

# **Consent**

# **Agenda Items**

# **#17-24**

**No Information Provided**

**STATE OF SOUTH CAROLINA**  
**COUNTY OF JASPER**  
**ORDINANCE # 0-2024-07\_\_\_\_\_**

**AN ORDINANCE OF JASPER COUNTY COUNCIL**

**To amend the Jasper County Code of Ordinances by repealing Chapter 2, Article IV, Division 6, *Economic Development Alliance***

**WHEREAS**, The Jasper County Council periodically reviews County Ordinances for continued relevance and potential adjustment; and

**WHEREAS**, The Jasper County Council recognizes Ordinances may from time to time become out dated, no longer valid, or may need enhancement or revision; and

**WHEREAS**, pursuant to the powers and authorities granted to counties under Home Rule Act of 1975, and specifically Title 4, Chapter 9 of the Code of Laws of South Carolina, counties may establish or abolish agencies, departments, boards, commissions and positions in the county in accordance with § 4-9-30 of the Code of Laws of South Carolina; and

**WHEREAS**, the Economic Development Alliance created by Ordinance No. 07-46 adopted December 3, 2007 is longer needed, and has in fact been inoperative for many years as a result of Jasper County Council joining the Southern Carolina Economic Development Alliance in 2012 and the other members likewise withdrawing from participation;

**NOW THEREFORE, BE IT ORDAINED**, by the Japer County Council duly assembled and by the authority of the same.

1. The Economic Development Alliance created by Ordinance No. 07-46 adopted December 3, 2007, such ordinance being codified at Sections 2-201 through 2-209 of the Jasper County Code of Ordinances, with

the specific section creating the alliance as a standing board found at Section 2-201, *Establishment*, is hereby recognized as having been inactive since 2012, and is hereby officially abolished. All rights and powers are terminated.

2. Division 6 of Chapter 2, Article 4, *Economic Development Alliance*, is hereby deleted in its entirety, with such Division 6 to be shown in the Jasper County Code of Ordinances as “**Reserved**,” with Code Sections 2-201 through 2-209 also to be shown as “**Reserved**,” or otherwise reserved in accordance with the codification authority’s customary practices.
3. Provisions of ordinances previously adopted by County Council, which are not consistent with the restrictions and requirements of this Ordinance O-2024-07 are deemed superseded.
4. If any section, clause, paragraph, sentence or phrase of this ordinance, or application thereof any person or circumstances must, for any reason be held to be invalid or unconstitutional. The invalid section, clause paragraph, sentence, phrase or application shall no way affect the remainder of this ordinance: and is hereby declared to be the intention of the County Council that the remainder of this ordinance would have passed notwithstanding the invalidity or unconstitutionality of any section, clause paragraph, sentence or phrase thereof.
5. This ordinance shall take effect upon approval by Council.

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L. Martin Sauls. IV, Chairman

Attest:

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Wanda H. Giles, Clerk to Council

Ordinance O-2024-07

First Reading: 03.04.2024  
Public Hearing: 04.01.2024  
Second Reading: 04.01.2024  
Third Reading: 04.15.2024  
Adopted: 04.15.2024

Reviewed for form and draftsmanship by Jasper County Attorney

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David L. Tedder

Date

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE # O-2024-08**

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

To Amend the Jasper County Code of Ordinances, Chapter 26, *Taxation*, by providing for the deletion of existing Article I, *In General*, and Article II, *Board of Assessors*, codified as Sections 26-136 through Section 26-44, and the Adoption of a new substitute Article I, *In General*, a substitute Article II, *Board of Assessment Appeals*, and Matters Related Thereto

**WHEREAS**, The Jasper County Council should periodically review County Ordinances for relevance and adjustment; and

**WHEREAS**, after adoption by County Council of the current Chapter 26, Article I and Article II in 1980, certain changes were made by state statute which among other things, changed the process for appointment/employment of the county tax assessor, changed the name of the Board of Assessors to the Board of Assessment Appeals and provided for specific procedures to be followed in tax protests and appeals; and

**WHEREAS**, The Jasper County Council realizes a need to adjust the ordinance to reflect the employment of the assessor, the name change, the desirability to update the membership, composition and appointment process of the Board, and more particularly state revisions the County and the County Assessor's Office have been following since the enactment of the South Carolina Revenue Procedures Act, 1995 Act No. 60, §4A (as thereafter amended) subsequent to adoption of the 1980 Ordinance, and particularly Article 9, *Property Tax Protest, Appeal, and Refund Procedures*, codified at §12-60-1710 and following; and

**WHEREAS**, The authority to establish and constitute this Board derives from The Code of Laws of South Carolina §4-9-25 , § 49—30, and §4-9-170, and the Home Rule Act, Act No. 283 of 1975;

**NOW THEREFORE, BE IT ORDAINED**, by the Jasper County Council duly assembled and by the authority of the same:

**SECTION 1.**Chapter 26, Article I and Article II, being Code Sections 26-1 through 26-44 are hereby repealed in their entirety and replaced by the following:

## **ARTICLE I. IN GENERAL**

### **Sec. 26-1 Tax Assessor**

(a) There shall be a tax assessor for the county whose duties shall be those set forth by state law and who shall be hired and appointed by the administrator of the county. The administrator, subject to budgetary limitations, shall hire such personnel as needed to staff the assessor's office and the board of assessment appeals.

(b) Funds sufficient to carry out the purpose of this section shall be provided by county council in its annual budget pursuant to law.

(c) This section shall be subject to the general law of the state not in conflict herewith but shall repeal all ordinances or special legislation in conflict herewith.

### **Sec 26-2 Adoption of Alternative Procedure for Collection of Property Taxes**

The County adopts the alternate procedure for the collection of property taxes as provided in S.C. Code 1976, Title 12, Chapter 51.

### **Sec. 26-3 Penalties and Fees for Delinquent Taxes**

Penalties and fees for delinquent taxes shall be amounts as authorized by state law, including Title 12, Chapter 45, and Title 12, Chapter 51.

### **Sec. 26-4 Assessment of Aircraft**

Pursuant to Ordinance 2007-49, adopted December 17, 2007 as authorized by § 12-43-360 of the Code of Laws of South Carolina, 1976 (as amended), the assessment ratio otherwise applicable in determining the assessed value of general aviation aircraft subject to property tax in the county is reduced to a ratio of 4% of the fair market value of such general aviation aircraft. The reduced assessment ratio established in this section shall apply uniformly to all general aviation aircraft subject to property tax in the county.

**Sec. 26-5 Reduction in value of a boat and its motor for the purpose of property taxation.**

Pursuant to S.C. Code Section 12-37-220(38)(b), forty-two and 75/100 percent of the fair market value of a watercraft and motor, not otherwise exempt from taxation, shall be exempt from taxation. This provision, relating to the watercraft's motor, applies whether the motor is located in, attached to, or detached from the watercraft. Provided, however: this ordinance does not apply to boats or watercraft which are used as a primary or secondary residence receiving a 4% or 6% tax rate.

**Secs. 26-6 - 26-35. Reserved.**

**ARTICLE II. BOARD OF ASSESSMENT APPEALS**

**Sec. 26-36 Establishment; Composition; Term; Vacancies**

a. The Jasper County Board of Assessors shall, upon the effective date of this Ordinance, hereafter be known as Jasper County Board of Assessment Appeals.

b. The Board shall be composed of five members appointed by Jasper County Council. Every effort should be made to fill these positions as to geographical residency and professional background (by way of example, attorneys, licensed real estate agents, certified real estate appraisers, bankers).

c. Terms of the office will be four years. Existing members of the Jasper County Board of Assessors, as re-named the Jasper County Board of Assessment Appeals, shall continue to be members of the Board of Assessment Appeals until the end of the term for which each was last appointed, whereupon they shall be eligible for re-appointment in the same manner as provided for other boards and commissions pursuant to the provisions of Chapter 2, *Administration*, Article IV, *Boards and Commissions*.

d. Any vacancy on the Board shall be filled in the manner of the original appointment for the unexpired term. The Board shall also be subject, except as specifically set forth herein, to the provisions of Section 2-78 through 2-80 of the Jasper County Code of Ordinances.

e. Jasper County Council may, by Resolution, add additional members to the Board when, in its discretion or at the request of the Assessor, the number of appeals warrant such an increase. Members of the Board who are added under this provision shall serve for a period of one year, unless otherwise designated by Council, and must be qualified and trained in the same manner as the other members of the Board appointed to regular terms. During such times as there are additional members added to the Board, a quorum for a appeals conference shall still be three members, as provided in Section 26-38(4) below

### **Sec 26-37 Guiding Principles**

Decisions of the Board are to be guided by applicable law in conformity with state law. The Board decisions are appealable directly to the Administrative Law Court. For this reason, the members of the Board will be sworn to follow the law.

### **Sec 26-38 Meetings; Duties**

1. The Board of Assessment Appeals shall meet as often as may be required to conduct its business and discharge its duties The Board of Assessment Appeals must hold conferences to act on appeals from the assessments of the County Assessor, appeals from claims for refunds pursuant to § 12-60-2560 of the Code of Laws of South Carolina, 1976 (as amended), remands made by the South Carolina Administrative Law Court to the Board pursuant to §12-60-2540, and any other matter committed to their purview by state law.

2. When the parties are represented by counsel, the Board may, in its discretion, ask counsel to submit memoranda of law and/or a proposed decision to the Board and opposing counsel before and/or after the conference, if the Board believes such material will help it adjudicate the issues before it.

3. Pursuant to South Carolina law, there is a presumption that the assessor's valuation is correct. In challenging a valuation, the taxpayer bears the burden of proving the Assessor's valuation is incorrect.

4. Conferences must be held in accordance with the procedures set forth in the South Carolina Code of Laws. Three members of the Board shall constitute a quorum, unless the parties agree on a lesser number.



When only three (or less) members of the Board are present to conduct a hearing, the decision of the Board must be unanimous.

5. The Board may meet in closed session to consider evidence presented at the conference, as permitted by state law, but it may not decide the matter in closed session. The decision of the Board, and of each Board member, must be announced as set forth below:

a. The Board must issue a decision based upon the evidence before it. The decision must be made by a majority of the Board members present at the conference unless there is a quorum of only three or less; see Subsection 4 immediately above. In case of a tie, the Assessor's determination is upheld. At the conclusion of the conference, the decision may be announced orally, or it may be reserved for consideration.

b. In either event the Board must vote in public, and it must mail a written decision to the parties within 15 days after the date of the conference or as soon thereafter as practical. The written decision of the Board must explain the basis for the decision. It must also identify the Board members who voted in favor of the decision and those, if any, who voted against it. The written decision must state that if the decision is not appealed it must be certified to the County Auditor for entry upon the property tax assessment rolls or tax duplicate and inform the parties of their right to request a contested case hearing before the Administrative Law Court.

c. The Board may change assessments of the County Assessor for only the current year appealed from unless otherwise authorized by law and agreed to by the County Assessor.

d. Each change must be certified by the Board to the County Assessor and shall be adopted by him/her for the purpose of taxation for the year appealed from.

e. The Board of Assessment Appeals must not make a final determination of any assessment until the County Assessor has been given an opportunity to present his/her justification for the assessment.

## **26-39 Officers and Compensation**

The Board of Assessment Appeals shall meet and elect a chairperson, a vice-chairperson. Each of these officers shall serve for a term of one calendar year, from July 1<sup>st</sup> through June 30<sup>th</sup>. Officers may succeed themselves for additional terms and shall serve until their

successor is elected. Compensation will be determined by resolution of County Council.

**26-40 Minutes.**

Minutes must be taken of all conferences of the Board by the Board's administrative assistant provided in accordance with Section 2-79 of the Jasper County Code of Ordinances. The minutes shall be a matter of public record. A copy of the minutes must be sent to the County Auditor and County Assessor. In lieu of certified minutes, an audio or video recording of the meeting may be substituted so long as a copy of the recording is made available to the Auditor, the Assessor, and the general public.

**26-40 Availability of Auditor's and Assessor's records; attendance of Auditor or Assessor at meetings.**

The records of the County Auditor's office and the County Assessor's office shall be available to the Board and the Board may request the presence of the County Auditor and/or the County Assessor at any of their meetings.

**Sec. 26-41 -- 26-44 Reserved.**

**SECTION 2.** Provisions of ordinances previously adopted by County Council, which are not consistent with the restrictions and requirements of this Ordinance O-2024-08 are deemed superseded.

**SECTION 3.** If any section, clause, paragraph, sentence or phrase of this ordinance, or application thereof any person or circumstances must, for any reason be held to be invalid or unconstitutional. The invalid section, clause paragraph, sentence, phrase or application shall no way affect the remainder of this ordinance: and is hereby declared to be the intention of the County Council that the remainder of this ordinance would have passed notwithstanding the invalidity or unconstitutionality of any section, clause paragraph, sentence or phrase thereof.

**SECTION 4.** This ordinance must take effect upon approval by Council.

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L. Martin Sauls. IV, Chairman

Attest:

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Wanda H. Giles, Clerk to Council

Ordinance 0-2024-08

First Reading: 03.04.2024

Public Hearing: 04.01.2024

Second Reading: 04.01.2024

Third Reading: 04.15.2024

Adopted: 04.15.2024

Reviewed for form and draftsmanship by Jasper County Attorney,

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David L. Tedder

Date

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER  
ORDINANCE # 0-2024-09**

**AN ORDINANCE OF JASPER COUNTY COUNCIL**

**To amend the Jasper County Code of Ordinances by repealing Chapter 28, *Utilities*, Articles II through IV in their entirety and replacing them with a new Article II**

**WHEREAS**, The Jasper County Council has undertaken to periodically review County Ordinances for relevance and adjustment; and

**WHEREAS**, The Jasper County Council realizes Ordinances may from time to time become out dated, no longer valid, or may need enhancement or revision; and

**WHEREAS**, pursuant to the powers and authorities granted to counties under Home Rule Act of 1975, and specifically Title 4, Chapter 9 of the Code of Laws of South Carolina, counties may establish or abolish agencies, departments, boards, commissions, and positions in the county in accordance with § 4-9-30 of the Code of Laws of South Carolina; and

**WHEREAS**, the provisions of Article II of Chapter 28, *Hardeeville Area Water Quality Management Agency*, and Article III, *Beaufort-Jasper County Water Authority* are no longer necessary due to the acquisition by the Beaufort-Jasper Water and Sewer Authority of the City of Hardeeville water and sewer system in 2002, and the assumption by the Beaufort-Jasper Water and Sewer Authority of various water supply and distribution functions as well as collection, treatment, disposal and recycling of wastewater in Jasper County, pursuant to South Carolina 2009 Act No. 55, codified as Sections 6-37-10, et seq., and

**WHEREAS**, 2009 Act No 55, Section 2, effective June 2, 2009, specifically provides:

“The provisions of this act are intended to supersede all other legislative acts or actions of a county council which are inconsistent with this act. Therefore, all other legislative acts or actions of a county council taken to date concerning the establishment of the authority that are inconsistent with this act are hereby repealed to the extent of such inconsistencies.”

**NOW THEREFORE, BE IT ORDAINED**, by the Jasper County Council duly assembled and by the authority of the same;

1. The Hardeeville Area Water Quality Management Agency, established by Jasper County Ordinance of 1-7-80, such ordinance being codified at Sections 28-36 through 28-41 (with Sections 28-42 through 28-70 reserved) is hereby abolished, and Article II of Chapter 28, *Hardeeville Area Water Quality Management Agency*, is deleted in its entirety.
2. Article III of Chapter 28 is hereby renamed “Article II, *Beaufort-Jasper County Water and Sewer Authority*, and all Sections of such prior Article III are deleted, with the exception of a new Section 28-36, to read as follows:

Sec. 28-36. Water and Sewer. For provisions regarding the provision of water and sewer facilities in Jasper County, including the authority, jurisdiction, appointment of members and other matters regarding the Beaufort-Jasper Water and Sewer Authority, reference may be had to 2009 Act No. 55, codified at Sections 6-37-10, *et seq.* of the Code of Laws of South Carolina, as such may hereafter be amended.
3. Article IV, *Rural Water System*, is hereby deleted in its entirety, with Code Sections 28-37 through 2-113 to be shown as “*Reserved.*”
4. Pursuant to the requirements of Section 2 of 2009 Act 55, provisions of ordinances previously adopted by County Council, which are not consistent with the provisions of 2009 Act No. 55, are deemed superseded and repealed.

5. If any section, clause, paragraph, sentence or phrase of this ordinance, or application thereof any person or circumstances must, for any reason be held to be invalid or unconstitutional. The invalid section, clause paragraph, sentence, phrase or application shall no way affect the remainder of this ordinance: and is hereby declared to be the intention of the County Council that the remainder of this ordinance would have passed notwithstanding the invalidity or unconstitutionality of any section, clause paragraph, sentence or phrase thereof.
  
6. This ordinance shall take effect upon approval by Council.

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L. Martin Sauls. IV, Chairman

Attest:

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Wanda H. Giles, Clerk to Council

Ordinance O-2024-09

First Reading: 03.04.2024

Public Hearing: 04.01.2024

Second Reading: 04.01.2024

Third Reading: 04.15.2024

Adopted: 04.15.2024

Reviewed for form and draftsmanship by Jasper County Attorney

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David L. Tedder

Date





**MEMORANDUM**

**TO:** Andrew Fulghum, County Administrator  
**FROM:** Danny Lucas, Director, Development Services Division  
**DATE:** April 12, 2024  
**RE:** Parks & Recreation Master Plan Contract

A handwritten signature in blue ink, appearing to be "DL", is located to the right of the "FROM:" line.

