



Richland County Council

SPECIAL CALLED MEETING

June 27, 2017 – 5:30 PM

Council Chambers

2020 Hampton Street, Columbia, SC 29201

COUNCIL MEMBERS PRESENT: Joyce Dickerson, Chair; Bill Malinowski, Vice Chair; Norman Jackson, Gwendolyn Kennedy, Paul Livingston, Jim Manning, Yvonne McBride, Dalhi Myers, Greg Pearce, and Seth Rose

OTHERS PRESENT: Michelle Onley, Kevin Bronson, Brad Farrar, Jamelle Ellis, Sandra Yudice, Sandra Haynes, Ismail Ozbek, Kim Roberts, Quinton Epps, Nancy Stone-Collum, Brandon Madden, Michael Byrd and Gerald Seals

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 5:30 PM.
2. **ADOPTION OF THE AGENDA** – Ms. Kennedy moved, seconded by Ms. Myers, to adopt the agenda as distributed. The vote in favor was unanimous.
3. **INTERGOVERNMENTAL AGREEMENTS**

- a. **Inter-Governmental Agreement between Richland County and City of Columbia for Animal Care Services** – Mr. Bronson stated before Council tonight is a renewal of an intergovernmental agreement with the City of Columbia to manage animal care. This would be an extension of the current contract.

The City of Columbia requested a fee increase per animal, per night. Because the request came in after budget development, staff did not incorporate the increase into the County budget. Therefore, staff is not recommending the fee increase. The City of Columbia has been informed staff would be recommending not to proceed with the fee increase in either year of the biennium budget. Beginning in FY19-20, the CPI would then become effective for an increase.

Mr. Pearce moved, seconded by Mr. C. Jackson, to approve the intergovernmental agreement.

Mr. Malinowski stated he understands if the CPI increases the fee increases, but does not understand why if the CPI decreases the fee would remain the same.

Mr. Bronson stated if Council would like that adjusted staff would adjust the language accordingly.

Mr. Malinowski requested a friendly amendment that if the CPI decreases, the fee would decrease.

Mr. Pearce accepted the friendly amendment.

Mr. Manning and Ms. Myers expressed concern with Mr. Malinowski's friendly amendment to decrease the fee based on the CPI.

Mr. Pearce withdrew his acceptance of the friendly amendment.

Mr. Malinowski made a substitute motion to direct the Animal Care personnel to determine what fees are necessary to cover the costs. The motion died for lack of a second.

Mr. Malinowski requested an explanation of “Collection of County Differential License Fee”.

FOR
Pearce
Rose
C. Jackson
N. Jackson
Dickerson
Myers
McBride

AGAINST
Malinowski
Kennedy

The vote was in favor.

- b. Inter-Governmental Agreement between Richland County and City of Columbia for E911 Services – Mr. Bronson stated the item before Council is a one year extension of the 911 Service Agreement between Richland County and the City of Columbia. Currently the County contracts with the City of Columbia to run one system for 911 services across the County.

Administration has spoken with the Sheriff’s Department and there are concerns about the management of the 911 operations. Over the course of the next year, County staff will endeavor to pursue a 911 facility operated or managed by Richland County. Should the County establish a 911 operation, the County may terminate the contract with 120 days’ notice to the City of Columbia.

Mr. Pearce moved, seconded by Mr. Rose, to approve staff’s recommendation.

Mr. Malinowski inquired if the oversight committee has met with the CRC 911 Director has outlined in the agreement.

Mr. Byrd stated 2 of the 4 meetings has been held.

Mr. Malinowski inquired if the concerns of the entities (i.e. Sheriff’s Department) had been brought to the committee’s attention.

Mr. Byrd stated the concerns have been expressed at these meetings. Furthermore, as issues have come up they have been addressed immediately with CRC 911 staff.

Mr. Malinowski inquired as to why the concerns have not been acted up or resolved.

Mr. Byrd stated he could not answer that, but that the issues have been brought to the attention of the 911 staff.

Mr. Malinowski requested Council be provided with the issues the entities expressed prior to the end of the agreement.

Mr. Malinowski inquired as to why the City has until February to provide their budget to the County when County entities have to provide their budget in January.

Mr. Byrd stated the City has had a hard time providing their budget by the County’s deadline in January.

FOR
Pearce
Rose
C. Jackson
N. Jackson
Malinowski
Dickerson
Livingston
Kennedy
Myers
Manning
McBride

AGAINST

The vote in favor was unanimous.

- c. Inter-Governmental Agreement between Richland County and the City of Columbia for Fire Service – Mr. Bronson stated before Council is the intergovernmental agreement with the City of Columbia for Fire Service. Some items of importance are as follows:

1. ORGANIZATION – Continuation of Fire Advisory, which would consist of (1) County Councilmember; (1) City Councilmember; County Administrator and/or his designee; the City Manager and/or her designee; the County Emergency Services Director; Columbia Assistant City Manager; and the Fire Chief.

The Fire Advisory Committee and the County Administrator will provide input into the Fire Chief's Annual Performance Review submitted in writing to the City Manager.

2. FIRE STATIONS – The City will be responsible for damage to stations not covered by County insurance. Presently, if it is not covered by County insurance the County pays the bill even if it is City staff driving County vehicles doing the damage.
3. PERSONNEL – The overhead personnel costs would be jointly funded by the City and the County. Delineated as follows:

(b) The overhead personnel costs would be jointly funded by the City and the County based on minimum staffing levels;

(c) ...personnel costs tracking;

(d) The Fire Chief or his designee will endeavor to maintain the established minimum staffing levels for fire shift on a daily basis

(e) ...quarterly reports

(f) Personnel funded by Richland County will be stationed in the Service Area and personnel funded by Columbia will be stationed in areas inside the Columbia City limits

4. COUNTY – All Richland County buildings (excluding fire stations), vehicles and large pieces of equipment will be insured by Richland County. The City, pursuant to Section 12.d....shall be required to pay its proportional share (52.6%).

