

STATE OF SOUTH CAROLINA

ORDINANCE NO. 21-23-799

COUNTY OF EDGEFIELD

AN ORDINANCE ADOPTING A REVISED FIRE SERVICES CONTRACT FOR FIRE DEPARTMENTS IN EDGEFIELD COUNTY TO PROVIDE FOR MUTUAL AID, DISTRIBUTION OF FUNDING AND OTHER MATTERS RELATED THERETO

WHEREAS, there are seven (7) established fire departments in Edgefield County, more specifically, the Edgefield Town, Johnston Town, Trenton Town, Merriwether, Northside, County Line, and Westside fire departments, which shall be funded under the terms of this contract, hereinafter referred to as “Contract”; and

WHEREAS, these departments are approved fire departments with certified ISO ratings and are members of the Edgefield County Fire Board, hereinafter referred to as the “Board”; and

WHEREAS, the purpose of said fire departments is to provide fire protection to the rural unincorporated and incorporated areas of the County, respond to fire calls within their assigned areas, and provide mutual aid as described herein within the boundaries of Edgefield County; and

WHEREAS, these fire departments have jointly agreed to serve on the Board.

NOW, THEREFORE, this Contract is entered into by and between Edgefield County and the established fire departments within the boundaries of Edgefield County, specifically the Edgefield Town, Johnston Town, Trenton Town, Merriwether, Northside, County Line, and Westside fire departments, with one representative from each fire department comprising the Board, and said departments are recognized as the only official fire departments authorized to operate within the boundaries of Edgefield County.

SECTION I

Territorial Boundaries and Existing Departments

The seven departments will answer fire calls within their assigned response areas, as determined by the attached map, within the unincorporated and incorporated areas of Edgefield County, respond to fire calls within their assigned areas, and provide mutual aid as described herein within the boundaries of Edgefield County. This Contract is entered into the aforementioned seven (7) fire departments, with each department having the response area designated to it by the map attached hereto, and with each fire department serving its designated response area for the entire term of this five-year Contract and any extensions thereof. These service areas may be altered by the Edgefield County Council only if a new department is officially established, or if one or more

departments ceases to exist, and then only after recommendations have been received from the respective fire departments and the Edgefield County Fire Board as stated in Section IX of this Contract.

SECTION II

Prioritization of Calls within Territorial Boundaries

All parties to this Contract acknowledge that any fire calls within a fire department's designated area shall take priority over any calls outside such department's designated area. Municipal fire departments shall take fire calls within their respective incorporated areas as priority and preference over calls from unincorporated areas, notwithstanding the fact that a municipal department's designated service area may include unincorporated areas.

SECTION III

Funding and Administration

Fire fighting equipment, manpower, training, and other legitimate activities of the fire departments hereto, pursuant to this Contract, shall be funded each year by an annual ~~ten (10) mill~~ county tax on all real, personal and other taxable property within unincorporated fire district areas, excluding taxation in the incorporated areas of Edgefield County. In each and every year for which this Contract remains in effect, and prior to any distributions provided for herein, a \$15,000 administrative charge shall be deducted from all collections made pursuant to this Contract, and such sums shall be paid to Edgefield County as an Administrative Charge. Said Administrative Charge shall be retained by Edgefield County for providing all administration of this program, including accounting for tax millage (revenues and expenditures), computer time, tax notices, for other administrative matters, and for new and existing emergency services, such as dispatching, communications equipment, ambulance services, and assistance by the Sheriff's Department. This \$15,000 charge shall be paid to the County's general fund only as monies are dispersed to the fire departments. The guaranteed minimum revenue to a fire department from non-vehicle taxation shall be \$45,000, with any shortfall in this minimum amount being made up through additional vehicle tax distributions to the affected departments.

In order for the tax millage agreed to under this Contract to be initiated, such millage shall first be levied by Edgefield County Council and the Edgefield County Auditor. The higher minimum of \$45,000 shall be in effect for distribution purposes no later than July 30, 2008. The ~~ten (10) mill~~ levy shall remain in effect for any extension of this Contract.