By prior communication, I emailed a copy of the Bolton & Menk Contract for Professional Services to you and to County Attorney David Tedder. I have advised Bolton and Menk that Jasper County, as a government agency, does not indemnify 3<sup>rd</sup> parties. Mr. Tedder has supplied alternative language for consideration. Bolton & Menk has received the alternative language suggested by Mr. Tedder. I was hoping that the revised Contract would be available for the April 15, 2024 Council Meeting Agenda Packet.

I suggest you advise the County Council approve the Contract for Professional Services with alternative language agreed upon by Mr. Tedder and Bolton & Menk counsel prior to execution by Jasper County Administrator Andrew Fulghum.

Attachment:



**AGREEMENT FOR PROFESSIONAL SERVICES SC**

**STANDARD PROJECT-PUBLIC CLIENT**

**PUBLIC CLIENT and BOLTON & MENK SOUTHEAST, LLC**

This Agreement, made this 15 day of April, 2024, by and between Jasper County P.O. Box 653 Ridgeland, SC 29936, (“CLIENT”), and BOLTON & MENK SOUTHEAST, LLC, 1298 Professional Drive Myrtle Beach, SC 29577, (“CONSULTANT”).

WITNESS, whereas the CLIENT requires professional services in conjunction with Jasper County Parks and Recreation Master Plan for planning services in connection with the development of the Jasper County Parks and Recreation Master Plan. (“Project”) and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

**SECTION I - CONSULTANT'S SERVICES**

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit I.
- B. Upon mutual agreement of the parties, professional services in addition to the Basic Services (the “Additional Services”) may be authorized as described in Paragraph IV.B, and when so authorized, shall be included with the Services to be provided under this Agreement.

**SECTION II - THE CLIENT'S RESPONSIBILITIES**

- A. The CLIENT shall promptly compensate the CONSULTANT for the Services in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information related to the Project in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.
- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or “municipal advisor” (as described in Section 975 of the Dodd-Frank Wall Street

Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide any such services as may be required for completion of the Project described in this Agreement.

G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit I.

H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

### **SECTION III - COMPENSATION FOR SERVICES**

#### **A. FEES.**

1. The CLIENT will compensate the CONSULTANT in accordance with the Schedule of Fees for the time spent by CONSULTANT'S personnel in performance of the Services. Total fees for the Services shall not exceed \$184,620.00 without the prior consent of CLIENT. See the attached Schedule 1 for Schedule of Fees applicable to this Agreement.
2. The preceding Schedule of Fees shall apply for services provided through December 31, 2024. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs and other market factors. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.
3. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
4. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
5. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
6. Expenses required to complete the agreed scope of services or identified in this paragraph will be invoiced separately, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work
7. The total fees identified in Paragraph III.A.1 include fees for the CONSULTANT'S architectural and park planning consultant, McMillion Pazdan Smith and Tom O'Rourke Parks and Recreation, LLC. CONSULTANT shall be entitled for reimbursement of cost plus an overhead fee (not-to-exceed 10%) for these subconsultant Direct Expenses.

**B. PAYMENTS AND RECORDS**

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for Services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for Services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend Services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for Services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and the Services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to this Contract for a period of six years.

**SECTION IV - GENERAL**

A. **STANDARD OF CARE.** Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. **CHANGE IN PROJECT SCOPE.** In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit I, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and Agreement will be revised in writing.

**C. LIMITATION OF LIABILITY**

1. Liability of CONSULTANT. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project only to the extent caused by the acts, negligence, errors or omissions (whether in the performance of professional services or otherwise) of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants occurring during the scope of CONSULTANT's work on the Project, and provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. This indemnification shall not apply to claims for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT's comprehensive general liability and professional errors and omissions insurance policies.
2. Liability of Client. Jasper County is a governmental entity and political subdivision of the State of South Carolina, and enjoys sovereign immunity, as well as the imposition of duties and protections afforded by the South Carolina Tort Claims Act. Although the County cannot, by law, hold harmless and indemnify any contracting

party, subject to the application of the aforementioned laws and to the limits of its insurance, to the extent permitted by South Carolina law, and provided insurance coverage is provided by the SC Insurance Reserve Fund, Client's insurer, Client shall indemnify, defend and hold harmless Consultant,... (and then add at the end: Client shall maintain insurance with the SC Insurance Reserve Fund during the Term of this Agreement.

3. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. CLIENT waives all claims against individuals involved in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT's corporate entity.
4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

#### D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that

the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST. Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES. It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third party use and adaptation or distribution is explicitly authorized by this Agreement.

H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT

or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY. CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT. This Agreement will remain in effect for the longer of a period of two (2) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. TERMINATION. This Agreement may be terminated:

1. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT'S services for more than 120 days for reasons beyond CONSULTANT'S cause or control; or,
2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. Notwithstanding, the foregoing, this Agreement will not terminate under paragraph IV.K if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 7 days of receipt of the notice.
4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV. H.
5. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.

L. INDEPENDENT CONTRACTOR. Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

M. CONTINGENT FEE. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

- N. **NON-DISCRIMINATION.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein **The CONSULTANT is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**
- O. **ASSIGNMENT.** Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.
- P. **SURVIVAL.** All obligations, representations and provisions made in or given in Section IV and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.
- Q. **SEVERABILITY.** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- R. **CONTROLLING Law.** This Agreement is to be governed by the law of the State of South Carolina and venued in courts of South Carolina; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.
- S. **DISPUTE RESOLUTION.** CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.
- T. **CONFLICT OF INTEREST.** The CONSULTANT certifies that it does not presently have an interest in real estate, development proposals or have a client with development proposals or real estate interests which are located in the Jasper County, or which will directly benefit or be affected by the Project. Furthermore, the CONSULTANT agrees that it will not acquire interest in any real estate or development proposals, or accept a contract with any client owning real estate or having a development proposal in the Jasper County or which will be directly affected or benefitted by the Project without first notifying and discussing said interest or contract with the CLIENT.

**SECTION V - SIGNATURES**

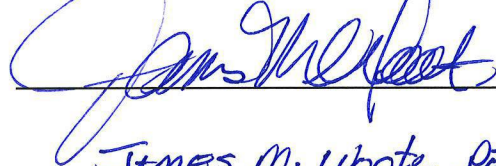
THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: Jasper County

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONSULTANT: Bolton & Menk Southeast, LLC

  
\_\_\_\_\_  
James M. Wooten, PE  
\_\_\_\_\_  
Principal  
\_\_\_\_\_

ATTACHMENTS:

- Schedule 1 Schedule of Fees
- Exhibit A Scope of Services
- Exhibit B Address and Legal Description of Property



**Schedule 1 - Schedule of Fees**  
**Fee Summary for the Jasper County Parks and Recreation Master Plan**

<b>Task</b>	<b>Scope of Service</b>	<b>Proposed Price</b>
1	Project Initiation, Inventory and Analysis of Parks and Facilities	\$23,450
2	Public Engagement	\$60,000
3	Staffing And Funding Needs – Maintenance and Operations	\$20,350
4	Needs Assessment, National Trends Comparison and Level Of Service Analysis	\$10,325
5	Strategic Action Plan and Potential Future Acquisitions	\$36,900
6	Final Plan	\$33,595
	<b>Total</b>	<b>\$184,620</b>

The total fee for the completion of all Work contained in the Scope of Services shall not exceed \$184,620 including all reimbursable expenses, which shall be billed at the Firm’s actual costs.

## 2024 SCHEDULE OF FEES

Employee Classification	Hourly Billing Rates	Employee Classification	Hourly Billing Rates	
Principal Engineer	\$300.00	Professional Land Surveyor	\$225.00	
Director	\$250.00	Survey Manager	\$125.00	
Senior Project Manager	\$225.00	Survey Crew	\$200.00	
Project Engineer	\$200.00	One Man Survey Crew	\$175.00	
Project Manager	\$175.00	Research/Expeditor	\$125.00	
Engineering Designer	\$175.00	Construction Coordinator	\$145.00	
Engineering Technician	\$125.00	Construction Administration	\$175.00	
Engineer in Training (EIT)	\$145.00	Construction Observer	\$145.00	
Stormwater Specialist	\$250.00	SCDHEC – CPESC Inspector	\$150.00	
Senior Planner	\$200.00	Regulatory / Governmental Liaison	\$300.00	
Urban Planner	\$175.00	Permit Coordinator	\$150.00	
Planner	\$175.00	Expert Witness	\$500.00	
Sr. Landscape Architect	\$225.00	Certified Arborist	\$250.00	
Landscape Architect	\$175.00	Intern	\$75.00	
Landscape Designer	\$145.00			
GIS Analyst / Technician	\$225.00			
Senior Environmentalist	\$225.00			
Graphic Designer	\$175.00			
Administrative	\$100.00			
REIMBURSABLE EXPENSES				
Blackline Prints	\$4.00/per sheet	Color Printing		
Travel Expense	\$0.70/mile	Size	Color Bond	Photo Bond
Photocopy – Color	\$0.50/sheet	24 x 36	\$8.00 / sheet	\$30.00 / sheet
Photocopy – B/W	\$0.25/sheet	30 x 42	\$12.00 / sheet	\$35.00 / sheet
Outsourced Expenses	\$ Cost plus 15%	36 x 48	\$20.00 / sheet	\$40.00 / sheet
Courier – Local	\$30/trip	54 x 60	\$35.00 / sheet	\$60.00 / sheet
Courier - +20 miles	\$50/trip	54 x 76	\$50.00 / sheet	\$75.00 / sheet
		54 x 96	\$50.00 / sheet	\$100.00 / sheet

The Above Hourly Rates May Be Increased After One Year from Date of Contract, or Approved Proposal.

## Exhibit A – Scope of Services

### Jasper County Parks and Recreation Master Plan

Bolton & Menk, Inc (herein after referred to as the “CONSULTANT”) is pleased to provide our proposal to the Jasper County, SC (herein after referred to as the “CLIENT”) for planning services in connection with the development of the Jasper County Parks and Recreation Master Plan. The following Scope of Services will be carried out primarily by CONSULTANT and, as applicable, CONSULTANT's subconsultants (collectively referred to as "CONSULTANT Team").

#### **I.SCOPE OF SERVICES**

##### **TASK 1: PROJECT INITIATION, INVENTORY AND ANALYSIS OF PARKS AND FACILITIES**

###### Task 1A – General Coordination

The CONSULTANT will attend, make presentations, and facilitate virtual general coordination meetings or conference calls with the CLIENT for the Parks and Recreation Master Plan. Routine coordination between milestone meetings or conference calls will occur via telephone, email, or interaction over a file share site. Bolton & Menk, Inc. will serve as the primary point of contact for the CLIENT and will coordinate with CONSULTANT members as necessary.

The CONSULTANT will prepare monthly progress reports that will show the tasks that have been completed, upcoming tasks and milestones and request for information and tasks that is to be provided by the Client.

###### Task 1B – Baseline Data Exchange

The CLIENT will provide the CONSULTANT with available GIS data, resource documents, growth forecasts, economic data, focus group categories and members, development data, etc. identified as important to the master planning process at the onset of the project. Data will be exchanged via a file share site. The CONSULTANT will use this information for its inventory and analysis to support recommendations in subsequent phases of the master planning process. The CONSULTANT will collect data or additional information vital for the development of the Master Plan not provided by the CLIENT as described in subsequent tasks identified below.

The CONSULTANT Team will review the information provided by the CLIENT, identify deficiencies, and suggest alternative methods for collecting or creating missing data.

###### Task 1C: Strategic Kickoff Meeting

The CONSULTANT will facilitate an in-person strategic kickoff meeting with the project management team (PMT), comprised of county staff and steering committee members. The purpose of this meeting is to discuss scope and project approach, goals (including mission and vision), identify focus group members, project schedule and milestones, and review other critical items. The CONSULTANT will provide the meeting agenda, handouts, and will prepare meeting minutes after the discussion.

###### Task 1D – Regional Context and Demographics

The CONSULTANT will review and summarize available data and findings provided by the CLIENT related to regional influences — economic, cultural, environmental, or political. The demographic data provided should summarize population, household, housing, income, education, and employment information. Upon review of CLIENT provided material, additional supplemental information from the U.S. Census Bureau, American Community Survey, Five-Year Estimates, the Bureau of Labor Statistic,; the South Carolina Department of Labor, SC Revenue and Fiscal Affairs Office, ArcGIS Community Analyst, or other pertinent sources may be assessed by the CONSULTANT. The results will be reviewed with the CLIENT for accuracy.

###### Task 1E: Preparation of Base Mapping

Working with our GIS team and county staff, the CONSULTANT will develop base mapping for the overall park system as

well as individual park facilities to use throughout the planning process.

#### Task 1F: Park and Facility Inventory

Upon completion of the previous tasks, the CONSULTANT will use GIS to conduct an inventory analysis and assessment of the county parks and facilities to collect existing conditions, locate park features and amenities that have were not previously inventoried. It is anticipated that the CONSULTANT Team will conduct a (3) three-day site visit of the county parks to review the existing conditions to include int the facilities assessment. The CONSULTANT will coordinate this effort with the CLIENT staff and the CONSULTANT Team to develop a comprehensive park and facility inventory database s in a format that will be used for the development of the Master Plan. for the development of the Master Plan.

The following information will be inventoried:

1. Component type and location
2. Evaluation of component functionality
3. Evaluation of park design and ambiance
4. Condition and Life cycle forecasting
5. Identified accessibility issues or constraints
6. Site photos

(Excluded from the scope is a structural condition assessment of facilities such as picnic shelters and enclosed structures.)

#### Task 1G – Important Planning Themes

The CONSULTANT will consider thoughts, opinions, issues, themes and goals generated from recent planning efforts, and from discussions from meeting with county staff and steering committee. This evaluation will be summarized quantitatively and/or qualitatively and will be organized into important issues for Jasper County to address in the new Parks and Recreation Master Plan.

#### **Task 1 Deliverables:**

- **In-Person Strategic Kickoff Meeting & Minutes**
- **Monthly virtual check-in meetings (1-hour, up to eight (8) total)**
- **Monthly progress reports (eight (8) total)**
- **Base Map**
- **Regional and Context Demographics summary**
- **Park Inventory Assessment summary and Mapping**
- **Summary and validation of common themes and goals**

### **TASK 2: PUBLIC ENGAGEMENT**

#### Task 2A – Public Engagement Plan

The CONSULTANT will work with the CLIENT to develop a Public Engagement Plan that is a balanced and equitable approach to hosting in-person events and meetings coupled with virtual engagement and outreach opportunities to gather community information, perceptions, and ideas.

#### Task 2B – Focus Group and Key-Person Interviews

The CONSULTANT will facilitate focus group meeting and key-person interviews to gain a detailed understanding of the Jasper County Parks and Recreation department history, current conditions, and future plans and vision. A SWOT analysis will be conducted with these groups to identify potential improvements and challenges to the existing park system. It is anticipated that special interest groups will be organized into focus groups around topics such as athletics and recreation, schools and institutions, faith organizations, placemaking, economic development, health, youth, and seniors.

## TASK 2C: Public Survey

The CONSULTANT Team will prepare and administer conduct a public survey for this project for all residents, businesses, and organizations in and around the County to share their feedback on the Jasper County Parks and Recreation system. It is anticipated that the survey will be open for a six-week period to provide a reasonable time for the community to complete. In addition to an online version of the survey, The CLIENT will be asked to distribute hardcopies of this survey to locations of the county as identified by county staff and the steering committee.

The Jasper County communication channels (website, social media, press releases, postings at facilities, etc.) are typically used to promote the open link surveys. As with the online version of the survey, the hardcopy survey can be made available additional languages upon request (additional fee may apply).

After the survey is closed, the CONSULTANT will review and analyze the results and will prepare an infographic report to be presented to the CLIENT staff and steering committee prior to the Community Workshop.

## Task 2D – Open House – Community Workshops #1 – Findings and Visioning

The CONSULTANT Team will facilitate two community listening sessions to check our understanding and reflects the community's desires. The locations for these workshops shall be in the Town Ridgeland and the City of Hardeeville. Engagement materials and activities that will educate the public during this meeting about the importance of the Parks and Recreation master planning process will be prepared. Preliminary findings for the public survey will be presented at this meeting to provide insight into overall community needs and priorities and build upon initial research. The CONSULTANT will use various engagement techniques which may include instant feedback polling to identify ideas and concepts that receive the most support. Following the presentation and polling, the meeting will break into small groups to review base maps to pinpoint locations of desired amenities, trails, and programs. The facilitated discussions will highlight goals, existing barriers to use, and the community's priorities and aspirations for public parks and recreation.

## Task 2E – Open House – Community Workshops #2

Upon completion of the Draft Plan, The CONSULTANT Team will facilitate a second set of Open House – Community Workshops to present the Draft Plan and recommendations and to solicit feedback from the public and stakeholders. The locations for these workshops shall be in the Town Ridgeland and the City of Hardeeville. Input and data collected during this meeting will be incorporated into the final draft plan. Input will be sought on the proposed physical plan and on plan goals and objectives that were developed based on conversations held during the first community workshop, the public surveys, and discussions with the focus groups and steering committee. During this meeting the CONSULTANT Team will ask the public to prioritize the plan elements that they think are the most important. This information will be incorporated in a Key Issues Matrix that will be a part of the Park Master Plan.

## Task 2F – Pop-Up Meetings and Intercept Survey

The CONSULTANT Team will facilitate two pop-up events to conduct the intercept survey hosted in unique settings, as determined by the CLIENT and steering committee, that engage community members where they already are to gain input and onsite feedback related to the master plan.

