



Jasper County Finance Department

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Jasper County Council

Approval of Revised Southern Health Partners Contract Providing Inmate Health Care with an Increase in Staffing and Access to a Psychiatric Nurse Practitioner on an As-Needed Basis for FY2025 Budget and Authorize County Administrator to Execute the Contract Effective September 1, 2024

Meeting Date:	August 19, 2024
Subject:	Approval of revised Southern Health Partners contract providing inmate health care with an increase in staffing and access to a psychiatric nurse practitioner on an as-needed bases for FY2025 budget.
Recommendation:	The Council approves the revised Southern Health Partners contract and authorizes the County Administrator to execute the contract effective September 1, 2024.

Description: Jasper County is in the fifth year of an inmate health care contract with Southern Health Partners. The terms of the contract include an annual 3% increase upon automatic renewal and an increase in the per diem rate, which is the daily rate per inmate over an agreed upon number of inmates. The FY25 base contract amount beginning July 1, 2024, is \$22,382.96 and the per diem rate is \$0.97. The Detention Center Director, with concurrence of the Chief Procurement Officer and the County Administrator, has requested amendments to the contract as follows:

- Additional Southern Health Partners staffing hours from 12 hours per day, 7 days per week, to a new schedule of 16 hours per day, 7 days per week, which will increase the monthly amount to \$28,061.36; and
- A provision for psychiatric nurse practitioner services on an as-needed basis, upon request, to be billed at an hourly rate of \$150 with costs going into the pool accounting. Pool accounting is a provision in the contract that provides that Southern Health Partners pays the first \$25,000 of outside inmate medical care, i.e., hospital or doctor, and the County is responsible for any outside inmate medical care expenses greater than \$25,000 upon approval by the County.

The additional costs to the contract will be paid under the current FY25 budget from account 2710-MEDICAL SERVICES CONTRACT \$306,500, with any overages reclassified from 2680-JUVENILE HOUSING EXPENSE or 2430-EQUIPMENT.

Recommendation: The Council approves the revised Southern Health Partners contract and authorizes the County Administrator to execute the contract effective September 1, 2024.

Attachments:

- Southern Health Partners Amended Contract 9.1.2024**
- Southern Health Partners Contract 1.1.2020**

AMENDMENT #2
TO
HEALTH SERVICES AGREEMENT

This AMENDMENT #2, to Health Services Agreement dated March 17, 2020, between Jasper County, South Carolina (hereinafter referred to as "County", and Southern Health Partners, Inc., a Delaware Corporation, (hereinafter referred to as "SHP"), with an effective date of January 1, 2020, is entered into as of this _____ day of _____, 2024.

WITNESSETH:

WHEREAS, County and SHP desire to amend the Health Services Agreement dated March 17, 2020, between County and SHP.

NOW THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree to the following amended terms:

Section 2.1 is hereby amended and replaced in its entirety by the following:

2.1 Staffing. County acknowledges that, effective on or about September 1, 2024, SHP shall endeavor to provide an on-site staffing plan averaging sixteen (16) nursing hours per day, seven (7) days per week. SHP shall also provide a Qualified Mental Health Professional (either a psychiatric-RN, Social Worker or Licensed Professional Counselor) for on-site visits up to six (6) hours per week. Staffing hours worked in excess of this contracted staffing plan, not to include SHP training hours, may be billed back to the County on a monthly basis, at the actual wage and benefit rate, for staffing services performed on-site at the facility.

Effective on or about September 1, 2024, SHP shall also provide a Psychiatric Nurse Practitioner on a non-urgent, as-needed basis upon request by the Detention Center Director. Any such visits shall be coordinated through SHP's nursing staff based on accessibility of the Psychiatric Nurse Practitioner. The cost of the Psychiatric Nurse Practitioner's time will be in addition to the base contract fee and billed by SHP as provided at an hourly rate of \$150.00 with the costs going into the pool accounting.

- a. Holidays. SHP shall provide a regular schedule of hours on SHP-designated holidays, with the exception of the Medical Team Administrator nurse (who shall be allowed absences on SHP-designated holidays).
- b. Other Absences. For all other staff absences, including but not limited to, paid time off, vacation, and sick time, SHP shall endeavor to provide replacement coverage, to the extent reasonably possible, or shall endeavor to make up any balance of unfilled time within the scheduled workweek or then-current pay period. In the event SHP is unable to

provide replacement coverage or make up the balance of unfilled time, SHP shall refund the County the cost of the unfilled staffing hours on the next month's base fee billing or shall otherwise negotiate a mutually agreeable remedy with County. County acknowledges that, any computation of unfilled hours due for refund to County shall be based on the total average of hours that comprise the regular weekly staffing plan and shall not be determined on a per shift or position basis.

- c. Medication Passes. SHP staff shall prepare and pass medications to inmates when on-site. Jail staff shall pass medications to inmates in the absence of SHP staff on-site.
- d. Meal breaks. It is understood and agreed that SHP employees are entitled to unpaid meal breaks when working shifts of eight (8) hours or more. SHP employees shall be allowed to leave the facility during this time, or if a break is taken on-site, are to have uninterrupted time unless called to an emergency response. Such meal breaks are to be usual and customary, and not overly excessive.

It is understood the Professional Provider may be filled by a Physician, or Mid-Level Practitioner. Either shall be duly licensed to practice medicine in the State of South Carolina, and shall be available to SHP's nursing staff for resource, consultation and direction twenty-four (24) hours per day, seven (7) days per week. Provider visits shall not be scheduled on holidays.

The scheduling of staff shifts may be flexible and adjusted by SHP in order to maintain stability of the program and consistency with staff. Any adjustments or changes to fixed schedules would be made after discussions with the Detention Center Director and other involved County officials. Professional Provider visit times and dates shall be coordinated with Jail Management, and may include the use of telehealth services. Some of the Professional Provider time may be used for phone consults with medical staff and for other administrative duties.

SHP shall make reasonable efforts to supply the staffing levels contained in this section, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of SHP, after such reasonable efforts have been made, shall not constitute a breach of this Agreement.

Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased inmate population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by County and SHP.

Should medical services fall behind due to situations outside of SHP control, such as those described in Section No. 4.3, below, and additional hours and/or SHP staff are

required to bring services current, the County shall be billed and agrees to pay for the additional time incurred by SHP to bring services current.

Section 7.1 is hereby amended and replaced in its entirety by the following:

7.1 Base Compensation. Effective July 1, 2024, coinciding with an annual increase in the amount of compensation to SHP, the amount of base contract compensation payable to SHP by County shall increase to the twelve-month annualized price of \$268,595.52, payable in monthly installments. Monthly installments based on the twelve-month annualized price of \$268,595.52 shall be in the amount of \$22,382.96 each.

Effective September 1, 2024, coinciding with an adjustment to the nurse staffing plan, as more fully set forth in Section No. 2.1 of this Agreement, the amount of base contract compensation payable to SHP by County shall increase to the twelve-month annualized price of \$336,736.32, payable in monthly installments. Monthly installments based on the twelve-month annualized price of \$336,736.32 shall be in the amount of \$28,061.36 each.

SHP shall bill County approximately thirty days prior to the month in which services are to be rendered. County agrees to pay SHP prior to the tenth day of the month in which services are rendered. Payment by County to SHP shall be made electronically through the Automated Clearing House, or should the County elect not to make electronic payments to SHP, County agrees to pay an additional two percent (2%) per month charge. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to SHP shall be prorated accordingly for the shortened month.

Section 7.2 is hereby amended and replaced in its entirety by the following:

7.2 Increases in Inmate Population. County and SHP agree that the annual base price is calculated based upon an average daily inmate population of up to 75. Effective July 1, 2024, if the average daily inmate population exceeds 75 inmates, the compensation payable to SHP by County shall be increased by a per diem rate of \$0.97 for each inmate over 75. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts taken. The excess over an average of 75 if any, will be multiplied by the per diem rate and by the number of days in the month to arrive at the increase in compensation payable to SHP for that month. In all cases where adjustments become necessary, the invoice adjustment will be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 80 inmates, resulting in an excess of five (5) inmates, then SHP shall receive additional compensation of five (5) times the per diem rate times the number of days in that month. The resulting amount will be an addition to the regular base fee and will be billed on a subsequent monthly invoice.

This per diem is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, SHP reserves the right to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. This would be done with the full knowledge and agreement of the Detention Center Director and other involved County officials, and following appropriate notification to County.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

JASPER COUNTY, SC
BY:

Date: _____

ATTEST:

Date: _____

SOUTHERN HEALTH PARTNERS, INC.
BY:

Jennifer Hairsine, President and CEO

Date: _____

HEALTH SERVICES AGREEMENT

THIS AGREEMENT between Jasper County, South Carolina (hereinafter referred to as "County"), and Southern Health Partners, Inc., a Delaware corporation, (hereinafter referred to as "SHP"), is entered into as of the 17th day of March, 2020. Services under this Agreement shall commence on January 1, 2020, and shall continue through June 30, 2020, in accordance with Section 6.1.

WITNESSETH:

WHEREAS, County is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates or detainees of the Jasper County Detention Center (hereinafter called "Jail") and,

WHEREAS, County desires to provide for health care to inmates in accordance with applicable law; and,

WHEREAS, the County, which provides funding as approved by the Jasper County Council for the Jail, desires to enter into this Agreement with SHP to promote this objective; and,

WHEREAS, SHP is in the business of providing correctional health care services under contract and desires to provide such services for County under the express terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES.

1.1 General Engagement. County hereby contracts with SHP to provide for the delivery of medical, basic dental and basic mental health services to inmates of Jail to the extent set forth herein. This care is to be delivered to individuals under the custody and control of County at the Jail, and SHP enters into this Agreement according to the terms and provisions hereof. Basic dental services shall mean the starting point of dental services whereby SHP medical staff will triage patients based on signs/symptoms, provide pain relief medication if needed, and treat any infection prior to scheduling dental services with an outside provider. Basic mental health services shall mean the starting point of mental health services whereby SHP medical staff will continue, to the extent practicable, any prior mental health treatment plan a now-incarcerated patient had in place, or, upon identification of a mental health service need, may have an on-site prover(s) prescribe a low-level mental health medication until patient can be scheduled and seen by an outside mental health professional, if needed.

1.2 Scope of General Services. The responsibility of SHP for care of an inmate commences with the booking and physical placement of said inmate into the Jail and notification to a member of the SHP medical staff of the same and to the extent SHP medical staff is on-site. The health care services provided by SHP shall be for all persons committed to the custody of the Jail, except those identified in Section No. 1.7. SHP shall provide and/or arrange for professional medical, dental, mental health and related health care and administrative services for the inmates, regularly scheduled sick call, nursing care, regular physician care, medical specialty services, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services management, administrative support services, and other services, all as more specifically described herein.

SHP shall be financially responsible for the costs of all SHP physician, mid-level provider and nurse staffing, over-the-counter medications, medical supplies, medically-generated hazardous waste disposal, office supplies, and administrative services. SHP's financial responsibility for the costs of all emergency kits and restocking of emergency kit supplies, all necessary license and permit fees, all prescription medications, all biological products used to prevent, diagnose or treat diseases and medical conditions (including, but not limited to the costs of PPD solution for inmate Tuberculosis testing), all clinical lab procedures (inside and outside the Jail), all x-ray procedures (inside and outside the Jail), all dental services (inside and outside the Jail) and all medical and mental health services rendered outside the Jail shall be limited by the annual cost pool described in Section No. 1.5 of this Agreement. Pool costs in excess of the annual cost pool limit shall not be the financial responsibility of SHP. Nothing in this Agreement shall be interpreted to impose a financial responsibility on the County for inmate medical services beyond the requirements imposed by laws applicable to the State of South Carolina, neither shall SHP be financially responsible for the costs of inmate medical services which are determined, at any time, to be beyond the County's responsibility as required by South Carolina law.

Should new legislation require substantial or new medical directives to SHP in the provision of services under this Agreement, SHP will not be financially responsible for changes to its program, rather SHP would have the ability to seek from the County any additional monies to fund such directives.

1.3 Specialty Services. In addition to providing the general services described above, SHP by and through its licensed health care providers shall arrange and/or provide to inmates at the Jail specialty medical services to the extent such are determined to be medically necessary by SHP. In the event non-emergency specialty care is required and cannot be rendered at the Jail, SHP shall make arrangements with County for the transportation of the inmates in accordance with Section No. 1.9 of this Agreement. The County shall be responsible for any and all costs of transportation and for the costs for such specialty medical services.

1.4 Emergency Services. SHP shall provide emergency medical care, as medically necessary and to the extent possible, to inmates while SHP medical staff is on site. While SHP medical staff or third-party calling programs may be available to the Jail staff at such times when SHP medical staff is not on site, the County is responsible for the identification and/or subsequent emergency treatment of all patients incarcerated within the facility.

