

AGENDA

ITEM #18

Public Hearing Only



Jasper County Planning and Building Services

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Lisa Wagner, CFM
Director of Planning and Building Services
lwagner@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	November 4, 2024
Project:	Zoning Map Amendment and Concept Plan – Planned Development District – Jasper Telfair
Applicant:	Jasper Telfair One, LLC Mark Barineau
Tax Map Number:	037-00-02-014, 037-00-02-017, and 037-00-02-018
Submitted For:	Public Hearing
Recommendation:	Planning Commission recommends approval of Planned Development District Zoning Designation and approval of the PDD Standards and Concept Plan

Description: The Applicant is requesting an approval of a Planned Development District (PDD) zoning designation for a commercial project, which will be known as Jasper Telfair. PDD standards and a Concept Plan for Jasper Telfair are included with the Zoning Map Amendment application. The project site consists of three (3) parcels, totaling approximately 30 acres and is located along Highway 17 (Speedway Boulevard) immediately south of Highway 315 (South Okatie Highway). The properties are currently zoned General Commercial and are undeveloped, although the trees were removed under a tree clearing and mass grading permit.

Analysis: In accordance with Article 8:1 of the Jasper County Zoning Ordinance, the intent of a PDD is to encourage flexibility in the development of land to promote its most appropriate use; and to do so in a manner that will enhance public health, safety, morals, and general welfare. The PDD, regulations are intended to accomplish the purpose of zoning and other applicable regulations to an equivalent or higher degree and are designed to control unscheduled development on individual lots or tracts, promote economical and efficient land use, provide an improved level of amenities, foster a harmonious variety of uses, encourage creative design, and produce a better environment. In view of the substantial public advantage of “planned development,” it is the intent of the PDD regulations to promote and encourage or require development in this form where appropriate in character, timing, and location, particularly in large undeveloped tracts. All PDD’s shall conform to the Jasper County Comprehensive Land Use Plan and Land Use Map (latest edition).

- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Resource Conservation.” The resource conservation

areas fall alongside the rivers that flank the east and west of Jasper County. These areas are vital components to the riverine systems and also provide critical habitat for plants and wildlife. These areas are dominated by hydric soils, which are frequently associated with wetlands. In addition, these soils are very poorly suited to support septic systems.

- **Adjacent Zoning and Land Uses:** Figure 1 below shows the project location and Table 1 shows the adjacent land uses and zoning designation:

Table 1. Adjacent Land Uses and Zoning Designations

Adjacent Property	Existing Uses	Zoning	City or County
North	Vacant	PDD through the City of Hardeeville	City of Hardeeville
South	SCAD Equestrian Center and Telfair (Residential Subdivision)	Rural Preservation and Telfair PDD	Jasper County
West	Vacant	PDD through the City of Hardeeville	City of Hardeeville
East	Vacant	Delta Bluffs PDD – County	Jasper County

Figure 1.



- **Traffic and Access:** The subject properties are accessed by Speedway Boulevard (Highway 17) and South Okatie Highway (Highway 315). Highway 17 is currently being widened to a four-lane state maintained highway, classified as a major arterial and South Okatie Highway (Highway 315), is a two-lane state maintained highway, classified as a major collector.

The Jasper Telfair Concept Plan (**Tab C in Binder**) illustrates the proposed use, the general layout, and access points. A Master Plan will be submitted separately and will provide additional information regarding the proposed layout of the development.

The proposed PDD will establish the following:

- **Access Points** – two access points, one (1) full access point on Speedway Boulevard (Highway 17) and one (1) limited right turn only on South Okatie Highway (Highway 315).
- **Allowed Land Uses** – general commercial and light industrial.
 - It should be noted that a number of land uses have been prohibited, which are outlined in Section II.B.2 of the Jasper Telfair PDD Standards.
- **Density** – a maximum density of 360,000 s.f.
- **Open Space** – a minimum of 15% open space based on total acreage with only 50% of freshwater wetlands, lagoons, ponds, and lakes counting towards open space.
- **Stormwater Management** – best management practices will be used in the development to ensure runoff leaving the site meets SC Department of Environmental Services Office of Ocean and Coastal Resource Management and Jasper County standards for water quality.
- **Setbacks and Buffers** – building setbacks will be a minimum of 100’ from Highway 17 and 50’ from Highway 315, with a 20’ perimeter buffer from adjacent properties to the south and 10’ from adjacent properties to the north, east and west.
- **Tree Preservation Standards** – 15 trees per acre.
- **Landscaping Standards** – A landscaped buffer will be provided along Speedway Blvd. (Highway 17) and South Okatie Highway (Highway 315).

The Jasper Telfair PDD and Concept Plan meets all of the requirements for a PDD *Application and Concept Plan* as outlined in Article 8:1.7 of the Jasper County Zoning Ordinance. A traffic impact study was prepared for the property by Lowe Engineers (**Tab H in Binder**), which shows that 569 new daily vehicle trips will be generated with 64 trips occurring during the AM peak hour and 67 trips occurring during the PM peak hour. The study recommends installing a northbound right turn storage lane of 100’ and a southbound left turn storage lane of 200’ on Highway 17. The study also recommends installing an eastbound right turn storage lane of 100’ and a westbound left turn storage lane of 200’ on Highway 315. Will serve letters from Hargray, Dominion Energy, and BJWSA have been provided (**Tabs E, F, and G**).

Planning Commission Recommendation: A zoning designation of PDD does not entitle an applicant or owner of the affected property a right to develop or engage in any land use or land disturbing activity, other than the rights in existence at the time of the Concept Plan approval. To engage in development or any land use or land disturbing activity, a Master Plan and subsequent Development Plan(s) must be approved for the areas to be developed. The Planning Commission recommends approval of the PDD designation, the PDD Standards, and the Concept Plan.

Attachments:

- 1. PDD Document and Concept Plan
- 2. Ordinance

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE #2024 - _____

**AN ORDINANCE OF
JASPER COUNTY COUNCIL**

To adopt Planned Development District Zoning, Planned Development District Standards, and Conceptual Master Plan for three tracts of land consisting of approximately 30 acres, bearing Jasper County Tax Map Numbers 037-00-02-014, 037-00-02-017, and 037-00-02-018, located along Speedway Boulevard (Highway 17), at the southeast intersection of South Okatie Highway (Highway 315) and known as Jasper Telfair PDD.

WHEREAS, The Planned Development District Zoning standards were adopted by Jasper County to permit and encourage flexibility in the development of land in order to promote its most appropriate use; and to do so in a manner that will enhance public health, safety, morals, and general welfare; and

WHEREAS, Jasper County has received a request from the owner of three tracts of land consisting of a total of approximately 30 acres, bearing Jasper County Tax Map Numbers 037-00-02-014, 037-00-02-017, and 037-00-02-018, located along Speedway Boulevard (Highway 17), at the southeast corner of the intersection of South Okatie Highway (Highway 315), to zone such in accordance with submitted Planned Development District Standards prepared for Jasper Telfair One, LLC and accompanying Planned Development District Standards and Conceptual Master Plan; and

WHEREAS, the above mentioned property was duly posed, with public meetings properly noticed and held by the Jasper County Planning Commission on October 8,

2024, which recommended approval and adoption, and by the Jasper County Council on October 8, 2024; and

WHEREAS, Jasper County Council finds the Planned Development District Standards and the Concept Map (Appendix C) to be in accordance with the statutory requirements of the state, and consistent with the Jasper County Comprehensive Plan, *Jasper's Journey*, as well as the Jasper County Zoning and Land Development Ordinances; and

NOW THEREFORE, BE IT RESOLVED by Jasper County Council, in council duly assembled and by the authority of the same:

1. Jasper County Council finds in accordance with the staff report, and the recommendation of Jasper County Planning Commission, the proposed zoning is consistent with the continued pattern of growth in the vicinity and is in harmony with the Jasper County Comprehensive Plan. Good cause having been shown to approve the applicant's request for Planned Development District Zoning for the Property, and of the Planned Development District Standards and Conceptual Master Plan (Appendix C), and to amend the Jasper County Official Zoning Map to reflect Planned Development District zoning for two tracts of land consisting of approximately 30 acres, bearing Jasper County Tax Map Numbers 037-00-02-014, 037-00-02-017, and 037-00-02-018 and known as Jasper Telfair PDD.
2. This ordinance shall take effect upon approval by Council.

L. Martin Sauls IV
Chairman

ATTEST:

**Wanda Giles
Clerk to Council**

ORDINANCE: # 2024-__

First Reading: October 21, 2024

Public Hearing: November 4, 2024

Second Reading: _____

Adopted: _____

Considered by the Jasper County Planning Commission at it's meeting on
October 8, 2024 and recommended for approval.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

AGENDA

ITEM #19

Public Hearing Only

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE O-2024-__

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

APPROVING A DEVELOPMENT AGREEMENT FOR THE JASPER TELFAIR TRACT PURSUANT TO THE SOUTH CAROLINA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT AND ARTICLE IV, TITLE 20 OF THE CODE OF ORDINANCES OF JASPER COUNTY, AND AUTHORIZING THE CHAIRMAN OF JASPER COUNTY COUNCIL TO EXECUTE SAID DEVELOPMENT AGREEMENT

WHEREAS, the South Carolina Local Government Development Agreement Act, South Carolina Code of Laws, Title 6, Chapter 31 (1976, as amended) (the “Act”), authorizes local governments to enter into development agreements with a developer as therein defined; and

WHEREAS, Jasper County Council (“Council”), the governing body of Jasper County, South Carolina (the “County” has adopted Article IV, Title 20 of the Code of Ordinances of Jasper County governing Jasper County’s participation in development agreements (the “Ordinance”); and

WHEREAS, Jasper Telfair One, LLC is the owner of certain lands suitable for development with Jasper County Tax Map Parcel Numbers 037-00-02-018, 037-00-02-014, and 017-00-02-017, as more fully identified in the Development Agreement attached as Exhibit A (the “Development Agreement”); and

WHEREAS, pursuant to the Act and the Ordinance, the County is authorized to enter into binding development agreements with entities having legal or equitable interest in real property; and

WHEREAS, the County and the Owner have now concluded their negotiations with respect to the terms for a development agreement for the real property subject to the Development Agreement; and

WHEREAS, the County, acting through the terms of this Ordinance, has determined to accept the terms and conditions of the Development Agreement by and between the County and Jasper Telfair One, LLC; and

WHEREAS, the County has provided for and held the statutorily required public hearings, finds that the development agreement is consistent with the Comprehensive Plan for Jasper County, as amended, and that approval of the development agreement would be in the best interests of the County.

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

1. The Development Agreement, in substantially the form attached hereto as Exhibit A, with such minor or grammatical changes as the Chairman of Jasper County Council shall approve upon the advice of the County Attorney and County Administrator, his execution of a definitive Development Agreement to be conclusive evidence of such approval, is hereby approved.