## **Task 2 Deliverables:**

- **Public Engagement Plan**
- **Focus Group and Key-Person Interview Results Memorandum**
- **Public Engagement Meetings and Presentations Completed**
  - **Steering committee virtual meetings (eight (8))**
  - **Focus Group and Key-Person Interviews - up to two (2) days of facilitated meetings.**
  - **Open House – Community Workshops #1 (two (2))**
  - **Open House – Community Workshops #2 (two (2))**
  - **Pop-up meetings with intercept survey (two (2))**
- **Public Survey and Report**

### **TASK 3 –STAFFING AND FUNDING NEEDS – MAINTENANCE AND OPERATIONS**

The CONSULTANT Team will work with CLIENT staff to review the existing organization structure, staffing, and funding allocations to assess how Jasper County compares to national averages and communities with similar parks systems. By reviewing this data, the CONSULTANT will identify opportunities for adjustments the county could consider for improving park functions and Level of Service (LOS). This effort will include a review of funding strategies and the comparative expectations resulting from adjustments to these resource investment strategies.

#### Task 3A: Comparison to National Averages

To obtain a better understanding of resource needs currently applied to the county's park and recreation system, the CONSULTANT Team will coordinate with the CLIENT to obtain data on the existing organizational structure, staffing, and funding strategy. The CONSULTANT will review this information against national averages as well as comparative communities to determine potential opportunities that could help the county adjust resource allocation and improve LOS.

#### Task 3B: Operations and Maintenance Budget and Staffing Analysis

Based on the comparison of budget and staffing relative to national averages and comparable communities, the CONSULTANT will provide an analysis to establish the needs to maintain the current LOS. Depending on the findings, the CONSULTANT Team will establish differing resource needs that would allow the county to provide adequate and desired LOS, respectively.

#### Task 3C: Develop Funding Strategies

The CONSULTANT Team will review prepared funding strategies for staffing and operational needs based on identified needs in each of the previous sub-tasks. This effort will include identification of potential funding sources or program partners that may be viable in assisting with projects identified.

#### **Task 3 Deliverables:**

- **Organization structure review and recommendations**
- **Department operations, maintenance and budget analysis**
- **Identification of potential funding strategies**

### **TASK 4: NEEDS ASSESSMENT, NATIONAL TRENDS COMPARISON & LEVEL OF SERVICE ANALYSIS**

Upon completion of the inventory analysis and simultaneously with public involvement the CONSULTANT Team will review the current parks and recreation system and compare findings against national averages. We will evaluate needs to determine gaps in current offerings. This process will consider immediate- (0-3 years), mid- (3-7 years), and long-term (7+ years) needs to begin mapping the path for fulfilling these items.

Evaluating this information with respect to national trends and benchmarks—along with the operational needs and goals of the Parks and Recreation Department— will be included in this task. Results from the community survey and pop-up meetings will provide foresight into identified recreational gaps.

#### Task 4A: Community Needs Assessment

Input and comments obtained from the public survey, focus group meetings and the key-person interviews will be used for the development of the community needs assessment. This task is to identify and understand how the community uses the existing system while gaining insight into desired features. The results of this task will inform gaps that can be filled through additional features to key parks, or adjustments in programming to better meet these needs.

#### Task 4B: Recreational Participation Review

The CONSULTANT will collaborate with county staff to obtain and review participation data with the community's parks and recreational facilities. This review will include the identification of existing programs, agency partners, fee structures, and activities used to promote greater access to the county's parks and recreational facilities. This task will also include identification of recreational trends and opportunities for future resource allocation aimed at participation in the community's recreational offerings. This process will help to better understand the market areas served by the park and

recreation system and distinguish customer groups, to determine possible changes and desires within the county and assist in making proactive decisions to accommodate the shifts and needs.

#### Task 4C: Level of Service Analysis

The CONSULTANT will use information collected during the inventory task to compare the park system to counties of similar size according to National Recreation and Park Administration (NRPA) metrics. This will provide insight into where the county's system may be over- or under-performing and will aid in prioritizing improvements.

#### Task 4D: Level of Service Mapping

The CONSULTANT will develop a series of LOS maps (Assumes X #) that illustrate the distribution of parks and specific park amenities within the county to look for gaps in overall service. This task will identify the locations of public facilities and parks, schools, and private entities that. The collection of these elements and understanding their uses will assist in determining if community recreation needs are being met and what additional park and recreation facility improvements or public-private partnerships may be needed to meet the needs of the community.

#### Task 4E: Identify Recreation Opportunities and Needed Park Improvements

Based on input collected during the engagement process and the community needs assessment, along with the evaluation of the existing county's parks and facilities, The CONSULTANT will work with the county staff to prepare recommendations for short- and long-term enhancements and/or improvements to the county's parks and facilities. This effort will be a brainstorming session; the results will be refined and included in the Implementation Strategies section of the Parks & Recreation Master Plan.

#### **Task 4 Deliverables:**

- **Community Needs Assessment Memorandum**
- **Demographic Analysis Report**
- **Level of Service evaluation documentation and Gap Analysis mapping**
- **Identification of Recreation Opportunities and Needed Park Improvements**

### **TASK 5 –STRATEGIC ACTION PLAN AND POTENTIAL FUTURE ACQUISITIONS**

#### Task 5A: Strategic Action Plan

The CONSULTANT will prepare an action plan for the Parks and Recreation Master Plan that will describe the portfolio of implementation projects recommended to advance the shared community vision described in the plan. This may include enhancements to organizational and operational efficiencies, marketing and outreach, programs and services, facilities and amenities, funding, and finances. equity measures, and follow-up studies and plans to be undertaken by the CLIENT after the completion of this Master Plan. The work will include an Implementation Feasibility Assessment to verify that the measures recommended are aligned with plan goals and feasible for the County and its partners to implement. Priority strategies will be summarized in an implementation matrix that details the lead party, relative priority, partnership opportunities, potential funding sources, approximate start timeframe, and next steps for each project. Some of the information for the action plan will be summarized from other sections in the Parks and Recreation Master Plan. The deliverable of this task will be presented in the initial draft of the Parks and Recreation Master Plan.

#### Task 5B: Prepare Capital and Operations Costs

Our team will use the prioritized list of recommendations to prepare general capital and operation costs, informing anticipated needs from identified improvements. We will note assumptions included in these efforts to better assist the county as it plans for refinement and future implementation.

#### Task 5C: Capital Improvement Plan (CIP)

We will facilitate a discussion with county staff to review the list of recommendations to prepare an updated list of Capital Improvement Projects for consideration in upcoming funding cycles. This effort may include identification of potential land acquisition efforts for better LOS within the overall park system improvements.

#### **Task 5 Deliverables:**

- **Strategic Action Plan, Implementation Strategies, Capital Improvement Plan and Summary Matrix**
- **Development of Key Issues Matrix based on public, staff and consultant input**

#### **TASK 6: FINAL PLAN**

The CONSULTANT will prepare the Jasper County Parks and Recreation Master Plan to summarize the planning process, background information, and future year recommendations. The document will be graphic-based and supported by text and tables appropriate for conveying information. Efforts will be made to keep the document brief and to-the-point with the primary objectives being to 1) efficiently summarize the County's vision, goals, and intended outcomes; 2) effectively present policies and maps; and 3) concisely summarize data needed to support recommendations.

##### Task 6A: Parks and Recreation Master Plan (Initial Draft)

The CONSULTANT will prepare and submit a Parks and Recreation Master Plan (initial draft) to the CLIENT and the project steering committee for review. A working draft of the master plan (80%) will be provided to the Client for review to verify that the layout and formatting, as well as the information prepared to date, aligns with the county's vision for this document.

##### Task 6B: Parks and Recreation Master Plan (Public Hearing Draft)

The CONSULTANT will revise the initial draft of the Parks and Recreation Master Plan (one round of consolidated edits) to reflect comments or requests for revision from the CLIENT and the project steering committee. The CLIENT will summarize and prioritize all comments on the draft document and resolve conflicting comments for the CONSULTANT. This version of the document will be made public to start the official adoption process.

##### Task 6C: Parks and Recreation Master Plan (Final)

The CONSULTANT will revise the public hearing draft of the Parks and Recreation Master Plan (one round of edits) based on requests made through formal motion by the Parks and Recreation Advisory Committee or County Board of Commissioners during adoption hearings. The revised document will constitute the adopted Jasper County Parks and Recreation Master Plan.

#### **Task 6 Deliverables:**

- **Electronic copies of work files, in their native file format, created to support the Parks and Recreation Master Plan will be delivered to the CLIENT for their use independent of the CONSULTANT.**
- **Two electronic versions of the final Parks and Recreation Master Plan will be delivered under Task6C: 1) a version in PDF format suitable for posting to the CLIENT'S official website, and 2) a print-ready version in PDF format suitable for professional printing.**
- **Five (5) bound hardcopies of the final plan.**
  - **All printing costs and responsibilities for the final Parks and Recreation Master Plan are assigned to the CLIENT.**

#### **EXCLUSIONS/ADDITIONAL SERVICES**

- Individual park design, feasibility studies and/or Master Plan
- Structural engineering review of facilities or structures.
- Project website development. It is understood that the county IT Department will be responsible for coordination of this effort, if required.
- Statistically Valid Survey
- Grant applications for priority projects
- Branding and wayfinding plan
- Promotional Video Production
- Aerial or ground survey services (mapping, UAV flight footage preparation, etc.)



- 3D models or perspectives
- Additional meetings requested by the CLIENT that are not identified in the above tasks and deliverables.
- Other client-directed services not specifically described in the Scope of Services.

The above-described services are not included under this agreement. Should these services be required in the future, a Task Order amendment may be prepared to cover the additional scope of work and associated fee.

**EXHIBIT B – ADDRESS AND LEGAL DESCRIPTION**

**Address:**

**Legal Description:**

**We do not have a tax map number as this project is for the entire County of Jasper. No address or legal description.**



# Jasper County Finance Department

358 Third Avenue, Post Office Box 1149  
Ridgeland, South Carolina 29936  
Phone (843) 717-3692 Fax (843) 717-3626

Kimberly Burgess, CPA  
Director of Administrative Services  
[kburgessr@jaspercountysc.gov](mailto:kburgessr@jaspercountysc.gov)

## Jasper County Council Replacement Fence at Sgt. Jasper Park Bid Presentation

<b>Meeting Date:</b>	April 15, 2024
<b>Subject:</b>	Presentation of bids for the replacement of fencing at Sgt. Jasper Park
<b>Recommendation:</b>	Council accept the bid from Graybar Fence Co., Inc. in the amount of \$29,500 to remove the existing fencing and replace per of work in the invitation to bid, including addendum #1, and to authorize the County Administrator to execute all documents necessary to complete the project.

**Description:** Jasper County advertised for sealed bids to remove and replace existing fencing at Sgt. Jasper Park. The bids were due on March 20, 2024, at 2:00 PM. Eight (8) bids were received. The apparent conforming, low bidder is Graybar Fence Co., Inc. with a bid of \$29,500 (excluding, if any, applicable sales tax.)

**Recommendation:** Staff recommends that the County Council accept the bid from Graybar Fence Co., Inc., in the amount of \$29,500 and to authorize the County Administrator to execute all documents necessary to complete the project.

### Attachments:

Graybar Fence Co., Inc. bid  
JDH Decks & Fences, Inc. bid  
Ace Fence Company, LLC bid  
BullzEye Equipment & Supply, LLC bid  
Byrd's Taylormade Fence bid  
G. M. Phillips Construction LLC bid  
Meric Builders, LLC bid  
Southern Fence bid  
Bid Tab Sheet  
Invitation to Bid Advertisement  
Invitation to Bid



JDH DECKS & FENCES, INC.

30 BRYCE INDUSTRIAL  
DRIVE  
Savannah, GA 31405

# Estimate

Date	Estimate #
3/19/2024	12595

Name / Address
Jasper County Clemnta C Pinckney Bldg 358 3rd Avenue Ridgeland, SC 29936

Description	Qty	Rate	Project
			IVTB #2024-11
			Total
1,452 L.F. 6H BLACK Chain Link Fence-PER SPECS and Scope of Work. with 1-6x28 Cantilever Gate and 1-6x20 Double Gate		49,915.00	49,915.00
		0.00	0.00
		0.00	0.00
All material is guaranteed to be as specified, and the above work to be performed in accordance with the above quote ONLY, and completed in a substantial workmanlike manner with a one-year Labor warranty. JDH Fences is not responsible for location or damage to the irrigation. If a contract is cancelled, a 45% restocking fee will be charged. If JDH Fences arrives to install the fence and there is a dispute, the homeowner will be charged \$100 per hour on the job site. We are not responsible for survey property pins.			49,915.00

We look forward to working with you!		<b>Total</b>	\$49,915.00

Phone #	Fax #	E-mail	Web Site
912-748-1907	912-330-1015	paige@jdhdecksandfences.com	www.jdhdecksandfences.com

**Ace Fence Company, LLC.**  
 PO Box 685  
 Lobeco, SC 29931  
 (843)962-4160  
 AceFenceCompanyllc@gmail.com

# Estimate



**ADDRESS**  
 Jasper County  
 Attn: Kim Burgess  
 PO BOX 1149  
 Ridgeland SC, 29936  
 (843) 717-3692  
 Maintenance Manager  
 Olan Roberts  
 843-368-3194  
 Job Address:  
 SGT. Jasper Park  
 1458 Red Dam RD  
 Hardeeville SC 29927

ESTIMATE #	DATE
1420	03/25/2024

**P.O. NUMBER**  
 IVTB #2024-11 RE-BID

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	<b>Services</b>	Install approx. 1452' of 6' 9 gauge commercial grade black vinyl chain link with 1/ 6'Hx 28W' black vinyl cantilever roll gate, and 1/ 6'H x 20'W black vinyl double drive gate. *All posts to be set in concrete *All post to be 3' deep *Grading may be necessary. *County responsible for removal and disposal of existing split rail.	1	38,789.00	38,789.00

If you wish to pay with a credit or debit card, a 3% processing fee will be added to the estimate total.

If you wish to proceed, you must sign and date the form and return to us. A 50% deposit for all jobs \$2,500 or more will be required in order to procure materials. Once we have confirmation to move forward with the project and the deposit, we will order materials and get your job scheduled.

Acceptance - The above proposal when accepted by the Company, becomes a contract between two parties and is not subject to cancellation.

Silence on the part of the Company shall not be construed as an acceptance of this proposal. In case payment is not made as specified (in Terms of Payment) the Company reserves the right to repossess all materials used on this job without recourse customer responsible for legal fees associated with further collection activity. PROPERTY OWNER is solely responsible for locating, staking, and clearing fence lines. Purchaser also agrees that the Company will not be held responsible or liable for any damage of any nature to underground obstructions, and understands there is no warranty on wood fence materials.

If contract is changed after the erection crew delivers the material, there will be a \$125.00 per house charge for the time lost.

If contract is cancelled a 25% of contract price will be charged.

TOTAL

**\$38,789.00**

Accepted By

Accepted Date

If you wish to pay with a credit or debit card, a 3% processing fee will be added to the estimate total.

If you wish to proceed, you must sign and date the form and return to us. A 50% deposit for all jobs \$2,500 or more will be required in order to procure materials. Once we have confirmation to move forward with the project and the deposit, we will order materials and get your job scheduled.





# BYRD'S TAYLORMADE

Byrd's Taylormade Fence  
P.O. Box 1913  
Sumter, SC 29151

QUOTE

**BILL TO:** Jasper County  
IVTB # 2024-11 Re-Bid  
Replacement Fencing  
Sgt. Jasper Park  
1458 Red Dam Road  
Hardeeville, SC 29927

DATE	DESCRIPTION	UNIT PRICE	AMOUNT
3/28/2024	Install 1452 LF of Black 6ft 9-gauge core chain link fencing with 1 28ft Cantilever gate and one 20ft DD gate, all posts set in concrete. Level ground as needed.		\$46,353.10
	Keith Hanks Manager 803-406-0052		

**QUOTE IS HONORED FOR 90 DAYS.**

**ACCEPTANCE APPROVAL:**

**THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK SPECIFIED. PAYMENTS WILL BE MADE AS OUTLINED IN THE TERMS.**

Date:	3/28/2024
Signature	Jimmy Byrd, Owner
	Cell 803-983-3188

**P: 803-458-8514**  
**byrdstaylorlormade@gmail.com**



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## IVTB #2024-11 RE-BID

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REPLACEMENT FENCING at Sgt. Jasper Park  
1458 Red Dam Road, Hardeeville, SC, 29927



March 28, 2024

G.M. Phillips Industrial & Construction Services, LLC.

Owner/Operator: Quintrel J. McNeil

3910 Slaughter Drive, Orangeburg, SC, 29115

Office: 704-936-7131

Mobile: 843-599-1434

Email: [trellmc2@gmail.com](mailto:trellmc2@gmail.com)

**IVTB #2024-11 RE-BID:  
Replacement Fencing at Sargent Jasper Park**

**March 28, 2024**

**Business Name: G.M. Phillips Industrial & Construction Services, LLC.**

**D/B/A: G.M. Phillips Construction, LLC.**

**SCEIS Vendor Name: Quintrel McNeil**

**SCEIS Vendor Number: 7000344559**

**Address: 1168 Gloria Street, Orangeburg, SC, 29115**

**\$1,000,000 of General Liability**

**\$1,000,000 of Workers Compensation**

**\$1,000,000 of Business Automobile Liability**

**Estimated Cost:**

- Materials cost is \$27,438.88.
- The labor will cost \$30,000.
- Turn-Key Total Cost: \$57,438.88
- Upon arrival to the jobsite, 15% of total turn-key cost for mobilization:  
\$8,615.83

**Timetable:**

G.M. Phillips Construction proposes that the work can be done in 2 months of the start date in the following order:

1. Cleaning will be done daily to ensure the safety of the public and workers.
2. Grade and Level ground for installation of 4 feet high black vinyl chain link fencing.
3. Prepare and install string line for installation of 6 feet high black vinyl chain link fencing.
4. Install terminal post and line post for 4 feet black vinyl chain link fencing.
5. Install 1452 linear feet 6 feet tall black vinyl coated 9-gauge chain link fencing in the same location of the fencing that was removed.
6. Finish tying the 6 feet tall chain link fencing to the terminal and line post with security ties.
7. Install 28 feet long by 6 feet tall cantilever gate.
8. Install 20 feet long by 6 feet tall double drive gate.

