

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF DARLINGTON )

ORDINANCE NO. 22-13

**An Ordinance To Reconstitute and Reestablish The Hartsville Fire Protection District In Darlington County, South Carolina Pursuant To Title 4, Chapter 19 Of The Code Of Laws Of South Carolina, 1976, As Amended, To Approve The Annual Levy And Collection Of Ad Valorem Taxes And The Imposition Of Rates And Charges For The Operation And Maintenance Thereof, To Authorize The Issuance Of General Obligation Bonds On Behalf Of The District From Time To Time, And Other Matters Relating Thereto**

BE IT ORDAINED BY THE DARLINGTON COUNTY COUNCIL, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

**ARTICLE I**

**FINDINGS OF FACT**

As an incident to the adoption of this Ordinance, and the reconstitution and reestablishment of the Hartsville Fire Protection District, Darlington County Council, finds that the facts set forth in this Article exist, and the statements with respect thereto herein made, are true and correct.

**Section 1.01**

Pursuant to the provisions of Chapter 19 of Title 4 of the Code of Laws of South Carolina, 1976, as amended (the "Enabling Act"), the Darlington County Council (the "Council"), the governing body of Darlington County, South Carolina (the "County"), is empowered to establish, operate and maintain a system of fire protection facilities within designated areas of the County in order to provide the residents and property owners who reside and own property located within the designated areas with fire protection services.

**Section 1.02**

Pursuant to Ordinance 97-20 (the "Original Ordinance") an unincorporated area of the County has previously been demarcated and established as a special tax fire district designated the Hartsville Fire Protection District (as reconstituted and reestablished herein, the "District")

**Section 1.03**

Council has undertaken a study of the efficiency and effectiveness of the provision and financing of fire protection through the District, including the renewal of a contract with the City of Hartsville to provide fire protection service within the District, and has determined that it will be in the best interests of the County to reestablish and reconstitute the District utilizing the provisions of Chapter 19 of Title 4 of the

TRUE CERTIFIED COPY  
CLERK OF COURT/RMC  
DARLINGTON COUNTY, S.C.

Code in order to make provision for certain matters necessary for the proper functioning of the District, including without limitation the establishment of the current boundaries of the District and the power of the County to issue general obligation bonds payable from ad valorem taxes levied in the District in order to finance the provision of fire protection service in the District.

#### Section 1.04

Prior to the designation of an area as a service area or district as authorized by the provisions of the Enabling Act, the Council is required to conduct a public hearing after notice of such hearing has been published in a newspaper of general circulation in the County for three successive weeks prior to the date of the public hearing. In accordance with such requirement, the Council adopted a resolution on July 11, 2022, the provisions of which ordered that a public hearing be held on August 15, 2022 upon the question of the creation of the District. Notice of this hearing was published in the *News and Press* once a week during each of the three weeks prior to the public hearing and included the time, date and location of the hearing as well as a description of the proposed areas (1) within which fire protection services will be rendered and (2) within which ad valorem taxes will be levied in order that sufficient moneys may be raised to defray the cost of operation and maintenance with regard to such services; and (3) within which ad valorem taxes will be levied to pay general obligation bonds of the County payable from an ad valorem tax levied therein for the purpose of providing fire protection.

#### Section 1.05

Council specifically finds that the reconstitution and reestablishment of the District satisfies the requirements and conditions of §§4-19-10 and 4-19-20 of the Code and is now minded, in accordance with the specific authorization of §4-19-10(b) of the Code, to reconstitute and reestablish the District to comprise, embrace, and consist of the aggregate area set described in "Exhibit A" attached hereto

### **ARTICLE II**

## **RECONSTITUTION AND REESTABLISHMENT OF THE HARTSVILLE FIRE PROTECTION DISTRICT**

#### Section 2.01

The Hartsville Fire Protection District (heretofore defined as the "District"), previously established by the Original Ordinance, is hereby reconstituted and reestablished as comprising, embracing, and consisting the area described on "Exhibit A" attached hereto and by reference incorporated herein. Reference is made to the Darlington County Tax Map maintained by the Darlington County Tax Assessor for a metes and bounds description of the District.

#### Section 2.02

It is intended that this Ordinance and the actions effected hereby shall not abolish or discontinue the powers of the District as created by the Original Ordinance; rather, this Ordinance shall effect a reconstitution and reestablishment of the District with no intervening lapse of the authorization and powers of the District as created and empowered by the Original Ordinance.