2. The Development Agreement, in substantially the same form attached hereto as Exhibit A, shall be executed by the Council Chairman and delivered on behalf of the County by the County Administrator, and the Clerk to Council is authorized to attest the signature of the Chairman of the Jasper County Council. The consummation of the transactions and undertakings described in the Development Agreement, and such additional transactions and undertakings as may be determined necessary by the County Administrator to be necessary to fully implement the Development Agreement are hereby approved.

3. If any one or more of the provisions of this Ordinance should be contrary to law, then such provision shall be deemed severable from the remaining provisions, and shall in no way affect the validity of the other provisions of this Ordinance.
4. This ordinance shall take effect upon approval by Council.

JASPER COUNTY COUNCIL

By: _____
L. Martin Sauls, IV, Chairman

ATTEST:

Wanda Simmons, Clerk to Council

First Reading: 10.21.2024
Second Reading: 11.04.2024
Public Hearings: 11.04.2024 and 11.18.2024
Third Reading and Adoption: 11.18.2024

It is required that the Development Agreement be attached as Exhibit A prior to Second Reading.

Reviewed for form and draftsmanship by the Jasper County Attorney:

David Tedder

Date

EXHIBIT A
Jasper Telfair One, LLC
Development Agreement
Jasper Telfair Tract

WHEREAS, the program for development of the Property presents an unprecedented opportunity for the County to secure quality planning and growth to protect the environment and strengthen and revitalized the tax base; and,

WHEREAS, this Development Agreement is being made and entered by and between Owner and the County, under the terms of the Act, for the purpose of providing assurances to Owner and future Developers that development plans for the Property may proceed under the terms hereof, as hereinafter defined, consistent with the Zoning Regulations (as hereinafter defined) without encountering future changes in law which would materially affect the ability to develop the Property, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the County, and for the purpose of providing certain funding and funding sources to assist the County in meeting the service and infrastructure needs associated with the development authorized hereunder;

WHEREAS, the County conducted three readings regarding its consideration of this Agreement on October 21, 2024, November 4, 2024, and November 18, 2024 with a public hearing on the final date, after publishing and announcing notice in accordance with the Act;

WHEREAS, County Council adopted Ordinance Number __-2024-__ on November 18, 2024, (a) determining that this Agreement is consistent with the County Comprehensive Plan, the Act, and the Current Regulations of the County, and (b) approving this Agreement.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both the County and Owner by entering into this Agreement, and to encourage well planned development by Owner, the receipt and sufficiency of such consideration being hereby acknowledged, the County and Owner hereby agree as follows:

1. INCORPORATION.

The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth in Section 6-31-10(B) of the Act.

2. DEFINITIONS.

As used herein, the following terms mean:

“Act” means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; incorporated herein by reference.

“Adjacent Land” shall mean any real property adjacent to the Property.

“Agreement” shall mean this Development Agreement as amended by the County and Owner or Developer, as applicable, in writing from time to time.

“Association” shall mean one (1) or more property owners’ associations that may be established to maintain portions of the Property if such is ever formed which is not expected if the Property is not subdivided.

“**BJWSA**” shall mean Beaufort/Jasper Water and Sewer Authority, its successors or assigns.

“**County**” shall mean Jasper County, South Carolina.

“**Developer**” means Owner or a successor in title or lessees of the Owner who undertake Development of the Property who are transferred all or portions of the Development Rights in writing from the Owner or a successor or assign.

“**Development**” means the development of portions of the Property and construction of improvements thereon as contemplated in the Zoning Regulations.

“**Development Fees**” shall have the meaning set forth in Section 11.A.

“**Development Rights**” means all rights provided to the Owner or a Developer to undertake Development of the Property in accordance with the Zoning Regulations and this Development Agreement.

“**Owner**” means Jasper Telfair One, LLC, its successors and any assignee, whereby such interest is assigned in whole or in part in writing.

“**PDD Standards**” or “**Planned Development District Standards**” means the Planned Development District Standards approved by the County contemporaneously herewith, and attached hereto as **Exhibit C** and incorporated herein by reference.

“**Project**” means the Development that will occur on the Property.

“**Property**” means that certain tract of land described on **Exhibit A**, as may be amended with the Agreement of the County and Owner.

“**Term**” means the duration of this Agreement as set forth in Section 3 hereof.

“**Zoning Regulations**” means (a) PDD Standards adopted to establish a planned development district for the Property, and all the attachments thereto, including but not being limited to the Concept Plan, all narratives, applications, and site development standards thereof, all as same may be hereafter amended by mutual agreement of the County and the Owner, or its successors or assigns, as applicable; (b) this Development Agreement; and (c) the County Zoning Ordinance and Land Development Regulations being codified with Municode[®] and current on Municode[®] through Supplement No. 3 as of June 21, 2021 as amended through the date of this Agreement except as the provisions thereof may be clarified or modified by the terms of this Agreement. In the event of conflicts, the terms of the Development Agreement shall take precedence, followed by the PDD Standards, and then the County Zoning Ordinance and Land Development Regulations.

3. TERM.

The term of this Agreement shall commence on the date this Agreement is executed by the County and Owner and terminate five (5) years thereafter; provided however, that the terms of this Agreement may be considered by the County, in its discretion, for an extension of the Term in

accordance with §6-31-60 of the Act absent a material breach of any terms of this Agreement by the Owner or any Developer during the initial term, or any subsequent extension.

4. DEVELOPMENT OF THE PROPERTY.

The Property shall be developed in accordance with the Zoning Regulations and this Agreement. All costs charged by or to the County for reviews required by the Jasper County Zoning Ordinance shall be paid by the Owner or a Developer or other party applying for such review as generally charged throughout the County for plan review. The County shall, throughout the Term, maintain or cause to be maintained, a procedure for the processing of reviews as contemplated by the Zoning Regulations and this Agreement.

5. CHANGES TO ZONING REGULATIONS.

The Zoning Regulations relating to the Property subject to this Agreement shall not be amended or modified during the Term, without the express written consent of the Owner, except in accordance with the procedures and provisions of § 6-31-80 (B) of the Act, which Owner shall have the right to challenge. Owner does, for itself and its successors and assigns, including Developers and notwithstanding the Zoning Regulations, agrees to be bound by the following:

A. The Owner shall be required to notify the County, in writing, as and when Development Rights are transferred to any other party. Such information shall include the identity and address of the acquiring party, a proper contact person, the location and number of acres of the Property transferred, and the number of residential units and/or commercial acreage and associated square footage of structure, as applicable, subject to the transfer. Developers transferring Development Rights to any other party shall be subject to this requirement of notification, and any entity acquiring Development Rights hereunder shall be required to provide the County an acknowledgment of this Agreement and a commitment to be bound by it.

B. The Owners and Developers, and their respective heirs, successors and assigns agree that all Development, with the exception of irrigation, incidental maintenance facilities, earthwork and similar amenities which exist from time to time, and facilities existing at the date of this Agreement will be served by potable water and sewer prior to occupancy, except as otherwise provided herein for temporary use, temporary being defined as one year or less. Septic tanks and/or wells may be allowed with the permission of BJWSA where there is a specific finding that such use for specific portions of the Property will comply with the overall environmental standards.

6. DEVELOPMENT SCHEDULE.

The Property shall be developed in accordance with the development schedule, attached as **Exhibit B**, or as may be amended by Owner or Developer(s) in the future to reflect actual market absorption. Pursuant to the Act, the failure of the Owner and any Developer to meet the initial development schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to the Owners and Developer(s) good faith efforts to attain compliance with the development schedule. These schedules are planning and forecasting tools only, and shall not be interpreted as mandating the development pace initially forecast or

preventing a faster pace if market conditions support a faster pace. The fact that actual development may take place at a different pace, based on future market forces, is expected and shall not be considered a default hereunder. Development activity may occur faster or slower than the forecast schedule, as a matter of right, depending upon market conditions. Furthermore, periodic adjustments to the development schedule which may be submitted unilaterally by Owner / Developers in the future shall not be considered a material amendment or breach of the Agreement.

7. DENSITY.

Uses and density on the Property shall be the densities and uses as set forth in this Agreement, and as set forth below:

Up to a maximum of 360,000 square feet of general commercial uses as set forth in the PDD Standards. As long as the total square footage of allowed uses does not exceed 360,000 square feet, the Owner or Developer shall be allowed to alter location and product mix among all allowed uses under the Zoning Regulations, based upon ongoing project planning and market conditions. Any such changes to exact location, building size, or product mix shall not be considered a material amendment hereto, so long as the total allowed density is not exceeded. Such minor changes will be approved at the staff review level.

8. RESTRICTED ACCESS

The Owner and/or each Developer shall have the right (but not the obligation) to restrict access within or into and out of the Property as long as such limited access does not adversely affect in any material respect adjacent traffic patterns located on public rights-of-way.

9. EFFECT OF FUTURE LAWS.

Owner and Developers shall have vested rights to undertake Development of any or all of the Property in accordance with the Zoning Regulations, as defined herein and modified hereby, and as may be modified in the future with the approval of the Owner or Developer, as applicable, pursuant to the terms hereof, and of this Agreement for the entirety of the Term. Future enactments of, or changes or amendments to the County ordinances, including zoning or development standards ordinances, which conflict with the Zoning Regulations shall not apply to the Property unless the procedures and provisions of §6-31-80 (B) of the Act are followed, which Owner or Developer shall have the right to challenge. Notwithstanding the above, the Property will be subject to then current fire safety standards and state and/or federal environmental quality standards of general application.

10. INFRASTRUCTURE AND SERVICES

The County and Owner recognize that the majority of the direct costs associated with the Development of the Property will be borne by the Owner and Developers, and many other necessary services will be provided by other governmental or quasi-governmental entities, and not by the County. For clarification, the parties make specific note of and acknowledge the following:

A. Private Roads. All roads within the Property shall be constructed by the Owner, Developer or other parties and maintained by such party(ies) and/or Association(s), or dedicated for maintenance to other appropriate entities. The County will not be responsible for the construction of any private roads within the Property unless the County specifically agrees to do so in the future.

B. Public Roads. All public roads outside the Property that serve the Property are under the jurisdiction of the State of South Carolina or other governmental entities regarding access, construction, improvements, and maintenance. Owner and Developer acknowledges that it must comply with all applicable state statutes and rules and regulations of the South Carolina Department of Transportation or its successor regarding access and use of such public roads. Owner or a successor Developer shall be responsible for the provision of funds for the construction of improvements to Highway 17 and Highway 315 in addition to property access improvements, all as required by SCDOT or Jasper County, as applicable, in conjunction with County approved traffic mitigation plans. Upon completion of construction of any such improvements within the SCDOT right of way, and acceptance by SCDOT, the SCDOT shall maintain all roadway improvements within the public road right of way. Further provisions regarding traffic management and mitigation are contained in Section 10.N below.

C. Potable Water. Potable water will be supplied to the Property by BJWSA or some other legally constituted public or private provider allowed to operate in the County. The County shall not be responsible for any construction, treatment, maintenance or costs associated with water service to the Property unless the County elects to provide such services with the agreement of the applicable utility authority then providing such service to the Property. Owner will construct or cause to be constructed all related infrastructure improvements within the Property, which will be maintained by it or the service provider as provided in any utility agreement between Owner or Developer and the service provider.