## **Knowledge and Experience of Key Staff:**

**Carl Walker** has 30 good years of installing, removing, and modifying of various types of fence work that includes, but is not limited to, chain link fence (of any height and minus the electrical part), security fence (of any height and minus the electrical part), wood panel fence (of any height and minus the electrical part), aluminum raw iron fence (of any height and minus the electrical part), single/double chain link fence gates (of any height and minus the electrical part), single/double wood panel fence gates (of any height and minus the electrical part), single/double aluminum raw iron fence gates (of any height and minus the electrical part), and single/double vinyl fence gates (of any height and minus the electrical part).

**Quintrel J. McNeil** has 5 good years of installing, removing, and modifying of various types of fence work that includes, but is not limited to, chain link fence (of any height and minus the electrical part), security fence (of any height and minus the electrical part), wood panel fence (of any height and minus the electrical part), aluminum raw iron fence (of any height and minus the electrical part), single/double chain link fence gates (of any height and minus the electrical part), single/double wood panel fence gates (of any height and minus the electrical part), single/double aluminum raw iron fence gates (of any height and minus the electrical part), and single/double vinyl fence gates (of any height and minus the electrical part).

**Ben Hawes** has 4 good years of installing, removing, and modifying of various types of fence work that includes, but is not limited to, chain link fence (of any height and minus the electrical part), security fence (of any height and minus the electrical part), wood panel fence (of any height and minus the electrical part), aluminum raw iron fence (of any height and minus the electrical part), single/double chain link fence gates (of any height and minus the electrical part), single/double wood panel fence gates (of any height and minus the electrical part), single/double aluminum raw iron fence gates (of any height and minus the electrical part), and single/double vinyl fence gates (of any height and minus the electrical part).

**Rodney McNeil** has 3 good years of installing, removing, and modifying of various types of fence work that includes, but is not limited to, chain link fence (of any height and minus the electrical part), security fence (of any height and minus the electrical part), wood panel fence (of any height and minus the electrical part), aluminum raw iron fence (of any height and minus the electrical part), single/double chain link fence gates (of any height and minus the electrical part), single/double wood panel fence gates (of any height and minus the electrical part), single/double aluminum raw iron fence gates (of any height and minus the electrical part), and single/double vinyl fence gates (of any height and minus the electrical part).

**Availability:**

G.M. Phillips Construction can be available within a given a month notice of the award of the project.

**Experience and demonstrated competence on similar contracts:**

G.M. Phillips Construction has installed over 500 linear ft of 6 ft high by 8 ft wide wood fence panels with one 6 ft single gate and a 6 ft double gate for Ms. Karen at her home in Walterboro, SC.

G.M. Phillips Construction has installed over 300 linear ft of 4 ft and 5 ft chain link fence for Mr. Reginald J. McNeil, Sr. at his home in Walterboro, SC.

G.M. Phillips Construction has installed over 100 linear ft of hog wire for Elaine D. McNeil at her home in Orangeburg, SC.

G.M. Phillips Construction has installed over has modified and installed over 50 linear ft of 4 ft high chain link fence for Jackie Givens at her home in Walterboro, SC.

### **Understanding of project scope:**

G.M. Phillips Construction, completely understands the scope of the project that is needed to be performed for the completion of this fence project for the Sargent Jasper Park which includes the following:

1. Removal and disposal of 1452 feet of existing 6 ft tall, two rail wooden fencing.
2. Installation of 1452 feet 6 feet tall black vinyl coated galvanized 9-gauge chain link fencing.
3. Installation of a 28 ft long by 6 ft tall, cantilever gate
4. Installation of a 20 ft long by 6 feet tall double drive gate
5. All posts shall be set in concrete.
6. All gate and terminal posts holes shall be 3 feet deep.
7. All trash and debris will be cleaned up at the end of every day.

### **Project Location:**

1458 Red Dam Rd, Hardeeville, SC, 29927

### **References:**

Larry Edwards, Cell Phone: 803-351-9632, Address: 198 Sunset Drive, West Columbia, SC, 29172

Reginald J. McNeil Sr., Cell Phone: 843-599-1944, Address: 602 Chestnut Road, Walterboro, SC, 29488

Karen Klein, Cell Phone: 518-929-4528, Address: 219 Volunteer Lane, Walterboro, SC, 29488

Elaine D. McNeil, Cell Phone: 843-584-5600, Address: 3910 Slaughter Drive, Orangeburg, SC, 29118

Jackie Givens, Cell Phone: 843-217-8025, Address: 113 Lewis Street, Walterboro, SC, 29488

**Years in business:**

G.M. Phillips Construction, has been performing subcontract and small general contractor business since December 11, 2019.

The types of work that we perform are fencing (of any type), concrete work (of any type), demolition (of any type), carpenter (of any type), metal roofing (of any type), low voltage electrical (of any type) and landscaping (of any type).



# ESTIMATE

**Meric Builders LLC**  
1235 State Line Rd  
Gaffney, SC 29341

matt@mericbuilders.com  
+1 (864) 205-7796



## Devonte Genwright

### Bill to

Devonte Genwright  
Jasper County  
Clementa C. Pinckney Government Building  
358 3rd Ave.  
Ridgeland, SC 29936  
United States

### Ship to

Devonte Genwright  
Jasper County  
Clementa C. Pinckney Government Building  
358 3rd Ave.  
Ridgeland, SC 29936  
United States

### Estimate details

Estimate no.: 138  
Estimate date: 03/19/2024

#	Date	Product or service	Qty	Rate	Amount
1.		<b>Fence</b> 1. Provide and install 1,452 of commercial grade 6 high 9-gauge black coated chain link fencing. 2. Provide and install a 6 x 28 black vinyl coated can lever roll gate. 3. Provide and install a 6 x 20 black coated double drive gate. 4. All posts should be set in concrete and set three (3) feet deep. 5. Line post spacing should be ten (10) feet. 6. Pipe shall be Schedule 40. 7. All gate posts should be three (3) feet deep. 8. Grading the ground level for installation of fence. 9. Cleaning of debris on job site daily. 10. Provide necessary permits.	1	\$57,734.60	\$57,734.60

**Total** **\$57,734.60**

### Note to customer

Job# IVTB #2024-11



# Southern Fence

1836 Trask Parkway | Seabrook, South Carolina 29940  
(843) 846-1704 | info@southern-fence.com | https://southern-fence.com

**RECIPIENT:**

**Jasper County**  
1458 Red Dam Road  
Hardeeville, South Carolina 29927

**Quote #2130**

Sent on Mar 27, 2024

**Total \$60,985.00**

Product/Service	Description	Total
Chain Link - 6 ft - Black (10' O.C.)	Type: Commercial Grade (9-guage wire, schedule 40), post concreted Barbed Wire: None Install: 1452' with 1/20' double drive gate and 1/28' cantilever roll gate	\$60,985.00*

**A deposit of \$30,492.50 will be required before work can be scheduled. Deposits are fully refundable in the event HOA or ARB disapproves project.**

**Total \$60,985.00**

Solicitation Number: IVTB #2024-11 RE-BID

This quote is valid for the 14 days, after which values may be subject to change.

Acceptance - The above proposal when accepted by the Company, at its main office, becomes a contract between two parties and is not subject to cancellation. Silence on the part of the Company shall not be considered acceptance of this proposal.

Terms of Payment: Collect on Delivery (COD)

In case payment is not made as specified in Terms of Payment, the Company reserves the right to repossess all materials used on this job without recourse.



## Southern Fence

1836 Trask Parkway | Seabrook, South Carolina 29940  
(843) 846-1704 | info@southern-fence.com | <https://southern-fence.com>

### Notes Continued...

PROPERTY OWNER is solely responsible for locating, staking, and clearing fence lines and obtaining permits or approvals (if applicable). Purchaser also agrees that the Company will not be held responsible or liable for any damage of any nature to underground obstructions, landscaping, and understands that there is no warranty on wood fence work or materials.

Change/Cancellation: Deposits are non-refundable once materials have been ordered unless HOA or ARB disapproves project in writing. If contract is changed or appointment is cancelled by purchaser within 96 hours of scheduled work, a minimum surcharge of \$250 will be applied plus any additional costs related to new scope of work. Any change in scope to this quote will require a new quote signed before work can begin.

Wood Fences undergo a natural drying process as they are exposed to outdoor conditions. As a result, all wood will likely warp, crack, split, and check to a certain degree. Due to this natural process, we provide no warranty coverage for wood materials.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# Jasper County Bid Sheet

Sgt. Jasper Park Fence Replacement  
3/20/2024 ZPM

Company Name	Address	Amount of Bid	Remarks/Total
Graybar Fence Co. Inc.	36 Savannah Hwy. P.O. Box 272, Partlow, SC 29155 Burton, SC 29106	\$29,500.00	
JDH Decks & Fences, Inc.	30 Bryce Industrial Dr. Savannah, GA 31405	\$49,915.00	
Ace Fence Coy LLC	P.O. Box 685 Lobeco, SC 29131	\$38,789.00	
BullzEye Equipment & Supply LLC	P.O. Box 484 Monks Corner, SC 29461	\$119,500.00	
Byrd's Taylormade Fence	P.O. Box 1913 Sumter, SC 29151	\$46,353.10	



# Jasper County Bid Sheet

Sgt. Jasper Park Fence Replacement  
3/20/2024 2PM

Company Name	Address	Amount of Bid	Remarks/Total
G.M. Phillips Industrial & Construction Services LLC	1168 Gloria Street Orangeburg, SC 29115	\$57,438.88	
Merie Builders, LLC	1235 State Line Rd. Gaffney, SC 29341	\$57,734.60	
Southern Fence <del>LLC</del>	1836 Trask Pkwy. Seabrook, SC 29170	\$60,985.00	

**From:** [South Carolina Business Opportunities](#)  
**To:** [Kimberly Burgess](#)  
**Subject:** SCBO Advertisement Submission  
**Date:** Friday, March 8, 2024 2:56:55 PM

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CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

**NOTICE:**

**Your SCBO password is good only for 90 days. Upon receiving a reminder to renew your password, you have six (6) days to do so. If you wait any longer, you'll be locked out. Please avoid a lockout by renewing your password on time every 90 days or sooner!**

Your SCBO advertisement (**AD# 47225**) has been submitted and will be reviewed by a member of our staff prior to publication. Please retain a copy of this email to serve as a receipt of your ad submission.

**Please note that ads submitted after 12:00 pm may not be reviewed/published until the next business day.**

The information you submitted for the advertisement is included below:

**Category:** Maintenance/Repair

**Advertisement Date:** Fri, 03/08/2024 - 00:00

**Ad Title:** IVTB #2024-11 RE-BID REPLACEMENT FENCING

**Description:**

Jasper County will receive sealed bids for REPLACEMENT FENCING at Sgt. Jasper Park, 1458 Red Dam Road, Hardeeville, SC 29927.

**Solicitation #:** IVTB #2024-11 RE-BID

**Submit Offer By:** Thu, 03/28/2024 - 14:00

**Direct Inquiries To:** Olan Roberts

**Buyer Phone Number:** (843) 368-3194

**Buyer Email:** [oroberts@jaspercountysc.gov](mailto:oroberts@jaspercountysc.gov)

**Pre-Bid Information:**

**Full Details / Download Form (URL):** [www.jaspercountysc.gov](http://www.jaspercountysc.gov)

**Ad Creation Date:** Fri, 03/08/2024 - 14:56



JASPER COUNTY  
SOLICITATION #2024-11 RE-BID  
ADDENDUM #1  
REPLACEMENT FENCING AT SGT. JASPER PARK  
**March 22, 2024**

This Addendum #1 is issued March 22, 2024, to provide the correct scope of work and to answer questions that have been received from potential bidders on the REPLACEMENT FENCING AT SGT. JASPER PARK. All else remains the same.

**Scope of Work:**

The scope of work has been revised to add additional information regarding posts, line post spacing, use of schedule 40 pipe, the height of the fencing, and the color of the vinyl coating. The entire scope of work is published below.

The contractor will furnish and supply all materials, equipment, and labor required to complete the scope of work as outlined below. This project will consist of, but is not limited to the following:

1. Provide and install 1,452 ft of commercial grade 6 ft high 9-gauge black coated chain link fencing.
2. Provide and install a 6 ft x 28 ft black vinyl coated cantilever roll gate.
3. Provide and install a 6 ft x 20 ft black coated double drive gate.
4. All posts should be set in concrete and set three (3) feet deep.
5. Line post spacing should be ten (10) feet.
6. Pipe shall be Schedule 40.
7. All gate posts should be three (3) feet deep.
8. Grading the ground level for installation of fence.
9. Cleaning of debris on job site daily.
10. Provide necessary permits.



**JASPER COUNTY  
IVTB #2024-11 RE-BID  
NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received for REPLACEMENT FENCING at Sgt. Jasper Park, 1458 Red Dam Road, Hardeeville, SC 29927, by Jasper County, South Carolina, until 2:00 p.m., March 28, 2024, at which time all bids received will be opened. Bids may be submitted electronically through the County's Vendor Registry webpage or may be received by the Director of Administrative Services Division (Director) at the Jasper County Government Building, 358 3<sup>rd</sup> Avenue, Post Office Box 1149, Ridgeland, South Carolina 29936 prior to the time bids are to be opened. Hardcopy bids delivered within the 30-minute period immediately preceding bid opening (as described above) must be hand-delivered to the Director's Office in the Clementa C. Pinckney Government Building. Hardcopy bids should be delivered to the following address:

Kimberly Burgess, Director of Administrative Services Division  
Jasper County  
Clementa C. Pinckney Government Building  
358 3rd Avenue, Suite 304  
P.O. Box 1149  
Ridgeland, SC 29936

A link to the County's Vendor Registry webpage may be found under "What's New", "Bids & Solicitations", on the County's website at [www.jaspercountysc.gov](http://www.jaspercountysc.gov). All bids delivered should clearly indicate IVTB #2024-11 RE-BID on the exterior of the envelope. Any bids submitted or delivered after the above stated date and time will not be accepted under any circumstances.

Bid opening will take place in the Jasper County Council Chambers at the address below:

**Clementa C. Pinckney Government Building  
358 3rd Avenue  
Ridgeland, South Carolina 29936**

Bidders should direct any questions to Wendy Marlow, Parks & Recreation Interim Dir., [wmarlow@jaspercountysc.gov](mailto:wmarlow@jaspercountysc.gov) or (843)247-0670 or Olan Roberts, Building Maintenance Mgr., [oroberts@jaspercountysc.gov](mailto:oroberts@jaspercountysc.gov) or (843)368-3194.

**Scope of Work:**

The contractor will furnish and supply all materials, equipment, and labor required to complete the scope of work as outlined below. This project will consist of, but is not limited to the following:

1. Provide and install 1,452 ft of commercial grade 6 ft high 9-gauge black coated chain link fencing.
2. Provide and install a 6 ft x 28 ft black vinyl coated cantilever roll gate.
3. Provide and install a 6 ft x 20 ft black coated double drive gate.
4. All posts should be set in concrete, and
5. All gate posts should be three (3) feet deep.
6. Grading the ground level for installation of fence.
7. Cleaning of debris on job site daily.
8. Provide necessary permits.





**JASPER COUNTY  
IVTB #2024-11 RE-BID  
NOTICE TO BIDDERS**

**Bid Requirements:**

Bids should be placed on company letterhead or on a document which provides Bidder name, address, phone number and other pertinent contact information. The successful Bidder will be required to furnish a W-9 and a certificate of insurance with evidence of liability and workers compensation coverage.

All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening. The County of Jasper (Owner) reserves the right to cancel this solicitation or any and all bids or proposals may be rejected, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder. The successful bidder shall possess a City of Hardeeville business license.

**Insurance Requirements:**

1. Workers' Compensation - The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the OWNER and its agents, employees, and officials.
2. Commercial General Liability - The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be no less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.
3. Business Automobile Liability - The vendor shall provide coverage for all owned, nonowner and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.



## SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION

**BRIC-EMA-2022-BR-012**

**Project 0007: Jasper County Stormwater Drainage Study  
RECIPIENT-SUBRECIPIENT BUILDING RESILIENT INFRASTRUCTURE AND  
COMMUNITIES 2022 PROGRAM GRANT AGREEMENT**

This Agreement is entered into by the State of South Carolina, Office of the Adjutant General, Emergency Management Division (hereinafter referred to as “Recipient”), and Jasper County (hereinafter referred to as “Subrecipient”). This Agreement covers the project described in Exhibit A.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS AND CONDITIONS:

**WHEREAS**, the Federal Emergency Management Agency (hereinafter referred to as “FEMA”) has made available funds under the Building Resilient Infrastructure and Communities Grant Program (hereinafter referred to as “BRIC”);

**WHEREAS**, the BRIC grant program was created with the goal of assisting states, tribal governments, territories, and local communities to implement a sustained pre-disaster natural hazard mitigation program, as authorized by Section 203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, (42 U.S.C. 5121, *et seq.*) as amended by Disaster Recovery Reform Act of 2018, Public Law 115-254, div. D, Oct. 5, 2018), and applicable policies of FEMA; and

**WHEREAS**, the federal share is limited to 75% of eligible expenditures and that the Subrecipient shall provide from Subrecipient’s funds the other 25% of eligible expenditures of the total eligible costs.

The estimated cost of this project is \$1,250,000.00 to be cost-shared \$937,500.00 federal and \$312,500.00 local.

