



South Carolina Department of
Parks, Recreation & Tourism

Henry McMaster
Governor

Duane N. Parrish
Director

Memorandum

TO: Accounts Payable
FROM: Tonisha James
DATE: 03/22/2024
SUBJECT: Line-Item Appropriation - County of Dillon - Parks

I have received all necessary information to process a check to the following recipient.

Please issue check to:

Name: Dillon County
Vendor #: 7000030038
Amount: \$263,980.00

10050024/P280NR2024 /P280X2535/5180750000

SCPRT used the data collection template and instructions provided by the Office of the State Auditor to collect from the organization the information required via proviso 117.21 and based on our review distribution appears to be justified.


Ashley Berry, Finance Director

Wendy Bray, AP Manager

Thank You

(86) P280-Department of Parks, Recreation and Tourism

Colleton County - YMCA Type Facility \$ 500,000;
Congaree Complex CDC \$ 100,000;
County of Dillon - Parks \$ 263,980;
Croft State Park - Boy Scouts / Equestrian \$ 750,000;
Cypress Adventures Youth Leadership \$ 200,000;
Daufuskie Marsh Tacky Society \$ 20,000;
Dorchester County - Oakbrooks Sports Complex \$ 1,000,000;
Edisto Island Recreation Facility \$ 2,000,000;
Explore Charleston / College of Charleston - Office of Tourism \$ 1,000,000;
Fairfield County - Greenbrier Community Development Center \$ 50,000;
Florence County - Lions Park Recreation Enhancements \$ 300,000;
Florence County - Poyner Building Renovation \$ 10,000,000;
Fork Shoals Historical Society - McCullough's Cedarhurst Historic Home and Garden \$ 250,000;
Four Holes Indian Robert Davidson Center \$ 250,000;
Friends of the Aiken Railroad Depot \$ 300,000;
Georgetown County - Murrells Inlet Bike Path Project \$ 190,000;
Gibbes Museum \$ 500,000;
Greater Chapin Community Foundation \$ 100,000;
Greenville Zoo \$ 750,000;
Greenwood County Brewer Recreation Center \$ 44,000;
Hampton County - Lighting Safety Upgrades \$ 200,000;
Hollywood American Legion - Building Repairs \$ 80,000;
Horry County - Public Safety Enhancements \$ 5,000,000;
Indian Land Green - Trail and Greenspace \$ 750,000;
International African-American Museum \$ 1,000,000;
Irmo Town Hall \$ 500,000;
Jasper County BMX Track \$ 750,000;
Kershaw Area Resource Exchange \$ 904,173;
Kershaw County - Patriot Landing Boat Ramp \$ 500,000;
Laurens County YMCA - Child Development Center \$ 500,000;
Lindsey Pettus Greenway - Greenway Expansion (Phase 2) \$ 1,000,000;
Lower Richland Diamond Festival \$ 25,000;
Manning Town Center Venue and Park \$ 1,000,000;
Mauldin Sidewalk Safety Improvements \$ 1,000,000;
Medal of Honor Museum \$ 1,000,000;
Myrtle Beach Downtown Revitalization \$ 5,000,000;
Myrtle Beach Football Hall of Fame \$ 30,000;

South Carolina Department of Parks, Recreation & Tourism

LEGISLATIVE/EARMARKED AWARD AGREEMENT

Grantee: County of Dillon
Project Name: County of Dillon - Parks
Grant Period: March 22, 2024 – June 30, 2024
Grant Award: \$263,980.00

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 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.

Section 2: PROJECT DESCRIPTION: Equipment and Park upgrades.

Section 3: AMENDMENTS: Any changes in the scope of work of the grant 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 4: PERFORMANCE: By acceptance of this Grant, the Grantee warrants that it will complete or cause to be completed the activities 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 the review of the final close report as provided for in Section 6 below.

