



Watch Live In Person or via YouTube at:

https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA

This meeting will be held at the **Jasper County Council Chambers**, which is located at 358 Third Street, Ridgeland, SC. 29936

Citizens may sign up to speak in person at the Council Meeting before the regular meeting starts on the Public Comments Sign-in Sheet outside the Council Chambers Doors to address County Services and Operations. Presentations are limited to 3 minutes per person, and total input is limited to 30 minutes. Written comments must be submitted by 1 PM on the meeting date by emailing comments@jaspercountysc.gov (Ordinance #08-17)

To participate in a **Public Hearing for a specific agenda item**, email written public comments to comments@jaspercountysc.gov by 1:00 PM on Monday, May 4, 2026, or sign in on the colored Public Hearing Sign-in Sheet on the chair in the back of the Council Chambers before the meeting starts. Public Hearing comments are limited to 3 minutes per person.

Agenda support (e-packet) can be found at:

<https://www.jaspercountysc.gov/government/council/county-council-agendas-e-packets-and-minutes/>

For more information, call 843-717-3696. Instructions may also be found at the Jasper County website www.jaspercountysc.gov



JASPER COUNTY COUNCIL COUNCIL MEETING

Jasper County Clementa C. Pinckney Government Building
358 Third Ave., Ridgeland, SC. 29936
Monday, May 4, 2026

AGENDA

3:00 PM: Workshop

- Lawrence Flynn and Chief Wells - Consolidation of the Fire Service Districts and the Proposed Ordinance

5:00 PM: Council Executive Session

➤ *Please silence your phones during the Meeting.*

1. Call the Council Meeting to Order by Chairman Rowell

Clerk's Report of Compliance with the Freedom of Information Act: In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, notification of the meeting and the meeting agenda were posted at least 24 hours prior to the meeting on the County Council Building at a publicly accessible place, on the county website, and a copy of the agenda was provided to the local news media and all person's or organizations requesting notification.

2. Pledge of Allegiance and Invocation:

3. Approval of the Agenda:

4. Approval of the Consent Agenda:

Approval of the Consent Agenda passes all Consent Agenda Items. Consent Agenda Items are not considered separately unless a Councilmember requests it. In the event of such a request, the item is placed at the end of the Public Hearings, Ordinances, and Action Items.

CONSENT AGENDA ITEMS:

A) Approval of the Minutes 11.04.2025 and 11.06.2025.

B) **Eric Larson** – Approval of the **3rd Reading** of Ordinance **#O-2026-16** of Jasper County Council to Authorize a Settlement Agreement with Jasper County Radio Control Chapter No. 5096 of the Academy of Model Aeronautics, Inc. (1st Reading 04.06.2026; Public Hearing and 2nd Reading 04.20.2026)

This is the end of the Consent Agenda Items.

5. Executive Session SECTION 30-4-70.

(a) A public body may hold a meeting closed to the public for one or more of the following reasons:

(1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body – (1) [Interim County Administrator](#)

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice, where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim –

(1) [Professional Services for New County Administrator and New County Attorney services](#)

(2) [Tax Map #091-00-01-029](#)

(3) [Property at 600 3rd Avenue \(previously the Law Office of Catherine Badgett\) be upfitted as a county courtroom with judge’s chambers for use by the Clerk of Court.](#)

Any Executive Session Matter on Which Discussion Has Not Been Completed May Have Discussion Suspended for the Purpose of Beginning the Open Session at Its Scheduled Time, And Council May Return to Executive Session Discussion After the Conclusion of The Open Session Agenda Items.

Note: Please Be Advised, There May Be Votes Based on Items from the Executive Session.

6:00 PM: Regular Session

• **Come out of Executive Session:**

• **Return to Open Session:**

➤ **5.1. Council Action to be taken on items as discussed in Executive Session**

Note: Council may act on any item appearing on the agenda, including items discussed in executive session.

6. PRESENTATIONS: [None](#)

7. CITIZEN COMMENTS:

Open Floor to the Public per Ordinance Number #08-17. Any citizen of the County may sign to speak in person at the Council Meeting (before the Council Meeting’s 6:00 PM start time on the Sign-In Sheet on the Podium), to address the Council on matters pertaining to County Services and Operations. Presentations will be limited to three (3) minutes per person, and total public input will be limited to 30 MINUTES.

8. RESOLUTIONS

- A) **Eric Larson** – Consideration of Resolution [#R-2026-24](#) of Jasper County, SC. Approving a Memorandum of Understanding with the City of Hardeeville for Maintenance of a Library in the Allendale-Hampton-Jasper Library System Located in the City of Hardeeville and Authorizing the County Administrator to Execute the Memorandum of Understanding on behalf of the County.
- B) **Eric Larson** – Consideration of Resolution [#R-2026-25](#) of Jasper County, SC. Approving an Intergovernmental Agreement with the City of Hardeeville for Workforce Training Programs for Jasper County Residents and Authorizing the County Administrator to Execute the Intergovernmental Agreement (IGA) on behalf of the County.
- C) **Jessica Davis and Courtney Thames, Clerk of Court's Office** - Consideration of Resolution [#R-2026-26](#) a Resolution of Jasper County, South Carolina, Approving the Establishment of a Rollover Bank Account for Unencumbered Title IV-D Child Support Funds Known as Unit Cost Reimbursement Funds.

9. PUBLIC HEARINGS, ORDINANCES, AND ACTION ITEMS

- A) **Lawrence Flynn and Chief Wells** - **Public Hearing** and **2nd Reading** of Ordinance [#O-2026-17](#) Amending Chapter 9 of the Code of Ordinances of Jasper County Regarding Fire Protection Districts to Create the Jasper County Rural Fire Protection District; Eliminating all Existing Fire Protection Districts; Authorizing the Novation of all Outstanding Bonds and Other Debt Obligations to the New District; Requesting and Accepting Dedication of County-Funded Fire Capital Equipment and Facilities; Authorizing a Fire Service Contract Between the New District and The City Of Hardeeville; Authorizing the Lease of Certain County Real Property; Authorizing the Conveyance of Certain Personal Property; and Other Matters Relating Thereto.
- B) **Jessica Davis and Courtney Thames, Clerk of Courts Office** – Consideration of the Request to Approve the Purchase of two X-ray Machines—one for the Courthouse and one for the Administrative Building—for a total of two machines, to be funded from this new line item.

10. Administrator's Report:

11. Councilmember Comments and Discussion

12. Adjournment:

Special Accommodations Available Upon Request to Individuals with Disabilities, please contact the Jasper County ADA & Civil Rights Coordinator, **Tisha Williams** in person at 358 Third Avenue, Ridgeland, South Carolina, by telephone at **(843) 717-3690** or via email at jadministrator@jaspercountysc.gov no later than 48 hours prior to the scheduled meeting.

AGENDA

WORKSHOP ITEM:

- Lawrence Flynn and Chief Wells - Consolidation of the Fire Service Districts and the Proposed Ordinance



POPE FLYNN
GROUP

Fire Service Consolidation

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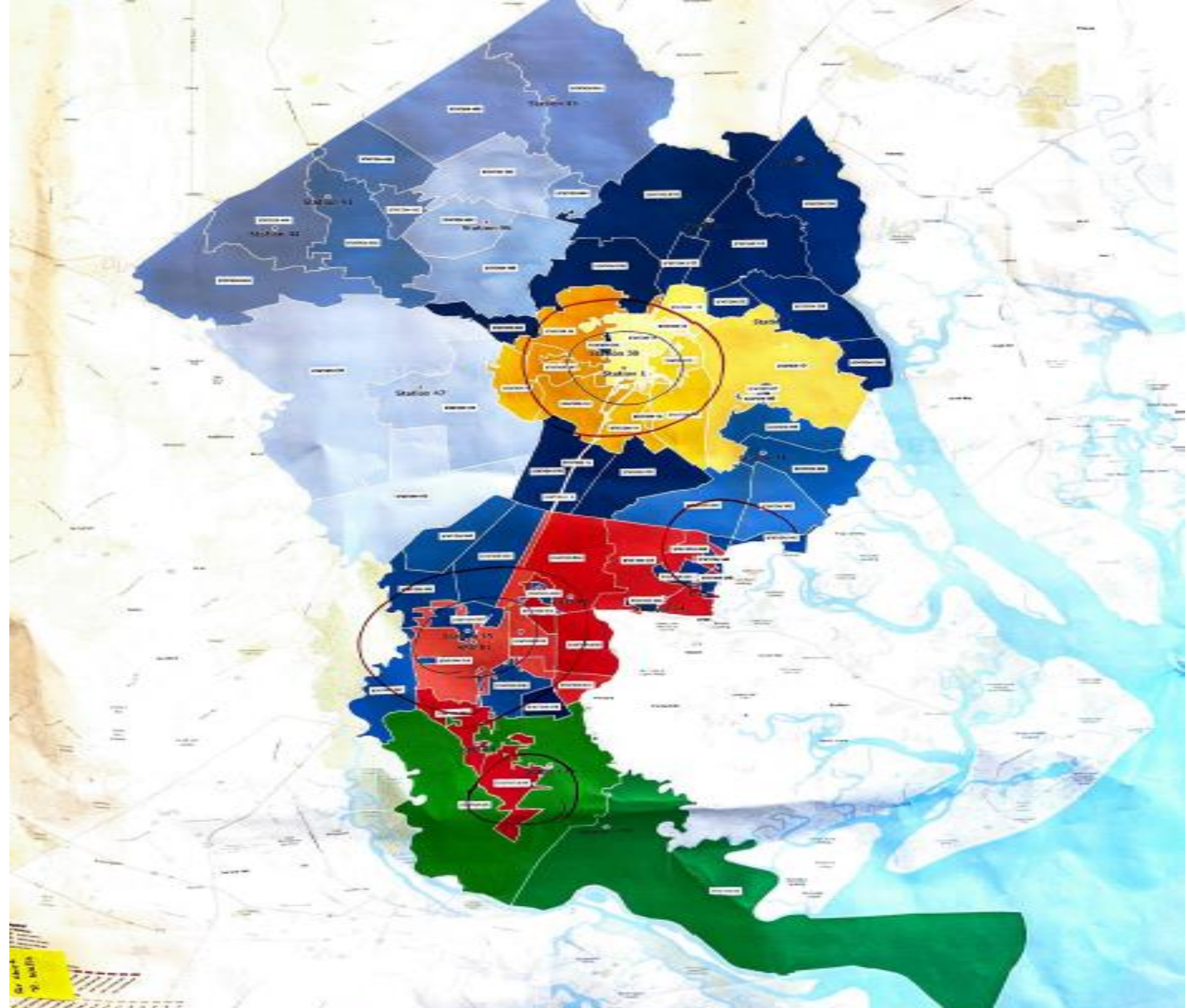
May 4, 2026

Pre-Consolidation Fire Service in Jasper County

Current Fire Providers/Districts

- Town of Ridgeland
- Ridgeland Vicinity FSA (County-created)
- City of Hardeeville
- Hardeeville Vicinity FSA(County-created)
- Cherry Point FSA (County-created, levies separate millage)
- Levy FSA (County-created, recently consolidated with former non-profit department)
- Rural Jasper County FSA (County-created, d/b/a Jasper County Fire-Rescue)

Pre-Consolidation Fire Service in Jasper County





Justifying Consolidation

- Improve recruitment and retention of firefighters
- Enable better training and potential full-time staffing
- Stabilize service calls and station capacity
- Improve response times and service quality
- Distribute fire service costs more equitably countywide
- Unify and potentially improve ISO ratings
- Increase county oversight and accountability
- Promote regional cooperation with municipalities
- Promote Joint Administration of Services

Summary of Fire Consolidation Ordinance.

- Amends Chapter 9 of Jasper County Code of Ordinances
- Creates the “Jasper County Rural Fire Protection District” effective July 1, 2026
- Operated as an Administrative Division of the County
- Eliminates all existing fire protection districts
- Conveys all existing assets to New District
- Authorizes debt novation, asset transfers, leases, and service contracts
 - Cherry Point Bond novated (\$1.308mm)
- Ratifies and Approves Fire Service Agreement
 - Fire Service Agreement with Hardeeville
 - Lease of 2 Stations (Levy (25), and Belinger Hill (20))



Powers of the District

Overall Responsibility:

- Operate and manage a comprehensive fire protection system for the Jasper Fire District through the Emergency Services Director.

Equipment & Facilities:

- Acquire, transfer, and assign firefighting equipment as needed; select locations for housing equipment; construct fire stations and related buildings; maintain, repair, and oversee all equipment and facilities; Ensure all property is owned by the County and not disposed of without Council approval

Personnel:

- Hire fire protection personnel and set compensation; Train and supervise firefighters

Operations & Oversight:

- Establish regulations to ensure effective use of equipment; Exercise all powers necessary to maintain fire protection services;

Contracting Authority (with Council approval):

- Contract with volunteer, municipal, or other fire service providers; ensure all funding and payment terms are clearly defined in agreements

Limitations (without Council approval):

- Cannot buy, sell, lease, or convey real estate; Cannot borrow money or incur debt; Cannot enter contracts or create legal obligations; Cannot set or adopt operational or administrative policies



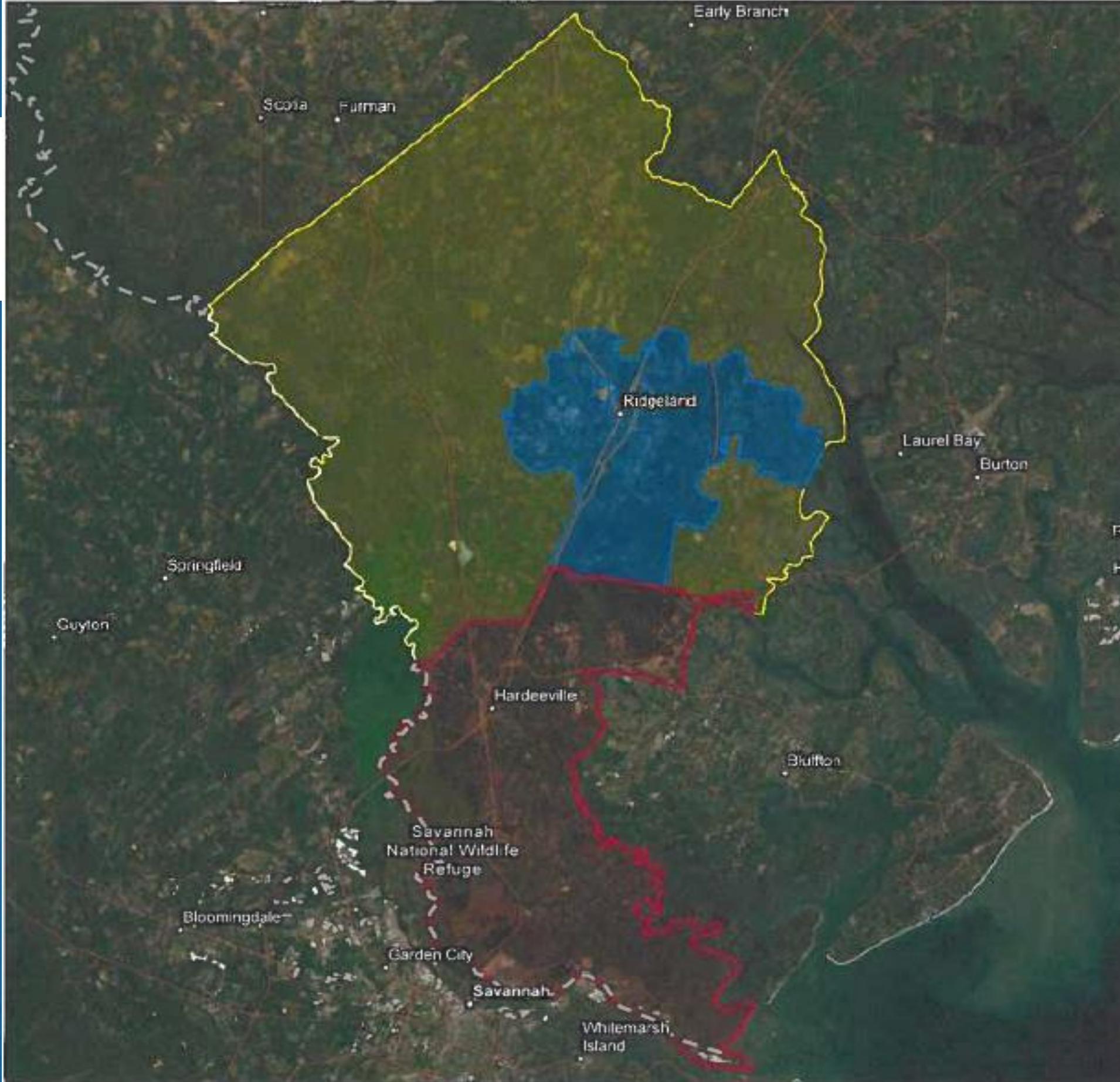
Contract with Hardeeville

Considerations

1. Extra-territorial service contract within County-wide Fire District
2. Acknowledgment of 1926B protection
3. Term: 5 Year Term, with 2 5-year renewals
4. Payment for Service (allocation of District-wide collections)
 - Debt millage untouched
5. Reductions for Annexation (dollar for dollar)
6. Governance, EMS, Site Responsibilities
 - Services: fire/rescue, prevention/safety, hazmat, EMS, transport
7. Allocation of 1% money to contractual service area
8. Maintain insurance/training



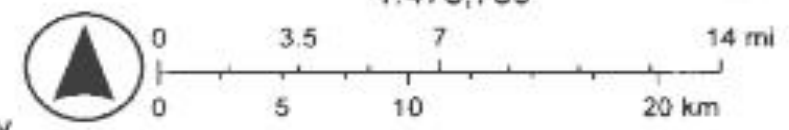
Consolidation



12/17/2025

- Hardeeville Fire District
- Ridgeland Fire District
- Jasper County Fire District

Low Resolution 15m Imagery
 High Resolution 60cm Imagery
 High Resolution 30cm Imagery



1:476,789



Taxes

Type of Millage	FY 2026 Millage	FY 2027 Millage*
County Operating Millage	145	-13 → 132
Cherry Point Operating Millage**	31	-31 → 0
Debt Millage	5	+13 → 5
Consolidated Fire Millage*** /****	0	+12 → 25
Total Operating Millage	150/181	162

* Reduces millage burden on cities, Hardeeville/Ridgeland, by 13 mills

** Only payable within Cherry Point FPD; goes away upon consolidation, resulting in net 19 mill reduction for former Cherry Point taxpayers

*** Taxes in Unincorporated Areas of Jasper County Increase by 12 mills

**** One Mill estimated to collect \$133k (excludes Hardeeville and Ridgeland, but includes Cherry Point), so 25 mills will generate \$3.325mm (24.6%) for unincorporated area fire service



Questions?



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Lawrence Flynn
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(803) 354-4902

STATE OF SOUTH CAROLINA
COUNTY OF JASPER

Ordinance # O - 2026-17

AN ORDINANCE
OF JASPER COUNTY COUNCIL

AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES OF JASPER COUNTY REGARDING FIRE PROTECTION DISTRICTS TO CREATE THE JASPER COUNTY RURAL FIRE PROTECTION DISTRICT; ELIMINATING ALL EXISTING FIRE PROTECTION DISTRICTS; AUTHORIZING THE NOVATION OF ALL OUTSTANDING BONDS AND OTHER DEBT OBLIGATIONS TO THE NEW DISTRICT; REQUESTING AND ACCEPTING DEDICATION OF COUNTY-FUNDED FIRE CAPITAL EQUIPMENT AND FACILITIES; AUTHORIZING A FIRE SERVICE CONTRACT BETWEEN THE NEW DISTRICT AND THE CITY OF HARDEEVILLE; AUTHORIZING THE LEASE OF CERTAIN COUNTY REAL PROPERTY; AUTHORIZING THE CONVEYANCE OF CERTAIN PERSONAL PROPERTY; AND OTHER MATTERS RELATING THERETO.

WHEREAS, the County Council of Jasper County (the “**County Council**”), the duly elected governing body of Jasper County, South Carolina (“**County**”), is empowered pursuant to Title 4, Chapter 19 (the “**Enabling Act**”) of the Code of Laws of South Carolina 1976, as amended (the “**South Carolina Code**”), “[t]o establish, operate, and maintain a system of fire protection” within the County.

WHEREAS, pursuant to the Enabling Act, Ordinance No. 09-19 dated July 20, 2009, as amended by Ordinance No. 2019-18 dated July 15, 2019, as amended by Ordinance No. 2022-39 dated March 15, 2023, and as amended by Ordinance No. 23-21 dated January 16, 2024 (collectively, the “**Existing Fire District Ordinances**”), the County previously established five separate fire service areas within unincorporated areas of the County, to wit: the Cherry Point Fire Protection District (“**Cherry Point**”), Rural Jasper County Fire Protection District, Levy Fire Protection District (“**Levy**”), Ridgeland Vicinity Fire Protection District, and Hardeeville Vicinity Fire Protection District (collectively, the “**Fire Districts**”).

WHEREAS, the County Council seeks to restructure the organization of fire services in the County by creating the Jasper County Rural Fire Protection District (the “**Jasper Fire District**”) and eliminating all of the Fire Districts (the “**Consolidation**”). The County Council has determined that the Consolidation will: (a) attract new firefighters; (b) retain existing firefighters; (c) allow for proper training of new and existing firefighters, and the potential to hire full-time firefighters; (d) stabilize service calls and fire station capacity; (e) promote better responsiveness and fire service to taxpayers, residents, and businesses within the County; (f) more effectively and

equitably spread the cost of fire services throughout the County; (g) unify and potentially improve ISO ratings throughout the County; (h) ensure County oversight on fire funding; (i) create accountability for contractual fire service providers operating in the County; and (j) promote regional cooperation and joint services with municipal fire service providers in the County.

WHEREAS, the County Council has determined to amend and restate the Existing Fire District Ordinances, as codified at Chapter 9, Article IV of the County's Code of Ordinances, in order to implement the Consolidation, and eliminate the Fire Districts.

WHEREAS, with the exception of Levy, all of the other Fire Districts are all governed, controlled, and operated by the County as an administrative division thereof; by and through the Consolidation, the Levy Fire Protection District Board will be dissolved, and thereafter, the Jasper Fire District will be governed, controlled, and operated as an administrative division of the County.

WHEREAS, as of the date hereof, there is outstanding the original principal amount \$1,308,200 Jasper County, South Carolina Fire Protection Service General Obligation Bond (Cherry Point Fire Protection District), Series 2023 (the "**Outstanding Obligation**") maturing on April 13, 2053.

WHEREAS, the Outstanding Obligation was issued for the benefit of Cherry Point, and is subject to novation under the terms hereof.

WHEREAS, pursuant to Sections 4-9-30(3) and 4-9-41 of the South Carolina Code, the County is expressly authorized to provide fire protection and related emergency services and to enter into contracts and cooperative arrangements for the joint administration and delivery of governmental services. These statutory provisions empower the County to determine the most efficient and effective means of furnishing essential public safety services to residents within its jurisdiction, including through intergovernmental agreements with municipalities.

WHEREAS, the County Council has determined that contracting with the City of Hardeeville, South Carolina ("**Hardeeville**") for the provision of fire protection and emergency services within the southern portion of the Jasper Fire District (Levy, West Hardeeville and portions of old Cherry Point), as shown on the map attached hereto as Exhibit A, serves a valid public purpose and promotes the health, safety, and welfare of the residents of the Jasper Fire District. Accordingly, the County's decision to enter into a Fire and Emergency Service Agreement with Hardeeville (the "**Hardeeville Service Agreement**"), the form of which is attached hereto as Exhibit B, for the provision of fire and emergency services within the southern portion of the Jasper Fire District is authorized by law, supported by sound public policy considerations, and undertaken in furtherance of the County's responsibility to provide for the protection of life and property within its jurisdiction.

WHEREAS, as a result of the Hardeeville Service Agreement, certain of the County’s existing fire stations will no longer be used by the County. Instead, the County will lease certain existing fire stations, particularly the Levy Fire Station (Station No. 25) (the “**Levy Station**”) and the Bellinger Hill Fire Station (Station No. 20) (the “**Bellinger Station**”) and together with the Levy Station, the “**Leased Stations**”), to Hardeeville for their use during the pendency of the Hardeeville Service Agreement under the terms of that certain Lease Agreement, the form of which is attached hereof as Exhibit C (the “**Lease Agreement**”). Additionally, certain Fire Assets (as defined herein) will be conveyed to Hardeeville under the terms of that certain Bill of Sale, the form of which is attached hereto as Exhibit D (the “**Bill of Sale**”).

WHEREAS, the terms of the Lease Agreement and the Bill of Sale provide for the City to lease the Leased Stations and acquire the Fire Assets for a cost that is arguably less than the fair market value of the respective interest. The County is cognizant that its authority to dispose of real property is limited by a fiduciary duty to act in the best interest of the public.¹ The County has a fiduciary duty to receive consideration of “reasonably equivalent value” in exchange for its sale or conveyance of real property.² In determining what constitutes “reasonably equivalent value,” the County is not limited to considering the monetary value received for the property but may also “consider indirect benefits resulting to the public in determining what is a fair and reasonable return for disposition of its properties....”³

WHEREAS, County Council has considered both the direct financial consideration and the indirect public benefits anticipated to result from the Lease Agreement and Bill of Sale and has determined that, taken together, such consideration constitutes reasonably equivalent value and a fair and reasonable return to the public for the disposition of the County’s interests in the Leased Stations and Fire Assets.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL, as follows:

Section 1 Recitals. Each finding or statement of fact set forth in the recitals hereto has been carefully examined and has been found to be in all respects true and correct. The County Council has determined that its actions herein satisfy all of the requirements and conditions set forth and established in the Enabling Act. The County Council believes that it is in the best interest of the County to undertake the Consolidation under the Enabling Act. Further, and as required by the Enabling Act, the County Council finds and determines that the establishment of the Jasper Fire District satisfies the requirements and conditions set forth in Section 4-19-10 of the Enabling Act.

Section 2 Amendment and Restatement of the County’s Code of Ordinances. The Existing Fire District Ordinances, as codified in the County’s code of

¹ *Haesloop v. City Council of Charleston*, 115 S.E. 596, 600 (S.C. 1923).

² *Id.*

³ Quoting *McKinney v. City of Greenville*, 203 S.E.2d 680, 688 (S.C. 1974).

ordinances at Chapter 9 “Civil Emergencies”, Article IV “Fire Protection Districts” shall be amended and restated in its entirety as follows:

Chapter 9 – CIVIL EMERGENCIES

Article IV. – FIRE PROTECTION DISTRICT

Sec. 9-80. Findings of Fact.

As an incident to the enactment of this article, Jasper County, South Carolina (the “County”), the County Council of Jasper County, the governing body of the County (the “Council”), finds that there shall be enacted a uniform ordinance for the operation of the system of fire protection within the County.

(1) Pursuant to the provisions of Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended (the “Enabling Act”), the Council is empowered to establish, operate, and maintain a system of fire protection 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.

(2) Pursuant to the Enabling Act, the County has determined to implement a fire service taxing district that is comprised of the unincorporated area of the County. The term "unincorporated area" means the area not included within the corporate boundaries of a municipal corporation created pursuant to Title 5, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, or within a special purpose district created before March 7, 1973, to which has been committed the governmental service which the county council intends to provide through the proposed special taxing district unless the special purpose district has been dormant for five years or more. There are no special purpose districts currently in existence or operating in the County.

(3) The County intends to restructure the organization of fire service funding in the County by confirming the existence of a single, unified fire service area under the Enabling Act, which it believes will: (a) attract new firefighters; (b) retain existing firefighters; (c) allow for proper training of new and existing firefighters, and the potential to hire full-time firefighters; (d) stabilize service calls and fire station capacity; (e) promote better responsiveness and fire service to taxpayers, residents, and businesses within the County; (f) more effectively and equitably spread the cost of fire services throughout the County; (g) unify and potentially improve ISO ratings throughout the County; (h) ensure County oversight on fire funding; (i) create accountability for contractual fire service providers operating in the County; and (j) promote regional cooperation and joint services with municipal fire service providers in the County.

(4) Pursuant to Ordinance No. _____ dated _____, 2026 (the “Consolidation Ordinance”), the Council established a new special tax district, which shall hereafter be known as the “Jasper County Rural Fire Protection District” (the “Jasper Fire District”). As a result, and upon the effective date of the Consolidation Ordinance, there shall be one unified fire service area operating within the County (not including any municipal fire departments that the County is not authorized to serve or is not otherwise providing service by contract). Additionally, any formerly created county fire service areas created under the Enabling Act shall be eliminated.

Sec. 9-81. Creation and Validation.

The Jasper Fire District shall consist of the entire unincorporated area of the County and is established for the purpose of providing and funding fire services in such area. The Council is authorized to exercise all powers provided by law and to perform all duties necessary to the proper rendering of fire services within all areas of the Jasper Fire District, including the levy and collection of ad valorem taxes upon all taxable property within the district, the levy and collection of uniform service charges for fire services to be levied on an annual basis, and arranging contracts to the provision of fire services within distinct areas of the Jasper Fire District.

Sec. 9-82. Administration; Assets; Authorization.

(a) The Jasper Fire District shall be operated as an administrative division of the County. The County hereby creates the “county fire rescue division”, as an administrative division of the County. The county fire rescue division, acting through the Emergency Services Director (as defined and described herein) shall represent, manage, and control the daily operations of the Jasper Fire District.

(b) All fire-related assets (real property, personal property, cash, investments or technology) of the Jasper Fire District shall be controlled by and titled in the name of the County. To the extent any County-funded assets are listed in the name of any previously created, but no longer existing county fire service area created under Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended (the “FSAs”), or any counterparty (contractual or otherwise) performing fire service functions for the County, the County, acting through the County Administrator, is authorized to undertake all necessary actions to effect and accept the proper transfer of any such assets to the County.

(c) All fire personnel of the Jasper Fire District, including the Emergency Services Director and any firefighters (volunteer or paid), shall be considered County employees and subject to the same county policies, procedures, and regulations, as similarly situated County employees. Further, all fire personnel of the Jasper Fire District shall be managed by

the Emergency Services Director under the term hereof. Notwithstanding the foregoing, any fire personnel of a contractual counterparty engaged by the County to provide fire protection services within the County shall not be considered County employees, but rather shall be employees or agents of such counterparty and responsible to the policies, procedures and regulations of the counterparty. However, and notwithstanding the foregoing, any counterparty and their respective personnel shall be responsible for performing fire services and otherwise conforming their actions to the terms set forth in the applicable fire protection services agreement with the County.

Sec. 9-83. Emergency Services Director

The county fire rescue division shall be operated and administered by the county emergency services coordinator (the “Emergency Services Director”) as part of the Jasper County Emergency Services department. The Emergency Services Director shall directly report to the County Administrator.

Sec. 9-84. Budget.

(a) County staff shall formulate an annual budget for the county fire rescue division to sustain the operations of the Jasper Fire District. Funding shall be through the levy of taxes and/or the imposition of rates and charges as well as any other monies appropriated, allocated, or redistributed by the County. The annual budget for the county fire rescue division may either be established as a stand-alone budget or incorporated into the County's general fund budget. The Council shall consider the annual budget for the county fire rescue division and may approve in total, modify, or amend the budget in its discretion. No funds shall be expended for purposes other than as allocated in the annual budget unless authorized or approved by the Council. However, line-items within the annual budget for the county fire rescue division may be moved within such fund as necessary to implement County fire-related functions.

(b) The budget shall be approved in accordance with the provisions of South Carolina law, and shall be incorporated as part of the County regular general fund budget preparations.