**NOW THEREFORE**, in consideration of the need to reduce damage and injury from future hazard occurrences and the premises and mutual covenants described herein, the Recipient and Subrecipient agree as follows:

### **1) DEFINITIONS**

Unless otherwise indicated, the following terms shall be defined as stated herein.

- a) "Eligible mitigation measures," as used in this Agreement, means those activities authorized in the FEMA-State Agreement, as defined herein below; Public Law 93-288, as amended by Public Law 100-707 (the "Stafford Act") and Public Law 106-390; and Title 44 CFR, Part 206.
- b) "Activity" shall be defined as stated in 44 CFR 206.431.

## **2) APPLICABLE STATUTES, RULES, AND AGREEMENTS**

- a) The parties agree to all the conditions, obligations, and duties imposed by the Federal Emergency Management Agency Obligating Document for Award/Amendment dated February 21, 2024 (hereinafter referred to as the "FEMA Obligating Document) and all applicable state and federal legal requirements including, without any limitation, the requirements set forth in the Code of Federal Regulations, and the policies of FEMA. The Subrecipient further agrees to comply with the Statement of Assurances and Conditions attached hereto as Exhibit B.
- b) The Subrecipient will use relevant consensus-based codes, specifications, and standards that incorporate hazard-resistant design and practices in carrying out project work under this grant.

## **3) FUNDING AND INSURANCE**

- a) The Recipient shall provide funds to the Subrecipient for eligible mitigation measures for the projects approved by the Recipient and FEMA, specifically outlined through the Catalog of Federal Domestic Assistance number 97.047 Building Resilient Infrastructure and Communities (BRIC) Competitive Grant Program. Allowable costs shall be determined in accordance with 44 CFR 206.439, 44 CFR Part 13, 2 CFR Part 200, and pertinent FEMA guidance documents.
- b) The Recipient or FEMA may obligate or deobligate funding, thereby amending the total funding for the project.
- c) As a condition to funding under this Agreement, the Subrecipient agrees that the Recipient may withhold funds otherwise payable to Subrecipient upon a determination by Recipient or FEMA that funds exceeding the eligible costs have been disbursed to Subrecipient pursuant to this Agreement or any other funding agreement administered by Recipient.
- d) As a further condition to funding under this Agreement the Subrecipient shall maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated usable life of the project or the insured facility.

#### **4) DUPLICATION OF BENEFITS**

- a) Subrecipient may not receive funding under this Agreement to pay for damage covered by insurance, nor may Subrecipient receive any other duplicate benefits under this Agreement.
- b) Without delay, Subrecipient shall advise Recipient of any insurance coverage for the mitigations measures identified in the BRIC application dated January 25, 2023 (hereinafter referred to as the “BRIC Application”), and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are “ineligible costs” which the Subrecipient shall reimburse to the Recipient without delay. The Subrecipient shall also reimburse the Recipient if the Subrecipient receives any duplicate benefits from any other source for the work identified on the applicable BRIC Application for which Subrecipient has received payment from Recipient.
- c) In the event that Recipient should determine that Subrecipient has received duplicate benefits, by its execution of this Agreement, the Subrecipient gives Recipient the authority to offset the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subrecipient, or to use such remedies available at law or equity to the repayment of said sums to Recipient.

#### **5) COMPLIANCE WITH ENVIRONMENTAL PLANNING AND PERMITTING LAWS**

- a) Subrecipient shall be responsible for the implementation and completion of the approved projects described in the BRIC Application in a manner acceptable to Recipient, and in accordance with applicable legal requirements.
- b) If applicable, the contract documents for any project undertaken by Subrecipient, and any land use permitted by or engaged in by Subrecipient, shall be consistent with the local government’s comprehensive plan.
- c) Subrecipient shall ensure that any development or development order complies with all applicable planning, permitting and building requirements.
- d) Subrecipient shall engage such competent, properly licensed engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

#### **6) REQUIRED DOCUMENTATION AND INSPECTIONS**

- a) Subrecipient shall create and maintain documentation of work performed and costs incurred sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. Upon the failure of Subrecipient to create and maintain such documentation, Recipient may terminate further funding under this Agreement, and Subrecipient shall reimburse to Recipient all payments disbursed earlier

to Subrecipient, together with any and all accrued interest.

- b) Documentation must support actual costs incurred to execute the approved scope of work, including, as relevant: invoices, canceled checks, daily activity reports, payroll records, time sheets, executed contracts and change orders, procurement (i.e., procurement policy, solicitation, bids/proposals, bid tabulations, award), receipts, purchase orders, billing statements, etc.)
- c) Recipient will inspect all projects to ensure that all work has been performed within the scope of work specified in the BRIC application and approved by FEMA in the project award. Costs of work not performed within the approved scope of work will not be eligible for funding.

## **7) COST SHARING**

The BRIC funds for eligible costs shown in the BRIC application and described in this Agreement shall be shared on a 75% Federal, 25% non-Federal cost share basis, in accordance with the cost sharing provisions established in the Stafford Act and the FEMA Obligating Document. The non-Federal share shall be paid by the Subrecipient.

## **8) INDIRECT COSTS**

The Subrecipient may request reimbursement for indirect cost if (a) they are a non-Federal entity that has never had a negotiated indirect cost rate and use a de minimis rate of 10% of modified total direct costs, or (b) provided documentation demonstrating a certified percentage established by a Federal department or agency for a non-Federal entity to use in computing the dollar amount it charges to the award to reimburse itself for indirect costs incurred in doing the work of the award activity.

## **9) PROCUREMENT**

- a) In accordance with 2 CFR §200.318(a), the subrecipient must follow its “documented procurement procedures which reflect applicable state, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part” (i.e., the subrecipient must comply with the most restrictive procurement requirements of federal law as well as local policy).
- b) The subrecipient must submit documentation supporting compliance with 2 CFR 200 for reimbursement. Failure to procure in accordance with policy and regulations and to document appropriate procurement may result in expenses being ineligible for reimbursement. Required documentation includes but is not limited to the procurement policy followed, solicitation, bids/proposals, bid procedure and tabulations, and award.

## **10) REIMBURSEMENT OF SUBRECIPIENT COSTS**

BRIC funding will be disbursed to the Subrecipient based on a reimbursement basis.

- a) Recipient shall disburse awarded BRIC project funds to Subrecipient in accordance with the following procedures:
  - i) Project funds are disbursed in response to receipt of a properly completed Request for Reimbursement (RFR) submitted through the SCRecoveryGrants website ([www.screcoverygrants.org](http://www.screcoverygrants.org)) or, if required by FEMA, through the FEMA Go platform.
  - ii) An RFR should be submitted at least quarterly for work that was completed and paid in that quarter.
  - iii) The Subrecipient must submit documentation to demonstrate that costs were allowable under the approved scope of work, reasonable, and incurred during the authorized project period.
- b) The Subrecipient must document that contracted services and goods were procured in accordance with the Subrecipient's procurement policy and federal regulations in 2 CFR 200.
  - i) Documentation includes but is not limited to procurement and contract documents, change orders, copies of original paid invoices, canceled checks (front and back), purchase orders, bank statements (or other proof of expenditure and disbursement of payment), time and attendance records, and reports from the applicant's payroll and accounting systems, or other approved instruments.
  - ii) Expenses must be for work included in the awarded project scope of work for which reimbursement is requested. Excel spreadsheets summarizing expenditures are not generally acceptable as a supporting document although they can be submitted to provide a helpful overview and calculation of expenses.
  - iii) For construction projects, no more than 75 percent of the total Federal share will be reimbursed to the Subrecipient until the project has been completed and a site inspection conducted, except upon written request and justification by the Subrecipient to the Recipient via SCRecoveryGrants.org.
  - iv) The Subrecipient shall submit a final invoice within sixty (60) days after the expiration date of this Agreement.
  - v) An explanation of circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Recipient as part of the Subrecipient's quarterly reporting as referenced in paragraph 22 of this Agreement.
  - vi) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budget, the State Chief Financial Officer, or as stated under paragraph (3) of this Agreement, all obligations on the part of the Recipient to make any further payment of funds shall terminate, and the Subrecipient shall submit its closeout report within thirty (30) days of receiving notice from the Recipient.
- c) Subrecipient management costs, if requested by the Subrecipient at the time of application and approved by FEMA, will be reimbursed at project closeout.
  - i) Subrecipient management costs can be awarded by FEMA for up to 5 percent of the project total based on the management cost budget approved with the project application.
    - (1) The 5 percent management cost is the maximum that can be approved and reimbursed regardless of the Subrecipient's federally approved indirect cost rate.

- (2) The Subrecipient will use the Management Costs Tracker to track management costs and submit the tracker with its request for reimbursement of management costs.
- ii) Subrecipient management costs must be justified with supporting documentation including timesheets, invoices, and cancelled checks. SCEMD will reimburse actual costs incurred up to the approved 5 percent based on documentation.
- iii) Subrecipient management costs documentation will be submitted to FEMA quarterly and upon project closeout.
- iv) Based on a written request and justification from the Subrecipient, SCEMD may reimburse to the Subrecipient an incremental payment of management costs, prior to closeout, sufficient to cover the Subrecipient's needs for up to one year, based on documentation of actual costs incurred.
  - (1) Should management costs be provided prior to closeout, SCEMD will review management costs quarterly and require submission of the Management Costs Tracker and supporting documentation with each quarterly report.
- v) The Subrecipient must follow procurement and single audit requirements of 2 CFR 200.

## **11) FINAL PAYMENT**

Recipient shall disburse the final payment to Subrecipient upon the performance of the following conditions:

- a) Subrecipient shall have completed the project to the satisfaction of FEMA and the Recipient;
- b) Subrecipient shall have submitted the proper documentation;
- c) Recipient shall have performed a final inspection;
- d) The project listing and certification shall have been reviewed by Recipient; and
- e) Subrecipient shall have requested final reimbursement.

## **12) RECORDS MAINTENANCE**

- a) The Subrecipient agrees to maintain all records pertaining to the project and the funds received under this Agreement until all issues relating to inspections and audits are complete and all actions or resolutions are resolved. Records shall be maintained for three (3) years after the date FEMA completes closeout of the Recipient's final project. Access to those records must be provided at reasonable times to the Comptroller General of the United States, the Recipient, its employees and agents, and to FEMA, its employees and agents.

- b) The Subrecipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Recipient, its employees, and agents (including auditors retained by the Recipient), and to FEMA, its employees and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time Monday through Friday.
- c) Recipient may unilaterally terminate this Agreement for refusal by the Subrecipient or its contractors or subcontractors to allow public access to all documents, papers, letters or other materials that are made or received by Subrecipient or its contractors and subcontractors in connection with this Agreement

### **13) RECOVERY OF FUNDS**

If upon final inspection, final audit, or other review by Recipient, FEMA, or other authority determines that the disbursements to Subrecipient under this Agreement exceed the eligible costs, Subrecipient shall reimburse to Recipient the sum by which the total disbursements exceed the eligible costs within forty-five (45) days from the date Subrecipient is notified of such determination.

### **14) REPAYMENT BY SUBRECIPIENT**

All refunds or repayments due to the Recipient under this Agreement are to be made payable to the order of "South Carolina Emergency Management Division" and mailed directly to the following address: South Carolina Emergency Management Division 2779 Fish Hatchery Road, West Columbia, SC 29172. If a check or other draft is returned to the Recipient for collection, Subrecipient shall pay the Recipient for overdraft charges.

### **15) AUDIT**

- a) If the Subrecipient expends more \$750,000 in federal grant funds during its fiscal year, it shall provide for an annual audit for that fiscal year. The audit will be conducted in accordance with 2 CFR Part 200.501, any federal or state legal requirements, and policy, procedure, or guidance issued by the Recipient.
- b) End date of Subrecipient's fiscal year: June 30
- c) Within thirty (30) days of the receipt of the non-federal audit, the Subrecipient shall provide the Recipient the following:
  - i) Two copies of the Audit Report;
  - ii) An amended Federal Status Report in agreement with the audit, accompanied by a trial balance;
  - iii) Any unobligated fund balance due as a result of audit adjustments;



- iv) A response to management letter findings and recommendations;
  - v) A response to all questioned cost, relating to this Grant and;
  - vi) Any other adjustments, explanations or information that may be pertinent to the Grant.
- d) Audit resolution instructions shall be prescribed by the Recipient.
- e) The Recipient may require the Subrecipient to undertake such further or additional audits as determined necessary or appropriate including, but not limited to, past and current organization-wide audits. Such audits may be necessary to determine the adequacy, accuracy, and reliability of Subrecipient internal controls, fiscal data, and management systems established to safeguard Subrecipient assets and to ensure compliance with this Agreement.
- f) If this Agreement is closed out without an audit, the Recipient reserves the right to recover any disallowed costs identified in an audit after such closeout.

## **15) NONCOMPLIANCE**

If the Subrecipient violates this Agreement or any statute, rule or other legal requirement applicable to the performance of this Agreement, the Recipient shall withhold any disbursement otherwise due Subrecipient for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, Recipient may terminate this Agreement and invoke its remedies under this Agreement or that may otherwise be available.

## **16) MODIFICATION**

The Recipient, the Subrecipient, or FEMA may request modifications to this Agreement, including work to be completed on the BRIC application and the performance period. However, the party requesting the modifications must do so in writing. The requested modification may become effective only after approval by the Recipient, the Subrecipient, and FEMA.

## **17) TIME FOR PERFORMANCE**

- a) The project shall be complete by the end of the grant Period of Performance, which is **January 31, 2027**.
- b) Time extensions are a modification and in accordance with Item 16 of this Agreement, modification requests must be submitted in writing to the Recipient (SCEMD). If an extension request is denied or not sought by the Subrecipient, Subrecipient shall only be reimbursed for eligible project costs incurred up to the latest extension for completed projects.

- c) Failure to complete any project will be adequate cause for the termination of funding for that project and reimbursement of any and all project costs.

## **18) CONTRACTS WITH OTHERS**

- a) If the Subrecipient contracts with any other contractor or vendor for performance of all or any portion of the work required under this Agreement, the Subrecipient shall incorporate into its contract with such contractor or vendor an indemnification clause holding Recipient and Subrecipient harmless from liability to third parties for claims asserted under such contract. The Subrecipient shall also document in the quarterly report the subcontractor's progress in performing its work under this Agreement. Subrecipient shall provide the contractor with a copy of this Agreement.
- b) To the extent that the Subrecipient has outstanding, uncompleted, contracts for work requiring reimbursement under this Agreement, the Subrecipient agrees to modify its contracts in accordance with this section.

## **19) MONITORING**

- a) The Subrecipient shall monitor its performance under this Agreement, as well as that of its subcontractors, vendors, and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement are achieved and satisfactorily performed and in compliance with applicable State and federal laws and rules.
- b) In addition to reviews of audits conducted in accordance with 2 C.F.R Part 200, monitoring procedures may include, but not be limited to, on-site visits by Recipient or its agent, limited scope audits as defined by 2 C.F.R Part 200, and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Recipient. In the event that the Recipient determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Recipient to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Recipient will monitor the performance and financial management by the Subrecipient throughout the contract term to ensure timely completion of all tasks.

## **20) DEFAULT; REMEDIES; TERMINATION**

- a) Upon the occurrence of any one or more of the following events of default, all obligations of Recipient to disburse further funds under this Agreement shall terminate at the option of Recipient. Notwithstanding the preceding sentence, Recipient may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without

incurring liability for further payment. Recipient may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:

- i) Any representation by Subrecipient in this Agreement is inaccurate or incomplete in any material respect, or Subrecipient has breached any condition of this Agreement with Recipient and has not cured in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
  - ii) Subrecipient suffers a material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to Recipient, if Subrecipient has not cured the condition within thirty (30) days after notice in writing from Recipient;
  - iii) Reports required by this Agreement have not been submitted to Recipient or have been submitted with inaccurate, incomplete, or inadequate information; or
  - iv) Monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by Congress, the Office of Management and Budget, or any State agency/office, including the South Carolina General Assembly.
- b) Upon the occurrence of any one or more of the foregoing events of default, Recipient may at its option give notice in writing to Subrecipient to cure its failure of performance if such failure may be cured. Upon the failure of Subrecipient to cure, Recipient may exercise any one or more of the following remedies:
- i) Terminate this Agreement upon not less than fifteen (15) days' notice of such termination by certified letter to the Subrecipient, such notice to take effect when delivered to Subrecipient;
  - ii) Commence a legal action for the judicial enforcement of this Agreement;
  - iii) Withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this Agreement with Subrecipient; and
  - iv) Take any other remedial actions that may otherwise be available under law.
- c) Recipient may terminate this Agreement for any misrepresentation of material fact, for failure or nonperformance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.
- d) Upon the rescission, suspension or termination of this Agreement, the Subrecipient shall refund to Recipient all funds disbursed to Subrecipient under this Agreement.
- e) Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission,

suspension or termination of this Agreement by Recipient shall not relieve Subrecipient of liability to Recipient for the restitution of funds advanced to Subrecipient under this Agreement, and Recipient may set off any such funds by withholding future disbursements otherwise due Subrecipient under this Agreement until such time as the exact amount of restitution due Recipient from Subrecipient is determined. In the event that FEMA should deobligate funds formerly allowed under this Agreement, the Subrecipient shall immediately repay such funds to Recipient. Any deobligation of funds or other determination by FEMA shall be addressed in accordance with the regulations of that agency.

