

**SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION
&
TOURISM**

PROCUREMENT CERTIFICATION FORM

GRANTEE NAME: City of Gaffney

PROJECT NAME: _____

I hereby certify that all labor, materials and contracts acquired or performed in the accomplishment of the above named project will be accomplished in accordance with the named entity's established procurement guidelines. Any questions, concerns or grievances should be directed to this agency.

Jamie Caggiano
PRINTED NAME

Asst. City Administrator
TITLE


SIGNATURE

1/30/24
DATE

**Statement of Non-Discrimination
By Organizations Funded in the
South Carolina General Appropriations Act**

To meet requirements of a provision of the South Carolina General Appropriations Act regarding your funding, please fill in the blanks below, sign and return to PRT with your other credentials. If desired, you may retype the statement on your own letterhead.

Statement of Non-Discrimination

_____1/30/24_____

Date

Assurance is hereby given by the

_____City of Gaffney_____

(Name of Organization)

that no person shall, upon the grounds of race, creed, color or national origin be excluded from participation in, be denied the benefit of or be otherwise subjected to discrimination under any program or activity for which this organization is responsible.

Signature _____

Title _____Asst. City Administrator_____

Organization Certifications

- 1) Organization hereby gives assurance that no person shall, upon the grounds of race, creed, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity for which this organization is responsible.
- 2) Organization certifies that it will provide quarterly spending reports to the Agency Providing Contribution listed above.
- 3) Organization certifies that it will provide an accounting at the end of the fiscal year to the Agency Providing Contribution listed above.
- 4) Organization certifies that it will allow the State Auditor to audit or cause to be audited the contributed funds.



Asst. City Administrator
Title

Jannet Caggiano
Printed Name
1/31/2024
Date

Certifications of State Agency Providing Contribution

- 1) State Agency certifies that the planned expenditure aligns with the Agency's mission and/or the purpose specified in the appropriations act.
- 2) State Agency certifies that the Organization has set forth a public purpose to be served through receipt of the expenditure.
- 3) State Agency certifies that it will make distributions directly to the organization.
- 4) State Agency certifies that it will provide the quarterly spending reports and accounting received from the organization to the Senate Finance Committee, House Ways and Means Committee, and the Executive Budget Office by June 30, 2024.
- 5) State Agency certifies that it will publish on their website any and all reports, accountings, forms, updates, communications, or other materials required by Proviso 117.21 of the appropriations act.
- 6) State Agency will certify to the Office of the Governor that it has complied with the requirements of Executive Order 2022-19 by June 30, 2024.



Agency Head Signature
2/2/24
Date

Duane Parrish
Printed Name

South Carolina Department of Parks, Recreation & Tourism

Undiscovered SC Grant Program

GRANT AWARD AGREEMENT

AGENCY: City of Gaffney

PROJECT NUMBER: 2023-030

PROJECT TITLE: Jolly Park Conference Center

PROJECT PERIOD: 10/01/2023 – 09/30/2025

Project Scope: This project will renovate the historic building next to Henry L. Jolly Park, located at 100 Railroad Ave., Gaffney, to bring it up to code to be used for events and meetings. The grant includes engineering and architecture; environmental abatement; and demolition and renovations.

PROJECT COST:

State Share \$200,000.00

Local Share \$200,000.00

Total Cost \$400,000.00

South Carolina Department of Parks, Recreation and Tourism (SCPRT) does commit and grant to the Grantee, the sum in dollars set forth in the terms and conditions below for the Project identified in Section 2 below. The acceptance of the Agreement and the Application for Grant, which is incorporated herein by reference, creates a contract between SCPRT and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in the Application and this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices and any other documents or conditions attached herein and incorporated herein by reference.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Application means the Undiscovered SC Grant Program application forms submitted by the Grantee to SCPRT.
- (c) SCPRT means the South Carolina Department of Parks, Recreation & Tourism.
- (d) Grant means the dollars committed by SCPRT to the Grantee for the Project.
- (e) Grantee means the unit of government or organization designated for the Grant and set forth above.
- (f) Project means the project identified and described in the Application.
- (g) State means the State of South Carolina and any agencies or offices thereof.
- (h) Project Period means the project begin and end date for development/construction.



(i) Project Agreement Period means the duration time the grantee must maintain the project and be open to the public, which starts at the grant closure date.

Section 2: PROJECT DESCRIPTION: The , as outlined in the grant application approved by SCPRT, and attached hereto and incorporated herein by reference as Undiscovered SC Grant Program, Number – .

Section 3: AWARD AMOUNT: SCPRT hereby commits an amount not to exceed **\$200,000** or **50%** of the total project cost, whichever is less, to be used only for the Project and related costs as described in the Grant Award Agreement. Eligible costs that can be paid from the Grant shall include only those costs expressly set forth in the Application.

