

ORIGINAL
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RESOLUTION NO.: R-2014-099

Authorizing the City Manager and Chief of the Fire Department to execute an Intergovernmental Agreement between Richland County and the City of Columbia for the Columbia and Richland Fire Department and Richland County Utilities utilization of Fire Hydrants on the Hopkins Water System

BE IT RESOLVED by the Mayor and City Council this 18th day of November, 2014, that the City Manager is authorized to execute the attached Intergovernmental Agreement, or on a form to be approved by the City Attorney, between Richland County and the City of Columbia for the Columbia and Richland Fire Department and Richland County Utilities utilization of fire hydrants on the Hopkins water system.

Requested by:

City Manager _____



Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 11/18/2014

Final Reading: 11/18/2014

- 16.2.13.2 Hydrants shall be of the size commercially recognized as five and one fourth (5 ¼) inch hydrants. Hydrants shall include all materials necessary to bring the hydrant to its location above finished grade, including extensions or offset fittings. Provide an offset fitting at sloped areas where required for the hydrant connections to be located above finished grade. Locate the offset between the shut-off valve and hydrant. Provide Grade Lok as manufactured by Assured Flow Sales, Inc. or approved equal.
- 16.2.13.2.1 During fire hydrant installation, all fire hydrant valves are to be restrained as close to the main line as possible with an approved hydrant tee or retaining gland (Megalugs or approved equal).
- 16.2.13.3 Operating nuts shall open right.
- 16.2.13.4 Hydrants approved for use are as follows:

Mueller – Centurion
M&H Style 929 Reliant (Epoxy Shoe Only)
CLOW – Medallion Series
American-Darling B-84-B-5

4. CRFD shall utilize its best efforts to use the minimum amount of water necessary for each flow test.

5. CRFD shall remove obstructions, such as brush or debris, from hydrants during normal testing by CRFD. Richland County Utilities shall be responsible for conducting periodic maintenance on hydrants, including, but not limited to, the removal of vegetation and other obstructions around hydrants. “Periodic” shall be defined as regular maintenance schedules consistent with ownership and primary caretaker status of the hydrants.

6. Upon discovery of out-of-service or defective hydrants by CRFD, Richland County Utilities will be promptly notified with the hydrant status and all available information on the specific nature of the defect. Out-of-service hydrants will be marked with an orange painted bonnet. The out-of-service status shall be tracked via the CRFD hydrant flow division spreadsheet. The County is responsible for the repair and/or replacement of marked out-of-service hydrant(s). Upon repair and/or replacement of the hydrant, the County shall contact the CRFD hydrant division for acceptance testing, repainting, and appropriate status update on the flow division spreadsheet.

7. Out-of-service or defective hydrants discovered by the County shall be promptly communicated to CRFD through Columbia Dispatch (tel: 252-2911). The County is responsible for marking out-of-service hydrants discovered in this manner with an orange painted bonnet. If necessary and requested by the County, and only upon agreement by the City, CRFD is able to mark said hydrant(s) with an orange painted bonnet. The County is responsible for the repair and/or replacement of the out-of-service hydrant(s). Upon repair and/or replacement of the hydrant, the

County shall contact the CRFD hydrant division for acceptance testing, repainting, and appropriate status update on the flow division spreadsheet.

8. Richland County Utilities shall provide CRFD dispatch with an emergency contact telephone number.

9. Richland County Utilities agrees that it shall have no claim against the City of Columbia for any act or omission of the City of Columbia, CRFD, or its employees arising out of the provisions of this agreement.

10. 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.

11. This Agreement represents the entire understanding and Agreement between the parties hereto and supersedes any and all prior negotiations, discussions, Agreements, whether written or oral, between the parties regarding the same. No amendment or modification to this Agreement or any other waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

12. This Agreement shall be interpreted pursuant to the laws of the State of South Carolina.

13. If any provision of this Agreement shall be interpreted to be void or unenforceable, all other provisions shall remain in full force and effect.

14. The captions and headings throughout this Agreement, if any, 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.

15. This Agreement shall not come into effect for the City of Columbia until such time as City Council has approved this Agreement and has authorized the City Manager to execute this Agreement. This Agreement is subject to change until such time as City Council has approved this Agreement and has authorized the City Manager to execute this Agreement.

IN WITNESS HEREOF, the parties, by their authorized representatives, have this _____ day of _____, 2014, set their respective hands and seals.

WITNESSES:

CITY OF COLUMBIA, SOUTH CAROLINA

Philip M. Galt

BY: Teresa B. Wilson
Teresa B. Wilson

ITS: City Manager

Cari M. Jeffers

RICHLAND COUNTY, SOUTH CAROLINA

BY: _____
Tony McDonald

ITS: County Administrator

APPROVED AS TO FORM
Janne Lisowski
Legal Department City of Columbia, SC