Fire Chief and implemented and monitored by the Volunteer Coordinator. The Volunteer Coordinator will develop minimum training requirements for credentialing volunteers for use in special operations to include hazardous materials response and technical rescue operations.

g. All volunteer firefighters will be encouraged to participate in riding on all fire units career and volunteer 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.

## **10. FIRE FIGHTER TRAINING**

a. All fire fighters 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.

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 in May of each year outlining the classes being offered for the next 12 months, starting in July of each year. All published classes will be conducted regardless of limited attendance. 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. Volunteer training classes will be rotated between County stations in the upper part of the County, lower part of the County and the northwest part of the County.

e. There shall be a combination of career and volunteer designated instructors for all firefighters and will be coordinated through the Fire Department Training Bureau.

f. Richland County and the City of Columbia during the term of this agreement agree to endeavor to provide through proposed budget process funding to train and provide as staffing allows one (1) on-duty Emergency Medical Technician (EMT) for each roster staffed fire engine within the Columbia Fire Department and Richland County (Service Area) as funding permits.

## **11. 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.
- c. Richland County fire assets and Columbia fire assets will be jointly used in a manner that maintains or improves the ISO PPC of both Richland County and Columbia.

## **12. FINANCIAL/ ACCOUNTABILITY**

- a. Each year the Fire Chief will develop and present separate budgets for fire protection services within the Richland County (Service Area) and the City of Columbia. Each budget will consist of a detailed fire budget to include; fire administration, operations-(suppression) station-by-station, training and logistics.
- b. Each budget request will detail those costs associated and determined by the Fire Chief in order to maintain the current service levels including the minimum career staffing levels as set forth in Appendix B. Each budget request will be at the funding levels necessary for the collective operations of the Columbia Fire Department and the Richland County (Service Area) and will include any supplemental requests as may be deemed necessary for expansion of service levels. The costs associated with the operation of the fire administration and each stations operation will be detailed.
- c. The budget requests will outline all expenses, assigning each expense to the appropriate general ledger account and by station budget. All personnel funded will be listed and include current salary information. All personnel, 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 will determine for their organization the amount funded to support operations. Should funding levels need to be reduced, 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 funding levels and they will have final approval for their respective areas. After the budget has been approved the Fire Chief must remain within established funding levels when any permanent reassignment of personnel is necessary during the budget year.
- d. Recognizing that the minimum staffing levels are necessary to provide adequate fire services in the Service Area, Richland County agrees to provide sufficient funding in the annual County Fire Service Budget to achieve and maintain during the term of this agreement the minimum career staffing levels as set forth in Appendix B.1. However, the 4<sup>th</sup> career firefighter position on County Rescue's 2, 3, 4 & 5 listed in Appendix B.1 may be phased-in at one (1) position per year by Richland County or as budget funds become available during the term of this agreement or as staffing allows.

e. Each year 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. Richland County and City of Columbia will review the budget request, make adjustments and recommend the budget for County Council consideration and approval.

f. The County budget request will be presented to Richland County prior to January 15th of each year.

g. 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.

h. All budgeted, routine supplies and equipment purchases made in accordance with this agreement or identified in the annual budget appropriations must be made pursuant to the City of Columbia'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.

i. The Fire Chief will develop a Research & Development Group charged with developing apparatus and equipment specifications meeting best industry practices for use within the City and County. The group will be comprised of members for the department both career and volunteer. Any apparatus and equipment purchased shall be compatible with the City's equipment and 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 develop and approve specifications for equipment and routine capital items listed within the budget, to include but not limited to: structural firefighting gear, safety equipment, firefighting equipment, breathing apparatus, extrication and rescue equipment, hazardous materials and response equipment as to ensure in-kind consistency throughout the unified system. The Fire Chief will provide to Richland County, apparatus (fire truck) specifications that may be used for purchasing of apparatus in the County (Service Area) in order to maintain consistency throughout the unified system.

j. A separate long-range capital replacement plan for large apparatus and vehicle and major station renovations shall be developed and presented to Richland County for consideration.

k. Equipment and vehicles purchased with Richland County or City of Columbia funds and used in the administration of this agreement will be stationed at stations for use in providing services as described in this agreement and annual budget appropriations. 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 unified operations as outlined in the agreement. However, as routine all equipment owned by the County will be stationed in County stations and equipment owned by the City will be stationed in City stations.