## **21) LIABILITIES**

- a) Recipient assumes no liability to third parties in connection with this Agreement. Unless the Subrecipient is a governmental entity covered under S.C. Code Ann. § 15-78-20 (1976), the Subrecipient shall be solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement.
- b) Unless the Subrecipient is a governmental entity within the meaning of the preceding sentence, Subrecipient shall indemnify Recipient from claims asserted by third parties in connection with the performance of this Agreement, holding Recipient harmless from the same.
- c) For the purpose of this Agreement, the Recipient and Subrecipient agree that neither one is an employee or agent of the other, but that each one stands as an independent contractor in relation to the other.
- d) Nothing in this Agreement shall be construed as a waiver by Recipient of any legal immunity, nor shall anything in this Agreement be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement.
- e) Subrecipient represents that to the best of its knowledge any hazardous substances at its project site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, state, or local legal requirements concerning such substances.
- f) Subrecipient further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance shall be addressed in accordance with all applicable legal requirements.

## **22) REPORTS AND INSPECTIONS**

- a) The Subrecipient shall provide the Recipient the required documentation as quarterly programmatic progress reports for each project. The first report is due ten (10) days after the end of the first full quarter after project approval notification by the Recipient and quarterly thereafter until the project is complete and approved through final inspection. Quarterly reporting deadlines are January 10, April 10, July 10 and October 10. Quarterly reports shall be provided in SCRecoveryGrants.org.
- b) The Recipient may require additional reports as needed. The Subrecipient, as soon as possible, shall provide any additional reports requested by the Recipient. The Recipient contact for all reports and requests for reimbursement will be the State Hazard Mitigation Officer.
- c) Interim inspections shall be scheduled by the Subrecipient prior to the final inspection and may be requested by the Recipient based on information supplied in the quarterly reports.

## **23) EQUIPMENT**

- a) If the Subrecipient purchases equipment (as defined in 2 CFR 200.33), Subrecipient must maintain property records that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, the cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- b) Subrecipient must take a physical inventory of the property and reconcile the results with the property records at least once every two (2) years.
- c) Subrecipient must abide by the maintenance plan included in its BRIC Application.
- d) Subrecipient must comply with equipment disposition requirements as set forth in 2 CFR 200.313.

## **24) PROHIBITIONS ON EXPENDING FEMA AWARD FUNDS FOR COVERED TELECOMMUNICATIONS EQUIPMENT**

- a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services.

b) Prohibitions.

- i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 CFR § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- ii) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - 1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - 2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as substantial or essential component of any system, or as critical technology of any system;
  - 3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - 4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c) Exceptions.

- i) This clause does not prohibit contractors from providing:
  - (a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

d) Reporting Requirement.

- i) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- ii) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
  - (1) Within one business day from the date of such identification or notification: The contract number; the order number(s); if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - (2) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use of submission of covered telecommunication equipment or services.
- e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

## **25) ATTACHMENTS**

- a) All attachments/exhibits to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.
- b) In the event of any inconsistencies between the language of this Agreement and the Attachments to it if any, the language of the Attachments shall be controlling, but only to the extent of such inconsistencies.

**26) TERM**

This Agreement shall be effective upon execution and terminate upon completion of, and final payment for, all approved projects, subject to any modification.

**27) NOTICE AND CONTACT**

All notices under this Agreement shall be in writing and shall be delivered by email, by facsimile, by hand, or by certified letter via U.S. Mail to the Recipient at the following addresses:

**FOR THE RECIPIENT:**

Kim Stenson, Director  
SC Emergency Management Division  
2779 Fish Hatchery Road  
West Columbia, SC 29172

**FOR THE SUBRECIPIENT (Print Please):**

Andrew Fulghum, Administrator  
Jasper County  
358 Third Avenue  
Ridgeland, SC 29936

**28) AUTHORIZATION**

The Subrecipient hereby authorizes \_\_\_\_\_ as its primary designated agent, and \_\_\_\_\_ as its alternate agent to execute Payment Requests, necessary certifications, and other supplementary documentation.

**IN WITNESS HEREOF**, the Recipient and Subrecipient have executed this Agreement.

x 

Kim Stenson, Director  
South Carolina Emergency Management Division

Date 4 APR 24

x \_\_\_\_\_

Andrew Fulghum  
Jasper County Administrator  
Date \_\_\_\_\_

Subrecipient Federal Employer Identification No. 57-6000366  
Subrecipient Unique Entity Identifier No. XFELMJMG97L7



**EXHIBIT A**

**Project Summary**

**Project Title:** Jasper County Stormwater Drainage Study

**Grant #:** BRIC-EMA-2022-BR-0012-0007

**Award Date:** February 21, 2024

<b>Total Federal Share</b>	<b>\$937,500</b>	<b>75%</b>
<b>Total Non-Federal Share</b>	<b>\$312,500</b>	<b>25%</b>
<b>Subrecipient Management Costs</b>	<b>0</b>	<b>100%</b>
<b>Total Project Cost</b>	<b>\$1,250,000</b>	<b>100%</b>

**Brief Project Description:**

The intent is to utilize this scoping project as the foundation for: 1) A comprehensive understanding of water traversing all of our watersheds within the county holistically. 2) Determining the health of our current stormwater management plan and rehabilitation of this plan. 3) creation/adoption of ordinance that is prudent and necessary for stormwater management and enforcement of the comprehensive stormwater management plan. 4) identification and prioritization of mitigation strategies/projects to improve stormwater management and reduction of potential cross contamination of stormwater as a result of current and future growth and development; acute or chronic occurrence of flooding within the geopolitical boundaries of Jasper County, South Carolina

Project location: Jasper County

## **EXHIBIT B**

### **Statement of Assurances and Conditions**

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements. To the extent the following provisions apply to this Agreement, the Subrecipient assures and certifies that:

1. It possesses legal authority to apply for the grant and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing the filing of the Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subrecipient to act in connection with the Application and provide such additional information as may be required.
2. It is not subject to debarment, suspension, or other exclusion from participation in Federal assistance programs or activities, as required by 2 CFR Part 180 and 2 CFR Part 3000.
3. It will have sufficient funds available to meet the non-Federal share of the cost for the project. Sufficient funds will be available when construction or implementation is completed to assure effective operation and maintenance of the facility or system to fulfill its purpose.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will give the Recipient, the State of South Carolina, the Comptroller General of the United States, and the Federal Emergency Management Agency, Department of Homeland Security through any authorized representative access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
6. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications and that it will furnish progress reports and such other information as the Federal grantor agency may need.
7. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be completed with reasonable diligence.
8. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
9. It will provide without cost to the United States and the Recipient all lands, easements and rights-of-way necessary for accomplishments of the approved work.
10. It will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4701-4772) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of

Personnel Administration (5 CFR 900, Subpart F).

11. Bills for fees or other compensation for services or expenses will be submitted in detail sufficient for a proper pre-audit and post-audit.
12. It will establish and maintain safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
13. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended (P.L. 91-646; 42 U.S.C. §4601, *et seq.*), which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
14. It will comply with the Anti-Kickback Enforcement Act of 1986, as amended (P.L. 99-634) (41 U.S.C. § 8701, *et seq.*), which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.
15. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
16. It will comply with all appropriate environmental and historical preservation laws. Any conditions set forth from FEMA or the Recipient relating to environmental and historical preservation shall be compulsory.
17. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (54 U.S.C. §300101, *et seq.*), Executive Order 11593, and the Archeological and Historic Preservation Act of 1974, as amended (54 U.S.C. §312501, *et seq.*) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
18. It will comply with environmental standards or requirements that may be prescribed pursuant to the following:
  - a. institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) (42 U.S.C. § 4321, *et seq.*) and Executive Order (EO) 11514;
  - b. notification of violating facilities pursuant to EO 11738;
  - c. protection of wetlands pursuant to EO 11990;
  - d. evaluation of flood hazards in floodplains in accordance with EO 11988;
  - e. environmental justice pursuant to EO 12898;
  - f. assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended (16 U.S.C. §1451, *et seq.*);
  - g. conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401, *et*

- seq.*);
- h. protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
  - i. protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205)(16 U.S.C. §1531, *et seq.*)
  - j. protection of components of the national wild and scenic rivers system in the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271, *et seq.*).
19. It will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801, *et seq.*, as amended), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
  20. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-19.6). Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
  21. It will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 42 U.S.C. § 4001-4107) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
  22. It will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996, OMB Circular No. A-133 "Audits of States, Local Governments, and Non-Profit Organizations, and applicable provisions of 2 CFR 200 Subpart F.
  23. With respect to demolition activities, it will:
    - a. Create and make available documentation sufficient to demonstrate that the Subrecipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
    - b. Return the property to its natural state as though no improvements had ever been contained thereon.
    - c. Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Subrecipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the South Carolina Department of Health and Environmental Control and the county health department.
    - d. Provide documentation of the inspection results for each structure to indicate: safety hazards present; health hazards present; and/or hazardous materials present.
    - e. Provide supervision over contractors or employees employed by Subrecipient to remove asbestos and lead from demolished or otherwise applicable structures.
    - f. Leave the demolished site clean, level and free of debris.
    - g. Notify Recipient promptly of any unusual existing condition which hampers the contractors work.
    - h. Obtain all required permits.
    - i. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site,

- and provide documentation of such closures.
  - j. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)(42 U.S.C. § 6201, *et seq.*).
  - k. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act of 1955, as amended (42 U.S.C. § 7412 and § 7606); Section 508 of the Clean Water Act of 1977, as amended (P.L. 95-217) (33 U.S.C. 1251, *et seq.*); Executive Order 11738; and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.
  - l. Provide documentation of public notices for demolition activities.
24. If the award will be used for construction, the Subrecipient:
- a. Will not dispose of, modify the use of or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the Recipient or the federal awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
  - b. Will comply with the requirements of the grant program and federal awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
  - c. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the federal awarding agency or the State (including the Recipient).
  - d. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
  - e. Will comply with 41 CFR Part 60-1.4(b) by including the required contract clauses.
25. It will ensure that any procurement funds involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 CFR §§200.317 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").
26. It will comply with all Federal statutes related to nondiscrimination including but not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
  - b. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
  - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683 and 1685- 1687), which prohibits discrimination on the basis of sex;

- d. American's with Disabilities Act (ADA) (Public Law 101-336, 42 U.S.C. §12101, *et seq.*, as amended.
  - e. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
  - f. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
  - g. 2 CFR 200.321 requiring non-federal entities to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
  - h. The Drug Abuse Prevention, Treatment, and Rehabilitation Act (21 U.S.C. § 1101, *et seq.*), relating to nondiscrimination on the basis of drug abuse;
  - i. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), 42 U.S.C. §§ 4541-4594, *et seq.*, as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - j. §§523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. § 290 dd-2), relating to confidentiality of alcohol and drug abuse patient records;
  - k. Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. § 10228, *et seq.*, or Victims of Crime Act (as appropriate);
  - l. Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
  - m. 44 CFR part 7, Nondiscrimination in Federally-Assisted Programs (see also 44 CFR §206.11 Nondiscrimination in Disaster Assistance);
  - n. Any other nondiscrimination provisions applicable to the BRIC Grant Program and the requirements of any other nondiscrimination statutes which may apply to this award.
27. It will comply with the Contract Work Hours and Safety Standards Act of 1962, as amended, (40 U.S.C. § 3701, *et seq.* and as supplemented at 29 CFR Part 541) requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
  28. It will comply with the Federal Fair Labor Standards Act, 29 U.S.C. Section 201 *et seq.*, requiring that covered employees be paid at least the minimum prescribed wage and that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work week.
  29. It will comply with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. § 3141, *et seq.*), 29 CFR Part 3, and 29 CFR Part 5, as may be applicable, subject to any penalties therein in addition to the penalty provided in 18 U.S.C. § 874.
  30. It will comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended.
  31. It will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients and subrecipients from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect, (2) procuring a commercial sex act during the period of time that the award is in effect, or (3) using forced labor in the

performance of the award or subawards under the award.

32. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
33. It will comply with Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, and provide an Equal Employment Opportunity Program if required to maintain one, where the Application is for \$500,000 or more.
34. That responsibility for compliance with this Agreement rests with Subrecipient and that noncompliance with this Agreement shall be cause for the rescission, suspension, or termination of funding under this Agreement and may affect eligibility for funding under future agreements.
35. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
36. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any subsequent submission or response to Recipient request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Recipient and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Recipient from all its obligations to the Subrecipient.
37. This Agreement shall be construed under the laws of the State of South Carolina, and venue for any actions arising out of this Agreement shall lie in Richland County Circuit Court. If any provision hereof is in conflict with any applicable statute or rule or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be deemed severable but shall not invalidate any other provision of this Agreement.
38. No funds or other resources received from the Recipient disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the South Carolina Legislature or any State agency.
39. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for Subrecipients entering into a grant or cooperating agreement over \$100,000, , the Subrecipient certifies that
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any

Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and contracts and subcontracts) and that all subrecipients and/or contractors or subcontractors shall certify and disclose accordingly.
40. It will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7321-7326) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
41. Subrecipient and its contractors will comply with the Drug-Free Workplace Act of 1988, as amended (41 U.S.C. § 8101, *et seq.*) and implemented at 28 CFR Part 67, Subpart F. As required by the Drug-Free Workplace Act, the Subrecipient certifies that it will continue to provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing an on-going drug free awareness program to inform employees about
    - The dangers of drug abuse in the workplace;
    - The grantee's policy of maintaining a drug-free workplace;
    - Any available drug counseling, rehabilitation, and employee assistance programs; and
    - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - Abide by the term of the statement; and
    - Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such convictions;
  - e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such



conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted
  - Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation act of 1973, as amended; or
  - Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The Subrecipient may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

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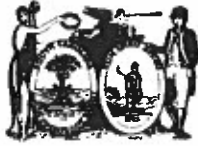
- 42. The Subrecipient will comply with FEMA Interim Policy #405-143-1: Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment.
- 43. It will comply with 2 CFR § 200.322. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative programs. The following language should be included in the contract with the Contractor.
  - (a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
    - (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
    - (2) Meeting contract performance requirements; or
    - (3) At a reasonable price.
  - (b) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
  - (c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."
- 44. It will comply with 2 CFR § 200.322, as appropriate and consistent with the law. The non-federal entity should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products. The requirements of 2 CFR § 200.322 must be included in all subawards including all contracts and purchase orders for work or products under this award.

- (a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - (b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
45. It will not use the Department of Homeland Security seal, logo, or flags without authorization as set forth in 18 U.S.C. §§ 506 and 701, subject to the penalties set forth in 18 U.S.C. §1017.
  46. It will comply with applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program and award.
  47. It will comply with applicable requirements of state law, regulations, and policies governing this award.
  48. Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to this Agreement.
  49. These assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Subrecipient by FEMA, that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States and the Recipient shall have the right to seek judicial enforcement of this assurance. These assurances are binding on the Subrecipient, its successors, transferees, and assignees, and the person or persons whose signatures appear on this agreement as authorized to sign this assurance on behalf of the Subrecipient.

## **EXHIBIT C**

Award conditions as noted in the FEMA award of February 21, 2024.

**The State of South Carolina  
Military Department**



**OFFICE OF THE ADJUTANT GENERAL**

**R. Van McCarty  
MAJOR GENERAL  
THE ADJUTANT GENERAL**

April 4, 2024

Mr. Andrew Fulghum  
County Administrator  
Jasper County  
358 Third Avenue  
Ridgeland, SC 29936

Reference: Award Letter for BRIC-EMA-2022-BR-012-0007, Jasper County – Stormwater Drainage Study

Dear Mr. Fulghum,

The South Carolina Emergency Management Division (SCEMD) is pleased to inform you that the above-referenced subgrant, Jasper County – Stormwater Drainage Study, has been awarded by the Federal Emergency Management Agency (FEMA) under the Building Resilient Infrastructure and Communities (BRIC) 2022 grant program.

After reviewing your application, FEMA has approved the current scope of work (SOW) in FEMA GO. Explanation is provided in FEMA GO for any differences between the SOW in your application and the SOW has approved. If changes to the scope or budget are needed, you will need to submit a scope of work or budget revision request for FEMA's prior approval in accordance with 2 CFR 200.308 and the FY 2022 BRIC notice of funding opportunity (NOFO).

The terms of the approved application materials you submitted for this subaward and activities are incorporated into the terms of the Federal award, subject to the additional descriptions and limitations stated in this award package and subject to limitations stated in subsequent approvals by FEMA of changes to the prime award, subawards, or activities. Post-award documents available in the FEMA GO system are also incorporated into the terms and conditions of this Federal award, subject to limitations stated in subsequent approvals by FEMA or changes to the prime award, subawards, or activities. Subawards or activities not listed in this award package are not approved for funding under this award.

The period of performance (POP) for the approved project is February 01, 2024, to January 31, 2027. All approved work must be completed within the approved POP.

**Emergency Management Division  
2779 Fish Hatchery Road  
West Columbia, South Carolina 29172  
(803) 737-8500 Fax (803) 737-8570**

Mr. Andrew Fulghum, County Administrator  
April 4, 2024  
Page Two

<b>Award Amount Table</b>		
Approved Federal Share	\$937,500.00	75%
Approved Non-Federal Share	\$312,500.00	25%
Total	\$1,250,000.00	100%
Subrecipient Management Costs	N/A	N/A

The enclosed Recipient-Subrecipient Agreement must be signed by both organizations. Please sign the agreement and return a signed copy to SCEMD. A list of FEMA's Agreement Articles with additional programmatic conditions is also enclosed. If you have questions or concerns, contact Tyler Spires, State Hazard Mitigation Officer, at (803) 239-7401 or [tspires@emd.sc.gov](mailto:tspires@emd.sc.gov).