D. Sewage Treatment and Disposal. Sewage treatment and disposal will be provided by BJWSA or some other legally constituted public or private provider allowed to operate in the County. The County will not be responsible for any treatment, maintenance or costs associated with sewage treatment within the Property, unless the County elects to provide such service with the agreement of the applicable utility authority then providing such service to the Property. Nothing herein shall be construed as precluding the County from providing sewer services to its residents in accordance with applicable provisions of law. Owner or Developer will construct or cause to be constructed all related infrastructure improvements within the Property, which will be maintained by it or the provider as provided in any utility agreement between Owner or Developer and the service provider.

E. Use of Effluent. Owner and Developer agree that treated effluent will be disposed of only in such manner as may be approved by DHEC and the BJWSA. The County will use good faith efforts to cooperate with Owner or Developer to support Owner or Developer in obtaining gray water in connection with providing irrigation water for the landscaped areas within the Property, if such is economically feasible. The Owner or Developer or its designee shall have the right to operate an irrigation system to provide irrigation services in connection with all or any portion of the Property, provided such is approved by DHEC or other applicable regulatory authority.

F. Police Services. County shall provide law enforcement protection services to the Property on the same basis as is provided to other similarly situated businesses in the County.

G. Fire Services. County shall provide fire protection services to the Property on the same basis as is provided to other similarly businesses in the County. It is further acknowledged the nature of the development of the Project may require additional equipment (generically, “Heavy Rescue Equipment”). Provision of funds towards that acquisition are contained hereinbelow in Section 11.B. Owner and Developer acknowledge the jurisdiction of the County’s fire department on the Property and shall not interfere or in any way hinder public safety activities on the Property regardless of whether such may be a restricted access community.

H. Sanitation Services. County shall provide sanitation services and trash collection services to all properties within the Property on the same basis as provided to other similarly situated businesses within the County.

I. Recreation Services. County shall provide recreation services to the Property on the same basis as provided to other similarly situated businesses in the County.

J. Library Services. Such services are available on the same basis as provided to all other citizens of the County.

K. Emergency Medical Services (EMS). Such services shall be provided to the Property on the same basis as provided to all other citizens of the County.

L. Drainage System. All stormwater runoff, treatment and drainage system improvements within the Property will be designed and operated in accordance with the Zoning Regulations and Best Management Practices then current. All stormwater runoff, treatment and drainage system improvements for the Property shall be constructed by Owner, Developer, or the Association, as applicable. The County will not be responsible for any construction or maintenance cost associated with the stormwater runoff, treatment and drainage system within the Property.

M. Storm Water Quality. Protection of the quality in nearby waters and wetlands is a primary goal of the County. Owner and Developer shall be required to abide by all provisions of federal and state laws and regulations, including those established by the Department of Health and Environmental Control, the Office of Ocean and Coastal Resource Management, and their successors for the handling of storm water. County shall be provided with contemporaneous copies of all submissions to federal and state permitting authorities regarding storm water permitting and storm water pollution prevention plans. Additional provisions regarding storm water management are included in the PDD Standards.

N. Traffic Management/Mitigation. A traffic impact study was completed on March 16, 2023 for the Property and a copy provided to the County. Traffic lighting and associated roadway improvements recommended in the traffic impact study to avoid an unacceptable degradation of intersection functioning due to the development of the Property will be permitted and constructed at Owner or a subsequent Developer’s expense. If any such traffic improvements are required by the traffic study for development of the Property, Owner or a subsequent Developer shall engage, or cause to be engaged, appropriate professionals to design,

permit and construct such improvements, said construction to be completed following approval and issuance of applicable permits by the SCDOT.

11. DEVELOPMENT FEES.

A. To assist the County in meeting expenses resulting from ongoing development, Owner or Developer shall pay development fees for, Fire/Public Safety and Roads (“Development Fees”) as follows, as set forth below:

DEVELOPMENT FEES	AMOUNT
Non-Residential per 1,000 sf	\$660 Roads and Traffic Mitigation Facilities \$500 Fire/Public Safety

B. All Development Fees shall be collected at the time of obtaining a building permit. Roads and Traffic Mitigation Facilities Development Fees shall be placed in a separate interest bearing account and all such monies shall be utilized, unless otherwise agreed by the County and Owner or Developer, to reimburse Owner or Developer, as applicable, for the construction of external roadways and near-site traffic mitigation measures, including landscaping and lighting (which shall be paid by County to Owner or Developer, as applicable, within thirty (30) days after substantial completion of each road/traffic mitigation segment out of the first funds in the Road and Traffic Fund, as collected and available). The Fire/Public Safety Fee is to be used for capital expenditures to provide Heavy Rescue capabilities if necessary due to the industrial/commercial nature of the Project, as well as other usual capital expenditures associated with the demands for enhanced services.

C. Notwithstanding any provisions to the contrary contained within this Agreement, it is acknowledged Jasper County is in the process of considering the adoption of Impact Fees as allowed by §6-1-910, et. seq. of the South Carolina Code of Laws (1976, as amended). The Property shall be exempt from any requirement to pay County Impact Fees under any ordinance subsequently passed and enacted by the County, for the first three (3) years of the Term of this Agreement as it may be extended by mutual agreement between the Owner and County. In the event Impact Fees are adopted by the County, the Property shall be subject to such fees provided they are applied uniformly to similar properties as this Property, and provided further, that any Development Fees paid under Section 11.A and B shall be credited against the Impact Fees to the extent the Development fees are for items included in the capital program incorporated in the formulation of the Impact Fees. It is further provided Owner and/or Developers shall be subject to the payment of any and all present or future permitting fees enacted by the County that are of County wide application and that relate to processing applications, development permits, building permits, review of plans, or inspection (no other capital improvement related impact, development or other extractions).

D. Except as set forth in this Agreement, nothing herein shall be construed as relieving the Owner, Developer, their successors and assigns, from payment of any such fees or charges as may be assessed by entities other than the County, provided however, if an entity other than the County is permitted by County to impose fees or obligations similar in nature to those

contemplated by this Agreement, Owner or Developer, as applicable, shall be entitled to either an offset against the Development Fees of this Agreement the amount of such fees or obligations which are collected or a credit against the other fees allowed to be collected. It is the intent of the parties that the fees and obligations contemplated by this Agreement are the only obligations which will be imposed upon the Property and that County shall not permit any other governmental authority to impose fees or obligations of a similar nature to that which are contemplated by this Agreement without providing for a credit against the other fees for the fees due under this Agreement; provided, however, the provisions of this paragraph shall not preclude the County or another governmental authority from imposing a fee of a nature which is for services or improvements other than those contemplated under this Agreement - (i.e., roads, fire/public safety), which are imposed on a consistent basis throughout the area regulated by such governmental authority imposing such obligations. The County or other governing body shall not be precluded by this Agreement from charging fees for delivery of services to citizens or residents (i.e., an EMS response fee or the like), nor from charging fees statutorily authorized in the future (i.e., a real estate transfer fee or the like) which are not collected as a prerequisite to approval of a plat, plan or construction.

E. The fees set forth above in Section 11.A and B are vested for the entire Property during the Term of this Agreement and shall not be increased. No other Development Fee or development obligation shall be imposed in connection with the Property, except as may be allowed pursuant to Section 11.C and D and fees set out in generally applicable ordinances such as building permitting fees and inspection fees. The Fire/Public Safety and Road/Traffic Mitigation Development Fees are subject to an annual inflation factor equal to inflation factor as provided by the State of South Carolina to each local government for the calculation of tax millage increases.

F. Any Development Fees paid and/or credits for Development Fees with respect to property conveyed, services performed and/or money paid as provided in this Agreement may be assigned by the Owner and/or Developer owning such credits and all such credits shall remain valid until utilized. The Owner and/or Developer shall provide written notice of intent to transfer such credits to the County and shall obtain an acknowledgement from the County prior to any such transfer. The County shall recognize all such written assignments of such rights and shall credit same against any Development Fees which are owned pursuant to this Agreement.

G. Owner agrees to pay the reasonable costs and expenses of the County's consultants and professionals incurred in negotiating, processing and evaluating this Agreement. County will provide sufficient documentation of these charges. Owner shall pay such fees within 60 days of the delivery of the County's invoice(s).

12. PERMITTING PROCEDURES:

A. The County agrees that the Owner and/or any Developer is not required to phase development but shall have the right to do so.

B. The County agrees to review all land use changes, land development applications, and plats in an expeditious manner in accordance with County Regulations as modified by the Zoning Regulations. Plans will be processed in accordance with the Zoning Regulations, the then current subdivision plat and development plan procedural requirements and

fee schedules. Developer may submit these items for concurrent review with the County and other governmental authorities. County may give final approval to any submission, but will not grant authorization to record plats or begin development construction activities until all permitting agencies have completed their reviews.

C. Signage for the Project is governed by the Zoning Regulations.

D. The County acknowledges that the Owner and/or Developer has the initial right of architectural review regarding improvements and building upon the Property, subject to normal review by the County Planning staff. It is the intent of this Agreement to avoid long unarticulated facades visible from the adjacent Highway 17 and Highway 315.

E. The County agrees that the Property is approved and fully vested for intensity, density, development fees, uses and height, and shall not have any obligations for on or off site transportation or other facilities or improvements other than as provided in this Agreement, but must adhere to then current Master Plan, subdivision plat and development plan procedural guidelines. The County may not impose additional development obligations or regulations in connection with the ownership or development of the Property, except in accordance with the procedures and provisions of § 6-31-80 (B) of the Act, which the Owner and Developer shall have the right to challenge.

F. Private or public roadways may utilize swale drainage systems and are not required to have raised curb and gutter systems, except where necessary to adequately control stormwater runoff or to accommodate pedestrian or multi-use sidewalks or pathways. Raised curb and gutter systems are not required for the sole purpose of aesthetic appeal. Public road improvements are subject to the drainage requirements of the public agency having jurisdiction and/or ownership. Roadway cross sections utilizing swale drainage will be designed, constructed and maintained to meet BMP standards (imposed by regulatory agencies) for stormwater quality. Roadway cross sections will be reviewed at time of proposed construction of such roadway based upon engineering and planning standards consistent with the Master Plan prepared by Developer subject to the approval of the County Planning Administrator.

G. All plan review fees shall be consistent with the fees charged generally in the County and in effect at that time.

13. DEVELOPER ENTITLEMENTS

County acknowledges that the Property is vested with the following items:

A. The County will, to the extent available, promote public transportation which exists within the County to service the Property.

B. All drainage systems constructed within the Project shall be owned and maintained by Owner, Developer or one (1) or more Association(s) which may be established for various portions of the Property, and the County shall have no responsibility for the construction, operation or maintenance of such systems. Such systems shall be constructed in compliance with any applicable federal, state, or local requirement utilizing then current Best Management Practices.

