

FILED  
GWENDOLYN D. CHILES  
2021 FEB 19 PM 12: 26  
CLERK OF COURT  
MCCORMICK COUNTY, SC

STATE OF SOUTH CAROLINA \*  
\*  
COUNTY OF MCCORMICK \*

ORDINANCE 20-08

**AN ORDINANCE AMENDING ORDINANCE 20-05 TO RAISE REVENUE, MAKE APPROPRIATIONS AND ADOPT A BUDGET FOR THE MODOC SPECIAL TAX DISTRICT FOR FIRE PROTECTION FOR FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021; AND PROVIDE FOR THE LEVY AND COLLECTION OF TAXES NECESSARY TO MEET ALL BUDGET REQUIREMENTS EXCEPT AS PROVIDED FOR BY OTHER REVENUE SOURCES.**

**WHEREAS**, on June 25, 2020 Ordinance 20-05 was adopted approving the FY 20-21 Budget for the Modoc Special Tax Commission for Fire Protection (Commission); and

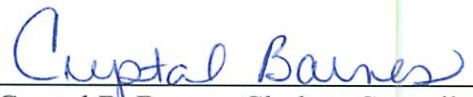
**WHEREAS**, Ordinance 20-05 approved total revenues and expenditures of \$81,825 for the Commission for FY 20-21; and

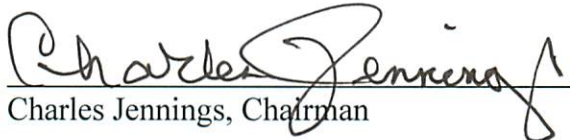
**WHEREAS**, based on the value of a mill and the established millage, the total revenues and expenditures for the Commission for FY 20-21 need to be reduced to \$70,900.50.

**NOW THEREFORE**, be it ordained by the County Council of McCormick County, in meeting duly assembled, that Ordinance 20-05 is amended to reduce the appropriations for the Modoc Special Tax Commission for Fire Protection for FY 20-21 and amend said budget as set out herein and in the attached budget details.

TOTAL REVENUES: \$ 70,900.50  
GRAND TOTAL EXPENDITURES: \$ 70,900.50

MCCORMICK COUNTY COUNCIL

  
Crystal B. Barnes, Clerk to Council

  
Charles Jennings, Chairman




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David Leathers  
Finance Director



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Bernard Hamby, Vice Chairman



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Columbus Stephens  
County Administrator



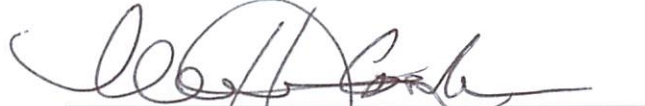
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Henry Banks, Council Member



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Earl Coleman, Council Member



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Charles H. Cook, Council Member

|                          |                   |
|--------------------------|-------------------|
| 1 <sup>st</sup> Reading: | November 17, 2020 |
| 2 <sup>nd</sup> Reading: | January 19, 2021  |
| Public Hearing:          | February 16, 2021 |
| 3 <sup>rd</sup> Reading: | February 16, 2021 |

**2020-2021 Budget 7/1/2020-6/30/2021**

**FACILITIES BUDGET**

**Insurance**

**\$6,000.00**

**Mortgage**

**\$0.00**

**Building Maintenance**

**\$1,000.00**

**Unscheduled Building Maintenance**

**\$ 1,000.00**

**Utilities**

**\$3,000.00**

**Station Cleaning**

**\$0.00**

**Landscape Maintenance**

**\$ 900.00**

**FACILITIES BUDGET SUBTOTAL**

**\$ 11,900.00**

**FIRE BUDGET**

**Emergency Reporting Software**

\$2,200.00

**Professional Association Dues**

\$ 1,675.00

**SCBA(Maintenance&Testing)**

\$2,530.00

**Fuel**

\$0.00

**Compensation(Fire&EMR)**

\$5,000.00

**Trucks-Preventative Maintenance**

**\$6,340.00**

**Trucks-Major Repairs/Improvements**

**\$9,000.00**

**Wellness Checks**

**\$5,400.00**

**Preventative Innoculations**

\$ 1,000.00

**Portable Equipment Maintenance**

\$ 500.00

Engine 21 Payment

\$ 7,068.00

· Ladder Testing

\$ 450.00

Pump Testing

\$ 800.00

Hose Testing

\$3,600.00

Equipment-General

\$2,000.00

**Personal Protective Equipment**

\$ 0.00

Hydrant Testing

\$0.00

**Conference/Training**

\$ 0.00

Fire Extinguisher Testing/Maintenance

\$ 1,200.00

FIRE BUDGET SUBTOTAL

**\$ 48,763.00**

EMR BUDGET

**Equipment**

\$1,000.00

Incidental Supplies

\$ 500.00

CPR/AED/Training

\$ 0.00

EMR BUDGET SUBTOTAL

\$ 1,500.00

BOARD OF DIRECTORS/COMMISSION BUDGET

**Supplies**

**\$ 1,490.00**

Conference/Training

\$ 0.00

**Bank Fees**

\$300.00

Contingency

\$3,000.00

Return to Capital Reserves/Grant Match

\$ 3947.50

COMMISSION BUDGET SUBTOTAL

\$ 19,662.00

**Total Budget Expenditures**

\$ 70900.50

STATE OF SOUTH CAROLINA )  
)  
COUNTY OF MCCORMICK )