Each Edgefield County fiscal year (July 1 to June 30) and approximately in October, and prior to the date on which annual real property tax notices are mailed, the County Treasurer shall calculate percentages for the disbursement of funding according to property assessment values obtained from the County Tax Assessor, except for vehicle

taxes. These percentages shall be used to determine disbursements to all fire departments and the aforementioned \$15,000 administrative charge paid to Edgefield County's general fund. Said disbursements shall be made on or before the fifteenth (15th) of the month following each fiscal year quarter (i.e., on or before fifteenth day of each October, January, April, and July). The same annual fiscal year percentage, calculated for these non-vehicle taxes shall be used to calculate a vehicle tax fund. This vehicle tax fund, less vehicle tax monies paid to meet the aforementioned \$45,000 total minimum disbursement, shall be disbursed to each fire department based on the calculated percentages. ~~except that the calculated amount for Merriwether shall be disbursed equally among the other six (6) departments~~

If the Edgefield County Treasurer cannot determine the annual fiscal year percentages by the fifteenth day of October, the prior year's percentages shall be used to calculate payments for the first quarter (July through September), with appropriate adjustments being made in the second quarter's payment in order to compensate for any differences between the old and new percentages.

Any previous fire contract tax balances shall immediately be paid to the fire departments based on the current year's tax revenue percentages as stated above. All delinquent or other tax revenues derived from the previous fire tax contract shall be distributed to the proper fire departments upon collection, or by the end of any calendar quarter.

Delinquent or other collections received by the County Treasurer shall be paid on the same percentage basis and timetable set forth above. It is understood and accepted that if any of the fire departments in Edgefield County fails to generate the minimum required revenues of \$45,000 from non-vehicle taxes, that the difference to bring such departments up to the required minimum revenues be taken from ~~the vehicle taxes. Merriwether's portion of the vehicle taxes.~~

Edgefield County may procure fire services from the Ridge Spring Fire Department to service a portion of the Johnston Fire District. Payment for this service shall be by means of an annual \$3,000 lump sum payment subtracted from the Johnston Fire Department's total county funding. This payment shall be disbursed by the Edgefield County Treasurer to the Town of Ridge Spring no later than January 15th for each year during which a formal agreement between Edgefield County and the Town of Ridge Spring for this service remains in effect.

All funds collected by Edgefield County from the county fire tax shall be deposited in a separate fund designated as the Edgefield County Fire Fund, with all current taxes, delinquent taxes, tax penalties, interest or other monies so derived being deposited therein on a regular basis, as mandated by the County's independent auditors and tax law regulations. In no event shall any of these monies derived directly or indirectly from the county fire tax be used by Edgefield County for purposes other than those specifically described herein. All funds shall be invested in FDIC insured, interest-bearing accounts in local banks and/or the State Treasurer's Investment Pool, as per the discretion of the

Edgefield County Treasurer, so as to maximize interest income in a manner consistent with ensuring the safety of these funds.

All fire tax monies, direct or indirect, including interest thereon, shall be accounted for by the Edgefield County Treasurer and audited annually (revenues and expenditures) by the County's independent auditors, with copies of excerpts of appropriate sections being provided to each fire department funded by Edgefield County. Such excerpts shall show the revenues received per district on all non-vehicle taxes, the total of all vehicle taxes and amount paid or held for each district, together with a report on total disbursements to each fire department in Edgefield County. The County's independent auditors shall also conduct standard random testing to reasonably assure that tax revenues collected and assessed are applied to the appropriate fire districts. This report, as stipulated, shall be mailed to each fire department within thirty (30) days after Edgefield County Council accepts its annual audit reports.

SECTION IV

Terms of Contract

The period of this Contract shall be for five (5) years, commencing ~~July 1, 2007~~ **October 4, 2023**, and continuing through ~~June 30, 2012~~ **October 4, 2028**, and shall automatically renew for additional five-year terms unless amended or terminated in accordance with Sections XIII and XV of this Contract. This agreement shall supersede any existing fire contract for fire services within the boundaries of Edgefield County.

SECTION V

Reporting Requirements for Tax Collections

The County of Edgefield shall be entitled to collect a county fire tax, as provided for herein, on all real, personal, manufacturing and other property from property owners outside the Corporate Limits of the three (3) municipalities, with such sums being expended as per Section III above. An independent audit report on all revenues and expenditures of the county fire tax (real, personal, manufacturing, fees, penalties, interest and assessments, etc.) broken down per fire district for the entire county shall be provided as stipulated in Section III above. All of the county fire tax revenues collected by the Edgefield County Treasurer shall be received and distributed in accordance within the parameters established under this Contract.