Sincerely,



Kim Stenson  
Director

KS/mm  
Enclosures

**Emergency Management Division**  
2779 Fish Hatchery Road  
West Columbia, South Carolina 29172  
(803) 737-8500 Fax (803) 737-8570

# Award Letter

U.S. Department of Homeland Security  
Washington, D.C. 20472

Effective date: 01/31/2024



Tyler Spires  
ADJUTANT GENERAL SOUTH CAROLINA  
1 NATIONAL GUARD ROAD  
COLUMBIA, SC 29201

EMA-2022-BR-012

Dear Tyler Spires,

Enclosed please find your amended Fiscal Year 2022 Building Resilient Infrastructure and Communities award package that has been approved in the amount of \$1,581,444.38 in Federal Funding.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Award Summary
- Agreement Articles
- Obligating Document
- FY 2022 BRIC Notice of Funding Opportunity (NOFO)

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A rectangular box containing a handwritten signature in black ink. The signature appears to read "Jacqueline Bell" in a cursive script.

Jacqueline Bell  
Mitigation Division Director

## Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, as appropriate, per 2 C.F.R. § 200.308 and the FY 2022 BRIC NOFO.

The terms of the approved application materials submitted by the recipient for the following subawards and activities are incorporated into the terms of this Federal award, subject to the additional descriptions and limitations stated in this amendment package, and subject to the limitations stated in subsequent approvals by FEMA of changes to the prime award, subawards, or activities. Post-award documents uploaded into the FEMA GO system for this award are also incorporated into the terms and conditions of this Federal award, subject to any limitations stated in subsequent approvals by FEMA of changes to the prime award, subawards, or activities. Subawards or activities not listed in this amendment package are not approved for funding under this award.

### Approved request details:

**FEMA's Subgrant ID:** EMA-2022-BR-012-0007

**Subrecipient:** JASPER COUNTY GOVERNMENT

This subaward was added as part of this amendment.

## Cost estimate

<b>Item : Other (Explain)</b>					
<b>contractual services</b>					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$1,250,000.00	\$1,250,000.00	No	Contractual

**FEMA's Subgrant ID:** EMA-2022-BR-012-0004

**Subrecipient:** COUNTY OF YORK

This subaward was added as part of this amendment.

## Cost estimate

## **Agreement Articles**

**Program:** Fiscal Year 2022 Building Resilient Infrastructure and Communities

**Recipient:** ADJUTANT GENERAL SOUTH CAROLINA

**UEI-EFT:** CU23NCECZHK6-

**DUNS number:** 038009507

**Award number:** EMA-2022-BR-012

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**Article 1****Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

**Article 2****General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

**Article 3****Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

<p><b>Article 4</b></p>	<p><b>Activities Conducted Abroad</b>  Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.</p>
<p><b>Article 5</b></p>	<p><b>Age Discrimination Act of 1975</b>  Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.</p>
<p><b>Article 6</b></p>	<p><b>Americans with Disabilities Act of 1990</b>  Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.</p>
<p><b>Article 7</b></p>	<p><b>Best Practices for Collection and Use of Personally Identifiable Information</b>  Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.</p>
<p><b>Article 8</b></p>	<p><b>Civil Rights Act of 1964 – Title VI</b>  Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.</p>
<p><b>Article 9</b></p>	<p><b>Civil Rights Act of 1968</b>  Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)</p>
<p><b>Article 10</b></p>	<p><b>Copyright</b>  Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.</p>

<b>Article 11</b>	<b>Debarment and Suspension</b>
<p>Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.</p>	
<b>Article 12</b>	<b>Drug-Free Workplace Regulations</b>
<p>Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).</p>	
<b>Article 13</b>	<b>Duplication of Benefits</b>
<p>Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.</p>	
<b>Article 14</b>	<b>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX</b>
<p>Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.</p>	
<b>Article 15</b>	<b>E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety</b>
<p>Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.</p>	
<b>Article 16</b>	<b>Energy Policy and Conservation Act</b>
<p>Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.</p>	

<b>Article 17</b>	<p><b>False Claims Act and Program Fraud Civil Remedies</b>  Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)</p>
<b>Article 18</b>	<p><b>Federal Debt Status</b>  All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)</p>
<b>Article 19</b>	<p><b>Federal Leadership on Reducing Text Messaging while Driving</b>  Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.</p>
<b>Article 20</b>	<p><b>Fly America Act of 1974</b>  Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.</p>
<b>Article 21</b>	<p><b>Hotel and Motel Fire Safety Act of 1990</b>  Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a</p>
<b>Article 22</b>	<p><b>John S. McCain National Defense Authorization Act of Fiscal Year 2019</b>  Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons</p>
<b>Article 23</b>	<p><b>Limited English Proficiency (Civil Rights Act of 1964, Title VI)</b>  Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <a href="https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited">https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited</a> and additional resources on <a href="http://www.lep.gov">http://www.lep.gov</a>.</p>

**Article 24****Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

**Article 25****National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans

**Article 26****Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**Article 27****Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

**Article 28****Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

**Article 29****Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

**Article 30 Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Article 31 Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Article 32 Reporting of Matters Related to Recipient Integrity and Performance**

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

**Article 33 Reporting Subawards and Executive Compensation**

Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.



**Article 34 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

**Article 35 SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**Article 36****Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

**Article 37****Trafficking Victims Protection Act of 2000 (TVPA)**

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

**Article 38****Universal Identifier and System of Award Management**

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

**Article 39****USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

**Article 40****Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**Article 41****Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

**Article 42****Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: <https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

**Article 43****Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

**Article 44****Acceptance of Post Award Changes**

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

**Article 45****Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

**Article 46****Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article 47****Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.



# Jasper County Finance Department

358 Third Avenue, Post Office Box 1149  
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## Jasper County Council Federal Subaward Between SC Department of Health and Environmental Control And Jasper County Detention Center For Purchase of Full Body Scanning Equipment

<b>Meeting Date:</b>	April 10, 2024
<b>Subject:</b>	Acceptance of a Federal Subaward between SC Department of Health and Environmental Control (DHEC) and Jasper County Detention Center (JCDC.)
<b>Recommendation:</b>	The Council accepts the Federal subaward between DHEC and JCDC for the purchase of full body scanning equipment not to exceed \$218,700 and authorizes the County Administrator to execute all documents related to the subaward.

**Description:** The Jasper County Detention Center has been offered the opportunity to receive a Federal Subaward from the South Carolina Department of Health and Environmental Control to purchase full body scanning equipment. The purpose of the award is to assist confinement facilities in the need to combat COVID-19 by enabling the Jasper County Detention Center to procure full body scanners to aid in screening and minimizing potential opportunities for exposure to limit transmission of COVID-19 in its facility. The equipment must be procured no later than July 31, 2024.

**Recommendation:** Staff recommends that the County Council accept the Federal Subaward from the South Carolina Department Health and Environmental Control not to exceed \$218,700 for the purchase of full body scanning equipment and authorize the County Administrator to execute all documents related to the award.

**Attachments:**

South Carolina Dept. of Health and Environmental Control Federal Subaward agreement.

**FEDERAL SUBAWARD**  
**BETWEEN**  
**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**  
**AND**  
**JASPER COUNTY DETENTION CENTER**

This Federal Subaward shall be between the South Carolina Department of Health and Environmental Control (DHEC a.k.a. Passthrough Entity) and Jasper County Detention Center (a.k.a. Subrecipient).

**PURPOSE:**

The purpose of this agreement is to assist confinement facilities in the need to combat COVID-19 in these high-risk settings by enabling Subrecipient to procure a full body scanner to aid in screening and minimizing potential opportunities for exposure to limit transmission of COVID-19 in its confinement facility.

**SCOPE OF SERVICES**

Subrecipient shall purchase full body scanning equipment ("the Equipment") satisfying the specifications and requirements below with minimum five-year warranty in accordance with the Method of Payment/Invoicing provision of this agreement:

1. The Equipment must meet the requirements in DHEC X-Ray Regulations 61-64 - Rules and Regulations for Radiation Control and allow operating procedures following all requirements of ANSI/HPS Standard N43.17. The equipment must have FDA-approved embedded thermal scanning and recording capability, allow the operator to maintain a six-foot distance from the subject with a minimum foot print, and be in inventory available for delivery.
2. The Equipment should also meet the security, scan speed, and footprint requirements of the Subrecipient.

Tek84 Intercept model is pre-approved as satisfying DHEC's specifications. Subrecipient may purchase a substantially equipment full body scanner based on its individual needs.

Subrecipient must follow all applicable procurement procedures to procure the scanner.

Subrecipient must allow the vendor to conduct a site visit of where the Equipment will be located and ensure that all necessary considerations are being met.

Subrecipient shall install and use the Equipment in accordance with DHEC regulations and manufacturer's directions, including manufacturer's recommended settings and frequency of use;

In accordance with the Method of Payment/Invoicing provision, Subrecipient shall submit invoice for advance payment to DHEC within 30 days of final signature of all parties on this Subaward, but no later than June 30, 2024, and Subrecipient shall procure the Equipment no later than July 31, 2024.

Subrecipient is solely responsible for procuring in accordance with its procurement requirements and properly installing, maintaining and operating the equipment. DHEC makes no representations or warranties concerning the Equipment, express or implied.

## **SOURCE OF FUNDING and AMOUNT**

The current amount of funding per this subaward is \$218,700 from the following sources:

SOF1 CK19-1904 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) \$218,700

Attachment(s) SOF1 thru SOFx contains the federal award identification information as required by 2 CFR §200.331 (a) (1) and is incorporated into this subaward.

## **PROJECT PERIOD**

The federal project period for SOF1 CK19-1904 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) began on 08/01/2019 and ends on 07/31/2024.

## **PERIOD OF PERFORMANCE**

This Subaward shall become effective on March 1, 2024 or whenever all parties have signed, whichever is later and ends on July 31, 2024. Only work done in accordance with the effective dates of the Subaward will be compensated.

## **COMPENSATION**

DHEC agrees to compensate the Subrecipient for the purchase of Equipment as described in the Scope of Services Section up to the amount of \$218,700.

Subrecipient shall submit all invoices and documentation in accordance with Method of Payment/Invoicing provision of this agreement.

In no event will the total amount to be paid under this Subaward exceed \$218,700, inclusive of the five year warranty and all expenses.

**Budget** Compensation will only be made for allowable costs consistent with the approved budget incorporated into this Subaward.

**Equipment** means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the \$5,000 capitalization level. Title will vest in accordance with the requirements of 2 CFR 200.313 and the SOF1.

**Indirect Cost** If Subrecipient utilizes an approved federally negotiated indirect cost rate, Subrecipient must provide a copy of the approved indirect cost rate letter from its federal cognizant agency. Any Subrecipient that has never received and does not have a current negotiated indirect cost rate, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as the Subrecipient chooses to negotiate/re-negotiate a rate, which the non-Federal entity may do at any time. If chosen, the Subrecipient must submit the breakdown of the MTDC to DHEC.

**Prior Approvals** Subrecipient must obtain prior approval before obligating or expending Subaward funds for equipment, permanent improvements or any purchase above the simplified acquisition threshold. The simplified acquisition threshold is adjusted periodically for inflation. The current amount is \$250,000. Please refer to the applicable Federal Acquisition Regulations (FAR) found at <https://www.acquisition.gov/sites/default/files/current/far/pdf/FAR.pdf>.

No revisions to the approved budget may be made without prior written approval from DHEC.

Subrecipient shall not subcontract any of the work or services covered by this Subaward without DHEC's prior written approval.

Subrecipient must obtain approval prior for the sale or replacement of any equipment purchased under this Subaward.

**Prohibited Items** No Subaward funds may be used for any purpose other than the purchase price of the Equipment.

#### **Interest**

**NO INTEREST OR LATE FEES** - No interest or late payment charges will be paid except as provided by S.C. Code Section 11-35-45, which provides Subrecipient's exclusive means of recovering any type of interest from DHEC. Subrecipient waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. DHEC shall not otherwise be liable for the payment of interest on any debt or claim arising out of or related to this Subaward for any reason.

#### **METHOD OF PAYMENT/INVOICING**

Advance Payment:

Within 30 days of final signature of all parties on this Subaward but no later than June 30, 2024, Subrecipient must submit an invoice to DHEC to request disbursement of funds for the Equipment. (Subrecipient may use its own invoice or may request a template if needed.) A distribution up to the maximum amount of \$218,700 will be provided to Subrecipient after Subrecipient provides a proper invoice.

To receive the distribution, Subrecipient will submit an invoice requesting the disbursement amount to the following contact:

Dr. Abdoulaye Diedhiou  
Bureau of Communicable Disease Prevention and Control  
2100 Bull Street  
Columbia, SC 29201  
diedhia@dhec.sc.gov

By no later than July 31, 2024, Subrecipient must place order for the Equipment. Equipment purchased after July 31, 2024 is not eligible for these funds, and the Subrecipient must return the advanced funds.

By September 13, 2024, Subrecipient must submit final receipts and completed purchasing documentation to DHEC contact directly above. Any remaining funds or advanced funding under this Subaward which is not supported by documentation of expense will need to be returned to DHEC by September 13, 2024. Subrecipient will remit such funds via check to the following address:

SCDHEC  
Attn: Accounts Receivable  
2600 Bull Street  
Columbia, SC 29201



If Subrecipient does not receive the Equipment by September 13, 2024, Subrecipient must refund the funds to DHEC by that date.

Subrecipient should not pay vendor until Subrecipient has accepted the Equipment.

**COMPLETION OF SERVICES** - Any funds paid by DHEC and not used for completion of services in accordance with this Subaward shall be returned to DHEC.

### **REPORTING REQUIREMENTS**

Subrecipient must notify DHEC in writing when the Equipment has been purchased, delivered and installed.

#### **Annual Risk Assessment Survey**

On an annual basis, Subrecipient will be required to complete and return a risk assessment survey.

#### **Audit Verification**

On an annual basis, Subrecipient will be required to complete and return a statement verifying Subrecipient's status as to the single audit requirement.

#### **Audit Results**

If a single audit, program specific audit, or agreed upon procedures engagement is conducted, Subrecipient will be required to submit the full text of the Schedule of Findings and Questioned Costs or the Auditors Report with the Corrective Action Plan.

#### **Cost Allocation**

If Subrecipient manages multiple funding sources, Subrecipient's cost allocation plan must be submitted upon request. Sufficient detail must be provided to address the different categories of expenditure in the approved budget.

#### **FFATA**

Funding for this Subaward may be subject to the Federal Funding Accountability and Transparency Act (FFATA).

If the annual value of this Subaward is equal to or greater than \$25,000 at any time during this Subaward period of performance, Subrecipient is required to complete and return the attached Subaward FFATA checklist. The completed FFATA checklist (if applicable) must be returned to prior to submitting the first invoice for payment.

If Subrecipient is required to complete the FFATA checklist, DO NOT enter this information into the Federal Reporting database. DHEC maintains that responsibility.

#### **SAM (System for Award Management)**

On an annual basis, Subrecipient is required to maintain an active registration in SAM. Failure to comply may result in a suspension of payments and possibly a termination of the Subaward.

#### **ACCESS TO RECORDS**

Subrecipient must permit DHEC and auditors to have access to Subrecipient's records and financial statements in order to meet the requirements of the Subaward. Subrecipient must allow DHEC and auditors to attend activities and events paid for or sponsored from this Subaward. Subrecipient must allow DHEC to inspect or monitor in

person, activities performed in accordance with the scope of services and paid for or sponsored from this Subaward.

### **CLOSEOUT OF SUBAWARD**

Subrecipient is responsible for implementing the necessary administrative actions to close-out the Subaward. Administrative actions may include but are not limited to:

- liquidate all obligations
- expenditure adjustments +/-
- refunding unobligated cash balances
- financial reporting
- program performance reporting
- accounting for real and personal property if applicable
- patent and invention certifications if applicable
- records retention
- perform audits

### **TERMS AND CONDITIONS**

Subrecipient is responsible for the efficient and effective administration of the federal Subaward through the application of sound management practices. Subrecipient is responsible for administering federal funds in a manner consistent with the underlying agreements, program objectives, and the terms and conditions of the federal award. Subrecipient is responsible for understanding and maintaining compliance with the 2 CFR 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

### **MINORITY BUSINESS**

To the extent Subrecipient must subcontract services or purchase materials for performance under this Subaward, Subrecipient must make positive efforts to use small and minority-owned businesses or individuals.

**SUBCONTRACTORS** Subrecipient shall not subcontract any of the work or services covered by this Subaward without DHEC's prior written approval.

**ASSIGNMENT** Subrecipient cannot assign nor transfer the Subaward or any of its provisions without DHEC's written consent. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of Subrecipient is considered an assignment.

**AMENDMENTS** The Subaward may only be amended by written agreement executed by both parties.

**RECORD KEEPING, AUDITS, & INSPECTIONS** Subrecipient shall create and maintain adequate records to document all matters covered by this Subaward. Subrecipient shall retain all such records for three (3) years or other longer period required by law after termination, cancellation, or expiration of the Subaward, and make records available for inspection and copying and audit at any time DHEC deems necessary. 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 required retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Subrecipient shall allow DHEC to inspect facilities and locations where activities under this Subaward are to be performed on reasonable notice. Unjustified failure to produce any records or materials required under this Subaward may result in immediate termination of this Subaward with no further obligation on the part of DHEC.

Subrecipient must dispose of records containing DHEC confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DHEC, or known or believed by Subrecipient or Subrecipient's employee or agent to be claimed as confidential or entitled to confidential treatment.

**TERMINATION** DHEC may terminate this Subaward by providing thirty (30) calendar days written notice of termination to the Subrecipient.

Either party may terminate this Subaward by providing thirty (30) days written notice of termination to the other party.

DHEC funds for this Subaward are payable from federal sources. If funds are not granted or otherwise available to DHEC to pay the charges or fund activities under this Subaward, it shall terminate upon written notice to Subrecipient without any further obligation by DHEC, except the obligation to pay for allowable expenses already incurred. Unavailability of funds will be determined in DHEC's sole discretion. DHEC has no duty to reallocate funds from other programs or funds not granted specifically for the purposes of this Subaward.