**CONTRACT FOR FIRE SERVICES**

This Contract between **MCCORMICK COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (hereinafter referred to as the "County") and **MODOC VOLUNTEER FIRE DEPARTMENT**, a Nonprofit, 501 (c)(3) Organization (hereinafter referred to as the "Fire Department") is effective July 1, 2020. This Contract is fully integrated and represents the full and complete agreement by and between the parties and may be amended only by a signed, written agreement by and between the parties.

**WHEREAS**, fire service in the Modoc Fire District (ESN 302) is provided to the citizens of the County through this contract with the Fire Department; and

**WHEREAS**, the Fire Department receives funding from various sources, including budgeted general fund appropriations from the County made directly to the Fire Department, donations and grants made directly to the Fire Department, and annual taxes collected by the County from within the Fire District and overseen by the Modoc Special Tax Commission for Fire Protection; and

**WHEREAS**, pursuant to South Carolina Code of Laws, Section 4-21-10, the County may provide Fire Protection services by contract; and

**WHEREAS**, County Council has determined that it would be in the public's best interest that the County enter this Contract with the Fire Department to provide fire protection services in the Modoc Fire District; and

**NOW, THEREFORE**, in consideration of the exchange of promises contained herein, the parties agree as follows:

**Section 1: Definitions**

- 1.1 **Fire Protection** – for the purpose of this contract, fire protection is defined as provision of fire suppression, public education, community risk reduction, and mitigation of other emergencies as defined by the Departments Standard Operating Guidelines (SOG).
- 1.2 **Tax Commission** – for the purpose of this contract, Tax Commission means the Modoc Special Tax Commission for Fire Protection created by McCormick County Ordinance 18-08. The Tax Commission duties are defined by Ordinance 18-08 and the By-Laws established by the Tax Commission and County Council.



- 1.3 Fire Department – for the purpose of this contract, Fire Department is defined as the Modoc Volunteer Fire Department, the Nonprofit 501(c)(3) Organization which provides Fire Protection services in the Modoc Fire District (ESN 302); which District is incorporated herein and included as a part of this Contract.
- 1.4 District – for the purposes of this contract, District is defined as the Modoc Fire District (ESN 302).

**Section 2: Term**

- 2.1 The term of this Contract shall be for one year and will automatically be extended on an annual fiscal year basis for each year the County provides funding to the Fire Department. It is agreed and understood by the parties that this contract may be terminated by either party upon at least one hundred twenty (120) days written notice of termination being given to the other party prior to the end of the fiscal year (June 30).
- 2.2 Contract dates shall correspond with the McCormick County fiscal year (July-June).
- 2.3 This Contract shall not supersede any action of McCormick County Council in the establishment of the Modoc Special Tax District for Fire Protection or the Tax Commission.

**Section 3: Service Area:**

- 3.1 The County grants the Fire Department the authority to provide Fire Protection to the unincorporated area of the County defined as ESN 302 on the County GIS Map.

**Section 4: Provided Services/Training/Facilities and Equipment:**

- 4.1 The Fire Department agrees to provide fire protection to the District as the primary provider.
- 4.2 The Fire Department agrees to enter into mutual aid and automatic aid agreements to ensure, to the best of its ability, appropriate response to calls in the assigned district.
- 4.3 The Fire Department shall maintain at least one station within the District; provided, that the Fire Department may locate at a temporary facility if necessary, to renovate or rebuild its permanent facility.
- 4.4 The Fire Department shall provide adequate and working equipment, to the best of its ability.