(c) Upon approval of the budget, the Council shall certify to the county auditor the tax levy or fee schedule, as applicable, for inclusion on the appropriate tax notices for the Jasper Fire District.

(d) In order to provide for facilities, rolling stock, equipment, and other needs of the Jasper Fire District, the County may issue, with or without an election, general obligation bonds (in a single issue or several separate issues) by the County on behalf of the Jasper Fire District. Such general

obligation bonds shall be secured by the full faith, credit, and taxing power of the County and shall be payable from *ad valorem* taxes levied and collected within the Jasper Fire District.

Sec. 9-85. Use of Revenues

All revenues, taxes, fees, and other funds collected for the benefit and use of the Jasper Fire District shall be deposited into a separate account established in the name of the Jasper Fire District. All expenditures and disbursements from such account shall be made only in accordance with applicable law and duly authorized budgetary procedures.

Notwithstanding the foregoing, the County may consolidate such funds for administrative or operational purposes with funds designated for emergency medical services, provided that the accounting system clearly identifies, segregates, and tracks all revenues and expenditures attributable to the Jasper Fire District.

Sec. 9-86. Taxes; Fees

(a) In conformance with the budget, a schedule of taxes to be assessed and collected and/or the rates and charges imposed and collected as taxes shall be as set from time to time as necessary to fund the operations of the Jasper Fire District.

(b) There may be levied ad valorem property taxes within the boundaries of the Jasper Fire District for operation and maintenance purposes. If the Jasper Fire District levies taxes, all real and personal property currently within the boundaries of the Jasper Fire District shall be assessed and taxed in accordance with the provisions of state law.

(c) Alternatively, or additionally, the Jasper Fire District may impose rates and charges for operation and maintenance purposes in the discretion of the County. If the Jasper Fire District imposes fees or charges, such fees or charges shall be imposed and collected in accordance with the provisions of state law.

Sec. 9-87. Boundaries

(a) The Jasper Fire District shall include the entirety of the unincorporated area of the County. Additionally, the County, on behalf of the Jasper Fire District, may enter into service contracts to provide service outside its corporate boundaries by contract, including with or within any municipalities under the joint exercise of powers provisions of the Enabling Act. Further, the Council may determine to contract for any municipal fire department to provide services within any portion of the Jasper Fire District by contract.

(b) The county fire rescue division shall arrange for the preparation and promulgation of maps, charts, and other demographic information as necessary to depict the service area of the Jasper Fire District as it may change over time. Such maps may be relied upon for the purpose of levying taxes or fees under Section 9-86 hereinabove.

Sec. 9-88. Powers, Duties and Responsibilities.

(a) The county fire rescue division, acting through the Emergency Services Director, shall have the following duties and responsibilities (for the benefit of the Jasper Fire District):

(1) To buy, convey, and/or assign fire-fighting equipment as necessary for the purpose of controlling fire(s) within the Jasper Fire District;

(2) To select sites or places within its service area where fire-fighting equipment must be kept;

(3) To employ all necessary fire protection personnel and fix their compensation;

(4) To employ and supervise the training of firemen to insure that the equipment is utilized for the best interest of all those in the Jasper Fire District;

(5) To be responsible for the purchase, acquisition, upkeep, maintenance and repairs of all fire-fighting equipment, fire stations and fire station sites; however, all such personal and real property purchased, acquired, operated and maintained shall be owned by and properly titled in the name of the county and shall not be subject to disposal or sale without the approval of Council;

(6) To promulgate such regulations as may be necessary to insure that equipment is being used to the best advantage of the County;

(7) To construct buildings to house equipment and all fire stations necessary to provide fire protection;

(8) To exercise any and all other powers necessary to operate and maintain a comprehensive system of fire protection within the County; and

(9) To contract with fire service providers, including volunteer fire departments, municipal departments or any other fire provider for the provision of fire protection services within all or a portion of the Jasper Fire District. By entering into such contracts (with the approval of Council),

funding or payment for fire protection services, including capital funding, shall be specifically described and detailed in such agreement.

(b) It is expressly noted that, in the absence of approval by Council, the Emergency Services Director shall not have any power or authority to: (i) enter into any contract to purchase, lease, convey or sell real estate; (ii) borrow any money (including lease-obligations); (iii) enter into any contracts, or other create any legal obligation of the County or the Jasper Fire District; or (iv) set, make or adopt policies regarding the operation or administration of the Jasper Fire District.

Sec. 9-89. Procurement.

The county fire rescue division shall be governed by the administrative rules of procedure governing other county agencies/departments and shall additionally comply with and be governed by the County's procurement code.

Sec. 9-90. Interference with Firefighters.

(a) It shall be unlawful to hinder or obstruct any firefighter or other authorized fire personnel while such persons or personnel are responding to a fire call or any other emergency call, or to hinder or obstruct persons or personnel who are attempting to extinguish a fire or remedy any emergency while acting in an official capacity. In keeping with the foregoing, and in the absence of automatic aid, mutual aid or other joint services agreements between or among fire providers authorized to perform fire service functions in the County, only the Jasper Fire District or the County's authorized contractual counterparties shall be permitted to exercise fire service activities and functions within a designated fire service area. Any entity, other than the Jasper Fire District or a contractual fire service provider hereunder, that responds to, performs, or attempts to perform fire service functions without a contract shall be automatically assumed to be in violation of this Sec. 9-90(a).

(b) The failure to obey any lawful order of any official of the fire-rescue division at the scene of any emergency shall be unlawful.

(c) Violations of the foregoing shall be punishable under the terms of the general penalties in Sec. 1-8 of the code of ordinances, as may be amended from time.

Sec. 9-91 to 99. Reserved.

Section 3 Transfer and Acceptance of Assets.

A. As applicable, all real and personal property (including all cash and investments) of the Fire Districts shall become the assets of the County and upon the enactment of this Ordinance, any cash and investments shall be transferred from the Fire Districts (or the accounts established therefor) to the County's account(s) for Jasper Fire District. Likewise, and except as described in Section 5 of this Ordinance, all obligations and liabilities of the Fire Districts shall become obligations and liabilities of the Jasper Fire District.

B. On or prior to the Effective Date (as defined herein):

1. The Jasper Fire District shall succeed to, without other transfer, and shall possess and enjoy all of the rights and privileges, immunities, powers, and franchises, both of a public and private nature, and shall be subject to all of the restrictions, liabilities, and duties of the Fire Districts.

2. To the extent title to any real property is vested by deed or otherwise to or in the name of any of the Fire Districts, or any agent, agency, or beneficial entity thereof (including any former, existing or planned fire service counterparty, including contractual counterparties), the title to such real property shall not automatically revert, transfer, or otherwise be encumbered by the terms of this Ordinance; however, through the enactment of this Ordinance, the County Council, in its capacity as the governing body of each of the Fire Districts, has authorized and approved the transfer of any and all real property of each such Fire District to the County (to the extent not already titled in the name of the County). To the extent the Leased Stations are owned or controlled by the Fire Districts, the Leased Stations are authorized for demise and lease under the terms hereof.

3. To the extent title to or ownership of any tangible personal property is vested in the name of any of the Fire Districts, or any agent, agency, or beneficial entity thereof (including any former, existing or planned fire service counterparty, including contractual counterparties), such title or ownership shall not automatically revert, transfer, or otherwise be encumbered or impaired by the terms of this Ordinance; however, through the enactment of this Ordinance, the County Council, in its capacity as the governing body of each of the Fire Districts, has authorized and approved the transfer of any and all of the personal property of each such Fire District's interest to the County (to the extent not already titled in the name of the County). To the extent any of the personal property assets associated with the Leased Stations are owned or controlled by the Fire Districts, such assets are authorized for conveyance under the terms hereof.

4. Best efforts shall be undertaken to pay all current bills, charges, and liabilities of the Fire Districts from the respective assets acquired from each Fire District, including any workers compensation insurance premiums or liability

insurance premiums due through the Effective Date for firefighters or the physical assets of each such Fire District. If circumstances arise or occur wherein such items cannot be paid from the assets of the respective Fire District, proper arrangements will be made with or by the Jasper Fire District, which is receiving the particular asset, for payment of such bill, charge, or liability.

D. On behalf of the County, the Jasper County Administrator, including any person serving such role in an interim capacity (the “**County Administrator**”), or his respective designees, are authorized to execute and deliver any bill of sale, deed, instrument, certificate, or other documentation necessary or convenient to carry out the intent of this Section.

Section 4. Assignment of Service Rights and Contracts; Contracts for Service.

A. Notwithstanding any limitation in such agreements to the contrary and excepting any other service agreements authorized under the provisions of this Ordinance, any agreements, contracts, rights, title, interest and other obligations between any of the Fire Districts and any municipal fire service or other fire providers (together, the “**Other Fire Providers**”) shall be assigned, granted and transferred in full to the Jasper Fire District, who shall accede to and continue performing any and all fire service functions previously provided to the Other Fire Providers by any of the Fire Districts.

B. Notwithstanding the provisions of paragraph (A) of this Section 4, to the extent any current agreement with any of the Other Fire Providers, expressly including but not limited to mutual or automatic aid agreements, requires amendments, supplements, modifications or a restatement in full (collectively, a “**Modification Agreement**”) as a result of this Ordinance, any Modification Agreement, subject to review and approval by the County’s legal counsel, is fully authorized and permitted by the terms hereof. Each Modification Agreement, if any, shall be executed and delivered on behalf of the County by the County Administrator. Upon such execution, the County Council shall be timely informed of the execution of the Modification Agreement. The consummation of the transactions and undertakings described in any Modification Agreement, and such additional transactions and undertakings as may be determined by the County Administrator, in consultation with legal counsel to be necessary or advisable in connection therewith, are hereby approved.

C. In addition to the assignment of any agreement with Other Fire Providers, or any Modification Agreement contemplated above, the County, upon the advice of legal counsel and the Fire Service Coordinator, may assume the contractual duties and obligations of any Fire District. Any such assumption shall be set forth in a written instrument executed and delivered on behalf of the County by the County Administrator. The execution, delivery, and performance of any agreement so assigned or assumed, together with any related actions, transactions, or undertakings that the County Administrator, in consultation with legal counsel, determines to be necessary or advisable in connection therewith, are hereby authorized and approved.

D. Notwithstanding the provisions of paragraphs (A) or (B) of this Section 4 and as described in the recitals hereto, County Council hereby authorizes the County to enter into the Hardeeville Service Agreement, the form of which is attached to this Ordinance as Exhibit B. The Hardeeville Service Agreement shall be executed and delivered on behalf of the County Administrator and attested to by the Clerk to Council. Upon such execution, the County Council shall be timely informed of the execution of the Hardeeville Service Agreement. The consummation of the transactions and undertakings described in the Hardeeville Service Agreement and such additional transactions and undertakings as may be determined by the County Administrator in consultation with counsel to be necessary or advisable in connection therewith, are hereby approved. In providing its approval of the Hardeeville Service Agreement, the County Council explicitly reserves, and does not delegate, all rights, duties, or actions respecting substantive revisions to the Hardeeville Service Agreement. The County Council is authorizing and directing the ministerial completion of any minor details reflected in the current form of the Hardeeville Service Agreement and the action of executing and delivering such agreement on behalf of the County. Material deviations of the Hardeeville Service Agreement shall require subsequent approval of the County Council. Should the Hardeeville Service Agreement require a material revision after the approvals granted by this Ordinance, such revisions shall be presented to the County 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 Hardeeville Service Agreement and the rights and responsibilities of the County thereunder different from in the form of the Hardeeville Service Agreement provided to Council on the date of enactment of this Ordinance. In connection with the execution and delivery of the Hardeeville Service Agreement, the County Administrator 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 5. Lease Approval

A. Under the laws of the State, the County is authorized to sell, alien, convey, lease or otherwise dispose of real property.

B. The County Council has reviewed the draft of the Lease Agreement, and in recognition of the emergency services to be performed by the City under the Hardeeville Service Agreement, has determined that good cause exists to lease the Leased Stations to Hardeeville.

C. The Lease Agreement shall be executed and delivered on behalf of the County by the County Administrator in the form substantially conforming to the draft attached to this Ordinance as Exhibit C, but with such non-material changes as the County Administrator, on the advice of legal counsel, determines to be in the best interest of the County. Following execution, the County Council shall be timely informed of the execution of the Lease Agreement and informed as to the final terms thereof and such changes from the current draft as the County Administrator determined necessary to carry out the purposes of this Ordinance. The consummation of the transactions and

undertakings described in the Lease Agreement, and such revisions and undertakings as may be determined by the County Administrator, in consultation with legal counsel, to be necessary or advisable in connection therewith, are hereby approved.

Section 6. Bill of Sale

A. Under the laws of the State, the County is authorized to sell or otherwise dispose of personal property.

B. The County Council hereby approves the transfer of certain fire apparatus, vehicles, equipment, furnishings, tools, supplies, and related tangible personal property (collectively, the “**Fire Assets**”) pursuant to a Bill of Sale in substantially the form attached hereto as Exhibit E, but with such non-material changes as the County Administrator, on the advice of legal counsel, determines to be in the best interest of the County. Following execution, the County Council shall be timely informed of the execution of the Bill of Sale and informed as to the final terms thereof and such changes from the current draft as the County Administrator determined necessary to carry out the purposes of this Ordinance. The consummation of the transactions and undertakings described in the Bill of Sale, and such revisions and undertakings as may be determined by the County Administrator, in consultation with legal counsel, to be necessary or advisable in connection therewith, are hereby approved.

Section 7. Outstanding Obligation.

A. As of the date hereof, there is currently outstanding the Outstanding Obligation. The County, acting through the County Administrator, is authorized to do all things necessary to arrange for the transfer and novation of the Outstanding Obligation to the United States Department of Agriculture, Rural Development (“**USDA**”) as the holder thereof (the “**Novation**”).

B. As necessary to memorialize the Novation, the County, acting through the County Administrator, shall arrange for USDA to sign and deliver a certificate authorizing the Novation, the form of which is attached hereto as Exhibit E, and incorporated herein by reference (the “**Novation Certificate**”).

C. Upon receipt of the executed Novation Certificate and as of the Effective Date, the County Council hereby authorizes the issuance, execution, and delivery of a new General Obligation Bond, Series 2026 (the “**Novated Bond**”) in favor of USDA, as the holder thereof, the form of which is attached hereto as Exhibit F. The Novated Bond shall: (1) be issued in substitution for, and not in addition to, the Outstanding Obligation; (2) be in the same original principal amount (less any principal previously paid), bear interest at the same rate or rates, and contain the same payment terms, maturity schedule, prepayment provisions, and other material terms and conditions as are set forth in the Outstanding Obligation; (3) contain such revisions as are necessary to reflect that taxes shall be levied within the area of the Jasper Fire District, in lieu of the Cherry Point, within the time or times, and in amounts, sufficient to make payments of principal and interest on the Novated Bond as the same fall due; and (4) contain such other conforming or

administrative changes as may be required by USDA or any laws affecting the Outstanding Obligation. Upon the execution and delivery of the Novated Bond, the Outstanding Obligation shall be novated and Cherry Point shall have no any payment obligations thereunder.

D. The Novated Bond shall constitute a general obligation of Jasper County, South Carolina, and the full faith, credit, and taxing power of the County are hereby irrevocably pledged to the payment of the principal of and interest on the Novated Bond as they respectively mature. For so long as the Novated Bond remains outstanding, there shall be levied annually, and there is hereby authorized to be levied, ad valorem taxes without limitation as to rate or amount upon all taxable property within the taxing area of the Jasper Fire District, in lieu of Cherry Point, in an amount sufficient to pay the principal of and interest on the Novated Bond as the same become due and payable. Such taxes shall be collected and applied in accordance with law and shall be used solely for the payment of debt service on the Novated Bond.

E. The County Administrator, the Clerk to Council, and such other officers and officials of the County as may be appropriate are hereby authorized and directed to execute and deliver the Novated Bond and such other documents, certificates, and instruments, and to take such further actions, as may be necessary or desirable to carry out the intent of this Ordinance. Further, due notice of the Novated Bond shall be provided to the County Auditor and County Treasurer as necessary to ensure the proper levy and collection of taxes sufficient to make payments on the Novated Bond as the same fall due.

Section 8. Public Hearings. Prior to the date of enactment of this Ordinance and pursuant to Sections 4-19-20 and 4-9-130 of the Code of Laws of South Carolina 1976, as amended, the County did hold public hearings regarding the Consolidation and the Lease Agreement on [DATE], 2026. Notice of the public hearings, in the form attached hereto as Exhibit G, was timely published three times in the Sun Times, which is a newspaper of general circulation in the County. First publication of such notices did occur not less than sixteen days prior to the date of the public hearing, and all interested parties were given an opportunity to speak in favor of or against this Ordinance.

Section 9. Notice of Enactment. Subsequent to the enactment of this Ordinance, a notice of enactment, the form of which is attached hereto as Exhibit H, shall be published once a week for two successive weeks in the Sun Times, which is a newspaper of general circulation in the County (the “**Enactment Notice**”). Subject to the timing requirements in Section 4-19-20(6) of the South Carolina Code, this Ordinance shall not be subject to challenge after its enactment and subsequent publication of the Enactment Notice.

Section 10. Further Action. Notwithstanding the Consolidation under the terms of this Ordinance, the County staff, acting through the County Administrator, as required or necessary, may undertake any supplemental, follow-up and/or final actions following the enactment of this Ordinance and the imposition of its terms. To the extent necessary, each of the Fire Districts shall remain constituted and empowered to act until

such time as the Consolidation becomes effective and all have been transferred, conveyed, disposed, or sold; thereafter, each of the Fire Districts shall be finally dissolved and terminated without further action by the County Council.

Section 11. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 12. Limitation of Rights. Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause(s) of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 13. Inconsistency. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict or inconsistency.

Section 14. Effective Date. This Ordinance shall take effect as of the later of July 1, 2026 (the “*Effective Date*”), or (ii) the 20 days following the last publication of the Enactment Notice.

JASPER COUNTY, SOUTH CAROLINA

Joseph Arzillo, Vice-Chairman⁴
Jasper County Council

ATTEST:

Wanda H. Giles, Clerk to Council

ORDINANCE: #O-2026-17

First Reading: 04.06.2026
Second Reading: 05.04.2026
Public Hearing: 05.04.2026
Enactment: _____

Reviewed for form and draftsmanship by the interim Jasper County Attorney.

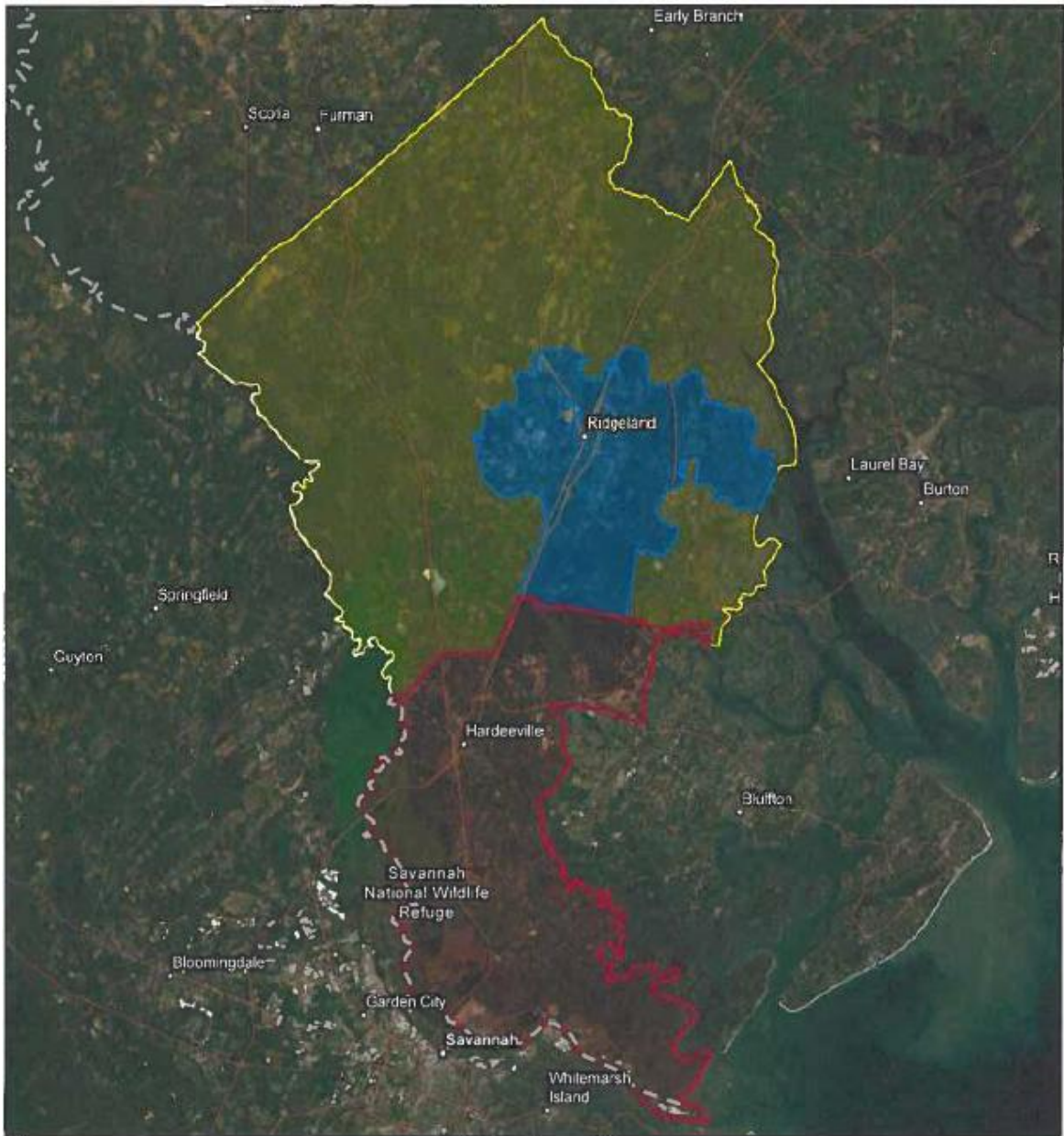
Pope Flynn, LLC

Date

⁴ Due to this employment with Hardeeville, the Chairman recused himself from approval on this matter.

Exhibit A

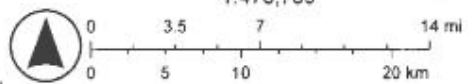
MAP OF HARDEEVILLE SERVICE AREA



12/17/2025

-  Hardeeville Fire District
-  Ridgeland Fire District
-  Jasper County Fire District
- World Imagery

Low Resolution 15m Imagery
High Resolution 60cm Imagery
High Resolution 30cm Imagery
Citations



Earthstar Geographics, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

Exhibit B

FORM OF HARDEEVILLE SERVICE AGREEMENT

EXHIBIT C
FORM OF LEASE

this Bill of Sale as Appendix 1, and such conveyance included all rights to recover any such personal property included in this conveyance which may be determined to be absent from the premises as of the date and time of this conveyance.

Leased Stations

**Levy Fire Station (Station No. 25)
2721 Levy Road
Hardeeville, South Carolina 29927
TMS No.: 038-00-05-006**

**Bellinger Hill Fire Station (Station No. 20)
3677 Bellinger Hill Road
Hardeeville, South Carolina 29927
TMS No.: 072-00-01-045**

Through its acceptance of the assets conveyed hereunder, the City acknowledges and agrees that the Assets are transferred and accepted **AS IS, WHERE IS, WITH ALL FAULTS**, and without any representation or warranty of any kind, express or implied, by the County. Without limiting the generality of the foregoing, the County makes no representation or warranty as to the condition, merchantability, fitness for a particular purpose, design, operation, compliance with applicable laws, or suitability of the Assets for continued fire protection or emergency services use. The City acknowledges that it has had the opportunity to inspect the Assets, is relying solely upon its own investigation and evaluation, and accepts the Assets at its own risk as to their condition, functionality, repair needs, and compliance. The City assumes all risk of loss, damage, liability, maintenance, repair, and operation of the Assets arising on or after the effective date of this Bill of Sale. The City further releases and discharges the County from any and all claims, demands, causes of action, and liabilities of any kind arising out of or related to the condition, use, or operation of the Assets after the effective date, except to the extent arising from Seller's fraud or willful misconduct.

Notwithstanding anything herein to the contrary, the particular Fire Assets identified on Appendix 2 attached hereto and incorporated herein by reference (the "Reversionary Assets") are conveyed subject to the express condition subsequent that, in the event the Service Agreement expires or is terminated for any reason, the Reversionary Assets shall automatically revert to and revest in the County. Upon expiration or termination of the Service Agreement, the City shall promptly (i) cease asserting any ownership interest in the Reversionary Assets, (ii) execute and deliver such bills of sale, assignments, or other instruments as the County may reasonably request to evidence the reconveyance of the Reversionary Assets to the County, and (iii) return and surrender possession of the Reversionary Assets to the County in substantially the same condition as received, reasonable wear and tear excepted, including the obligation to repaint, rebadge and restripe, as applicable, any of the Reversionary Assets to the County's fire insignia and markings. The City acknowledges that its interest in the Reversionary Assets is expressly conditioned upon

the continued effectiveness of the Service Agreement and that no additional consideration shall be due upon such reversion. The provisions of this Section shall survive delivery of this Bill of Sale.

TO HAVE AND TO HOLD the same to the City its successors and assigns, to its or their use forever.

The County, through its duly authorized representative subscribed and attested below, has good right and authority to convey the Assets as aforesaid and to execute this Bill of Sale to the County. The City, through its duly authorized representative subscribed and attested below, has good right and authority to accept the Assets in their current condition and to execute this Bill of Sale to the City.

[Remainder of Page Intentionally Left Blank]

In Witness Whereof, the County, acting through its duly authorized County Administrator, has executed this Bill of Sale this ___th day of _____, 2026.

JASPER COUNTY, SOUTH CAROLINA

By: _____
County Administrator

WITNESSES

Witness #1

By: _____
Name: _____

Witness #2

By: _____
Name: _____

In Witness Whereof, the City, acting through the Mayor, has executed this Bill of Sale and acknowledges the limitations of the Assets as described therein, this ___th day of _____, 2026.

CITY OF HARDEEVILLE, SOUTH CAROLINA

By: _____
Mayor

WITNESSES

Witness #1

By: _____
Name: _____

Witness #2

By: _____
Name: _____

APPENDIX 1

INVENTORY LIST FOR BILL OF SALE

[Add list of assets]

APPENDIX 2

REVERSIONARY ASSETS LIST

[Add list of Reversionary Assets]

Exhibit E

FORM OF NOVATION AUTHORIZATION

This Novation Authorization (this “*Novation Certificate*”) is made by the United States Department of Agriculture, Rural Development (“*USDA*”), for the benefit of Jasper County, South Carolina (the “*County*”), and the Jasper County Rural Fire Protection District (the “*Successor District*”).

RECITALS

WHEREAS, USDA is the holder and/or beneficiary of the originally issued \$1,308,200 Jasper County, South Carolina Fire Protection Service General Obligation Bond (Cherry Point Fire Protection District), Series 2023 (the “*Original Bond*”).

WHEREAS, the Original Bond was issued by the County for the benefit of the Cherry Point Fire Protection District (“*Cherry Point*”).

WHEREAS, pursuant to Ordinance No. 26-___ dated _____, 2026 and effective [July 1, 2026] (the “*Consolidation Ordinance*”), the County has reorganized and consolidated certain fire protection service areas, including Cherry Point, into a single countywide unincorporated area fire district known as the Jasper County Rural Fire Protection District (the “*Successor District*”).

WHEREAS, under the Consolidation Ordinance, the Successor District has assumed and agreed to assume all responsibilities, duties, and obligations of Cherry Point, including those relating to the Original Bond; and

WHEREAS, the County has requested that USDA consent to a novation of the Original Bond, pursuant to which the Original Bond shall be canceled and replaced with a new General Obligation Bond (the “*Novated Bond*”) reflecting the Successor District as the beneficiary and taxing area for repayment; and

WHEREAS, USDA is authorized to enter into this Novation Certificate in order to ensure the continued administration, repayment, and security of the indebtedness in accordance with applicable federal regulations and loan documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, USDA certifies and agrees as follows:

1. **Novation and Substitution.** USDA hereby consents to and approves a full novation of the Original Bond. Effective upon the execution and delivery of the Novated Bond to USDA, the Original Bond shall be deemed canceled and superseded in its entirety and replaced by the Novated Bond.

2. **Issuance of Novated Bond.** The County shall execute and deliver to USDA the Novated Bond in substantially the same outstanding principal amount (less any principal

previously paid), bearing the same interest rate or rates, and containing the same payment terms, maturity schedule, prepayment provisions, security, and other material terms as the Original Bond, except as modified to: (i) reflect the Jasper County Rural Fire Protection District as the beneficiary of the financed facilities and improvements; and (ii) provide that debt service shall be payable from taxes levied within the taxing area of the Successor District in lieu of Cherry Point.

3. **Release of Prior Designation.** Upon delivery of the Novated Bond, USDA agrees that the obligations previously designated for the benefit of Cherry Point under the Original Bond shall be extinguished and replaced by the obligations set forth in the Novated Bond. The indebtedness shall continue uninterrupted, but solely under and pursuant to the terms of the Novated Bond.

4. **General Obligation Status.** The Novated Bond shall constitute a valid and binding general obligation of the County, secured by the full faith, credit, and taxing power of the County, and payable in accordance with its terms from ad valorem taxes lawfully levied within the area of the Successor District.

5. **Assumption of Responsibilities.** The County, acting for the benefit of the Successor District, acknowledges and affirms its responsibility for the continued administration of the financed facilities and for compliance with all applicable federal requirements associated with the Novated Bond and related loan documents.

6. **Effectiveness.** This Novation Certificate shall become effective upon execution by USDA and acceptance by the County. This Novation Certificate and the Novated Bond may be attached to and made a part of the official transcript and records relating to the Original Bond and the Novated Bond.

IN WITNESS WHEREOF, USDA has caused this Novation Certificate to be executed by its duly authorized representative as of the ___ day of _____, 2026.

**UNITED STATES
DEPARTMENT OF AGRICULTURE,
RURAL DEVELOPMENT**

By: _____
Name: _____
Title: _____

Exhibit F

FORM OF NOVATED BOND

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER
FIRE PROTECTION SERVICE GENERAL OBLIGATION BOND
(JASPER COUNTY RURAL FIRE PROTECTION DISTRICT)
SERIES 2026**

No. R-1

Original Closing Date: April 13, 2023
Novation Date: July 1, 2026

KNOW ALL MEN BY THESE PRESENTS, that **JASPER COUNTY, SOUTH CAROLINA** (hereinafter called the “County”), a body corporate and politic and a political subdivision under the laws of the State of South Carolina, is justly indebted and, for value received, hereby promises to pay to the UNITED STATES OF AMERICA, UNITED STATES DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT (the “Government”), or registered assigns, the principal sum of [NEW PAR AMOUNT], plus interest from the date of delivery at the rate of three and fifty hundredths per centum (3.50%) per annum, payable annually, beginning one year from the date of delivery of this Bond and closing of the Loan (if such date be the 29th, 30th, or 31st day of the month, then on the 28th day of each month) and on the same day of each year through and including the final maturity date hereof on April 13, 2053, as follows: **[INCLUDE NEW PAYMENT TERMS]**. Unless otherwise redeemed as contemplated herein, the final maturity of the Bond shall be 30 years from the date of the Original Closing Date.

Both the principal hereof and interest hereon are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for payment of public and private debts.