5. COLUMBIA – The Fire Chief will present to Richland County a comprehensive quarterly report. Failure of the City to provide the reports would constitute a breach of contract.

The City will be required to maintain County equipment at the same level as City equipment.

Maintenance of County vehicles will be conducted through the County's fleet services program.

6. EQUIPMENT – City is to maintain correct inventory of County assets, quarterly maintenance reports, year-end inventory of the assets, and Richland County-Columbia to be displayed on the vehicles.
7. OPERATIONAL IMPLEMENTATION – The City and County mutual and automatic aid would continue to be in full force and effect.
8. VOLUNTEER FIREFIGHTERS – The Worker's Compensation insurance for volunteer firefighters would enhance the present statutory worker's compensation benefits.
9. FIREFIGHTER TRAINING – All firefighters would receive the same training.
10. PUBLIC PROTECTION CLASSIFICATION – Maintain ISO rating throughout the term of the contract.
11. FINANCIAL/ACCOUNTABILITY – The Fire Chief will work directly with the EOC Director to draft an annual budget.

The City covers 52.6% of the annual all-in costs for Fire Service and the County covers 47.4%. The contract would maintain that ratio.

12. ANNEXATION – Should the City grow its boundaries there would be an annual adjustment in the budget.
13. TERMS – The contract would be in effect for five (5) years.
14. MISCELLANEOUS – A Liquidated Damages section was added to the contract. Should something be noted there is a cure period of approximately (30) days. Failure to correct the matter would result in a \$250/day liquidated damages fee.

Mr. Bronson noted the contract is before Council for review and it is requested the contract be approved. It was noted the City of Columbia has not approved the contract. Should the City amend the contract, it would be brought back to Council for consideration.

Mr. Malinowski questioned the following language in Sec. 3(a) – FIRE STATIONS:
...City agrees to pay the County for any damage not reimbursed to the County by insurance. Since the County is self-insured it would seem that if the City does the damage, they would pay for the damages.

Mr. Bronson stated there are deductibles within the insurance; therefore, if the deductible should come into play the City would be responsible for paying the deductible.

Mr. Farrar suggested deleting the following language from Sec. 3(a) ...*not reimbursed to the County by insurance*. This will address Mr. Malinowski's concerns with the contract language.

Mr. Malinowski inquired if the "days" mentioned throughout the document are business days or calendar days. He also expressed frustration that Council was not provided with the Appendices prior to the meeting.

Mr. Malinowski further inquired as to why County equipment would be assigned to the City of Columbia.

Mr. Bronson stated the intent is that County-owned equipment should be in County fire stations, but the equipment is under the direction of the Fire Chief.

Mr. Byrd offered clarification in that hoses, axes, etc. are assigned to the Fire Chief to be used operationally.

Mr. Pearce moved, seconded by Mr. Malinowski, to recess the meeting until immediately after the Administration & Finance Committee.

<u>FOR</u>	<u>AGAINST</u>
Pearce	
Rose	
C. Jackson	
N. Jackson	
Malinowski	
Dickerson	
Livingston	
Kennedy	
Myers	
Manning	
McBride	

The vote in favor of recessing the meeting was unanimous.

The meeting recessed at approximately 6:01 PM and reconvened at approximately 6:36 PM.

Mr. Malinowski inquired as to why the staff position funded by the County is not housed at a County building instead of the City of Columbia.

Mr. Seals stated there is nothing that prevents the County from having language to address this matter.

Mr. Malinowski stated the decrease in the proportional amount due to annexation should take place within 30 calendar days of annexation instead of taking effect on July 1st after the annexation.

Ms. Myers moved, seconded by Mr. Rose, to allow staff time to receive all of Council's proposed modifications in writing and bring the document back to the July 11th Council meeting for consideration.

Ms. Kennedy requested that all of the stations in District 7 are manned.

Mr. N. Jackson stated staff should determine where the position funded by the County would be most effective.

Mr. Pearce thanked Mr. Bronson for his work on the Fire Service Agreement.

Mr. Bronson stated staff would need to receive all comments by July 6th in order to ensure the modifications are made and included on the Council agenda.

<u>FOR</u>	<u>AGAINST</u>
Pearce	
Rose	
C. Jackson	
N. Jackson	
Malinowski	
Dickerson	
Livingston	
Kennedy	
Myers	
Manning	
McBride	

The vote in favor was unanimous.

4. **CONTRACTS**

- a. Council Chamber Renovations – Mr. Malinowski moved, seconded by Mr. Manning, to go into Executive Session to receive legal advice.

Council went into Executive Session at approximately 6:47 PM
and came out at approximately 6:55 PM.

Mr. Manning moved, seconded by Mr. Livingston, to proceed with the complete Chamber renovations.

Mr. Malinowski made a substitute motion, seconded by Mr. Pearce, to direct the Administrator to come back with more specific information in the base bid, specifically what ADA requirement costs will be.

<u>FOR</u>	<u>AGAINST</u>
Pearce	Rose
Malinowski	C. Jackson
	N. Jackson
	Dickerson
	Livingston
	Kennedy
	Myers
	Manning
	McBride

The substitute motion failed.

FOR
C. Jackson
N. Jackson
Dickerson
Livingston
Kennedy
Myers
Manning
McBride

AGAINST
Pearce
Rose
Malinowski

The vote was in favor of proceeding with the complete Chamber renovations.

5. **ADJOURNMENT** – The meeting adjourned at approximately 6:57 PM.