3.1: Approval of Third Party Contracts: The Grantee must submit all proposed agreements with contractors engaged to perform work within the scope of the Grant to SCPRT.

Section 4: AMENDMENTS: Any changes in the scope of work of the Project must be submitted in writing by the Grantee to SCPRT, and such request must clearly identify the need for the change or relief. Any adjustment granted by SCPRT shall be appended to this Agreement as an amendment.

Section 5: PERFORMANCE: By acceptance of this Grant, the Grantee warrants that it will complete or cause to be completed the Project as described in the approved Application, including any approved amendments appended hereto. Should Grantee fail to cause the completion of all or part of the Project, SCPRT shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed as determined by an audit as provided for in Section 7 below.

Section 6: FUNDING OVERRUNS/UNDERRUNS: The Grantee agrees that it will return surplus Grant funds that result from project cost underruns, and that it will commit and provide monies from its own resources for cost overruns that are required to complete the Project. This Agreement creates no obligation on the part of SCPRT or the State to provide funds for the cost overruns.

Section 7: AUDIT: The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project, and submit a copy of the audit report to SCPRT. The Grantee agrees that it will reimburse SCPRT for unauthorized and unwarranted expenditures disclosed in the audit. Upon request of SCPRT, the Grantee shall make available, and cause any non-profit involved to make available, for audit and inspection by SCPRT and its representatives all the books, records, files and other documents relating to any matters pertaining to the Project, the Application or this Agreement. The Grantee shall have prepared an audit of Grant funds received under this Agreement that adheres to the following audit requirements, whichever is applicable:

(a) Generally accepted auditing standards established by the American Institute of Certified Public Accountants, (AICPA);

(b) The General Accounting Office (GAO) Standards for Audits of Governmental Organizations, Programs, Activities, and Functions, latest revised edition (Yellow Book);

Section 8: CONTRACTOR SELECTION: If the Grantee desires to select a Contractor to undertake all or any part of the scope of work of the Project, then the selection of that Contractor by the Grantee must follow applicable procurement laws, regulations and guidelines. The Grantee warrants that it will adhere to all such applicable procurement laws, regulations and guidelines in the selection of the Contractor. In addition, the Grantee may not award contracts to any Contractors who are ineligible to receive contracts under any applicable laws or regulations of the State.



Upon request, the Grantee must make available to the Grantee's auditor, SCPRT, and its representatives, and the public Grantee's records and other documentation of the procurement process and any sole source justification. If the Grantee fails to adhere to procurement procedures required by law, SCPRT may call for repayment by the Grantee for Grant funds that were expended in a disallowable manner.

A Contractor must represent that it has, or will secure at its own expense, all personnel required in the performance of the services covered by this Agreement. Such personnel shall not be employees of, or have any contractual relationship with SCPRT or the Grantee.

All of the services required to complete the Project will be performed by the Grantee and/or a Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

The Grantee and/or a Contractor shall be liable for and pay all taxes required by local, state, or federal governments, which may include, but not be limited to, social security, worker's compensation, and employment security as required by law. No employee benefits of any kind shall be paid by SCPRT to or for the benefit of the Grantee and/or a Contractor or his employee or agents by reason of this Agreement.

The Grantee warrants that it will enforce all terms and conditions of this Agreement upon its Contractors.

Section 9: DISCRIMINATION: The Grantee shall not, and shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 10: INTEREST OF CERTAIN FEDERAL OR STATE OFFICIALS: No elected or appointed State or Federal Official shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

Section 11: INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF GRANTEE, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS: No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or this Agreement. The Grantee shall incorporate, or cause to be incorporated, in all of its contracts or subcontracts relating to the Project and this Agreement this provision prohibiting such interest.

Section 12: PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION: The assistance and Grant funds provided under this Agreement shall not be used for the payment of any bonus or commission for the purpose of obtaining SCPRT's approval of the Application, or SCPRT's approval of Applications for additional assistance or Grant funds, or any other approval or concurrence of SCPRT required under this Agreement. However, the payment from Grant funds of reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Project costs.

Section 13: MAINTENANCE OF RECORDS: The Grantee shall retain records for property purchased totally or partially with Grant funds for a period of three years after its final disposition. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by SCPRT of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 14: MBE OBLIGATION: The Grantee agrees to ensure that minority business enterprises, as identified in Article 21, Sections 11-35-5010 through 11-35-5270 of the 1976 Code of Laws of South Carolina, as amended, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with funds provided under this Agreement. In this regard, the Grantee and its Contractors shall take all necessary and reasonable steps to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The Grantee and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.

Section 15: PROJECT COMPLETION: The Grantee must complete the Project within twenty-four (24) months of the Date of Award of this Grant. Completion is defined as the final documentation by Grantee to SCPRT of Grant funds expended and issuance by SCPRT of a notification in writing of the closure of the Grant. SCPRT may grant extensions to this completion period requirement at its discretion.