C. On-site burning may be permitted within the Property upon obtaining applicable permits

D. The County agrees to cooperate with the Owner and each Developer with county, state and federal roadway permitting in connection with the Development of portions of the Property.

E. County services, including, but not limited to, police, fire, sanitation, and other governmental services shall be supplied to the Property in the same manner and to the same extent as provided to other similar business properties within the County, subject to the limitations (if any) of Section 10 above. Subject to the limitations of Section 10 above (if any), should the Owner or a Developer require enhanced services beyond that which is routinely provided within the County, then the County agrees that upon the written request of Owner or a Developer, it shall negotiate in good faith with the Owner or a Developer to provide such enhanced services to the Property. Any enhanced services shall be at the sole cost of the Owner and/or Developer.

14. COMPLIANCE REVIEWS.

As long as Owner or a Developer owns any of the Property, Owner or a Developer or its designee, shall meet with the County, or its designee, at least once, per year, during the Term to review Development completed by within the Property in the prior year and the Development anticipated to be commenced or completed in the ensuing year. The Owner or a Developer, or its designee, shall provide such information as may reasonably be requested, to include but not be limited to, acreage of the Property sold in the prior year, acreage of the Property under contract, and the number anticipated to be issued in the ensuing year, Development Rights transferred in the prior year, and anticipated to be transferred in the ensuing year. Owner or a Developer or its designee, shall be required to compile this information within a reasonable time after written request by the County.

15. DEFAULTS.

The failure of the Owner, Developer or the County to comply with the terms of this Agreement not cured within thirty (30) days after written notice from the non-defaulting party to the defaulting party (as such time period may be extended with regard to non-monetary breaches for a reasonable period of time based on the circumstances, provided such defaulting party commences to cure such breach within such period and is proceeding diligently and expeditiously to complete such cure) shall constitute a default, entitling the non-defaulting party to pursue such remedies that are deemed appropriate, including specific performance; provided however no termination of this Agreement may be declared by the County absent its according the Owner and any relevant Developer the notice, hearing and opportunity to cure in accordance with the Act; and provided any such termination shall be limited to the portion of the Property in default, and provided further that nothing herein shall be deemed or construed to preclude the County or its designee from issuing stop work orders or voiding permits issued for Development when such Development contravenes the provisions of the Zoning Regulations or this Agreement.

Each Party recognizes that the other Party may suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law may exist to enforce this Agreement. Consequently, the Parties agree that any non-breaching Party who seeks enforcement of the Agreement is entitled to seek the equitable remedies of injunction and specific performance.

However, if there is a dispute between the County and Owner or Developer, or their successor or assign, concerning the terms, meaning, interpretation, rights or obligations under this Agreement (including any determination of material breach under the Act), the Parties agree to submit such dispute to prompt mediation before invoking legal proceedings. This pre-litigation mediation, conducted pursuant to South Carolina Rules for Alternative Dispute Resolution with subsequent judicial action lying in the Court of Common Pleas for Jasper County, shall be initiated by one Party notifying the other Party or Parties in writing of the dispute together with a request for mediation as described herein. The Parties agree that disputes under this Agreement not involving the Current Regulations are contractual matters, not appealable to the Zoning Board of Appeals or the Planning Commission, but to the Court of Common Pleas for Jasper County; however, matters involving the application of the Current Regulations are not contractual, but are subject to the administrative review and appellate provisions involving the Zoning Board of Appeals or the Planning Commission.

A default of the Owner shall not constitute a default by Developers, and default by Developers shall not constitute a default by the Owner. Notwithstanding the foregoing, the failure of the Owner or a Developer, as applicable, to reasonably pursue the required permitting/approvals for and completion of required traffic mitigation measures shall be grounds for the cessation of the issuance of development permits for future sites; provided, however, that should the County Administrator determine that there is a default by the Owner or a Developer, he shall immediately notify the Owner or Developer in writing by certified mail, return receipt requested, and allow the Owner or Developer fifteen (15) days to respond with an explanation of why Owner or Developer is not in default or a plan for remedying the default. In the event Owner or Developer presents a plan of remediation for approval by the County Administrator, whose approval shall not be unreasonably withheld, the parties shall agree to a commercially reasonable time to complete the remediation plan, and during such time no negative action shall be taken against the Owner or Developer. Failure to submit such a response or failure to subsequently pursue a plan of remediation may result in a moratorium on future development permits, a stop work order, and any other consequences reasonably determined by the County Administrator. The parties acknowledge that owners of completed buildings within the Project shall not be obligated for the obligations of the Owner or Developer set forth in this Agreement, unless the Property remains under unified ownership or unless such owners of completed buildings have been assigned any rights under this Agreement. In such case, the owners of completed buildings shall also be obligated for obligations set forth in this Agreement.

16. MODIFICATION OF AGREEMENT.

This Agreement may be modified or amended only by the written agreement of the County and the Owner and Developer; such written agreement may be by resolution. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

This Agreement may be modified or amended as to a portion of the Property only by the written agreement of the County and the Owner of said portion of the Property. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate, or effect an abandonment of this Agreement in whole or in part unless such change,

amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

If an amendment affects less than all the persons and entities comprising the Owner and Developers, then only the County and those affected persons or entities need to sign such written amendment. Because this Agreement constitutes the plan for certain planned development under the zoning ordinance, minor modifications to a site plan or to development provisions may be made without a public hearing or amendment to applicable ordinances. Any requirement of this Agreement requiring consent or approval of one of the Parties shall not require amendment of this Agreement unless the text expressly requires amendment, and such approval or consent shall be in writing and signed by the affected parties. Wherever said consent or approval is required, the same shall not be unreasonably withheld.

The master plans are not intended to be rigid, exact site plans for future development. The location of roads, buildings, recreational amenities and other elements may vary at the time of permit applications when more specific designs are available, as long as the maximum densities set herein and the general concept of development suggested by the Development Agreement and Master Plan is followed and respected; however, reductions in required buffers and setbacks in relation to external properties and roadways are a major modification. Such minor variations are eligible to be approved at staff level in accordance with the Zoning Regulations.

17. NOTICES.

Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile, email or other means of electronic communication or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications shall be given at:

To the County: County Administrator
 Jasper County
 PO Box 1149
 Ridgeland, SC 29936
 Email: afulghum@jaspercountysc.gov

With Copy to: County Attorney
 Jasper County
 PO Box 420
 Ridgeland, SC 29936
 Email: dtedder@jaspercountysc.gov

And to Owner at: Jasper Telfair One, LLC
5005 Woodway Drive, Suite 215
Houston, TX 77056
ATTN: Mark Barineau
Email: mark@lionsmarkgroup.com

With Copy to: Burr & Forman LLP
4 Clarks Summit Drive, Suite 200
Bluffton, SC 29910
ATTN: Sarah F. Robertson
Email: srobertson@burr.com

18. ENFORCEMENT.

Any party hereto shall have the right to enforce the terms, provisions and conditions of this Agreement (if not cured within the applicable cure period) by any remedies available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with said enforcement.

19. GENERAL.

A. Subsequent Laws. In the event state or federal laws or regulations are enacted after the execution of this Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement ("New Laws"), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law, or court decision, a party designated by the Owners and Developer(s) and the County shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the County may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement. In addition, the Owner, Developers and the County each shall have the right to challenge the New Law preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

B. Estoppel Certificate. The County, the Owner or any Developer may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing:

1. that this Agreement is in full force and effect,
2. that this Agreement has not been amended or modified, or if so amended, identifying the amendments,
3. whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and

4. whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

C. Entire Agreement. This Agreement sets forth and incorporates by reference all of the agreements, conditions and understandings among the County and the Owner relative to the Property and its Development, and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

D. No Partnership or Joint Venture. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the County, the Owner or any Developer or to render such party liable in any manner for the debts or obligations of another party.

E. Exhibits. All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

F. Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety and welfare, including but not limited to ensuring the adequacy of public facilities and compatibility between developed and undeveloped lands and their uses.

G. Assignment. Subject to the notification provisions hereof, Owner or Developer may assign its rights and responsibilities hereunder to a subsidiary or sister company, or subsequent land owners and Developers.

H. Governing Law. This Agreement shall be governed by the laws of the State of South Carolina.

I. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

J. Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

K. Eminent Domain. Nothing contained in this Agreement shall limit, impair or restrict the County's right and power of eminent domain under the laws of the State of South Carolina.

L. No Third Party Beneficiaries. The provisions of this Agreement may be enforced only by the County, the Owner and Developers. No other persons shall have any rights hereunder.

M. Contingencies. Not applicable.

N. Recording. Within fourteen (14) days after execution of this Agreement by all parties, the Owner shall record the Agreement with the Jasper County Register of Deeds. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement.

O. Agreement to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A. The agreements contained herein shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the Parties to the Agreement.

P. Assignment of Development Rights. Any and all conveyances of any portion of the Property to Developers shall by written agreement assign a precise amount of Development Rights along with the permitted land uses that may be constructed on the subject property being conveyed. Assignee shall notify the County within thirty (30) days of the conveyance of the property, provide the County with the applicable documents assigning the development rights to the assignee and record the same in the Office of the Jasper County Register of Deeds. In the event of conveyance of all or a portion of the Property and compliance with the conditions set forth herein, the assignor shall be released from all obligations as to the portion of Property and Development Rights so transferred, and the assignee shall be substituted as the Owner under the Agreement as to the portion of the Property so transferred.

Q. Adjacent Property. In the event Owner, its successors or assigns, acquires real property adjacent to the Property, County agrees to allow Owner, its successors or assigns, to subject such real property to the terms of this Development Agreement and the PDD Standards by an amendment to this Development Agreement subject to the approval of the which shall not be unreasonably withheld.

20. STATEMENT OF REQUIRED PROVISIONS

A. Specific Statements. The Act requires that a development agreement must include certain mandatory provisions, pursuant to Section 6-31-60 (A). Although certain of these items are addressed elsewhere in this Agreement, the following listing of the required provisions is set forth for convenient reference. The numbering below corresponds to the numbering utilized under Section 6-31-60 (A) for the required items:

1. **Legal Description of Property and Legal and Equitable Owners.** The legal description of the Property is set forth in **Exhibit A** attached hereto. The present legal Owner of the Property is Jasper Telfair One, LLC, a Texas limited liability company, as described above.

2. **Duration of Agreement.** The duration of this Agreement shall be as provided in Section 3.

3. **Permitted Uses, Densities, Building Heights and Intensities.** A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other development – related standards, are contained in Zoning Regulations, as supplemented by this Agreement.

4. **Required Public Facilities.** The utility services available to the Property are described generally above regarding water service, sewer service, cable and other telecommunication services, gas service, electrical services, telephone service and solid waste disposal. The mandatory procedures of the Zoning Regulations will ensure availability of roads and utilities to serve the residents on a timely basis.