1.5 Limitations On Costs - Cost Pool. SHP shall, at its own cost, arrange for medical services for any inmate who, in the opinion of the Medical Director (hereinafter meaning a licensed SHP physician), requires such care. SHP's maximum liability for costs associated with all emergency kits and restocking of emergency kit supplies, all necessary license and permit fees, all prescription medications, all biological products used to prevent, diagnose or treat diseases and medical conditions (including, but not limited to the costs of PPD solution for inmate Tuberculosis testing), all clinical lab procedures (inside and outside the Jail), all x-ray procedures (inside and outside the Jail), all dental services (inside and outside the Jail) and all medical and mental health services for inmates rendered outside of the Jail will be limited by a pool established in the amount of \$25,000.00 in the aggregate for all inmates in each year (defined as a twelve-month contract period) of this Agreement. If the costs of all care as described in this Section No. 1.5 exceed the amount of \$25,000.00 in any year, SHP will refer all additional qualifying invoices to County for consideration of payment directly to the provider of care. Nothing in this Agreement shall be interpreted to impose a financial responsibility on the County for inmate medical services beyond the requirements imposed by laws applicable to the State of South Carolina, neither shall SHP be financially responsible for the costs of inmate medical services which are determined, at any time, to be beyond the County's responsibility as required by South Carolina law. For purposes of this Section 1.5, the pool amount will be prorated for any contract period of less or more than twelve months. For the initial shortened period of six (6) months effective January 1, 2020, through June 30, 2020, the prorated cost pool limit will be \$12,500.00.

If the costs of all care as described in this Section No. 1.5 are less than \$25,000.00 in any year (defined as a twelve-month contract period), SHP will repay to County one hundred percent (100%) of the balance of unused cost pool funds up to the \$25,000.00 annual limit (or up to the prorated limit of \$12,500.00 for the initial shortened contract period). County acknowledges that, at the end of each contract period, the cost pool billing will remain open for approximately sixty days in order to allow reasonable time for processing of additional claims received after the new contract period begins and prior to issuing any such refund to County for unused cost pool funds. Specifically, the cost pool cut-off date will be August 31 based on a contract period schedule ending on June 30 each year. SHP will continue to process cost pool payments applicable to the prior contract period through August 31 and apply those amounts toward the prior year's cost pool limit. Any additional cost pool charges

received subsequent to the August 31 cut-off date which are applicable to the prior contract period will either be rolled over into the pool for the then-current contract period or be referred to County for payment directly to the provider of care.

The intent of this Section No. 1.5 is to define SHP's maximum financial liability and limitation of costs for all emergency kits and restocking of emergency kit supplies, all necessary license and permit fees, all prescription medications, all biological products used to prevent, diagnose or treat diseases and medical conditions (including, but not limited to the costs of PPD solution for inmate Tuberculosis testing), all clinical lab procedures (inside and outside the Jail), all x-ray procedures (inside and outside the Jail), all dental services (inside and outside the Jail), all hospitalizations and all other medical and mental health services rendered outside the Jail, and to clarify the limitations on Jasper County's responsibility.

1.6 Injuries Incurred Prior to Incarceration; Pregnancy. SHP shall not be financially responsible for the cost of any medical treatment or health care services provided to any inmate prior to the inmate's formal booking and commitment into the Jail.

Furthermore, SHP shall not be financially responsible for the cost of medical treatment or health care services provided outside the Jail to medically stabilize any inmate presented at booking with a life threatening injury or illness or in immediate need of emergency medical care.

Once an inmate has been medically stabilized and committed to the Jail, SHP will, commencing at that point, then become responsible for providing and/or arranging for all medical treatment and health care services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the Jail. An inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can reasonably be housed inside the Jail. SHP's financial responsibility for such medical treatment and health care services shall be in accordance with, and as limited by, Section Nos. 1.2 and 1.5 of this Agreement.

It is expressly understood that SHP shall not be responsible for medical costs associated with the medical care of any infants born to inmates. SHP shall provide and/or arrange for health care services to inmates up to, through, and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the Jail prior to transport to a hospital, shall not be the financial responsibility of SHP. In any event, SHP shall not be responsible for the costs associated with performing or furnishing of abortions of any kind.

1.7 Inmates Outside the Facilities. The health care services contracted in the Agreement are intended only for those inmates in the actual physical custody of the Jail and for inmates held under guard in outside hospitals or other medical facilities who remain in official custody of the Jail. Inmates held under guard in outside hospitals or other medical facilities are to be included in the Jail's daily population count. No other person(s), including those who are in any outside hospital who are not under guard, shall be the financial responsibility of SHP, nor shall such person(s) be included in the daily population count.

Inmates on any sort of temporary release or escape, including, but not limited to inmates temporarily released for the purpose of attending funerals or other family emergencies, inmates on escape status, inmates on pass, parole or supervised custody who do not sleep in the Jail at night, shall not be included in the daily population count, and shall not be the responsibility of SHP with respect to the payment or the furnishing of their health care services.

The costs of medical services rendered to inmates who become ill or who are injured while on such temporary release or work-release shall not then become the financial responsibility of SHP after their return to the Jail. This relates solely to the costs associated with treatment of a particular illness or injury incurred by an inmate while on such temporary release. In all cases, SHP shall be responsible for providing medical care for any inmate who presents to medical staff on-site at the Jail to the extent such care can be reasonably provided on-site, or shall assist with arrangements to obtain outside medical care as necessary. The costs of medical services associated with a particular illness or injury incurred by an inmate while on temporary release or work-release may be the personal responsibility of the inmate, or covered by workers' compensation, medical insurance, accident insurance, or any other policy of insurance or source of payment for medical and hospital expenses. In the absence of adequate insurance coverage, or other source of payment for medical care expenses, such costs may be the financial responsibility of the County, but shall not otherwise be the financial responsibility of SHP. Nothing in this Agreement shall be interpreted to impose a financial responsibility on the County for inmate medical services beyond the requirements imposed by laws applicable to the State of South Carolina, neither shall SHP be financially responsible for the costs of inmate medical services which are determined, at any time, to be beyond the County's responsibility as required by South Carolina law.

Persons in the physical custody of other police or other penal jurisdictions at the request of County, by Court order or otherwise, are likewise excluded from the Jail's population count and are not the responsibility of SHP for the furnishing or payment of health care services.

1.8 Elective Medical Care. SHP shall not be responsible for providing elective medical care to inmates, unless expressly contracted for by the County. For purposes of the Agreement, "elective medical care" means medical care which, if not provided, would not, in the opinion of SHP, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Any referral of inmates for elective medical care must be reviewed by County prior to provision of such services.

1.9 Transportation Services. To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, for which care and services SHP is obligated to arrange under this Agreement, County shall, upon prior request by SHP, its agents, employees or contractors, provide transportation as reasonably available provided that such transportation is scheduled in advance.

ARTICLE II: PERSONNEL.

2.1 Staffing. County acknowledges that SHP shall provide an on-site staffing plan consisting of sixteen (16) nursing hours per day, seven (7) days per week. SHP shall also provide a Qualified Mental Health Professional (either a psychiatric-RN, Social Worker or Licensed Professional Counselor) for on-site visits up to six (6) hours per week. Staffing hours worked in excess of this contracted staffing plan, not to include SHP training hours, may be billed back to the County on a monthly basis, at the actual wage and benefit rate, for staffing services performed on-site at the facility.

- a. Holidays. SHP shall provide a regular schedule of hours on SHP-designated holidays, with the exception of the Medical Team Administrator nurse (who shall be allowed absences on SHP-designated holidays).
- b. Other Absences. For all other absences, including but not limited to, paid time off, vacation, and sick time, SHP shall endeavor to provide replacement coverage, and if unable to do so, SHP and County shall negotiate a mutually agreeable remedy.
- c. Medication Passes. SHP staff shall prepare and pass all inmate medications, when on-site. Jail staff shall be responsible for passing all inmate medications in the absence of an SHP nurse on-site.

It is understood the Professional Provider may be filled by a Physician, or Mid-Level Practitioner. Either will be duly licensed to practice medicine in the State of South Carolina, and will be available to our nursing staff for resource, consultation and direction twenty-four (24) hours per day, seven (7) days per week.

The scheduling of staff shifts may be flexible and adjusted by SHP in order to maintain stability of the program and consistency with staff. Any adjustments or changes to fixed schedules would be made after discussions with the Detention Center Director and other involved County officials. Professional Provider visit times and dates will be coordinated with the Detention Center Director, and may include the use of telehealth services. Some of the Professional Provider time may be used for phone consults with medical staff and for other administrative duties.

SHP shall make reasonable efforts to supply the staffing levels contained in this section, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of SHP, after such reasonable efforts have been made, shall not constitute a breach of this Agreement.

Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased inmate population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by County and SHP.

Should medical services fall behind due to situations outside of SHP control, such as those described in Section 4.3, below, and additional hours and/or SHP staff are required to bring services current, the County shall be billed and agrees to pay for the additional time incurred by SHP to bring services current.

2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by SHP to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable South Carolina law.

2.3 County's Satisfaction with Health Care Personnel. If County becomes dissatisfied with any health care personnel provided by SHP hereunder, or by any independent contractor, subcontractors or assignee, SHP, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from County of the grounds for such dissatisfaction and in consideration of the reasons therefor, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to County, SHP shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom County has expressed dissatisfaction. Should removal of an individual become necessary, SHP will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of SHP.

2.4 Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either SHP or County in the direct rendering of any health care services.

2.5 Subcontracting and Delegation. In order to discharge its obligations hereunder, SHP will engage certain health care professionals as independent contractors rather than as employees. County consents to such subcontracting or delegation. As the relationship between SHP and these health care professionals will be that of independent contractor, SHP will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. SHP will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, SHP shall exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians, dentists and nurses performing duties as agents or independent contractors of SHP under this Agreement, SHP shall provide County proof, if requested, that there is in effect a professional liability or medical malpractice insurance policy.

2.6 Discrimination. During the performance of this Agreement, SHP, its employees, agents, subcontractors, and assignees agree as follows:

- a. None will discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
- b. In all solicitations or advertisements for employees, each will state that it is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2.7 Training of Personnel. SHP shall provide annual training courses in Cardiopulmonary Resuscitation (CPR) and First Aid, as requested by the County. The cost of certification shall be the responsibility of the County. SHP shall also provide additional training courses on a variety of topics, at no cost to the County, upon request by the County to SHP. Such training courses shall be scheduled by the County and SHP at a mutually agreed upon time and location. It is hereby acknowledged by the parties that any such training would be supplemental to any training required by the State or any other governmental body for correctional officers. The County recognizes and acknowledges that the County shall be responsible for training of its own employees and agents. County training of its own staff shall include training regarding intake and screening, and medical services for inmates, as required by federal and/or state statute, regulation, and/or law.

SHP recognizes that certain training of SHP medical staff may need to be accomplished by the County for the purposes of inmate interaction, and as may be required by statute, regulation and/or law. SHP may require reimbursement of these training period hours if they are over and above the contracted on-site hours as agreed upon within the proposal and this Agreement.

ARTICLE III REPORTS AND RECORDS

3.1 Medical Records. County acknowledges that SHP's responsibility for all inmate medical records shall commence on the effective date of this Agreement, and that the responsibility for all inmate medical records prior to the effective date of this Agreement shall rest solely with the County. Nothing in this Agreement shall be interpreted to impose responsibility on SHP for inmate medical records prior to the effective date of this Agreement. County does further acknowledge, however, that SHP will assist County with the fulfillment of requests for production of medical records for those medical services provided prior to the effective date of this Agreement, and by doing so does not assume any responsibility for such records. It is mutually understood by both parties that, during the term of this Agreement, SHP shall serve as the Records Custodian in all medical record matters, in accordance with all applicable laws.

Commencing on the effective date of this Agreement, SHP shall cause and require to be maintained a complete and accurate medical record for each inmate who has received health care services. Each medical record will be maintained in accordance with applicable laws and County's policies and procedures. The medical records shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical record shall be available, at all times, to County as custodian of the person of the patient. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, SHP shall comply with South Carolina law and County's policy with regard to access by inmates and Jail staff to medical records. No information contained in the medical records shall be released by SHP except as provided by County's policy, by a court order, or otherwise in accordance with the applicable law. SHP shall, at its own cost, provide all medical records, forms, jackets, and other materials necessary to maintain the medical records. At the termination of this Agreement, all medical records shall be delivered to and remain with County. However, County shall provide SHP with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending litigation.

3.2 Regular Reports by SHP to County. Upon request, SHP shall provide to County, on a date and in a form mutually acceptable to SHP and County, reports relating to services rendered under this Agreement.

3.3 Inmate Information. Subject to the applicable South Carolina law, in order to assist SHP in providing the best possible health care services to inmates, County will provide SHP with information pertaining to inmates that SHP and County mutually identify as reasonable and necessary for SHP to adequately perform its obligations hereunder.

3.4 SHP Records Available to County with Limitations on Disclosure. SHP shall make available to County, at County's request, records, documents and other papers relating to the direct delivery of health care services to inmates hereunder. County understands that written operating policies and procedures employed by SHP in the performance of its obligations hereunder are proprietary in nature and shall remain the property of SHP and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by County, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by SHP. Proprietary information developed by SHP shall remain the property of SHP.

3.5 County Records Available to SHP with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, County shall provide SHP, at SHP's request, County's records relating to the provision of health care services to inmates as may be reasonably requested by SHP or as are pertinent to the investigation or defense of any claim related to SHP's conduct. Consistent with applicable law, County will make available to SHP such inmate medical records as are maintained by County, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent County has any control over those records) as SHP may reasonably request. Any such information provided by County to SHP that County considers confidential shall be kept confidential by SHP and shall not, except as may be required by law, be distributed to any third party without the prior written approval of County.