FOR THE PROMPT PAYMENT HEREOF, both principal and interest, as the same shall become due, the full faith, credit, and taxing power, of the County are irrevocably pledged. This Bond is payable from and additionally secured by a pledge of the net revenues collected from the Fire Protection Service Tax imposed in the Jasper County Rural Fire Protection District, pursuant to Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended and Ordinance No. 26-__ dated ____, 2026 (the “Consolidation Ordinance”).

EVERY PAYMENT made on any indebtedness evidenced by this Bond shall be applied first to interest computed to the effective date of the payment and then to principal. Refunds and extra payments, as defined in the regulations of the Government, according to the source of funds involved, shall, after payment of interest, be applied to the installment last to become due under this Bond and shall not affect the obligation of the County to pay the remaining installments as scheduled herein.

ALL PAYMENTS by way of principal and interest shall be paid to the Government, or its legal representative, successors or registered assigns at the District Office of Rural Development, Walterboro, South Carolina, without presentation or surrender of this Bond.

THE GOVERNMENT at any time may assign and transfer this Bond in the manner hereinafter noted (and, if it wishes, insure the payment thereof) and, in such case, notwithstanding that this Bond shall no longer be held by the Government, the County shall continue to effect the payment of all sums due hereon by way of principal and interest to the Government, as collection agent for the registered owner.

WHILE THIS BOND is held by a party other the Government, prepayments made by the County may, at the option of the Government, be remitted by the Government to the registered owner promptly or, except for the final payment, be retained by the Government and remitted to the registered owner on either a calendar quarter basis or an annual basis. The effective date of every prepayment made by the County, except payments retained and remitted by the Government on an annual basis, shall be the date of the United States Treasury check by which the Government remits the payment to the registered owner. The effective date of every prepayment retained and remitted by the Government to the registered owner on an annual installment due basis, shall be the date of prepayment by the County, and the government will pay the interest to which the registered owner is entitled accruing between the effective date of such prepayment and the date of the United States Treasury check by which the Government remits the payment to the registered owner.

THE COUNTY hereby confirms the certification by the County that the County is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time.

IF AT ANY TIME it shall appear to the Government that the County may be able to obtain a loan from a reasonable cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, the County will, at the Government's request, apply for and accept such loan in an amount sufficient to prepay this Bond on the next available prepayment date.

THIS BOND is given as evidence of a loan to the County made by the Government pursuant to the Consolidated Farm and Rural Development Act and shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

ON ANY INTEREST payment date, principal installments due on this Bond may be prepaid prior to their due dates at the option of the County, either in whole or in part, from any money which may be made available for that purpose or deposited with or paid to the registered owners (the "Registered Owners") on or before the due date of such installments. If installments are prepaid in part, such prepayments shall be in the inverse chronological order of such installments in whole multiples of \$1,000.

THIS BOND shall at all times be registered as to principal and interest in the name of the registered owner hereof on books of registry (the “Books of Registry”) of the County maintained by the County and to be kept in the office of the Jasper County, South Carolina, and each transfer to be valid shall be made on the Books of Registry and similarly noted on this Bond.

THE PERSON IN WHOSE NAME the Bond shall be registered on the Books of Registry shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of and interest on the Bond shall be made only to or upon the order of the Registered Owner or his legal representative. All such payments shall be valid and effective to satisfy and discharge the liability of the County upon such Bond to the extent of the sum or sums so paid.

THIS BOND is one of an issue of bonds of like original date of issue, tenor, and effect except as to number, denomination, date of authentication, and registered owner, [NEW PAR AMOUNT], issued pursuant to and for purposes authorized by Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended, and continued by Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended; and an original bond ordinance dated March 2, 2020, and the Consolidation Ordinance; in order to defray the costs of acquisition and construction of the Marsh Cove Fire Substation and related costs and costs of issuance of this Bond.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things, required by the Constitution and laws of the State of South Carolina to exist, to happen, and to be performed, precedent to or in the issuance of this Bond exist, have happened, and have been done and performed in regular and due time, form, and manner; that the total indebtedness of the County, including this Bond, does not exceed any constitutional or statutory limitation thereon; and that provision has been made for the levy and collection of sufficient annual taxes, without limit, for the payment of the principal and interest hereof, as they should fall due.

IN WITNESS WHEREOF, JASPER COUNTY, SOUTH CAROLINA, has caused this Bond to be signed in its name by the County Administrator of County Council of Jasper County, by his manual signature, attested by the Clerk of the County Council of Jasper County, by her manual signature, under the Seal of Jasper County impressed or reproduced hereon, and this Bond to be dated as of the Novation Date.

JASPER COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Andrew Fulghum, County Administrator

ATTEST:

Clerk
County Council of Jasper County,
South Carolina

FORM OF ASSIGNMENT

[A form similar to this but not attached to the within Bond may also be used]

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto _____ the within Bond of Jasper County, South Carolina and hereby irrevocably constitutes and appoints _____, attorney to transfer the same on the Books of Registry of Jasper County, South Carolina with full power of substitution in the premises.

Dated: _____

Exhibit G

FORM OF NOTICE OF PUBLIC HEARINGS

The County Council of Jasper County (hereinafter the “County Council”), which is the governing body of Jasper County, South Carolina (the “County”), is considering the enactment of an ordinance (the “Consolidation Ordinance”) entitled: “AN ORDINANCE OF JASPER COUNTY COUNCIL AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES OF JASPER COUNTY REGARDING FIRE PROTECTION DISTRICTS TO CREATE THE JASPER COUNTY RURAL FIRE PROTECTION DISTRICT; ELIMINATING ALL EXISTING FIRE PROTECTION DISTRICTS; AUTHORIZING THE NOVATION OF ALL OUTSTANDING BONDS AND OTHER DEBT OBLIGATIONS TO THE NEW DISTRICT; REQUESTING AND ACCEPTING DEDICATION OF COUNTY-FUNDED FIRE CAPITAL EQUIPMENT AND FACILITIES; AUTHORIZING A FIRE SERVICE CONTRACT BETWEEN THE NEW DISTRICT AND THE CITY OF HARDEEVILLE; AUTHORIZING THE LEASE OF CERTAIN COUNTY REAL PROPERTY; AUTHORIZING THE CONVEYANCE OF CERTAIN PERSONAL PROPERTY; AND OTHER MATTERS RELATING THERETO.” As required by Sections 4-19-20 and 4-9-130(6) of the Code of Laws of South Carolina 1976, as amended, you are advised that public hearings will be held in the Jasper County Administration Facility (County Council Chambers) located at 358 Third Avenue, Ridgeland, South Carolina, on [DATE, 2026] at 6:00 p.m. (or as soon thereafter as time permits) on the questions of the (1) Consolidation (as defined herein), and the (2) the Lease. All interested persons will be given an opportunity to be heard and express their views at the public hearings. A copy of the Consolidation Ordinance is available for review at the County’s administrative facility during normal business hours.

Comments made during the public hearings shall be limited to three (3) minutes in duration. At the public hearings and any adjournment of them, all interested persons may be heard either in person or by their designee.

The following information is provided with respect to Consolidation Ordinance:

1. County Council is empowered pursuant to Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended (the “Enabling Act”), to “[t]o establish, operate, and maintain a system of fire protection” within the County.

2. Pursuant to the Enabling Act, Ordinance No. 09-19 dated July 20, 2009, as amended by Ordinance No. 2019-18 dated July 15, 2019, as amended by Ordinance No. 2022-39 dated March 15, 2023, and as amended by Ordinance No. 23-21 dated January 16, 2024 (collectively, the “Existing Fire District Ordinances”), the County previously established five separate fire service areas within unincorporated areas of the County, to wit: the Cherry Point Fire Protection District (“Cherry Point”), Rural Jasper County Fire Protection District, Levy Fire Protection District, Ridgeland Vicinity Fire Protection District, and Hardeeville Vicinity Fire Protection District (collectively, the “Fire Districts”).

3. County Council seeks to restructure the organization of fire services in the County by establishing the Jasper County Rural Fire Protection District (the “Jasper Fire District”) and eliminating all of the Fire Districts (the “Consolidation”). The County Council has determined that the Consolidation will: (a) attract new firefighters; (b) retain existing firefighters; (c) allow for proper training of new and existing firefighters, and the potential to hire full-time firefighters; (d) stabilize service calls and fire station capacity; (e) promote better responsiveness and fire service to taxpayers, residents, and businesses within the County; (f) more effectively and equitably spread the cost of fire services throughout the County; (g) unify and potentially improve ISO ratings throughout the County; (h) ensure County oversight on fire funding; (i) create accountability for contractual fire service providers operating in the County; and ; and (j) promote regional cooperation and joint services with municipal fire service providers in the County.

4. After the Consolidation, the Jasper Fire District shall constitute a single unified fire service area in the County, the service area of which shall consist of the entire incorporated area of the County.

5. The Jasper Fire District will be subject to the terms of the Consolidation Ordinance, the terms of which amend and restate the Existing Fire District Ordinances in their entirety. Particularly, the Consolidation Ordinance provides that the Jasper Fire District will be authorized to (i) levy *ad valorem* property taxes within its boundaries for operation, maintenance and capital purposes, and (ii) impose rates and charges for operation, maintenance and capital purposes.

6. The Jasper Fire District shall be operated as an administrative division of the County and shall be authorized to issue general obligation bonds, payable from *ad valorem* taxes levied within its service area, in order to defray the capital costs of providing fire protection services therein. Additionally, and as necessary to fully implement the Consolidation, the existing general obligation bond of Cherry Point shall be assigned and transferred to the Jasper Fire District.

7. As part of the Consolidation, certain of the County’s existing fire stations will no longer be used by the County. Instead, the County will lease certain existing fire stations, particularly the Levy Fire Station (Station No. 25) and the Bellinger Hill Fire Station (Station No. 20) to the City of Hardeeville, South Carolina (the “City”) for their use during the pendency of Fire and Emergency Service Agreement between the County and the City.

COUNTY COUNCIL OF JASPER COUNTY

Exhibit H

FORM OF NOTICE OF ENACTMENT

On [DATE], 2026, the Jasper County Council (the “County Council”), the governing body of Jasper County (the “County”) enacted an ordinance entitled, “AN ORDINANCE OF JASPER COUNTY COUNCIL AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES OF JASPER COUNTY REGARDING FIRE PROTECTION DISTRICTS TO CREATE THE JASPER COUNTY RURAL FIRE PROTECTION DISTRICT; ELIMINATING ALL EXISTING FIRE PROTECTION DISTRICTS; AUTHORIZING THE NOVATION OF ALL OUTSTANDING BONDS AND OTHER DEBT OBLIGATIONS TO THE NEW DISTRICT; REQUESTING AND ACCEPTING DEDICATION OF COUNTY-FUNDED FIRE CAPITAL EQUIPMENT AND FACILITIES; AUTHORIZING A FIRE SERVICE CONTRACT BETWEEN THE NEW DISTRICT AND THE CITY OF HARDEEVILLE; AUTHORIZING THE LEASE OF CERTAIN COUNTY REAL PROPERTY; AUTHORIZING THE CONVEYANCE OF CERTAIN PERSONAL PROPERTY; AND OTHER MATTERS RELATING THERETO” (the “Consolidation Ordinance”).

1. County Council is empowered pursuant to Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended (the “Enabling Act”), to “[t]o establish, operate, and maintain a system of fire protection” within the County.

2. Pursuant to the Enabling Act, Ordinance No. 09-19 dated July 20, 2009, as amended by Ordinance No. 2019-18 dated July 15, 2019, as amended by Ordinance No. 2022-39 dated March 15, 2023, and as amended by Ordinance No. 23-21 dated January 16, 2024 (collectively, the “Existing Fire District Ordinances”), the County previously established five separate fire service areas within unincorporated areas of the County, to wit: the Cherry Point Fire Protection District (“Cherry Point”), Rural Jasper County Fire Protection District, Levy Fire Protection District, Ridgeland Vicinity Fire Protection District, and Hardeeville Vicinity Fire Protection District (collectively, the “Fire Districts”).

3. Pursuant to the Consolidation Ordinance, the County Council consolidated Fire Districts into a single fire service area under the Enabling Act (the “Consolidation”), which as of the Effective Date (as defined in the Consolidation Ordinance) shall be reconstituted as the Jasper County Rural Fire Protection District (the “Jasper Fire District”).

4. As of the Effective Date, the Jasper Fire District shall constitute a single unified fire service area in the County, the boundaries (service area) of which consist of the entire unincorporated area of the County.

5. The Jasper Fire District will be subject to the terms of the Consolidation Ordinance, the terms of which amend and restate the Existing Fire District Ordinances in their entirety. Particularly, the Consolidation Ordinance provides that the Jasper Fire

District will be authorized to (i) levy *ad valorem* property taxes within its boundaries for operation, maintenance and capital purposes, and (ii) impose rates and charges for operation, maintenance and capital purposes.

6. The Jasper Fire District shall be operated as an administrative division of the County and shall be authorized to issue general obligation bonds, payable from *ad valorem* taxes levied within the Jasper Fire District, in order to defray the costs of providing fire protection services within the Jasper Fire District. Additionally, and as necessary to fully implement the Consolidation, the existing general obligation bond of Cherry Point shall be assigned and transferred to the Jasper Fire District.

FIRE AND EMERGENCY SERVICE AGREEMENT

This FIRE AND EMERGENCY SERVICE AGREEMENT (this “**Agreement**”) is made and entered into as of this ___th day of _____ 2026, by and between the City of Hardeeville, South Carolina, a body corporate and politic and a political subdivision of the State of South Carolina (the “**City**”), and Jasper County, South Carolina, a body corporate and politic and a political subdivision of the State of South Carolina (the “**County**” and together with the City, each a “**Party**” or together the “**Parties**”).

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 Parties agree that the City shall provide Services (as such term is defined herein) to the Contractual Service Area (as such term is defined herein) during the Term (as such term is defined herein) in exchange for Annual Payments (as such term is defined herein) from the County, all in accordance with the terms of this Agreement.

Section 1. Consolidation; Contractual Service Area; Annexation.

A. The County, acting pursuant to Ordinance No. 26-__ dated _____, 2026 (the “**Consolidation Ordinance**”), established the Jasper County Rural Fire Protection District, a fire protection district created pursuant to Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended (“**County Fire District**”). The County Fire District replaced a prior network of independent fire service areas, including the Hardeeville Vicinity Fire Protection District (the “**Hardeeville District**”).

B. Pursuant to the Consolidation Ordinance, the Hardeeville District was dissolved and is no longer recognized as a separate special tax district or fire service area of the County. As a result of such elimination, the governance, administration, funding, and provision of Services within the former geographic boundaries of the Hardeeville District are now subject to the terms of the Consolidation Ordinance. Accordingly, this Agreement amends, restates, supersedes, and replaces in its entirety any and all prior intergovernmental agreements, memoranda of understanding, service agreements, or other arrangements, whether written or oral, between the County and the City relating to the provision, funding, administration, or coordination of Services within the former Hardeeville District. From and after the Effective Date (as defined herein), the rights, duties, and obligations of the parties with respect to Services in such area shall be governed solely by the terms and conditions set forth herein.

C. In lieu of the County providing the Services to the Hardeeville District, the Parties have determined to expand the areas served by the City to include those certain areas described herein as the “**Contractual Service Area.**” Exhibit A, which is attached to and incorporated in this Agreement, includes a map that depicts the Contractual Service Area. The County shall not change the boundaries of the Contractual Service Area during the term of this Agreement without the prior written agreement of the City.

D. The Parties acknowledge that the County has outstanding its \$1,308,200 Fire Protection Service General Obligation Bond (Cherry Point Fire Protection District), Series 2023 (the “**USDA Bond**”), which, on the effective date of the Consolidation Ordinance, was novated by

the United States Department of Agriculture, Rural Development (“**USDA**”), as holder, for the benefit of the County Fire District. For so long as the USDA Bond remains outstanding, or for so long as the County Fire District incurs or maintains any additional indebtedness owed to USDA, the service area of the County Fire District shall be entitled to the protections afforded under 7 U.S.C. § 1926(b) (“**1926(b) Protection**”), including protection against the curtailment or limitation of service within such area. The authorization granted under this Agreement for the City to provide Services within the Contractual Service Area is permissive only and shall be exercised solely at the discretion of the County. Nothing contained in this Agreement, nor any annexation by the City of territory within the Contractual Service Area, shall be construed as (i) a waiver of, (ii) consent to, or (iii) acquiescence in any curtailment, limitation, or impairment of the 1926(b) Protection afforded to the County. Furthermore, any annexation by the City of territory located within the Contractual Service Area shall not limit, restrict, impair, or otherwise encumber the County’s authority to levy and collect ad valorem property taxes, assessments, or other lawful revenues within such territory as necessary to provide for the payment and security of the USDA Bond, notwithstanding that such territory may thereafter lie within the incorporated limits of the City.

E. To the extent any portion of the Contractual Service Area is annexed into the incorporated boundaries of the City, such area shall be removed from the Contractual Service Area, and the Contractual Service Area, including the map associated therewith, shall be supplemented accordingly. In recognition of the 1926(b) Protection, the Annual Payment (as defined herein) (and the applicable Quarterly Payment (as defined herein)) shall be reduced on a dollar-for-dollar basis by the amount of the combined operating and debt service taxes that will be foregone by the County Fire District as a result of such annexation. In the event of the termination or expiration of this Agreement, the City shall remain obligated to pay the County one-hundred percent of the taxes (operating and debt service) collected on all properties annexed into the City from the original Contractual Service Area (as such existed on the Effective Date) for a period beginning on the date of termination or expiration through the later of (i) date of maturity of the USDA Bond or (ii) the date to which 1926(b) Protection is no longer applicable. The foregoing payment obligation shall survive the termination of this Agreement, and is expressly agreed by the Parties to constitute the plan to balance the equities and interest as contemplated in Section 5-3-312 of the South Carolina Code of Laws (1976, as amended).

Section 2. Term.

A. This Agreement commences with an initial term that shall begin at 12:01 a.m. on July 1, 2026 (the “**Effective Date**”), through 11:59 p.m. on June 30, 2031 (each applicable July 1 to June 30 period, the “**Billing Year**”). The initial term (including any early termination by the City) and any renewal terms are generally referred to herein as the “**Term**”. Upon the expiration of the initial term, this Agreement shall automatically renew for a term of five years (“**1st Renewal Term**”) unless either Party provides written notice to the other Party not less than one year prior to the expiration of the initial term of its intention not to renew this Agreement. If timely notice of nonrenewal occurs with respect to the initial term, the Agreement will expire at 11:59 p.m. on June 30, 2036. In the event of a 1st Renewal Term, the Agreement shall automatically renew for another renewal term of five years (“**2nd Renewal Term**”) unless either Party provides written notice to the other Party of not less than one year prior to the expiration of the 1st Renewal Term of its

intention not to renew this Agreement. If timely notice of nonrenewal occurs with respect to the 1st Renewal Term (if applicable), the Agreement will expire at 11:59 p.m. on June 30, 2041.

B. The payment of the Annual Payments is expressly subject to the appropriation of legally available funds by the County, acting through Jasper County Council, as the governing body of the County, in each applicable fiscal year that this Agreement is in effect. Notwithstanding the Term, in the event of any nonappropriation by the County, this Agreement shall be terminated as of the end of the then-current fiscal year for which funding has been made available by the County.

Section 3. Services Within Contractual Service Area; Fire Response Control; Reporting.

A. At all times during this Agreement, the City shall provide all Services within the Contractual Service Area. Services shall be performed within the Contractual Service Area at the same level, quality and consistency that the City provides within the City's municipal boundaries. For purposes of this Agreement, "Services" means and includes the full range of fire protection and emergency response functions customarily provided by the City within its municipal boundaries, including, without limitation: fire suppression services, specifically including alarm monitoring and response, structure fires, wildland and brush fires, vehicle fires, and other fire-related incidents; rescue services of all types, including vehicle extrication, technical rescue, water rescue, and other life-saving operations; fire origin and cause investigation; fire and life safety education and community risk reduction programs; pre-incident planning; hazardous materials identification, containment, mitigation, and response; and emergency medical response services, including first response to medical emergencies, patient assessment, stabilization, treatment, and the provision of basic life support and other pre-hospital emergency medical care on a non-transport basis, together with coordination and transfer of patient care to licensed ambulance or transport providers when transport is required. For the avoidance of doubt, "Services" also includes the full spectrum of emergency medical services customarily provided by a governmental EMS agency, including but not limited to: emergency medical dispatch and call triage; response to 911 and other emergency calls; pre-arrival instructions; on-scene patient assessment, stabilization, treatment, and monitoring; basic life support (BLS) and advanced life support (ALS) interventions; administration of medications; airway management; cardiac monitoring and defibrillation; trauma care; extrication support in coordination with fire or rescue personnel; patient packaging and preparation for transport; ambulance transport to appropriate medical facilities; interfacility transfers when required; and transfer of patient care to hospital or other receiving medical personnel.

B. Notwithstanding the foregoing, the City shall perform fire code enforcement on all new construction and shall further have the authority to perform fire code maintenance on existing buildings. In the event of fire code violations, the City shall inform the County to initiate enforcement. Where applicable, the City Fire Marshal and the County Fire Marshal shall operate jointly, or otherwise coordinate, for the purposes of new construction and renovations within the unincorporated portions of the Contractual Service Area. The City shall lead and control all Services and shall act as the authority having jurisdiction (AHJ) within the Contractual Service Area. This provision does not affect any mutual or automatic aid arrangements that are now in place or put into effect at any time during the Term.

C. The City shall be solely responsible for coordinating and completing the transition of all Knox boxes and related access control systems within the Contractual Service Area to the City. In connection therewith, the City shall remove and replace, as necessary, all locks, locking mechanisms, cylinders, tumblers, and related hardware associated with the County's Knox box system. All locks, locking mechanisms, cylinders, tumblers, and related hardware removed from service shall be returned to the County. For purposes of facilitating the transition, the County shall issue to the City one (1) County Knox master key for a temporary period not to exceed three hundred sixty-five (365) days from the Effective Date. The City shall maintain strict control and accountability over such key and shall be responsible for its safekeeping. The City shall return the County Knox master key to the County immediately upon completion of the transition, and in all events no later than the expiration of the 365-day period, unless the transition is completed and the key returned earlier.

D. Upon request of the County, but no more than once each Billing Year, the City shall provide fire and emergency response service activity data to the County that identifies those activities that the City has engaged in, both within the City's municipal limits and within the Contractual Service Area at the same level and quality as reported under the South Carolina Fire Incident Reporting System of the State Fire Marshal's Office. Upon any failure to timely provide the information required under this paragraph and notwithstanding Section 5 hereof, the County's sole remedy shall be an action for specific performance.

E. The City and the County agree that representatives of each governing body and administrative staff shall meet jointly no less than once during each calendar year for the purpose of reviewing and discussing this Agreement, the Services being performed hereunder, operational coordination, financial matters, performance standards, and any other issues arising out of or relating to this Agreement. The annual joint meeting shall be scheduled at a mutually agreeable time and location and may be conducted in conjunction with a regularly scheduled meeting of either governing body, provided adequate time is allotted for substantive discussion. The Parties may conduct additional joint meetings as needed to address specific matters.

Section 4. Payment for Services Within the Contractual Service Area.

A. In exchange for the City's provision of Services within the Contractual Service Area during the Term, the County shall make an initial annual payment to the City in the amount of \$1,000,000 ("**Annual Payments**"). The Annual Payment shall be paid in four (4) equal installments of Two Hundred Fifty Thousand Dollars (\$250,000) each (each, a "**Quarterly Payment**"). Quarterly Payments shall be due and payable on or before the first (1st) day of July, October, January, and April of each year during the Term. The first Quarterly Payment shall be due and payable on or before July 1, 2026. Thereafter, Quarterly Payments shall continue to be due on the dates set forth above for the remainder of the Term, unless otherwise amended in writing by the parties.

B. Debt service millage, which is tax millage levied exclusively to pay debt service for general obligation bonds issued for the benefit of the County Fire District, is not subject to distribution to the City as part of the Annual Payment. Notwithstanding the foregoing, nothing herein shall prohibit the County from issuing general obligation bonds under the provisions of

South Carolina law for the benefit of the County Fire District, including the Contractual Service Area.

C. The City shall (i) use the Annual Payments solely for the provision of Services within the Contractual Service Area and the City, (ii) incorporate the Annual Payments into the annual budget of the City, and (iii) audit the Annual Payments in accordance with generally accepted accounting practices, as applicable.

D. The County shall make available to the City for inspection, upon reasonable request, and without the necessity of a request for information under the South Carolina Freedom of Information Act, records related to the levy and the collection of tax millage levied within Contractual Service Area.

E. For avoidance of doubt, the appropriation and payment of each Quarterly Payment by the County to the City hereunder confirms and ratifies all obligations of the Parties under this Agreement.

F. In addition to the Annual Payment, the City will receive all of the “One Percent” monies (as administrated by the South Carolina State Firefighter’s Association) attributable to the Contractual Service Area. Such monies must be utilized to cover items permitted under such program.

Section 5. Breach and Cure; Remedies.

In the event that a Party is in breach of this Agreement, 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.

If either Party is to employ attorneys or incur reasonable expenses for the enforcement of performance or observance of any provision of this Agreement, the prevailing Party is entitled to reimbursement of the reasonable fees of such attorneys and other reasonable expenses so incurred.

Section 6. Insurance.

The City shall obtain and continuously maintain, at its sole cost and expense, all insurance coverage reasonably necessary to perform the Services under this Agreement. Such coverage shall include, at a minimum: (i) Commercial General Liability Insurance; (ii) Workers’ Compensation Insurance in accordance with applicable law; (iii) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services; and (iv) Property Insurance covering all vehicles, apparatus, equipment, tools, and facilities utilized in the provision of Services under this Agreement, regardless of whether such property is owned by the City or owned by the County and made available to the City pursuant to this Agreement (including by

lease, license, or other arrangement). The City shall be solely responsible for the payment of any and all deductibles or self-insured retentions applicable to the insurance policies it is required to maintain hereunder. All insurance required under this Section shall (a) meet or exceed the minimum coverage types and limits required by applicable federal, state, and local laws and regulations, and (b) be issued by insurance carriers duly licensed or otherwise authorized to transact business in the State. Coverage shall remain in full force and effect throughout the term of this Agreement. The County and the County Fire Department shall be named as loss payees, as appropriate to the type of coverage, with respect to claims arising out of or related to the City's performance of the Services under this Agreement. Upon execution of this Agreement, and thereafter upon each renewal or replacement of any required policy, the City shall furnish the County with certificates of insurance (and endorsements, if reasonably requested) evidencing the coverage required by this Section.

Section 7. Miscellaneous.

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

B. Any successor of the County or City, whether the result of legal process, assignment or otherwise, shall succeed to the rights and duties 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 causes beyond the control of the Party claiming force majeure, including, but not limited to, 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.

D. Notice is duly given hereunder: (i) if by transmission by hand delivery, when delivered; (ii) if mailed via the official governmental mail system, three business days after the post mark, *provided* said notice is sent first class, postage pre-paid, via certified or registered mail, with a return receipt requested; (iii) if mailed by an internationally recognized overnight express mail service such as Federal Express, UPS, or a similar organization, one business day after deposit therewith prepaid; or (iv) by e-mail upon delivery with receipt confirmed. Notices shall be transmitted to the addressees named below. The applicable contact information in this section may be supplemented from time to time in the event that the applicable addressees change and any such supplements shall be automatically incorporated within this Agreement.

As to the County:

Jasper County
Attn: County Administrator
358 Third Avenue, Suite 306-A
Ridgeland, SC 29936
Email: afulghum@jaspercountysc.gov

With an electronic copy to:

Pope Flynn, LLC
Attn: Lawrence E. Flynn III
Email: lflynn@popeflynn.com

As to the City:

City of Hardeeville
Attention: City Manager
205 Main Street
Hardeeville, South Carolina 29927
Email: jgruber@hardeevillesc.gov

With an electronic copy to:

City Attorney
Attn: Prina Maines
Email: pmaines@hardeevillesc.gov

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.

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.

**JASPER COUNTY,
SOUTH CAROLINA**

[SEAL]

County Administrator

ATTEST:

Clerk to Council
Jasper 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 HARDEEVILLE,
SOUTH CAROLINA**

[SEAL]

Mayor

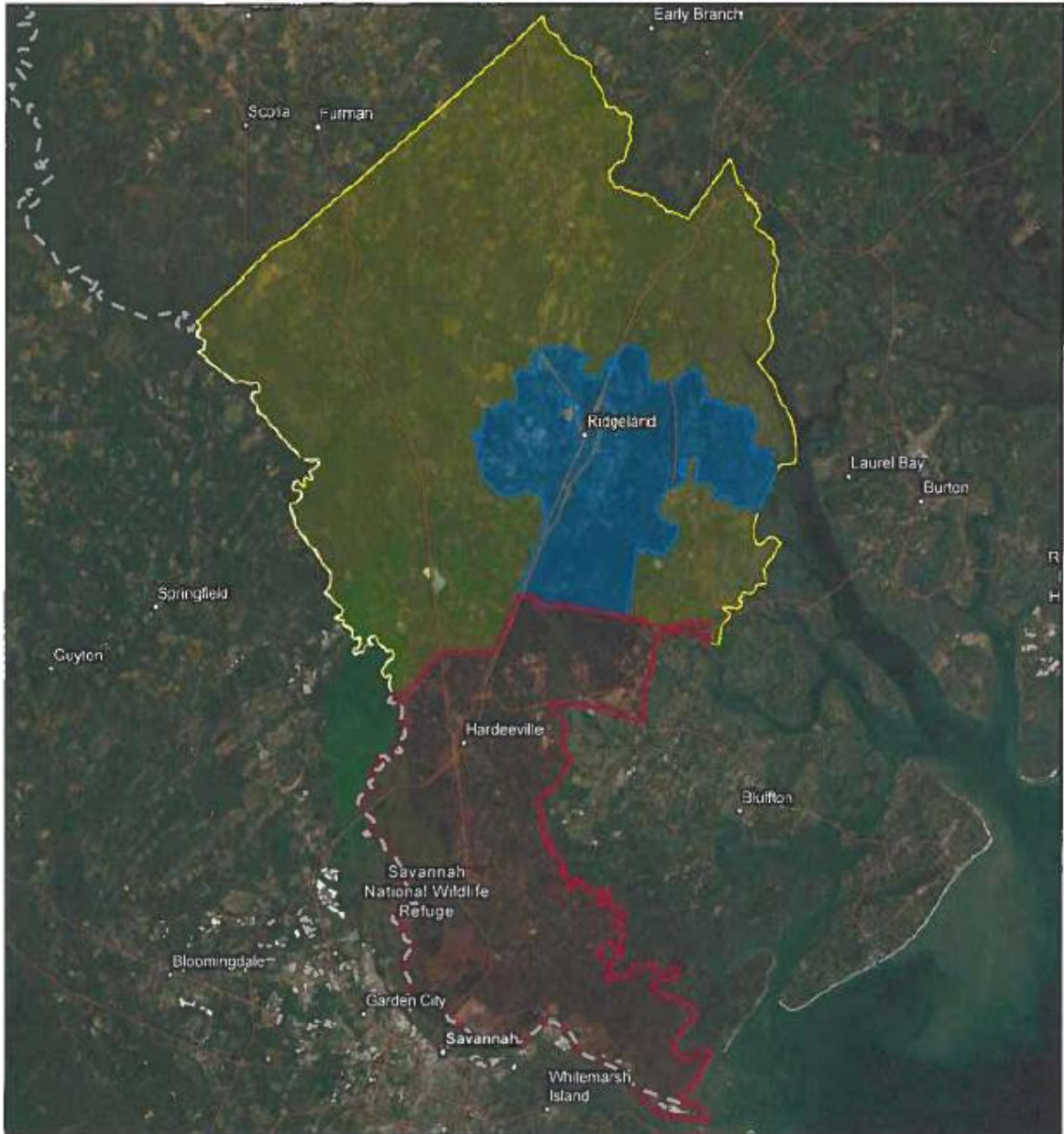
ATTEST:

City Clerk
City of Hardeeville

(Signature Page of the City)

Exhibit A

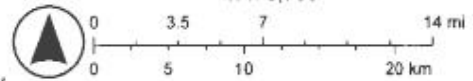
Contractual Service Area



12/17/2025

-  Hardeeville Fire District
-  Ridgeland Fire District
-  Jasper County Fire District
- World Imagery

Low Resolution 15m Imagery
High Resolution 60cm Imagery
High Resolution 30cm Imagery
Citations



Earthstar Geographics, Sources: Esri, TomTom, Garmin, FAD, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement") is made and entered into this 1st day of July 2026, by and between Jasper County, South Carolina (the "County") and City of Hardeeville, South Carolina (the "City").