5. **Dedication of Land and Provisions to Protect Environmentally Sensitive Areas.** All requirements relating to land transfers for public facilities are set forth in Section 10 above. The Zoning Regulations described above, and incorporated herein, contain numerous provisions for the protection of environmentally sensitive areas. All relevant State and Federal laws will be fully complied with, in addition to the important provisions set forth in this Agreement.

6. **Local Development Permits.** The Development standards for the Property shall be as set forth in the Zoning Regulations. Specific permits must be obtained prior to commencing Development, consistent with the standards set forth in the Zoning Regulations. Building Permits must be obtained under applicable law for any vertical construction, and appropriate permits must be obtained from the State of South Carolina (OCRM) and Army Corps of Engineers, when applicable, prior to any impact upon freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Owner, its successors and assign, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions, unless otherwise provided hereunder.

7. **Comprehensive Plan and Development Agreement.** The Development permitted and proposed under the Zoning Regulations and permitted under this Agreement is consistent with the Comprehensive Plan and with current land use regulations of the County.

8. **Terms for Public Health, Safety and Welfare.** The County Council finds that all issues relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of this Agreement, the Zoning Regulations and existing laws.

9. **Historical Structures.** Any cultural, historical structure or sites will be addressed through the applicable federal and state permitting process at the time of development, as required by applicable State regulations. No such structures or sites are known to exist.

[SEPARATE SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date indicated below.

WITNESSES:

Jasper Telfair One, LLC
a Texas limited liability company

Witness

By: _____
Mark Barineau, Member

Notary Public

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ___ day of _____, 2024 by Mark Barineau, a Member of Jasper Telfair One, LLC, a Texas limited liability company, on behalf of the company.

Notary Public for South Carolina
Print Name: _____
My Commission Expires: _____

MORTGAGEE CONSENT TO DEVELOPMENT AGREEMENT

The undersigned **Frost Bank**, a Texas state bank (the "**Mortgagee**"), as holder of that certain Mortgage, Security Agreement – Financing Statement from Jasper Telfair One, LLC, a Delaware limited liability company (the "**Mortgagor**"), dated October 20, 2023, and recorded in Book 1136 at Page 643 in the Office of the Register of Deeds for Jasper County, South Carolina (as modified from time to time, the "**Mortgage**"), relating to the real property described in the Mortgage and more particularly described in and encumbered by this Development Agreement, as amended or supplemented (the "**Development Agreement**"), does hereby consent to the foregoing Development Agreement and acknowledges that the terms thereof are and shall be binding upon the undersigned and its successors and assigns.

NOW, THEREFORE, the undersigned consents to the recordation of the Development Agreement.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Development Agreement, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of the Property, and does not hereby assume and shall not hereby be responsible for any of the obligations or liabilities of the Owner in the Development Agreement. None of the representations contained in the Development Agreement shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligations on Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Development Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the ____ day of _____, 2024.

Signed, sealed and delivered
in the presence of:

Frost Bank,
a Texas state bank

Witness

By: _____
Name: _____
Title: _____

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2024,
by _____, as _____ of
Frost Bank, a Texas state bank, on behalf of the bank.

Notary Public for the State of _____
Print Name: _____
My Commission Expires: _____

**EXHIBIT A
TO DEVELOPMENT AGREEMENT
PROPERTY DESCRIPTION**

Lot A and Lot B

All those certain parcels or tracts of land situate, lying and being in Jasper County, South Carolina, designated as Lot A, Delta Plantation, containing 6.33 acres, more or less, and Lot B, Delta Plantation, containing 20.00 acres, more or less, and being more particularly shown and described on a map or plat prepared by Charles W. Tuten, Jr., SCRLS #13522, dated March 3, 2004, recorded in the Office of the Register of Deeds for Jasper County, South Carolina ("Jasper County Records") in Plat Book 27, Page 315. For a more particular description reference is hereby made to said map or plat for better determining the metes, bounds and dimensions of said property.

Jasper County TMP: 037-00-02-018

Jasper County TMP: 037-00-02-014

Tract C

AND ALSO, ALL that certain parcel or tract of land situate, lying and being in Jasper County, South Carolina, containing 5.00 acres, more or less, and being a portion of the Poindexter Tract of Delta Plantation, as shown and delineated on that certain plat of survey prepared by Paul D. Wilder, RLS of Wilder Surveying and Mapping, dated January 9, 1998 and recorded in the Jasper County Records in Plat Book 23, Page 46. Said parcel of tract of land being generally bounded and described as follows: on the north by the R/W of S.C. Highway 170; on the east by other lands, now or formerly of Henry Ingram; on the south by other lands, now or formerly of Henry Ingram; and on the west by the R/W of U.S. Highway 17-A. For a more particular description, reference is made to the aforementioned plat of record.

Jasper County TMP: 017-00-02-017

LESS AND EXCEPTING

ALL that certain piece, parcel or lot of land situate, lying and being in Jasper County, South Carolina and designated as a "BJWSA Ground Water Well" containing 1.00 acres, 43,743 square feet on a plat dated May 6, 2009, entitled "A Plat of a 0.517 Acre Water Well Being a Portion of Lot "B" Delta Plantation Jasper County, South Carolina Prepared For: North Savannah Properties, LLC" by Kennedy Ragsdale & Associates Inc., James C. Brewer SCRLS No. 25441. For a more complete description as to metes, bounds and distances, reference may be made to said plat, filed as an attachment to the Partial Release recorded in the Jasper County Records in Book 759 Page 21.

ALL that certain piece, parcel or lot of land containing 15.576 square feet (0.358 acre), more or less, and all improvements thereon, if any, shown as the "Area of Acquisition" on Exhibit A attached to the deed from Zinn Investments II, LLC to South Carolina Department of Transportation recorded in Book 1018 at Page 729 in the Jasper County Records with such Right

of Way therein granted located along a relocated centerline as shown on plans between approximate survey stations 134+60.00 and 332+82.17.

This being the same property conveyed to Owner by Zinn Investments II, LLC by deed dated December 7, 2021 and recorded January 4, 2022 in Book 1093 at Page 1887 in the Jasper County Records.

**EXHIBIT B
TO DEVELOPMENT AGREEMENT
DEVELOPMENT SCHEDULE**

Development of the Property is expected to occur over the 5-year term of the Agreement, with the sequence and timing of development activity to be dictated largely by market conditions. The following estimate of expected activity is hereby included, to be updated by Owner or Developer as the development evolves over the term:

Year(s) of Commencement / Completion					
	2025	2026	2027	2028	2029
Type of Development	Potential start of development. Start clearing and mass grading. Begin design of offsite improvements.	Start underground utilities, hard scape, start building construction. Start construction on offsite improvements as required by SCDOT and County.	Complete first 120,000 SF of building space, complete any hard scape associated with building space. Continue construction of offsite improvements as required by SCDOT/County.	Complete next 120,000 SF of building space and any associated hard scape. Complete offsite improvements.	Complete remainder of building SF and site work

As stated in the Development Agreement, Section 6, actual development may occur more rapidly or less rapidly, based on market conditions and final product mix.

EXHIBIT C
PLANNED DEVELOPMENT DISTRICT STANDARDS

AGENDA

ITEM #20

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE #O-2024-21

ORDINANCE OF JASPER COUNTY COUNCIL

An Ordinance authorizing the sale to SC Grays LLC of a 1.19 acre parcel being subdivided out of the original 258.45 acre Parcel B, Parcel B being shown on a Plat recorded at Plat Book 22 at Page 233, with such 1.19 acre parcel being shown on an individual plat, being a portion of tax parcel 048-00-01-009, and to authorize the Jasper County Administrator to execute such contracts, amendments, deeds and other documents as may be necessary and appropriate to effect the sale to SC Grays LLC, or its assigns, and matters related thereto.

WHEREAS, Jasper County and SC Grays, LLC (“SC Grays”) have negotiated the terms of a proposed Contract for the Purchase and Sale of Commercial Real Property (“Agreement”) between them by which Jasper County would sell, by and through St. Peters Parish/Jasper County Public Facilities Corporation, and SC Grays would a parcel of land totaling approximately 1.19 acres located at the Cypress Ridge Industrial Park and adjacent to and abutting property already owned by SC Grays, said parcel being a portion of TMS 048-00-01-009, in order to expand and grow the existing commercial enterprise located adjacent thereto; and

WHEREAS, the Jasper County Council on April 15, 2024, approved the negotiation and execution of the Agreement by the Administrator on behalf of Jasper County; and

WHEREAS, in accordance with South Carolina law, Jasper County Council must pass an ordinance authorizing the sale of real property; and

WHEREAS, a new subdivision survey of the property to be conveyed has been created, with the acreage adjusted from that referenced in the contract to reflect the exclusion of a reserved right of way/ easement area previously created, and County Council desires to utilize this survey as the legal description of the property in the deed and related documents, acknowledging the parcel being subdivided shall become a part of Tax Parcel 048-00-01-028, the parcel already owned by SC Gray; and

WHEREAS, Jasper County Council finds the terms of the Agreement to be fair, equitable and in the best interests of the citizens of Jasper County, and in furtherance of additional economic development within the County;

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

1. Jasper County Council adopts the foregoing recitals as part of this Ordinance, and approves the sale of the referenced County property, as described by the new subdivision plat attached hereto as Exhibit "A," upon the terms and conditions of the Agreement;
2. The Jasper County Administrator, with the assistance of the County Attorney, is further authorized to execute and deliver a deed, closing statements and such other documents as may be necessary or desirable to accomplish the transfer of title to the property to the purchaser this transaction as more particularly described in the Agreement, as modified.
3. In connection with the execution and delivery of the deeds and other documents authorized hereunder, the County Administrator, with the advice and counsel of the County Attorney, is fully authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, amendments, certifications, documents, closing proofs, and undertakings as he shall deem necessary or advisable.
4. Any actions previously undertaken by the County Administrator, County Council or County staff in connection with the execution and delivery of the contracts, contract amendments, deeds, including the negotiation of the terms related thereto and any other agreements prior to the enactment of this Ordinance are ratified and confirmed.
5. This Ordinance shall take effect upon approval of the Council.

SIGNATURE AND ATTESTATION FOLLOW

Done this _____ day of November, 2024.

