



DUE TO THE COVID-19
CONSIDERATIONS, A VIRTUAL
MEETING WILL BE CONDUCTED WITH
COUNTY COUNCIL AND **ELECTRONIC
VIRTUAL ACCESS FOR THE PUBLIC.**

Watch Live via YouTube at:

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

To Participate in Public Comment, please email to comments@jaspercountysc.gov and or mail to Attn: Clerk to Council P.O. Box 1149 Ridgeland, SC 29936. To be called for public Comment, please email at the mentioned email address. ***Public Comments must be submitted by Monday, January 3, 2022, at 3:00pm.***

To participate in a **Public Hearing**, you may either email to comments@jaspercountysc.gov or request via email or phone by 1:00pm on Monday, January 3, 2022, to speak via telephone at the Virtual Council Meeting.

Instructions may also be found at the Jasper County website www.jaspercountysc.gov

FOR MORE INFORMATION, PLEASE CALL (843) 717-3696



JASPER COUNTY COUNCIL
VIRTUAL MEETING

Jasper County Clementa C. Pinckney Government Bldg
358 3rd Avenue Ridgeland, SC 29936

January 3, 2022

AGENDA

5:00 P.M.

I. Call to Order by Chairwoman Barbara B. Clark

Clerk's Report of Compliance with the Freedom of Information Act.

In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification

II. 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 - **Detention Center**

(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 a 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 - **Levy VFD; Rivers Reach; Davis v Jasper County; Airport Leases**

(5) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by a public body - **Jasper Ocean Terminal (JOT); Prospect Update;**

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

6:00 P.M.

III. Return to Open Session

IV. Pledge of Allegiance and Invocation

V. Election of Officers:

A. **Andrew Fulghum** - Election of Chairperson

B. **Chairperson** - Election of Vice Chairperson

- VI. Approval of Agenda
- VII. Approval of the Minutes of 11.18.2021:
- VIII. Presentation and Proclamations: None
- IX. Open Floor to the Public per Ordinance 08-17 any citizen of the County may sign to speak before the Council on matters pertaining to County Services and Operations. Presentations will be limited to three (3) minutes and total public input will be limited to 30 minutes.
Please submit **Public Comments via email at comments@jaspercountysc.gov or via US Mail at Attention: Clerk to Council P.O. Box 1149 Ridgeland, SC 29936. If you would like to be contacted by phone during **Open Floor**, please email your name, address and phone number to the email address listed above.*
- X. Resolutions:
- A: **David Tedder** - Resolution # **R2022-01** to set the fees for a Peddlers and hawkers License Section 40-41-30 South Carolina Code.
- XI. Ordinances:
- A: **Andrew Fulghum** - Public Hearing and **3rd Reading** of Ordinance # **2021-33** on the Lease Agreement with Jasper Animal Rescue Mission (JARM).
- B: **Andrew Fulghum** - Public Hearing and **3rd Reading** of Ordinance # **2021-34** on the Lease Agreement with Jasper County Chamber of Commerce (Perry House)
- XII. New Business:
- A: **Wanda Simmons** - Adoption of the Jasper County Council Meeting Schedule for 2022.
- XIII. Old Business:
- A: **Chief Russell Wells** - COVID update
- XIV. Council Members Comments
- XV. Administrator's Report
- XVI. Possible Return to Executive Session to Continue Discussion on Matters Regarding Agenda Item II.
- XVII. Adjourn
***Council may act on any item appearing on the agenda including items discussed in executive session.**

In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, notification of the meeting was posted on the County Council Building at a publicly accessible place and on the county website at least 24 hours prior to the meeting. A copy of the agenda was given to the local news media and posted at the meeting location twenty-four hours prior to the meeting.