ARTICLE IV: SECURITY

4.1 General. SHP and County understand that adequate security services are essential and necessary for the safety of the agents, employees and subcontractors of SHP as well as for the security of inmates and County's staff, consistent with the correctional setting. County will take all reasonable steps to provide sufficient security to enable SHP to safely and adequately provide the health care services described in this Agreement. It is expressly understood by County and SHP that the provision of security and safety for the SHP personnel is a continuing precondition of SHP's obligation to provide its services in a routine, timely, and proper fashion, to the extent that if, in SHP's sole discretion, the safety and security of SHP personnel are compromised, SHP may exercise its right to immediately terminate services, in accordance with the provisions of Section No. 6.2(b) of this Agreement.

4.2 Loss of Equipment and Supplies. SHP shall be liable for loss of or damage to equipment and supplies of SHP, its agents, employees or subcontractors only in the event such loss or damage was caused by the negligence of SHP or its employees.

4.3 Officer Staffing Levels. It is understood SHP medical staff are given clearance to work and perform medical functions within the Jail, but should staffing levels of the correctional staff fall below an acceptable standard causing the SHP medical staff to be unable to complete such services in a timely manner, the County shall be responsible for the consequences of the same, including, but not limited to, any failed inspection and/or audit by County, State or Federal entity. SHP medical staff shall document and report such issues of backlogs created by inadequate officer staffing levels to the Detention Center Director.

ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

5.1 General. County agrees to provide SHP with reasonable and adequate office and medical space, facilities, equipment, local telephone and telephone line and utilities and County will provide necessary maintenance and housekeeping of the office and medical space and facilities (including incidentals such as tissue and hand towels).

5.2 Delivery of Possession. County will provide to SHP, beginning on the date of commencement of this Agreement, possession and control of all County medical and office equipment in place at the Jail's health care unit. At the termination of this or any subsequent Agreement, SHP will return to County's possession and control all medical and office equipment, in working order, reasonable wear and tear excepted, which were in place at the Jail's health care unit prior to the commencement of services under this Agreement.

5.3 Maintenance and Replenishment of Equipment. Except for the equipment and instruments owned by County at the inception of this Agreement, any equipment or instruments required by SHP during the term of this Agreement shall be purchased by SHP at its own cost. At the end of this Agreement, or upon termination, County shall be entitled to purchase SHP's equipment and instruments at an amount determined by SHP.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

6.1 Term. This Agreement shall commence on January 1, 2020. The initial term of this Agreement shall run for a shortened six (6) month period ending on June 30, 2020. This Agreement shall thereafter be automatically extended or renewed for additional one-year terms, beginning on July 1 each year, subject to County funding availability, unless either party provides written notice to the other of its intent to terminate, or non-renew, in accordance with the provisions of Section No. 6.2 of this Agreement.

6.2 Termination. This Agreement, or any extension thereof, may be terminated as otherwise provided in this Agreement or as follows:

- (a) Termination by agreement. In the event that each party mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.
- (b) Termination for Cause. SHP shall have the right to terminate this Agreement at any time for Cause, which may be effected immediately after establishing the facts warranting the termination, and without any further obligation to County, by giving written notice and a statement of reasons to County in the event:
 - (i) the safety and security of SHP personnel is determined by SHP, in its sole discretion, to be compromised, either as a direct, or indirect, result of County's failure to provide adequate security services, the provision of which is a continuing precondition of SHP's obligation to perform work under this Agreement, or
 - (ii) County fails to compensate SHP for charges or fees due, either in whole, or in part, under this Agreement, according to the terms and provisions as stated herein.

Cause shall not, however, include any actions or circumstances constituting Cause under (i) or (ii) above if County cures such actions or circumstances within a specified period following delivery of written notice by SHP setting forth the actions or circumstances constituting Cause, during which period SHP may permit County, solely by express agreement, time to provide sufficient remedy to SHP's satisfaction. In all cases, this Agreement may be terminated immediately by SHP, without notice, if, in SHP's sole discretion, such immediate termination of services is necessary to preserve the safety and well-being of SHP personnel.

Upon such a termination for Cause, County acknowledges that, SHP shall be entitled to all compensation fees and charges due for services rendered hereunder, without penalty or liability to SHP, up through and including the last day of services, and further that, County shall be obligated to compensate SHP accordingly for such services rendered up through and including the last day of services, consistent with the terms and provisions of this Agreement. If any

costs relating to the period subsequent to such termination date have been paid by County in the case of (i) above, SHP shall promptly refund to County any such prepayment.

- (c) Termination or non-renewal by Cancellation. This Agreement may be canceled or non-renewed without cause by either party upon sixty (60) days prior written notice in accordance with Section 9.3 of this Agreement.
- (d) Annual Appropriations and Funding. This Agreement shall be subject to the annual appropriation of funds by the Jasper County Council. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

6.3 Responsibility for Inmate Health Care. Upon termination of this Agreement, all responsibility for providing health care services to all inmates will be transferred from SHP to County.

ARTICLE VII. COMPENSATION.

7.1 Base Compensation. County will compensate SHP based on the twelve-month annualized price of \$265,200.00 during the initial term of this Agreement, payable in monthly installments. Monthly installments based on the twelve-month annualized price of \$265,200.00 will be in the amount of \$22,100.00 each. The total base compensation payable to SHP for the initial shortened period of six (6) months effective January 1, 2020, through June 30, 2020, will be \$132,600.00. SHP will bill County approximately thirty days prior to the month in which services are to be rendered. County agrees to pay SHP prior to the tenth day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to SHP will be prorated accordingly for the shortened month.

7.2 Increases in Inmate Population. County and SHP agree that the annual base price is calculated based upon an average daily inmate population of up to 75. If the average daily inmate population exceeds 75 inmates for any given month, the compensation payable to SHP by County shall be increased by a per diem rate of \$0.85 for each inmate over 75. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts taken. The excess over an average of 75, if any, will be multiplied by the per diem rate and by the number of days in the month to arrive at the increase in compensation payable to SHP for that month. In all cases

where adjustments become necessary, the invoice adjustment will be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 80 inmates, resulting in an excess of five (5) inmates, then SHP shall receive additional compensation of five (5) times the per diem rate times the number of days in that month. The resulting amount will be an addition to the regular base fee and will be billed on a subsequent monthly invoice.

This per diem is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, SHP reserves the right to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. This would be done with the full knowledge and agreement of the Detention Center Director and other involved County officials, and following appropriate notification to County.

7.3 Future Years' Compensation. The amount of compensation (i.e., annual base price and per diem rate as defined in Section Nos. 7.1 and 7.2, respectively) to SHP shall increase at the beginning of each contract year. The amount of compensation shall increase by three percent (3%) for each annual renewal period, with the exception of the renewal period effective July 1, 2020, for which there shall be no annual increase.

7.4 Inmates From Other Jurisdictions. Medical care rendered within the Jail to inmates from jurisdictions outside Jasper County, and housed in the Jail pursuant to written contracts between County and such other jurisdictions will be the responsibility of SHP, but as limited by Section No. 1.7. Medical care that cannot be rendered within the Jail will be arranged by SHP, but SHP shall have no financial responsibility for such services to those inmates. County shall be financially responsible for the cost of all inmate prescription medications, specialized medical equipment and supplies in the event of a refusal to pay on the part of the jurisdiction with which Jasper County has entered into such contract.

7.5 Responsibility For Work Release Inmates. SHP and County agree that SHP will be responsible for providing on-site medical services as reasonable and appropriate to County inmates assigned to work release and/or release for community service work for government or nonprofit agencies upon an inmate's presentation to SHP medical staff at the Jail. Notwithstanding any other provisions of this Agreement to the contrary, SHP and County agree that County inmates assigned to work release, including work for Jasper County agencies, are themselves personally responsible for the costs of any medical services performed by providers other than SHP, when the

illness or injury is caused by and results directly or indirectly from the work being performed, or when such illness or injury is treated while the inmate is on work release. The costs of medical services associated with a particular illness or injury incurred by an inmate while on work-release may be covered by workers' compensation, medical insurance, accident insurance, or any other policy of insurance or source of payment for medical and hospital expenses, but such costs shall not otherwise be the financial responsibility of SHP. In all cases, SHP shall be responsible for providing medical care for any inmate who presents to medical staff on-site at the Jail, including any inmate injured or infirmed while on work release or release for community service, to the extent such care can be reasonably provided on-site, or shall assist with arrangements to obtain outside medical care as necessary.

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT.

8.1 Insurance. At all times during this Agreement, SHP shall maintain professional liability insurance covering SHP for its work at County, its employees and its officers in the minimum amount of at least one million dollars (\$1,000,000.00) per occurrence and five million dollars (\$5,000,000.00) in the aggregate. SHP shall provide County with a Certificate of Insurance evidencing such coverage and shall have County named as an additional insured. In the event of any expiration, termination or modification of coverage, SHP will notify County in writing.

8.2 Lawsuits Against County. In the event that any lawsuit (whether frivolous or otherwise) is filed against County, its elected officials, employees and agents based on or containing any allegations concerning SHP's medical care of inmates and the performance of SHP's employees, agents, subcontractors or assignees, the parties agree that SHP, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them in a court of law.

Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties.

8.3 Hold Harmless. SHP agrees to indemnify and hold harmless the County, its agents and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind arising solely out of the aforementioned program of health care services provided by SHP. This duty to indemnify shall include all attorneys' fees and litigation costs and expenses of any kind whatsoever. County shall promptly notify SHP of any incident, claim, or lawsuit of which County becomes aware and shall fully cooperate in the defense of such claim, but SHP shall retain sole control of the defense while the action is pending, to the extent allowed by law. In no event shall this agreement to indemnify be construed to require SHP to indemnify the County, its agents and/or employees from the County's, its agents' and/or employees' own negligence and/or their own actions or inactions.

County does hereby agree to indemnify and hold harmless SHP, its agents and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind arising solely out of the operation of the facility and the negligence and/or action or inaction of the County or their employees or agents. This duty to indemnify shall include all attorneys' fees and litigation costs and expenses of any kind whatsoever. SHP shall promptly notify the County of any incident, claim, or lawsuit of which SHP becomes aware and shall fully cooperate in the defense of such claim, but the County shall retain sole control of the defense while the action is pending, to the extent allowed by law. In no event shall this agreement to indemnify be construed to require the County to indemnify SHP, its agents and/or employees from SHP's, its agents' and/or employees' own negligence and/or their own actions or inactions.

ARTICLE IX: MISCELLANEOUS.

9.1 Independent Contractor Status. The parties acknowledge that SHP is an independent contractor engaged to provide medical care to inmates at the Jail under the direction of SHP management. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship between the parties.

9.2 Assignment and Subcontracting. SHP shall not assign this Agreement to any other corporation without the express written consent of County which consent shall not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract shall not relieve SHP of its independent obligation to provide the services and be bound by the requirements of this Agreement.

9.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party(s) at the following address or to any other person at any other address as may be designated in writing by the parties:

- a. County: Jasper County Council
358 Third Avenue
Post Office Box 1149
Ridgeland, South Carolina 29936
- b. SHP: Southern Health Partners, Inc.
2030 Hamilton Place Boulevard, Suite 140
Chattanooga, Tennessee 37421
Attn: President

Notices shall be effective upon receipt regardless of the form used.

9.4 Governing Law and Disputes. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of South Carolina, except as specifically noted. Disputes between the Parties shall, first, be formally mediated by a third party or entity agreeable to the Parties, in which case the Parties shall engage in good faith attempts to resolve any such dispute with the Mediator before any claim or suit arising out of this Agreement may be filed in a court of competent jurisdiction.

9.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

9.6 Amendment. This Agreement may be amended or revised only in writing and signed by all parties.

9.7 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

9.8 Other Contracts and Third-Party Beneficiaries. The parties acknowledge that SHP is neither bound by nor aware of any other existing contracts to which County is a party and which relate to the providing of medical care to inmates at the Jail. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

9.9 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

9.10 Liaison. The Detention Center Director or his designee shall serve as the liaison with SHP.

9.11 Cooperation. On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things

which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

9.12 Time of Essence. Time is and shall be of the essence of this Agreement.

9.13 Authority. The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

9.14 Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

9.15 Cumulative Powers. Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

9.16 Non-solicitation. SHP takes pride in its staff and has a significant investment in the training and professional development of our employees and independent contractors; they are valued members of our business. As such, during the term of this Agreement or within one (1) year after this Agreement's termination, the County and its agents agree not to solicit any employee or independent contractor of SHP on behalf of the County or any other business enterprise, nor to induce any employee or independent contractor associated with SHP to terminate or breach an employment, contractual or other relationship with the SHP. The County hereby acknowledges (1) that SHP will suffer irreparable harm if the obligations under this Agreement are breached; and, (2) the County agrees to pay a professional replacement fee of Seven Thousand Five Hundred Dollars (\$7,500.00) per employee or independent contractor to compensate SHP for the estimated cost of replacing said employee or independent contractor. The foregoing shall not apply to any SHP employee or independent contractor who may have been employed by the County directly prior to this agreement start date.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

JASPER COUNTY, SC

BY:

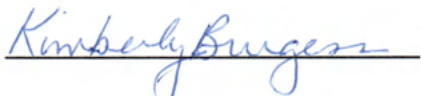


ANDREW P. FULGHUM

COUNTY ADMINISTRATOR

Date: 3-17-2020

ATTEST:



Date: 3-17-2020

SOUTHERN HEALTH PARTNERS, INC.