### **ARTICLE III**

#### **REAUTHORIZATION TO LEVY AND COLLECT AD VALOREM TAXES AND TO IMPOSE RATES AND CHARGES FOR OPERATION AND MAINTENANCE**

##### **Section 3.01**

In order to provide for the operation and maintenance of the function of the District, there is hereby reauthorized an annual levy by the Auditor of Darlington County and the collection by the Treasurer of Darlington County of an ad valorem tax for each fiscal year as the Council may determine for the operation and maintenance of the District.

##### **Section 3.02**

In addition to or in lieu of the levy of ad valorem taxes, Council may authorize the imposition of appropriate rates and charges within the District for operation and maintenance of the District.

### **ARTICLE IV**

#### **AUTHORIZATION TO ISSUE GENERAL OBLIGATION BONDS ON BEHALF OF THE DISTRICT**

##### **Section 4.01**

In order to provide for the facilities of the District, the County may issue, without election and from time to time, general obligation bonds by the County on behalf of the District, such bonds to be payable from ad valorem taxes collected within the District.

### **ARTICLE V**

#### **ADMINISTRATION OF THE DISTRICT**

##### **Section 5.01**

The affairs of the District shall be administered by the County in the same manner as other special tax fire districts of the County; provided, however, that the County may contract with another governmental entity, including without limitation the City of Hartsville, for the provision of fire protection service within the District on such terms as shall be negotiated by the County Administrator of the County.

##### **Section 5.02**

The County may from time to time enter into any such contract for the provision of fire service within the District with another political subdivision of the State of South Carolina qualified to provide such service, including without limitation the City of Hartsville. The form of a contract for the provision of fire service within the District between the County and the City of Hartsville dated as of July 1, 2022 presented to Council at second reading of this ordinance is hereby approved with such changes, not inconsistent with the terms of this ordinance, as the County Administrator of the County may deem appropriate.

## ARTICLE VI

### **PUBLIC HEARING**

#### Section 6.01

In accordance with Section 4-19-20 of the Enabling Act, a public hearing was held prior to the third and final reading of this Ordinance.

## ARTICLE VII

### **NOTICE OF ACTION TAKEN**

#### Section 7.01

In accordance with Section 4-19-20 of the Enabling Act, there shall be provided a notice of the action of the Council in adopting this Ordinance, which notice shall be published for two successive weeks in the *Morning News*. The form of this notice is attached hereto as "Exhibit B."

## ARTICLE VIII

### **SAVING PROVISION**

#### Section 8.01

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Ordinance.

## ARTICLE IX

### **DIRECTION TO INDEX**

#### Section 9.01

This Ordinance shall be forthwith codified in the Code of Darlington County Ordinances as required by law.

DONE IN MEETING DULY ASSEMBLED, THIS 15<sup>th</sup> day of August, 2022.

ATTEST:

  
Clerk to County Council

SIGNED:

  
Chairman

**EXHIBIT A**

**DESCRIPTION OF THE BOUNDARIES OF THE HARTSVILLE FIRE  
PROTECTION DISTRICT**

The boundaries of the District shall be as described in Section 26-104 of the Darlington County Code of Ordinances, which description is incorporated herein by reference, as well as that map or plat dated July 12, 2022 and recorded on July 12, 2022 in the office of the Darlington County Clerk of Court in Plat Book 218 at page 411.

NOTICE OF ACTION TAKEN  
BY THE DARLINGTON COUNTY COUNCIL  
CONCERNING THE RECONSTITUTION AND REESTABLISHMENT  
OF THE HARTSVILLE FIRE PROTECTION DISTRICT

Pursuant to the provisions of Sections 4-19-10 et seq. of the Code of Laws of South Carolina, 1976, as amended (the "Enabling Act"), the Darlington County Council ("Council") conducted a public hearing in the County Council Chambers, Darlington County, South Carolina, on August 15, 2022 at 6:00 pm on the question of the creation and reestablishment of the Hartsville Fire Protection District.