Special Accommodations Available Upon Request to Individuals with Disabilities
(843) 717-3696

AGENDA ITEM:

X

Resolution: Item A

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER
RESOLUTION NO. R2022-01**

**A RESOLUTION RELATING TO THE BUSINESS AND LICENSURE OF PEDDLERS
AND HAWKERS.**

WHEREAS, S. C. Code of Laws Section 40-41-10, *et seq.*, provides that no person shall as a hawker or peddler expose or sell any goods, wares and merchandise in any county in this State unless he has received and is ready to produce and exhibit a license of such county so to sell or expose for sale goods, wares and merchandise in such county; and

WHEREAS, S. C. Code of Laws Section 40-41-30 provides that the governing body of each county shall fix and establish such fees in its county at the first meeting in January of each year; and

WHEREAS, S. C. Code of Laws Section 40-41-90 provides for an exemption from the provisions of Chapter 41, Article 1, except for the provisions of Sections 40-14-70 and 40-41-100 (regarding sales within one-half mile of certain religious meetings and penalties), to vendors of newspapers, magazines, vegetables, tobacco, provisions of any kind or agricultural products or to sales by sample by persons traveling for established commercial houses, but provides for applicability to vendors of every other class and kind of goods, wares and merchandise and to sales by sample or otherwise by such hawkers and peddlers of stoves, ranges, clocks, lightning rods, sewing machines, pianos or organs; and

WHEREAS, Jasper County Council adopted a Business License Ordinance, codified at Section 8-31 *et seq.* of the County Code of Ordinances, which incorporates in Section 8-51 a Business License Schedule identified as "Exhibit B;" and

WHEREAS, Appendix B establishes a general classification as Rate Class 9.41 "NAICS CODE 454390 *Other Direct Selling Establishments (Regular Peddlers)*" which includes rates for both resident and non-residents; and

WHEREAS, Jasper County wishes to allow peddlers, hawkers and solicitors to operate only under prescribed conditions in accordance with the aforementioned statute, and confirm by Resolution the applicable fees for hawkers and peddlers;

NOW, THEREFORE, BE IT RESOLVED, by Jasper County Council, in a meeting duly assembled, as follows:

Section 1 - Definitions:

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this Resolution, except where the context clearly indicates a different meaning:

- a) "Peddler" means any person who goes from house to house or from place to place soliciting, selling or taking orders for or offering to sell or take orders for any goods, wares, merchandise, or services; except vendors of newspapers, magazines, vegetables, tobacco, provisions of any kind or agricultural products, to sales by sample by persons traveling for established commercial houses, or any other vendor specifically exempted by State Statute, and includes those who may otherwise be identified as "hawkers" or "solicitors."
- b) "County" means the County of Jasper.
- c) "License official" means a person designated to administer the County Business License program.
- d) "Person" means any individual, firm, partnership, LLP, LLC, cooperative non-profit membership, corporation, joint venture, association, estate, trust, business trust, receiver, syndicate, holding company or other group or combination acting as unit, in the singular or plural, and the agent or employee having charge or control of a business in the absence of the principals.
- e) "Profession" means a calling, occupation, or activity engaged in with the object of gain, benefit or advantage, either directly or indirectly.

Section 2 - License and fee: Every Person engaged in or intending to engage in the Profession of Peddler, in whole or in part, within Jasper County, is required to pay an annual license fee to obtain a license.

- a) The required license fee shall be paid for each Peddler before commencing business and will be good in the County until the last day of December next after the date of issue.
- b) The license fee per Peddler shall be as follows for Persons with a principal place of business as provided for under the Business License Ordinance:

1. Resident: \$50.00 on the first \$2,000.00 of gross sales, plus \$0.55 per \$1,000.00, or fraction thereof, over \$2,000.00
2. Non-Resident: \$100.00 on the first \$2,000.00 of gross sales, plus \$1.00 per \$1,000.00, or fraction thereof, over \$2,000.00

Section 3 - Application for Peddler license: Any Person may apply for one or more Peddler licenses at the Clerk of Court' Office, or upon receipt by the Jasper County Administrator of a letter from the Clerk of Court requesting to delegate the administration the Peddler license program to the County License Official's office and a confirmation by the Administrator of such responsibilities, at the Jasper County Business License Office (in-person or on-line). The Clerk of Court, or in the case there has been a delegation of authority, the Business License Office, shall issue such permit upon payment of the applicable fee.

