

Sponsor(s) : County Council
Adopted : September 8, 2025
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 25-R-59

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[A Resolution to Authorize Acceptance and Budgeting of Various Grants for FY25-26]

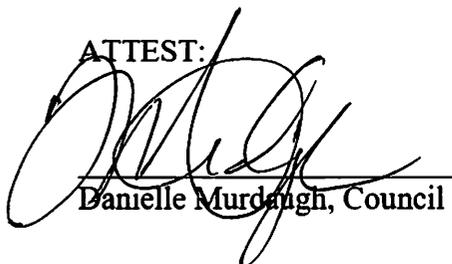
WHEREAS:

1. The County Budget Ordinance requires a Resolution to record all non-budgeted revenues and non-budgeted grant revenues; and
2. The Colleton County Museum and Farmers Market is the Office of Primary Responsibility (OPR) related to the receipt of non-budgeted income for FY26 received from the South Carolina Arts Commission FY26 Rural Art of Community Grant in the amount of \$7,500.00; and

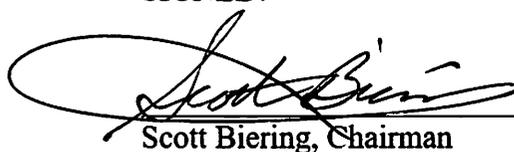
NOW THEREFORE BE IT RESOLVED BY THE COLLETON COUNTY COUNCIL DULY ASSEMBLED THAT:

1. County Council hereby authorizes the designation of appropriate general ledger accounts to record revenues and expenditures in the following funds for the grant and unbudgeted revenues for FY26 as listed:
 - a. Fund 155 – County Accommodations Tax Fund; South Carolina Arts Commission; \$7,500.00; FY25 Rural Art of Community Grant; \$7,500.00 match budgeted in Fund 155.
2. The above listed OPRs (Offices of Primary Responsibility) are responsible for preparing any external reports related to said funds, complying with grant terms and conditions, coordinating reimbursement requests with the Finance Department in addition to being the responsible parties for providing copies of external reports to the Finance Office, grant auditors, and to external auditors at the end of FY26 as requested for this grant/non-budgeted revenue received.

ATTEST:


Danielle Murdaugh, Council Clerk

SIGNED:


Scott Biering, Chairman

COUNCIL VOTE: **UNANIMOUS**
OPPOSED:

SOUTH CAROLINA ARTS COMMISSION
1026 Sumter St., Suite 200 Columbia, SC 29201
CONTRACT #: FY26-FP-020

This agreement, made and entered into 07/14/2025, by and between the South Carolina Arts Commission, hereinafter referred to as the "Commission," and Colleton County Government (FEI#: 57-6000339), PO Box 157, 109 Benson Street, Walterboro, SC 29488, hereinafter referred to as the "Contractor," provides as follows:

Whereas, the Commission is authorized and empowered to enter into agreements with individuals, organizations, and institutions for services and for cooperative endeavors furthering the Commission's objectives; and

Whereas, the Contractor has indicated that all requirements of the grant can be fulfilled within the project dates specified.

Now, therefore, the Commission has awarded a grant to the Contractor as follows:

CONTRACTOR: Colleton County Government

AUTHORIZED OFFICIAL: Jon Carpenter , jcarpenter@colletoncounty.org, 843-549-5716

BENEFITING ORGANIZATION: Colleton Museum & Farmers Market, 506 East Washington Street, Walterboro, SC 29488

CONTACT: Matt Mardell , Maven, 843-549-2303 x1187, mmardell@colletoncounty.org

GRANT AWARD: \$7,500.00 + **REQUIRED MATCH:** \$7,500.00 = **TOTAL MINIMUM PROJECT EXPENSES:** \$15,000.00

CATEGORY: FY26 Festivals Program **PROJECT:** WHAM! Festival 2026

PROJECT DATES: 05/02/2026 to 05/10/2026 **FINAL REPORT DUE:** 06/01/2026

All parties agree that the following provisions shall prevail:

GRANT AWARD PAYMENT: Payment of this contract will be on a reimbursement basis only. Grant payment will be released to the Contractor upon Commission receipt and approval of Final Report. This approval is contingent upon fulfillment of the terms of this contract. As outlined in the Delinquent Grantee Communication Policy, which can be found in the grant guidelines, grant funds will not be released to a Contractor if the Benefiting Organization has grant reports or debts outstanding until these have been resolved to the satisfaction of the Commission.

FUNDS AVAILABILITY/LIMITATIONS: **Availability of Funds:** This grant is conditioned upon the availability of funds allocated to the Commission or available to it from other sources. **Maximum Total Funding:** It is a condition of this grant that Commission funds may not exceed the amount awarded or 50.00% of the total cost of the allowable grant project expenses, whichever is less. **Federal Funding:** This grant may be funded using Federal dollars. The Commission will notify the Contractor/Benefiting Organization if Federal dollars are used. In the event Federal dollars are used, the Benefiting Organization's match must not consist of Federal funding.

FINANCIAL RELATIONSHIPS: The Contractor shall notify all persons with whom they contract that the Contractor shall be solely responsible for payment and shall not represent that the operation constitutes a joint financial venture with the Commission.

GRANT ACTIVITIES/CHANGES: Any proposed changes made to funded grant activities must be approved in writing, in advance, by the Commission.