Following the aforesaid public hearing, Council did on the 15th day of August, 2022 give third and final reading to an Ordinance entitled **"To Reconstitute and Reestablish The Hartsville Fire Protection District In Darlington County, South Carolina Pursuant To Title 4, Chapter 19 Of The Code Of Laws Of South Carolina, 1976, As Amended, To Approve The Annual Levy And Collection Of Ad Valorem Taxes And The Imposition Of Rates And Charges For The Operation And Maintenance Thereof, To Authorize The Issuance Of General Obligation Bonds On Behalf Of The District From Time To Time, And Other Matters Relating Thereto."** (the "Ordinance").

The Ordinance authorizes the reconstitution and reestablishment of the Hartsville Fire Protection District which shall comprise, embrace, and consist of the following area:

The area that was located as of August 15, 1988 within five (5) miles, by road, of the City of Hartsville fire station, as amended by the addition of certain parcels to and removal of certain parcels from the District by Ordinance 13-01 of the Council. Such boundaries of the District are shown on that certain plat or map dated July 12, 2022 and recorded on July 12, 2022 in the office of the Darlington County Clerk of Court in Plat Book 218 at page 411.

A copy of said plat or map and other information pertaining to the boundaries of the District may be obtained from the office of the Clerk to Darlington County Council, 1 Public Square, Rm 210, Darlington, SC 29532. Phone: 843-398-4100.

Pursuant to the provisions of the Enabling Act, the Council shall be authorized to levy ad valorem taxes within the area of the District to the extent necessary to defray the cost of constructing and equipping fire protection facilities within the District and to pay for maintenance and operation of such fire protection system. The County Council shall be further authorized to issue general obligation bonds of the County, payable from ad valorem taxes levied within the District, for the purpose of providing fire protection therein.

Notice of this Action is being published once a week for two successive weeks in the *Morning News*.

Any person affected by this action of the Darlington County Council may, by action de novo instituted in the Court of Common Pleas for Darlington County, within twenty (20) days following the last publication of this Notice, but not afterwards, challenge this action of the Darlington County Council.

DARLINGTON COUNTY COUNCIL

STATE OF SOUTH CAROLINA

COUNTY OF DARLINGTON

I, the undersigned, Clerk to Darlington County Council, South Carolina ("County Council"), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by County Council on August 15, 2022. The Ordinance was read at three public meetings of County Council on three separate days, July 11, 2022, August 8, 2022, and August 15, 2022. An interval of at least seven days occurred between each reading of the Ordinance. At each such meeting, a quorum of County Council was present and remained present throughout the meeting.

The meetings held on July 11, 2022, August 8, 2022, and August 15, 2022, were meetings of County Council, for which notice had been previously given pursuant to and in conformity with Chapter 4, Title 30 of the Code of Laws of South Carolina 1976, as amended (the "Freedom of Information Act").

The original of the Ordinance is duly entered in the permanent records of the County, in my custody as Clerk.

The Ordinance is now of full force and effect, and has not been modified, amended or repealed.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Darlington County, South Carolina, this 15<sup>th</sup> day of August, 2022.

(SEAL)

  
Clerk to Darlington County Council,  
South Carolina

First Reading: July 11, 2022  
Second Reading: August 8, 2022  
Public Hearing: August 15, 2022  
Third Reading: August 15, 2022

ORDINANCE 4443

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRE SERVICE AGREEMENT WITH 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)<sup>1</sup>, 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

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<sup>1</sup> 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 9th day of August, 2022.

CITY OF HARTSVILLE, SOUTH CAROLINA

  
Johnny Andrews, Mayor Pro-Tem

(SEAL)

ATTEST:

  
Sherron L. Skipper, City Clerk

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

**EXHIBIT A**

**FORM OF FIRE SERVICE AGREEMENT**

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## FIRE SERVICE AGREEMENT

This FIRE SERVICE AGREEMENT (this "**Agreement**") is made and entered into this as of this 1st day of September, 2022 (the "**Effective Date**"), by and between the City of Hartsville, South Carolina, a body corporate and politic and a political subdivision of the State of South Carolina (the "**City**"), and Darlington County, South Carolina, a body corporate and politic and a political subdivision of the State of South Carolina (the "**County**"), each a "Party" and together the "**Parties**".