Adopted this 3rd Day of January, 2022

, Chairman

Wanda Simmons, Clerk to Council

Approved as to Form:

David L. Tedder, Jasper County Attorney

AGENDA ITEM:

XI-A

Ordinance item A

**STATE OF SOUTH
CAROLINA
COUNTY OF JASPER**

ORDINANCE 2021-33

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To authorize the extension of a Comprehensive Agreement and Renewal of Lease with Jasper County Animal Rescue Mission for the use of that real property located at 401 Carters Mill Road, Ridgeland, South Carolina.

WHEREAS, on or about July 1, 2007, Jasper County did lease to the Jasper County Animal Rescue Mission premises at 401 Carters Mill Road, Ridgeland, South Carolina for use as an animal shelter; and

WHEREAS, on or about July 10, 2010, Jasper County did re-new said lease to the Jasper County Animal Rescue Mission premises at 401 Carters Mill Road, Ridgeland, South Carolina for use as an animal shelter for a three year term; and

WHEREAS, on or about September 16, 2013, Jasper County did re-new said lease to the Jasper County Animal Rescue Mission premises at 401 Carters Mill Road, Ridgeland, South Carolina for use as an animal shelter for a three year term; and

WHEREAS, on or about October 17, 2016, Jasper County did re-new said lease to the Jasper County Animal Rescue Mission premises at 401 Carters Mill Road, Ridgeland, South Carolina for use as an animal shelter for a five year and three month term, expiring on January 1, 2022; and

WHEREAS, Jasper County Council finds and concludes that the use of this structure by the Jasper County Animal Rescue Mission is in the public interest and serves the people of Jasper County;

NOW THEREFORE BE IT ORDAINED by the Jasper County Council in council duly assembled and by the authority of the same:

1. Jasper County Council authorizes an additional extension of a lease of the premises located at 401 Carters Mill Road, Ridgeland, South Carolina to the Jasper County Animal Rescue Mission for a five (5) year term and for the purposes and under the terms set forth in the attached proposed Comprehensive Agreement and Lease Renewal.

2. Jasper County Council authorizes the County Administrator, Andrew P. Fulghum, to execute and deliver, on behalf of Jasper County, the Comprehensive Agreement and Lease Renewal and other necessary documents to complete this transaction.

3. Jasper County Council further authorizes the County Administrator, Andrew P. Fulghum and the Jasper County Attorney, David L. Tedder to make such amendments and revisions as may be necessary to complete this transaction, so long as any changes are consistent with the underlying purposes of the Comprehensive Agreement and Lease Renewal.

4. This ordinance shall take effect upon approval by Council.

Barbara B. Clark
Chairman

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE: 2021-33

First Reading: 11.15.2021
Second Reading: 12.06.2021
Public Hearings: 01.03.2022
Third Reading: 01.03.2022
Adopted: 01.03.2022

It is required that the following Exhibit be attached before the second reading:

Comprehensive Agreement and Lease Renewal (2016)

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

COMPREHENSIVE AGREEMENT AND LEASE RENEWAL

COMPREHENSIVE AGREEMENT AND LEASE RENEWAL (hereinafter, "Agreement"), effective as of January 1, 2022, by and between Jasper County (hereinafter the "County"), a governmental unit of the State of South Carolina with administrative offices at 358 Third Avenue, Ridgeland, South Carolina, and the Jasper County Animal Rescue Mission (hereinafter the "Mission"), a South Carolina non-profit charitable corporation, whose address is Post Office Box 1179, Ridgeland, South Carolina 29936. For and in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **ACTIVITY.** The County hereby contracts with the Mission to operate and administer in a good and business like manner in accordance with accepted humane practices of such facilities, the animal shelter for the care and adoption of abandoned dogs and cats in Jasper County. The County will continue its animal control function collecting abandoned dogs and cats throughout Jasper County. The Mission agrees to accept all dogs and cats brought to the shelter by the Jasper County Sheriff Office, Animal Control, Ridgeland Police Department, Ridgeland Public Works, Hardeeville Police Department, Animal Control, Hardeeville Public Works, DHEC – Department of Health and Environmental Control and Jasper County Residents.