WITNESSETH:

WHEREAS, County is the fee owner of certain real property being, lying and situated in Jasper County, South Carolina, such real property being identified as follows (together, the "Premises"):

Levy Fire Station (Station No. 25)
2721 Levy Road
Hardeeville, South Carolina 29927
TMS No.: 038-00-05-006

Bellinger Hill Fire Station (Station No. 20)
3677 Bellinger Hill Road
Hardeeville, South Carolina 29927
TMS No.: 072-00-01-045

WHEREAS, simultaneously with the execution and delivery of this Agreement, the County and the City have executed and delivered that certain Fire and Emergency Service Agreement (the "Service Agreement"), the terms of which authorize the City to provide fire and emergency services (the "Services") within the southern portion of the Jasper Fire District (as defined in the Service Agreement).

WHEREAS, the County desires to lease the Premises to City upon the terms and conditions as contained herein; and

WHEREAS, City desires to lease the Premises from County on the terms and conditions as contained herein.

NOW, THEREFORE, for and in consideration of the rent recited to be paid by the City, and other good and valuable consideration, including the provision of the Services under the Service Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Description and Terms.

(a) County does hereby let and lease the Premises to the City, all as more particularly shown on the maps attached at Exhibit A hereto (the “Leased Premises”). The Leased Premises shall consist of all property located at the Premises.

(b) The Leased Premises shall be leased by the City period conforming to the term of the Service Agreement. Upon any expiration or termination of the Service Agreement, this Agreement shall automatically expire or terminate.

2. Rent.

(a) The City, in consideration of the use of the Leased Premises and of the covenants and agreements made herein by the County, agrees to lease the Leased Premises and does hereby promise to pay County, as rental, the sum of ONE DOLLAR (\$1.00) per month. Rent shall be payable on the 1st day of each month, to the address provided in Section 16 below, beginning July 1, 2026. Notwithstanding the foregoing, the City, subsequent to the appropriation of legally available funds in the applicable fiscal year, may elect to pay an entire year of rent equal to \$12.00 upon the execution of this Agreement and prior to each July 1 of any subsequent year.

(b) Should it become necessary for County to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Leased Premises, the City, subsequent to the appropriation of legally available funds in the applicable fiscal year, agrees to pay all expenses so incurred, including a reasonable attorneys’ fee.

3. Condition of Premises. The City accepts the Leased Premises “as-is” and in their present condition.

4. Responsibilities of County and City.

(a) The City:

(1) shall be responsible for arranging for and paying for all utility services required on the Premises;

(2) will, at its sole expense, maintain the Leased Premises and appurtenances in good and sanitary condition during the term of this Agreement, regularly servicing and promptly making or arranging for all repairs to the heating and air conditioning system, plumbing and hot water heater, such repairs not to exceed \$10,000 annually;

(3) maintain the grounds and outdoor areas surrounding the Leased Premises as provided in Section 12 hereof;

(4) will maintain adequate insurance on its interest in the Leased Premises at all times;

(5) install and maintain all communication equipment necessary for its operations;

(6) shall forego ownership of any fixtures installed upon the Leased Premises upon the termination of this Agreement;

(7) shall, at all times, maintain and keep the Leased Premises in a sanitary and habitable condition;

(8) shall not keep on the Leased Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Leased Premises or that might be considered hazardous or extra hazardous by any responsible insurance company;

(9) notwithstanding other provisions of this Agreement, shall make no alterations to the buildings or improvements on the Leased Premises or construct any building or make any other improvements on the Leased Premises without the prior written consent of County. Any and all alterations, changes, and/or improvements built, constructed or placed on the Leased Premises by City shall, unless otherwise provided by written agreement between County and City, be and become the property of County and remain on the Leased Premises at the expiration or earlier termination of this Agreement;

(10) shall not conduct or permit any illegal activities on the Leased Premises;

(11) shall be responsible for nonstructural repairs during the term of this Agreement; and

(12) shall not commit waste, which is defined to mean permanent injury to lands, buildings, gardens, tree, or other corporeal hereditaments located on the Leased Premises.

(b) The County:

(1) will, at all times, have and maintain adequate fire, extended casualty, and liability coverage insurance on the building which constitutes the Leased Premises;

(2) agrees to maintain the structural components of the building to include the roof, exterior walls, foundation, heating and air conditioning system, plumbing, and hot water heater (except as otherwise provided in Section 4(a)(2) herein); and

(3) shall deliver possession of the Leased Premises to the City upon the commencement of this Agreement.

5. Non-Liability of County. City covenants that neither the County nor its agents or assigns shall be liable for any damages or injury to the City, the City's agents or employees, or to any person entering the premises or building of which the Leased Premises are a part, or to goods or chattels therein resulting from any defect in the structure or its equipment. Further, the City, to the extent permitted by law and subject to the appropriation of legally available funds by its governing body in fiscal years occurring after June 30, 2027, agrees to indemnify and hold the County harmless from all claims of every kind and nature, including, but not limited to, claims for labor or materials. This provision shall survive the termination of this Agreement for any claim arising during the term of this Agreement.

6. Right of Re-entry. City agrees to permit the County or its agents, after first notifying the City, to enter Leased Premises at reasonable hours for the purpose of making inspections, and to also permit the County or its agents to enter the Leased Premises in case of fire, storm or need for emergency repair, in which case no notice shall be required. Provided twenty-four hours notice is given to City, City agrees to allow the County or its agents to show the Leased Premises during daylight hours to prospective purchasers.

7. Assignment or Subletting. City further covenants that City will not assign, sublet or transfer Leased Premises or any part thereof without the County's prior written consent.

8. Condemnation. It is agreed by and between the County and City that if the whole or any part of said Leased Premises shall be taken by a competent authority for any public or quasi-public use or purpose, then and in that event, the term of this Agreement shall cease and terminate when the possession of that part so taken shall be required for such use and purpose. All damages awarded for such taking shall belong to and be property of the County.

9. Eviction. Upon failure of the City to make any payment of rent when it is due, if the Service Agreement expires or terminates, if the City should breach any other covenants, agreements or conditions herein contained, or if the Leased Premises are abandoned, deserted or vacated, then, at the option of the County, this Agreement shall immediately terminate, without notice or demand to the City, and the County may re-enter and repossess the Leased Premises. If either party brings an action to enforce terms of this Agreement, then the successful party will be entitled to reasonable attorney fees as well as related costs and expenses.

10. Quiet Enjoyment. County agrees and covenants that City shall have peaceful and quiet enjoyment of the Leased Premises for the duration of its occupancy, provided,

of course, that the City comply with the covenants, agreements and conditions stated herein.

11. Cleaning Premises Upon Vacating. Upon vacating the Leased Premises, City promises: (a) to pay all rent due in full, (b) to clean the Leased Premises, removing all trash or debris, and (c) return all keys that provide access to the Leased Premises.

12. Yard and Exterior. The City agrees to maintain yard of the Premises by cutting grass, mowing, raking leaves, and the like.

13. Miscellaneous. This Agreement shall be binding upon the parties, their heirs, representatives and assigns. If any part of this Agreement is not fully understood, then competent advice should be sought. Time is of the essence of this Agreement.

14. Pets. No obnoxious or dangerous pets are allowed on premises.

15. Improvements/Renovations. Improvements and renovations on or to the Leased Premises, whether structural or aesthetic, shall be done only with County's written permission. All improvements and renovations constructed by City shall immediately inure to the benefit of County in the event tenancy is terminated. Any repairs, improvements, additions or modifications to the Leased Premises shall be the responsibility of City up to and until tenancy is terminated.

16. Notice. Notice is duly given hereunder: (i) if by transmission by hand delivery, when delivered; (ii) if mailed via the official governmental mail system, three business days after the post mark, *provided* said notice is sent first class, postage pre-paid, via certified or registered mail, with a return receipt requested; (iii) if mailed by an internationally recognized overnight express mail service such as Federal Express, UPS, or a similar organization, one business day after deposit therewith prepaid; or (iv) by e-mail upon delivery with receipt confirmed. Notices shall be transmitted to the addressees named below. The applicable contact information in this section may be supplemented from time to time in the event that the applicable addressees change and any such supplements shall be automatically incorporated within this Agreement.

As to the County:

Jasper County
Attn: County Administrator
358 Third Avenue, Suite 306-A
Ridgeland, SC 29936
Email: afulghum@jaspercountysc.gov

With an electronic copy to:

Pope Flynn, LLC
Attn: Lawrence E. Flynn III
Email: lflynn@popeflynn.com

As to the City:

City of Hardeeville
Attention: City Manager
205 Main Street
Hardeeville, South Carolina 29927
Email: jgruber@hardeevillesc.gov

With an electronic copy to:

City Attorney
Attn: Prina Maines
Email: pmaines@hardeevillesc.gov

17. Modification. The parties hereby agree that this Agreement contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

19. Governing Law. This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of South Carolina.

20. Entire Agreement. The provisions of this Agreement and the exhibits hereto constitute the entire agreement between the County and the City and its terms are enforceable against the same.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the County and City have hereunto set their Hands and Seals the day and year first above written.

**JASPER COUNTY,
SOUTH CAROLINA**

[SEAL]

County Administrator

ATTEST:

Clerk to Council
Jasper County

**CITY OF HARDEEVILLE,
SOUTH CAROLINA**

[SEAL]

Mayor

ATTEST:

City Clerk
City of Hardeeville

Exhibit A

Map of Leased Premises

Levy Station (Station No. 25)



Bellinger Station (Station No. 20)



AGENDA
ITEM # 4A



JASPER COUNTY COUNCIL
SPECIAL CALLED MEETING
Jasper County Clementa C. Pinckney Government Bldg
358 3rd Avenue Ridgeland, SC 29936
Tuesday, November 4, 2025
Minutes

Officials Present: Vice Chairman Joey Rowell, Councilman Chris VanGeison and Councilman Gene Ceccarelli
Absent: Chairman John Kemp, Councilman Joseph Arzillo

Staff Present: Clerk to Council Wanda Giles and Videographer Jonathan Dunham.

1. Call to Order of the Jasper County Council Meeting by Chairman Kemp

Vice Chairman Rowell called the meeting to order. The Report of Compliance with the Freedom of Information Act was read for the records as follows: *In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, notification of the meeting and the meeting agenda were posted at least 24 hours prior to the meeting on the County Council Building at a publicly accessible place, on the county website, and a copy of the agenda was provided to the local news media and all person's or organizations requesting notification.*

In accordance with the Freedom of Information Act the electronic and print media were notified. During periods of review, discussion and/or presentations minutes are typically condensed and paraphrased. The recorded version is available online at: https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA. Closed captions are also available for all of our County Council videos. Just click the "CC" button to follow along.

2. Pledge to the Flag and Invocation:

The Pledge to the Flag was led by the Vice Chairman and the Invocation was given by Vice Chairman Rowell.

3. Approval of Agenda:

Motion to approve the agenda: Councilman VanGeison

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed.

4. Executive Session SECTION 30-4-70.

(a) A public body may hold a meeting closed to the public for one or more of the following reasons:

(1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body – County Attorney

ANY EXECUTIVE SESSION MATTER ON WHICH DISCUSSION HAS NOT BEEN COMPLETED MAY HAVE DISCUSSION SUSPENDED FOR PURPOSES OF BEGINNING THE OPEN SESSION AT ITS SCHEDULED TIME, AND COUNCIL MAY RETURN TO EXECUTIVE SESSION DISCUSSION AFTER THE CONCLUSION OF THE OPEN SESSION AGENDA ITEMS.PLEASE BE ADVISED THERE MAY BE VOTES BASED ON ITEMS FROM THE EXECUTIVE SESSION.

Motion to go into Executive Session: Councilman VanGeison

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed.

Return to Open Session:

Motion to return to regular session: Councilman VanGeison

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed

5. Action coming out of Executive Session: There was no action coming out of Executive Session.

**Council may act on any item appearing on the agenda including items discussed in executive session.*

6. Adjournment:

Motion to adjourn: Councilman Ceccarelli

Second: Councilman VanGeison

Vote: Unanimous

The motion passed and the meeting adjourned.

For more information on this meeting please go to our YouTube Channel for the video. During meetings and / or workshops periods of review, discussion, presentation, comments, and other sections the minutes are typically condensed and paraphrased. The recorded version is available online at our YouTube Channel video at https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA. Closed captions are also available for all of our County Council videos. Just click the "CC" button to follow along.

Respectfully submitted:

Wanda H. Giles
Clerk to Council

W.J. Rowell III
Chairman



JASPER COUNTY COUNCIL SPECIAL CALLED MEETING VIRTUAL

Thursday, November 6, 2025
Minutes

Officials Present: Vice Chairman Joey Rowell, Councilman Chris VanGeison and Councilman Gene Ceccarelli
Absent: Chairman John Kemp, Councilman Joseph Arzillo

Staff Present: County Administrator, Andrew Fulghum, Clerk to Council Wanda Giles and Videographer Jonathan Dunham.

Others Present: Lawrence Flynn, Danny Henderson and Austin Crosby

1. Call to Order of the Jasper County Council Meeting by Chairman Kemp

Vice Chairman Rowell called the meeting to order. The Report of Compliance with the Freedom of Information Act was read for the records as follows: *In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, notification of the meeting and the meeting agenda were posted at least 24 hours prior to the meeting on the County Council Building at a publicly accessible place, on the county website, and a copy of the agenda was provided to the local news media and all person's or organizations requesting notification.*

In accordance with the Freedom of Information Act the electronic and print media were notified. During periods of review, discussion and/or presentations minutes are typically condensed and paraphrased. The recorded version is available online at: https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA. Closed captions are also available for all of our County Council videos. Just click the "CC" button to follow along.

2. Pledge to the Flag and Invocation:

The Pledge to the Flag was led by the Vice Chairman and the Invocation was given by Councilman VanGeison.

3. Approval of Agenda:

Motion to approve the agenda: Councilman Arzillo

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

4. Executive Session SECTION 30-4-70.

(a) A public body may hold a meeting closed to the public for one or more of the following reasons:

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – Ultra Processed Food Litigation; Griffith Freeman Liipfert LLC

ANY EXECUTIVE SESSION MATTER ON WHICH DISCUSSION HAS NOT BEEN COMPLETED MAY HAVE DISCUSSION SUSPENDED FOR PURPOSES OF BEGINNING THE OPEN SESSION AT ITS SCHEDULED TIME, AND COUNCIL MAY RETURN TO EXECUTIVE SESSION DISCUSSION AFTER THE CONCLUSION OF THE OPEN SESSION AGENDA ITEMS.PLEASE BE ADVISED THERE MAY BE VOTES BASED ON ITEMS FROM THE EXECUTIVE SESSION.

Motion to go into Executive Session: Councilman Ceccarelli

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

5. Return to Open Session:

Motion to return to regular session: Councilman Arzillo

Second: Councilman VanGeison

Vote: Unanimous

The motion passed

6. Council Action to be taken on items as discussed in Executive Session: There was no action coming out of Executive Session.

7. Adjournment:

The meeting was adjourned by unanimous agreement.

Respectfully submitted:

Wanda H. Giles
Clerk to Council

W.J. Rowell III
Chairman

AGENDA
ITEM # 4B



Jasper County Development Services Department

358 Third Avenue
Ridgeland, South Carolina 29936
Phone (843) 717-4119

Name: Eric W. Larson
Title: Development Services Director
Email address: ewlarson@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	May 4, 2026
Agenda Item:	4B– Ordinance O-2026-16
Project:	Jasper County Radio Control, Chapter No. 5096 of the Academy of Model Aeronautics, Inc. (“ JCRC ”) License Agreement
Request:	Settlement Agreement with Jasper County Radio Control (JCRC) in the amount of \$3,000.000
Action Needed:	Public Hearing and Approval of 3 rd Reading of the Ordinance
Recommendation:	Approval of 3 rd Reading to approve the Settlement Agreement with Jasper County Radio Control (JCRC) and authorization for the County Administrator to execute all necessary documents.

Description:

Jasper County previously entered into a Non-Exclusive License Agreement with Jasper County Radio Control (JCRC) for use of County property, approved under Ordinance 2021-11. JCRC incurred expenses in anticipation of continued use of the site. The County has since initiated termination of the agreement. The JCRC is requesting the agreement includes a one-time payment of **\$3,000** in exchange for a full release of all claims.

Staff Recommendation:

Approval of 3rd Reading to approve the Settlement Agreement with Jasper County Radio Control (JCRC) in the amount of \$3000.00.

Attachment(s):

Ordinance 2026-_____
Draft Settlement Agreement

**JASPER COUNTY, SOUTH CAROLINA
ORDINANCE NUMBER #O-2026-16**

**AN ORDINANCE OF JASPER COUNTY COUNCIL TO AUTHORIZE A
SETTLEMENT AGREEMENT WITH JASPER COUNTY RADIO
CONTROL CHAPTER NO. 5096 OF THE ACADEMY OF MODEL
AERONAUTICS, INC.**

WHEREAS, Jasper County, South Carolina (the “County”), acting through the Jasper County Council as its governing body (the “County Council”), is a political subdivision of the State of South Carolina (the “State”), and as such possesses all general powers granted by the Constitution and statutes of the State to such public entities; and

WHEREAS, on May 17, 2021, the County Council adopted Ordinance 2021-11, authorizing the County to enter into a certain Non-Exclusive License Agreement (the “License Agreement”) with Jasper County Radio Control, Chapter No. 5096 of the Academic of Model Aeronautics, Inc. (the “JCRC”) for use of such real property as generally depicted on the drawing attached to the License Agreement ; and

WHEREAS, in furtherance of its expected continued use of the real property depicted in the License Agreement, JCRC expended certain amounts; and

WHEREAS, the County Administrator noticed JCRC of the County’s intent to terminate the License Agreement;

WHEREAS, the County’s staff recommends the County enter into a Settlement Agreement with JCRC under the terms set forth herein;

NOW, THEREFORE, be it resolved by Jasper County Council, in meeting duly assembled, that:

1. The County is authorized to enter into a Settlement Agreement as to the License Agreement with JCRC upon the terms set forth in the attached copy of the Settlement Agreement; and
2. The Chairman of the County Council and/or the County Administrator shall be and they are hereby authorized to execute and the Clerk of the Council is hereby authorized to attest and deliver such Settlement Agreement and other documents as may be necessary or desirable and in so doing, to bind the County.
3. If any Section, Subsection, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Subsection or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
4. If a Section, Subsection or provision of this Ordinance shall conflict with the provisions of a Section, Subsection or part of a preceding Ordinance of Jasper County, unless expressly so

providing, then the preceding Section, Subsection or part shall be deemed repealed and no longer in effect.

5. This ordinance shall take effect and be in force upon third reading.

AND IT IS SO ORDANED, ENACTED AND ORDERED AS OF, this 4th day of May, 2026.

Jasper County, South Carolina

W. J. Rowell, III, Chairman
Jasper County Council

ATTEST:

Wanda H. Giles, Clerk to Council

Approved as to form:

Interim County Attorney

ORDINANCE: #O-2026-16

First Reading: _____

Second Reading: _____

Third Reading: _____



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

*Jasper County Clementa C. Pinckney Government Building
358 Third Avenue - Courthouse Square - Post Office Box 1149
Ridgeland, South Carolina 29936 - 843-717-3690 - Fax: 843-726-7800*

Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

twilliams@jaspercountysc.gov

January 20, 2026

Via Electronic Mail Delivery

Ed Seigler
Jasper County Radio Control Flyers
348 Crane Ct.
Okatie, SC 29909-1046
ed.seigler@gmail.com

Re: Non-Exclusive License Agreement – Notice to Lease Termination
Airfield at 100 Carolina Cherry, Ridgeland, SC 29936
(Cypress Ridge Business Park)

Dear Mr. Seigler,

On May 17, 2021, the Jasper County Council passed Ordinance 2021-11, entering into a license agreement with the Jasper County Radio Control Club for the use of certain areas of the Cypress Ridge Business Park located along US 278 in Ridgeland. Per Section 8(B) of the agreement, Jasper County is exercising its right to terminate the lease agreement. This would be effective at the end of the current agreement, May 16, 2026.

Jasper County has enjoyed this partnership with the Club and wishes you well in the future. Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

Andrew P. Fulghum, ICMA-CM

AGENDA

ITEM # 7

Citizen Comments

AGENDA
ITEM # 8A



Jasper County Development Services Department

358 Third Avenue
Ridgeland, South Carolina 29936
Phone (843) 717-4119

Name: Eric W. Larson
Title: Development Services Director
Email address: ewlarson@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	May 4, 2026
Agenda Item:	Renewal of Memorandum of Understanding with the City of Hardeeville for Maintenance of the Hardeeville Library.
Project:	Memorandum of Understanding with the City of Hardeeville for Maintenance of the Hardeeville Library
Request:	Approval of a Resolution authorizing Jasper County to enter a Memorandum of Understanding (MOU) with the City of Hardeeville regarding maintenance responsibilities for the Hardeeville branch of the Allendale-Hampton-Jasper Library System and authorizing the County Administrator to execute the agreement.
Action Needed:	Approval of Resolution.
Recommendation:	Approval of the Resolution authorizing the County Administrator to execute the Memorandum of Understanding with the City of Hardeeville for maintenance of the Hardeeville library branch.

Description:

The Hardeeville branch of the Allendale-Hampton-Jasper Library System was constructed in 2013 and has been maintained pursuant to an agreement between Jasper County, the City of Hardeeville, and the Library System executed in 2016.

The proposed Memorandum of Understanding updates and clarifies the maintenance responsibilities of each party for the library facility. The MOU is intended to define the respective roles of the City, County, and Library System and ensure that maintenance obligations and expenditures are coordinated efficiently and in the public interest.

Section 4-9-41 of the South Carolina Code of Laws authorizes counties to enter into agreements with municipalities and other political subdivisions for the joint administration of functions and exercise of powers.

Staff Recommendation: Approval of the Resolution authorizing the County Administrator to execute the Memorandum of Understanding with the City of Hardeeville for maintenance of the Hardeeville library branch.
Approval of 1st reading

Attachment(s):
Resolution #R- 2026-

**JASPER COUNTY, SOUTH CAROLINA
RESOLUTION NUMBER # R-2026-24**

**A RESOLUTION OF JASPER COUNTY, SOUTH CAROLINA,
APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE
CITY OF HARDEEVILLE FOR MAINTENANCE OF A LIBRARY IN THE
ALLENDALE-HAMPTON-JASPER LIBRARY SYSTEM LOCATED IN
THE CITY OF HARDEEVILLE AND AUTHORIZING THE COUNTY
ADMINISTRATOR TO EXECUTE THE MEMORANDUM OF
UNDERSTANDING ON BEHALF OF THE COUNTY**

WHEREAS, Jasper County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), is organized and governed according to and pursuant to the Constitution and general laws of the State, and has as its governing body the Jasper County Council (the “County Council”); and,

WHEREAS, the Allendale-Hampton-Jasper Library System (the “Library System”) maintains a branch (the “Library”) in the City of Hardeeville (the “City”); and,

WHEREAS, the Library was constructed in 2013 and maintained pursuant to an agreement between the City, the County, and the Library System executed in 2016; and,

WHEREAS, Section 4-9-41 of the Code of Laws of South Carolina 1976, as amended (the “SC Code”) authorizes counties to enter into agreements with incorporated municipalities, special purpose districts, and other political subdivisions for the joint administration of functions and exercise of powers, and to cooperate and contract with such entities as may be necessary to carry out their respective public purposes; and

WHEREAS, the City, County and Library Stem desire to renew and clarify the maintenance responsibilities of each party pursuant the Memorandum of Understanding (“MOU”) attached hereto as Exhibit “A” and incorporated herein by reference, to define their respective roles and responsibilities, and to ensure efficient and coordinated expenditure of public funds in the public interest.

NOW, THEREFORE, it is hereby resolved by the Jasper County Council, in meeting duly assembled, that:

1. It is the specific intent of the County Council to enact this Resolution in accordance with, and empowered by, the Constitution and general laws of the State and the Jasper County Code of Ordinances.
2. The County Council approves the MOU in substantially the form attached hereto as Exhibit "A".

3. The County Administrator is authorized to execute the MOU, and, in consultation with the County Attorney, may make or accept minor modifications to the MOU, as may be necessary and appropriate, to carry out the intent of this Resolution.
4. The execution and delivery of the final form of the MOU by the County is to serve as conclusive evidence of the approval thereof by the County.
5. Should any portion of this Resolution be deemed unconstitutional or otherwise enforceable by any court of competent jurisdiction, such determination should not affect the remaining terms and provisions of this Resolution, all of which are hereby deemed separable.
6. All orders, resolutions and enactments of the County Council inconsistent herewith are to the extent of such inconsistency only, hereby revoked and rescinded.
7. This Resolution shall take effect and be in full force and effect after enactment by the County Council.

RESOLVED this ___ day of May 2026, in meeting duly assembled.

_____(SEAL)
 W. J. Rowell III, Chairman
 County Council of Jasper County, South Carolina

ATTEST:

 Wanda H. Giles
 Clerk to County Council

Resolution R-2026-24
 Adopted: May 4, 2026

Reviewed for form and draftsmanship by the Interim Jasper County Attorney.

_____ Name	_____ Date
---------------	---------------

EXHIBIT A
Memorandum of Understanding

“**Annual Library Fund Contribution**”) each per year on or about the 1st of July into the LCI Fund which shall be reserved for any major costs incurred to maintain, repair and replace the Library building (e.g. roof, windows, plumbing, etc.). Any costs associated with major repairs or renovations to the Library building in excess of funds available in the LCI Fund shall be the responsibility of and paid by the City. The City, County and AHJ shall meet annually on the first Tuesday of the month of March to review the past year's budget and future needs. Any necessary adjustment to the Annual Library Fund Contribution may be made by mutual agreement of all parties in writing. Contributions to the LCI Fund shall be made during the month of July beginning on July 1, 2026.

- c. The AHJ Regional Library Administration and City will coordinate scheduling and the use of the computer lab and meeting room with priority given to regularly scheduled and programmed Library activities. Library Administration will ensure that programming schedules will be loaded onto the city reservation platform as well as coordinate outside reservations for the space promptly. The City shall schedule programs as needed through the same city reservation platform promptly. Parties using the space shall be responsible for cleanup after each use. Any changes in the AHJ Regional Library Administration will be reviewed by the City and may return the responsibility to the City for coordinating and scheduling the use of the computer lab and the meeting room within the Library with priority given to regularly scheduled and programmed Library activities.

3. Responsibilities of the County. The County shall be responsible for the following:

- a. Insurance;
- b. Utility bills;
- c. Janitorial and interior maintenance (e.g. light bulbs, HVAC, filters, etc.);
- d. Exterior ancillary items (e.g. mailboxes, book drops, etc.)

An initial, estimated County expense budget for items a-d above is agreed upon at \$35,000.00. This amount shall be the base amount and shall be maintained in a separate account for the Library expenses (“**Library Account**”). Each year the City will submit an invoice to the County for the base amount plus the annual Consumer Price Index adjustment (as used by the State of South Carolina in determining how much ad valorem taxes may be increased each year by the County). Any amount not used during the fiscal year shall roll over to be used in the following year. At such time as this MOU is terminated, any funds remaining in the Library Account paid by the County for its portion of operational expenses shall be refunded to the County.

4. Responsibilities of AHJ. AHJ is responsible for services, procedures and day-to-day operations of the Library in accordance to the Standards for South Carolina Public Libraries and policies set forth by the Jasper County Library Board of Trustees and the IHJ Regional Board of Trustees. Staff for the library are funded by Jasper County and are hired and

supervised by the Director of the AHJ Regional Library; they are not employees of the City.

5. Term. The term of this MOU is five (5) years. Any party may terminate this MOU by providing at least one-year prior written notice to the other parties of the intent to terminate. If a party terminates the MOU prior to the five (5) year term, the terminating party shall be responsible for any repayment of any Grant funds received during the term. All rights, duties and obligations shall remain in effect until the expiration of this MOU.
6. Modifications. This MOU shall not be changed orally, and no executory agreement shall be effective to waive, change modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement or any waiver, change, modification or discharge is sought.
7. Entire Agreement. This MOU contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understanding between the parties pertaining to such subject matter.
8. Binding Agreement. This MOU shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns. Any successor and or assign of any party shall be bound by the obligations, terms, and conditions of this MOU.
9. Counterparts. This MOU may be executed in counterparts, and all such executed counterparts shall constitute the same agreement.
10. Severability. If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this MOU shall nonetheless remain in full force and effect.
11. Applicable Law. This MOU is enforceable in the State of South Carolina and shall in all respects be governed by, and constructed in accordance with, the substantive federal laws of the United States and the laws of the state of South Carolina.
12. Captions. The section headings appearing in this MOU are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.
13. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this MOU and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this MOU or any exhibits or amendments hereto.
14. Notice. Any request, demand, authorization, direction, notice, consent, or waiver provided, required or permitted to be made upon, given by or furnished to the County, the City or AHJ shall be sufficient for every purpose hereunder if in writing and addressed as follows:

To the County:

To the City:

To AHJ:

15. All notices, demands, requests, consents or approvals that may or are required to be given by any party to another shall be in writing and shall be deemed given if: (i) served personally by hand delivery; (ii) sent by nationally-recognized overnight courier with return receipt; or (iii) sent by United States registered or certified mail, by depositing the same in the United States Mail in the continental United States, postage prepaid, return receipt requested and addressed to such other party at the address specified above or at such other place as such other party may from time to time designate by notice in writing to the other parties hereto. Rejection or other refusal to accept a notice, demand, request or consent, or the inability to deliver because of a changed address, of which no notice was given, shall be deemed to be actual receipt thereof. In the event given by registered or certified mail, such notice, demand, request, or consent so mailed shall be effectively conveyed upon receipt or shall be presumed to have been effectively conveyed and received by the addressee 72 hours after deposit of same in the mail, whichever first occurs. For purposes of scheduling or other routine matters or requests, email correspondence to a valid email address maintained by the parties designated points of contact shall be sufficient.

16. Invalidity. In the event that any provisions, portions, and/or applications of any provisions of this MOU are held unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, portions, and/or applications thereof, shall not be affected, and the parties hereto shall promptly negotiate revisions to the affected provisions, portions and/or applications thereof, with a view to effecting, as close as possible, the original intentions of the parties.

Signatures on following page

IN WITNESS WHEREOF, the undersigned, have executed this **MEMORANDUM OF UNDERSTANDING**, the day and year first above written.