L. Martin Sauls, IV, Chairman

ATTEST:

Wanda Giles, Clerk to Council

ORDINANCE # 2024-21

First Reading: 07.15.2024

Second Reading: 09.03.2024

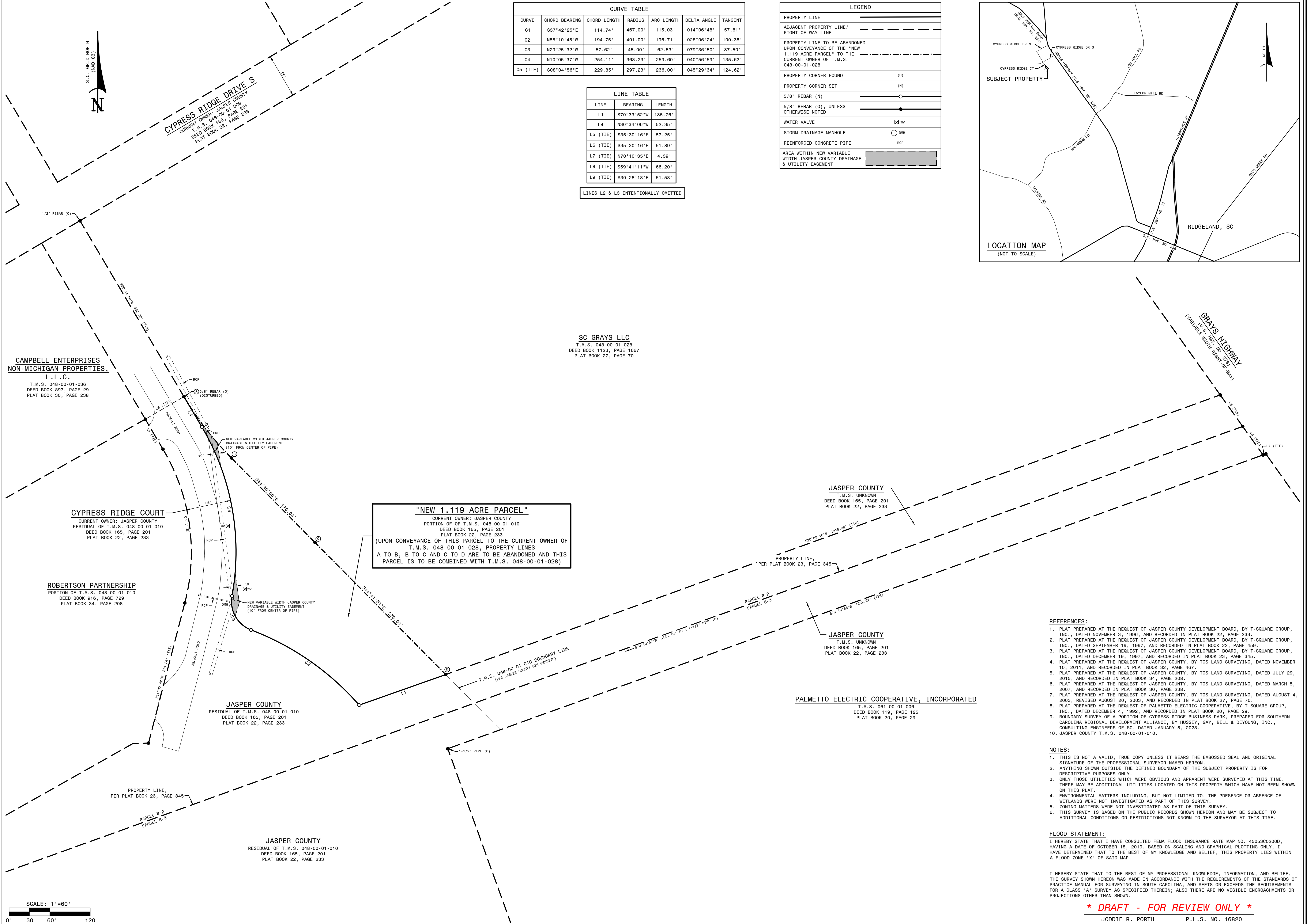
Public hearing: 09.03.2024

Additional Public Hearing: 11.04.2024

Adopted: 11.04.2024

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder Date: _____

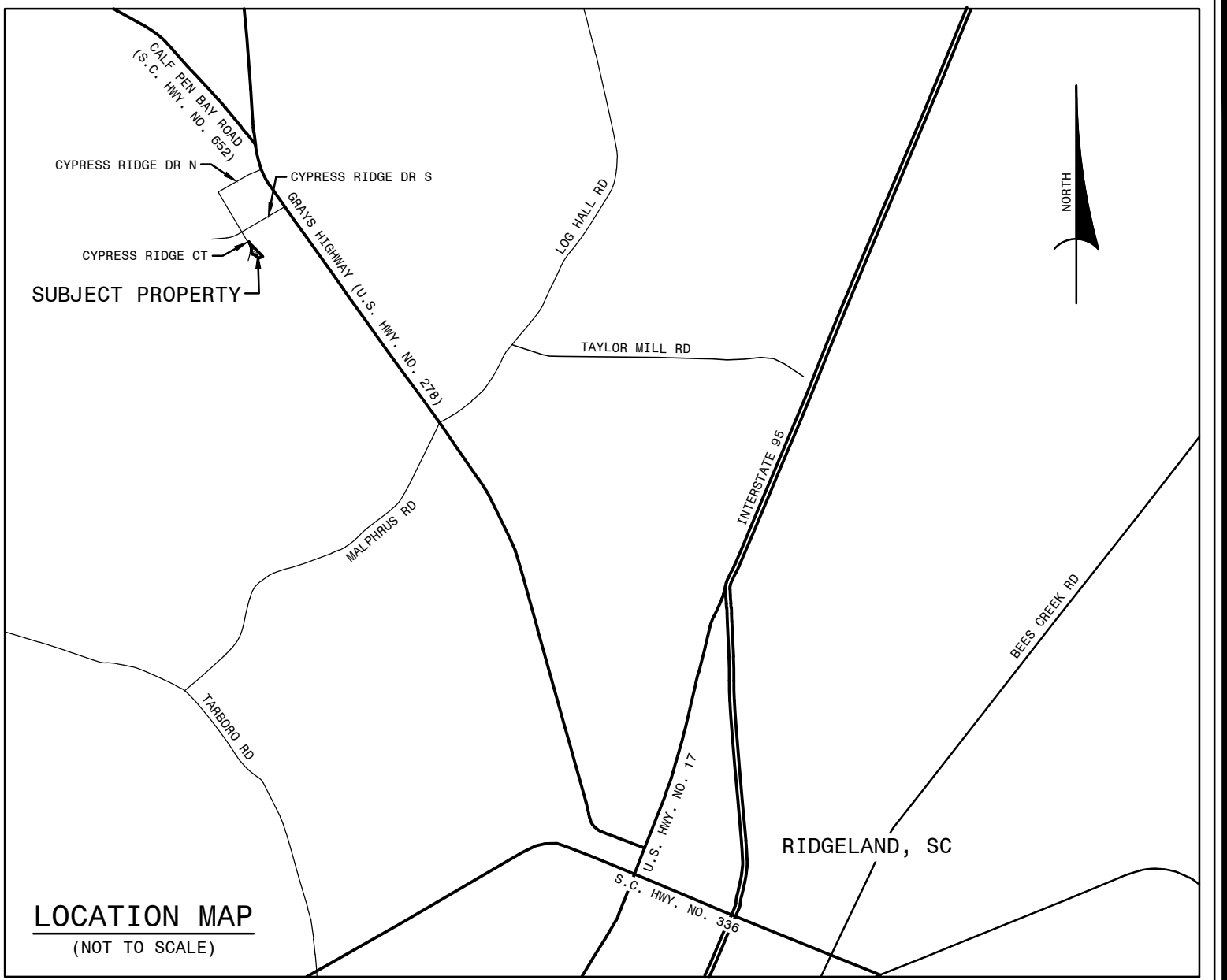


CURVE	CHORD BEARING	CHORD LENGTH	RADIUS	ARC LENGTH	DELTA ANGLE	TANGENT
C1	S37°42'25"E	114.74'	467.00'	115.03'	014°06'48"	57.61'
C2	N55°10'45"W	194.75'	401.00'	196.71'	028°06'24"	100.38'
C3	N29°25'32"W	57.62'	45.00'	62.53'	079°36'50"	37.50'
C4	N10°05'37"W	254.11'	363.23'	259.60'	040°56'59"	135.62'
C5 (TIE)	S08°04'56"E	229.85'	297.23'	236.00'	045°29'34"	124.62'

LINE	BEARING	LENGTH
L1	S70°33'52"W	135.76'
L4	N30°34'06"W	52.35'
L5 (TIE)	S35°30'16"E	57.25'
L6 (TIE)	S35°30'16"E	51.89'
L7 (TIE)	N70°10'35"E	4.39'
L8 (TIE)	S59°41'11"W	66.20'
L9 (TIE)	S30°28'18"E	51.58'

LINES L2 & L3 INTENTIONALLY OMITTED

PROPERTY LINE	---
ADJACENT PROPERTY LINE / RIGHT-OF-WAY LINE	- - - -
PROPERTY LINE TO BE ABANDONED UPON CONVEYANCE OF THE 'NEW 1.119 ACRE PARCEL' TO THE CURRENT OWNER OF T.M.S. 048-00-01-028	- - - -
PROPERTY CORNER FOUND	(O)
PROPERTY CORNER SET	(N)
5/8" REBAR (N)	○
5/8" REBAR (O), UNLESS OTHERWISE NOTED	●
WATER VALVE	⊕
STORM DRAINAGE MANHOLE	⊙
REINFORCED CONCRETE PIPE	RCP
AREA WITHIN NEW VARIABLE WIDTH JASPER COUNTY DRAINAGE & UTILITY EASEMENT	▨



Hussey, Gay, Bell & DeYoung, Inc. Consulting Engineers of S.C.
 1010 Cervais St, Suite 100
 Columbia, SC 29201

SOUTH CAROLINA PROFESSIONAL ENGINEERS
 HUSSEY, GAY, BELL & DEYOUNG, INC.
 CONSULTING ENGINEERS OF SC
 NO. 000194

SOUTH CAROLINA PROFESSIONAL LAND SURVEYORS
 HUSSEY, GAY, BELL & DEYOUNG, INC.
 TIER A
 NO. 16820
 JODDIE R. PORTH

HUSSEY GAY BELL
 Established 1958
 1010 Cervais Street, Suite 100, Columbia, South Carolina 29201 / T:803.799.0444