The Mission agrees to serve the people of Jasper County by:

- Providing shelter and humane care to dogs and cats that are lost, abandoned, neglected or abused.
- Placing adoptable dogs and cats in good homes with caring people, taking into account an analysis between the applicant's abilities and realistic alternatives..
- Reducing the population of stray and neglected dogs and cats by promoting and providing spaying and neutering.
- Providing educational material and learning opportunities concerning the proper care and treatment of pets.

2. **COMPENSATION.** For the assumption of the responsibilities referred to herein, for each fiscal year during the term of this Agreement, Jasper County Council will make an appropriation to the Mission in an amount to be determined based upon the needs of the Mission and the availability of revenue.

3. **LEASE.** The County hereby leases to the Mission for a term of five (5) years the building and surrounding grounds located at 404 Carters Mill Road, Ridgeland, South Carolina 29936. A drawing depicting the demised premises is attached hereto as Exhibit "A". This lease is effective as of January 1, 2022 upon the payment of the annual lease amount of One and 00/100 (\$1.00) Dollar. The lease in subsequent years becomes effective each January 1st for the term of this lease. Notwithstanding any other provision hereof this lease shall become null and void and the Mission shall quit the facility and return possession thereof to the County in the event that the Mission

shall be unable to, refuse to, or otherwise fail to comply with any of the its obligations under this Agreement or if the parties should be unable to reach an agreement on the terms for operating the Jasper County Animal Shelter.

4. REAL PROPERTY INSURANCE. The County shall maintain at its own expense insurance coverage for the real property and building leased to the Mission.

5. ALL OTHER INSURANCE. The Mission shall maintain at its own expense errors and omissions coverage in the minimum amount of \$500,000.00.

6. BUILDING AND GROUNDS MAINTENANCE. The Mission shall be responsible for the cleaning and routine maintenance of the leased building and grounds. The County shall be required to maintain in good working order all heating, air conditioning, electric and plumbing systems, their condition subject to reasonable wear and tear which does not unreasonably affect the normal and regular use thereof. The County shall be responsible for roof repair and replacement as needed.

7. UTILITIES AND GARBAGE. The Mission shall be responsible for all costs of utilities and garbage collection.

8. ANIMAL CARCASSES. The County agrees to remove animal carcasses from the leased premises upon request. Any fees associated with the disposal of carcasses shall be paid by the Mission.

9. VETERINARIAN SERVICES. The Mission shall be responsible for contracting with and payment of a veterinarian for the care of and spaying or neutering of the animals.

10. PERMITS AND LICENSES. The Mission shall apply for and obtain any and all drug licenses required by law from the Drug Enforcement Agency (DEA), the South Carolina Department of Health and Environmental Control (DHEC), and all other permits and licenses that may be required for the operation of the animal shelter. The Mission is responsible for all fees associated with obtaining governmental licenses and permits.

11. FEES AND DONATIONS. Any adoption or reclamation fee charged by the Mission shall be paid directly to and become property of the Mission. The Mission may solicit and accept any donations or grants directly. All fees, donations, and grants shall be used for the performance of this contract. Reclamation fees shall be approved by Jasper County Council by resolution from time to time, and shall be no more than the estimated good faith cost of housing temporarily lost animals, including capture, transportation, and administrative costs. Reclamation by the lawful owner shall not be contingent on any other matter, except the payment of the reclamation fee; notwithstanding the foregoing, the Mission shall abide by any lawful order from any state or federal agency regarding the release of an animal, including court orders prohibiting the release of the animal.

12. ANNUAL REPORT. The Mission shall present an annual report to the County describing its activities and accomplishments, and its financial condition, including all private donations and grants, at the end of each fiscal year.

13. EMPLOYMENT. It shall be the responsibility of the Mission to hire the staff

needed to adequately manage the shelter. None of the individuals shall be deemed County employees by virtue of their employment by the Mission.

14. **INDEMNITY.** The County does not assume any liability for any acts or omissions of the Mission or its agents or employees. The Mission hereby releases the County and agrees to indemnify the County and hold the County harmless from any and all claims against the County of any kind of nature whatsoever, arising out of or resulting from the use and/or operation of the leased premises by the Mission, including any expenses and attorney's fees which the County may incur in defending any such claims, except such claims or portions thereof as are covered by applicable insurance as otherwise herein provided.

15. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, legal representatives, and assigns. The Mission shall not have the right to assign, pledge, or otherwise encumber this Agreement or any interest therein or sublet any of the leased premises without the written consent of the County nor shall the Mission have the right to encumber or otherwise suffer any lien to be placed against the leased premises.

16. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties. All prior negotiations have been merged into this Agreement and there are no understandings, representations, or agreements, oral or written, express or implied, other than those set forth herein. This Agreement shall not be modified or amended except by an agreement in writing signed by the parties.

17. NOTICES. All notices required to be given under the terms of this Agreement shall be in writing and shall be sent by United States registered mail or certified mail addressed to the party to be notified at its address as above stated.

18. CONSTRUCTION. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of South Carolina.

In witness whereof the parties here to have caused this Agreement to be executed as of this _____ day of _____, 2022, effective as of January 1, 2022.

WITNESSES AS TO
JASPER ANIMAL RESCUE MISSION

JASPER ANIMAL RESCUE MISSION

By: _____

Chairman

WITNESSES AS TO
JASPER COUNTY:

JASPER COUNTY

By: _____

Andrew Fulghum
County Administrator

AGENDA ITEM:

XI-B

Ordinance item B

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE 2021-34

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To authorize Jasper County to enter into a Lease Agreement with the Jasper County Chamber of Commerce and the Jasper County Historical Society the use of the Perry House located at 403 Russell Street in Ridgeland, South Carolina as their offices and a museum.

WHEREAS, Jasper County is the owner of real property having the Tax Map Number 063-27-02-001 also know as the Historic Perry House located at 403 Russell Street in Ridgeland, South Carolina bearing; and

WHEREAS, the Jasper County Chamber of Commerce and the Jasper County Jasper County Historical Society offer a variety of services and opportunities to encourage growth and tourism in Jasper County; and

WHEREAS, Jasper County Council previously authorized a five year Lease Agreement with the Jasper County Chamber of Commerce and the Jasper County Jasper County Historical Society in 2009, which has fulfilled the stated purposes of offer a variety of services and opportunities to encourage growth and tourism in Jasper County; and

WHEREAS, Jasper County Council believes that it would be a benefit for the citizens and commerce of Jasper County to have the offices and museum of the Jasper County Chamber of Commerce and the Jasper County Jasper County Historical Society to continue to be located at the Perry House;

NOW THEREFORE BE IT ORDAINED by the Jasper County Council in council duly assembled and by the authority of the same:

1. Jasper County Council approves of the lease of the Perry House to the Jasper County Chamber of Commerce and the Jasper County Historical Society on terms substantially

consistent with those include in the attached Lease form. Upon approval of the Lease Agreement, and other related documents by the County Attorney, the Chairman of Jasper County Council and/or the County Administrator shall be and they are hereby authorized to execute and the Clerk to Council is hereby authorized to attest and deliver such easement, and other related documents as may be necessary or desirable and in so doing, to bind Jasper County.

2. This ordinance shall take effect upon approval by Council.

Barbara B. Clark
Chairwoman

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE: 2021-34

First Reading: 11.15.2021
Second Reading: 12.06.2021
Public Hearings: 01.03.2022
Third Reading: 01.03.2022
Adopted: 01.03.2022

It is required that the following Exhibit be attached before the second reading:

LEASE AGREEMENT.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

the parties. Tenant further agrees that it will not use or permit the premises to be used for any offensive, noisy or dangerous trade or business, or for any other purpose not provided for herein, or any use in violation of laws, ordinances and regulations or any governmental body or authority applicable to the premises. Tenant will not do or permit any act or omission which will increase the rate of insurance on the premises, and if such rate be increased, Tenant agrees to pay Landlord such increased cost of insurance. Tenant agrees to take good care of the leased premises and suffer no waste, and at the end or other expiration of this lease, or renewal thereof, deliver the leased premises in as good a state and condition as received by the Tenant, reasonable wear and tear accepted.