CITY OF HARDEEVILLE:

JASPER COUNTY:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

WITNESSED BY:

WITNESSED BY:

Printed Name: _____

Printed Name: _____

**ALLENDALE-HAMPTON-JASPER
LIBRARY SYSTEM:**

By: _____

Its: _____

Date: _____

WITNESSED BY:

Printed Name: _____

AGENDA
ITEM # 8B



Jasper County Development Services Department

358 Third Avenue
Ridgeland, South Carolina 29936
Phone (843) 717-4119

Name: Eric W. Larson
Title: Development Services Director
Email address: ewlarson@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	May 4, 2026
Agenda Item:	Resolution to approve the intergovernmental agreement with the City of Hardeeville for workforce training programs.
Project:	Intergovernmental Agreement with the City of Hardeeville for Workforce Training Programs.
Request:	Approve a resolution authorizing Jasper County to enter into an intergovernmental agreement with the City of Hardeeville for workforce training programs and authorizing the County Administrator to execute agreement.
Action Needed:	Approval of Resolution.
Recommendation:	Approval of the resolution and intergovernmental agreement.

Description:

The City of Hardeeville, in partnership with Palmetto Training Inc., provides workforce training programs for residents pursuing careers in skilled trades. The City has invested approximately \$500,000 into the programs, resulting in more than 150 tuition-free graduates from Jasper and Beaufort counties obtaining employment. The proposed agreement will continue the partnership and provide additional workforce training opportunities for Jasper County residents. The City desires to continue strengthening the Programs by providing continuous opportunity for a minimum of fifty (50) new County and Beaufort County residents annually to participate in tuition free Programs;

Staff Recommendation:

Approve the intergovernmental agreement with the City of Hardeeville for workforce training programs and authorizing the County Administrator to execute the agreement.

Attachment(s): Resolution #R-2026-IGA Draft Agreement.

Ordinance 2026-

**JASPER COUNTY, SOUTH CAROLINA
RESOLUTION NUMBER # R-2026-25**

**A RESOLUTION OF JASPER COUNTY, SOUTH CAROLINA,
APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
THE CITY OF HARDEEVILLE FOR WORKFORCE TRAINING
PROGRAMS FOR JASPER COUNTY RESIDENTS AND
AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE
THE INTERGOVERNMENTAL AGREEMENT ON BEHALF OF THE
COUNTY**

WHEREAS, Jasper County, South Carolina (the “**County**”), a body politic and corporate and a political subdivision of the State of South Carolina (the “**State**”), is organized and governed according to and pursuant to the Constitution and general laws of the State, and has as its governing body the Jasper County Council (the “**County Council**”); and

WHEREAS, the City of Hardeeville (the “**City**”) has implemented workforce training programs (the “**Programs**”) in partnership with Palmetto Training Inc. which enables residents an affordable training opportunity to transition into a career based on skilled trade services; and

WHEREAS, the City has currently invested approximately \$500,000.00 into the Programs, resulting in more than 150 tuition free graduates from the County and Beaufort County who have secured jobs as a result of the Programs; and

WHEREAS, the City desires to continue strengthening the Programs by providing continuous opportunity for a minimum of fifty (50) new County and Beaufort County residents annually to participate in tuition free Programs; and

WHEREAS, the County desires to partner with the City to help fund additional participation by Jasper County residents; and

WHEREAS, the City and County are currently parties to an Intergovernmental-Agreement for the Programs in similar form to that described herein; and

WHEREAS, Section 4-9-41 of the Code of Laws of South Carolina 1976, as amended (the “**SC Code**”) authorizes counties to enter into agreements with incorporated municipalities, special purpose districts, and other political subdivisions for the joint administration of functions and exercise of powers, and to cooperate and contract with such entities as may be necessary to carry out their respective public purposes; and

WHEREAS, the County and the City have reduced their mutual understandings regarding the conditions to City’s blanket consent to this Intergovernmental Agreement (“**Intergovernmental Agreement**”) attached hereto as Exhibit “A” and incorporated herein by

reference to define their respective roles and responsibilities with respect to the Programs and to ensure the efficient and coordinated expenditure of public funds in the public interest.

NOW, THEREFORE, it is hereby resolved by the Jasper County Council, in meeting duly assembled, that:

1. It is the specific intent of the County Council to enact this Resolution in accordance with, and empowered by, the Constitution and general laws of the State and the Jasper County Code of Ordinances.
2. The County Council approves the Intergovernmental Agreement in substantially the form attached hereto as Exhibit "A".
3. The County Administrator is authorized to execute the Intergovernmental Agreement, and, in consultation with the County Attorney, may make or accept minor modifications to the Agreement, as may be necessary and appropriate, to carry out the intent of this Resolution.
4. The execution and delivery of the final form of the Intergovernmental Agreement by the County is to serve as conclusive evidence of the approval thereof by the County.
5. Should any portion of this Resolution be deemed unconstitutional or otherwise enforceable by any court of competent jurisdiction, such determination should not affect the remaining terms and provisions of this Resolution, all of which are hereby deemed separable.
6. All orders, resolutions and enactments of the County Council inconsistent herewith are to the extent of such inconsistency only, hereby revoked and rescinded.
7. This Resolution shall take effect and be in full force and effect after enactment by the County Council.

Signature on following page

RESOLVED this ____ day of April 2026, in meeting duly assembled.

_____(SEAL)
W. J. Rowell III, Chairman
County Council of Jasper County, South Carolina

ATTEST:

Wanda H. Giles
Clerk to County Council

Resolution R-2026-25
Adopted: May 4, 2026

Reviewed for form and draftsmanship by the Interim Jasper County Attorney.

Name

Date

EXHIBIT A
Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT
BETWEEN JASPER COUNTY, SOUTH CAROLINA AND
THE CITY OF HARDEEVILLE, SOUTH CAROLINA
(WORKFORCE TRAINING PROGRAM)**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered this ____ day of _____, 2026 ("Effective Date"), by and between Jasper County, South Carolina (“**County**”), a political subdivision of the State of South Carolina (the “**State**”) and the City of Hardeeville, South Carolina, a municipal corporation and political subdivision of the State ("City"), and together with the County sometimes collectively hereinafter the "Parties".

RECITALS

WHEREAS, the County is organized and governed according to and pursuant to the Constitution and general laws of the State and has as its governing body the Jasper County Council (the “**County Council**”); and

WHEREAS, the City has implemented workforce training programs (the “**Programs**” and each a “**Program**”) in partnership with Palmetto Training Inc. which enables residents an affordable training opportunity to transition into a career based on skilled trade services; and

WHEREAS, two (2) Programs offered are (i) a NCCER ten (10) week welding, OSHA, and forklift certification program, and, (ii) a five (5) week COL-A licensing program; and

WHEREAS, the City has currently invested approximately \$500,000 into the Programs, resulting in more than one hundred fifty (150) tuition-free graduates from the County and neighboring Beaufort County who have secured jobs as a result of the Programs with starting salaries ranging from \$40,000 to \$60,000 a year; and

WHEREAS, the City desires to continue strengthening the Programs by providing continuous opportunity for a minimum of fifty (50) new County and Beaufort County residents annually to participate in tuition-free Programs; and

WHEREAS, the County desires to partner with the City to help fund additional participation by Jasper County residents; and

WHEREAS, the City and County are currently parties to an Intergovernmental-Agreement for the Programs in similar form to that described herein; and

WHEREAS, Section 4-9-41 of the Code of Laws of South Carolina 1976, as amended (the “**SC Code**”) authorizes counties to enter into agreements with incorporated municipalities, special purpose districts, and other political subdivisions for the joint administration of functions and exercise of powers, and to cooperate and contract with such entities as may be necessary to carry out their respective public purposes; and

WHEREAS, this Agreement is not intended to, and does not, alter or change the responsibilities of each of the Parties hereto, nor does it relieve any party of any function, duty or obligation otherwise imposed by law; and

WHEREAS, this Agreement, upon its execution by the Parties hereto, shall be filed with the Clerk to Council of Jasper County and the City Clerk of the City of Hardeeville.

NOW THEREFORE, that for and in consideration of the aforesaid premises, the covenants, conditions, promises and limitation contained herein, and other good and valuable consideration, the receipt and adequacy whereof are hereby acknowledged, the parties hereto agree as follows: _

1. Recitals. The above recitals are incorporated herein by reference thereto, as fully as if restated herein.

2. Term. The Agreement shall begin on the Effective Date and terminate on June 30, 2029. Any renewal of this Agreement must be in writing with written consent of both Parties.

3. Responsibilities of the Parties.

a. The City is committed to training skilled trade workforce participants each year, while improving the quality of life for existing underemployed or unemployed residents residing in Jasper and Beaufort County through the Programs.

b. The City will oversee the administration of the Programs, including, but not limited to, the following: making available the applications electronically across the City's websites; providing the space and equipment for successful implementation of Programs; and be the responsible party for all of the Programs' oversight and coordination including the related costs of running the Programs beyond the tuition expenses associated with the ten (10) County participants in the Programs.

c. The County will assist the City with the advertising of the Programs to make County residents more aware of the Program opportunity including, but not limited to, placing the information on their website and social media outlets. The City will provide the County with access to any and all marketing materials in order to use for the promotion of the Programs.

4. Funding. The County shall pay directly to the City an amount of Five Thousand and Nine Hundred and No/100 Dollars (\$5,900.00) per Jasper County participant to be used for tuition expenses only. The County agrees to fund up to twenty (20) Jasper County new workforce training participants per year for three (3) years. The total funds from the County shall not exceed an amount of One Hundred Eighteen Thousand and No/100 Dollars (\$118,000.00) during any one year and Three Hundred Fifty-Four Thousand and No/100 Dollars (\$354,000.00) for the Term. Funding in future fiscal years is subject to approved appropriations.

a. *Funding Request.* The County shall provide the City with payment in the amount of \$118,000.00 for Program participation within thirty (30) calendar days once this Agreement

is fully executed. Payment shall be made via check and to the address provided in Section 5(b) of this Agreement.

b. *Unused Funds.* The City is solely responsible for maintaining accurate records and for providing the County with notice of unused funds no later than April 1 of each year of the Term. Upon receipt of the aforementioned notice, the County shall respond to the City in writing as to how it desires the unused funds to be handled. The Parties agree that any unused funds may either 1) be directly refunded to the County by way of wire transfer or check; or 2) be applied to the amount owed for the following year of the Term or renewal term.

d. *Finance Documents.* Upon the request of the County, the City agrees to provide the County with any and all information or documents associated with financing the Programs or any tuition for each Jasper County participant.

5. Miscellaneous Provisions.

a. *Freedom of Information Act.* Any information shared or furnished to either Party pursuant to this Agreement shall be subject to the South Carolina Freedom of Information Act, Title 30, Chapter 4 of the South Carolina Code of Laws, 1976, as amended, unless otherwise exempt from disclosure. Responding to any validly submitted Freedom of Information Act request will be the responsibility of the Party that receives the request, and such party will be responsible for any costs related to responding thereto; nevertheless, neither Party is obligated to obtain documents in possession of another Party to respond to a Freedom of Information Act request.

b. *Notices.* Any notice, communication, request, approval or consent which may be given or is required to be given under the terms of this Agreement shall be in writing and shall be transmitted (1) via hand delivery or express overnight delivery service to the Seller or the Purchaser, (2) via facsimile with the original to follow via hand delivery or overnight delivery service, or (3) via e-mail, provided that the sending party can show proof of delivery, as the case may be, at the addresses/numbers set forth below:

AS TO COUNTY: Jasper County
Attn: Jasper County Administration
Post Office Box 1149
Ridgeland, SC 29936
Attn: Andrew Fulghum, County Administrator

AS TO CITY: City of Hardeeville
Attn: City Administration
Post Office Box 609
Hardeeville, SC 29927
Attn: Joshua Gruber, City Manager

c. *Entire Agreement and Construction.* This Agreement constitutes as the sole and entire agreement of the City and County and no prior or contemporaneous oral or written representations or agreements between the parties affecting the Premises shall have any legal effect. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

d. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the Parties may execute and exchange by email or telephone facsimile counterparts of the signature pages.

e. *Severability.* If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

f. *Amendment or Modifications.* This Agreement shall not be modified, amended, or changed in any manner except upon the express written consent of the Parties hereto.

g. *Captions.* The captions used in this Agreement are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

h. *Applicable Law and Respective Governing Bodies.* The laws of the State of South Carolina shall govern the interpretation, validity, performance, and enforcement of this Agreement; and, of any personal guarantees given in connection with this Agreement. Each Party is responsible for any notice, reporting, or approval requirements to their respective governing body as may be required under South Carolina Law or any other applicable law or ordinance.

i. *Authority.* Each individual and entity executing this Agreement hereby represents and warrants they have the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf they are executing this Agreement to the terms hereof.

(Signature Page Follows)

IN WITNESS THEREOF, the Parties hereto have executed this Agreement the day and year first above written.

COUNTY:

Witness

By: _____
Andrew P. Fulghum
Jasper County Administrator

Witness

[Approved by Action of Jasper County Council at its meeting held _____, 2026]

CITY:

Witness

By: _____
Joshua Gruber
City of Hardeeville Manager

Witness

[Approved by Action of Hardeeville City Council at its meeting held on _____, 2026]

AGENDA
ITEM # 8C

**JASPER COUNTY, SOUTH CAROLINA
RESOLUTION NUMBER R-2026-26**

**A RESOLUTION OF JASPER COUNTY, SOUTH CAROLINA,
APPROVING THE ESTABLISHMENT OF A ROLLOVER BANK
ACCOUNT FOR UNENCUMBERED TITLE IV-D CHILD SUPPORT FUNDS
KNOWN AS UNIT COST REIMBURSEMENT FUNDS**

WHEREAS, Jasper County, South Carolina (the “**County**”), a body politic and corporate and a political subdivision of the State of South Carolina (the “**State**”), is organized and governed according to and pursuant to the Constitution and general laws of the State, and has as its governing body the Jasper County Council (the “**County Council**”); and,

WHEREAS, the County receives federal funds through Title IV-D of the Social Security Act for the reimbursement of child support costs and expenses (“**Title IV-D Funds**”); and

WHEREAS, Title IV-D Funds are disbursed and managed pursuant to South Carolina Code 43-5-10 et seq. and South Carolina Code 63-17-10 et seq.; and

WHEREAS, the Title IV-D Funds are disbursed to the Clerk of Court for Jasper County and are placed in a special account and may not be used to replace operating funds of the County budget; and

WHEREAS, pursuant to South Carolina Code 43-5-235, Title IV-D Funds not encumbered for child support services revert to the County general fund at the end of the fiscal year in which they are earned; and

WHEREAS, the County desires to establish the Clerk of Court Roll Over Account for the rollover of prior fiscal year Title IV-D Funds from the County general fund.

NOW, THEREFORE, it is hereby resolved by the Jasper County Council, in meeting duly assembled, that:

1. It is the specific intent of the County Council to enact this Resolution in accordance with, and empowered by, the Constitution and general laws of the State and the Jasper County Code of Ordinances.
2. The County Council approves the establishment of a rollover bank account to manage Title IV-D Funds that are unencumbered at the end of the fiscal year and revert to the general fund.
3. Should any portion of this Resolution be deemed unconstitutional or otherwise enforceable by any court of competent jurisdiction, such determination should not

affect the remaining terms and provisions of this Resolution, all of which are hereby deemed separable.

- 4. All orders, resolutions and enactments of the County Council inconsistent herewith are to the extent of such inconsistency only, hereby revoked and rescinded.
- 5. This Resolution shall take effect and be in full force and effect after enactment by the County Council.

RESOLVED this 5th day of May 2026, in meeting duly assembled.

_____(SEAL)
 W. J. Rowell III, Chairman
 County Council of Jasper County, South Carolina

ATTEST:

 Wanda H. Giles
 Clerk to County Council

Resolution R-2026-26
Adopted: May 4, 2026

Reviewed for form and draftsmanship by the interim Jasper County Attorney.

 Burr & Forman LLP
 Walter J. Nester, III, Partner

Date

AGENDA
ITEM # 9A

STATE OF SOUTH CAROLINA
COUNTY OF JASPER

Ordinance # O - 2026-17

AN ORDINANCE
OF JASPER COUNTY COUNCIL

AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES OF JASPER COUNTY REGARDING FIRE PROTECTION DISTRICTS TO CREATE THE JASPER COUNTY RURAL FIRE PROTECTION DISTRICT; ELIMINATING ALL EXISTING FIRE PROTECTION DISTRICTS; AUTHORIZING THE NOVATION OF ALL OUTSTANDING BONDS AND OTHER DEBT OBLIGATIONS TO THE NEW DISTRICT; REQUESTING AND ACCEPTING DEDICATION OF COUNTY-FUNDED FIRE CAPITAL EQUIPMENT AND FACILITIES; AUTHORIZING A FIRE SERVICE CONTRACT BETWEEN THE NEW DISTRICT AND THE CITY OF HARDEEVILLE; AUTHORIZING THE LEASE OF CERTAIN COUNTY REAL PROPERTY; AUTHORIZING THE CONVEYANCE OF CERTAIN PERSONAL PROPERTY; AND OTHER MATTERS RELATING THERETO.

WHEREAS, the County Council of Jasper County (the “**County Council**”), the duly elected governing body of Jasper County, South Carolina (“**County**”), is empowered pursuant to Title 4, Chapter 19 (the “**Enabling Act**”) of the Code of Laws of South Carolina 1976, as amended (the “**South Carolina Code**”), “[t]o establish, operate, and maintain a system of fire protection” within the County.

WHEREAS, pursuant to the Enabling Act, Ordinance No. 09-19 dated July 20, 2009, as amended by Ordinance No. 2019-18 dated July 15, 2019, as amended by Ordinance No. 2022-39 dated March 15, 2023, and as amended by Ordinance No. 23-21 dated January 16, 2024 (collectively, the “**Existing Fire District Ordinances**”), the County previously established five separate fire service areas within unincorporated areas of the County, to wit: the Cherry Point Fire Protection District (“**Cherry Point**”), Rural Jasper County Fire Protection District, Levy Fire Protection District (“**Levy**”), Ridgeland Vicinity Fire Protection District, and Hardeeville Vicinity Fire Protection District (collectively, the “**Fire Districts**”).

WHEREAS, the County Council seeks to restructure the organization of fire services in the County by creating the Jasper County Rural Fire Protection District (the “**Jasper Fire District**”) and eliminating all of the Fire Districts (the “**Consolidation**”). The County Council has determined that the Consolidation will: (a) attract new firefighters; (b) retain existing firefighters; (c) allow for proper training of new and existing firefighters, and the potential to hire full-time firefighters; (d) stabilize service calls and fire station capacity; (e) promote better responsiveness and fire service to taxpayers, residents, and businesses within the County; (f) more effectively and

equitably spread the cost of fire services throughout the County; (g) unify and potentially improve ISO ratings throughout the County; (h) ensure County oversight on fire funding; (i) create accountability for contractual fire service providers operating in the County; and (j) promote regional cooperation and joint services with municipal fire service providers in the County.

WHEREAS, the County Council has determined to amend and restate the Existing Fire District Ordinances, as codified at Chapter 9, Article IV of the County's Code of Ordinances, in order to implement the Consolidation, and eliminate the Fire Districts.

WHEREAS, with the exception of Levy, all of the other Fire Districts are all governed, controlled, and operated by the County as an administrative division thereof; by and through the Consolidation, the Levy Fire Protection District Board will be dissolved, and thereafter, the Jasper Fire District will be governed, controlled, and operated as an administrative division of the County.

WHEREAS, as of the date hereof, there is outstanding the original principal amount \$1,308,200 Jasper County, South Carolina Fire Protection Service General Obligation Bond (Cherry Point Fire Protection District), Series 2023 (the "**Outstanding Obligation**") maturing on April 13, 2053.

WHEREAS, the Outstanding Obligation was issued for the benefit of Cherry Point, and is subject to novation under the terms hereof.

WHEREAS, pursuant to Sections 4-9-30(3) and 4-9-41 of the South Carolina Code, the County is expressly authorized to provide fire protection and related emergency services and to enter into contracts and cooperative arrangements for the joint administration and delivery of governmental services. These statutory provisions empower the County to determine the most efficient and effective means of furnishing essential public safety services to residents within its jurisdiction, including through intergovernmental agreements with municipalities.

WHEREAS, the County Council has determined that contracting with the City of Hardeeville, South Carolina ("**Hardeeville**") for the provision of fire protection and emergency services within the southern portion of the Jasper Fire District (Levy, West Hardeeville and portions of old Cherry Point), as shown on the map attached hereto as Exhibit A, serves a valid public purpose and promotes the health, safety, and welfare of the residents of the Jasper Fire District. Accordingly, the County's decision to enter into a Fire and Emergency Service Agreement with Hardeeville (the "**Hardeeville Service Agreement**"), the form of which is attached hereto as Exhibit B, for the provision of fire and emergency services within the southern portion of the Jasper Fire District is authorized by law, supported by sound public policy considerations, and undertaken in furtherance of the County's responsibility to provide for the protection of life and property within its jurisdiction.

WHEREAS, as a result of the Hardeeville Service Agreement, certain of the County’s existing fire stations will no longer be used by the County. Instead, the County will lease certain existing fire stations, particularly the Levy Fire Station (Station No. 25) (the “**Levy Station**”) and the Bellinger Hill Fire Station (Station No. 20) (the “**Bellinger Station**”) and together with the Levy Station, the “**Leased Stations**”), to Hardeeville for their use during the pendency of the Hardeeville Service Agreement under the terms of that certain Lease Agreement, the form of which is attached hereof as Exhibit C (the “**Lease Agreement**”). Additionally, certain Fire Assets (as defined herein) will be conveyed to Hardeeville under the terms of that certain Bill of Sale, the form of which is attached hereto as Exhibit D (the “**Bill of Sale**”).

WHEREAS, the terms of the Lease Agreement and the Bill of Sale provide for the City to lease the Leased Stations and acquire the Fire Assets for a cost that is arguably less than the fair market value of the respective interest. The County is cognizant that its authority to dispose of real property is limited by a fiduciary duty to act in the best interest of the public.¹ The County has a fiduciary duty to receive consideration of “reasonably equivalent value” in exchange for its sale or conveyance of real property.² In determining what constitutes “reasonably equivalent value,” the County is not limited to considering the monetary value received for the property but may also “consider indirect benefits resulting to the public in determining what is a fair and reasonable return for disposition of its properties....”³

WHEREAS, County Council has considered both the direct financial consideration and the indirect public benefits anticipated to result from the Lease Agreement and Bill of Sale and has determined that, taken together, such consideration constitutes reasonably equivalent value and a fair and reasonable return to the public for the disposition of the County’s interests in the Leased Stations and Fire Assets.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL, as follows:

Section 1 Recitals. Each finding or statement of fact set forth in the recitals hereto has been carefully examined and has been found to be in all respects true and correct. The County Council has determined that its actions herein satisfy all of the requirements and conditions set forth and established in the Enabling Act. The County Council believes that it is in the best interest of the County to undertake the Consolidation under the Enabling Act. Further, and as required by the Enabling Act, the County Council finds and determines that the establishment of the Jasper Fire District satisfies the requirements and conditions set forth in Section 4-19-10 of the Enabling Act.

Section 2 Amendment and Restatement of the County’s Code of Ordinances. The Existing Fire District Ordinances, as codified in the County’s code of

¹ *Haesloop v. City Council of Charleston*, 115 S.E. 596, 600 (S.C. 1923).

² *Id.*

³ Quoting *McKinney v. City of Greenville*, 203 S.E.2d 680, 688 (S.C. 1974).

ordinances at Chapter 9 “Civil Emergencies”, Article IV “Fire Protection Districts” shall be amended and restated in its entirety as follows:

Chapter 9 – CIVIL EMERGENCIES

Article IV. – FIRE PROTECTION DISTRICT

Sec. 9-80. Findings of Fact.

As an incident to the enactment of this article, Jasper County, South Carolina (the “County”), the County Council of Jasper County, the governing body of the County (the “Council”), finds that there shall be enacted a uniform ordinance for the operation of the system of fire protection within the County.

(1) Pursuant to the provisions of Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended (the “Enabling Act”), the Council is empowered to establish, operate, and maintain a system of fire protection 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.

(2) Pursuant to the Enabling Act, the County has determined to implement a fire service taxing district that is comprised of the unincorporated area of the County. The term "unincorporated area" means the area not included within the corporate boundaries of a municipal corporation created pursuant to Title 5, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, or within a special purpose district created before March 7, 1973, to which has been committed the governmental service which the county council intends to provide through the proposed special taxing district unless the special purpose district has been dormant for five years or more. There are no special purpose districts currently in existence or operating in the County.

(3) The County intends to restructure the organization of fire service funding in the County by confirming the existence of a single, unified fire service area under the Enabling Act, which it believes will: (a) attract new firefighters; (b) retain existing firefighters; (c) allow for proper training of new and existing firefighters, and the potential to hire full-time firefighters; (d) stabilize service calls and fire station capacity; (e) promote better responsiveness and fire service to taxpayers, residents, and businesses within the County; (f) more effectively and equitably spread the cost of fire services throughout the County; (g) unify and potentially improve ISO ratings throughout the County; (h) ensure County oversight on fire funding; (i) create accountability for contractual fire service providers operating in the County; and (j) promote regional cooperation and joint services with municipal fire service providers in the County.

(4) Pursuant to Ordinance No. _____ dated _____, 2026 (the “Consolidation Ordinance”), the Council established a new special tax district, which shall hereafter be known as the “Jasper County Rural Fire Protection District” (the “Jasper Fire District”). As a result, and upon the effective date of the Consolidation Ordinance, there shall be one unified fire service area operating within the County (not including any municipal fire departments that the County is not authorized to serve or is not otherwise providing service by contract). Additionally, any formerly created county fire service areas created under the Enabling Act shall be eliminated.

Sec. 9-81. Creation and Validation.

The Jasper Fire District shall consist of the entire unincorporated area of the County and is established for the purpose of providing and funding fire services in such area. The Council is authorized to exercise all powers provided by law and to perform all duties necessary to the proper rendering of fire services within all areas of the Jasper Fire District, including the levy and collection of ad valorem taxes upon all taxable property within the district, the levy and collection of uniform service charges for fire services to be levied on an annual basis, and arranging contracts to the provision of fire services within distinct areas of the Jasper Fire District.

Sec. 9-82. Administration; Assets; Authorization.

(a) The Jasper Fire District shall be operated as an administrative division of the County. The County hereby creates the “county fire rescue division”, as an administrative division of the County. The county fire rescue division, acting through the Emergency Services Director (as defined and described herein) shall represent, manage, and control the daily operations of the Jasper Fire District.

(b) All fire-related assets (real property, personal property, cash, investments or technology) of the Jasper Fire District shall be controlled by and titled in the name of the County. To the extent any County-funded assets are listed in the name of any previously created, but no longer existing county fire service area created under Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended (the “FSAs”), or any counterparty (contractual or otherwise) performing fire service functions for the County, the County, acting through the County Administrator, is authorized to undertake all necessary actions to effect and accept the proper transfer of any such assets to the County.

(c) All fire personnel of the Jasper Fire District, including the Emergency Services Director and any firefighters (volunteer or paid), shall be considered County employees and subject to the same county policies, procedures, and regulations, as similarly situated County employees. Further, all fire personnel of the Jasper Fire District shall be managed by

the Emergency Services Director under the term hereof. Notwithstanding the foregoing, any fire personnel of a contractual counterparty engaged by the County to provide fire protection services within the County shall not be considered County employees, but rather shall be employees or agents of such counterparty and responsible to the policies, procedures and regulations of the counterparty. However, and notwithstanding the foregoing, any counterparty and their respective personnel shall be responsible for performing fire services and otherwise conforming their actions to the terms set forth in the applicable fire protection services agreement with the County.

Sec. 9-83. Emergency Services Director

The county fire rescue division shall be operated and administered by the county emergency services coordinator (the “Emergency Services Director”) as part of the Jasper County Emergency Services department. The Emergency Services Director shall directly report to the County Administrator.

Sec. 9-84. Budget.

(a) County staff shall formulate an annual budget for the county fire rescue division to sustain the operations of the Jasper Fire District. Funding shall be through the levy of taxes and/or the imposition of rates and charges as well as any other monies appropriated, allocated, or redistributed by the County. The annual budget for the county fire rescue division may either be established as a stand-alone budget or incorporated into the County's general fund budget. The Council shall consider the annual budget for the county fire rescue division and may approve in total, modify, or amend the budget in its discretion. No funds shall be expended for purposes other than as allocated in the annual budget unless authorized or approved by the Council. However, line-items within the annual budget for the county fire rescue division may be moved within such fund as necessary to implement County fire-related functions.

(b) The budget shall be approved in accordance with the provisions of South Carolina law, and shall be incorporated as part of the County regular general fund budget preparations.

(c) Upon approval of the budget, the Council shall certify to the county auditor the tax levy or fee schedule, as applicable, for inclusion on the appropriate tax notices for the Jasper Fire District.

(d) In order to provide for facilities, rolling stock, equipment, and other needs of the Jasper Fire District, the County may issue, with or without an election, general obligation bonds (in a single issue or several separate issues) by the County on behalf of the Jasper Fire District. Such general

obligation bonds shall be secured by the full faith, credit, and taxing power of the County and shall be payable from *ad valorem* taxes levied and collected within the Jasper Fire District.

Sec. 9-85. Use of Revenues

All revenues, taxes, fees, and other funds collected for the benefit and use of the Jasper Fire District shall be deposited into a separate account established in the name of the Jasper Fire District. All expenditures and disbursements from such account shall be made only in accordance with applicable law and duly authorized budgetary procedures.

Notwithstanding the foregoing, the County may consolidate such funds for administrative or operational purposes with funds designated for emergency medical services, provided that the accounting system clearly identifies, segregates, and tracks all revenues and expenditures attributable to the Jasper Fire District.

Sec. 9-86. Taxes; Fees

(a) In conformance with the budget, a schedule of taxes to be assessed and collected and/or the rates and charges imposed and collected as taxes shall be as set from time to time as necessary to fund the operations of the Jasper Fire District.

(b) There may be levied *ad valorem* property taxes within the boundaries of the Jasper Fire District for operation and maintenance purposes. If the Jasper Fire District levies taxes, all real and personal property currently within the boundaries of the Jasper Fire District shall be assessed and taxed in accordance with the provisions of state law.

(c) Alternatively, or additionally, the Jasper Fire District may impose rates and charges for operation and maintenance purposes in the discretion of the County. If the Jasper Fire District imposes fees or charges, such fees or charges shall be imposed and collected in accordance with the provisions of state law.

Sec. 9-87. Boundaries

(a) The Jasper Fire District shall include the entirety of the unincorporated area of the County. Additionally, the County, on behalf of the Jasper Fire District, may enter into service contracts to provide service outside its corporate boundaries by contract, including with or within any municipalities under the joint exercise of powers provisions of the Enabling Act. Further, the Council may determine to contract for any municipal fire department to provide services within any portion of the Jasper Fire District by contract.

(b) The county fire rescue division shall arrange for the preparation and promulgation of maps, charts, and other demographic information as necessary to depict the service area of the Jasper Fire District as it may change over time. Such maps may be relied upon for the purpose of levying taxes or fees under Section 9-86 hereinabove.

Sec. 9-88. Powers, Duties and Responsibilities.