BY:

Jennifer Hairsine, President and Chief Executive Officer

Date: _____



Jasper County Finance Department

358 Third Avenue, Post Office Box 1149
Ridgeland, South Carolina 29936
Phone (843) 717-3692 Fax (843) 717-3626

Kimberly Burgess, CPA
Director of Administrative Services
kburgessr@jaspercountysc.gov

Jasper County Council South Carolina Department of Public Safety School Resource Officer Grant Award No. 5R-117-C2700-25

Meeting Date:	August 19, 2024
Subject:	Council acknowledgement of the receipt of School Resource Officer Grant Award No. 5R-117-C2700-25 from the SC Department of Public Safety in the amount of \$578,031 for the period 7/1/2024 – 6/30/2025, and ratification of the Sheriff Hipp’s acceptance of the grant award. .
Recommendation:	The Council acknowledges receipt of the School Resource Officer Grant Award No. 5R-117-C2700-25 from the SC Department of Public Safety in the amount of \$578,031 for the period 7/1/2024 – 6/30/2025 and ratifies Sheriff Hipp’s acceptance of the grant award.

Description: The SC Department of Public Safety awarded Jasper County Sheriff’s Office, the implementing agency, a School Resource Grant in the amount of \$578,031 on August 6, 2024, in the amount of \$578,031 for the award period 7/1/2024 – 6/30/2025. Sheriff Donald Hipp has accepted the award on behalf of the Jasper County Sheriff’s Office.

Recommendation: Staff recommends that the County Council acknowledges receipt of the School Resource Officer Grant Award No. 5R-117-C2700-25 from the SC Department of Public Safety in the amount of \$578,031 for the period 7/1/2024 – 6/30/2025 and ratifies Sheriff Hipp’s acceptance of the grant award.

Attachments:

South Carolina Department of Public Safety Grant Award Letter of Acceptance dated August 6, 2024

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS
POST OFFICE BOX 1993
BLYTHEWOOD, SOUTH CAROLINA 29016

AWARD

Implementing Agency: Jasper County Sheriff's Office
School District(s): Jasper County and SC Public Charter School Districts
Award Period: 07/01/2024 – 06/30/2025 **Date of Award:** August 6, 2024
Amount of Award: \$578,031 **Award Number:** SR-117-C2700-25

In accordance with the provisions of the South Carolina Appropriations Act, and on the basis of the application submitted, the South Carolina Department of Public Safety (SCDPS) hereby awards to the foregoing implementing agency state funds shown above, for the project specified in the approved application and within the purposes and categories authorized.

Payment of Funds: Funds will be disbursed to the implementing agency (according to the project budget) upon receipt of evidence that funds have been invoiced and products received or that funds have been expended (e.g., invoices, contracts, itemized expenses, etc.). A copy of the grant application, which includes the approved budget is available on www.scdpsgrants.com for the awardee's use in completing the request for payment forms.

The award shall become effective, as of the start of the award period, upon the return of this form to the Office of Highway Safety and Justice Programs (OHSJP) signed by the Implementing Law Enforcement Agency Head in the space provided below. This award must be accepted no later than September 27, 2024, and such quarterly and other reports required by the SCDPS must be submitted in accordance with the terms and conditions set forth in the application and the special conditions attached to the award.

ACCEPTANCE FOR THE AWARDEE

ACCEPTANCE FOR THE SCDPS


Donald Hipp, Sheriff
Jasper County Sheriff's Office


Phil Riley, Director
Office of Highway Safety and Justice Programs

**THIS AWARD IS SUBJECT TO THE AWARD TERMS AND CONDITIONS
AND THE ATTACHED SPECIAL CONDITIONS.**



JASPER COUNTY COUNCIL COUNCIL MEETING

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

Monday, April 15, 2024

MINUTES

4:00PM

Budget Workshop:

USCB – Dr. Al M. Panu, Chancellor

Dr. Panu was present to discuss their request for support from the County Council to USCB. He thanked the council for their support throughout the years and noted that they were excited about serving and servicing the students of Jasper County. He noted that council support would allow them to be able to do what they need to do for the students at the college. He said that their dependency from both Beaufort and Jasper County was a substantial amount.

Lowcountry RTA /Palmetto Breeze Transit – Mary Lou Franzoni, Executive Director

Ms. Franzoni was present to discuss the Palmetto Breeze budget request. She showed a presentation to Council. She discussed the 7 commuter routes and the service area. She also discussed the emergency operation support and covered the rural revenue summary.

Boys and Girls Club of Jasper County – Mr. Wentworth

Mr. Wentworth was present to discuss their request for the Boys and Girls Club of Jasper County. He said they serve a total of 1000 children and of that 150 children were from the Jasper County area. He noted that the cost to serve a child for after school and the summer program in a building that they own is about \$8000. He said if it is in a school building it's approximately \$2500. He noted that there is no charge to the parents and that they also do a variety of seven different fundraisers. He further noted that 55% of their revenue came from individual donations.

Jasper Soil and Water Conservation District – Lyn Boyles

Ms. Boyles sent her apologies, because she could not make the meeting. She said she would reschedule for a later date.

Jasper County Coroner's Office – Willie Aiken, County Coroner

Minutes
04.15.2024

Coroner Aiken was present to discuss his budget and some questions he had on some of his line items. Ms. Burgess reviewed his budget performance report. Coroner Aiken said the county pays \$30,000 plus he has a \$20,000 state supplement to move over to his salary which made his salary go up to \$50,000. They also discussed the vehicle allowance and how it was paid. Coroner Aiken noted that he has placed a vehicle for the coroner's office and a full-time administration person into this budget. He mentioned that he preferred a full-time person, but he needed at least more than a part-time person. He also mentioned that the vehicle requested is for travel that is needed throughout the area. Chairman Sauls if they ever got the report of the transport services that Council had been requested. Coroner Aiken addressed this question regarding the RFP and the status of having one transport company versus multiple transport companies and what that would entail.

Officials Present: Chairman L. Martin Sauls IV Vice Chairwoman Barbara B. Clark, Councilman Pastor Alvin Adkins, Councilman John Kemp and Councilman Coy Garbade

Staff Present: County Administrator Andrew Fulghum, Clerk to Council Wanda Giles, County Attorney David Tedder, Kimberly Burgess, Chief Russell Wells, Danny Lucas and Videographer Jonathan Dunham.

1. Call to Order:

Chairman Sauls called the meeting to order as soon as the Workshop was over. The Report of Compliance with the Freedom of Information Act was read for the records as follows: *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.*

2. 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 – [Administrative Services Division](#)

(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 – [Legal Advice Banking Matters; Intergovernmental Agreement \(IGA\) for Regional Housing Trust Fund \(RHTF\); Alvin Adkins, Appellant v. Jasper County and The Board of Voter Registration and Election of Jasper County, Respondents](#)

(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 – [Prospect Update; Project Icarus](#)

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.

Motion to go into Executive Session: Vice Chairwoman Clark

Second: Councilman Garbade

Vote: Unanimous

The motion passed.

PLEASE BE ADVISED THERE MAY BE VOTES BASED ON ITEMS FROM THE EXECUTIVE SESSION.

3. Return to Open Session:

Motion to go into Regular Session: Vice Chairwoman Clark

Second: Councilman Garbade

Vote: Unanimous

The motion passed.

3.1 Action coming out of Executive Session:

Motion to authorize the County Administrator to execute the Conflict of Interest Request from Parker Poe Law Firm regarding Moffett Solar II and Jasper County, on the terms and conditions asset forth therein: Vice Chairwoman Clark

Second: Councilman

Vote: Unanimous

The motion passed.

4. Pledge of Allegiance and Invocation: The Pledge to the Flag was given and the Invocation was given by Councilman Adkins.

5. Approval of the Consent Agenda Items:

Motion to approve with removing item numbers 20, 22 and 23 from the Consent Agenda: Vice Chairwoman Clark

Second: Councilman Garbade

Vote: Unanimous

The motion passed.

6. Approval of the Regular Agenda:

Motion to approve the agenda with the additions of former Consent Agenda Item numbers :# 20 (as new item# 14A), 22(as new item# 14B) and 23(as new item# 14C) from the consent agenda and adding them back to the regular agenda: Vice Chairwoman Clark

Second: Councilman Garbade

Vote: Unanimous
The motion passed.

PRESENTATIONS AND PROCLAMATIONS

7. Lt. David Allison, Hilton Head Composite Squadron, Civil Air Patrol, U.S .Air Force Auxiliary – Presentation: Civil Air Patrol – Jasper County Update

Lt. David Allison, of the Hilton Head Composite Squadron, Civil Air Patrol, U.S .Air Force Auxiliary was present to discuss the Civil Air Patrol with Council. He also gave a presentation to Council on the Civil Air Patrol – Jasper County Update

8. Julia of Hopeful Horizons, Chief Development Officer – Proclamation Recognizing April as Sexual Assault Awareness Month

Since Hopeful Horizons CEO, Kristin Dubrowski could not be present to accept this proclamation, Julia of Hopeful Horizons was present to accept the proclamation Recognizing April as Sexual Assault Awareness Month for Hopeful Horizons.

9. Willie Aiken, Coroner – Update report from the Coroner’s Office

Coroner Aiken gave a brief update on 2023 to Council. He noted that there had been 530 deaths in Jasper County and 63 accidental deaths. In 2024 so far, he said there had been 141 cases that he had worked on since January.

RESOLUTIONS

10. David Tedder – Public Hearing and Consideration of Resolution #R-2024-11 Authorizing Execution of the IGA with Beaufort County for Autopsy Services.

Motion to approve: Councilman Kemp

Second: Councilman Garbade

Vote: Unanimous

The motion passed.

Mr. Tedder was present to review and discuss Resolution #R-2024-11 which authorized the execution of the IGA with Beaufort County for Autopsy Services.

Motion to approve: Councilman Garbade

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion passed.

After Item # 14 Mr. Tedder noted that we needed to go back to Item # 10. Mr. Tedder noted that the resolution also had a public hearing advertised for this meeting. The public hearing was opened, there was no input, said the public hearing was closed.

11. David Tedder - Consideration of Resolution #R-2024-12 Ratifying the Execution of an Agreement for the Purchase and Sale of 1.7 acres of land at Cypress Ridge Industrial Park, SC, a portion of TMP 048-00-01-010.

Mr. Tedder was present to review and discuss Resolution #R-2024-12 ratifying the execution of an agreement for the purchase and sale of 1.7 acres of land at Cypress Ridge Industrial Park, SC, a portion of TMP 048-00-01-010.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Garbade

Vote: Unanimous

The motion passed.

12. David Tedder – Consideration of Resolution #R-2024-13 Consenting to the Assignment and Assumption of a Fee Agreement By and Among SDKM Commerce, LLC, Hardeeville Industrial LLC and Jasper County, South Carolina; And Other Related Matters.

Mr. Tedder was present to review and discuss Resolution #R-2024-13 consenting to the assignment and assumption of a Fee Agreement by and among SDKM Commerce, LLC, Hardeeville Industrial LLC and Jasper County, South Carolina.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Garbade

Vote: Unanimous

The motion passed.

PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

13. David Tedder – Consideration of the 1st reading of an Ordinance Authorizing An Amendment To That Certain Fee Agreement By And Between Jasper County, South Carolina And Hardeeville Industrial, LLC, As Successor To SDKM COMMERCE, LLC, Relating To The Investment Period Thereunder; And Other Related Matters.

Minutes
04.15.2024

Mr. Tedder was present to review and discuss the 1st reading of an ordinance authorizing an amendment to that certain fee agreement by and between Jasper County, South Carolina and Hardeeville Industrial, LLC, as successor to SDKM COMMERCE, LLC, relating to the investment period.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Garbade

Vote: Unanimous

The motion passed.

14. David Tedder - Consideration of the 1st reading of an Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of *Ad Valorem* Taxes And Incentive Agreement By And Between Jasper County, South Carolina And Moffett Solar II, LLC, To Provide For Payment Of A Fee-In-Lieu Of Taxes; Approving The Creation Of A Multicounty Park With Hampton County, South Carolina; Authorizing The Execution And Delivery Of A Multicounty Park Agreement By And Between Jasper County, South Carolina And Hampton County, South Carolina; Authorizing The Execution And Delivery Of A Development Agreement By And Between Jasper County, South Carolina And Moffett Solar II, LLC Authorizing Certain Infrastructure Credits And; And Other Related Matters.

Mr. Tedder was present to review and discuss the 1st reading of an ordinance authorizing of an ordinance authorizing the execution and delivery of a Fee-In-Lieu Of *Ad Valorem* Taxes and Incentive Agreement by and between Jasper County, South Carolina and Moffett Solar II, LLC, to provide for payment of a Fee-In- Lieu Of Taxes; approving the creation of a Multicounty Park with Hampton County, South Carolina; authorizing the execution and delivery of a Multicounty Park agreement by and between Jasper County, South Carolina and Hampton County, South Carolina; authorizing the execution and delivery of a Development Agreement by and between Jasper County, South Carolina and Moffett Solar II, LLC authorizing certain infrastructure credits.

Motion to approve: Councilman Adkins

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion passed.

14A: Danny Lucas – Approval of Parks & Recreation Agreement for Professional Services.

Danny Lucas was present to review and discuss this request for approval of a Parks & Recreation Agreement for Professional Services.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Garbade

Vote: Unanimous

The motion passed.