5. TENANT'S ALTERATIONS. The Tenant may alter, replace or add to the improvements of the premises at its own expense, subject to the prior written approval of the Landlord of the plans and specifications; provided, however, that the Landlord shall not withhold such approval arbitrarily.

6. TRADE FIXTURES, BUSINESS EQUIPMENT AND FURNISHINGS. Tenant may install at its expense and without Landlord's consent trade fixtures, moveable office partitions, furniture and business equipment and other personal property, and may remove same at any time and further provided that any damage to the premises caused thereby shall be repaired by Tenant. Tenant shall not install or maintain any equipment, partitions, furniture, or apparatus, the weight or operation of which would tend to injure or be detrimental to the premises.

7. TENANT'S MAINTENANCE AND REPAIR OF PREMISES. Tenant agrees to make all repairs upon the demised premises including but not limited to the following: Tenant shall keep the interior of the building, including the plumbing, closets, pipes and electrical systems and fixtures in good order and suffer no waste, keep the water pipes and connections free of ice and other obstructions during the term of this lease, or renewal thereof, all at the Tenant's expense. Tenant shall keep the exterior woodwork freshly painted. Tenant shall keep the exterior walls, foundations, roof, sanitation system, water pipes and all outside plumbing and grounds in good repair. The Tenant shall be responsible for periodic grounds maintenance. Tenant shall maintain heating and air conditioning equipment by performing periodic inspections and servicing thereof and shall repair or replace the equipment when necessitated by ordinary wear and

tear; notwithstanding any other provision of this paragraph, the parties agree that the Tenant shall not be responsible for replacement or repair of catastrophic failure of a major system of the demised premises, e.g., roof or HVAC system. In addition Tenant shall be entitled to apply to County Council for financial assistance from Accommodations Tax revenue for any required repairs the cost of which exceed the financial capacity of the Tenant. Should Tenant fail, within a reasonable time after notice of the repairs of and to the demised premises that ought to be made pursuant to the terms of this Lease, to make such repairs, Landlord may declare the terms of this Lease to be in default and seek the remedies provided for under the terms of this Lease or otherwise provided by law.

8. TAXES. The Tenant shall pay all taxes and assessments upon the real property, if any.

9. UTILITIES. Tenant shall contract for and obtain, in its name all utility services required on the demised premises, including, but not limited to gas, electricity, telephone and water. Tenant shall pay all charges for those services as they become due.

10. INSURANCE, INJURIES AND PROPERTY DAMAGE. Tenant agrees to indemnify and hold harmless Landlord of and from any and all claims of any kind or nature arising from Tenant's use of the demised premises during the term hereof, and Tenant waives all claims against Landlord for damages to goods, wares, or merchandise or for injury to persons in and upon the premises from any cause whatsoever, except such as might result from the negligence of Landlord or Landlord's representatives. At all times during the term hereof the Tenant shall keep in effect in responsible commercial liability insurance in the name of and for the benefit of Tenant and Landlord with limits not less than the limits of liability found in Code of Laws of South Carolina §15-78-120 (1976 as amended).

Such insurance may, at Tenant's election, be carried under any general blanket coverage of Tenant. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or certified copy thereof or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium shall be deposited with Landlord. Tenant shall have the right to settle

and adjust all liability claims and all claims against the insuring companies, but without subjecting Landlord to any liability or obligation.

Tenant shall place and maintain in force during the term of this agreement, or any extensions or renewal thereof, sufficient renter's or contents coverage insurance to insure against any loss or damage to Tenant's personal property that may occur on the leased premises.

11. ASSIGNMENT OR SUBLEASE. Neither this lease nor any interest herein may be assigned by Tenant voluntarily or involuntarily, or by operation of law, and neither all nor any part of the leased premises shall be sublet by Tenant.

12. NOTICE. All notices to be given with respect to this lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested to the party to be notified, at the address set forth herein or at such other address as the party may, from time to time, designate in writing. Every notice shall be deemed to have been given at that time it shall be deposited in the United States Mail in the manner prescribed herein. Noting contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a Summons or other legal process.