NO.	DESCRIPTION

DATE: JUNE 10, 2024
 SCALE: 1" = 60'
 JOB NO. 324126800
 SURVEY NO. C-24061001-A1017

PLAT SHOWING THE SUBDIVISION OF JASPER COUNTY T.M.S. 048-00-01-010 TO CREATE A 'NEW 1.119 ACRE PARCEL' PREPARED FOR

JASPER COUNTY
 NEAR THE TOWN OF RIDGELAND, JASPER COUNTY, SOUTH CAROLINA

- REFERENCES:
1. PLAT PREPARED AT THE REQUEST OF JASPER COUNTY DEVELOPMENT BOARD, BY T-SQUARE GROUP, INC., DATED NOVEMBER 3, 1996, AND RECORDED IN PLAT BOOK 22, PAGE 233.
 2. PLAT PREPARED AT THE REQUEST OF JASPER COUNTY DEVELOPMENT BOARD, BY T-SQUARE GROUP, INC., DATED SEPTEMBER 19, 1997, AND RECORDED IN PLAT BOOK 22, PAGE 459.
 3. PLAT PREPARED AT THE REQUEST OF JASPER COUNTY DEVELOPMENT BOARD, BY T-SQUARE GROUP, INC., DATED DECEMBER 19, 1997, AND RECORDED IN PLAT BOOK 23, PAGE 345.
 4. PLAT PREPARED AT THE REQUEST OF JASPER COUNTY, BY TGS LAND SURVEYING, DATED NOVEMBER 10, 2011, AND RECORDED IN PLAT BOOK 32, PAGE 467.
 5. PLAT PREPARED AT THE REQUEST OF JASPER COUNTY, BY TGS LAND SURVEYING, DATED JULY 29, 2015, AND RECORDED IN PLAT BOOK 34, PAGE 208.
 6. PLAT PREPARED AT THE REQUEST OF JASPER COUNTY, BY TGS LAND SURVEYING, DATED MARCH 5, 2007, AND RECORDED IN PLAT BOOK 30, PAGE 236.
 7. PLAT PREPARED AT THE REQUEST OF JASPER COUNTY, BY TGS LAND SURVEYING, DATED AUGUST 4, 2003, REVISED AUGUST 20, 2003, AND RECORDED IN PLAT BOOK 27, PAGE 70.
 8. PLAT PREPARED AT THE REQUEST OF PALMETTO ELECTRIC COOPERATIVE, BY T-SQUARE GROUP, INC., DATED DECEMBER 4, 1992, AND RECORDED IN PLAT BOOK 20, PAGE 29.
 9. BOUNDARY SURVEY OF A PORTION OF CYPRESS RIDGE BUSINESS PARK, PREPARED FOR SOUTHERN CAROLINA REGIONAL DEVELOPMENT ALLIANCE, BY HUSSEY, GAY, BELL & DEYOUNG, INC., CONSULTING ENGINEERS OF SC, DATED JANUARY 5, 2023.
 10. JASPER COUNTY T.M.S. 048-00-01-010.

- NOTES:
1. THIS IS NOT A VALID, TRUE COPY UNLESS IT BEARS THE EMBOSSED SEAL AND ORIGINAL SIGNATURE OF THE PROFESSIONAL SURVEYOR NAMED HEREON.
 2. ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THE SUBJECT PROPERTY IS FOR DESCRIPTIVE PURPOSES ONLY.
 3. ONLY THOSE UTILITIES WHICH WERE OBVIOUS AND APPARENT WERE SURVEYED AT THIS TIME. THERE MAY BE ADDITIONAL UTILITIES LOCATED ON THIS PROPERTY WHICH HAVE NOT BEEN SHOWN ON THIS PLAT.
 4. ENVIRONMENTAL MATTERS INCLUDING, BUT NOT LIMITED TO, THE PRESENCE OR ABSENCE OF WETLANDS WERE NOT INVESTIGATED AS PART OF THIS SURVEY.
 5. ZONING MATTERS WERE NOT INVESTIGATED AS PART OF THIS SURVEY.
 6. THIS SURVEY IS BASED ON THE PUBLIC RECORDS SHOWN HEREON AND MAY BE SUBJECT TO ADDITIONAL CONDITIONS OR RESTRICTIONS NOT KNOWN TO THE SURVEYOR AT THIS TIME.

FLOOD STATEMENT:
 I HEREBY STATE THAT I HAVE CONSULTED FEMA FLOOD INSURANCE RATE MAP NO. 45053C02000, HAVING A DATE OF OCTOBER 18, 2019. BASED ON SCALING AND GRAPHICAL PLOTTING ONLY, I HAVE DETERMINED THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PROPERTY LIES WITHIN A FLOOD ZONE "X" OF SAID MAP.

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

AGENDA

ITEM #21



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

Jasper County Council Consideration and Approval of a South Carolina Department of Public Safety Office of Highway Safety and Justice Programs Highway Safety Grant to the Jasper County Sheriff Office

Meeting Date:	November 4, 2024
Subject:	Council consideration and approval of the receipt of a federal grant from the Office of Highway Safety and Justice Programs Highway Safety #PT-2025-HS-52-25 in the amount of \$27,048 for the period 10/1/2024 – 9/30/2025.
Recommendation:	The Council approves the receipt of a federal grant from the Office of Highway Safety and Justice Programs Highway Safety #PT-2025-HS-52-25 in the amount of \$27,048 for the period 10/1/2024 – 9/30/2025.

Description: The SC Department of Public Safety Office of Highway Safety and Justice Programs awarded Jasper County Sheriff's Office a Highway Safety Grant in the amount of \$27,048 for the period 10/1/2024 – 9/30/2025. The grant will be used to offset the cost of overtime wages and the related employer portion of fringe benefits for sheriff office personnel to perform additional dedicated traffic enforcement, as well as additional hours to participate in checkpoints, saturation patrols, and other enforcement activities.

Recommendation: Staff recommends that the County Council approves the receipt of a federal grant from the Office of Highway Safety and Justice Programs Highway Safety #PT-2025-HS-52-25 in the amount of \$27,048 for the period 10/1/2024 – 9/30/2025 and authorizes Sheriff Hipp to accept the grant award.

Attachments:
State of South Carolina Department of Public Safety Highway Safety Grant Application
FY2025 Terms and Conditions of the Highway Safety Grant

Overview

**STATE OF SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
HIGHWAY SAFETY GRANT APPLICATION**

The South Carolina Department of Public Safety, Office of Highway Safety and Justice Programs (OHSJP) administers the federally-funded State and Community Highway Safety Program (commonly referred to as Section 402), and coordinates highway safety activities throughout the state. Each year, South Carolina receives approximately three million dollars in Section 402 funding. SC uses these and other federal monies to fund sustainable grant proposals aimed at reducing collisions and traffic-related fatalities and injuries. Applicant's proposals must demonstrate a measurable impact on highway and traffic safety; be cost effective; and contain a method of evaluation that substantiates both performance and impact. Highway Safety grant funds are awarded to qualified applicants to create new or expand existing highway safety programs, with the intention that such initiatives continue when grant funding is discontinued. State agencies; non-profit 501(c) 3 organizations, political subdivisions (city and state), and state, local and federally-recognized Indian tribal governments are eligible to apply. The usual grant funding cycle is from October 1 - September 30. The submission deadline is in February of each year.

Version: 0.1

Application Deadline: 2024-03-08

Application #: AH25001

Grant #: PT-2025-HS-52-25

Award Date: 2024-10-01

State Start Date: 2024-10-01

State End Date: 2025-09-30

Project Details

Project Title: Highway Safety Initiative 2024-2025

Project Location: Jasper County, SC

**Project Summary
(max. 300
characters):**

The Jasper County Sheriff's Office has such a high call volume that traffic enforcement gets less attention. Our goal is to serve the citizens of Jasper County better by creating an overtime opportunity aimed at reducing collisions and traffic-related fatalities and injuries.

Program Area: Police Traffic Services: Enforcement

Type of Application: New

Year of Funds: 3

**Plan to apply for
additional years of
funding after first
year?:** Yes

Agency Details

Agency Name: Jasper County Sheriff's Office

Address: 12008 N Jacob Smart Blvd

City: Ridgeland

State: SC

9 Digit Zip: 29936

(Area) Phone #: (843) 726-7777

(Area) Fax #: (843) 726-7778

County: Jasper

**Other
county/counties this
project will serve:**

Organization Type: County

Other (specify):

**U.S. Congressional
District:** 6

Budget

CATEGORIES			GRANTOR	TOTAL
PERSONNEL - SALARIES:				
Position Title	Annual Salary/Rate	% of Time On Project		
Police Traffic Overtime Project Activity Hours	20000	100	\$20,000	\$20,000
TOTAL SALARIES:			\$20,000	\$20,000
PERSONNEL - FRINGE BENEFITS, EMPLOYER PORTION:				
(Itemize - i.e FICA, Work, Comp, Retirement, etc.)				
Description	Rate	X Base		
Social Security & Medicare (FICA)	0.0765	20000	\$1,530	\$1,530
Retirement	0.2124	20000	\$4,248	\$4,248
Workers Compensation Insurance	0.0635	20000	\$1,270	\$1,270
Unemployment Insurance				
Health Insurance				
Dental				
Pre-Retirement Death Benefit				
Accident Death Benefit (Police Officers)				
Other (List applicable other fringes in budget narrative)				
TOTAL FRINGE BENEFITS:			\$7,048	\$7,048
TOTAL PERSONNEL:			\$27,048	\$27,048
CONTRACTUAL SERVICES:				
(Describe services to be performed)				
Description	Cost	Quantity		
			\$0	\$0
TOTAL CONTRACTUAL SERVICES:			\$0	\$0
IN-STATE TRAVEL:				
(Itemize-include mileage, airline cost, lodging, parking, per diem)				

Description	Cost	Quantity		
			\$ 0	\$ 0

OUT-OF-STATE TRAVEL:

(Itemize-include mileage, airline cost, lodging, parking, per diem)

Description	Cost	Quantity		
			\$ 0	\$ 0

TOTAL TRAVEL: \$ 0 \$ 0

EQUIPMENT (items >= \$1000):

(Itemize - DO NOT use brand names. DO NOT include leased or rented items)

Item	Cost	Quantity		
			\$ 0	\$ 0

TOTAL EQUIPMENT: \$ 0 \$ 0

OTHER (items < \$1000):

Description	Cost	Quantity		
			\$ 0	\$ 0

TOTAL OTHER: \$ 0 \$ 0

TOTAL PROJECT COST: \$27,048 \$27,048

Budget Narrative

BUDGET DESCRIPTION: List items under each Budget Category Heading. Explain exactly how each item listed in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the program, be established. Please provide descriptions only. No dollar amounts should be provided.

PERSONNEL:

Police Traffic Overtime Project Activity Hours and allowable fringe benefits, are to be adjusted proportionally to grant project activity hours worked.

Program Narrative

PROBLEM STATEMENT: First, define the problem exactly as it exists in your particular community. Describe the nature and magnitude of the problem using valid, updated statistical data; cite the source and date of your information. Sufficient data should be provided to prove the problem is significant and should be addressed. Include a discussion and analysis of trends in traffic-related incidents, their scope and characteristics. Data should be presented covering the past three (3) years. Second, include a discussion on your existing efforts and level of activities (current resources and programs) in dealing with the problem and why new or additional intervention/activity is needed.

