

## **South Carolina Department of Parks, Recreation & Tourism**

### **LEGISLATIVE/EARMARKED AWARD AGREEMENT**

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**Grantee:** City of Chester

**Project Name:** City of Chester – Civic Space Parking

**Grant Period:** April 1, 2025 – June 30, 2025

**Grant Award:** \$105,000.00

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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:** Repaving of city parking lot for general and handicap space parking, for overflow and downtown off street event space parking.

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.

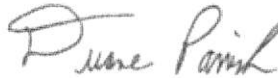
**Section 14: TERMS AND CONDITIONS:** SCPRT reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing SCPRT and any other agency of the State.

**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.



04/01/2025

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

4-4-25

Date

S. Malik Whitaker

Print Name of Authorized Official

City Administrator

Title

**WITNESS:**



Signature of Witness

@ 4/4/25

Date

Reginald McBeth

Print Name of Witness

7/4/25

SCEIS Vendor Number



This form is designed to collect the information required by South Carolina in accordance with Proviso 117.21 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
\$105,000.00	P280 - Department of Parks, Recreation, and Tourism	Re-pave parking lot paving

## Organization Information

Entity Name	City of Chester
Address	120 Church Street
City/State/Zip	Chester SC 29706
Website	chester.sc.org
Tax ID#	57-6001113
Entity Type	Municipality

### Organization Contact Information

Contact Name	Reginald McBeth
Position/Title	Public Works Director
Telephone	803-374-1809
Email	rmcbeth@chester.sc.gov

**Plan/Accounting of how these funds will be spent:**

Description	Budget	Explanation
Materials	\$31,500.00	site prep, patching pavement pot holes
Survey marking		
Traffic control		
Labor	\$73,500.00	labor for adhering asphalt material and handicap pavement spaces.
<b>Grand Total</b>	<b>\$105,000.00</b>	

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

Repaving of city public parking lot for general and handicap space parking, for overflow and downtown off street event space parking.

### 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.

Reginald McBeth

Public Works Director

Organization Signature  
Reginald McBeth

Title  
Public Works Director

Printed Name

Date

Reginald McBeth

3/20/2025

### 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, 2025.
- 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, 2025.

Agency Head Signature

Date

Printed Name