



FM-3-562

GRANT AGREEMENT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

Georgetown County, SC

This Agreement by and between the South Carolina Department of Health and Environmental Control (DHEC) and Georgetown County, SC (Recipient) a local county form of government existing under the laws of South Carolina, is to provide for the distribution of funds **\$1,200,000 (nonrecurring funds)** appropriated in 2022 Act 239, Part IB, Proviso 118.19 (83) J040 (q).

The parties agree as follows:

A. STATEMENT OF PURPOSE:

The purpose of the Agreement is to provide funding to Recipient, in support of the **Wachesaw Outfall Project**. This Agreement furthers DHEC's statutory mission as authorized in South Carolina Code **Section 48-39-10 to 48-39-360** and serves the public purpose of **environmental protections and conservation**.

B. SCOPE OF SERVICES:

The Recipient shall utilize the funds for the activities and services ("the Wachesaw Outfall Project") as outlined in the attached Earmarked Appropriations Disbursement Request Form (Exhibit 1) as completed with supporting documents, which will be incorporated into this Agreement upon acceptance under Paragraph D.

C. TERM:

This Agreement shall be effective upon signature, calendar year **2022** and shall terminate on June 30, **2023**. Recipient's obligations under this Agreement shall survive termination.

D. PAYMENT:

1. Recipient shall submit a written request for payment not to exceed **\$1,200,000**, and shall include with the request the information on the attached Earmarked Appropriations Disbursement Request Form (Exhibit I) including the following as required by Proviso **117.21**; and DHEC.
 - a. An accounting of how the Funds will be spent (Planned Expenditure Summary),
 - b. Goals to be accomplished, and
 - c. Proposed measures to evaluate success in implementing and meeting the goals.

(Per Proviso 117.21 no funds shall be released until the required plan of how the state funds will be spent and how the expenditures will provide a public benefit are filed with the agency.)

2. Upon acceptance by DHEC, the request for payment will be incorporated into and made a part of this Agreement.
3. Recipient must register with SCEIS as a vendor and provide vendor information on the request for payment.
4. Payment is contingent on DHEC receipt of Funds.
5. Upon receipt and review and approval of the Planned Expenditure Summary, Funds Budget, and financial statements, DHEC will transmit the Funds to Recipient by check delivered to:

Ray C. Funnye
Director of Public Services
108 Screven Street
PO Drawer 421270
Georgetown, SC 29440
rcfunnye@gtcounty.org

6. Source of Funds: State funds made available in the **FY2023** Appropriations Act Proviso 118.19 as a nonrecurring distribution per legislative direction, effective July 1, 2022. DHEC's Point of Contact for financial information regarding payments made under this Agreement:

Bruce C. Busbee, Director
Budgets and Financial Planning
SCDHEC
2600 Bull Street
Columbia, South Carolina, 29201

E. REPORTING REQUIREMENTS; AUDITS:


1. By **June 30th, 2023**, Recipient shall submit to DHEC a report containing a detailed accounting of its use of the Funds, the services completed, and the outcome measures used to determine the success of the stated goals in sufficient detail for DHEC to determine Recipient's compliance with the Scope of Services set forth in Paragraph B above. See Exhibit II (Quarterly Expenditure Report) an expected completion date by which it anticipates all funds will be spend. Recipient shall also submit a final report with this information. If the Project is not completed or the Funds have not been spent by **June_30, 2023**, Recipient shall include in its report an explanation why the Funds have not been spent or the Project is not complete and an expected completion date by which it anticipates all funds will have been spent. Recipient shall also submit a final report with this information within 90 days after project completion or exhaustion of Funds.
2. Recipient shall submit to DHEC by **June 30, 2023**, a detailed statement explaining the nature and function of its organization as well as a detailed statement explaining the use that was made of the Funds (using attached templates(s)).
3. Recipient will allow the State Auditor to audit or cause to be audited the Funds.

F. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE:

1. DHEC has procedures and policies concerning the prevention and reporting of fraud, waste, and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or Recipient shall direct, participate in, approve, or tolerate any violation of federal or State laws regarding FWA in government programs.
 2. Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other "whistleblower" statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations.
 3. If Recipient or Recipient's agents or employees have reason to suspect FWA in DHEC programs, this information should be reported in confidence to DHEC. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull Street, Columbia, SC 29201; or by calling the DHEC Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. Recipient is required to inform Recipient's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency. Recipient must also inform recipient's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.
- G. **USE OF FUNDS:** Recipient will not use, expend, or allow use or expenditure of the Funds for any purpose not authorized in and consistent with this Agreement. Unexpended funds distributed pursuant to this Agreement may be carried forward to succeeding fiscal years and expended for the same purposes. Recipient shall continue the reporting and monitoring required under this Agreement until all Funds are spent.
- H. **RETURN OF FUNDS:** The State of South Carolina reserves the right to all remedies available to it under law for the enforcement of this Agreement including but not limited to the right to demand repayment of any Funds that remain unused at completion of the project or that were used for purposes not authorized in this Agreement.
- I. **NON-DISCRIMINATION:** Recipient represents and agrees that it does not and will not practice discrimination, or use the Funds for purposes which discriminate, against persons by virtue of race, religion, color, sex, age, national origin, disability, veteran status, pregnancy, gender identity, sexual orientation, or any other basis prohibited by law.
- J. **RECORDKEEPING:** Recipient shall create and maintain adequate records to document all matters covered by this Agreement. Recipient shall retain all such records for six (6) years or other longer period required by law after termination, cancellation, or expiration of the Agreement or after final expenditure of Funds, whichever is later, and make records available for inspection, copying, and audit by DHEC or other authorized agent of the State. If any litigation, claim, or audit has begun but is not completed or if audit findings have not been resolved at the end of the retention period, the records shall be retained until all litigation, claims, or audit findings involving the Funds have been resolved.

- K. **REVISIONS OF LAW:** The provisions of the Agreement are subject to revision of state or federal statutes and regulations and requirements governing (name of grant, etc.).
- L. **PUBLIC INFORMATION:** All information relating to distribution and use of the Funds, including all reports and documentation submitted to DHEC under this Agreement, is subject to public disclosure under the South Carolina Freedom of Information Act and may be published on DHEC's internet web site.
- M. **ATTACHMENTS:** Attachments to this Agreement are incorporated into and made part of this Agreement.

SOUTH CAROLINA DEPARTMENT OF
HEALTH AND ENVIRONMENTAL CONTROL

BY: 
Bruce C. Busbee
Director of Budgets and Financial
Planning

DATE: 11/23/2022

MAILING ADDRESS:
SC DHEC – Office of Budgets and Financial
Planning
2600 Bull Street
Columbia, SC 29201
Phone: 803-898-3388
Fax: 803-253-7637

RECIPIENT NAME

BY: 
[Title] Angela Christian, Georgetown County Administrator

DATE: _____

MAILING ADDRESS:

716 Prince Street
Georgetown, SC 29440

Phone: () 545 - 3006 (Both numbers in area code 843)
Fax: () 545 - 3121
Email: achristian@gtcounty.org

REMITTANCE ADDRESS: (if applicable)

TAX/EMPLOYER ID # _____

TYPE OF ENTITY (check one):

- Corporation
- LLC
- Partnership
- Nonprofit organization
- Government agency or political subdivision –
specify State if not SC:

Other Governmental body (specify) _____

Individual/sole proprietor

Other (specify) _____

If a corporation or LLC:

State of incorporation/organization:

Registered agent and address in South Carolina:

SCDLLR or other license #

THIS AGREEMENT IS NOT OFFICIAL AND BINDING UNTIL SIGNED BY THE DHEC CONTRACTS
MANAGER.

Francine Miller
Francine Miller
DHEC Contracts Manager
DATE: 11-28-22



State of South Carolina Request for Contribution Distribution

This form is designed to collect the information required by South Carolina in accordance with Proviso 117.21 of the appropriations act of 2022 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
\$1,200,000.00	J040 - Department of Health and Environmental Control	Stormwater improvement project

Organization Information

Entity Name	Georgetown County
Address	716 Prince Street
City/State/Zip	Georgetown, SC 29440
Website	www.gtcounty.org
Tax ID#	57-6000353
Entity Type	County

Organization Contact Information

Contact Name	Angela Christian
Position/Title	County Administrator
Telephone	843-545-3006
Email	achristian@gtcounty.org

Plan/Accounting of how these funds will be spent:

Description	Budget	Explanation
Survey	\$20,000.00	survey is needed in support of the design and layout of the drainage project.
Preliminary Design	\$40,000.00	pre-design lays out the configuration of the project and identifies easements
Easement Preparation and Execution	\$20,000.00	easement exhibits and documents and securing signed easements from owners
Final Design Documents	\$80,000.00	final design documents for permitting and construction
Permitting	\$20,000.00	securing all required permits from permitting agencies
Bidding	\$5,000.00	assistance with bidding the project for construction
Construction Administration and Inspection	\$9,000.00	during construction assistance from the design engineer
Project Close out	\$6,000.00	asbuilts and close out processes
Construction	\$1,000,000.00	construction costs
Grand Total	\$1,200,000.00	

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

Georgetown County proposes to redirect runoff from one watershed to another in an effort to improve water quality, improve drainage, and improve the overall function of both watersheds. The proposed improvements to the drainage system as well as water quality will redirect some of the stormwater runoff that currently flows through a private property ditch system to an improved outfall system along Mallory Avenue tying in water from Wachesaw Road and ultimately under Highway 17 Business and into the Inlet. This new outfall proposes to improve drainage for approximately 110 acres.

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

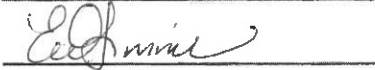
County Administrator
Title

Angela Christian
Printed Name

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 of 2022.
- 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, 2023.
- 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 of 2022.
- 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, 2023.


Agency Head Signature

28 NOV 2022
Date

Edward Simmer
Printed Name



Georgetown County
Department of Public Services
Innovative Leadership & Teamwork!



EARMARK DISCLOSURE INFORMATION

To be sent to: Office of the Governor
South Carolina Statehouse
1100 Gervais Street
Columbia, SC 29201
budget@governor.sc.gov

Today's Date: May 27, 2022
Earmark Sponsor: SCDOT
Project Event/Name: Mallory Avenue/Wachesaw Road
Drainage and Outfall Improvement Project
Amount: \$1,200,000.00
Recipient: Georgetown County, South Carolina
Recipient Type: Local Government
W-9 Form: EIN: 57-6000353
Point of Contact: Ray C. Funnye
Title: Director of Public Services
Email Address: rcfunnye@gtcounty.org
Website: <http://www.georgetowncountysc.org/255/Public-Services>

PLEASE PROVIDE A WRITTEN SUMMARY AND DESCRIPTION FOR:

1. The activity, function or project for which earmark is intended:

Construction of an improved drainage pipe system replacing an undersized failing ditch system for Wachesaw Road, crossing under Hwy 17 Business, and discharging to the ultimate outfall in Murrells Inlet. The project also proposes to install a water quality device to provide treatment prior to the ultimate discharge into the Murrells Inlet waterbody.

2. Public purpose served by the project:

The project proposes to redirect runoff from one subwatershed to another in an effort to improve water quality, improve drainage, and improve the overall function of both watersheds. The proposed improvements to the drainage system as well as water quality will redirect some of the stormwater runoff that currently flows through a private property ditch system to an improved outfall system along Wachesaw Road and ultimately under Highway 17 Business and into the Inlet. This new outfall proposes to improve drainage for approximately 110 acres.

3. Project budget: The cost estimate provided by the engineering consultant is approximately \$1,200,000. 00.

4. Demonstrated community support and need:

The area within the subwatersheds proposed for improvements from this project consists of multifamily and single-family residential buildings, and commercial properties that have old and failing infrastructure conveying stormwater runoff. Drainage and outfall improvements are needed in this area to afford the citizens, residents, and visitors the safety and assurance to live and travel without the fear of flooded structures or overtopped roads. In addition, the community of Murrells Inlet feels strongly about the health and sustainability of the Inlet. The quality of the water in Murrells Inlet is important to this community because it is a natural habitat for numerous fish and bird species, a place of recreation for residents and visitors, and ultimately it draws people from all walks of life to enjoy. It is important to Georgetown County to include a water quality device in this drainage and outfall improvement project in order to remove pollutants that get picked up by stormwater runoff as it travels through the subwatershed to the outfall.

5. Details of any state funds previously appropriated to the same entity for same or similar purpose:

There are no known previously appropriated state funds for this project.

Administration

108 Screven Street • PO Drawer 421270 • Georgetown, SC 29440
Phone: 843-545-3325 • Fax: 843-545-3648 • email: rcfunnye@gtcounty.org