### RECITALS:

**WHEREAS**, the City is authorized, pursuant to Section 5-7-60 of the Code of Laws of South Carolina 1976, as amended, to furnish its services, including fire protection services, outside of the corporate limits of the City by contract with any political subdivision of the State of South Carolina; and

**WHEREAS**, pursuant to Ordinance No. 97-20 of the County, dated September 15, 1997, ("**County Ordinance 97-20**"), as amended by Ordinance No. 13-01 dated March 4, 2013 ("**County Ordinance 13-01**"), and reconstituted pursuant Ordinance 22-13 ("**County Ordinance 22-13**") of the County Council of Darlington County (the "**County Council**") has (i) created the Hartsville Fire Protection District (the "**Fire District**") as a fire protection district as authorized by Section 4-19-10 *et seq.* of the Code of Laws of South Carolina 1976, as amended (the "**Act**") and Section 13 of Article VIII of the South Carolina Constitution, (ii) authorized the annual levy and collection of *ad valorem* taxes within the Fire District in order to fund the operation and maintenance thereof, (iii) authorized the issuance general obligation bonds of the County, payable from *ad valorem* imposed in the District, in order to pay the costs of improvements in the District, and (iv) authorized the County to "contract with Hartsville for the provision of fire services...."; and

**WHEREAS**, pursuant to Ordinance No. 185 of the County, dated August 15, 1988, as amended by Ordinance No. 90-14 dated October 20, 1990, and as further amended by County Ordinance 97-20, the County Council created a County-wide fire protection district that now includes all unincorporated areas within the County with the exception of the Fire District and the Palmetto Rural Fire District (the "**County-Wide Fire District**"); and

**WHEREAS**, the boundaries of the Fire District, described roughly as an area within approximately 5 miles of the City, are set forth with specificity in County Ordinance 13-01; and

**WHEREAS**, pursuant to the Act, County Ordinance 97-20, and Ordinance No. 1111 of the City dated October 14, 1997, the City and the County entered into a Fire Service Agreement, dated October 14, 1997 (the "**Original Agreement**"), the provisions of which set forth certain terms regarding the City's authorization to provide fire protection services to all areas within the Fire District and that further provided for the payment by the County to the City of certain *ad valorem* taxes collected within the Fire District to fund the City's provision of fire protection services therein; and

**WHEREAS**, the Original Agreement was subsequently amended, pursuant to a Fire Service Agreement, dated January 21, 2003 (the "**Amended Agreement**"), to provide that the annual operating millage rate to be levied within the Fire District in each year shall be set at the

same level as the millage rate set for each such year by the County Council for the County-Wide Fire District; and

**WHEREAS**, execution and delivery of this Agreement has been authorized by County Ordinance 22-13 enacted on August 15, 2022 and ordinance of the City Council of the City of Hartsville, as the governing body of the City, enacted on 8/9, 2022.

**NOW THEREFORE**, in consideration of the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the County and the City agree as follows:

**Section 1. Service Area of Fire District.**

(a) The City shall provide Fire Protection Services (as defined in Section 4 of this Agreement) within the boundaries of the Fire District. The boundaries of the Fire District shall include those areas described in County Ordinance 13-01, which is codified at Section 26-104 of the County's Code of Ordinances and additionally included as **Exhibit A** to this Agreement.

(b) This Agreement constitutes an agreement for the joint exercise of fire protection powers under Section 4-19-10(b) of the Act. As further provided in Section 9(e) below, upon the execution and delivery of this Agreement, any prior agreements between the City and County shall be immediately terminated.

**Section 2. Payment to City for Operation and Maintenance of Fire District.**

(a) The County shall annually levy and collect, on all taxable property in the Fire District, ad valorem taxes to support the operation of the Fire District for the term of this Agreement.

(b) Starting in the fiscal year beginning July 1, 2022, the County shall establish an operating millage rate for the Fire District at the same level as the operating millage rate for the Darlington County Fire District (the "***millage***"). As of the date of this Agreement, the millage is 14.0 mills, and such levy shall be adjusted in lock-step with the millage levied by Darlington County Fire District.

(c) The County Treasurer of the County shall release and transfer to the City all funds collected within the Fire District through the levy and collection of the millage upon all taxable property within the Fire District (the "***Fire District Revenue***") by the fifteenth day of the month following the month in which such funds were collected after any associated required administrative cost of the County for the Fire District have been deducted.