l. 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. Should either party (City or County) be

required to place its reserve apparatus or vehicles on the front line to supplement the others fleet, a charge to the station account 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.

m. The City of Columbia and Richland County will share cost of and jointly fund all support vehicles and staff vehicles assigned to overhead personnel as listed in Appendix A. All capital replacement costs for replacing such vehicles will be requested through each parties annual budget process for those vehicles needing replacements as funded and listed in each budget. The City and County budgets shall fund the cost of all vehicles repairs, replacements and fuel expenses 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 15 vehicles each totaling 30 overhead vehicles.

n. Richland County under the terms of this agreement will fund one staff position within the following City of Columbia departments to off-set such costs associated with the management of career and volunteer personnel within the Richland County Service Area; one (1) Human Resources Specialist position and one (1) Payroll Supervisor position within the finance/payroll department, as budget funding becomes available during the term of this agreement.

o. Richland County agrees to establish a fund amount of \$15,000 within the annual County Fire Budget to be used for legal fees and costs incurred by the City of Columbia for consultation with or legal services provided by City of Columbia labor counsel when the employment issue involves any employee paid from the Richland County fire budget or if a volunteer.

### **13. ANNEXATION**

All County stations will remain the property of Richland County. In the event the City of Columbia should annex any area located in the County Service Area that contains a County fire station, Richland County may in its sole and exclusive discretion, offer to sell the station to the City of Columbia upon such terms and conditions as Richland County and the City of Columbia may mutually agree.

### **14. TERMS**

a. This agreement shall be effective as of July 1, 2012.

b. The term of this agreement shall be for five (5) years and may be renewed by consent and agreement of both parties for an additional five (5) years.

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).

## **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

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

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

d. **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.

e. **SEVERABILITY:** If any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

f. **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.

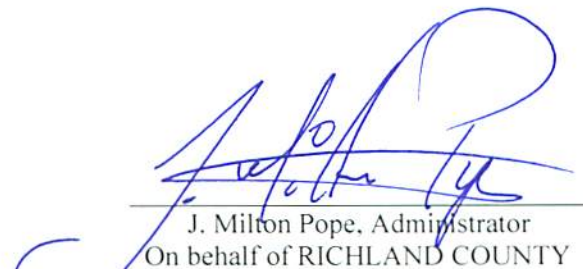
g. NON-APPROPRIATION: Notwithstanding anything in this Agreement to the contrary, the City's and the County's obligations to pay the costs of performing its obligations under this Agreement shall be subject to and dependent upon appropriations being made from time to time by the City Council and County Council for such purpose.

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


WITNESSES:

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_  
J. Milton Pope, Administrator  
On behalf of RICHLAND COUNTY

WITNESSES:

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_  
Steven Gantt, City Manager  
On behalf of CITY OF COLUMBIA



**APPENDIX A**

**PERSONNEL (OVERHEAD)**

#	POSITION	#	POSITION
1	Fire Chief	1	Health & Safety Chief
1	Deputy Chief	1	Volunteer Coordinator
2	Assistant Chief	1	Senior Staff Assistant
1	Division Chief (Administration)	1	Administrative Coordinator
1	Special Operations Chief	1	Computer Operator
1	Shift Staffing Chief	1	Public Educator/Recruiting Officer
1	Public Information Officer	4	Administrative Secretary
1	Chief of Training	1	Logistics Chief
4	Training Captain	1	Logistics Support Technician
1	Training Coordinator	1	Breathing Apparatus Technician
3	Division Chief (Suppression)	1	Materials Inventory Clerk
	<b>Total</b>	<b>31</b>	

31 overhead positions are equally funded by Richland County and the City of Columbia, which includes salaries plus benefits listed within each parties respective administrative budgets.

