

ORDINANCE 4443

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRE SERVICE AGREEMENT WITH THE DARLINGTON COUNTY, AND OTHER MATTERS RELATED THERETO.

BE IT ORDAINED, BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HARTSVILLE, IN COUNCIL ASSEMBLED:

Section 1. Certain Findings and Determinations.

The City of Hartsville, South Carolina (the “*City*”) hereby finds and determines:

(A) Darlington County, South Carolina (the “*County*”), acting through Darlington County Council, as the governing body of the County (the “*County Council*”), is empowered by the provisions of Chapter 19 of Title 4 of the Code of Laws of South Carolina, 1976, as amended (the “*Enabling Act*”), to designate areas of the County where fire protection services may be furnished by the County and to make provision for the furnishing of such fire protection services within such designated areas; and

(B) Pursuant to the provisions of the Enabling Act, the holding of the South Carolina Supreme Court in *City of Darlington, et al. v. Robert L. Kilgo, Jr., et al.*, 302 SC 40; 393 S.E.2d 397 (1990)¹, and Ordinance 97-20 enacted by County Council on September 15, 1997, as amended by Ordinance 13-01 dated March 4, 2013 (the “*Creation Ordinance*”), the County Council previously created the Hartsville Fire Protection District (the “*District*”); and

(C) In establishing the District, the Creation Ordinance stated, “[i]n order to provide fire protection services to all persons and properties in the area surrounding [the City of] Hartsville on an equitable and comprehensive basis, the County Council has determined to create a fire protection district in the area in question and to contract with [the City of] Hartsville for provision of fire protection services in the area”; and

(D) Thereafter, the County and the City entered into a Fire Service Agreement dated October 14, 1997, as amended on January 21, 2003 (as amended, the “*Original Agreement*”); and

(E) The term of the Original Agreement has subsequently expired; and

(F) The provisions of the Creation Ordinance state that in the event the Original Agreement is terminated or expires and within six months thereafter is not either (i) renewed or (ii) replaced with an alternative agreement, then the existence of the District shall be terminated; and

(H) While the Original Agreement expired more than six months ago, the City does not desire for the District to be terminated and has requested that the County reaffirm, ratify and validate

¹ The City of Hartsville previously provided fire service by individual contracts within a five-mile radius outside its municipal boundaries; such area constituted a “service area” under the Enabling Act and therefore the County, absent an agreement with the City of Hartsville, could not provide service within such area.

the existence of the District, adding certain authorizations as permitted by the Enabling Act; and

(I) The City, upon the validation and continuation of the District by the County, intends to authorize the execution and delivery of a new Fire Service Agreement with the County (the “*Fire Service Agreement*”), the form of which is attached hereto as Exhibit A; and

Section 2. Authorization of Fire Service Agreement; Further Action.

(A) The City Council of the City of Hartsville, as the governing body of the City (the “*Council*”) has reviewed the Fire Service Agreement, the form of which is attached hereto as Exhibit A. The Fire Service Agreement shall be executed and delivered on behalf of the City by the City Manager (the “*Manager*”) and attested to by the City Clerk. Upon such execution, the Council shall be timely informed of the execution of the Fire Service Agreement. The consummation of the transactions and undertakings described in the Fire Service Agreement and such additional transactions and undertakings as may be determined by the Manager in consultation with counsel to be necessary or advisable in connection therewith, are hereby approved.

(B) In providing its approval of the Fire Service Agreement, the Council explicitly reserves, and does not delegate, all rights, duties or actions respecting substantive revisions to the Fire Service Agreement; Council is authorizing and directing the ministerial completion of any minor details reflected in the current form of the Fire Service Agreement and the action of executing and delivering the Fire Service Agreement on behalf of the City.

(C) Material deviations of the Fire Service Agreement shall require subsequent approval of the Council. Should the Fire Service Agreement require a material revision after the approvals granted by this Ordinance, such revisions shall be presented to the Council for its consideration and approval prior to any execution and delivery of such agreement. As used herein, “material deviation” means any change or adjustment to the economic terms of the Fire Service Agreement and the rights and responsibilities of the City thereunder different from in the form of the Fire Service Agreement provided to the Council on the date of enactment of this Ordinance.

(D) In connection with the execution and delivery of the Fire Service Agreement, the Manager is additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as he shall deem necessary or advisable.

Section 3. Effective Date. This Ordinance shall become effective after final reading hereof.

Section 4. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance, or the Fire Service Agreement is, for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of the Ordinance or the Fire Service Agreement.

Done and Enacted by the City Council of City of Hartsville, South Carolina, this ___ day of _____, 2022.

CITY OF HARTSVILLE, SOUTH CAROLINA

Casey Hancock, Mayor

(SEAL)

ATTEST:

Sherron L. Skipper, City Clerk

First Reading: July 26, 2022
Public Hearing: August 9, 2022
Second Reading: _____, 2022

EXHIBIT A

FORM OF FIRE SERVICE AGREEMENT