14B: Andrew Fulghum – Acceptance of a Building Resilient Infrastructures and Communities (BRIC) Grant from FEMA in the amount of \$1,250,000 for a Stormwater Drainage Study and the Development Comprehensive Stormwater Management Plan, Approving the Grant Match, and Authorizing the County Administrator to execute the Grant Award Agreement and Related Documents.

Mr. Fulghum was present to review and discuss the acceptance of a Building Resilient Infrastructures and Communities (BRIC) Grant from FEMA in the amount of \$1,250,000 for a Stormwater Drainage Study and the Development Comprehensive Stormwater Management Plan and approve the grant match. He also noted that the request was for the County Administrator to execute the Grant Award Agreement and related documents.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Garbade

Vote: Unanimous

The motion passed.

14C: Kimberly Burgess - Acceptance of a Federal Subaward between SC Department of Health and Environmental Control (DHEC) and Jasper County Detention Center (JCDC.)

Kimberly Burgess was present to review and discuss the acceptance of a Federal Subaward between SC Department of Health and Environmental Control (DHEC) and Jasper County Detention Center (JCDC.)

Motion to approve: Councilman Adkins

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion passed.

CITIZEN COMMENTS

There were no citizen comments for this meeting.

15. Open Floor to the Public per Ordinance 08-17 Any citizen of the County may sign to speak in person at the Council Meeting (before the Council Meeting's 6:30PM start time on the Sign-In Sheet on the Podium), to address 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.

Lt. Dave Allison and Col. Gene Sullivan signed in to speak, however they gave their presentation at their presentation time on Item # 7.

16. Administrator's Report - Mr. Fulghum reviewed the information from his report. There were no Action Items requiring a vote from the Council in the Administrator's Report.

CONSENT AGENDA

17. David Tedder – Approval of the 3rd reading of Ordinance [#O-2024-07](#) to amend the Jasper County Code of Ordinances by repealing Chapter 2, Article IV, Division 6, *Economic Development Alliance*. (1st reading 03.04.2024; 2nd reading 04.01.2024; Public Hearing 04.01.2024)

18. David Tedder – Approval of the 3rd reading of Ordinance [#O-2024-08](#) to amend the Jasper County Code of Ordinances by deleting existing Chapter 26, *Taxation*, Article I and Article II in their entirety, and adopting a new Article I and Article II in their stead. (BOA) (1st reading 03.04.2024; 2nd reading 04.01.2024; Public Hearing 04.01.2024)

19. David Tedder – Approval of the 3rd reading of Ordinance [#O-2024-09](#) to amend the Jasper County Code of Ordinances by repealing Chapter 28, Utilities, Articles II through IV in their entirety and replacing them with a new Article II. (BJWSA) (1st reading 03.04.2024; 2nd reading 04.01.2024; Public Hearing 04.01.2024)

20. Danny Lucas – Approval of Parks & Recreation Agreement for Professional Services (placed on regular agenda as Item 14A)

21. Kimberly Burgess – Approval of the recommended bid for the Sgt. Jasper Park Fence Project.

22. Andrew Fulghum – Acceptance of a Building Resilient Infrastructures and Communities (BRIC) Grant from FEMA in the amount of \$1,250,000 for a Stormwater Drainage Study and the Development Comprehensive Stormwater Management Plan, Approving the Grant Match, and Authorizing the County Administrator to execute the Grant Award Agreement and Related Documents. (placed on regular agenda as Item 14B)

23. Kimberly Burgess - Acceptance of a Federal Subaward between SC Department of Health and Environmental Control (DHEC) and Jasper County Detention Center (JCDC.) (placed on regular agenda as Item 14C)

24. Approval of the Minutes 02.26.2024

END OF CONSENT AGENDA

25. Council Member Comments: Councilmember Comments were given but there were no comments that required action.

26. Possible Return to Executive Session to Continue Discussion on Matters Regarding Agenda Item II. There was no need to return to the Executive Session for this meeting. For additional information on this meeting please visit our website for this meeting's agenda E-Packet or for the video go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCjIA

Adjournment

Motion to adjourn: Vice Chairwoman Clark

Second: Councilman Garbade

Vote: Unanimous

The motion passed and the meeting adjourned

Respectfully submitted:

Wanda H. Giles
Clerk to Council

L. Martin Sauls IV
Chairman



JASPER COUNTY COUNCIL

VIRTUAL WORKSHOP

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

Monday, April 22, 2024
Minutes

Officials Present: Vice Chairwoman Barbara B. Clark, Councilman Pastor Alvin Adkins, Councilman John Kemp. **Absent:** Chairman L. Martin Sauls IV, and Councilman Coy Garbade.

Staff Present: County Administrator Andrew Fulghum, Clerk to Council Wanda Giles, County Attorney David Tedder, Kimberly Burgess, and Videographer Jonathan Dunham.

Call to Order:

Vice Chairwoman Clark called the Council Meeting to order and the Report of Compliance with the Freedom of Information Act was read for the records as follows: *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.*

Pledge of Allegiance and Invocation: The Pledge to the Flag was given and the Invocation was given by Councilman Adkins.

Approval of the Regular Agenda:

Motion to approve: Councilman Kemp

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

Welcome and Introduction of Guests by Administrator Fulghum:

Vice Chairwoman Clark turned the meeting over to Mr. Fulghum. Mr. Fulghum gave welcomed everyone to the meeting and introduced Marleena Parkey and Stephanie Rossi.

Discussion of the New Proposed Draft Equal Employment Opportunity Plan "EEOP"

Mr. Fulghum noted that they had commissioned LCOG with the County to help with this plan. Mr. Fulghum noted that Council had been given a copy of the draft plan. He stated that Ms. Parkey and Ms. Rossi had been the Principle Planners of the new proposed draft for the Equal Employment Opportunity Plan "EEOP". Mr. Fulghum asked Ms. Parkey and Ms. Rossi to give Council an overview of the structure of the report and how it came together. Ms. Parkey showed a presentation and reviewed the purpose of the plan, compliance requirements and the EEO Pln. She discussed the demographics and reviewed the utilization analysis. The objectives of the plan were reviewed as well as the plan's implementation. At the conclusion of the presentation, Vice Chairwoman Clark thanked them for all they had done. She noted that this was the overall workforce as opposed to just the County workforce. Mr. Fulghum also

thanked them for coming and for their assistance. He noted that the Equal Opportunity Plan was developed in our HR Department and it will be advanced to Council. He also noted that this would also be in our new personnel manual. Mr. Fulghum noted that one goal was to have our workforce look like our community.

For additional information on this meeting please visit our website for this meeting's agenda E-Packet or for the video go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCjIA

Adjournment

Motion to adjourn: Councilman

Second: Councilman

Vote: Unanimous

The motion passed and the meeting adjourned

Respectfully submitted:

Wanda H. Giles
Clerk to Council

L. Martin Sauls IV
Chairman



JASPER COUNTY COUNCIL COUNCIL MEETING

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

Monday, May 6, 2024

MINUTES

4:00PM

Budget Workshop:

Beaufort Jasper EOC – James Williams, Executive Director

James Williams, Executive Director of the Beaufort Jasper EOC was in attendance to discuss and present their budget request for this fiscal year. He noted that they are here to help the most vulnerable citizens in the county that live at or below the poverty level. He stated their mission was to advocate for those individuals. He noted that they were located at 1506 Grays Highway in Unit D in Ridgeland, SC. in case anyone needed their assistance. Mr. Williams noted that they serve about 1100 people and also have the Head Start Program for the area.

Beaufort Jasper Hampton Comprehensive Health Services (BJHCHS) – Dr. Faith Polkey

Dr. Faith Polkey, Beaufort Jasper Hampton Comprehensive Health Services (BJHCHS) was in attendance to discuss and present their budget request for this fiscal year. Dr. Polkey shared their history for the organization and noted that they are a Federally Qualified Community Health Center. She also mentioned they are a private and not-for-profit organization that meets all HRSA requirements. She said they have 10 center locations with two of those locations being in Jasper County. She also noted that their annual budget comes with a 25% portion from the HRSA grant. In 2023 she said they saw 16,755 patients and 4528 of those patients were Jasper County residents.

Jasper Animal Rescue Mission (JARM) – Keith Hughes, Director

Keith Hughes, Director of the Jasper Animal Rescue Mission (JARM) was in attendance to discuss and present their budget request for this fiscal year. He noted that he was speaking on behalf of the JARM Board of Directors. He said that JARM now has 10 new people on the Board which will be working closely with the program. He said they have an extremely high intake rate with not enough land, a building that is too small and is falling apart. He presented their budget request which was about an 8% increase and noted that their average intake rate per year was about 1778. He discussed their goal and their plans to turn Mission Impossible into Mission Possible for JARM.

JC School District – Dr. Rechel Anderson, Superintendent

Dr. Rechel Anderson, Superintendent and Mr. Zimmer of the Jasper County School District was in attendance to discuss and present their budget request for this fiscal year. Dr. Anderson gave foundational information and thank everyone for all they had done. She said the enrollment was at 2801 students which had increased from the previous 2700 students she then provided a demographics breakdown. She noted that they have 341 employees and that they were proud of the Dual Enrollment Program. Mr. Zimmerman shared the revenue portion of the budget. He then discussed the bus drivers and teacher's salary increases, The cost of the 11% increase to Health Insurance on the employer side, the cost-of-living increase and other financial information.

AHJ Regional Library – Carolyn Fortson, Director and Julie Mikols

Carolyn Fortson, Director and Julie Mikols of the AHJ Regional Library were in attendance to discuss and present their budget request for this fiscal year. They gave a presentation to the Council and discussed the fact that they had revamped their website to generate more interest in the library.

Workforce/Healthcare Staffing – Nurse Shortage - Bob Elliott, CEO

Bob Elliott, Founder of SC Nurse Retention Initiative Mission was in attendance to discuss and present their budget request for this fiscal year. He noted that there was a nurse shortage and that they were helping to try to get the retention rates for nurses up in our area. He gave the following four reasons why Council should consider their budget request: Jasper County needs nurses right now as there are over 200 position within 25 miles of the Council Chambers; their program is designed to attract and retain nurses for 3 years and has proven workable; people have improved access to quality healthcare; and a regional approach from all entities will be a great approach to solving the shortage. Then he discussed how the program worked and what his request was from Jasper County.

The Regular Council Meeting began after the conclusion of the Budget Workshop.

Officials Present: Chairman L. Martin Sauls IV, Councilman John Kemp Councilman Joey Rowell, and Councilman Coy Garbade. Absent: Vice Chairwoman Barbara B. Clark

Staff Present: County Administrator Andrew Fulghum, Clerk to Council Wanda Giles, County Attorney David Tedder, Kimberly Burgess, Chief Russell Wells, Rose Dobson Elliott and Videographer Jonathan Dunham.

1. Call to Order:

Chairman Sauls called the meeting to order as soon as the Workshop was over. The Report of Compliance with the Freedom of Information Act was read for the records as follows: *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.*

2. 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 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 – [Cypress Ridge / Industrial Park Properties; Tax Map # 063-26-14-001 and 063-26-14-002](#)

(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 – [Prospect Update; Project Icarus; Project Peaches](#)

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.

Motion to go into Executive Session: Councilman Kemp

Second: Councilman Garbade

Vote: Unanimous

The motion passed.

PLEASE BE ADVISED THERE MAY BE VOTES BASED ON ITEMS FROM THE EXECUTIVE SESSION.

3: Return to Open Session at 6:30PM

Motion to return to regular session: Councilman Kemp

Second: Councilman Garbade

Vote: Unanimous

The motion passed.

o 3.1 Action coming out of Executive Session

Motion to request to authorize the administrator to prove add a stipend to Certified Detention Center employees, excluding administrative staff, for those employees working extra shifts, in the amount of \$350.00 per pay period, with the Administration administering the program to assure that all employees have an opportunity to participate in an equitable manner in the program, with funding coming from the already appropriated funds for Detention Center wages; and that the administrator be authorized to discontinue the program once staffing levels are stabilized. : Councilman Rowell

Second: Councilman Garbade

Vote: Unanimous

The motion passed.

4. Pledge of Allegiance and Invocation: The Pledge to the Flag was given and the Invocation was given by Chairman Sauls.

5. Introduction of New Council Member

- **Swearing In Ceremony for Councilman William Joseph Rowell III.**

Councilman William Joseph Rowell III was sworn in as a Jasper County Council Member at his Swearing in Ceremony by his Father-in-Law, Pastor Davis. His family was present with him during his ceremony.

6. Approval of the Consent Agenda Items:

Motion to approve: Councilman Kemp

Second: Councilman Garbade

Vote: Unanimous

The motion passed.

7. Approval of the Regular Agenda:

Motion to approve the agenda with Item # 10 being removed: Councilman Kemp

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

PRESENTATIONS AND PROCLAMATIONS

8. Beaufort Council Member and Vice Chairperson, Green Space Advisory Committee Alice Howard and Michael McShane, Chairperson, Green Space Advisory Committee. - The Green Space Committee and its effect on Jasper County.