Section 16: SANCTIONS: If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, SCPRT may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 17: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 18: APPROPRIATIONS: Notwithstanding any other provisions of this Agreement, the parties hereto agree that the Grant funds awarded hereunder are payable by appropriations from the State. In the event sufficient appropriations, grants, and monies are not made available to SCPRT to pay the compensation and expenses hereunder for any fiscal year, this Agreement shall terminate without further obligation of SCPRT. In such event, SCPRT shall certify to the Grantee the fact that sufficient funds have not been made available to SCPRT to meet the obligations of this Agreement; and such written certification shall be conclusive upon the parties.

Section 19: TERMS AND CONDITIONS: SCPRT reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing SCPRT and any other agency of the State.

Section 20: REPORTING REQUIREMENTS: The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any material issues affecting the Project. Progress reports will be due on the 15th of the month following the end of each quarter after commencement of the Project (April 15th, July 15th, October 15th & January 15th). Failure to submit progress reports will be subject to sanctions identified in Section 17 herein. The Grantee further agrees to complete and submit all quarterly progress reports and any other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by SCPRT.

Section 21: PROJECT START-UP: The project must begin within three (3) months of the Date of Award of the Grant. If the Grantee does not begin the Project within three (3) months of the Date of Award of the Grant, SCPRT reserves the right to rescind the Grant, require the repayment of any Grant funds provided to Grantee and terminate this agreement. For purposes of this section, Grantee shall have begun the Project once it has incurred material obligations in connection with the Project satisfactory to SCPRT to indicate that the Project will be timely completed.

Section 22: LIABILITY AND INDEMNIFICATION: The Grantee understands and warrants that it will defend SCPRT as provided for herein, and that SCPRT accepts no liability for the Project nor any responsibility other than its agreement to provide the Grantee the Grant funds for the Project in the amount shown in Section 3, insofar as such funds are expended in accordance with the terms and conditions of this Agreement. During the term of the Grant, the Grantee shall maintain tort liability insurance or shall have a self-funded and excess liability program with coverage amounts sufficient to meet the limits set forth under the SC Torts Claims Act in Section 15-78-120, as may be amended, for the purpose of indemnifying SCPRT and the State up to the limits set forth in that Act from any and all claims or liabilities arising out of the Project, the Grant, or this Agreement.



Section 23: PAYMENT: The Grantee must submit to SCPRT a certified request for payment for work that is documented by the Grantee. Payment requests should be submitted to SCPRT no more than once a month. SCPRT, upon its approval of the request for payment, shall forward such requests to the Finance Department of the SCPRT. Payments are issued from the Comptroller General's office. The Grantee will certify, to the best of its knowledge, information and belief, that the work on the Project for which reimbursement is requested has been completed in accordance with the terms and conditions of this Agreement, and that the payment request is due and payable from Grant funds. All requests for payment must be certified as valid expenditures by an official representative of the Grantee. Invoices and canceled checks supporting the Grantee's request for reimbursement from Grant funds must be kept on file and be available for inspection at any time. All expenses must be reported in the state's fiscal year in which they occurred. All expenses incurred prior to the June 30 fiscal year-end must be submitted to SCPRT no later than July 10. If July 10 falls on a weekend, then the reimbursement request is due the Friday prior to the 10th.

Section 24: RESPONSIBILITY FOR MAINTENANCE: Maintenance of new roads and other improvements to the Grantee's right of way and/or property is the sole responsibility of the Grantee. Neither SCPRT nor the State shall have any responsibility whatsoever to maintain such roads and other improvements relating to the Project. The Grantee may assign this obligation to any a responsible party with notice and approval from SCPRT.

Section 25: SEVERABILITY: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 26: CONTROL AND TENURE: During the Project Agreement Period, the Grantee may not transfer the rights, privileges, or obligations of the agreement to any other organization without the written approval of SCPRT. The duration of the Project Agreement Period for this project is twenty (20) years.

Budget/Timeline:

Task/Activity	Quarter(s)	Year(s)	Requested Amount	Match Amount
Architecture/Engineering	Q2-Q3	2024	\$35,000.00	\$35,000.00
Demol/Construction	Q1-Q2	2025	\$125,000.00	\$125,000.00
Environmental Abatement	Q3-Q4	2024	\$40,000.00	\$40,000.00
			\$200,000.00	\$200,000.00

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement which has been signed in the space provided below. The agreement must have original signatures and must be returned within fifteen (15) days from the Date.

Deborah C Jordan

Date of Award

1-30-24

Grants Coordinator – SC Department of Parks, Recreation, and Tourism

ACCEPTANCE FOR THE GRANTEE

Signature of Official with Legal Authority

[Signature]

James V. Cassiano, Jr

Print Name of Authorized Official

1/31/24

Date

Asst. City Administrator

Title

WITNESS

[Signature]

Signature of Witness

Date

Britney J Link

Print Name of Witness

1/31/24

dcj