(a) The county fire rescue division, acting through the Emergency Services Director, shall have the following duties and responsibilities (for the benefit of the Jasper Fire District):

(1) To buy, convey, and/or assign fire-fighting equipment as necessary for the purpose of controlling fire(s) within the Jasper Fire District;

(2) To select sites or places within its service area where fire-fighting equipment must be kept;

(3) To employ all necessary fire protection personnel and fix their compensation;

(4) To employ and supervise the training of firemen to insure that the equipment is utilized for the best interest of all those in the Jasper Fire District;

(5) To be responsible for the purchase, acquisition, upkeep, maintenance and repairs of all fire-fighting equipment, fire stations and fire station sites; however, all such personal and real property purchased, acquired, operated and maintained shall be owned by and properly titled in the name of the county and shall not be subject to disposal or sale without the approval of Council;

(6) To promulgate such regulations as may be necessary to insure that equipment is being used to the best advantage of the County;

(7) To construct buildings to house equipment and all fire stations necessary to provide fire protection;

(8) To exercise any and all other powers necessary to operate and maintain a comprehensive system of fire protection within the County; and

(9) To contract with fire service providers, including volunteer fire departments, municipal departments or any other fire provider for the provision of fire protection services within all or a portion of the Jasper Fire District. By entering into such contracts (with the approval of Council),

funding or payment for fire protection services, including capital funding, shall be specifically described and detailed in such agreement.

(b) It is expressly noted that, in the absence of approval by Council, the Emergency Services Director shall not have any power or authority to: (i) enter into any contract to purchase, lease, convey or sell real estate; (ii) borrow any money (including lease-obligations); (iii) enter into any contracts, or other create any legal obligation of the County or the Jasper Fire District; or (iv) set, make or adopt policies regarding the operation or administration of the Jasper Fire District.

Sec. 9-89. Procurement.

The county fire rescue division shall be governed by the administrative rules of procedure governing other county agencies/departments and shall additionally comply with and be governed by the County's procurement code.

Sec. 9-90. Interference with Firefighters.

(a) It shall be unlawful to hinder or obstruct any firefighter or other authorized fire personnel while such persons or personnel are responding to a fire call or any other emergency call, or to hinder or obstruct persons or personnel who are attempting to extinguish a fire or remedy any emergency while acting in an official capacity. In keeping with the foregoing, and in the absence of automatic aid, mutual aid or other joint services agreements between or among fire providers authorized to perform fire service functions in the County, only the Jasper Fire District or the County's authorized contractual counterparties shall be permitted to exercise fire service activities and functions within a designated fire service area. Any entity, other than the Jasper Fire District or a contractual fire service provider hereunder, that responds to, performs, or attempts to perform fire service functions without a contract shall be automatically assumed to be in violation of this Sec. 9-90(a).

(b) The failure to obey any lawful order of any official of the fire-rescue division at the scene of any emergency shall be unlawful.

(c) Violations of the foregoing shall be punishable under the terms of the general penalties in Sec. 1-8 of the code of ordinances, as may be amended from time.

Sec. 9-91 to 99. Reserved.

Section 3 Transfer and Acceptance of Assets.

A. As applicable, all real and personal property (including all cash and investments) of the Fire Districts shall become the assets of the County and upon the enactment of this Ordinance, any cash and investments shall be transferred from the Fire Districts (or the accounts established therefor) to the County's account(s) for Jasper Fire District. Likewise, and except as described in Section 5 of this Ordinance, all obligations and liabilities of the Fire Districts shall become obligations and liabilities of the Jasper Fire District.

B. On or prior to the Effective Date (as defined herein):

1. The Jasper Fire District shall succeed to, without other transfer, and shall possess and enjoy all of the rights and privileges, immunities, powers, and franchises, both of a public and private nature, and shall be subject to all of the restrictions, liabilities, and duties of the Fire Districts.

2. To the extent title to any real property is vested by deed or otherwise to or in the name of any of the Fire Districts, or any agent, agency, or beneficial entity thereof (including any former, existing or planned fire service counterparty, including contractual counterparties), the title to such real property shall not automatically revert, transfer, or otherwise be encumbered by the terms of this Ordinance; however, through the enactment of this Ordinance, the County Council, in its capacity as the governing body of each of the Fire Districts, has authorized and approved the transfer of any and all real property of each such Fire District to the County (to the extent not already titled in the name of the County). To the extent the Leased Stations are owned or controlled by the Fire Districts, the Leased Stations are authorized for demise and lease under the terms hereof.

3. To the extent title to or ownership of any tangible personal property is vested in the name of any of the Fire Districts, or any agent, agency, or beneficial entity thereof (including any former, existing or planned fire service counterparty, including contractual counterparties), such title or ownership shall not automatically revert, transfer, or otherwise be encumbered or impaired by the terms of this Ordinance; however, through the enactment of this Ordinance, the County Council, in its capacity as the governing body of each of the Fire Districts, has authorized and approved the transfer of any and all of the personal property of each such Fire District's interest to the County (to the extent not already titled in the name of the County). To the extent any of the personal property assets associated with the Leased Stations are owned or controlled by the Fire Districts, such assets are authorized for conveyance under the terms hereof.

4. Best efforts shall be undertaken to pay all current bills, charges, and liabilities of the Fire Districts from the respective assets acquired from each Fire District, including any workers compensation insurance premiums or liability

insurance premiums due through the Effective Date for firefighters or the physical assets of each such Fire District. If circumstances arise or occur wherein such items cannot be paid from the assets of the respective Fire District, proper arrangements will be made with or by the Jasper Fire District, which is receiving the particular asset, for payment of such bill, charge, or liability.

D. On behalf of the County, the Jasper County Administrator, including any person serving such role in an interim capacity (the “**County Administrator**”), or his respective designees, are authorized to execute and deliver any bill of sale, deed, instrument, certificate, or other documentation necessary or convenient to carry out the intent of this Section.

Section 4. Assignment of Service Rights and Contracts; Contracts for Service.

A. Notwithstanding any limitation in such agreements to the contrary and excepting any other service agreements authorized under the provisions of this Ordinance, any agreements, contracts, rights, title, interest and other obligations between any of the Fire Districts and any municipal fire service or other fire providers (together, the “**Other Fire Providers**”) shall be assigned, granted and transferred in full to the Jasper Fire District, who shall accede to and continue performing any and all fire service functions previously provided to the Other Fire Providers by any of the Fire Districts.

B. Notwithstanding the provisions of paragraph (A) of this Section 4, to the extent any current agreement with any of the Other Fire Providers, expressly including but not limited to mutual or automatic aid agreements, requires amendments, supplements, modifications or a restatement in full (collectively, a “**Modification Agreement**”) as a result of this Ordinance, any Modification Agreement, subject to review and approval by the County’s legal counsel, is fully authorized and permitted by the terms hereof. Each Modification Agreement, if any, shall be executed and delivered on behalf of the County by the County Administrator. Upon such execution, the County Council shall be timely informed of the execution of the Modification Agreement. The consummation of the transactions and undertakings described in any Modification Agreement, and such additional transactions and undertakings as may be determined by the County Administrator, in consultation with legal counsel to be necessary or advisable in connection therewith, are hereby approved.

C. In addition to the assignment of any agreement with Other Fire Providers, or any Modification Agreement contemplated above, the County, upon the advice of legal counsel and the Fire Service Coordinator, may assume the contractual duties and obligations of any Fire District. Any such assumption shall be set forth in a written instrument executed and delivered on behalf of the County by the County Administrator. The execution, delivery, and performance of any agreement so assigned or assumed, together with any related actions, transactions, or undertakings that the County Administrator, in consultation with legal counsel, determines to be necessary or advisable in connection therewith, are hereby authorized and approved.

D. Notwithstanding the provisions of paragraphs (A) or (B) of this Section 4 and as described in the recitals hereto, County Council hereby authorizes the County to enter into the Hardeeville Service Agreement, the form of which is attached to this Ordinance as Exhibit B. The Hardeeville Service Agreement shall be executed and delivered on behalf of the County Administrator and attested to by the Clerk to Council. Upon such execution, the County Council shall be timely informed of the execution of the Hardeeville Service Agreement. The consummation of the transactions and undertakings described in the Hardeeville Service Agreement and such additional transactions and undertakings as may be determined by the County Administrator in consultation with counsel to be necessary or advisable in connection therewith, are hereby approved. In providing its approval of the Hardeeville Service Agreement, the County Council explicitly reserves, and does not delegate, all rights, duties, or actions respecting substantive revisions to the Hardeeville Service Agreement. The County Council is authorizing and directing the ministerial completion of any minor details reflected in the current form of the Hardeeville Service Agreement and the action of executing and delivering such agreement on behalf of the County. Material deviations of the Hardeeville Service Agreement shall require subsequent approval of the County Council. Should the Hardeeville Service Agreement require a material revision after the approvals granted by this Ordinance, such revisions shall be presented to the County 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 Hardeeville Service Agreement and the rights and responsibilities of the County thereunder different from in the form of the Hardeeville Service Agreement provided to Council on the date of enactment of this Ordinance. In connection with the execution and delivery of the Hardeeville Service Agreement, the County Administrator 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 5. Lease Approval

A. Under the laws of the State, the County is authorized to sell, alien, convey, lease or otherwise dispose of real property.

B. The County Council has reviewed the draft of the Lease Agreement, and in recognition of the emergency services to be performed by the City under the Hardeeville Service Agreement, has determined that good cause exists to lease the Leased Stations to Hardeeville.

C. The Lease Agreement shall be executed and delivered on behalf of the County by the County Administrator in the form substantially conforming to the draft attached to this Ordinance as Exhibit C, but with such non-material changes as the County Administrator, on the advice of legal counsel, determines to be in the best interest of the County. Following execution, the County Council shall be timely informed of the execution of the Lease Agreement and informed as to the final terms thereof and such changes from the current draft as the County Administrator determined necessary to carry out the purposes of this Ordinance. The consummation of the transactions and

undertakings described in the Lease Agreement, and such revisions and undertakings as may be determined by the County Administrator, in consultation with legal counsel, to be necessary or advisable in connection therewith, are hereby approved.

Section 6. Bill of Sale

A. Under the laws of the State, the County is authorized to sell or otherwise dispose of personal property.

B. The County Council hereby approves the transfer of certain fire apparatus, vehicles, equipment, furnishings, tools, supplies, and related tangible personal property (collectively, the “**Fire Assets**”) pursuant to a Bill of Sale in substantially the form attached hereto as Exhibit E, but with such non-material changes as the County Administrator, on the advice of legal counsel, determines to be in the best interest of the County. Following execution, the County Council shall be timely informed of the execution of the Bill of Sale and informed as to the final terms thereof and such changes from the current draft as the County Administrator determined necessary to carry out the purposes of this Ordinance. The consummation of the transactions and undertakings described in the Bill of Sale, and such revisions and undertakings as may be determined by the County Administrator, in consultation with legal counsel, to be necessary or advisable in connection therewith, are hereby approved.

Section 7. Outstanding Obligation.

A. As of the date hereof, there is currently outstanding the Outstanding Obligation. The County, acting through the County Administrator, is authorized to do all things necessary to arrange for the transfer and novation of the Outstanding Obligation to the United States Department of Agriculture, Rural Development (“**USDA**”) as the holder thereof (the “**Novation**”).

B. As necessary to memorialize the Novation, the County, acting through the County Administrator, shall arrange for USDA to sign and deliver a certificate authorizing the Novation, the form of which is attached hereto as Exhibit E, and incorporated herein by reference (the “**Novation Certificate**”).

C. Upon receipt of the executed Novation Certificate and as of the Effective Date, the County Council hereby authorizes the issuance, execution, and delivery of a new General Obligation Bond, Series 2026 (the “**Novated Bond**”) in favor of USDA, as the holder thereof, the form of which is attached hereto as Exhibit F. The Novated Bond shall: (1) be issued in substitution for, and not in addition to, the Outstanding Obligation; (2) be in the same original principal amount (less any principal previously paid), bear interest at the same rate or rates, and contain the same payment terms, maturity schedule, prepayment provisions, and other material terms and conditions as are set forth in the Outstanding Obligation; (3) contain such revisions as are necessary to reflect that taxes shall be levied within the area of the Jasper Fire District, in lieu of the Cherry Point, within the time or times, and in amounts, sufficient to make payments of principal and interest on the Novated Bond as the same fall due; and (4) contain such other conforming or

administrative changes as may be required by USDA or any laws affecting the Outstanding Obligation. Upon the execution and delivery of the Novated Bond, the Outstanding Obligation shall be novated and Cherry Point shall have no any payment obligations thereunder.

D. The Novated Bond shall constitute a general obligation of Jasper County, South Carolina, and the full faith, credit, and taxing power of the County are hereby irrevocably pledged to the payment of the principal of and interest on the Novated Bond as they respectively mature. For so long as the Novated Bond remains outstanding, there shall be levied annually, and there is hereby authorized to be levied, ad valorem taxes without limitation as to rate or amount upon all taxable property within the taxing area of the Jasper Fire District, in lieu of Cherry Point, in an amount sufficient to pay the principal of and interest on the Novated Bond as the same become due and payable. Such taxes shall be collected and applied in accordance with law and shall be used solely for the payment of debt service on the Novated Bond.

E. The County Administrator, the Clerk to Council, and such other officers and officials of the County as may be appropriate are hereby authorized and directed to execute and deliver the Novated Bond and such other documents, certificates, and instruments, and to take such further actions, as may be necessary or desirable to carry out the intent of this Ordinance. Further, due notice of the Novated Bond shall be provided to the County Auditor and County Treasurer as necessary to ensure the proper levy and collection of taxes sufficient to make payments on the Novated Bond as the same fall due.

Section 8. Public Hearings. Prior to the date of enactment of this Ordinance and pursuant to Sections 4-19-20 and 4-9-130 of the Code of Laws of South Carolina 1976, as amended, the County did hold public hearings regarding the Consolidation and the Lease Agreement on [DATE], 2026. Notice of the public hearings, in the form attached hereto as Exhibit G, was timely published three times in the Sun Times, which is a newspaper of general circulation in the County. First publication of such notices did occur not less than sixteen days prior to the date of the public hearing, and all interested parties were given an opportunity to speak in favor of or against this Ordinance.

Section 9. Notice of Enactment. Subsequent to the enactment of this Ordinance, a notice of enactment, the form of which is attached hereto as Exhibit H, shall be published once a week for two successive weeks in the Sun Times, which is a newspaper of general circulation in the County (the “**Enactment Notice**”). Subject to the timing requirements in Section 4-19-20(6) of the South Carolina Code, this Ordinance shall not be subject to challenge after its enactment and subsequent publication of the Enactment Notice.

Section 10. Further Action. Notwithstanding the Consolidation under the terms of this Ordinance, the County staff, acting through the County Administrator, as required or necessary, may undertake any supplemental, follow-up and/or final actions following the enactment of this Ordinance and the imposition of its terms. To the extent necessary, each of the Fire Districts shall remain constituted and empowered to act until

such time as the Consolidation becomes effective and all have been transferred, conveyed, disposed, or sold; thereafter, each of the Fire Districts shall be finally dissolved and terminated without further action by the County Council.

Section 11. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 12. Limitation of Rights. Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause(s) of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 13. Inconsistency. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict or inconsistency.

Section 14. Effective Date. This Ordinance shall take effect as of the later of July 1, 2026 (the “*Effective Date*”), or (ii) the 20 days following the last publication of the Enactment Notice.

JASPER COUNTY, SOUTH CAROLINA

Joseph Arzillo, Vice-Chairman⁴
Jasper County Council

ATTEST:

Wanda H. Giles, Clerk to Council

ORDINANCE: #O-2026-17

First Reading: 04.06.2026
Second Reading: 05.04.2026
Public Hearing: 05.04.2026
Enactment: _____

Reviewed for form and draftsmanship by the interim Jasper County Attorney.

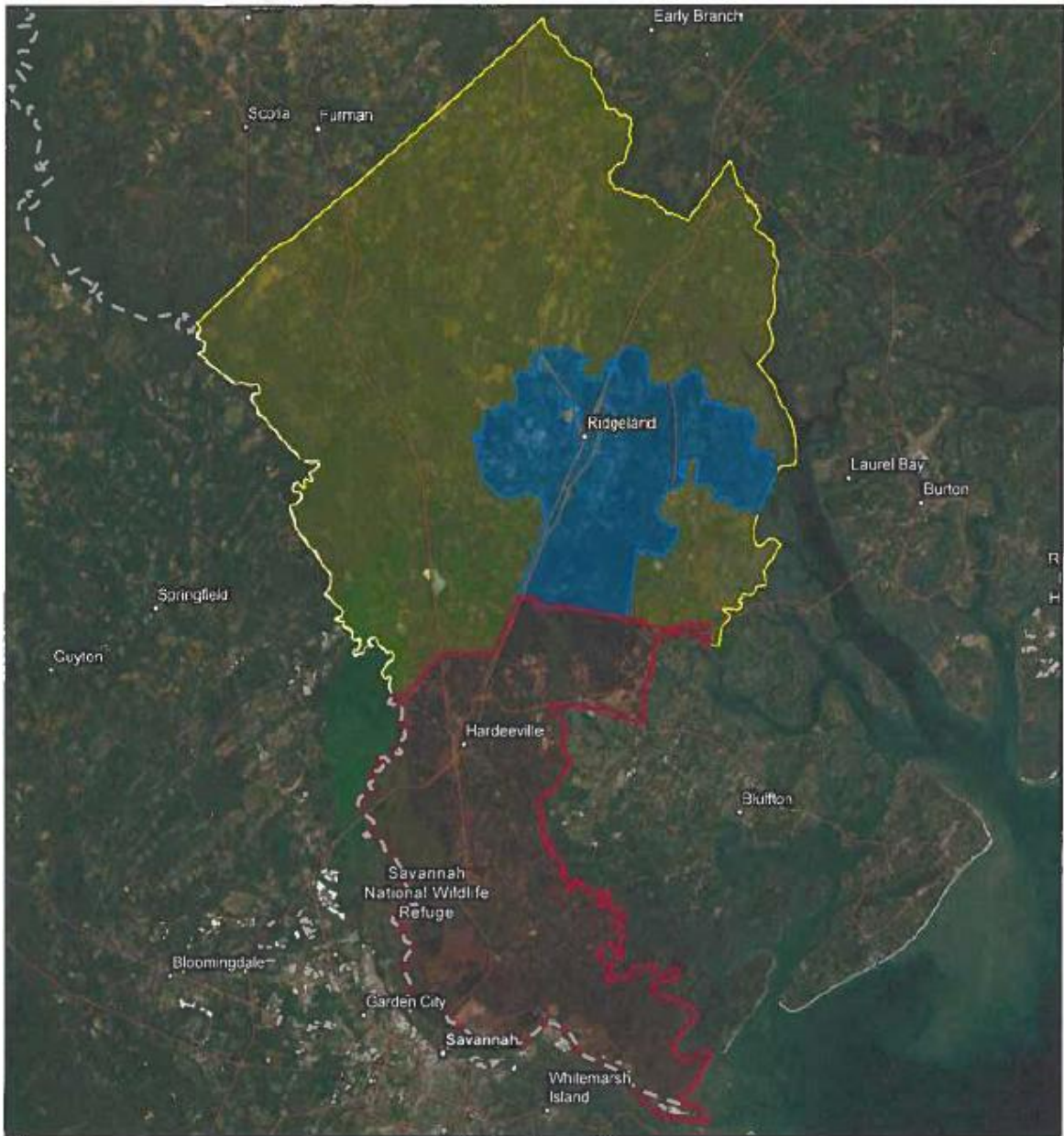
Pope Flynn, LLC

Date

⁴ Due to this employment with Hardeeville, the Chairman recused himself from approval on this matter.

Exhibit A

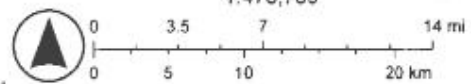
MAP OF HARDEEVILLE SERVICE AREA



12/17/2025

-  Hardeeville Fire District
-  Ridgeland Fire District
-  Jasper County Fire District
- World Imagery

Low Resolution 15m Imagery
High Resolution 60cm Imagery
High Resolution 30cm Imagery
Citations



Earthstar Geographics, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

Exhibit B

FORM OF HARDEEVILLE SERVICE AGREEMENT

EXHIBIT C
FORM OF LEASE

this Bill of Sale as Appendix 1, and such conveyance included all rights to recover any such personal property included in this conveyance which may be determined to be absent from the premises as of the date and time of this conveyance.

Leased Stations

**Levy Fire Station (Station No. 25)
2721 Levy Road
Hardeeville, South Carolina 29927
TMS No.: 038-00-05-006**

**Bellinger Hill Fire Station (Station No. 20)
3677 Bellinger Hill Road
Hardeeville, South Carolina 29927
TMS No.: 072-00-01-045**

Through its acceptance of the assets conveyed hereunder, the City acknowledges and agrees that the Assets are transferred and accepted **AS IS, WHERE IS, WITH ALL FAULTS**, and without any representation or warranty of any kind, express or implied, by the County. Without limiting the generality of the foregoing, the County makes no representation or warranty as to the condition, merchantability, fitness for a particular purpose, design, operation, compliance with applicable laws, or suitability of the Assets for continued fire protection or emergency services use. The City acknowledges that it has had the opportunity to inspect the Assets, is relying solely upon its own investigation and evaluation, and accepts the Assets at its own risk as to their condition, functionality, repair needs, and compliance. The City assumes all risk of loss, damage, liability, maintenance, repair, and operation of the Assets arising on or after the effective date of this Bill of Sale. The City further releases and discharges the County from any and all claims, demands, causes of action, and liabilities of any kind arising out of or related to the condition, use, or operation of the Assets after the effective date, except to the extent arising from Seller's fraud or willful misconduct.

Notwithstanding anything herein to the contrary, the particular Fire Assets identified on Appendix 2 attached hereto and incorporated herein by reference (the "Reversionary Assets") are conveyed subject to the express condition subsequent that, in the event the Service Agreement expires or is terminated for any reason, the Reversionary Assets shall automatically revert to and revest in the County. Upon expiration or termination of the Service Agreement, the City shall promptly (i) cease asserting any ownership interest in the Reversionary Assets, (ii) execute and deliver such bills of sale, assignments, or other instruments as the County may reasonably request to evidence the reconveyance of the Reversionary Assets to the County, and (iii) return and surrender possession of the Reversionary Assets to the County in substantially the same condition as received, reasonable wear and tear excepted, including the obligation to repaint, rebadge and restripe, as applicable, any of the Reversionary Assets to the County's fire insignia and markings. The City acknowledges that its interest in the Reversionary Assets is expressly conditioned upon

the continued effectiveness of the Service Agreement and that no additional consideration shall be due upon such reversion. The provisions of this Section shall survive delivery of this Bill of Sale.

TO HAVE AND TO HOLD the same to the City its successors and assigns, to its or their use forever.

The County, through its duly authorized representative subscribed and attested below, has good right and authority to convey the Assets as aforesaid and to execute this Bill of Sale to the County. The City, through its duly authorized representative subscribed and attested below, has good right and authority to accept the Assets in their current condition and to execute this Bill of Sale to the City.

[Remainder of Page Intentionally Left Blank]

In Witness Whereof, the County, acting through its duly authorized County Administrator, has executed this Bill of Sale this ___th day of _____, 2026.

JASPER COUNTY, SOUTH CAROLINA

By: _____
County Administrator

WITNESSES

Witness #1

By: _____
Name: _____

Witness #2

By: _____
Name: _____

In Witness Whereof, the City, acting through the Mayor, has executed this Bill of Sale and acknowledges the limitations of the Assets as described therein, this ___th day of _____, 2026.

CITY OF HARDEEVILLE, SOUTH CAROLINA

By: _____
Mayor

WITNESSES

Witness #1

By: _____
Name: _____

Witness #2

By: _____
Name: _____

APPENDIX 1

INVENTORY LIST FOR BILL OF SALE

[Add list of assets]

APPENDIX 2

REVERSIONARY ASSETS LIST

[Add list of Reversionary Assets]

Exhibit E

FORM OF NOVATION AUTHORIZATION

This Novation Authorization (this “*Novation Certificate*”) is made by the United States Department of Agriculture, Rural Development (“*USDA*”), for the benefit of Jasper County, South Carolina (the “*County*”), and the Jasper County Rural Fire Protection District (the “*Successor District*”).

RECITALS

WHEREAS, USDA is the holder and/or beneficiary of the originally issued \$1,308,200 Jasper County, South Carolina Fire Protection Service General Obligation Bond (Cherry Point Fire Protection District), Series 2023 (the “*Original Bond*”).

WHEREAS, the Original Bond was issued by the County for the benefit of the Cherry Point Fire Protection District (“*Cherry Point*”).

WHEREAS, pursuant to Ordinance No. 26-___ dated _____, 2026 and effective [July 1, 2026] (the “*Consolidation Ordinance*”), the County has reorganized and consolidated certain fire protection service areas, including Cherry Point, into a single countywide unincorporated area fire district known as the Jasper County Rural Fire Protection District (the “*Successor District*”).

WHEREAS, under the Consolidation Ordinance, the Successor District has assumed and agreed to assume all responsibilities, duties, and obligations of Cherry Point, including those relating to the Original Bond; and

WHEREAS, the County has requested that USDA consent to a novation of the Original Bond, pursuant to which the Original Bond shall be canceled and replaced with a new General Obligation Bond (the “*Novated Bond*”) reflecting the Successor District as the beneficiary and taxing area for repayment; and

WHEREAS, USDA is authorized to enter into this Novation Certificate in order to ensure the continued administration, repayment, and security of the indebtedness in accordance with applicable federal regulations and loan documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, USDA certifies and agrees as follows:

1. **Novation and Substitution.** USDA hereby consents to and approves a full novation of the Original Bond. Effective upon the execution and delivery of the Novated Bond to USDA, the Original Bond shall be deemed canceled and superseded in its entirety and replaced by the Novated Bond.

2. **Issuance of Novated Bond.** The County shall execute and deliver to USDA the Novated Bond in substantially the same outstanding principal amount (less any principal

previously paid), bearing the same interest rate or rates, and containing the same payment terms, maturity schedule, prepayment provisions, security, and other material terms as the Original Bond, except as modified to: (i) reflect the Jasper County Rural Fire Protection District as the beneficiary of the financed facilities and improvements; and (ii) provide that debt service shall be payable from taxes levied within the taxing area of the Successor District in lieu of Cherry Point.

3. **Release of Prior Designation.** Upon delivery of the Novated Bond, USDA agrees that the obligations previously designated for the benefit of Cherry Point under the Original Bond shall be extinguished and replaced by the obligations set forth in the Novated Bond. The indebtedness shall continue uninterrupted, but solely under and pursuant to the terms of the Novated Bond.

4. **General Obligation Status.** The Novated Bond shall constitute a valid and binding general obligation of the County, secured by the full faith, credit, and taxing power of the County, and payable in accordance with its terms from ad valorem taxes lawfully levied within the area of the Successor District.

5. **Assumption of Responsibilities.** The County, acting for the benefit of the Successor District, acknowledges and affirms its responsibility for the continued administration of the financed facilities and for compliance with all applicable federal requirements associated with the Novated Bond and related loan documents.

6. **Effectiveness.** This Novation Certificate shall become effective upon execution by USDA and acceptance by the County. This Novation Certificate and the Novated Bond may be attached to and made a part of the official transcript and records relating to the Original Bond and the Novated Bond.

IN WITNESS WHEREOF, USDA has caused this Novation Certificate to be executed by its duly authorized representative as of the ___ day of _____, 2026.

**UNITED STATES
DEPARTMENT OF AGRICULTURE,
RURAL DEVELOPMENT**

By: _____
Name: _____
Title: _____

Exhibit F

FORM OF NOVATED BOND

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER
FIRE PROTECTION SERVICE GENERAL OBLIGATION BOND
(JASPER COUNTY RURAL FIRE PROTECTION DISTRICT)
SERIES 2026**

No. R-1

Original Closing Date: April 13, 2023
Novation Date: July 1, 2026

KNOW ALL MEN BY THESE PRESENTS, that **JASPER COUNTY, SOUTH CAROLINA** (hereinafter called the “County”), a body corporate and politic and a political subdivision under the laws of the State of South Carolina, is justly indebted and, for value received, hereby promises to pay to the UNITED STATES OF AMERICA, UNITED STATES DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT (the “Government”), or registered assigns, the principal sum of [NEW PAR AMOUNT], plus interest from the date of delivery at the rate of three and fifty hundredths per centum (3.50%) per annum, payable annually, beginning one year from the date of delivery of this Bond and closing of the Loan (if such date be the 29th, 30th, or 31st day of the month, then on the 28th day of each month) and on the same day of each year through and including the final maturity date hereof on April 13, 2053, as follows: **[INCLUDE NEW PAYMENT TERMS]**. Unless otherwise redeemed as contemplated herein, the final maturity of the Bond shall be 30 years from the date of the Original Closing Date.

Both the principal hereof and interest hereon are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for payment of public and private debts.

FOR THE PROMPT PAYMENT HEREOF, both principal and interest, as the same shall become due, the full faith, credit, and taxing power, of the County are irrevocably pledged. This Bond is payable from and additionally secured by a pledge of the net revenues collected from the Fire Protection Service Tax imposed in the Jasper County Rural Fire Protection District, pursuant to Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended and Ordinance No. 26-__ dated ____, 2026 (the “Consolidation Ordinance”).

EVERY PAYMENT made on any indebtedness evidenced by this Bond shall be applied first to interest computed to the effective date of the payment and then to principal. Refunds and extra payments, as defined in the regulations of the Government, according to the source of funds involved, shall, after payment of interest, be applied to the installment last to become due under this Bond and shall not affect the obligation of the County to pay the remaining installments as scheduled herein.

ALL PAYMENTS by way of principal and interest shall be paid to the Government, or its legal representative, successors or registered assigns at the District Office of Rural Development, Walterboro, South Carolina, without presentation or surrender of this Bond.

THE GOVERNMENT at any time may assign and transfer this Bond in the manner hereinafter noted (and, if it wishes, insure the payment thereof) and, in such case, notwithstanding that this Bond shall no longer be held by the Government, the County shall continue to effect the payment of all sums due hereon by way of principal and interest to the Government, as collection agent for the registered owner.

WHILE THIS BOND is held by a party other the Government, prepayments made by the County may, at the option of the Government, be remitted by the Government to the registered owner promptly or, except for the final payment, be retained by the Government and remitted to the registered owner on either a calendar quarter basis or an annual basis. The effective date of every prepayment made by the County, except payments retained and remitted by the Government on an annual basis, shall be the date of the United States Treasury check by which the Government remits the payment to the registered owner. The effective date of every prepayment retained and remitted by the Government to the registered owner on an annual installment due basis, shall be the date of prepayment by the County, and the government will pay the interest to which the registered owner is entitled accruing between the effective date of such prepayment and the date of the United States Treasury check by which the Government remits the payment to the registered owner.

THE COUNTY hereby confirms the certification by the County that the County is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time.

IF AT ANY TIME it shall appear to the Government that the County may be able to obtain a loan from a reasonable cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, the County will, at the Government's request, apply for and accept such loan in an amount sufficient to prepay this Bond on the next available prepayment date.

THIS BOND is given as evidence of a loan to the County made by the Government pursuant to the Consolidated Farm and Rural Development Act and shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

ON ANY INTEREST payment date, principal installments due on this Bond may be prepaid prior to their due dates at the option of the County, either in whole or in part, from any money which may be made available for that purpose or deposited with or paid to the registered owners (the "Registered Owners") on or before the due date of such installments. If installments are prepaid in part, such prepayments shall be in the inverse chronological order of such installments in whole multiples of \$1,000.

THIS BOND shall at all times be registered as to principal and interest in the name of the registered owner hereof on books of registry (the “Books of Registry”) of the County maintained by the County and to be kept in the office of the Jasper County, South Carolina, and each transfer to be valid shall be made on the Books of Registry and similarly noted on this Bond.

THE PERSON IN WHOSE NAME the Bond shall be registered on the Books of Registry shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of and interest on the Bond shall be made only to or upon the order of the Registered Owner or his legal representative. All such payments shall be valid and effective to satisfy and discharge the liability of the County upon such Bond to the extent of the sum or sums so paid.