**Section 3. Capital Costs.**

(a) In order to provide equipment and other capital items for use in the District, the County will make available to the City, no later than July 1, 2023, the amount of \$650,000, constituting the proceeds of general obligation bonds issued by the County or other available funds of the County, for such purpose, for reimbursement of funds expended by the City to purchase capital items for use in the District. In as much as the monies being made available by the County

to the City for reimbursement of the purchase of capital items will be the proceeds of tax-exempt bond of the County, the City agrees that such reimbursement may only be made in compliance with state and federal laws governing the use of such bonds, and the City shall provide to the County all such documentation in connection with such reimbursements as shall be reasonably required to comply with applicable laws and regulations.

(b) To the extent ownership of such capital items are evidenced by title, all such titles shall be jointly owned in the name of the City and the County, and in all cases such capital items will be transferred or conveyed by the County to the City upon expiration of this Agreement and satisfaction of any general obligations for said capital items. (as hereinafter defined).

(c) The Parties, by mutual written agreement, may determine to extend the date by which the bond proceeds described in Section 3(a) above shall be made available to the City.

#### **Section 4. Provision of Fire Protection Services.**

(a) At all times during the term of this Agreement, the City shall provide comprehensive Fire Protection Services within the boundaries of the Fire District. For purposes of this Agreement, "***Fire Protection Services***" means and includes fire suppression services (specifically including alarm response and response to fire calls), fire origin and cause investigation, fire and life safety education, fire code enforcement (acting as the authority having jurisdiction (AHJ)), pre-incident planning, emergency medical service (EMS) assistance to the County EMS agency, and hazardous materials response. This provision does not affect any mutual or automatic aid arrangements that are in place.

(b) All personnel engaged to provide Fire Protection Services by the City within the Fire District ("***District Personnel***") shall be either employees of the City or volunteers. The City is responsible for all wages, insurance and all other benefits for District Personnel of the City. The City is also responsible for all training of District Personnel of the City.

(c) The City shall, at all times, use all Fire District Revenue or any funds received from the County under this Agreement solely for the provision of Fire Protection Services within the Fire District and City.

(d) The City shall utilize best efforts to maintain an ISO rating of 5/9 or better for service in the Fire District.

(e) All pumper engines and service trucks used by City in response to any call subject to this Agreement shall conform to ISO Table 512A (as to pumper engines) and ISO Table 542A (as to service trucks).

#### **Section 5. Reporting.**

(a) The City shall provide to the County annual fire service activity data which identifies those fire suppression activities that the City has engaged in, both within the City's municipal limits and within the Fire District, as reported under the South Carolina Fire Incident Reporting System of the State Fire Marshall's Office. In addition, the City shall submit to the County a report, which shall be included in the City's annual audit, showing the expenditures of

the Fire District Revenue for the most recently ended fiscal year. The City shall submit such information to the County within the earlier of (i) 210 days of the close of each fiscal year of the City, or (ii) the completion of the City's annual audited financial statements.

(b) The County shall make available to the City for inspection, upon reasonable request, records related to the levy and the collection of millage within the Fire District.

#### **Section 6. Term; Termination.**

The initial term of this Agreement shall begin on the Effective Date and extend through June 30, 2027. Representatives of the Parties shall meet at a mutually agreeable time or times, commencing no later than June 30, 2026, to discuss possible renewal of this Agreement for a subsequent mutually satisfactory term.

#### **Section 7. Remedies; Legal Fees.**

(a) The Parties may avail themselves of any remedy under law or equity to enforce the provisions hereof. No remedy conferred upon or reserved to the Parties under this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

(b) If either party employs attorneys or incur other reasonable expenses for the enforcement of performance or observance of any provision of this Agreement, expressly including the payment of Fire District Revenue to the City, the prevailing party is entitled to reimbursement of the reasonable fees of such attorneys and other reasonable expenses so incurred.

#### **Section 8. Assumption of Liability.**

The City hereby assumes liability for damages resulting from the City's provision of fire protection in the District, and covenants that it will at all times during the term of this Agreement maintain such liability insurance with respect to its activities contemplated in this Agreement as is normal and customary for such activities undertaken by the City and other political subdivisions in the State of South Carolina and, in any event, in amounts not less than the limits on liability established from time to time under the South Carolina Tort Claims Act, S.C. Code. Ann. §§15-78-10 *et seq.*, (1976, as amended).