Beaufort Council Member and Vice Chairperson, Green Space Advisory Committee Alice Howard and Michael McShane, Chairperson, Green Space Advisory Committee were present to discuss the Green Space Committee and its effect on Jasper County. Mr. McShane noted that in May 2022, the General Assembly passed a bill to allow Counties to put forward a referendum on sales tax for Green Space that was not tied to transportation projects. They presented a presentation to the Council (which was a part of the Council e-packet which is available online) and they discussed the Beaufort County Green Space Program. They also noted that what had been done in Beaufort County could be a model for what the County could do. Ms. Howard noted that she was happy to be a resource to the County.

9. Rev. Alan Galloway – Discussion of Late Taxes

Reverend Galloway discussed late taxes and the delinquent tax sale with Council.

10. Annette Young – Discussion of a Community Center - This item was removed from the agenda.

RESOLUTIONS

11. Kimberly Burgess – Public Hearing and consideration of Resolution #R-2024-15 pursuant to Section 2-415 (a) of the Jasper County Code of Ordinances, finding unusual and extraordinary circumstances exist to justify an exemption for the proposed purchase of goods and/or services required to achieve compliance with certain Minimum Standards for Local Detention Facilities in South Carolina from the bidding and other requirements of the Jasper County Purchasing and Contracting Ordinance, and authorizing the County Administrator to create the contracts and obtain the services on behalf of Jasper County, and matters related thereto.

Ms. Burgess was present to review and discuss the consideration of Resolution #R-2024-15 pursuant to Section 2-415 (a) of the Jasper County Code of Ordinances, finding unusual and extraordinary circumstances exist to justify an exemption for the proposed purchase of goods and/or services required to achieve compliance with certain Minimum Standards for Local Detention Facilities in South Carolina from the bidding and other requirements of the Jasper County Purchasing and Contracting Ordinance, and authorizing the County Administrator to create the contracts and obtain the services on behalf of Jasper County. The public hearing was called to order but there were no comments, so the public hearing was closed.

Motion to approve: Councilman Garbade

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

12. David Tedder – Consideration of the 2nd reading and a public hearing of Ordinance #O-2024-10 Authorizing An Amendment To That Certain Fee Agreement By And Between Jasper County, South Carolina And Hardeeville Industrial, LLC, As Successor To SDKM COMMERCE, LLC, Relating To The Investment Period Thereunder; And Other Related Matters. (1st reading 04.15.2024)

Mr. Tedder was present to review and discuss consideration of the 2nd reading and a public hearing of Ordinance #O-2024-10 authorizing an amendment to that certain Fee Agreement by and between Jasper County, South Carolina And Hardeeville Industrial, LLC, as successor to SDKM COMMERCE, LLC, relating to the investment period. The public hearing was called to order but there were no comments, so the public hearing was closed.

Motion to approve: Councilman Garbade

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

13. David Tedder - Consideration of the **2nd reading** and a public hearing of Ordinance **#O-2024-11** Authorizing The Execution And Delivery Of A Fee-In-Lieu Of *Ad Valorem* Taxes And Incentive Agreement By And Between Jasper County, South Carolina And Moffett Solar II, LLC, To Provide For Payment Of A Fee-In-Lieu Of Taxes; Approving The Creation Of A Multicounty Park With Hampton County, South Carolina; Authorizing The Execution And Delivery Of A Multicounty Park Agreement By And Between Jasper County, South Carolina And Hampton County, South Carolina; Authorizing The Execution And Delivery Of A Development Agreement By And Between Jasper County, South Carolina And Moffett Solar II, LLC Authorizing Certain Infrastructure Credits And; And Other Related Matters. *(1st reading 04.15.2024)*

Mr. Tedder was present to review and discuss consideration of the 2nd reading and a public hearing of Ordinance #O-2024-11 authorizing the execution and delivery of a Fee-In-Lieu Of *Ad Valorem* Taxes and Incentive Agreement by and between Jasper County, South Carolina and Moffett Solar II, LLC, to provide for payment of a Fee-In-Lieu Of Taxes; approving the creation of a Multicounty Park with Hampton County, South Carolina; authorizing the execution and delivery of a Multicounty Park agreement by and between Jasper County, South Carolina and Hampton County, South Carolina; authorizing the execution and delivery of a Development Agreement by and Between Jasper County, South Carolina and Moffett Solar II, LLC authorizing certain infrastructure credits. The public hearing was called to order but there were no comments, so the public hearing was closed.

Motion to approve: Councilman Kemp

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

14. Kim Burgess – Consideration of the **2nd reading** of Ordinance **#O-2024-12** Authorising the Execution and Delivery of Certain Instruments Relating to the Acquisition, Construction, Renovation, Equipping, Use, and Leasing of Certain County Facilities; Approving the Issuance of St. Peters Parish/Jasper County Public Facilities Corporation Installment Purchase Revenue Bonds and Bond Anticipation Notes; Consenting to the Form of Trust Agreements Between St. Peters Parish/Jasper County Public Facilities Corporation and the Corporate Trustee; The Lease Of Certain Personal Property, Real Property And The Buildings And Other Site Improvements Located Thereon, by Jasper County, South Carolina to St. Peters Parish/Jasper County Public Facilities Corporation, Including Authorising the Execution and Delivery of a Base Lease Agreement, Between Jasper County and St. Peters Parish/Jasper County Public Facilities Corporation; Authorising the Execution and Delivery of a Public Facilities Purchase and Occupancy Agreement Between Jasper County and St. Peters Parish/Jasper County Public Facilities Corporation; Authorising the Execution and Delivery

of a Lease Agreement Between Jasper County and St. Peters Parish/Jasper County Public Facilities Corporation; and Other Matters Relating Thereto. (1st reading 04.01.2024)

Ms. Burgess was present to review and discuss the 2nd reading of Ordinance #O-2024-12 authorising the execution and delivery of certain instruments relating to the acquisition, construction, renovation, equipping, use, and leasing of certain county facilities; approving the issuance of St. Peters Parish/Jasper County Public Facilities Corporation Installment Purchase Revenue Bonds and Bond Anticipation Notes; consenting to the form of Trust Agreements between St. Peters Parish/Jasper County Public Facilities Corporation and the Corporate Trustee; the lease of certain personal property, real property and the buildings and other site improvements located thereon, by Jasper County, South Carolina to St. Peters Parish/Jasper County Public Facilities Corporation, including authorising the execution and delivery of a base lease agreement, between Jasper County and St. Peters Parish/Jasper County Public Facilities Corporation; authorising the execution and delivery of a public facilities purchase and occupancy agreement between Jasper County and St. Peters Parish/Jasper County public facilities corporation; authorising the execution and delivery of a lease agreement between Jasper County and St. Peters Parish/Jasper County Public Facilities Corporation. Ms. Burgess also noted that the public hearing would be held at the first meeting of June.

Motion to approve: Councilman Garbade

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

15. Andrew Fulghum - Consideration of the 1st reading Of An Ordinance To Levy And Impose A One Percent Sales And Use Tax, Subject To A Referendum, Within Jasper County Pursuant To Section 4-37-30 Of The Code Of Laws Of South Carolina 1976, As Amended; To Define The Specific Purposes And Designate The Projects For Which The Proceeds Of The Tax May Be Used; To Provide The Maximum Time For Which Such Tax May Be Imposed; To Provide The Estimated Cost Of The Projects Funded From The Proceeds Of The Tax; To Provide For A County-Wide Referendum On The Imposition Of The Sales And Use Tax And The Issuance Of General Obligation Bonds And To Prescribe The Contents Of The Ballot Questions In The Referendum; To Provide For The Conduct Of The Referendum By The Board Of Voter Registration And Elections Of Jasper County; To Provide For The Administration Of The Tax, If Approved; To Provide For The Payment Of The Tax, If Approved; And To Provide For Other Matters Relating Thereto.

Mr. Fulghum was present to review and discuss the consideration of the 1st reading of an ordinance to levy and impose a one percent sales and use tax, subject to a referendum, within Jasper County pursuant to Section 4-37-30 Of The Code Of Laws Of South Carolina 1976, as amended; to define the specific purposes and designate the projects for which the proceeds of the tax may be used; to provide the maximum time for which such tax may be imposed; to provide the estimated cost of the projects funded from the proceeds of the tax; to provide for a County-Wide Referendum on the imposition of the Sales And Use Tax and the issuance of General Obligation Bonds and to prescribe the contents of the ballot questions in the Referendum; to provide for the conduct of the Referendum by the Board Of Voter Registration And Elections of Jasper County; to provide for the administration of the tax, if approved; to provide for the payment of the tax, if approved.

Motion to approve: Councilman Garbade

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

16. Lisa Wagner – Consideration of the **1st reading** of an Ordinance to amend: (i) Ordinance O-2022-16 to adopt updated standards for the Planned Development District encompassing a 38.84 acre parcel located on U.S. Highway 278 (the “Property”); and (ii) Ordinance O-2022-14 to amend the development agreement (the “Development Agreement”) between Jasper County (the “County”) and Conduit Street Partners, LLC (“CSP” or the “Developer”) that governs CSP’s development of the Property into a 275-unit single-family residential community (the “Project”); in both cases to allow for the possibility that the Project may include not only “for rent” residential dwellings, but also “for sale” residential dwellings; and matters related thereto.

Ms. Wagner reviewed the staff report in the agenda packet. She reviewed and discussed the consideration of the 1st reading of an Ordinance to amend: (i) Ordinance O-2022-16 to adopt updated standards for the Planned Development District encompassing a 38.84 acre parcel located on U.S. Highway 278 (the “Property”); and (ii) Ordinance O-2022-14 to amend the development agreement (the “Development Agreement”) between Jasper County and Conduit Street Partners, LLC (also known as CSP) that governs CSP’s development of the Property into a 275-unit single-family residential community (the Project); in both cases to allow for the possibility that the Project may include not only “for rent” residential dwellings, but also “for sale” residential dwellings.

Motion to approve: Councilman Garbade

Second: Councilman Rowell

Vote:

Councilman Garbade: Yes

Councilman Rowell: Yes

Chairman Sauls: Yes

Councilman Kemp: No

The motion passed.

17. Kimberly Burgess - Consideration of the **1st reading** of an Ordinance To Provide For The Levy Of Tax For Public Purposes In Jasper County For The Fiscal Year Beginning July 1st, 2024 And Ending June 30th 2025 And To Make Appropriations For Said Purposes; To Adopt And Approve The Jasper County Capital And Operations Budget For Fiscal Year 2024-2025, To Adopt And Approve The Jasper County School District Capital And Operations Budget For Fiscal Year 2024–2025; To Provide For The Levy Of Taxation For Fiscal Year 2024–2025; To Limit The Disbursements By The County Treasurer To Those Appropriated By Law; To Provide That Expenditures Not Exceed Appropriations; To Authorize Tax Anticipation Notes; To Make Authorization Of Certain Transfers; To Provide For Additional Appropriations And Borrowing; To Codify Jasper County Rates And Fees; To Provide For Lapsing Funds And Continuing Appropriations For Subsequent Years; To Require Certain Agencies And Departments To File Accountings; To Require The Treasurer To Sign General Fund Checks; To Provide Special Rules For Travel And Training Disbursements;

To Provide For Travel Reimbursements; To Provide Compliance With Act No. 317 Of 1990; To Provide Certain Benefits To Council Members; To Provide For County Commission And Committee Stipends; To Provide For Jury Mileage; To Adopt Property Values; And To Provide For Effective Date Of This Ordinance

Ms. Burgess reviewed the budgetary figures with Council. She and was present to discuss this request for the consideration of the 1st reading of an Ordinance to provide for the levy of tax for public purposes in Jasper County for the fiscal year beginning July 1st, 2024 and ending June 30th 2025 and to make appropriations for said purposes; to adopt and approve the Jasper County Capital And Operations Budget For Fiscal Year 2024-2025, to adopt and approve the Jasper County School District Capital And Operations Budget For Fiscal Year 2024–2025; to provide for the levy of taxation for Fiscal Year 2024–2025; to limit the disbursements by the County Treasurer to those appropriated by law; to provide that expenditures not exceed appropriations; to authorize tax anticipation notes; to make authorization of certain transfers; to provide for additional appropriations and borrowing; to codify Jasper County Rates and Fees; to provide for lapsing funds and continuing appropriations for subsequent years; to require certain agencies and departments to file accountings; to require the Treasurer to sign General Fund Checks; to provide special rules for travel and training disbursements; to provide for travel reimbursements; to provide compliance with Act No. 317 Of 1990; to provide certain benefits to Council Members; to provide for County Commission and Committee Stipends; to provide for Jury Mileage; to adopt property values; and to provide for effective date of this ordinance.

Motion to approve: Councilman Kemp

Second: Councilman Garbade

Vote: Unanimous

The motion passed.

CITIZEN COMMENTS

18. Open Floor to the Public per Ordinance 08-17 Any citizen of the County may sign to speak in person at the Council Meeting (before the Council Meeting’s 6:30PM start time on the Sign-In Sheet on the Podium), to address 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.

Pamela Shuregot – Discussed procurement policies as they related to Jasper County based upon her experience.

19. Administrator’s Report: Mr. Fulghum reviewed the information in his report. There were no Action Items requiring a vote from the Council in the Administrator’s Report.