Landlord: Jasper County
Andrew Fulghum, County Administrator
358 Third Avenue
Post Office Box 1149
Ridgeland, South Carolina 29936

Tenant: Jasper County Chamber of Commerce
Kendall Malphrus, Executive Director
Post Office Box 1267
Ridgeland, South Carolina 29936

and

Jasper County Historical Society
President
Post Office Box 2111
Ridgeland, South Carolina 29936

13. DEFAULT BY TENANT. If Tenant shall make default in paying rent or making any other payment herein provided for, or if the Tenant shall breach any covenant, term or condition of this lease or part thereof, and any such default or breach shall continue for a period of thirty (30) days, after written notice to Tenant, or if the leased premises or any part thereof shall be abandoned or vacated or if Tenant shall be dismissed therefrom by or under any authority other than the Landlord, or if Tenant shall file a voluntary petition of bankruptcy or if the Tenant shall file any petition or institute any proceeding under any insolvency or bankruptcy act or any amendment thereto hereafter made, seeking to effect a reorganization or a composition with its creditors or if, in any proceedings based on the insolvency of Tenant or relating to bankruptcy proceedings, a receiver or trustee shall be appointed for Tenant of the leased premises or if any proceeding shall be commenced for the reorganization of Tenant of the leasehold estate created hereby shall be taken on execution or by any process of law or if Tenant shall admit in writing its inability to pay its obligations generally as they become due, the Landlord may, at its option, terminate this lease, without notice, and Landlord or Landlord's agents and servants may immediately, or at any time thereafter, re-enter the leased premises by force, summary proceeding or otherwise and remove all persons and property therein, without being liable to indictments, prosecution or damage therefore and Tenant hereby expressly waives the service of any notice in writing of intention to re-enter the premises.

14. DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY. Notwithstanding any other provisions hereof, in the event that the demised premises, including all improvements, alterations, additions and changes made by either party hereto, are partially or totally damaged, destroyed or rendered unfit for Tenant's use by fire, tornado or other casualty, this lease shall immediately become null, void and of no effect.

15. SURRENDER OF PREMISES. Tenant agrees to turn over all keys and to surrender the leased premises at the expiration or sooner termination of this lease or any extensions thereof, broom clean and leave in the same condition as when delivered to Tenant or as altered, pursuant to the provisions of this lease, ordinary wear and tear and damage by the elements accepted, and Tenant shall remove all of its property.

16. ENTIRE AGREEMENT. This lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first written above.

Witnesses as to Landlord:

LANDLORD:

JASPER COUNTY

By: _____
Andrew Fulghum
Administrator

AND

Witnesses as to Tenant
Jasper County Chamber of Commerce:

TENANT:

**JASPER COUNTY
CHAMBER OF COMMERCE**

By: _____
Kendall Malphrus
Executive Director

SIGNATURES AND WITNESSES CONTINUE ON FOLLOWING PAGE

AND

Witnesses as to Tenant
Jasper County Historical Society

**JASPER COUNTY
HISTORICAL SOCIETY**

By: _____
President

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

PROBATE

Personally appeared before me, _____ a witness, who made oath that she along with a Notary Public _____ saw **Andrew Fulghum**, Administrator of Jasper County sign and deliver the within Lease Agreement.

Sworn to before me this _____ Day of _____ 2021.

Notary Public for S. C.
My Commission Expires: _____

Witness

STATE OF SOUTH CAROLINA
COUNTY OF JASPER

PROBATE

Personally appeared before me, _____ a witness, who made oath that she along with a Notary Public _____ saw **Kendall Malphrus**, Executive Director of the Jasper County Chamber of Commerce sign and deliver the within Lease Agreement.

Sworn to before me this _____ Day of _____ 2021.

Notary Public for S. C.
My Commission Expires: _____

Witness

PROBATES CONTINUE ON FOLLOWING PAGE

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF JASPER

Personally appeared before me, _____ a witness, who made oath that she along with a Notary Public _____ saw _____, President of the Jasper County Historical Society sign and deliver the within Lease Agreement.

Sworn to before me this _____ Day of _____ 2021.

Notary Public for S. C.
My Commission Expires: _____

Witness