

**City of Beaufort    Town of Port Royal    Burton Fire District**

# **JOINT NEWS RELEASE**

**For immediate release**

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PHOTO CUTLINE: L-R – Burton Fire Chief Harry Rountree, Beaufort Mayor Billy Keyserling, Port Royal Mayor Samuel Murray, Burton Fire Commission Chairman Gary Bright, Beaufort Fire Chief Sammy Negron

## **Fire service dispute ends with contract between Beaufort, Port Royal and Burton Fire District**

It's all about putting out fires quickly, safely and efficiently, or preventing them in the first place.

The recently-approved contract for fire services among Beaufort, Port Royal and the Burton Fire District assures continued fire protection in annexed areas of Beaufort and Port Royal. The difference is, what used to be a loosely-understood "agreement" is now a written contract.

"This is a contract for services," Beaufort City Manager Scott Dadson said, "where we and the Town of Port Royal pay Burton Fire District to serve residences and properties which are located in annexed areas on Port Royal Island.

"The Beaufort-Port Royal Fire Department is doing its job of providing complete coverage, and Burton Fire District is doing its job by providing first response fire and EMS service to our annexed areas, at the same level of service they provide the rest of the Burton Fire District," Dadson said.

The three parties had been arguing in court for more than a year but agreed to mediation to settle the disagreement.

Problems arose after 1995 when Beaufort and Port Royal governments annexed areas in the Burton and Shell Point areas, where Burton Fire District provides fire protection. The Fire District had received federal loans through the Rural Development Authority, and federal law protects the Burton Fire District from certain aspects of municipal annexation while the federal loan remains outstanding.

"To most people, they won't notice any change in the ways the fire departments work," Port Royal Town Manager Van Willis said. "Our goal was to ensure fast, effective and efficient fire

protection for all residents of Port Royal and Beaufort, whether they live in Old Village, the Old Point or the newly annexed areas closer to Burton. This contract settles that concern.”

Under the contract, Beaufort will pay the Burton Fire District an estimated \$198,000 in 2011 for firefighting and emergency medical services to Burton areas annexed into Beaufort since 1995. The annual payment is calculated based on the assessed value, Burton Fire District millage and predetermined percentages.

Port Royal will pay Burton Fire District an estimated \$155,000 annually for service of Burton land annexed into Port Royal from 1995 onward.

The contract expires Dec. 31, 2017.

“Our job isn’t going to change,” Beaufort Fire Chief Sammy Negron said. “Our job, and Burton Fire District’s job, is to prevent fires, to fight fires and to protect public safety. This agreement puts in more precise terms what and where we will do our job, and who gets compensated.

“At the end of the day, it’s still about keeping people safe, and that’s never been at issue,” he said.

Another key aspect of the contract is that the Beaufort Fire Department will provide first response fire and EMS to properties technically in the Burton Fire District, such as some homes on Greenlawn Drive near Beaufort Town Center and Brotherhood Way in Mossy Oaks

“When you look at a street map, some of these service areas don’t make sense,” Dadson said, “but that’s because of the way some of these annexations occurred. Our goal, among the three of us, was to put in writing how we each would respond to emergencies affecting all of our citizens. That was our goal.”

The Beaufort City Council ratified the contract Aug. 24, the Burton Fire Commission endorsed it on Aug. 26 and the Port Royal Town Council on Sept. 1. The document includes exhibits that spell out procedures for moving up firefighting equipment to different fire stations to provide better coverage when calls go out.

“We are pleased to continue working closely with the Beaufort and Port Royal Fire Department. This agreement ensures that all of our citizens continue to receive the best and fastest emergency response we can provide, regardless of which agency provides the primary service,” said Gary Bright, chairman of the Burton Fire Commission.

“It also ensures that our fiscal responsibilities are handled in a fair and responsible way. While our departments are separate, we will continue to work as one team and this agreement only enhances our ability to do so,” Bright said.

The City of Beaufort provides fire protection services to the Town of Port Royal as part of the agreement between the two municipalities to work closely to maximize efficiency and effectiveness.

Some of the disagreements that sparked the lawsuit arose from piecemeal annexations in the 1990s. Rather than creating neatly arranged and clearly defined areas for police and fire service, the new Beaufort and Port Royal municipal limits created an irregular border.

To provide fire service, fire chiefs had “hand-shake” agreements on who would do what. As time passed, as the municipalities expanded, and as leaders changed, some of those agreements became muddled.

The new agreement sets terms in writing that are specific and detailed:

- “Burton acknowledges the right of Port Royal and Beaufort to annex properties in its service area, and Port Royal and Beaufort acknowledge the right of Burton to be compensated both for the loss of properties to annexation and for providing services to Beaufort and Port Royal ...”
- Burton Fire District isn’t required to pay Beaufort for first response service by the Beaufort Fire Department to homes technically in the Burton Fire District but geographically closer to Beaufort fire stations
- All three parties acknowledge “that public safety is of paramount concern to each, and to enhance and further the safety of the public, each will cooperate with the other in responding to fire emergencies” in the agreed-upon policies and procedures included as an exhibit in the agreement.
- All parties agreed to dismiss their earlier lawsuits about fire service.

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