CONSENT AGENDA

20. Approval of the Minutes of 03.04.2024 and 03.12.2024

Minutes - 05.06.2024

END OF CONSENT AGENDA

21. Council Members Comments: Councilmember Comments were given but there were no comments that required action.

22. Possible Return to Executive Session to Continue Discussion on Matters Regarding Agenda Item II. **Council may act on any item appearing on the agenda including items discussed in executive session.* There was no need to return to the Executive Session for this meeting. For additional information on this meeting, for any of the presentations visit our website for this meeting's agenda e-Packet or for the video go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA

Adjournment

Motion to adjourn: Councilman Kemp

Second: Councilman Rowell

Vote: Unanimous

The motion passed and the meeting adjourned.

Respectfully submitted:

Wanda H. Giles
Clerk to Council

L. Martin Sauls IV
Chairman



JASPER COUNTY COUNCIL

SPECIAL CALLED WORKSHOP

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

Wednesday, May 15, 2024
MINUTES

Officials Present: Chairman L. Martin Sauls IV, Vice Chairwoman Barbara B. Clark, Councilman John Kemp, Councilman Joey Rowell and Councilman Coy Garbade.

Staff Present: County Administrator Andrew Fulghum, Clerk to Council Wanda Giles, County Attorney David Tedder, Kimberly Burgess, Nicole Holt, and Videographer Jonathan Dunham.

Others Present: Mike Skinner, Treasurer and Brenda Carroll, Baird Audit Group LLC

Call to Order:

Chairman Sauls called the Council Meeting to order and the Report of Compliance with the Freedom of Information Act was read for the records as follows: *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.*

Pledge of Allegiance and Invocation: The Pledge to the Flag was given and the Invocation was given by Vice Chairwoman Barbara Clark.

Approval of the Agenda:

Motion to approve: Councilman Kemp

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion passed.

Brenda Carroll – Presentation and Discussion – Independent Accountants’ Report by The Baird Audit Group LLC (Treasurer’s Office)

Chairman Sauls noted that at this time that Council had the County’s Auditor here, Ms. Brenda Carroll, to present her findings of the Audit recently completed for an Independent Accountants’ Report by The Baird Audit Group LLC. Chairman Sauls also noted that we have copies of the audit if anybody would like a copy that there were copies available.

Ms. Carroll noted that just to clarify things this was an agreed upon procedures engagement and it was not a full financial audit and noted that it was very much less in scope than an audit so they were not giving an opinion on this, but were just going through the procedures that we enumerated and the findings that we had. She reviewed the first page in its entirety for the Independent Accountant’s

Report on Applying Agreed Upon Procedures. She noted that the findings were reported in Attachment A which was attached to this report (See Attachment A: Independent Accountant's Report on Applying Agreed Upon Procedures and their findings). For additional information see the please visit our website for this meeting's video and go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA.

Finding # 1 additional information:

Ms. Carroll read through Finding # 1. She noted that just to clarify things that what has happened was that the revenue actually ended up not being recorded for quite a few months, so you had no revenue reported in your financial statements. This meant that the County's financial statements were not in accordance with Generally Accepted Accounting Principles and that the County did not have a way to monitor their budgets based upon the financial statements and the General Ledger at that point in time. Chairman Sauls asked if that was now being done. She noted that it was being done now. Ms. Burgess noted it was being done now by the Finance Department. Chairman Sauls asked Mr. Skinner if he was in agreement with that. Mr. Skinner said he was.

Finding # 2 additional information:

Ms. Carroll read through Finding # 2. Ms. Carroll noted that Lisa Wechsler had done a lot of the work. Ms. Burgess noted that Ms. Wechsler actually recorded the revenue from July until February. She noted that then the Finance Department took it over in March, and they had primarily completed March (noting there's a few items we need additional information on) but that they had not yet reconciled the bank accounts, which was the next step.

Ms. Burgess also mentioned that the Finance Department only reconciles the General Fund (which is primarily where the accounts payable checks are written from and where the County's tax apportionments are recorded). She noted, however, that the Treasurer has tax accounts of his own and Finance doesn't have any access to those. She noted that the Finance Department would not reconcile those and that they don't have access to those accounts. She noted that Finance would only reconcile the General Fund and a few others like the Business License, Legislative Delegation, and Accommodations and Hospitality Tax Accounts. She said that there's many accounts that the Treasurer has that the Finance Department does not have access to.

Chairman Sauls asked Treasurer Skinner that the ones Finance does not have access to if he was reconciling those. Treasurer Skinner said that his deputy and he would reconcile their accounts and noted that he had contacted Ms. Wechsler but had not heard back from her. He said he was not aware of the agreement that she had with the County on reconciliations. Ms. Burgess said that she thought it would be beneficial for Ms. Wechsler to work on the reconciliations. Ms. Burgess noted that the Treasurer's Account, the Probate Account, the Magistrate Account, the Clerk of Court Account and the General Fund have been reconciled by Ms. Wechsler since 2011. Ms. Burgess said we it is an annual agreement that the County makes with her to reconcile bank accounts, and to prepare the financial statements for audit as she had done for several years.

Chairman Sauls asked Mr. Skinner if he was agreeable with that, and he said he was. Councilman Kemp discussed the use of outsider personnel versus County Financial Staff. He asked why we used other outside sources rather than our staff. Ms. Burgess noted that we do not have the personnel to do that and that one reason they were using Ms. Wechsler was that she is a CPA, and Councilman Kemp noted that we hired her firm he believed. Ms. Burgess noted that she is qualified for that type of work while other staff in the Finance Department is not. Ms. Carroll said that they needed

determination should be made as to the allowable use of these funds. Councilman Kemp noted that he had a question for the audit. Councilman Kemp asked her to explain the transfers into other accounts were made backwards. Ms. Carroll noted that the debits and credits were reversed when they had been input into the system. She said it was a clerical error of how they were input. Ms. Burgess noted it was actually the cash transfer because nothing had been posted. Ms. Burgess said the money was actually withdrew from the account versus being deposited into the account.

Finding # 3 additional information:

Ms. Carroll read through Finding # 3. After this Chairman Sauls asked if that legal determination Ms. Carroll had mentioned had been done or was in the process of being done. Ms. Carroll said she was not sure. Councilman Kemp said he was not sure of the status on that but there is a problem that is not the legality it's how you describe for it. He noted that in what they are talking about, that a government that issues licenses and plates and reevaluates revalidation decals pursuant to that section, may charge a \$1 fee to defray expenses associated with the issuance of license plates and revalidation decals. He compared it to the SRO's in that we pay the SRO's through our budget but when the school gives us money back do we take it, because we don't give it to the school, we don't give it to the sheriff we keep it because it's a transfer of money. We are just being reimbursed for something we put out so that's the determination that we have to make with this.

Mr. Tedder mentioned the memo he had given to the Council back in December or January and discussed what that memo about what his determination of a Governmental Subdivision was. Mr. Tedder said after his review based on background information about his interpretation was about a Governmental Subdivision was that it was his conclusion that this money belonged to the General Fund of the County. He noted that if the Treasurer wished to obtain additional equipment or whatever that would be subject to the county's procurement code, because all elected officials do follow our procurement code for statute, so the only appropriating authority that we have is the County Council or the School Board when it comes to the school board district funds.

That being said any funds that are appropriated unless specifically authorized by statute as in the case of Title 4 Funds Sheriff Forfeit funds with specific statute that says they get to keep the money and certain things with it that's the distinction that the Sheriff's Department is told specifically in forfeiture funds it can spend money on A, B and C this particular says it goes to the Governmental Subdivision we are the Government Subdivision. That doesn't mean Mr. Skinner doesn't have a need for it he can present it to the council and say I this is what I need, and Council can then know how much money they need. Bonuses are entirely different and as I pointed out in our discussions this is a very difficult situation to deal with. The Attorney General has come down over decades about how you can do an incentive payment (as they are no longer called bonuses) and the constitution prohibitions against certain things.

Skinner said he had reached out to the South Carolina Association of Treasurers and Tax Collectors on what that stack of money was and what it is used for. He said it is an agreement between the DMV and the SC Treasurer's Office to include all of us here at our County level. He noted that it was made for us to supplement our employees to offset the cost of issuance, and to be used as whatever I want but it was not meant for the County to lord over it and for the Treasurer to come back for the money. He said it was put in place so they could have an offsetting cost feature for taking on that job from the DMV. He said that is again to include salary supplementals, machines, check scanners and things like that. He said he had talked with Ms. Bostick, with the Clerk of Courts, Verna Garvin with past checks,

and he got with HR to make sure he had done the taxes properly and corrected the mistake had made. He said he wanted it to be done right.

Chairman Sauls asked if we were good going forward. Mr. Skinner did not verbally respond. Mr. Tedder said he did not know if we were good going forward or if a special account had been set up for the decal funds. He also noted that if an account was set up who was in control of it. Mr. Skinner noted that he was in control of it. Mr. Tedder said that this was a problem in his opinion because no Elected Official is given an Appropriation Authority other than the Council. He also noted that the agreement with the DMV is with the County.

Mr. Skinner said that this was how every County in the state does this. Chairman Sauls said to get together and figure that part out and come back with a recommendation to Council if that's what is needed. Councilman Kemp asked what was done in the past.

Mr. Tedder said the money was just kept in an account and built up over time. He said it was his understanding, not verified by him, that Ms. Garvin paid employees and incentive payment, but he didn't know how many times. It was reported as payroll so the W2, FICA, etc., was reported. He said regardless of the past it just needed to be right going forward.

Councilman Kemp said he understood moving forward, but wanted to know what predicated this because it was history. Ms. Burgess said that Ms. Garvin had a Decal Bank Account, like what Mr. Skinner now has. She said that at the end of her tenure she took the money out of that which was approximately \$90,000 and transferred it to the General Fund and closed that bank account. Ms. Burgess said that what she did with it prior to that no one had access to except her. She said now Mr. Skinner had opened an account up, but he was upset by the fact that those monies were turned over and that is what precipitated this. Chairman Sauls said for them to figure it out because it was not for his wheelhouse or anyone's on Council to figure this out. Chairman Sauls asked Ms. Carroll to continue.

Finding # 4 additional information:

Ms. Carroll read through Finding # 4. Chairman Sauls asked about the monies that had been paid out twice, or moved to an account where they should not have been, he asked Treasurer Skinner if we had been able to recoup that money. He also asked if that money had been put back where it needed to be. Treasurer Skinner said yes that all but one had been done. He said the Nickel Plate Fund with Hardeeville. He said this was the last one, and that it should be completed tomorrow. He said they had been working on these issues and that with their new procedures they had resolved for the future.

Vice Chairwoman Clark asked if the money was paid to Nickel Plate if they were supposed to receive that money. Treasurer Skinner said he was not sure why this had happened, but said no they should not have received it. He noted that they have good procedures now in place so it would not happen again.

Finding # 5 additional information:

Ms. Carroll read through Finding # 5. She noted that this just needs to be followed up on to ensure that changes have been made and documentation of how they are recorded going forward. Mr. Skinner said yes, but to clarify from August to September that their statements had 5 cents per

transaction fee and again part of the negotiation with GPS the Company was that they would pay no fees. He said they were actually paying that and reimbursing it out of their 3% fee that they take to the company. He said it wasn't shown since it was included with the deposit and all the other payments, so it is kind of convoluted on that so going from September on that won't be shown. The \$6 a month fee he noted he is still working on them with that. He noted that they could set up a workshop to go over the changes and what they had found out and were implementing. Mr. Tedder confirmed that the person who uses the card is the person who pays the fee not the County. Councilman Kemp asked about gross versus net fees and Ms. Carroll explained that information.

Finding # 6 additional information:

Ms. Carroll read through Finding # 6. She said a lot of this came from the fact that since the revenues were not recorded the bank accounts could not be reconciled. She also noted that if someone outside of the Treasurer's Office is going to reconcile those accounts only the Treasurer's Office is going to have all of the information as to the source and purpose of the funds. She said that they are going to have to provide that information to whoever does the reconciliations and the postings. Mr. Skinner said after the first couple of months, Kimberly Lisa and he had worked out and it and its working much better.

Finding # 7 additional information:

Ms. Carroll read through Finding # 7. Mr. Skinner the City tax field he gave an example here and with 3 tax bills to Ridgeland Sol and there was no detail. It shows the initial real property tax, at \$133,000 another bill at \$177,000 and they paid that but neither were correct because a FILOT bill of \$215,000 was to be sent out by the Auditor. He said in February the Auditor found out they were supposed to have paid the FILOT bill. He noted that they have already paid the \$177,000 and he has already given that money out. So in February it comes back that he had to refund all of that so they could get their money back so they wait for that and in March they finally gets the right FILOT bill and pay that. He said that is why this is so difficult because of the moving parts which happen to occur in collections.

Andrew Fulghum noted that he had attended a meeting about 6 months ago with the Auditor on Exit 3 and that we had software issues which allowed us to turn this off of our arena by tuning off the Ad Valorem tax bill and they get a FILOT bill. Mr. Skinner said this had been done and it is to be turned off.

Finding # 8 additional information:

Ms. Carroll read through Finding # 8. Chairman Sauls asked if we had segregated duties within the office. Ms. Burgess said the Finance Office has made attempts to prevent this from happening and are inspecting the exceptions. We bought a new printer that uses MICR Printing which is magnetic ink which may help in the scanning and picking it up. We paid the software company to rewrite the positive pay which is a report to be sent over to the Treasurer and then he uploads it to the bank so that drives if the check is valid or not. She said Finance monitors for the exceptions.