SECTION VI

Mutual Aid

Calls for mutual aid in the suppression of non-structure fires shall be at the discretion of the responding fire department's officer in charge. In the case of structure fires only, mutual aid shall be automatic in the unincorporated areas. In these cases, the County's

911 emergency dispatch service shall automatically notify the next closest fire department of such structure fires, except that calls initiated by alarm systems indicating structure fires shall first be confirmed by an alternate source prior to mutual aid being dispatched. All mutual aid, as described herein, shall be provided at no charge to departments receiving such mutual aid.

SECTION VII

Legal Responsibility

The County of Edgefield will assume the cost of any and all litigation, and the costs associated with any and all judgments resulting from the lack of equipment needed in responding to calls in the unincorporated areas, provided reasonable care is exercised by the respective fire departments answering such calls. In responding to fire calls in the unincorporated areas, municipal fire departments shall, in this same manner, be held harmless from litigation and judgment costs. Nothing in this section shall be construed as indicating that Edgefield County is liable for actions by any fire department personnel undertaken outside the scope of their normal duties.

SECTION VIII

Response and Reporting Requirements

The designated/assigned fire departments will not be required to send more than six (6) firefighters, one (1) fire truck and one (1) water truck on any calls outside their respective fire districts. Municipal fire departments may limit equipment and men as herein stated for fire calls to unincorporated areas within their designated/assigned areas.

Within thirty (30) days of a fire call (structure fire only) each fire department must submit a copy of the fire report to the Edgefield County Tax Assessor's office.

SECTION IX

Addition of New Departments to Contract

It is understood that if additional fire departments within Edgefield County become certified/rated, they shall be granted territorial boundaries, provided that such boundaries do not encroach upon a five (5) mile radius of another department. It shall be the responsibility of Edgefield County, upon review of the Edgefield County Fire Board, to establish new boundary lines immediately after certification of any new fire department, and to provide good legible boundary maps for all parties to this contract, and to appropriately reassign assessed tax valuations in accordance with the approved map changes. Likewise, Edgefield County shall be charged with these same responsibilities whenever a department ceases to exist.

SECTION X

Financial Reporting and Penalties for Failure to Provide Audit Reports

Each fire department shall provide the County Treasurer with appropriate excerpts from its independent audit report, which report shall contain an audit of all revenues and expenditures of all funds derived from Edgefield County. Said audit report shall be supplied to the Edgefield County Treasurer no later than one hundred, twenty (120) days after the county submits copies of its annual audit to the fire department. Should any fire department fail to submit its annual audit report in a timely manner, further payments provided for under this contract may be stopped until such audit report is submitted, or until sufficient documentation of expenditures is received and approved by the Edgefield County Treasurer. Any fire department failing to submit an independent audit report shall be subject to being placed on a cash reimbursement basis at the discretion of the departments utilizing the County's independent auditing firm to produce all necessary documentation to said independent auditors in a timely manner. Moreover, Edgefield County shall assume the cost of said audit reports for all fire departments located in the unincorporated areas, provided said departments utilize the County's independent auditing firm.

SECTION XI

Provision of Ambulance Services and Exemption from Charges

The Edgefield County Ambulance Service shall be available at no charge for assistance when there is a fire call, or for related fire department activities or drills, so long as assistance is requested by the officer in charge of the equipment of the fire department. However, this exemption from charges shall not extend to private individuals transported by the ambulance service in connection with medical emergencies associated with fire calls. Instead, the exemption shall apply to fire departments and responding fire department personnel only.

SECTION XII

Sheriff's Department to Provide Traffic Control

The Edgefield County Sheriff's Department shall handle necessary traffic control at no additional charge and will provide all necessary dispatching for all fire calls at no additional charge.

SECTION XIII

Amendments to Contract

Any changes to this Contract by the fire departments, the Board, or Edgefield County, must be submitted in writing and agreed upon by **all a supermajority (5-2)** of the fire

departments which are parties to this contract and a majority of the Edgefield County Council.