DHEC may terminate this Subaward for cause, default, or negligence on Subrecipient's part at any time without thirty days advance written notice. Failure to comply with the terms and conditions of this Subaward may result in a delay in payment, request for additional documentation, audit, termination of the Subaward and prohibition of receiving additional awards from DHEC. DHEC may, at its option, allow Subrecipient a reasonable time to cure the default before termination.

**NON-DISCRIMINATION** No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this Subaward on the grounds of race, religion, color, sex, age, national origin, disability, gender identity, sexual orientation, pregnancy, veteran's status, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.

Subrecipients that administer or provide DHEC programs, activities, and services are required to adopt policies and procedures that ensure individuals with disabilities are provided with an equal opportunity to participate and equally effective communication when accessing any DHEC-funded programs, activities and services.

**INSURANCE** During the term of this Subaward, Subrecipient will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect Subrecipient from the types of claims which may arise out of or result from Subrecipient's activities under the Subaward and for which Subrecipient may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and/or malpractice insurance covering any professional services to be performed under the Subaward, and general liability insurance. If coverage is claims-based, Subrecipient must maintain in force and effect any "claims made" coverage for a minimum of three years after the completion of all work or services to be provided under the Subaward. Subrecipient may be required to name DHEC on its insurance policies as an additional insured and to provide DHEC with satisfactory evidence of coverage. If Subrecipient is a South Carolina governmental body, it may satisfy this requirement by maintaining insurance through the S.C. Insurance Reserve Fund as provided by South Carolina law. If Subrecipient is a South Carolina governmental body, it may satisfy this requirement by maintaining

insurance through the S.C. Insurance Reserve Fund as provided by South Carolina law. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its own employees.

**DRUG FREE WORKPLACE** By signing this Subaward, Subrecipient certifies that it will comply with all applicable provisions of the Drug-free Workplace Act, S. C. Code of Laws, Section 44-107-10 et seq., as amended.

**STANDARD OF PERFORMANCE** Subrecipient will perform all services under this subaward with at least the ordinary care and skill customary in the profession or trade. Subrecipient and subrecipient's employees will comply with all professional rules of conduct applicable to the provision of services under the subaward.

**NON-INDEMNIFICATION; LIMITATION ON TORT LIABILITY** Any term or condition of this Subaward or any related agreements is void to the extent it: (1) requires the State of South Carolina or its agencies, employees, or political subdivisions to indemnify, hold harmless, defend, or pay attorney's fees to anyone for any reason; or (2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies, employees, or political subdivisions for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, contract, equitable indemnification, or any other theory or claim.

**RELATIONSHIP OF THE PARTIES** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or of the other's employees, or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Subaward. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services under this Subaward. Subrecipient's employees are not and shall not be considered DHEC employees. Subrecipient shall not take any action or make any statement that suggests or implies that Subrecipient or its employees are employees, agents, partners, or joint venturers of DHEC or have any right or authority to bind DHEC to any agreement with a third party or to incur any obligation or liability on behalf of DHEC except to the extent expressly authorized in this Subaward.

**CHOICE OF LAW** The Subaward, any dispute, claim, or controversy relating to the Subaward and all the rights and obligations of the Parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.

**DISPUTES** All disputes, claims, or controversies relating to the Subaward must only be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this Subaward, Subrecipient consents to exclusive jurisdiction and service of process in South Carolina and to venue pursuant to this Subaward. Subrecipient agrees that any act by DHEC regarding the Subaward is not a waiver by DHEC of its sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution and does not represent DHEC's consent to the jurisdiction of any court or agency of any other state.

**DEBARMENT** Subrecipient certifies that it has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of subawards by any state, federal or local agency. This certification is a material representation of fact upon which reliance was placed when entering into this Subaward. If it is later determined that Subrecipient knowingly or in bad faith rendered an erroneous certification, DHEC may terminate the Subaward for cause in addition to other remedies available.

**SERVICE OF PROCESS** Subrecipient consents to service of process by certified mail (return receipt requested) to the address provided as Subrecipient's Notice Address herein, or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.

**NOTICE** All notices under this Subaward may be given by personal delivery, fax or email (with confirmed receipt), or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other persons, addresses and fax numbers as a party may designate by notice to the other parties). Notice shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

**SUBRECIPIENT:**

Jasper County Detention Center  
2008 N. Jacob Smart Blvd.  
Ridgeland, SC 29936  
(843) 717-3300

**DHEC PROGRAM:**

Adboulaye Diedhiou, M.D.  
2100 Bull Street, Columbia, SC 29201  
(803)898-0933

If any individual named above is no longer employed by the party in the same position at the time notice is to be given, and the party has failed to designate another person to be notified, then notice may be given to the named person's successor, if known, at the same address or by mail to the named person's office.

**COMPLIANCE WITH LAWS** Subrecipient shall comply with all applicable laws and regulations in the performance of this Subaward.

**THIRD PARTY BENEFICIARY** This Subaward is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this Subaward as a third-party beneficiary or otherwise.

**INSOLVENCY, BANKRUPTCY, DISSOLUTION** (a) Notice. Subrecipient shall notify DHEC in writing within five (5) business days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) calendar days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of all State contracts and grants against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this Subaward. (b) Termination. This Subaward is voidable and subject to immediate termination by DHEC upon Subrecipient's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, dissolution (if an organization), death (if an individual), or ceasing to do business.

**SEVERABILITY** The invalidity or unenforceability of any provision of this Subaward shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

**WAIVER** DHEC does not waive any prior or subsequent breach of the terms of this Subaward by making payments on the Subaward, by failing to terminate the Subaward for lack of performance, or by failing to enforce any term

of the Subaward. Only the DHEC Contracts Manager has actual authority to waive any of DHEC's rights under this Subaward. Any waiver must be in writing.

**PLACE OF CONTRACTING** This Subaward is deemed to be negotiated, made, and performed in the State of South Carolina.

**ATTACHMENTS/ADDENDA** Attachments, addenda, or other materials attached to the Subaward are specifically incorporated into and made part of this Subaward. This Subaward, with all attachments, represents the entire understanding and agreement between the parties with respect to the subject matter of this Subaward and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties. The terms of this Subaward without those attachments take priority over any conflicting or inconsistent terms of any other document, invoice, or communication between the parties, even if attached to the Subaward. Attachments include:

- Source of Funding (SOF)
- FFATA Checklist
- Budget
- Subaward Invoices and Supporting Documentation
- DHEC Overview of State of SC Travel Reimbursement Policies for Vendors and Subrecipients
- Risk Assessment

**PREVENTING AND REPORTING, FRAUD, WASTE AND ABUSE** 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, grantee or contractor shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

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. Additional information regarding the Federal and State laws prohibiting false claims and DHEC's policies and procedures regarding false claims may be obtained from DHEC's Grant Compliance Director or Bureau of Business Management.

Any employee, agent, or contractor of DHEC who submits a false claim in violation of federal or State laws will be reported to appropriate authorities.

If Subrecipient or Subrecipient'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 803-898-4869 or toll-free at 1-866-206-5202. Subrecipient is required to inform Subrecipient's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency. Subrecipient must also inform Subrecipient'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.

**OTHER REPRESENTATIONS OF SUBRECIPIENT** Subrecipient represents, warrants, and covenants:

- (a) Subrecipient has and will maintain the professional, technical, logistical, financial, and other ability to perform its obligations under this Subaward.
- (b) Subrecipient's execution and performance of this Subaward do not and will not violate or conflict with any other obligation of Subrecipient.
- (c) Subrecipient has no conflict of interest with its obligations under this Subaward.
- (d) Subrecipient has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.
- (e) Subrecipient has not previously been found in breach or default of any government contract or grant and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government subaward or grant, except as disclosed on an Exhibit to this Subaward.
- (f) Subrecipient is not and has not been subject to a Corporate Integrity Agreement within the last seven years, except as disclosed on an exhibit to this Subaward.
- (g) Subrecipient is a government agency or political subdivision, duly organized, validly existing and in good standing under the laws of South Carolina and authorized to transact business in South Carolina, with full power and authority to execute and perform its obligations under this Subaward.

**COUNTERPARTS AND FACSIMILE SIGNATURES** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile, scanned, or electronically entered handwritten signature to this Agreement shall be deemed an original and binding upon the signing party.

**SURVIVAL** Clauses which by their nature require performance or forbearance after the Subaward period will survive termination, cancellation, or expiration of the Subaward unless expressly provided otherwise in the Subaward or an amendment.

**TIME** Unless specified otherwise: (a) "days" in this Subaward means calendar days; (b) in computing any period of time prescribed or allowed by this Subaward, the day of the event from which the designated period of time begins to run is not included; (c) if the final day of the designated period falls on a Saturday, Sunday or legal holiday for the state or federal government, then the period shall run to the end of the next business day.

**NO ENDORSEMENT** Subrecipient will not take any action or make any statement, or request DHEC take any action or make any statement, that suggests or implies that DHEC or the State of South Carolina endorses Subrecipient or its services. Subrecipient shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the DHEC Contracts Manager.

**CONFLICT OF INTEREST** Subrecipient, as a non-Federal entity, must comply with 2 CFR §200.112 and §200.318 (c) (1). Subrecipient must comply with conflict of interest policies of the federal awarding agency and must disclose in writing any potential conflicts of interest to DHEC in accordance with applicable federal awarding agency policy. Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions

of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent of Subrecipient may participate in the selection, award, or administration of a supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. Subrecipient's officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Subrecipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by Subrecipient's officers, employees, or agents.

If Subrecipient has a parent, affiliate, or subsidiary organization that is not a state or local government or Indian tribe, Subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, Subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

**SUBRECIPIENT AUDIT REQUIREMENTS** Subrecipients, except for-profit entities, must submit a certification of total federal and state grant expenditures upon request from DHEC. If Subrecipient expends \$750,000 or more in federal awards from all sources during the fiscal year, Subrecipient must have a single or program-specific audit conducted for that fiscal year, in accordance with the provisions of 2 CFR Part 200, Subpart F.

Subrecipient shall complete and submit the audit within the earlier of 30 calendar days after receipt of the auditor's reports(s), or nine months after the end of the audit period. -Subrecipient agrees to send one copy of any audit conducted under the provisions of 2 CFR Part 200, Subpart F, to:

SC Department of Health and Environmental Control  
Director for the Bureau of Financial Management  
2600 Bull Street  
Columbia, SC 29201

Entities which are audited as part of the State of South Carolina Statewide Single Audit are not required to furnish a copy of that audit report to DHEC's Office of Internal Audits.

Non-federal entities that expend less than \$750,000 a year in total federal awards, from all sources, are exempt from the Federal audit requirements of 2 CFR Part 200, Subpart F for that year, but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity, and General Accounting Office (GAO).

A subrecipient is prohibited from charging the cost of an audit to federal awards if the subrecipient expended less than \$750,000 from all sources of federal funding in the Subrecipient's fiscal year. If the subrecipient expends less than \$750,000 in federal funding from all sources in the subrecipient's fiscal year, but obtains an audit paid for by non-federal funding, then DHEC requests a copy of that audit to be sent to:

SC Department of Health and Environmental Control  
Director for the Bureau of Financial Management  
2600 Bull Street  
Columbia, SC 29201



Email: [paradeko@dhec.sc.gov](mailto:paradeko@dhec.sc.gov)

Phone: (803) 898-3390

If a subrecipient utilizes an indirect cost rate, the subrecipient must provide a copy of the approved indirect cost rate letter from its federal cognizant agency OR an indirect cost rate reviewed and approved by an external auditor in accordance with GAAP. Otherwise, only direct charges will be allowed under the terms and conditions of this Agreement.

**FFATA REPORTING** As a recipient of federal funds, Subrecipient is required to report the following minimum data elements to DHEC. Additional data elements may be required by subsequent OMB guidance or regulation.

*(DO NOT ENTER THIS INFORMATION IN THE FEDERAL REPORTING DATABASE, ONLY REPORT IT BACK TO DHEC. THE DHEC BUREAU OF FINANCIAL MANAGEMENT IS RESPONSIBLE FOR REPORTING THIS INFORMATION TO THE FEDERAL GOVERNMENT.)*

1. *Unique Entity Identifier (UEI) number*
2. *Contract number*
3. *Subrecipient name as registered in the Central Contractor Registration*
4. *Amount of award received*
5. *Total Amount of contract award*
6. *Date contract was signed by both parties*
7. *Total contract period*
8. *Physical location of primary place of performance*
  - a. *State*
  - b. *Population*
  - c. *City*
  - d. *Congressional District*
  - e. *County*
  - f. *Area of Benefit (i.e., state, county, city, school district)*
9. *Top 5 most highly compensated officers and their compensation*

**AUDIT** Subrecipients who are not required to obtain a single or program specific audit may be required to obtain limited scope audits if the quarterly compliance reports, site visits and other information obtained by DHEC raise reasonable concern regarding compliance with contract conditions. Such engagements may not be paid for by DHEC pass-through funds.

**LOBBYING** Contractors and Grantees, including subcontractors, sub grantees, and subrecipients who receive federal funds pursuant to this agreement, are prohibited from using any of the federal funds to engage in lobbying activities, and must adhere to applicable statutes and regulations as a condition of receiving the federal funds. These prohibited activities include both direct and "grass roots" lobbying at the federal, state, and local levels, legislative and executive functions.

No part of any grant or contract funds will be used to pay the salary or expenses of any person related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative

processes within the executive branch of that government. This prohibition shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

31 U.S.C. § 1352 certification (45 CFR Part 93).

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. NOTE: These amounts are adjusted annually for inflation at 45 CFR part 102.

**AGENCY REORGANIZATION:** Pursuant to 2023 Act No. 60, as of July 1, 2024, all contractual rights and obligations of DHEC will be transferred to the Department of Public Health and/or Department of Environmental Services ("Successor Agencies") by operation of law. Grantee's or Subrecipient's rights and obligations shall continue without change and Grantee or Subrecipient shall perform in accordance with this Contract or Agreement except as instructed otherwise by the Successor Agencies. All references to the Department of Health and Environmental Control or DHEC in this Contract or Agreement shall be deemed to refer to the Successor Agencies as appropriate without the necessity of an amendment or any other action by the parties. In all other respects, this Contract or Agreement shall remain fully in effect after that time according to its terms unless and until amended.

The parties to the Subaward hereby agree to any and all provisions of the Subaward as stipulated herein.

SOUTH CAROLINA DEPARTMENT OF HEALTH  
AND ENVIRONMENTAL CONTROL

JASPER COUNTY DETENTION CENTER

BY: Linda J. Bell, M.D.  
Linda J. Bell, M.D.  
State Epidemiologist  
Director, Bureau of Communicable  
Disease Prevention and Control

BY: \_\_\_\_\_  
Name  
Title

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

MAILING ADDRESS:  
PO Box 1149  
Ridgeland, SC 29936

MAILING ADDRESS:  
SC DHEC-Public Health Contracts  
Angie Barnica  
Bureau of Communicable Disease  
Prevention & Control  
2100 Bull Street  
Columbia, SC 29201  
803-898-1189

REMITTANCE ADDRESS: (if different from mailing  
address)

TAX/EMPLOYER ID#: \_\_\_\_\_  
UEI #: \_\_\_\_\_

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, or nonprofit organization:  
State of incorporation/organization:

\_\_\_\_\_

Registered agent and address in South Carolina:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SCDLLR or other license #

\_\_\_\_\_



**JASPER COUNTY COUNCIL  
SPECIAL CALLED**

**VIRTUAL MEETING**

**Jasper County Clementa C. Pinckney Government Bldg  
358 3<sup>rd</sup> Avenue Ridgeland, SC 29936**

**Monday, February 26, 2024**

**Minutes**

**Officials Present:** Chairman L. Martin Sauls IV, Vice Chairwoman Barbara B. Clark, Councilman Pastor Alvin Adkins, Councilman John Kemp Absent: Councilman Coy Garbade

**Staff Present:** County Administrator Andrew Fulghum, Clerk to Council Wanda Giles, County Attorney David Tedder, Kimberly Burgess, Lisa Wagner, Danny Lucas and Videographer Jonathan Dunham.

**Call to Order:**

Chairman Sauls called the 4:30pm Council Meeting to order. The Report of Compliance with the Freedom of Information Act was read for the records as follows: *In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification.*

**Pledge to the Flag and Invocation:**

The Pledge to the Flag was recited and the Invocation was given by Councilman Adkins.

**Approval of Agenda:**

**Motion to approve:** Vice Chairwoman Clark

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

**Ordinances:**

**A: David Tedder** – Consideration of the 1<sup>st</sup> Reading an Ordinance Extending a Temporary Moratorium on Applications, Administrative Processing and Permitting for Approval of Large Residential Subdivisions, Major Subdivisions, Commercial Development Projects and Signage Within the Euhaw Broad River Planning Area and Matters Related Thereto.

Mr., Tedder was present to address the request for the consideration of the 1<sup>st</sup> reading an ordinance extending a Temporary Moratorium on applications, administrative processing and permitting for approval of large residential subdivisions, major subdivisions, commercial development projects and signage within the Euhaw Broad River planning area and other related matters. Mr. Tedder noted that a public hearing will be held with the 2<sup>nd</sup> reading of this ordinance for the record. If approved by Council this would extend the Moratorium until 7/31/2024 .

**Motion to approve for a Moratorium Extension until 07.31.2024:** Vice Chairwoman Clark

**Second:** Councilman Adkins

**Vote:**

**Chairman Sauls – Yes**

**Vice Chairwoman Clark – Yes**

**Councilman Adkins – Yes**

**Councilman Kemp – Abstained**

The motion passed.

**Adjourn:**

**Motion to adjourn:** Vice Chairwoman Clark

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

**Respectfully submitted:**

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Wanda H. Giles  
Clerk to Council

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L. Martin Sauls IV  
Chairman

# Agenda Item

**#25**