She said they had reached out to Treasury Navigator because they continue to have multiple check exceptions daily. They said it was an issue on them in as far as reading the wrong line on the check. She said the Fnance Office continues to do that instead of the Treasurer's Office. Mr. Fulghum said he had a problem with that because it imbalances internal controls because the person writing the checks is also reviewing the checks. He said those duties had to be separated. Ms. Burgess continued

to explain this process, noting that the checks which should be verified through the Treasurer's Office meant that that every check should be reviewed not just a sample of checks as Treasurer Skinner mentioned. She noted that they are given a report which will verify the checks written because the Finance Department shouldn't be writing and reviewing the checks.

Finding # 9 additional information:

Ms. Carroll read through Finding # 9. She said there were no written procedures prior to now, but new ones are being worked on now. Councilman Kemp asked if that was written up in a previous audit, Ms. Carroll said she would have to look into that.

Finding # 10 additional information:

Ms. Carroll read through Finding # 10. Ms. Burgess said that she had budgeted for additional staff for this reason to record revenue. We will need someone to do this full-time. She noted that Mr. Skinner receives the checks and makes the deposits. She said it would be more work, but they should have additional help.

Finding # 11 additional information:

Ms. Carroll read through Finding # 11. She noted that when books are not kept accurate there is a possibility for fraudulent activity. Ms. Burgess said they only record revenues for any deposits for the General Fund. The other revenue accounts are not being recorded in the books of the County the way the General Fund is being done. It would have to be recorded at audit time as we have no access to the bank accounts or have the bank statements.

Chairman Sauls said this is a baseline to get it right. He said our Financials have to be on point to be done appropriately for the County. We need to focus on where to get things right on our Finances in our County. He said that Council is responsible for the citizens money. He said Council had spent \$96,000 outside of the budget to try to get things corrected.

Councilman Kemp said the Council is now finding out that this is procedures he said we almost need something like an MOU between the Treasurer and the County. He said he found it difficult that there were no procedures in place prior to this and that we need to get both operation and cooperation from all parties.

Councilman Rowell said with policies and procedures being completed how often would finance and the treasurer get together to see if it's all working properly. Mrs. Burgess said that would be done almost daily and Mr. Skinner said he was making it almost dummy proof for the next person. Mr. Scanner said that Ms. Wechsler would not make policies and procedures for them. Ms. Burgess said that's not what she was retained to do. She also noted that this was what the County thought Malden and Jenkins was going to do for us. He said they were in 6 months too late and that there is a lot to do in that office and things get done.

- **Kimberly Burgess – Update and Overview of FY 24/25 Jasper County Budget**
- **Discussion – FY 24/25 Jasper County Budget**

Ms. Burgess reviewed the requested information on the FY24/25 Jasper County Budget and gave updates and reviews of the line items as requested. She addressed issues of concern and discussed the

following items: Revenues; Budget requests; Final estimates for FILOT Agreements; Cash Carry Forward; ARPA revenues and expenditures; the Pratt Library and Affordable Housing; Proposed fee schedules; Fuel cost; New positions; Emergency Services; Employer portion of benefits; Expenditures; Changes; Corrections and Additional Requests.

➤ **Adjourn**

For additional information on this meeting please go to our page on the County website for this video and go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCjIA

Adjournment

Motion to adjourn: Vice Chairwoman Clark

Second: Councilman Rowell

Vote: Unanimous

The motion passed and the meeting adjourned

Respectfully submitted:

Wanda H. Giles
Clerk to Council

L. Martin Sauls IV
Chairman



Attachment "A"

INDEPENDENT ACCOUNTANTS' REPORT
ON APPLYING AGREED UPON PROCEDURES

County Council
Jasper County, South Carolina
358 Third Avenue
Ridgeland, SC

We have performed the procedures enumerated below, which were agreed to by Jasper County, South Carolina's management, solely to assist the users in evaluating the processes in place in the Treasurer's Office for the period from July 1, 2023 through February 29, 2024. The sufficiency of these procedures is solely the responsibility of the specific users of the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose. Our procedures were as follows:

1. We interviewed Mike Skinner, Jasper County Treasurer regarding policies and changes in procedures from prior years.
2. We requested copies of written procedures where available.
3. We reviewed procedures for receiving, depositing and recording tax revenues by Treasurer's office.
4. We reviewed procedures for receiving, depositing, and recording state appropriations received.
5. We compared receipts to bank statements and reports to Finance Office.
6. We reviewed procedures for preparing apportionment reports.
7. We reviewed apportionment reports and compared to bank statements and disbursements.
8. We recalculated apportionment reports.
9. We interviewed all staff of the Treasurer's office regarding internal controls, segregation of duties and operations of the Treasurer's Office.
10. We prepared a management representation letter for signature by Mike Skinner and management.

Our findings are reported in Attachment A to this report.

These agreed upon procedures are substantially less in scope than an examination, the objective of which is not to express an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information of the management of Jasper County, South Carolina and the parties listed in the first paragraph and should not be used by those who did not participate in determining the procedures.

Sincerely,

Baird Audit Group, LLC

The Baird Audit Group, LLC
Certified Public Accountants

Augusta, Georgia
April 29, 2024

Attachment "B"

Jasper County, South Carolina Agreed Upon Procedures - Findings Schedule A

Finding 1

The change in the Treasurer's Office on July 1, 2023 resulted in confusion and deficiencies in the accounting system of Jasper County, South Carolina. The entire staff was changed (with the exception of one person who worked for a short time with the previous Treasurer). The lack of trained personnel and understanding of the duties of the office resulted in accounting issues in recording cash receipts and deficiencies in internal control.

While some procedures have now been strengthened and put in place, the interface between the Treasurer's Office and the Finance Office needs to be formalized and written procedures established to allow for proper transfer of recorded transactions and to maintain adequate internal controls and segregation of duties.

The previous Treasurer recorded all the cash receipts into the County's software. The recorded receipts were monitored by the Finance Office and accepted into the general ledger. These transactions are the responsibility of the Treasurer's office and should have been recorded in that office. The bank accounts should have been reconciled in the Treasurer's office and provided to the Finance Office to enable reconciliation of the general ledger accounts. The Finance Office must have access to this information to insure the general ledger accounts and financial statements are accurately presented. Only the Treasurer's Office would have the necessary information to accurately reflect the source and purpose of cash receipts received by that office.

Finding 2

The State Funds Account functions as an ACH (automated clearing house) account for the State of South Carolina to electronically transfer funds to the County. Several deficiencies were noted in the processing of these funds.

1. There was a lack of proper identification of revenues which resulted in funds being put in incorrect accounts.
2. Transfers into other accounts were made backwards.
3. Some transfers into accounts were duplicated.
4. Lisa Wechsler CPA reconciled this account through the end of February 2024, but some adjustments will still be necessary to ensure all transfers of cash are corrected.

Additional training and oversight should be put in place to ensure that employees understand the procedures and entries that are needed. These accounts must be reconciled to be certain that transfers are made accurately and in a timely manner.

Finding 3

Bonuses were paid to the employees of the Treasurer's Office in December from the Decal Account. According to Section 56-2-2740 a governmental subdivision that issues license plates or revalidation decals pursuant to this section may charge a one-dollar fee to defray the expenses associated with the issuance of license plates and revalidation decals. The bonuses were \$750 to each employee and \$1,000 to the Treasurer. While the bonuses were included in the W-2 salaries of each employee, the payroll taxes related to these bonuses were paid by County funds. Funds were also used to purchase a piece of equipment for the Treasurer's Office. Discussions with the Treasurer indicated that he felt this one-dollar fee could be used for whatever purpose he deemed necessary. After discussions on the bonus payments, the County was reimbursed for the December 2023 payroll taxes paid by the County in April 2024. A legal determination should be made as to the allowable use of these funds.

**Jasper County, South Carolina
Agreed Upon Procedures - Findings
Schedule A**

Finding 4

The Tax Account is the Treasurer's account that holds the majority of funds received for county-wide tax collections. The monthly tax apportionment reports from QS1 were not accurately prepared because the print options for the reports were not input correctly. Delinquent taxes were included in the current tax apportionments which resulted in paying out delinquent taxes twice for two subsequent months. Apportionments for vehicles inaccurately included the County's Road Maintenance fees in the apportionments for the City and Town. All monthly tax apportionments need to be rerun with the correct settings and reconciled against the actual tax payments for each tax district. This process was started by Lisa Wechsler, CPA but needs to be established as a standard procedure monthly to verify and reconcile apportionments to the actual tax payments.

Past apportionments need to be verified and any necessary adjustments made as soon as possible.

Finding 5

A new credit card system was implemented. Fees and adjustments need to be reconciled from the monthly statements to ensure accuracy. A complete understanding of the process needs to be documented to determine if the fees are gross or net fees. Discussions with the Treasurer indicated some confusion in the new process. The Treasurer was in contact with the credit card company to verify the recording of transactions and fees on the monthly merchants' statements.

-- Finding 6

The general fund account holds the County's revenues and makes payments for payroll and vendors. The cash receipts were not recorded in the general fund account by the Treasurer's Office. Lisa Wechsler, CPA, has been working on reconciling this account; however, there was difficulty in identifying the nature of the deposits. Deposits should be identified and recorded by the Treasurer's Office. They receive and are responsible for all revenues received. Support for the source of funds received, the amounts received, and the appropriate coding of the receipts must be maintained by the Treasurer's Office. Without this information it is impossible for the recording to be reconciled accurately. The missing information was printed from Treasury Navigator which is the online banking app for South State Bank. The bank is not responsible for securing and storing the County's accounting records.

If an outside CPA or another office is going to post and reconcile the receipt of revenues, complete documentation must be provided to allow for accurate reporting.

Transfers from the State Funds Account and the Tax Account are not being made in a timely manner because the accounts were not accurately reconciled on a timely basis. All accounts should be reconciled at the end of each month and transfers made immediately.

The general fund account needs to be accurately reconciled through the current period and any needed adjustments made to accurately reflect the finances of the County.

Finding 7

The County received correspondence from the Town of Ridgeland regarding an overpayment of approximately \$33,000 of Fee in Lieu of Tax funds. Apparently, a report showing negative FILOT was presented for February. Failure to review the reports adequately and to respond to questions from the Town in a timely manner resulted in concerns about the operations of the Treasurer's Office. In addition, vehicle tax payments were not separated from ad valorem tax payments preventing the Town of Ridgeland from being able to accurately record the payments on their books. Not having sufficient understanding of the importance of verification and documentation of revenues resulted in creating additional work as well as concerns of accuracy from an outside source. All apportionments should be thoroughly reviewed and any negative amounts thoroughly investigated prior to issuing apportionments. Any

**Jasper County, South Carolina
Agreed Upon Procedures - Findings
Schedule A**

correspondence regarding apportionments needs to be addressed immediately to alleviate this type of concern. This will require a detailed review of all activity since July 1, reprinting the reports and reconciling to the payments issued and any corrections needed made and clearly documented.

Finding 8

Check verifications through positive pay were handled by the Treasurer's office during the past administration. The Finance Office did not have access to Treasury Navigator to review and verify checks. Two fraudulent checks were paid by the bank in 2 months. The same check number was used three times. The original check number was written to Grainger, the same check number was presented using two different payees in subsequent months. Since the Finance Office issues most of the checks, they should not approve any questionable checks. Being able to approve the duplicate checks could allow the person issuing checks to knowingly issue fraudulent checks.

I was informed during my review that the bank will now not honor duplicate check numbers; however, it is possible that illegible or misprinted check numbers could still be paid. Having the same office, especially one as small as the Finance Office, both issue and approve the checks would not provide adequate segregation of duties.

Finding 9

Our interviews with the staff of the Treasurer's Office, Finance Office, and outside CPA all indicated that there was a need for additional training as well as communication between the Treasurer's Office and Finance Office. The staff of the Treasurer's Office appears to be working as a cohesive team currently but consistently felt like having a lack of training and no written policies and procedures to follow hindered their progress. None of the staff have formal accounting backgrounds which resulted in a lack of understanding of reconciliation or documentation procedures. The Treasurer's Office has started working on written policies and procedures for the office which will be maintained on the County computer system and updated as changes are made to procedures. This will hopefully prevent chaos due to changes in the Treasurer or staff going forward.

We recommend that all departments establish written policies and procedures for their departments to prevent misunderstandings or confusion when there is transition.

Finding 10

Procedures need to be established and documented as to who will be responsible for the recording of revenues received. It is normally the responsibility of the Treasurer's Office to input this information and then transfer it to the Finance Office for acceptance and posting to the general ledger. This would allow for segregation of duties due to the small staff size and better internal control. If the Treasurer's Office does not record the revenues, it will be imperative that they provide all the supporting documentation and bank statements to the Finance Office to enable the Finance Office to accurately record the cash receipts. If the Finance Office takes on this responsibility, the Finance Office would have to hire additional staff to enable them to perform these functions in a timely manner. The additional staffing would help to alleviate the problems of internal control and segregation of duties if this responsibility is moved to the Finance Office.

Finding 11

The lack of training and understanding of the procedures necessary to properly record revenues received and amounts due to other agencies has resulted in the books and records of Jasper County being materially incorrect for most of this fiscal year. Since the revenues were not recorded accurately and on a timely basis, financial statements for each month were not able to be produced. This failure resulted in an inability to adequately monitor budgeted revenues, cash availability, or liabilities to other agencies and could have resulted in fraudulent activity that would not have been discovered and corrected in the normal course of business.