Section 5: 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 6: REPORTING: The Grantee must submit to SCPRT an accounting of the expenditures of Grant funds by June 30th of each fiscal year until the project is complete. The Grantee must submit a final report within 90 days of completion of the project. The report must include a final accounting of all funds expended compared to the budget submitted with the application or amended grant; including a statement demonstrating success of the goal/goals to include the measures used to evaluate the success of the project as stated on the application. The Grantee agrees that it will reimburse SCPRT for unauthorized and unwarranted expenditures disclosed in the review. 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. All organizations classified as a not-for-profit/non-profit should submit a quarterly update on project status, including completed work and expenses, regardless of any progress changes.

Section 7: DISCRIMINATION: The Grantee shall not 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 8: INTEREST OF CERTAIN FEDERAL OR STATE OFFICIALS: No elected or appointed Local, 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 9: 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 10: MAINTENANCE OF RECORDS: 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 11: GRANT PERIOD: The Grantee must complete all activities associated with the Project within thirty-six (36) months of the Date of Award of this Grant. Completion is defined as the final documentation by Grantee to SCPRT of Grant funds expended (see Section 6) 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 12: 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 13: 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.

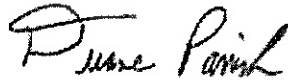
Section 14: TERMS AND CONDITIONS: SCPRT reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing SCPRT and any other agency of the State.

Section 15: LIABILITY AND INDEMNIFICATION: The Grantee understands and warrants that it will defend SCPRT against any liability arising from the Project, the Grant Application or this Agreement 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, 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 16: 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 17: WAIVER OF CONFIDENTIALITY: Consistent with Executive Order No. 2022-19 which became effective July 1, 2022 (Executive Order), all information submitted to SCPRT relative to earmarked appropriations in the annual Appropriations Act shall be published on SCPRT.com and available for public review and inspection. By submitting the required documentation and signing the "Legislative/Earmarked Award Agreement" you hereby knowingly waive any right to confidentiality or non-disclosure in any and all materials related thereto.

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.



03/22/2024
Date of Award

Duane N. Parrish
Director
SC Department of Parks, Recreation & Tourism

ACCEPTANCE FOR THE GRANTEE



Signature of Official with Legal Authority
to Execute this Agreement for the Grantee

3-22-2024
Date

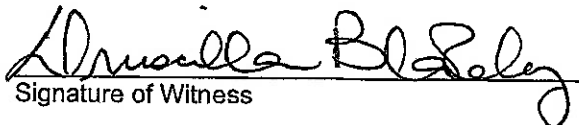
Tim Harper

Print Name of Authorized Official

County Administrator

Title

WITNESS:

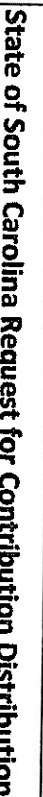


Signature of Witness

3/22/24
Date

Druscilla Blakely

Print Name of Witness



This form is designed to collect the information required by South Carolina in accordance with Proviso 117.2.1 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution for the designated organization. The state agency providing the contribution should use this form to collect information from the designated organization. The information must be collected from the designated organization before the funds can be disbursed.

Contribution Information		
Amount	State Agency Providing the Contribution	Purpose
\$263,980.00	P280 - Department of Parks, Recreation, and Tourism	Park Equipment and upgrades

Organization Information	
Entity Name	Dillon County
Address	PO Box 449
City/State/Zip	Dillon, SC 29536
Website	dilloncountysc.org
SCEIS Vendor #	7000030038
Entity Type	County

Organization Contact Information	
Contact Name	Tim Harper
Position/Title	County Administrator
Telephone	843-774-1401
Email	tharper@dilloncountysc.org

Plan/Accounting of how these funds will be spent:		
Description	Budget	Explanation
Park Equipment and Upgrades	\$263,980.00	Provide opportunities to our adults and youth for outdoor activities.
Grand Total	\$263,980.00	

Please explain how these funds will be used to provide a public benefit:

This grant will provide opportunities for outdoor activities for all age groups. It will be used for various pieces of playground equipment, benches, bleachers, picnic tables in our parks. It will also be used for the construction of a basketball court at the Fork Park. Funds will also be used in the establishment of two new parks in the County in Hamer and Floydale.

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.


Organization Signature

County Administrator
Title

Tim Harper
Printed Name

3/22/2024
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

3/22/24
Date

Duane Parrish
Printed Name