#### **Section 9. Miscellaneous.**

(a) Nothing in this Agreement shall affect any mutual aid agreements that may exist now or in the future between the County and the City.

(b) In the event of any occurrence rendering the County or City incapable of performing under this Agreement, any successor of the County or City, whether the result of legal process or assignment, otherwise shall succeed to the rights of the County and City hereunder.

(c) If, by reason of force majeure, either party hereto shall be rendered unable, in whole or in part, to carry out its obligations under this Agreement, then, in that event, said party shall give notice, in writing, to the other party, within a reasonable time thereafter, giving the full particulars of such force majeure. The obligations of the party so affected shall thereupon be suspended and such suspension shall continue during the period in which such inability continues; provided, however, that the disabled party shall endeavor with all reasonable dispatch, to remove or overcome such inability. The term "force majeure" as employed herein shall mean Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or the State of South Carolina, including judicial orders, or any military authority, insurrection, riots, epidemics, landslides, earthquakes, fires, storms, hurricanes, floods, wash-outs, droughts, arrests and restraints of government and people, civil disturbances, explosions, breakage or damage to machinery or pipelines, or causes not reasonably within the control of the party claiming such inability.

(d) Any notice required to be given hereunder shall be deemed to have been sufficiently given to either party for all purposes hereof if mailed by certified mail, postage prepaid, addressed as follows:

**As to the County:**

Darlington County  
Attn: County Administrator  
One Public Square, Room 210  
Darlington, SC 29532

**As to the City:**

City of Hartsville  
Attn: City Manager  
Post Office Box 2497  
Hartsville, SC 29551

(e) This Agreement expresses the complete and final understanding of the Parties in respect thereto and may not be changed in any way except by the instrument on writing signed by both parties. The failure of either party to enforce at any time any of the provisions of this Agreement, or any rights with respect thereto, or to exercise any option herein provided, shall in no way affect the validity of this Agreement. The exercise by either party of any of its rights herein shall not preclude or prejudice such party from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or preceding taken by such party pursuant to this Agreement. All prior agreements, including but not limited to the Amended Agreement, between the Parties as to the provision of service within the District by the City and the responsibilities of the County with respect thereto are hereby extinguished and of no further force or effect.

(f) A waiver by either party hereto of any breach of any provisions of this Agreement shall be limited to such particular instance and shall not operate as a waiver of or be deemed to waive any future breaches of said provisions.

(g) This Agreement may be executed in duplicate originals and in several counterparts, and all of which duplicate originals and counterpart originals when taken together shall constitute the Agreement in its entirety.

(h) In the event any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the County has caused this Agreement to be signed in its name by its duly authorized officers as of the date first hereinabove written.

**DARLINGTON COUNTY,  
SOUTH CAROLINA**

[SEAL]



Chairman

Darlington County Council

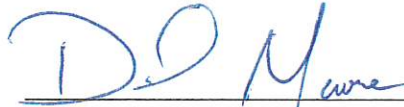
ATTEST:

  
Clerk to Council  
Darlington County

(Signature Page of the County)

**IN WITNESS WHEREOF**, the City has caused this Agreement to be signed in its name by its duly authorized officers as of the date first hereinabove written.


**CITY OF HARTSVILLE,  
SOUTH CAROLINA**



\_\_\_\_\_  
Daniel Moore, City Manager  
City of Hartsville

[SEAL]

ATTEST:

