



which they are levied, including the fulfillment of contract obligations with municipalities and private agencies”; and

WHEREAS, the City is presently providing fire services on a contract basis to properties adjacent to the City in an area of Greenville County that is not presently receiving fire protection from any other political subdivision or County established fire districts; and

WHEREAS, the County has created fire service areas known as Area I (primarily residential) and Area II (industrial property) in unincorporated sections of the County having such boundaries as are set forth in Attachment A, which is made part of this contract, and such areas of the County are adjacent, surrounded by, or in close proximity to the City; and

WHEREAS, the City and County previously entered into a Contract last amended on October 3, 2000 and authorized by Ordinance No. 3419 for the City to provide fire service to this area; and

WHEREAS, the City is desirous of continuing to furnish fire protection services to the fire service area, including fire suppression, commercial inspections, residential inspections, first responder and arson investigations as described in Paragraph 1 herein.

NOW, THEREFORE, for and in consideration of the preambles and the mutual covenants herein contained, and subject to the terms and conditions hereinafter set forth, the City and the County do hereby mutually agree as follows:

1. Performance by the City. The City agrees to furnish to the unincorporated areas of the County described in Attachment A, which is made a part of this contract (hereinafter called the “fire service area”), the following fire protection and emergent medical first responder services:

(a) Fire Suppression - The City will answer alarms to actual or suspected fires and will use appropriate fire suppression measures and tactics for fires on all parcels of land and on all public rights-of-way; these services shall be

available on a first call basis for all areas; and

(b) Commercial Inspections - The City will enforce, by periodic inspections, the current and applicable Fire Prevention Code for commercial establishments (said Fire Prevention Code has already been adopted by Greenville County); and

(c) Residential Inspections - The City will provide residential fire prevention inspections on an appointment basis upon a property owner's or occupant's request; and

(d) Arson Investigations - The City will cooperate with law enforcement agencies in pre-fire or post-fire arson investigations; and

(e) First Responder - The City shall provide emergent medical first responder services. Under the terms of this agreement, emergent medical “First Responders” are persons that have been trained in a medical first responder course, having the proper certification from the appropriate regulatory authority where the person is based. First Responders are considered to be, at a minimum, trained at or below the level of an Emergency Medical Technician. Persons serving as first responders under this agreement shall have completed basic training that emphasizes first arrival and initial assessment care in accordance with the necessary equipment and manpower as may be available to the City for said first responder services. The City shall allow only those individual First Responders which have received initial training that meets or exceed the minimum American Heart Association standards for the use of an Automatic External Defibrillator. The City shall ensure that all persons serving as first responders receive annual reviews and demonstrate their knowledge of local protocol governing the use of Automatic External Defibrillators.

2. Term. The effective date for this Agreement shall be upon its execution, and the Agreement shall continue through June 30, 2023. The Agreement shall be automatically renewed each year thereafter for one (1) year terms; provided, however,

that either party, at its own option may terminate the Agreement subject to a ninety (90) days written notice to the other party prior to the annual June 30 expiration date.

3. Tax Levy. The County shall levy an annual ad valorem tax on all property within Area I of the Fire Service Area equal to 24.0 mills per annum, and anticipates collecting \$70,000.00 in Area II (Mitsubishi Polyester Film, LLC) pursuant to current fee collections continuing for the term of this Agreement, unless a different millage is approved by the County. Additionally, the County shall levy additional ad valorem tax millage levy sufficient to cover approved general obligation debt millage for the Fire Service Area. At the time this agreement is entered, the City represents to the County that a millage levy 24.0 mills for Area I and anticipated fee collection of \$70,000.00 in Area II will meet the estimated annual revenue needed, based on the FY 2013 -2014 budget year, for fire services related to (i) allocation of miscellaneous department-wide capital costs, (ii) personnel salaries and benefits, and (iii) miscellaneous operating expenses for the provision of services by the City pursuant to this Agreement. The County enters this Agreement in reliance on that representation. Notwithstanding debt service millage estimates set forth herein, the County shall be able to adjust the amount levied for general obligation debt based on actual debt service requirements for the setting initial debt service required upon issuance and on an annual basis for regular debt service.

It is the understanding of the parties that the fee arrangement for Area II was previously negotiated between all parties concurrent with the previous contract. Upon notice of an actual change in ownership or abandonment of the industrial property that comprises Area II, the County shall suspend enforcement of the terms of this agreement as it relates to the assessment of the fees upon the property in Area II. Any suspension shall continue for such periods, within the term of this agreement, where the property is unoccupied or until the new owners have reached a fee understanding with the City. Any other proposed modification to the amount of the fees for Area II can only be accomplished by an amendment to the County ordinance establishing the maximum fee to be assessed for Area II. These special fee rates for Area II are based on the company continuing to provide self-protection fire services at no less than the present level of

protection.

During the term of this Agreement, the County shall provide to the City such annual revenue as is generated by the ad valorem property tax millage levied pursuant to County ordinance. The revenues provided by the County shall be applied to the payment of the City's reasonable capital costs and reasonable operating expenses associated with the provision of services to the fire service area and consistent with Paragraph 1 herein. Based upon established law under the Constitution and statutes of South Carolina, the County is the proper authority for raising such revenue from the fire service area identified in Attachment A.

