

Sponsor(s) : County Council
Adopted : April 6, 2026
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION 26-R- 09

RESOLUTION TO ACCEPT A GRANT AWARD FROM THE SOUTH CAROLINA DEPARTMENT OF COMMERCE (LOCATESC FUND) AND AUTHORIZE EXECUTION OF A GRANT AGREEMENT

WHEREAS, the South Carolina Department of Commerce has awarded a LocateSC Fund Grant in the amount of **\$25,950.00** to support due diligence studies and related activities required by the Palmetto Sites Program for the Colleton Industrial Campus; and

WHEREAS, the grant award agreement is between the South Carolina Department of Commerce and the **Colleton County Economic Alliance**, with Colleton County assisting in the administration of the grant funds; and

WHEREAS, Colleton County Council finds that acceptance of this grant and participation in the project is in the best interest of the County and will support economic development efforts.

NOW, THEREFORE, BE IT RESOLVED by the Colleton County Council, duly assembled, that:

1. **Acceptance of Grant** - Colleton County Council hereby accepts the LocateSC Fund Grant Award in the amount of \$25,950.00 from the South Carolina Department of Commerce for the purposes described in the grant agreement.
2. **Authorization of Agreement Execution** - Council hereby authorizes **Brantley Strickland, Executive Director of the Colleton County Economic Alliance**, to execute the Grant Award Agreement and any related documents necessary to carry out the project.
3. **Administration of Funds** - Colleton County is authorized to administer the grant funds in accordance with the terms and conditions of the Grant Award Agreement.
4. **Further Authority** - The County Administrator is hereby authorized to take such actions as may be necessary to implement and administer the grant on behalf of the County.

ADOPTED this 6th day of April, 2026.

ATTEST:



Martha B. Thompson

Martha B. Thompson
Clerk to Council

SIGNED:

Scott Biering

Scott Biering
Chairman

COUNCIL VOTE:

Favor: 5

Against: 0

Absent: 0



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LOCATESC FUND
SOUTH CAROLINA DEPARTMENT OF COMMERCE
GRANT AWARD AGREEMENT

This Grant Agreement dated March 2, 2026 is between the South Carolina Department of Commerce (SCDOC) and Colleton County Economic Alliance (the Grantee). The acceptance of the Agreement creates a contract between the SCDOC 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 attached hereto and any other documents or conditions referred to herein.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Application means the grant application forms submitted by the Grantee to the SCDOC.
- (c) Grant means the dollars committed by the SCDOC to the Grantee for the Project.
- (d) Grantee means the entity designated for the Grant and set forth above.
- (e) Project means the project identified and described in the Application.
- (f) State means the State of South Carolina and any agencies or offices thereof.

Section 2: PROJECT DESCRIPTION: The Project consists of completing due diligence studies and other items required by the Palmetto Sites Program for the Colleton Industrial Campus in Colleton County, SC

Section 3: AWARD AMOUNT: The SCDOC hereby commits an amount not to exceed \$25,950.00 to be used only for the Project and related costs, as described in the Application. Eligible costs that can be paid from the Grant shall include only those costs expressly set forth in the Application.

Section 4: AMENDMENTS: Any changes in the scope of work of the Project, including change orders or cost increases, must be submitted in writing by the Grantee to the SCDOC as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the SCDOC must receive prior approval from SCDOC then adjustments shall be appended to this Agreement as an amendment.

Section 5: PROJECT COMPLETION: By acceptance of this Grant, the Grantee warrants that it will complete or cause to be completed the Project as described in the Project Description, including any approved amendments appended hereto. The Grantee must complete the Project no later than March 31, 2026 unless the grant is terminated prior to this date by SCDOC. Completion is defined as issuance by the SCDOC of a notification in writing of the closure of the

Grant. The SCDOC may grant extensions to this completion period requirement at its discretion. No Grant funds will be disbursed until completion of the Project.

Section 6: PAYMENT: When the project is complete, the Grantee must submit to the SCDOC a reimbursement request for payment for work that is documented by the Grantee. Reimbursement requests will be made on the specified form and must be accompanied by copies of invoices. Upon approval of such request, payments will be submitted to the Finance Department of the SCDOC.

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.