THIS BOND is one of an issue of bonds of like original date of issue, tenor, and effect except as to number, denomination, date of authentication, and registered owner, [NEW PAR AMOUNT], issued pursuant to and for purposes authorized by Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended, and continued by Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended; and an original bond ordinance dated March 2, 2020, and the Consolidation Ordinance; in order to defray the costs of acquisition and construction of the Marsh Cove Fire Substation and related costs and costs of issuance of this Bond.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things, required by the Constitution and laws of the State of South Carolina to exist, to happen, and to be performed, precedent to or in the issuance of this Bond exist, have happened, and have been done and performed in regular and due time, form, and manner; that the total indebtedness of the County, including this Bond, does not exceed any constitutional or statutory limitation thereon; and that provision has been made for the levy and collection of sufficient annual taxes, without limit, for the payment of the principal and interest hereof, as they should fall due.

IN WITNESS WHEREOF, JASPER COUNTY, SOUTH CAROLINA, has caused this Bond to be signed in its name by the County Administrator of County Council of Jasper County, by his manual signature, attested by the Clerk of the County Council of Jasper County, by her manual signature, under the Seal of Jasper County impressed or reproduced hereon, and this Bond to be dated as of the Novation Date.

JASPER COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Andrew Fulghum, County Administrator

ATTEST:

Clerk
County Council of Jasper County,
South Carolina

FORM OF ASSIGNMENT

[A form similar to this but not attached to the within Bond may also be used]

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto _____ the within Bond of Jasper County, South Carolina and hereby irrevocably constitutes and appoints _____, attorney to transfer the same on the Books of Registry of Jasper County, South Carolina with full power of substitution in the premises.

Dated: _____

Exhibit G

FORM OF NOTICE OF PUBLIC HEARINGS

The County Council of Jasper County (hereinafter the “County Council”), which is the governing body of Jasper County, South Carolina (the “County”), is considering the enactment of an ordinance (the “Consolidation Ordinance”) entitled: “AN ORDINANCE OF JASPER COUNTY COUNCIL AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES OF JASPER COUNTY REGARDING FIRE PROTECTION DISTRICTS TO CREATE THE JASPER COUNTY RURAL FIRE PROTECTION DISTRICT; ELIMINATING ALL EXISTING FIRE PROTECTION DISTRICTS; AUTHORIZING THE NOVATION OF ALL OUTSTANDING BONDS AND OTHER DEBT OBLIGATIONS TO THE NEW DISTRICT; REQUESTING AND ACCEPTING DEDICATION OF COUNTY-FUNDED FIRE CAPITAL EQUIPMENT AND FACILITIES; AUTHORIZING A FIRE SERVICE CONTRACT BETWEEN THE NEW DISTRICT AND THE CITY OF HARDEEVILLE; AUTHORIZING THE LEASE OF CERTAIN COUNTY REAL PROPERTY; AUTHORIZING THE CONVEYANCE OF CERTAIN PERSONAL PROPERTY; AND OTHER MATTERS RELATING THERETO.” As required by Sections 4-19-20 and 4-9-130(6) of the Code of Laws of South Carolina 1976, as amended, you are advised that public hearings will be held in the Jasper County Administration Facility (County Council Chambers) located at 358 Third Avenue, Ridgeland, South Carolina, on [DATE, 2026] at 6:00 p.m. (or as soon thereafter as time permits) on the questions of the (1) Consolidation (as defined herein), and the (2) the Lease. All interested persons will be given an opportunity to be heard and express their views at the public hearings. A copy of the Consolidation Ordinance is available for review at the County’s administrative facility during normal business hours.

Comments made during the public hearings shall be limited to three (3) minutes in duration. At the public hearings and any adjournment of them, all interested persons may be heard either in person or by their designee.

The following information is provided with respect to Consolidation Ordinance:

1. County Council is empowered pursuant to Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended (the “Enabling Act”), to “[t]o establish, operate, and maintain a system of fire protection” within the County.

2. Pursuant to the Enabling Act, Ordinance No. 09-19 dated July 20, 2009, as amended by Ordinance No. 2019-18 dated July 15, 2019, as amended by Ordinance No. 2022-39 dated March 15, 2023, and as amended by Ordinance No. 23-21 dated January 16, 2024 (collectively, the “Existing Fire District Ordinances”), the County previously established five separate fire service areas within unincorporated areas of the County, to wit: the Cherry Point Fire Protection District (“Cherry Point”), Rural Jasper County Fire Protection District, Levy Fire Protection District, Ridgeland Vicinity Fire Protection District, and Hardeeville Vicinity Fire Protection District (collectively, the “Fire Districts”).

3. County Council seeks to restructure the organization of fire services in the County by establishing the Jasper County Rural Fire Protection District (the “Jasper Fire District”) and eliminating all of the Fire Districts (the “Consolidation”). The County Council has determined that the Consolidation will: (a) attract new firefighters; (b) retain existing firefighters; (c) allow for proper training of new and existing firefighters, and the potential to hire full-time firefighters; (d) stabilize service calls and fire station capacity; (e) promote better responsiveness and fire service to taxpayers, residents, and businesses within the County; (f) more effectively and equitably spread the cost of fire services throughout the County; (g) unify and potentially improve ISO ratings throughout the County; (h) ensure County oversight on fire funding; (i) create accountability for contractual fire service providers operating in the County; and ; and (j) promote regional cooperation and joint services with municipal fire service providers in the County.

4. After the Consolidation, the Jasper Fire District shall constitute a single unified fire service area in the County, the service area of which shall consist of the entire incorporated area of the County.

5. The Jasper Fire District will be subject to the terms of the Consolidation Ordinance, the terms of which amend and restate the Existing Fire District Ordinances in their entirety. Particularly, the Consolidation Ordinance provides that the Jasper Fire District will be authorized to (i) levy *ad valorem* property taxes within its boundaries for operation, maintenance and capital purposes, and (ii) impose rates and charges for operation, maintenance and capital purposes.

6. The Jasper Fire District shall be operated as an administrative division of the County and shall be authorized to issue general obligation bonds, payable from *ad valorem* taxes levied within its service area, in order to defray the capital costs of providing fire protection services therein. Additionally, and as necessary to fully implement the Consolidation, the existing general obligation bond of Cherry Point shall be assigned and transferred to the Jasper Fire District.

7. As part of the Consolidation, certain of the County’s existing fire stations will no longer be used by the County. Instead, the County will lease certain existing fire stations, particularly the Levy Fire Station (Station No. 25) and the Bellinger Hill Fire Station (Station No. 20) to the City of Hardeeville, South Carolina (the “City”) for their use during the pendency of Fire and Emergency Service Agreement between the County and the City.

COUNTY COUNCIL OF JASPER COUNTY

Exhibit H

FORM OF NOTICE OF ENACTMENT

On [DATE], 2026, the Jasper County Council (the “County Council”), the governing body of Jasper County (the “County”) enacted an ordinance entitled, “AN ORDINANCE OF JASPER COUNTY COUNCIL AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES OF JASPER COUNTY REGARDING FIRE PROTECTION DISTRICTS TO CREATE THE JASPER COUNTY RURAL FIRE PROTECTION DISTRICT; ELIMINATING ALL EXISTING FIRE PROTECTION DISTRICTS; AUTHORIZING THE NOVATION OF ALL OUTSTANDING BONDS AND OTHER DEBT OBLIGATIONS TO THE NEW DISTRICT; REQUESTING AND ACCEPTING DEDICATION OF COUNTY-FUNDED FIRE CAPITAL EQUIPMENT AND FACILITIES; AUTHORIZING A FIRE SERVICE CONTRACT BETWEEN THE NEW DISTRICT AND THE CITY OF HARDEEVILLE; AUTHORIZING THE LEASE OF CERTAIN COUNTY REAL PROPERTY; AUTHORIZING THE CONVEYANCE OF CERTAIN PERSONAL PROPERTY; AND OTHER MATTERS RELATING THERETO” (the “Consolidation Ordinance”).

1. County Council is empowered pursuant to Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended (the “Enabling Act”), to “[t]o establish, operate, and maintain a system of fire protection” within the County.

2. Pursuant to the Enabling Act, Ordinance No. 09-19 dated July 20, 2009, as amended by Ordinance No. 2019-18 dated July 15, 2019, as amended by Ordinance No. 2022-39 dated March 15, 2023, and as amended by Ordinance No. 23-21 dated January 16, 2024 (collectively, the “Existing Fire District Ordinances”), the County previously established five separate fire service areas within unincorporated areas of the County, to wit: the Cherry Point Fire Protection District (“Cherry Point”), Rural Jasper County Fire Protection District, Levy Fire Protection District, Ridgeland Vicinity Fire Protection District, and Hardeeville Vicinity Fire Protection District (collectively, the “Fire Districts”).

3. Pursuant to the Consolidation Ordinance, the County Council consolidated Fire Districts into a single fire service area under the Enabling Act (the “Consolidation”), which as of the Effective Date (as defined in the Consolidation Ordinance) shall be reconstituted as the Jasper County Rural Fire Protection District (the “Jasper Fire District”).

4. As of the Effective Date, the Jasper Fire District shall constitute a single unified fire service area in the County, the boundaries (service area) of which consist of the entire unincorporated area of the County.

5. The Jasper Fire District will be subject to the terms of the Consolidation Ordinance, the terms of which amend and restate the Existing Fire District Ordinances in their entirety. Particularly, the Consolidation Ordinance provides that the Jasper Fire

District will be authorized to (i) levy *ad valorem* property taxes within its boundaries for operation, maintenance and capital purposes, and (ii) impose rates and charges for operation, maintenance and capital purposes.

6. The Jasper Fire District shall be operated as an administrative division of the County and shall be authorized to issue general obligation bonds, payable from *ad valorem* taxes levied within the Jasper Fire District, in order to defray the costs of providing fire protection services within the Jasper Fire District. Additionally, and as necessary to fully implement the Consolidation, the existing general obligation bond of Cherry Point shall be assigned and transferred to the Jasper Fire District.

FIRE AND EMERGENCY SERVICE AGREEMENT

This FIRE AND EMERGENCY SERVICE AGREEMENT (this “**Agreement**”) is made and entered into as of this ___th day of _____ 2026, by and between the City of Hardeeville, South Carolina, a body corporate and politic and a political subdivision of the State of South Carolina (the “**City**”), and Jasper County, South Carolina, a body corporate and politic and a political subdivision of the State of South Carolina (the “**County**” and together with the City, each a “**Party**” or together the “**Parties**”).

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 Parties agree that the City shall provide Services (as such term is defined herein) to the Contractual Service Area (as such term is defined herein) during the Term (as such term is defined herein) in exchange for Annual Payments (as such term is defined herein) from the County, all in accordance with the terms of this Agreement.

Section 1. Consolidation; Contractual Service Area; Annexation.

A. The County, acting pursuant to Ordinance No. 26-__ dated _____, 2026 (the “**Consolidation Ordinance**”), established the Jasper County Rural Fire Protection District, a fire protection district created pursuant to Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended (“**County Fire District**”). The County Fire District replaced a prior network of independent fire service areas, including the Hardeeville Vicinity Fire Protection District (the “**Hardeeville District**”).

B. Pursuant to the Consolidation Ordinance, the Hardeeville District was dissolved and is no longer recognized as a separate special tax district or fire service area of the County. As a result of such elimination, the governance, administration, funding, and provision of Services within the former geographic boundaries of the Hardeeville District are now subject to the terms of the Consolidation Ordinance. Accordingly, this Agreement amends, restates, supersedes, and replaces in its entirety any and all prior intergovernmental agreements, memoranda of understanding, service agreements, or other arrangements, whether written or oral, between the County and the City relating to the provision, funding, administration, or coordination of Services within the former Hardeeville District. From and after the Effective Date (as defined herein), the rights, duties, and obligations of the parties with respect to Services in such area shall be governed solely by the terms and conditions set forth herein.

C. In lieu of the County providing the Services to the Hardeeville District, the Parties have determined to expand the areas served by the City to include those certain areas described herein as the “**Contractual Service Area.**” Exhibit A, which is attached to and incorporated in this Agreement, includes a map that depicts the Contractual Service Area. The County shall not change the boundaries of the Contractual Service Area during the term of this Agreement without the prior written agreement of the City.

D. The Parties acknowledge that the County has outstanding its \$1,308,200 Fire Protection Service General Obligation Bond (Cherry Point Fire Protection District), Series 2023 (the “**USDA Bond**”), which, on the effective date of the Consolidation Ordinance, was novated by

the United States Department of Agriculture, Rural Development (“**USDA**”), as holder, for the benefit of the County Fire District. For so long as the USDA Bond remains outstanding, or for so long as the County Fire District incurs or maintains any additional indebtedness owed to USDA, the service area of the County Fire District shall be entitled to the protections afforded under 7 U.S.C. § 1926(b) (“**1926(b) Protection**”), including protection against the curtailment or limitation of service within such area. The authorization granted under this Agreement for the City to provide Services within the Contractual Service Area is permissive only and shall be exercised solely at the discretion of the County. Nothing contained in this Agreement, nor any annexation by the City of territory within the Contractual Service Area, shall be construed as (i) a waiver of, (ii) consent to, or (iii) acquiescence in any curtailment, limitation, or impairment of the 1926(b) Protection afforded to the County. Furthermore, any annexation by the City of territory located within the Contractual Service Area shall not limit, restrict, impair, or otherwise encumber the County’s authority to levy and collect ad valorem property taxes, assessments, or other lawful revenues within such territory as necessary to provide for the payment and security of the USDA Bond, notwithstanding that such territory may thereafter lie within the incorporated limits of the City.

E. To the extent any portion of the Contractual Service Area is annexed into the incorporated boundaries of the City, such area shall be removed from the Contractual Service Area, and the Contractual Service Area, including the map associated therewith, shall be supplemented accordingly. In recognition of the 1926(b) Protection, the Annual Payment (as defined herein) (and the applicable Quarterly Payment (as defined herein)) shall be reduced on a dollar-for-dollar basis by the amount of the combined operating and debt service taxes that will be foregone by the County Fire District as a result of such annexation. In the event of the termination or expiration of this Agreement, the City shall remain obligated to pay the County one-hundred percent of the taxes (operating and debt service) collected on all properties annexed into the City from the original Contractual Service Area (as such existed on the Effective Date) for a period beginning on the date of termination or expiration through the later of (i) date of maturity of the USDA Bond or (ii) the date to which 1926(b) Protection is no longer applicable. The foregoing payment obligation shall survive the termination of this Agreement, and is expressly agreed by the Parties to constitute the plan to balance the equities and interest as contemplated in Section 5-3-312 of the South Carolina Code of Laws (1976, as amended).

Section 2. Term.

A. This Agreement commences with an initial term that shall begin at 12:01 a.m. on July 1, 2026 (the “**Effective Date**”), through 11:59 p.m. on June 30, 2031 (each applicable July 1 to June 30 period, the “**Billing Year**”). The initial term (including any early termination by the City) and any renewal terms are generally referred to herein as the “**Term**”. Upon the expiration of the initial term, this Agreement shall automatically renew for a term of five years (“**1st Renewal Term**”) unless either Party provides written notice to the other Party not less than one year prior to the expiration of the initial term of its intention not to renew this Agreement. If timely notice of nonrenewal occurs with respect to the initial term, the Agreement will expire at 11:59 p.m. on June 30, 2036. In the event of a 1st Renewal Term, the Agreement shall automatically renew for another renewal term of five years (“**2nd Renewal Term**”) unless either Party provides written notice to the other Party of not less than one year prior to the expiration of the 1st Renewal Term of its

intention not to renew this Agreement. If timely notice of nonrenewal occurs with respect to the 1st Renewal Term (if applicable), the Agreement will expire at 11:59 p.m. on June 30, 2041.

B. The payment of the Annual Payments is expressly subject to the appropriation of legally available funds by the County, acting through Jasper County Council, as the governing body of the County, in each applicable fiscal year that this Agreement is in effect. Notwithstanding the Term, in the event of any nonappropriation by the County, this Agreement shall be terminated as of the end of the then-current fiscal year for which funding has been made available by the County.

Section 3. Services Within Contractual Service Area; Fire Response Control; Reporting.

A. At all times during this Agreement, the City shall provide all Services within the Contractual Service Area. Services shall be performed within the Contractual Service Area at the same level, quality and consistency that the City provides within the City's municipal boundaries. For purposes of this Agreement, "Services" means and includes the full range of fire protection and emergency response functions customarily provided by the City within its municipal boundaries, including, without limitation: fire suppression services, specifically including alarm monitoring and response, structure fires, wildland and brush fires, vehicle fires, and other fire-related incidents; rescue services of all types, including vehicle extrication, technical rescue, water rescue, and other life-saving operations; fire origin and cause investigation; fire and life safety education and community risk reduction programs; pre-incident planning; hazardous materials identification, containment, mitigation, and response; and emergency medical response services, including first response to medical emergencies, patient assessment, stabilization, treatment, and the provision of basic life support and other pre-hospital emergency medical care on a non-transport basis, together with coordination and transfer of patient care to licensed ambulance or transport providers when transport is required. For the avoidance of doubt, "Services" also includes the full spectrum of emergency medical services customarily provided by a governmental EMS agency, including but not limited to: emergency medical dispatch and call triage; response to 911 and other emergency calls; pre-arrival instructions; on-scene patient assessment, stabilization, treatment, and monitoring; basic life support (BLS) and advanced life support (ALS) interventions; administration of medications; airway management; cardiac monitoring and defibrillation; trauma care; extrication support in coordination with fire or rescue personnel; patient packaging and preparation for transport; ambulance transport to appropriate medical facilities; interfacility transfers when required; and transfer of patient care to hospital or other receiving medical personnel.

B. Notwithstanding the foregoing, the City shall perform fire code enforcement on all new construction and shall further have the authority to perform fire code maintenance on existing buildings. In the event of fire code violations, the City shall inform the County to initiate enforcement. Where applicable, the City Fire Marshal and the County Fire Marshal shall operate jointly, or otherwise coordinate, for the purposes of new construction and renovations within the unincorporated portions of the Contractual Service Area. The City shall lead and control all Services and shall act as the authority having jurisdiction (AHJ) within the Contractual Service Area. This provision does not affect any mutual or automatic aid arrangements that are now in place or put into effect at any time during the Term.

C. The City shall be solely responsible for coordinating and completing the transition of all Knox boxes and related access control systems within the Contractual Service Area to the City. In connection therewith, the City shall remove and replace, as necessary, all locks, locking mechanisms, cylinders, tumblers, and related hardware associated with the County's Knox box system. All locks, locking mechanisms, cylinders, tumblers, and related hardware removed from service shall be returned to the County. For purposes of facilitating the transition, the County shall issue to the City one (1) County Knox master key for a temporary period not to exceed three hundred sixty-five (365) days from the Effective Date. The City shall maintain strict control and accountability over such key and shall be responsible for its safekeeping. The City shall return the County Knox master key to the County immediately upon completion of the transition, and in all events no later than the expiration of the 365-day period, unless the transition is completed and the key returned earlier.

D. Upon request of the County, but no more than once each Billing Year, the City shall provide fire and emergency response service activity data to the County that identifies those activities that the City has engaged in, both within the City's municipal limits and within the Contractual Service Area at the same level and quality as reported under the South Carolina Fire Incident Reporting System of the State Fire Marshal's Office. Upon any failure to timely provide the information required under this paragraph and notwithstanding Section 5 hereof, the County's sole remedy shall be an action for specific performance.

E. The City and the County agree that representatives of each governing body and administrative staff shall meet jointly no less than once during each calendar year for the purpose of reviewing and discussing this Agreement, the Services being performed hereunder, operational coordination, financial matters, performance standards, and any other issues arising out of or relating to this Agreement. The annual joint meeting shall be scheduled at a mutually agreeable time and location and may be conducted in conjunction with a regularly scheduled meeting of either governing body, provided adequate time is allotted for substantive discussion. The Parties may conduct additional joint meetings as needed to address specific matters.

Section 4. Payment for Services Within the Contractual Service Area.

A. In exchange for the City's provision of Services within the Contractual Service Area during the Term, the County shall make an initial annual payment to the City in the amount of \$1,000,000 ("**Annual Payments**"). The Annual Payment shall be paid in four (4) equal installments of Two Hundred Fifty Thousand Dollars (\$250,000) each (each, a "**Quarterly Payment**"). Quarterly Payments shall be due and payable on or before the first (1st) day of July, October, January, and April of each year during the Term. The first Quarterly Payment shall be due and payable on or before July 1, 2026. Thereafter, Quarterly Payments shall continue to be due on the dates set forth above for the remainder of the Term, unless otherwise amended in writing by the parties.

B. Debt service millage, which is tax millage levied exclusively to pay debt service for general obligation bonds issued for the benefit of the County Fire District, is not subject to distribution to the City as part of the Annual Payment. Notwithstanding the foregoing, nothing herein shall prohibit the County from issuing general obligation bonds under the provisions of

South Carolina law for the benefit of the County Fire District, including the Contractual Service Area.

C. The City shall (i) use the Annual Payments solely for the provision of Services within the Contractual Service Area and the City, (ii) incorporate the Annual Payments into the annual budget of the City, and (iii) audit the Annual Payments in accordance with generally accepted accounting practices, as applicable.

D. The County shall make available to the City for inspection, upon reasonable request, and without the necessity of a request for information under the South Carolina Freedom of Information Act, records related to the levy and the collection of tax millage levied within Contractual Service Area.

E. For avoidance of doubt, the appropriation and payment of each Quarterly Payment by the County to the City hereunder confirms and ratifies all obligations of the Parties under this Agreement.

F. In addition to the Annual Payment, the City will receive all of the “One Percent” monies (as administrated by the South Carolina State Firefighter’s Association) attributable to the Contractual Service Area. Such monies must be utilized to cover items permitted under such program.

Section 5. Breach and Cure; Remedies.

In the event that a Party is in breach of this Agreement, 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.

If either Party is to employ attorneys or incur reasonable expenses for the enforcement of performance or observance of any provision of this Agreement, the prevailing Party is entitled to reimbursement of the reasonable fees of such attorneys and other reasonable expenses so incurred.

Section 6. Insurance.

The City shall obtain and continuously maintain, at its sole cost and expense, all insurance coverage reasonably necessary to perform the Services under this Agreement. Such coverage shall include, at a minimum: (i) Commercial General Liability Insurance; (ii) Workers’ Compensation Insurance in accordance with applicable law; (iii) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services; and (iv) Property Insurance covering all vehicles, apparatus, equipment, tools, and facilities utilized in the provision of Services under this Agreement, regardless of whether such property is owned by the City or owned by the County and made available to the City pursuant to this Agreement (including by

lease, license, or other arrangement). The City shall be solely responsible for the payment of any and all deductibles or self-insured retentions applicable to the insurance policies it is required to maintain hereunder. All insurance required under this Section shall (a) meet or exceed the minimum coverage types and limits required by applicable federal, state, and local laws and regulations, and (b) be issued by insurance carriers duly licensed or otherwise authorized to transact business in the State. Coverage shall remain in full force and effect throughout the term of this Agreement. The County and the County Fire Department shall be named as loss payees, as appropriate to the type of coverage, with respect to claims arising out of or related to the City's performance of the Services under this Agreement. Upon execution of this Agreement, and thereafter upon each renewal or replacement of any required policy, the City shall furnish the County with certificates of insurance (and endorsements, if reasonably requested) evidencing the coverage required by this Section.

Section 7. Miscellaneous.

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

B. Any successor of the County or City, whether the result of legal process, assignment or otherwise, shall succeed to the rights and duties 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 causes beyond the control of the Party claiming force majeure, including, but not limited to, 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.

D. Notice is duly given hereunder: (i) if by transmission by hand delivery, when delivered; (ii) if mailed via the official governmental mail system, three business days after the post mark, *provided* said notice is sent first class, postage pre-paid, via certified or registered mail, with a return receipt requested; (iii) if mailed by an internationally recognized overnight express mail service such as Federal Express, UPS, or a similar organization, one business day after deposit therewith prepaid; or (iv) by e-mail upon delivery with receipt confirmed. Notices shall be transmitted to the addressees named below. The applicable contact information in this section may be supplemented from time to time in the event that the applicable addressees change and any such supplements shall be automatically incorporated within this Agreement.

As to the County:

Jasper County
Attn: County Administrator
358 Third Avenue, Suite 306-A
Ridgeland, SC 29936
Email: afulghum@jaspercountysc.gov

With an electronic copy to:

Pope Flynn, LLC
Attn: Lawrence E. Flynn III
Email: lflynn@popeflynn.com

As to the City:

City of Hardeeville
Attention: City Manager
205 Main Street
Hardeeville, South Carolina 29927
Email: jgruber@hardeevillesc.gov

With an electronic copy to:

City Attorney
Attn: Prina Maines
Email: pmaines@hardeevillesc.gov

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.

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.

**JASPER COUNTY,
SOUTH CAROLINA**

[SEAL]

County Administrator

ATTEST:

Clerk to Council
Jasper 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 HARDEEVILLE,
SOUTH CAROLINA**

[SEAL]

Mayor

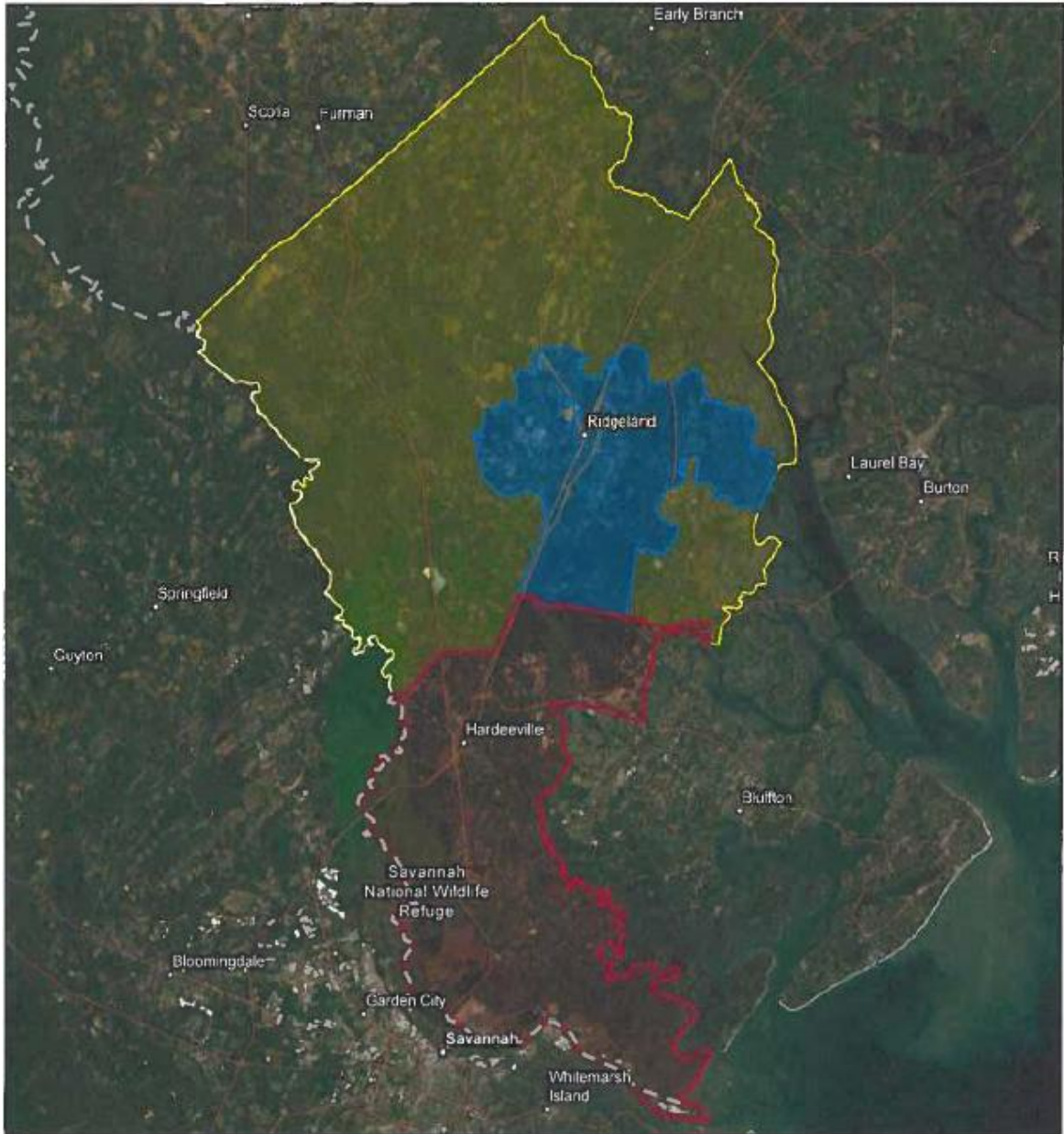
ATTEST:

City Clerk
City of Hardeeville

(Signature Page of the City)

Exhibit A

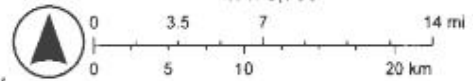
Contractual Service Area



12/17/2025

-  Hardeeville Fire District
-  Ridgeland Fire District
-  Jasper County Fire District
- World Imagery

Low Resolution 15m Imagery
High Resolution 60cm Imagery
High Resolution 30cm Imagery
Citations



Earthstar Geographics, Sources: Esri, TomTom, Garmin, FAD, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement") is made and entered into this 1st day of July 2026, by and between Jasper County, South Carolina (the "County") and City of Hardeeville, South Carolina (the "City").

WITNESSETH:

WHEREAS, County is the fee owner of certain real property being, lying and situated in Jasper County, South Carolina, such real property being identified as follows (together, the "Premises"):

Levy Fire Station (Station No. 25)
2721 Levy Road
Hardeeville, South Carolina 29927
TMS No.: 038-00-05-006

Bellinger Hill Fire Station (Station No. 20)
3677 Bellinger Hill Road
Hardeeville, South Carolina 29927
TMS No.: 072-00-01-045

WHEREAS, simultaneously with the execution and delivery of this Agreement, the County and the City have executed and delivered that certain Fire and Emergency Service Agreement (the "Service Agreement"), the terms of which authorize the City to provide fire and emergency services (the "Services") within the southern portion of the Jasper Fire District (as defined in the Service Agreement).

WHEREAS, the County desires to lease the Premises to City upon the terms and conditions as contained herein; and

WHEREAS, City desires to lease the Premises from County on the terms and conditions as contained herein.

NOW, THEREFORE, for and in consideration of the rent recited to be paid by the City, and other good and valuable consideration, including the provision of the Services under the Service Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Description and Terms.

(a) County does hereby let and lease the Premises to the City, all as more particularly shown on the maps attached at Exhibit A hereto (the “Leased Premises”). The Leased Premises shall consist of all property located at the Premises.

(b) The Leased Premises shall be leased by the City period conforming to the term of the Service Agreement. Upon any expiration or termination of the Service Agreement, this Agreement shall automatically expire or terminate.

2. Rent.

(a) The City, in consideration of the use of the Leased Premises and of the covenants and agreements made herein by the County, agrees to lease the Leased Premises and does hereby promise to pay County, as rental, the sum of ONE DOLLAR (\$1.00) per month. Rent shall be payable on the 1st day of each month, to the address provided in Section 16 below, beginning July 1, 2026. Notwithstanding the foregoing, the City, subsequent to the appropriation of legally available funds in the applicable fiscal year, may elect to pay an entire year of rent equal to \$12.00 upon the execution of this Agreement and prior to each July 1 of any subsequent year.