LEGISLATIVE NOTIFICATION: The Benefiting Organization is required to inform their state legislators of Commission funding. Unless the Commission specifies an exemption, the Benefiting Organization is also required to invite local legislative delegates to all grants-related events.

PUBLICITY/ALL CREDITS: Funds awarded by the Commission are public monies and must be given appropriate credit. Therefore, an organization or artist receiving funds or support must give credit to the Commission and the National Endowment for the Arts (NEA) in all electronic and print publications, including advertising, brochures, news releases, newsletters, programs, websites and social media sites, and in other promotion and publicity. This credit should be given in the same manner afforded to other donors at the same or comparable level. This credit should be prominently positioned near the name of the sponsoring organization or grantee using the following wording: "This project is funded in part by the South Carolina Arts Commission which receives support from the National Endowment for the Arts." When space allows, the Arts Commission's logo should be used in conjunction with the credit statement. Where no printed program for a funded project exists, grant recipients must make at least one public announcement during the activity giving credit to the South Carolina Arts Commission, noting that the Commission receives support from the National Endowment for the Arts.

SCHEDULING INFORMATION/COOPERATION IN EVALUATION: If the grant supports an event, the Benefiting Organization shall submit to the Commission the dates, times and locations of such; for evaluation purposes the Benefiting Organization agrees to admit appropriate Arts Commission staff and Commissioners at no charge.

GRANT RESPONSIBILITIES: The Benefiting Organization agrees to pay all costs of the grant activities as outlined in the funded proposal.

REPORTING/DOCUMENTATION REQUIREMENTS: The Benefiting Organization shall submit a complete and accurate final report, in format determined by Commission, on or before **06/01/2026**.

RECORDS AND FINANCIAL RECORDS: : The Contractor's & Benefiting Organization's financial accounting records shall be subject to audit in accordance with 2 CFR 200.334. Any Contractor & Benefiting Organization that expends \$750,000 or more in federal funds during the Contractor's & Benefiting Organization's fiscal year from all granting sources is required to have a single or program-specific audit conducted for that year in accordance with the provisions, at Contractor's and Benefiting Organization's expense, performed by the State of South Carolina and/or the federal government or independent auditors. The Contractor & Benefiting Organization will be responsible for the safe keeping and identification of funds records which corroborate the project's financial statements. Said records (sales receipts, invoices, travel claims, time sheets, etc.) must be kept in the Contractor's and Benefiting Organization's files for a period of three years from the date of submission of the final report. If the Contractor and Benefiting Organization is unable to maintain such records for this period of time, all related financial and evaluative material will be submitted to the Commission to become part of its permanent grant files.

COPYRIGHT: All works, productions, and materials whatsoever created, produced or finished by as specified by the Benefiting Organization or for the Commission during the duration of this contract, are the property of the Benefiting Organization, excepting only those works, productions and materials specifically exempted in writing by the Commission.

PAYMENT FOR INTERRUPTED SERVICES: In the event the grant is canceled by virtue of any act or regulation of any public authority, or on account of war, labor difficulties, strikes, riots, epidemics, interruption of transportation services, an act of God or any other cause beyond the Contractor's and/or Benefiting Organization's control, the Commission shall still be obligated to make the payment required herein and similarly, the Contractor shall match that payment in the required proportion to the extent that expenses or obligations have been incurred, which otherwise cannot be recovered or reclaimed. In the event the grant is canceled by the Contractor for any other reasons, the Contractor agrees to reimburse the Commission within thirty (30) days after the date of cancellation any awarded funds not used to defray the costs of the grant activities.

LEGAL COMPLIANCES: It is mutually agreed that all parties shall comply with Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Drug Free Workplace Act of 1988, the South Carolina Freedom of Information Act of 1976 (as amended 1987), the Age Discrimination Act of 1976, the Americans with Disabilities Act, and with Title 29 of the Fair Labor Standards Act, Title 16, Chapter 15, Article 3 of the South Carolina Code of Laws, and all other applicable federal, state and local laws. For organizations, it is also understood that the grant is conditioned upon retention by the Contractor of its federal tax-exempt and SC non-profit status, and upon retention by the Benefiting Organization of its SC non-profit status. Upon termination of such status, the award shall become null and void.

GRANT CANCELLATION, RECOVERY OF FUNDS, AND OTHER CONSEQUENCES: If the Contractor and/or Benefiting Organization fails to fulfill any of the responsibilities as outlined in this contract, the Commission retains the right to enforce any or all of the following consequences: **Cancellation of this grant contract.** Such cancellation shall relieve the Commission of any further obligations under this contract. If payment has been advanced to the Contractor and/or Benefiting Organization for this award, the Contractor and/or Benefiting Organization shall reimburse the Commission to the full extent of payments made. **Assessment of a penalty of 15% on the Benefiting Organization's next grant award. Withholding future grant contracts to the Benefiting Organization until the requirements outlined in this grant contract are resolved.**

THE CONTRACTOR & BENEFITTING ORGANIZATION SHALL CONFIRM ACCEPTANCE OF THIS GRANT BY SUBMITTING THE REQUIRED CONTRACT PACKET BY 08/13/2025 11:59:00 PM.

AUTHORIZED SIGNATURES: The Commission agrees to the terms of the contract outlined herein and the act of presenting said contract through our online grants management system serves as the Commission's signature.