**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 station budget as listed in Appendix B.1 & B.2.

#	POSITION
15	Battalion Chief

**APPENDIX A**

**OVERHEAD (VEHICLES)**

<b>#</b>	<b>CITY- FUNDED</b>	<b>#</b>	<b>COUNTY - FUNDED</b>
1	Fire Chief	1	Deputy Chief
1	Assistant Chief	1	Assistant Chief
1	Division Chief (Administration)	1	Special Operations Chief
1	Division Chief (Suppression)	1	Shift Staffing Chief
1	Public Information Officer	1	Chief of Training
1	Health & Safety Chief	1	Volunteer Coordinator
1	Logistics Chief	1	Logistics Support Technician
1	Breathing Apparatus Technician	1	Training Captain
1	Training Captain	1	Training Captain
1	Training Captain	1	Battalion Chief (Suppression)
1	Battalion Chief (Suppression)	1	Battalion Chief (Suppression)
1	Battalion Chief (Suppression)	1	Battalion Chief (Suppression)
1	Reserve Response Vehicle	1	Reserve Staff Vehicle
1	Reserve Staff Vehicle	1	Reserve Staff Vehicle
1	Reserve Staff Vehicle	1	Reserve Staff Vehicle
<b>15</b>	<b>Total</b>	<b>15</b>	<b>Total</b>

The listed vehicles are assigned to emergency response personnel and support staff and will be equally funded by Richland County and the City of Columbia to include all fuel cost, repairs and maintenance cost and listed within each parties respective budgets. Future replacement vehicles will be requested and funded through each respective budget process. These vehicles support the entire operations of the Unified Fire Service.

**APPENDIX B  
B.1**

**PERSONNEL**

**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 Career	Engine 1/Haz-Mat 1 Relief Personnel***	2*	6 33.5	0
14 - Dentsville	Career	Engine 14 Ladder 14	4 4	12 12	0 0
15 - Cedar Creek	Satellite	Engine 15 Tanker 15 Brush Truck 15	0 0 0	0 0 0	10
17 - Upper Richland	Combination	Engine 17 Tanker 17 Brush Truck 17	1 1 0	3 3 0	20
18 - Crane Creek	Combination	Engine 18 Tanker 18 Brush Truck 18	1 1 0	3 3 0	20
19 - Gadsden	Combination	Engine 19 Tanker 19 Brush Truck 19	1 1 0	3 3 0	20
20 - Ballentine	Combination	Engine 20 Tanker 20 Brush Truck 20 Rescue 2	1 0 0 4**	3 0 0 12	20
21 - Springhill	Satellite	Engine 21 Tanker 21 Brush Truck 21	0 0 0	0 0 0	10
22 - Lower Richland	Combination	Engine 22 Tanker 22 Brush Truck 22 Battalion 4	1 0 0 1	3 0 0 3	20
23 - Hopkins	Combination	Engine 23 Tanker 23 Brush Truck 23 Rescue 5	1 0 0 4**	3 0 0 12	20
24 - Sandhill	Combination	Engine 24 Battalion 3	4 1	12 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	1 0 0 4**	3 0 0 12	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	1 0 0 4**	3 0 0 12	20
30 - Capital View	Combination	Engine 30 Tanker 30 Brush Truck 30	1 1 0	3 3 0	20
31 - Leesburg	Combination	Engine 31 Tanker 31 Brush Truck 31	4 0 0	12 0 0	0
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
<b>TOTAL</b>			<b>67</b>	<b>234.5</b>	<b>260</b>

Units located in rural areas of the County are staffed with two (2) career personnel and an active volunteer roster. One individual is assigned to the Engine, while the other is assigned to the Tanker or Brush Truck. Units located in suburban areas are staffed with four (4) career personnel. The County Rescue units will be staffed with four (\*\*4) career personnel in order to handle the technical functions they must serve, as well as operating as a centrally located man-power force to augment volunteer response fluctuations.

Units with one career member are co-located with another career staffed unit.

\*Engine/Haz-Mat 1 unit is staffed with four (4) career personnel, but funded equally by Richland County and the City of Columbia at two (2) personnel each. This unit supports the entire Unified Fire Service.

\*\*During the term of this agreement, the 4<sup>th</sup> career firefighter positions listed in Appendix B.1 for County Rescue's may be funded by Richland County at one (1) additional position each year or as budget funds become available or as staffing allows.

\*\*\*Relief personnel are listed and funded from the County Station 1 budget for reporting purposes. These 33.5 positions are for backfill relief during permissive leave and are used to cover staffing exceptions based on the 3.5 fire shift staffing ratio (factor).

**APPENDIX B  
B.2**

**PERSONNEL**

**City- (Fire Shift Career Staffing) by Station**

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

\*Engine 1/Haz-Mat 1 unit is staffed with four (4) career personnel, but funded equally by Richland County and the City of Columbia at two (2) personnel each. This unit supports the entire Unified Fire Service.

\*\*Relief personnel are listed and funded from the City 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 3.5 fire shift staffing ratio (factor).