(b) Should it become necessary for County to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Leased Premises, the City, subsequent to the appropriation of legally available funds in the applicable fiscal year, agrees to pay all expenses so incurred, including a reasonable attorneys’ fee.

3. Condition of Premises. The City accepts the Leased Premises “as-is” and in their present condition.

4. Responsibilities of County and City.

(a) The City:

(1) shall be responsible for arranging for and paying for all utility services required on the Premises;

(2) will, at its sole expense, maintain the Leased Premises and appurtenances in good and sanitary condition during the term of this Agreement, regularly servicing and promptly making or arranging for all repairs to the heating and air conditioning system, plumbing and hot water heater, such repairs not to exceed \$10,000 annually;

(3) maintain the grounds and outdoor areas surrounding the Leased Premises as provided in Section 12 hereof;

(4) will maintain adequate insurance on its interest in the Leased Premises at all times;

(5) install and maintain all communication equipment necessary for its operations;

(6) shall forego ownership of any fixtures installed upon the Leased Premises upon the termination of this Agreement;

(7) shall, at all times, maintain and keep the Leased Premises in a sanitary and habitable condition;

(8) shall not keep on the Leased Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Leased Premises or that might be considered hazardous or extra hazardous by any responsible insurance company;

(9) notwithstanding other provisions of this Agreement, shall make no alterations to the buildings or improvements on the Leased Premises or construct any building or make any other improvements on the Leased Premises without the prior written consent of County. Any and all alterations, changes, and/or improvements built, constructed or placed on the Leased Premises by City shall, unless otherwise provided by written agreement between County and City, be and become the property of County and remain on the Leased Premises at the expiration or earlier termination of this Agreement;

(10) shall not conduct or permit any illegal activities on the Leased Premises;

(11) shall be responsible for nonstructural repairs during the term of this Agreement; and

(12) shall not commit waste, which is defined to mean permanent injury to lands, buildings, gardens, tree, or other corporeal hereditaments located on the Leased Premises.

(b) The County:

(1) will, at all times, have and maintain adequate fire, extended casualty, and liability coverage insurance on the building which constitutes the Leased Premises;

(2) agrees to maintain the structural components of the building to include the roof, exterior walls, foundation, heating and air conditioning system, plumbing, and hot water heater (except as otherwise provided in Section 4(a)(2) herein); and

(3) shall deliver possession of the Leased Premises to the City upon the commencement of this Agreement.

5. Non-Liability of County. City covenants that neither the County nor its agents or assigns shall be liable for any damages or injury to the City, the City's agents or employees, or to any person entering the premises or building of which the Leased Premises are a part, or to goods or chattels therein resulting from any defect in the structure or its equipment. Further, the City, to the extent permitted by law and subject to the appropriation of legally available funds by its governing body in fiscal years occurring after June 30, 2027, agrees to indemnify and hold the County harmless from all claims of every kind and nature, including, but not limited to, claims for labor or materials. This provision shall survive the termination of this Agreement for any claim arising during the term of this Agreement.

6. Right of Re-entry. City agrees to permit the County or its agents, after first notifying the City, to enter Leased Premises at reasonable hours for the purpose of making inspections, and to also permit the County or its agents to enter the Leased Premises in case of fire, storm or need for emergency repair, in which case no notice shall be required. Provided twenty-four hours notice is given to City, City agrees to allow the County or its agents to show the Leased Premises during daylight hours to prospective purchasers.

7. Assignment or Subletting. City further covenants that City will not assign, sublet or transfer Leased Premises or any part thereof without the County's prior written consent.

8. Condemnation. It is agreed by and between the County and City that if the whole or any part of said Leased Premises shall be taken by a competent authority for any public or quasi-public use or purpose, then and in that event, the term of this Agreement shall cease and terminate when the possession of that part so taken shall be required for such use and purpose. All damages awarded for such taking shall belong to and be property of the County.

9. Eviction. Upon failure of the City to make any payment of rent when it is due, if the Service Agreement expires or terminates, if the City should breach any other covenants, agreements or conditions herein contained, or if the Leased Premises are abandoned, deserted or vacated, then, at the option of the County, this Agreement shall immediately terminate, without notice or demand to the City, and the County may re-enter and repossess the Leased Premises. If either party brings an action to enforce terms of this Agreement, then the successful party will be entitled to reasonable attorney fees as well as related costs and expenses.

10. Quiet Enjoyment. County agrees and covenants that City shall have peaceful and quiet enjoyment of the Leased Premises for the duration of its occupancy, provided,

of course, that the City comply with the covenants, agreements and conditions stated herein.

11. Cleaning Premises Upon Vacating. Upon vacating the Leased Premises, City promises: (a) to pay all rent due in full, (b) to clean the Leased Premises, removing all trash or debris, and (c) return all keys that provide access to the Leased Premises.

12. Yard and Exterior. The City agrees to maintain yard of the Premises by cutting grass, mowing, raking leaves, and the like.

13. Miscellaneous. This Agreement shall be binding upon the parties, their heirs, representatives and assigns. If any part of this Agreement is not fully understood, then competent advice should be sought. Time is of the essence of this Agreement.

14. Pets. No obnoxious or dangerous pets are allowed on premises.

15. Improvements/Renovations. Improvements and renovations on or to the Leased Premises, whether structural or aesthetic, shall be done only with County's written permission. All improvements and renovations constructed by City shall immediately inure to the benefit of County in the event tenancy is terminated. Any repairs, improvements, additions or modifications to the Leased Premises shall be the responsibility of City up to and until tenancy is terminated.

16. Notice. Notice is duly given hereunder: (i) if by transmission by hand delivery, when delivered; (ii) if mailed via the official governmental mail system, three business days after the post mark, *provided* said notice is sent first class, postage pre-paid, via certified or registered mail, with a return receipt requested; (iii) if mailed by an internationally recognized overnight express mail service such as Federal Express, UPS, or a similar organization, one business day after deposit therewith prepaid; or (iv) by e-mail upon delivery with receipt confirmed. Notices shall be transmitted to the addressees named below. The applicable contact information in this section may be supplemented from time to time in the event that the applicable addressees change and any such supplements shall be automatically incorporated within this Agreement.

As to the County:

Jasper County
Attn: County Administrator
358 Third Avenue, Suite 306-A
Ridgeland, SC 29936
Email: afulghum@jaspercountysc.gov

With an electronic copy to:

Pope Flynn, LLC
Attn: Lawrence E. Flynn III
Email: lflynn@popeflynn.com

As to the City:

City of Hardeeville
Attention: City Manager
205 Main Street
Hardeeville, South Carolina 29927
Email: jgruber@hardeevillesc.gov

With an electronic copy to:

City Attorney
Attn: Prina Maines
Email: pmaines@hardeevillesc.gov

17. Modification. The parties hereby agree that this Agreement contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

19. Governing Law. This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of South Carolina.

20. Entire Agreement. The provisions of this Agreement and the exhibits hereto constitute the entire agreement between the County and the City and its terms are enforceable against the same.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the County and City have hereunto set their Hands and Seals the day and year first above written.

**JASPER COUNTY,
SOUTH CAROLINA**

[SEAL]

County Administrator

ATTEST:

Clerk to Council
Jasper County

**CITY OF HARDEEVILLE,
SOUTH CAROLINA**

[SEAL]

Mayor

ATTEST:

City Clerk
City of Hardeeville

Exhibit A

Map of Leased Premises

Levy Station (Station No. 25)



Bellinger Station (Station No. 20)



AGENDA
ITEM # 9B



Jasper County Clerk of Court

Post Office Box 248 • Ridgeland, South Carolina 29936

Phone: (843) 726-7710 • Fax: (843) 726-7711

R. Keith Horton
Clerk of Court

Jasper County Council,

The Clerk of Court is requesting approval for the purchase of two (2) X-ray bag scanners to enhance safety and security in the courthouse and the administration building.

Public county offices and the county courthouse are high-traffic environments, and this equipment allows security to quickly and efficiently detect prohibited or dangerous items while maintaining smooth daily operations. It helps protect our staff, judiciary, law enforcement, and the public.

This recommendation comes from courthouse security professionals and aligns with what has already become standard in many counties similar to ours.

To fund this, I am recommending we move prior years' Title IV-D unit cost funds into a **Clerk of Court line item**. This will allow us to make this purchase and address future security needs without increasing taxes on our citizens.

This is a proactive investment in safety, using existing resources responsibly.

Thank you for your consideration.

Robert K. Horton, Clerk of Court

A SAFER COURTHOUSE: IMPLEMENTING BAG SCANNER TECHNOLOGY

Jasper County Clerk of Court



IMPORTANCE OF BAG SCANNERS

- Enhances overall courthouse security for staff, visitors, and law enforcement
 - Detects weapons, contraband, and other prohibited items before entry
 - Helps prevent potential threats and dangerous incidents
 - Supports deputies by reducing reliance on manual bag searches
 - Speeds up and organizes the screening process at entrances
- Maintains a safe environment for sensitive and high-risk court proceedings
 - Increases public confidence in courthouse safety and operations
- Ensures compliance with standard security protocols and best practices

OPTION 1: SECURITY PRO USA

5333 DVS AUTOCLEAR X-RAY SCANNER (160KV)

INCLUDES	APPLICATIONS
Archiving/Storage to USB	Passenger, Staff, and Visitor Checkpoint inspection
Built-In Training	Corporate, Government and Private Security
AutoNet Imaging / Touch Pad Operation	Critical Infrastructure Security

Description	Qty	U/M	Cost	Total
Model 5333DVS AutoClear X-Ray Scanner (160Kv) Including: Linux OS (Touch Pad Operation), AutoMat Alert, Image Archiving Storage to USB, Built-In Training, AutoNet 1, Image Management Program	1		19,706.00	19,706.00
Entry/Exit Roller Beds 3' (set)	1		1,300.00	1,300.00
Onsite Training and Installation	1		1,550.00	1,550.00
Crate + Freight	1		1,700.00	1,700.00
Cindy Perz Direct Phone: 310-475-7780 Ext. 109 Fax: 310-475-7065 cp@securityprousa.com www.securityprousa.com DUNS# 616679049, Federal Tax ID: 95-4308568 CAGE: 3R0M2 U/EI: E2RHG9EPXAQ5 Small Business/GSA Contract #GS-07F-05771 Sales Tax			0.00%	0.00
Total				\$24,256.00

5333DVS X-RAY INSPECTION

Explosives, Weapons and Contraband



SINGLE-SOURCE, MULTI-ENERGY

X-RAY INSPECTION



Shown with optional format accessories

Designed for screening mid-sized items for weapons, explosives, drugs and other contraband, the single-source, multi-energy 5333DVS X-ray inspection system is fast and easy to operate. Ideal for screening hand carried items such as purses, briefcases, backpacks, strollers, small parcels and more, the compact 5333DVS is a great choice for small and limited spaces. The system's low profile, bottom-up generator design makes smaller items appear much sharper and larger on-screen.

- > Rapidly images full mailbags and long or tall items
- > Fits in elevators, narrow halls and tight spaces
- > Patented guided conveyor belt never needs adjusting
- > Built on the industry's most stable and flexible operating system
- > Two generator power levels to choose from (see back for details)

APPLICATIONS:

- > Passenger, Staff and Visitor Checkpoint Inspection
- > Corporate, Government and Private Security
- > Critical Infrastructure Security
- > Mail Screening

SECURITY PROUSA SYSTEMS, INC. © 2012

OPTION 2: PROTECTIVE TECHNOLOGIES INTERNATIONAL

4535DVS AUTOCLEAR X-RAY SCANNER (90KV)

INCLUDES	APPLICATIONS
Archiving/Storage to USB	Mail Screening
AutomatAlert (Threat Identification Program)	Executive Offices
Linux OS (Touch Pad Operation)	Private, Diplomatic, High-risk Event Security



Protective Technologies International
 3450 Triumph Blvd, #102
 Lehi, Utah 84043 USA
 8012809997
 sales@pti-world.com
 www.pti-world.com

Quote

ADDRESS
 Robert Horton
 Jasper County

SHIP TO
 Robert Horton
 Jasper County

QUOTE # 250929-21
DATE 10/14/2025

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Autoclear 4535	Model 4535DVS AutoClear X-ray Scanner (90Kv) Including: - Linux OS (Touch Pad Operation) - AutomatAlert (Threat Identification Program) - Image Archiving/Storage (USB) - User Management	1	15,875.00	15,875.00
Shipping	Shipping	1	2,500.00	2,500.00
Other Install & Training	Installation and Training	1	3,500.00	3,500.00

PAYMENT TERMS (USD)
 -50% due upon estimate approval and invoice
 -Balance due prior to shipping (typically 3-6 weeks)

TOTAL **\$21,875.00**

PLEASE READ ATTACHED TERMS AND CONDITIONS!
 *Approval of this quote digitally, verbally, or by email implies you have read and agree to the attached terms and conditions.

4535DVS X-RAY INSPECTION



Expansive, Versatile and Compact

SINGLE SOURCE, MULTI-ENERGY

X-RAY INSPECTION



Lighter and shorter than our best-selling full-size scanner, the 4535DVS packs all the speed, power and detection capability of our flagship multi-energy models into a sub-compact design. Sized for inspecting mail, hand-carried objects, personal items, clothing and shoes, the 4535DVS meets the throughput demands of high-traffic settings. An intuitive operator interface makes this unit suitable for both security professionals and non-technical personnel.

APPLICATIONS:

- > Mail Screening
- > Executive Offices
- > Event Security
- > VIP and Diplomatic Security
- > High-Risk Event Security

- > The performance and features of larger, heavier systems in a compact cabinet design
- > Fits through narrow doorways and in standard elevators
- > Easy-to-use operator interface
- > Full suite of image enhancement tools



Protective Technologies International

3450 Triumph Blvd, #102
Lehi, Utah 84043 USA
8012809997
sales@pti-world.com
www.pti-world.com

Quote

ADDRESS

Robert Horton
Jasper County

SHIP TO

Robert Horton
Jasper County

QUOTE # 250929-21

DATE 10/14/2025

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Autoclear 4535	Model 4535DVS AutoClear X-ray Scanner (90Kv) Including: - Linux OS (Touch Pad Operation) - AutomatAlert (Threat Identification Program) - Image Archiving/Storage (USB) - User Management	1	15,875.00	15,875.00
Shipping	Shipping	1	2,500.00	2,500.00
Other Install & Training	Installation and Training	1	3,500.00	3,500.00

PAYMENT TERMS (USD)

- 50% due upon estimate approval and invoice
- Balance due prior to shipping (typically 3-6 weeks)

TOTAL

\$21,875.00

PLEASE READ ATTACHED TERMS AND CONDITIONS!

*Approval of this quote digitally, verbally, or by email implies you have read and agree to the attached terms and conditions.

Accepted By

Accepted Date

Thank You for Your Business

4535DVS X-RAY INSPECTION

Explosives, Weapons and Contraband



SINGLE SOURCE, MULTI-ENERGY

X-RAY INSPECTION



Lighter and shorter than our best-selling full-size scanner, the 4535DVS packs all the speed, power and detection capability of our flagship multi-energy models into a sub-compact design. Sized for inspecting mail, hand carried objects, personal items, clothing and shoes, the 4535DVS meets the throughput demands of high-traffic settings. An intuitive operator interface makes this unit suitable for both security professionals and non-technical personnel.

- > The performance and features of larger, heavier systems in a compact cabinet design
- > Fits through narrow doorways and in standard elevators
- > Easy to use operator interface
- > Full suite of image enhancement tools

APPLICATIONS:

- > Mail Screening
- > Executive Offices
- > Private Security
- > VIP and Diplomatic Security
- > High-risk Event Security

4535DVS SPECIFICATIONS

PHYSICAL DETAILS

Tunnel Size:	47.0 x 35.0 cm 18.5 x 13.8 in. (W x H)
Overall Dimensions:	85.5 x 66.4 x 107.5 cm 33.7 x 26.2 x 42.3 in. (L x W x H)
Weight:	273 kg (602 lbs.) uncrated 315 kg (694 lbs.) crated
Construction:	Robust heavy gauge, epoxy-painted, steel frame construction. Stainless steel and aluminum trim and accessories. Non-marking casters.
Temperature:	Operating: 0° to 40° C (32° to 104° F) Storage: -20° C to 60° C (-4° to 140° F)
Humidity:	20%-95%, non-condensing
System Power:	115/230 VAC +/- 10% 60/50 Hz 0.7 kVA max

X-RAY GENERATOR

X-ray Tube Head:	Self-contained with sealed oil bath cooling
High Voltage Rating:	100 kV, operating at 90 kV
Duty Cycle:	100%
Beam Orientation:	Diagonal (80° beam divergence)
Dose per Exam:	<0.1mR; <i>May be higher or lower due to differing combinations of kV level & X-ray beam configuration</i>
Radiation Leakage:	<0.5mR/hr (<5.0µSv/hr); <0.1mR/hr (<1.0µSv/hr) available

INSPECTION CAPABILITIES

Material (steel) Penetration:	10 mm guaranteed (11 mm typical)
Contrast Sensitivity:	Over 2 million color tones standard
Resolution (wire):	38 mm guaranteed (40 AWG typical)
Processing:	At least: 32-bit adaptive image processing with minimum 2 Gbytes+ memory; 2.2 GHz+ dual core processor; video processing using next generation graphical processing unit architecture with 550MHz+ GPU clock, 512Mbyte+ video memory and 32+ stream processing cores
Conveyor Speed:	24.0 cm (9.4 in.) per second 14.6 m (48 ft.) per minute
Pulling Weight:	150 kg (331 lbs.)
Film Safety:	Guaranteed for high-speed film up to ISO 1600 (33 DIN)

DETECTORS

High-speed, ultra-sensitive photodiode detector array; L-shaped for 100% package screening

VIDEO

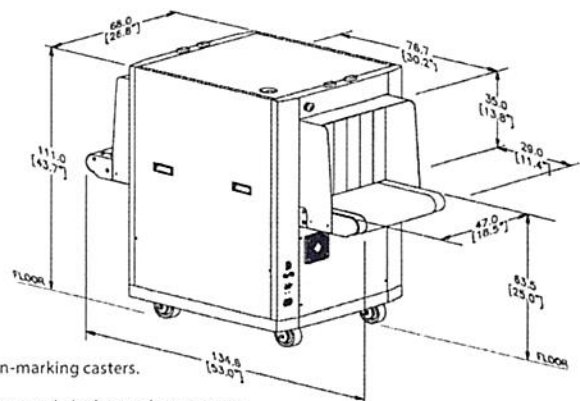
19" Color LCD monitor, 1280 x 1024 video card

STANDARD FEATURES

- autoCal
- autoDensAlert
- autoImage recall (10 images)
- autoOutline
- autoScale
- autoSensing
- autoSoft (LINUX) operating system
- autoTracking guided conveyor belt
- 128x Smart Zoom
- Adjustable zoom preview window
- Color; reverse B/W imaging
- Dark and light enhance
- Entrance tunnel extension
- Exit tunnel extension
- Full-sized operator control panel (OCP) with touchpad navigation
- High/Low Density and Stripping
- Interactive help screens
- Organic / Inorganic
- RealClear
- Real-Time Diagnostics
- Save screen to USB

OPTIONS

- autoArchive
- autoShieldAlert
- autoZ display
- Built-in training
- CE/CSA/US safety/EMC certification
- Console desk
- Conveyor extensions
- Dual monitors
- DVD drive
- Exit tunnel extension
- Footpad
- Image archiving (500K)
- Image export in BMP & JPG
- Item counter
- kV, mA meter
- Larger monitors (1920x1080 res.)
- Laser printer
- Loading or exit rollerbeds
- Locking metal OCP cover
- Locking monitor garage
- Monitor platform
- Networking:
 - autoNet Live View
 - Remote Diagnostics
 - Remote Image Review
 - Remote Management
- Optical X-ray on/off sensor
- Parcel slide
- Power conditioner or UPS
- Remote operation
- Sharp Scroll
- Tropical humidity kit
- User management
- Variable height OCP mount
- X-ray image viewer software



Note: Non-marking casters.

Dimensions are in inches and centimeters.



World Headquarters
10A Bloomfield Avenue
Pine Brook, NJ 07058 USA

Tel. +1 973.276.6000
+1 973.276.6161
Fax. +1 973.227.0832

www.autoclear.com

info@autoclear.com

HEALTH & SAFETY

Compliant with US FDA, Chapter I: Department of Health and Human Services, Subchapter J: Radiological Health, Performance Standards for Ionizing Radiation Emitting Products: 21 CFR 1020.40 Cabinet X-ray Systems.

ISO 9001-2015 REGISTERED

2011-2019 © Autoclear, CheckGate®, Control Screening®, Dynavision®, HandWand® and Scintrex® are among our many registered trademarks. All rights reserved.

S00M0017 - Spec. Sheet: 4535DVS - initial - 09.26.2019



Security Pro USA

310-475-7780
 www.securityprousa.com
 8543 Venice Blvd
 Los Angeles, CA 90034

Quote

Date	Quote #
10/14/2025	2250

Name / Address
Jasper County Clerk of Court Robert Horton 8434769570 rkhorton@jaspercountysc.gov

Rep	Project
CP.	

Description	Qty	U/M	Cost	Total
Model 5333DVS AutoClear X-Ray Scanner (160Kv) Including: Linux OS (Touch Pad Operation), AutoMat Alert, Image Archiving/Storage to USB, Built-In Traing, AutoNet 1, Image Management Program	1		19,706.00	19,706.00
Entry/Exit Roller Beds 3' (set)	1		1,300.00	1,300.00
Onsite Training and Installation	1		1,550.00	1,550.00
Crate + Freight	1		1,700.00	1,700.00
Cindy Perez Direct Phone: 310-475-7780 Ext. 109 Fax: 310-475-7065 cp@securityprousa.com www.securityprousa.com DUNS# 616679049, Federal Tax ID: 95-4308568 CAGE: 3R0M2 UEI: E2RHG9EPXAQ5 Small Business/GSA Contract #GS-07F-0577T Sales Tax			0.00%	0.00
Total				\$24,256.00

Export warning : This product may be subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.). Violations of these export laws are subject to severe criminal penalties. US export controls and may fall under ITAR or BIS regulations. It is the buyer

5333DVS X-RAY INSPECTION

Explosives, Weapons and Contraband



SINGLE SOURCE, MULTI-ENERGY

X-RAY INSPECTION



Shown with optional tunnel extensions.

Designed for screening mid-sized items for weapons, explosives, drugs and other contraband, the single-source, multi-energy 5333DVS X-ray inspection system is fast and easy to operate. Ideal for screening hand carried items such as purses, briefcases, backpacks, strollers, small parcels and more, the compact 5333DVS is a great choice for small and limited spaces. The system's low profile, bottom-up generator design makes smaller items appear much sharper and larger on-screen.

- > Rapidly images full mailbags and long or tall items
- > Fits in elevators, narrow halls and tight spaces
- > Patented guided conveyor belt never needs adjusting
- > Built on the industry's most stable and flexible operating system
- > Two generator power levels to choose from (see back for details)

APPLICATIONS:

- > Passenger, Staff and Visitor Checkpoint Inspection
- > Corporate, Government and Private Security
- > Critical Infrastructure Security
- > Mail Screening

5333DVS SPECIFICATIONS

PHYSICAL DETAILS

Tunnel Size:	53.0 x 33.1 cm 20.8 x 13.0 in. (W x H)
Overall Dimensions:	133.2 x 74.0 x 112.2 cm 52.4 x 29.1 x 44.3 in. (L x W x H)
Weight:	100 kV: 275 kg (606 lbs.) Net weight 328 kg (723 lbs.) Shipping weight 160 kV: 333 kg (734 lbs.) Net weight 380 kg (838 lbs.) Shipping weight
Construction:	Robust heavy gauge, epoxy-painted, steel frame construction. Stainless steel and aluminum trim and accessories. Non-marking casters.
Temperature:	Operating: 0° to 40° C (32° to 104° F) Storage: -20° C to 60° C (-4° to 140° F)
Humidity:	20%-95%, non-condensing
System Power:	115/230 VAC +/- 10% 60/50 Hz 0.7 kVA max

X-RAY GENERATOR

X-ray Tube Head:	Self-contained with sealed oil bath cooling
High Voltage Rating:	100 kV, operating at 90 kV (standard) or 160 kV, operating at 140 kV (optional)
Duty Cycle:	100%
Beam Orientation:	Diagonal (80° beam divergence)
Dose per Exam:	<0.1mR; <i>May be higher or lower due to differing combinations of kV level & X-ray beam configuration</i>
Radiation Leakage:	<0.5mR/hr (<5.0µSv/hr); <0.1mR/hr (<1.0µSv/hr) available

INSPECTION CAPABILITIES

Material (steel) Penetration:	10 mm guaranteed (11 mm typical) with 100kV 28 mm guaranteed (29 mm typical) with 160 kv
Contrast Sensitivity:	Over 2 million color tones standard
Resolution (wire):	38 mm guaranteed (40 AWG typical)
Conveyor Speed:	24.0 cm (9.4 in.) per second 14.6 m (48 ft.) per minute
Pulling Weight:	160 kg (352 lbs.)
Film Safety:	Guaranteed for high-speed film up to ISO 1600 (33 DIN)

DETECTORS

High-speed, ultra-sensitive photodiode detector array;
L-shaped for 100% package screening

VIDEO

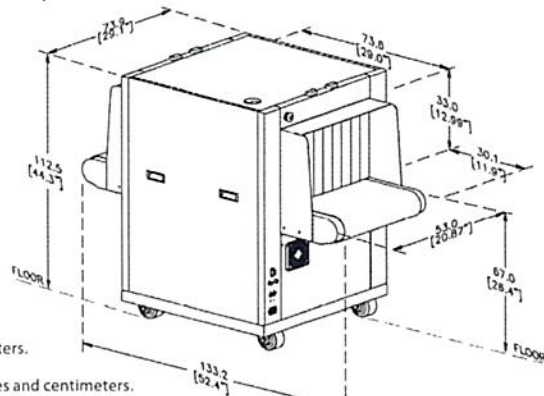
19" Color LCD monitor, 1280 x 1024 video card

STANDARD FEATURES

- autoCal
- autoDensAlert
- autoImage recall (10 images)
- autoOutline
- autoScale
- autoSensing
- autoSoft (LINUX) operating system
- autoTracking guided conveyor belt
- 128x Smart Zoom
- Adjustable zoom preview window
- Color; reverse B/W imaging
- Dark and light enhance
- D-SCAN with 160 kV only
- Entrance tunnel extension
- Exit tunnel extension
- Full-sized operator control panel (OCP) with touchpad navigation
- High/Low Density and Stripping
- Interactive help screens
- Organic / Inorganic
- RealClear
- Real-Time Diagnostics
- Reversible conveyor direction
- Save screen to USB
- Z-SCAN with 160 kV only

OPTIONS

- autoColor+ with 160 kV only
- autoMatAlert
- autoShieldAlert
- autoZ display
- 160 kV generator, operating at 140 kV
- Built-in training
- CE/CSA/US safety/EMC certification
- Console desk
- Conveyor Extensions
- Dual monitors
- DVD drive
- Footpad
- Image archiving (500K)
- Image export in BMP & JPG
- Item counter
- kV, mA meter
- Larger monitors (at least: 24", HD flicker-free LCD; 1920x1080 res.)
- Laser printer
- Loading or exit 18" parcel slide
- Loading or exit rollerbeds
- Locking metal OCP cover
- Locking monitor garage
- Monitor platform
- Networking:
 - autoNet Live View
 - Remote Diagnostics
 - Remote Image Review
 - Remote Management
- Optical X-ray on/off sensor
- Sharp Scroll
- Threat Image Projection (TIP)
- Tropical humidity kit
- Tunnel extensions
- Uninterruptible power supply
- User management
- Variable height OCP mount
- X-ray image viewer software



Note: Non-marking casters.

Dimensions are in inches and centimeters.



AUTOCLEAR
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HEALTH & SAFETY

Compliant with US FDA, Chapter I: Department of Health and Human Services, Subchapter J: Radiological Health, Performance Standards for Ionizing Radiation Emitting Products: 21 CFR 1020.40 Cabinet X-ray Systems.

ISO 9001-2015 REGISTERED

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SOCM0018 - Spec. Sheet: 5333DVS - Rev. C - 10.09.2020

AGENDA

ITEM # 10

Administrator's Report



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

*Jasper County Clementa C. Pinckney Government Building
358 Third Avenue – Courthouse Square – Post Office Box 1149
Ridgeland, South Carolina 29936 - 843-717-3690 – Fax: 843-726-7800*

Andrew P. Fulghum
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Tisha L. Williams
Executive Assistant

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Administrator's Report May 4, 2026

1. Calendar Year 2026 Special Called Meetings and Workshops:
Updated spreadsheet follows this report.
2. Latest Opioid Settlement Joined:
Opted in a new national settlement with six regional distributors/dispenser defendants (Remnant Defendants Settlement): Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc. and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (Six Remnant Defendants). There is one settlement agreement covering the combined settlement with Six Remnant Defendants.

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The County Administrator's Progress Report and any miscellaneous correspondence, agendas, and minutes follow this report.



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Andrew P. Fulghum
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Tisha L. Williams
Executive Assistant

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Progress Report April 21, 2026 – May 4, 2026

1. FY-2027 Budget:

Reviewed draft budget documents with Ms. Burgess on April 22.

2. Charter School Funding:

Scheduled to meet with representatives from Royal Live Oaks Academy and Polaris Tech on April 29 to discuss public funding options for charter schools.

3. Other Meetings/Events Attended or Scheduled to Attend:

The Bower Groundbreaking on April 22, and Airport Open House on April 23.

County Council 2026
Workshops and Special Meetings

	Topic	Type of Meeting	With Council Meeting or Stand Alone	Day	Date	Time	Venue
1	Jasper Telfair Development	workshop	w/ council meeting	Monday	1/5/2026	5:30pm	Council Chambers
2	Transfer of Custody - Detention Center	special meeting	stand alone	Wednesday	1/14/2026	4:00pm	Virtual
3	Jasper County Greenbelt Program	workshop	w/ council meeting	Tuesday	1/20/2026	5:00pm	Council Chambers
4	Business Items and Financial Retreat	special/workshop	stand alone	Monday	1/26/2026	9:30am	Council Chambers
5	Personnel Matters & AUP	executive session	stand alone	Thursday	2/5/2026	2:00pm	Council Chambers
6	Intergovernmental Agreements	executive session	stand alone	Monday	2/9/2026	5:00pm	Hardeeville City Hall
7	Euhaw Overlay District	workshop	stand alone	Monday	3/23/2026	1:00pm	Council Chambers
8	Budget Workshop - Board of Elections & Sheriff's Office	workshop	w/ council meeting	Monday	4/6/2026	4:00pm	Council Chambers
9	Shared Services with the Town of Ridgeland	executive session	stand alone	Wednesday	4/15/2026	4:00pm	Town of Ridgeland
10	Jasper Telfair PDD and Development Agreement	workshop	w/ council meeting	Monday	4/20/2026	4:00pm	Council Chambers
11	Joint Meeting re: Economic Development	workshop	TBD	TBD	TBD	TBD	TBD
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	Completed		FY-2027 Budget Adoption Schedule				
	Stand alone workshops		<i>First Reading</i>				
	To be determined (TBD) stand alone workshops		<i>Public Hearing Only</i>				
	Workshops prior to council meetings		<i>Public Hearing and Second Reading</i>				
	Stand alone budget workshops		<i>Third Reading</i>				
	Stand alone executive sessions						
	Special Council Meeting						
	Joint meeting with municipalities						

AGENDA

ITEM # 11

Councilmember Comments