Section 7: GRANT SPECIAL CONDITIONS: Use of the Grant funds shall be subject to the following special conditions:

- a. **Ownership of the Project Site:** Any property that is included in the Project (the "Project Site") is subject to the following restrictions:
 - i. Public Ownership of the Project Site. The Grantee must hold title to the Project Site and may not give away, sell, lease or otherwise transfer ownership of the Project Site or encumber title of the Project Site in any way without the prior approval of the SCDOC. In order to seek an approval, the Grantee agrees to submit, in writing, the nature of the proposed transaction to SCDOC using the form attached herein titled "Exhibit A." In the event of a proposed sale, lease or transfer of the Project Site by any means, the marketing terms for such sale, lease or transfer must be approved by the SCDOC prior to the Grantee taking any action to market the building, negotiate a sale or lease price or enter into any type of contractual agreement relating to the Project Site.
 - ii. Private Ownership of the Project Site. If the Project Site is owned by a third party, prior to undertaking any enhancements to the Project Site, the third-party owner must enter into a Site Enhancement and Repayment Agreement with the Grantee (or alternative agreement approved by SCDOC) that includes an exclusive option in favor of the Grantee (or a party approved by SCDOC) to purchase the Project Site at an agreed upon pre-enhancement price.
- b. **Notice to Proceed:** The Grantee must obtain from the SCDOC written notice to proceed prior to incurring costs against the Grant. Unless the Grantee has obtained written approval from the SCDOC to incur costs prior to award, any expenditure made prior to the date of the written notice to proceed is not eligible for payment with Grant funds.

c. **Repayment of Grant Funds:** The Grantee shall be required to repay the entire amount of the Grant funds to the SCDOC under the following circumstances:

- i. The Grantee fails to comply with all applicable policy and regulatory guidelines of the state government and the SCDOC governing the expenditure of LocateSC funds.
- ii. The Grantee gives away, sells, leases or otherwise transfers the Project Site or encumbers title to the Project Site in any way without the prior approval of the SCDOC.
- iii. The Project Site is used for a nonindustrial use.

Section 8: FUNDING OVERRUNS: Except for relief granted under Section 4, the Grantee agrees 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 the SCDOC or the State to provide funds in excess of the grant award.

Section 9: ADMINISTRATIVE FEES PROHIBITED: All Grant funds must be used to offset eligible Project costs. Neither the Grantee nor any other party may retain a percentage of Grant funds as an administrative or other fee in connection with the Grant or the Project.

Section 10: 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 the SCDOC. The Grantee agrees that it will reimburse the SCDOC for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the SCDOC. The SCDOC may monitor the Grantee at least once during the grant period and the Grantee shall make available for audit and inspection by the SCDOC staff and its representatives all the books, records, files and other documents relating to any matters pertaining to the Project or this Agreement. A final monitoring audit will be conducted by the SCDOC after final submission of all reporting requirements.

Section 11: 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 12: MAINTENANCE OF RECORDS: The Grantee shall retain records for Grant funds for a period of three years after its final close out. 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 the SCDOC 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 13: SANCTIONS: If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the SCDOC 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 14: 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 15: 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 the SCDOC to pay the compensation and expenses hereunder for any fiscal year, this Agreement shall terminate without further obligation of the SCDOC. In such event, the SCDOC shall certify to the Grantee the fact that sufficient funds have not been made available to the SCDOC to meet the obligations of this Agreement; and such written certification shall be conclusive upon the parties.

Section 16: COPYRIGHT: No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The SCDOC shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Grant.

Section 17: TERMS AND CONDITIONS: The SCDOC 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 the SCDOC and any other agency of the State.

Section 18: REPORTING REQUIREMENTS: The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any material issues affecting the Project. The progress reports will be submitted to the SCDOC. Progress reports will be due ninety (90) days from the execution date of this Agreement and every ninety (90) days thereafter until completion of the Project. Failure to submit progress reports will be subject to sanctions identified in Section 12 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 the SCDOC.

Section 19: 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.

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

Date of Award

APPROVAL FOR THE GRANTEE TO RECEIVE AWARD

Patrick Jarvis
Chief Financial Officer
South Carolina Department of Commerce

Date

ACCEPTANCE FOR THE GRANTEE

Brantley Strickland, SCCED
Executive Director
Colleton County Economic Alliance

Date

EXHIBIT A

LOCATESC PROPERTY TRANSACTION APPROVAL

Grant #: _____
Grantee: _____
Grant Amount: _____
State Project Name: _____
State Project Manager: _____
Company Name (if
Public): _____

Transaction Type: Sale
 Lease
 Transfer of Title
 Encumbrance

Description of Transaction: _____

How will Property be
utilized by Company: _____

Below to be completed by SCDOC:

Approved: _____	Grant Amount Forgiven: _____
South Carolina Department of Commerce	Balance of Grant Funds Must:
By: _____	<input type="checkbox"/> Invested in mutually agreed upon Project
Title: _____	<input type="checkbox"/> Applied toward balance of Project, pursuant to partial sale.
Date: _____	<input type="checkbox"/> Repayment Required
	<input type="checkbox"/> Not Applicable, All Forgiven