- 4.5 The Fire Department shall use its best efforts to maintain enough personnel to provide Fire Protection within the District.
- 4.6 The Fire Department shall, at a minimum, provide annual physicals to all personnel assigned duties consistent with OSHA 1910.134 and OSHA 1910.156. If a member receives a physical at another fire department or from the physician a copy of the clearance is acceptable.
- 4.7 The Fire Department agrees that the goal of the department is to endure to provide the lowest possible ISO rating for ESN 302.
- 4.8 The Fire Department shall establish minimum training standards and define annual training requirements in the Fire Department SOG's. Upon request, records of training shall be made available to the Tax Commission and/or the County.
- 4.9 The Fire Department shall provide an updated Fire Department roster annually to:
  1. The County's Workers Compensation Coordinator
  2. The Emergency Service Department (for the EOP)
  3. 911- Director
- 4.10 The Fire Department agrees to assist the County, to the extent possible, with fire personnel in the distribution of materials, supplies and commodities from the departmental headquarters station or another facility within the Fire District as designated by the County to the citizens of the County when requested by the County in times of natural or other type disaster, whether declared or undeclared (i.e., fires, tornado, drought, weather-related, and similar events).
- 4.11 The Fire Department shall enter all calls into the NFIRS.
- 4.12 The Fire Department shall notify the director of emergency service when situations arise where response levels or ability to respond changes.
- 4.13 The County shall provide the Fire Department with an emailed list of building permits issued in the Tax District monthly.
- 4.14 The County shall not participate in the development or approval of internal departmental policies, by-laws, procedures, or standards of the Fire Department.

**Section 5 Taxes, Fees, Payments**

- 5.1 Ordinance 18-08 establishes the District and the governing Tax Commission. The purpose of the Tax Commission is to oversee the development of a budget to assist in providing fire protection services in the District. It is also responsible for approving all expenditures of the Fire Department of tax revenues collected from within the District. Therefore, the following process for payments shall be used:

1. Invoices received or paid by the Fire Department for approved budgeted expenditures shall be sent to the Tax Commission. The Tax Commission shall review and, if appropriate, approve the expenditure prior submitting to the County for payment. This process may be delegated by the Tax Commission to its Treasurer.
2. After approval from the Tax Commission, invoices will be sent to the McCormick County Finance Director for payment. The Finance Director shall write the check and mail it off for payment or reimburse the Fire Department as the case may be. A copy of the check and/or payment will be provided to the Tax Commission and the Fire Department.
- 5.2 The Fire Department shall provide to the Tax Commission an annual budget or funding request for reasonable costs associated with the operation of the Fire Department. These costs may include compensation, equipment, equipment repairs/maintenance, fuel, building repairs/maintenance, supplies, travel/training, utilities, insurance, and other miscellaneous expenses related to operations. Funds requested by the Fire Department must be approved by the Tax Commission and County Council.
- 5.3 The Fire Department is **not permitted** to assess any **MANDATORY** fees on the taxpayers of the District. This does not prohibit the Fire Department from seeking donations or dues from the citizens.
- 5.4 The Tax Commission shall respond to citizens inquiries related to the use of Tax Funds.
- 5.5 Tax Funds shall not be comingled with funds of the Fire Department received as direct appropriations from the County or grants, donations, or other non-Tax Funds of the Fire Department. This provision shall not be construed as prohibiting the use of Tax Funds to reimburse the Fire Department for expenditures included in the approved Budget as recommended by the Tax Commission and adopted by the County and properly submitted for payment as set out herein.
- 5.6 Equipment, facilities and apparatus purchased solely with Tax Funds shall remain the property of the County and the Tax Commission; provided, however, the approved Budget may include debt service on equipment, facilities and apparatus that are also paid in part by the Fire Department, in which case the Fire Department shall retain ownership of such equipment, facilities, and apparatus. The Fire Department shall maintain an inventory of any equipment, facilities, and apparatus owned by the County or the Fire Department.

**Section 6 Indemnification**

6.1 The Fire Department agrees to hold the County free and harmless and indemnify it from all claims that may be made against the County arising out of the Fire Department's provision of fire services.

**Section 7 General**

7.1 Headings: The headings in this Contract are for convenience only and shall not affect the interpretation this contract.

7.2 Effective Date: This Contract shall be effective as of the date stated above regardless of the date that it is signed by the parties. This Contract is not effective until approved by McCormick County Council.

7.3 Severability: If any subsection or provision hereof shall be held to be unconstitutional, void, or unenforceable by any court of competent jurisdiction, such declaration shall not affect the validity of the remaining provisions of this Contract not specifically declared to be invalid or unconstitutional, and all other subsections and provisions shall continue to be and remain in full force and effect.

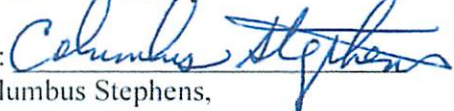
Modoc Volunteer Fire Department

By: 

Printed Name: Allen Dean  
Chairperson – Modoc VFD

Date: 17 Jan 2021

McCormick County

By: 

Columbus Stephens,  
County Administrator

Date: 1/26/2021

Modoc Special Tax Commission for Fire Protection

By: 

Printed Name: Jerry Kendrick  
Chairperson - Modoc Special Tax Commission for Fire Protection

Date: 1-21-21