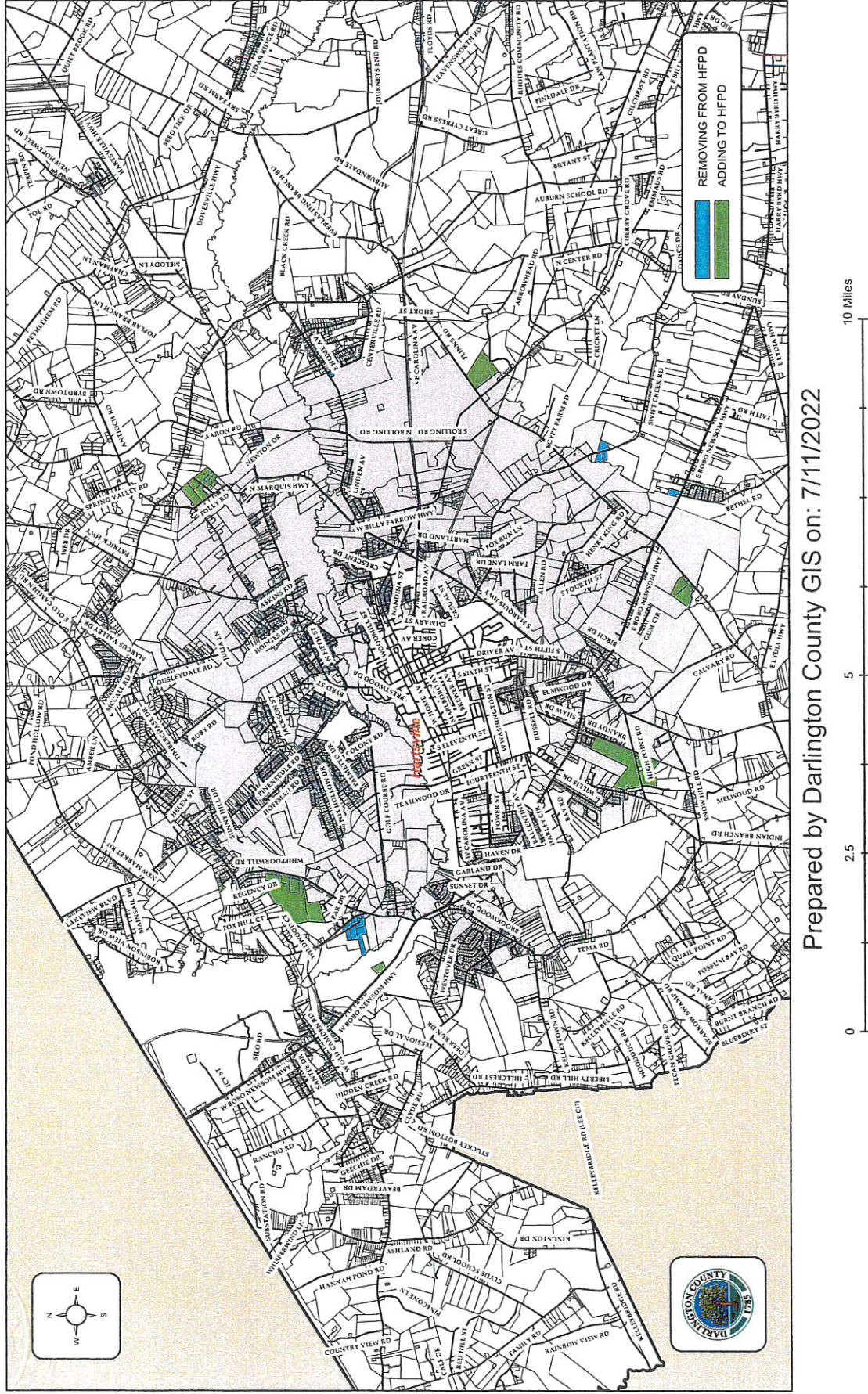
  
\_\_\_\_\_  
Sherron L. Skipper, City Clerk  
City of Hartsville

(Signature Page of the City)

EXHIBIT A

SERVICE AREA OF THE FIRE DISTRICT

# HARTSVILLE FIRE PROTECTION DISTRICT



# Darlington County Recording Page



Darlington Clerk of Court / ROD

Scott B. Suggs

Darlington County Courthouse

1 Public Square - Room B-4

Darlington, SC 29532

(843) 398-4330

OrdinanceNo : **2022-13**



Doc ID - 003761050022

On (Recorded Date) : **8/31/2022**

At (Recorded Time) : **4:15:02 PM**

Recording Pages : **22**

Recording Fee : **\$0.00**

**Please keep this Cover Page with the Original Document**

**This sheet is now part of this document, please leave attached.**

Index Type : **ORDINANCE**

Type of Instrument :

Type of Transaction: **Ordinance**

First INDEXED NAME

DARLINGTON COUNTY COUNCIL

Received From :

DARLINGTON COUNTY COUNCIL

Return To :

TRUE CERTIFIED COPY,

*Scott B. Suggs*

The attached document including this Cover Page was recorded in the County Recorder's office of  
Darlington County, South Carolina

CLERK OF COURT/FMC  
DARLINGTON COUNTY, S.C.