4. Procedures for Adjustment of Revenue Needs or Availability.

(a) Annual Process. Not less than six (6) months prior to July 1 of each year, the City shall submit to the County written notice of the anticipated revenue needs for the coming twelve (12) month period running from July 1 to June 30. Should either party determine that an adjustment in payments or revenue availability is required, and then it shall notify the other party in writing at least five (5) months before July 1 of each year. Failure by either party to seek such an adjustment shall cause a continuation of the existing arrangements for the next twelve (12) month period running from July 1 to June 30. If either party requests an adjustment as provided in this section and the parties fail to agree, then either party may terminate the Agreement by providing written notice to the other not less than three (3) months prior to July 1. No extension of this time schedule may be granted by either party absent written consent signed by both parties.

5. Relationship of other City Personnel and Facilities. The City shall make available to the described fire service areas all personnel, support personnel, volunteers, facilities, and equipment of any type, which are ordinarily used in the provision of fire protection services and suppression, and which are subject to the City's authority and/or ownership, whether located in the City or elsewhere. When personnel, equipment and the like are drawn from those ordinarily located outside the fire service area, then such availability will be on a back-up basis. Likewise, the personnel, volunteers, support

personnel, facilities and equipment ordinarily located in these designated fire service areas shall be available for fire protection services on a back-up basis for other areas serviced by the City.

6. ISO Rating. As a matter of public policy, the City is committed to obtain and maintain the most favorable rating practicable under the rating system of fire protection services established by the Insurance Services Organization (ISO), as may from time to time be amended. Nothing contained in this Agreement shall restrict the City from maintaining an ISO rating at least as favorable as that maintained by the City at the effective date of this Agreement. Prior to the annual renewal date of this agreement, the City may request such adjustments to this agreement and County ordinance as shall reasonably be required to maintain such ISO rating by the City.

7. Administration. It is understood and agreed that this Agreement shall be administered by the Greer City Council through the City Administrator or such other designees as the City Council shall provide. Nevertheless, County Council has the discretion of establishing an advisory committee consisting of two (2) persons from the fire service area to advise the Greer City Council on matters pertaining to the fire service areas. The members of such advisory committee shall be appointed by the County Council.

8. Records and Audits. The City shall keep records of its operations in the fire service areas as a part of, and to be included in, the fire operation records now kept by the City that are subject to an independent annual audit of all financial records and transactions of the City. Such audits shall be made by a certified public accountant or a firm of such accountants who have no personal interest, direct or indirect, in the fiscal affairs of the City or any of its officers. The City will submit a yearly report documenting the expenditure for Fire Service Area monies and said report shall be available for public inspection.

9. Hold Harmless Provision as to Method of Raising Revenue. In the negotiation of this Agreement, the parties considered alternative methods for the provision of fire services and County's raising the necessary revenue to be paid to the

City for fire protection services. In the event any third party brings a claim against the City, or joins the City in any claim against the County, on the basis that there is any discriminatory intent or effect in the method of raising revenue, then the County shall hold the City harmless for the fees and costs reasonably incurred in defending such claims, or for a judgment should a judgment be entered against the City on such a basis.

10. Establishment of Fire Service Area Boundaries. It is the sole responsibility of the County to establish the boundaries for the fire service areas to be serviced by this Agreement. It is further the sole responsibility of the County to assure compliance with all county, state and federal laws as may be applicable to such procedures. However, fire service area boundaries established herein are subject to reduction by County Council action and lawful municipal annexations. In addition to the provisions of Paragraphs 2 and 4 herein, should the City determine that it is no longer feasible to continue this contract due to reductions in the fire service areas, the City may terminate this contract by giving the County six (6) months written notice of cancellation.

11. Modification. This Agreement may not be amended or modified in any way, absent a written agreement, signed by both parties.

12. Severability. The provisions of this Agreement are to be considered joint and severable such that the invalidity of any one section will not invalidate the entire agreement.

13. Settlement of Disputes. Should the Agreement or any part herein, or any acts by either party cause a dispute to arise between the parties that will or could affect the validity of the contract or the performance of the services herein described, the dispute will first be sent to a joint committee consisting of the City Administrator for the City of Greer and the County Administrator for the County of Greenville, or their duly authorized agents, for the purpose of solving any disputes prior to these events invalidating this Agreement or resulting in unnecessary litigation.

14. Purchase of Real Property. The City of Greer shall notify and consult with the County regarding purchase of real property using funds supplied under this

Agreement to the City.

IN WITNESS WHEREOF, the parties have hereunto affixed their official seals and caused these presents to be executed by their duly authorized officers the day and year first above written.

IN THE PRESENCE OF:

CITY OF GREER

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\_\_\_\_\_  
Richard W. Danner  
Mayor of Greer

\_\_\_\_\_

\_\_\_\_\_  
Ed Driggers  
City Administrator

COUNTY OF GREENVILLE

ATTEST:

\_\_\_\_\_  
Bob Taylor, Chairman  
Greenville County Council

\_\_\_\_\_  
Theresa Kizer  
Clerk to Council

\_\_\_\_\_  
Joseph M. Kernell  
County Administrator