SECTION XIV

Resolution of Complaints

To alleviate problems and improve the coordination of proper communications, the following communications guidelines shall be adhered to by all fire department personnel, officers, and any other personnel on or a party to the fire departments in Edgefield County, including the municipal fire departments. All fire department recommendations, complaints, and concerns relative to fire protection services in Edgefield County shall be directed in writing to the Board. The Board will review and determine within thirty (30) days whether or not such matters should be forwarded to Edgefield County Council in writing. If so, the Board, through its designated representative, shall submit in writing said matter to the Edgefield County Council, and shall submit copies of such correspondence to all affected fire departments. In turn, Edgefield County Council shall provide a written response to the Board, with copies of said response being sent to affected fire departments, within sixty (60) days after receipt.

~~All communications between the fire department, the Board, and Edgefield County, are to be in writing without personal oral presentations, unless such presentation is requested in writing by Edgefield County Council.~~ Any fire department personnel, officers, or other personnel on or a party to the fire department in Edgefield County shall be subject to automatic dismissal from the fire department for breach of this policy. This procedure shall not be circumvented by utilization of other parties to represent, or in other ways present, matters relative to the fire departments to Edgefield County Council.

SECTION XV

Terms of Contract and Extension Thereof

This contract may be terminated by any party hereto, for its part, upon notice in writing submitted to the appropriate governing bodies at least six (6) months prior to the end of any five-year term, with the first term beginning on ~~July 1, 2007~~ **October 4, 2023**, and ending on ~~June 30, 2012~~ **October 4, 2028**. This Contract shall automatically renew itself for successive five-year terms in this same manner, unless appropriate notice is given at least six (6) months in advance of the expiration of any five-year term.

SECTION XVI

Severability

If any provision or any portion of this Contract is held unconstitutional, invalid, or unenforceable, the remainder of this Contract shall be deemed severable, and shall not be affected and shall remain in full force and effect.

SECTION XVII

Redistribution of Revenues Resulting from Reduction in Number of Departments

This contract shall continue in force as long as at least four (4) fire departments are in agreement to continue to provide fire protection to Edgefield County under its terms. Any fire department that may default or elect to discontinue its participation in this contract shall not be eligible for any Edgefield County fire tax revenue. Revenues so abandoned by fire departments shall be redistributed in accordance with newly-drawn territorial boundaries, as approved by all remaining parties to this Contract.

SECTION XVIII

Edgefield County Fire Board Membership and Terms

The board shall be comprised of seven (7) members, one (1) from each fire department recognized under this Contract. Each fire department shall recommend one (1) representative to Edgefield County Council for approval. Terms of office for members of the Board shall be ~~one (1) year~~ **four-(4) years staggered, which shall be coterminous with the calendar year.** Recommendations to Edgefield County Council shall be due no later than ~~February~~ **December 15th of each every other year for consideration in the March County Council meeting.** The Board shall be responsible for adopting its own rules of procedure, the election of its officers, and the scheduling of its meetings, except that the Board shall be required to meet at least once each calendar quarter.

Ordinance No. _____

ATTEST

Aretha Eubanks, Clerk to Council

**Dean Campbell, Chairman
Edgefield County Council
Date** _____

**Edgefield Municipal Fire
Services Association**

ATTEST

Charlotte L. Cheatham, Clerk

**W. Ken Durham, Mayor
The Town of Edgefield
Date** _____

ATTEST

Angel Melton, Clerk

Thomas Holmes, Mayor
The Town of Johnston
Date _____

ATTEST

Sandra H. Grandy, Clerk

Wilbur Y. Padgett, Jr., Mayor
The Town of Trenton
Date _____

Ordinance No. 06-07-589

ATTEST

Joey Smith, Fire Chief

Ricky Moxley, Fire Board Member
Merriwether Fire Department
Date _____

ATTEST

Tim Malcolm, Fire Chief

Tracey Freeman, Fire Board Member
County Line Fire Department
Date _____

ATTEST

Bobby Allen, Fire Chief

Bobby Allen, Fire Board Member
Westside Fire Department
Date _____

ATTEST

Devon Brown, Fire Chief

Dexter Bowman, Fire Board Member
Northside Fire Department
Date _____

Edgefield County Council

First reading August 8, 2023
Public Hearing September 5, 2023
Second reading September 5, 2023
Third reading October 3, 2023