Jasper County is a rural county in southern South Carolina that is approximately 750 square miles in area with 785.80 miles of county and state-maintained roads. Jasper County is located in the southeastern section of South Carolina and forms the boundary with Georgia on the west side and Beaufort County, South Carolina on the east side. Beaufort County is home to the tourist destination, Hilton Head Island. According to the Hilton Head Island Chamber of Commerce, over 3 million people visited Hilton Head Island in 2022 alone. There are only two ways to enter Beaufort County by vehicle without first passing through Jasper County. Jasper County is strategically located between the historic port cities of Charleston South Carolina and Savannah Georgia and has seven interchanges on the North/South corridor of Interstate 95. Jasper County ranks 46th in the state for fatal and sever injury collisions according to the 2023 Highway Safety Funding Guidelines document. According to the South Carolina Revenue and Fiscal Affairs Office, Jasper County is expected to have a population growth of approximately 20.0043% on July 1, 2025. With this growth rate and the geographic location of the county, Jasper County is experiencing increases in road travel and registered vehicles on the roadways, as well as a corresponding rise in traffic collisions and violations of traffic laws. The majority of collisions in Jasper County are related to speed violations. In addition to the permanent residents, Jasper County has 34 miles of Interstate 95 which significantly increases the traffic volume on a daily basis. According to the South Carolina Department of Transportation's 2022 traffic study, 63,600 automobiles passed between the Georgia state line and Highway 17, the first exit in Jasper County once entering South Carolina from Georgia. The traffic problem in Jasper County has increased in the past several years as indicated by the following statistics: According to the FFY Highway Safety Funding Guidelines, Jasper County's fatal and serious injury collisions are as follows:

2018 – 36 fatal and serious injury collisions.
2019 – 55 fatal and serious injury collisions.
2020 – 46 fatal and serious injury collisions.
2021 – 59 fatal and serious injury collisions.
2022 – 51 fatal and serious injury collisions.

In 2018 the Jasper County Sheriff's Office issued 6,238 traffic citations, 29 DUI arrests, 4,736 speeding citations, and 58 safety belt citations.

In 2019 the Jasper County Sheriff's Office issued 4,887 traffic citations, 74 DUI arrests, 3,341 speeding citations, and 36 safety belt violations.

In 2020 the Jasper County Sheriff's Office issued 1,385 traffic citations, 16 DUI arrests, 850 speeding citations, and 4 safety belt violations.

In November of 2020, the citizens of Jasper County elected a new Sheriff who took office on January 5, 2021. Under Sheriff Hipp's direction, and amidst the COVID pandemic, the Jasper County Sheriff's Office issued 1,339 traffic citations, 8 DUI arrests, 927 speeding citations, and 7 safety belt violations.

In 2022 the Jasper County Sheriff's Office issued 3,375 traffic citations, 25 DUI arrests, 1,945 speeding citations, and 59 safety belt violations.

In 2023 the Jasper County Sheriff's Office issued 3,560 traffic citations, 12 DUI arrests, 2,512 speeding citations, and 18 safety belt violations.

The Jasper County Sheriff's Office currently has 50 sworn officers; however, the Sheriff's Office does not currently have a traffic enforcement unit. While the Sheriff recognizes the traffic problem within the county, the calls for service keep officers busy. The Sheriff is currently in the process of preparing the 24-25 budget for the County Council and is asking the county for 20 additional officers, 5 of which will be assigned to a dedicated traffic enforcement unit. Receiving grant funding for overtime hours will allow the officers to perform additional dedicated traffic enforcement, as well as additional hours to participate in checkpoints, saturation patrols, and other enforcement activities. These overtime hours will have a noticeable impact on the traffic collisions occurring in Jasper County and reduce the negative traffic statistics relating to collisions, injuries, and fatalities being experienced.

PROGRAM GOAL(S): Describe the broad, long-term goals of the program and indicate the change(s) or outcome(s) anticipated.

- 1) To decrease the total number of traffic collisions in Jasper County by the end of the grant period.
- 2) To decrease the number of speeding violations in Jasper County by the end of the grant period.
- 3) To decrease the total number of safety belt violations in Jasper County by the end of the grant period.

IMPACT INDICATOR(S): State how accomplishments of the program goal(s) listed above will be measured.

- 1) Statistics will be obtained from the South Carolina Department of Public Safety to verify that the total number of collisions in Jasper County is decreasing by the end of the grant period.
- 2) Statistics will be obtained from the South Carolina Department of Public Safety and the Jasper County Central Traffic Court office to verify that the total number of speeding violations in Jasper County is decreasing by the end of the grant period.
- 3) Statistics will be obtained from the South Carolina Department of Public Safety and the Jasper County Central Traffic Court office to verify that the total number of safety belt violations in Jasper County is decreasing by the end of the grant period.

SPECIFIC OBJECTIVE(S): Objectives are quantifiable statements of the activities/tasks that will be implemented to fulfill project goals. They must be stated in measurable terms for the specific time periods.

- 1) The grant-funded officer(s) will participate in a minimum of 12 checkpoints within Jasper County during the grant year.
- 2) To have an appropriate, corresponding increase in citations for other traffic violations such as failure to yield right-of-way, following too closely, disregarding sign/signal, improper turn, and improper lane change by the end of the grant period.
- 3) To have an appropriate, corresponding increase in speeding citations by the end of the grant period due to enhanced enforcement efforts over the course of the grant period.
- 4) To have an appropriate, corresponding increase in citations for safety belt and child restraint violations by the end of the grant period due to enhanced enforcement efforts over the course of the grant period.
- 5) To conduct a minimum of 170 highly visible overtime speed-enforcement operations (saturation patrols and checkpoints) during the grant period.
- 6) To issue monthly press releases to the local media outlets or social media posts detailing the activities of the traffic enforcement efforts.
- 7) The grant funded officer(s) and the Jasper County Sheriff's Office will participate actively in the Local Law Enforcement Network. Active participation is defined as the following:
 - Attendance at a minimum of 50% of the LEN meetings.
 - Submission of a signed Participation Statement for the 2025 Target Zero Challenge.
 - Timely submission of required Target Zero Challenge reports, which are due by the 10th of the month for the previous month, and 10 days following the completion of the four (4) campaigns

required for the Target Zero Challenge (Christmas/New Year's and Labor Day Sober or Slammer campaigns, Buckle Up South Carolina, and Operation Southern Slow Down).

8) To meet with local judges and magistrates to inform them of the grant activities by the end of the first quarter of the grant.

PERFORMANCE INDICATOR(S): State exactly how each objective will be measured. Performance indicators must be matched to each program objective listed above.

- 1) The officers assigned to perform overtime enforcement hours shall maintain statistics on speeding citations over the course of the grant period.
- 2) The officer assigned to perform overtime enforcement hours shall maintain statistics on citations for safety belt and child restraint violations, DUI arrest, and violations such as failure to yield right-of-way, following too closely, disregarding sign/signal, improper turn, and improper lane change over the course of the grant period.
- 3) Saturation patrol and checkpoint locations, dates, and times will be established according to statistical information, and statistical data will be collected and recorded at each checkpoint. Logs will be kept and the information involving all traffic activities for state and local agencies will be part of the data. Statistics of the officer's performance and checkpoint results will be maintained in the grant file.
- 4) A log including the number of overtime enforcement operations conducted and education/community activities conducted/participated in during the Buckle Up South Carolina (BUSC), Operation Southern Shield, National Child Passenger Safety Week, and Christmas/New Year's and Labor Day Sober or Slammer sustained DUI enforcement campaigns will be maintained and submitted to the OHSJP for review.

PROJECT NARRATIVE: Provide a comprehensive step-by-step description of the project, indicating the tasks and activities to be employed to address the outlined in the Problem Statement. Detail what will be accomplished, how activities will be implemented, and who will perform the tasks. Each specific objective should be addressed, including an explanation of how it will be achieved.

The Traffic Enforcement Unit will perform overtime activity hours for the enforcement of traffic laws in Jasper County. This will be accomplished through evaluation and identification of high collision area, patrolling roadways with heavy traffic flow, issuing citations for traffic violations, and implementing traffic safety checkpoints and saturation efforts throughout Jasper County.

The Jasper County Sheriff's Office is currently the host agency for the Fourteenth Circuit Law Enforcement Network and conducted a total of 171 safety checkpoints in the year 2023. The Jasper County Sheriff's Office will conduct a minimum of 170 publicized safety checkpoints during the project period. The purpose of public safety checkpoints is to provide an opportunity to check for valid licenses, seat belt usage, outstanding warrants, stolen vehicles, and other traffic and criminal infractions, and to deter problematic driving behaviors, including speeding and aggressive driving, by increasing the perceived risk of citations. Pre and post checkpoint operation briefings will be held in an effort to ensure that all officers are aware of and understand the policies and procedures, goals, duties, and objectives of the operation. Checkpoints will be conducted in areas with a high incidence of collisions and heavy traffic flow.

All checkpoints conducted will have their work documented through the use of the OHSJP's High Visibility Enforcement Activity Report for each officer receiving overtime reimbursement under this subgrant or an after-action report.

The Jasper County Sheriff's Office will also conduct a minimum of 120 publicized high visibility enforcement (HVE) saturation patrols. A publicized HVE saturation patrol consists of a large number of officers patrolling a specific area looking for drivers in violation of the posted speed limit. The purpose of these saturation patrols is to deter speeding by increasing the perceived risk of a citation. Saturation patrols will be conducted regularly, in areas with a high incidence of speed-related

collisions and fatalities and in which speeding is common.

Each officer receiving overtime reimbursement during any HVE saturation will have their work documented through the use of either the OHSJP's High Visibility Enforcement Activity Report or our agency's own activity report.

For all PTS enforcement operations related to this subgrant, locations will be based on current data that identifies high-risk areas with the greatest number of speed related crashes, serious injuries, fatalities, and/or traffic violations (citations). Data will be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this project period. All officers taking enforcement actions and receiving overtime compensation under this subgrant will be currently certified in Speed Measurement Device Operator and Standardized Field Sobriety Testing, at minimum.

The officers will participate actively in the local Law Enforcement Network and submit reports for enforcement activity to the OHSJP, including the Monthly Enforcement Data Report Form and monthly work schedules. The officers will maintain a daily log of contact made in the course of patrolling, to include verbal warnings, written warnings, and written citations. The officers will participate in all aspects of the Buckle Up South Carolina (BUSC), Operation Southern Shield, National Child Passenger Safety Week, and the Christmas/New Year's and Labor Day Sober or Slammer sustained DUI enforcement campaigns, and the Jasper County Sheriff's Office will report monthly to the SCDPS data required by law which is collected from non-arrest and non-citation traffic stops, to include information regarding gender, race and age of individuals stopped.

PROJECT EVALUATION: The purpose of evaluating a project is to assess how well it has been implemented in your jurisdiction and to assess the extent to which the activities funded have achieved the project's goals. In this section, describe the plan or process for assessing the impact on the highway safety problem(s) in your jurisdiction. The completed evaluation report should be included in the Final Narrative Report submitted for the project.

The project will be evaluated by determining the degree to which the goals and objectives of the grant were met. Statistical information will be compared to the prior year, and the objectives will be evaluated to determine if they were met and to what degree. The Project Director will evaluate the project periodically throughout the grant period to determine any shortfalls or obstacles. Strategies will be updated to ensure the goals and objectives will be met.

PROJECT CONTINUATION: Explain how the project activity will be continued after federal funding assistance is no longer available.

The increased traffic enforcement operations are essential to alleviate the dangerous traffic problems that are currently plaguing the streets of Jasper County. The Sheriff has been working with the County Council for funding and personnel for full time traffic enforcement. The Sheriff will continue working with the County Council to garner their support for the project and their commitment to future funding to support the continuation of the project. The Sheriff will keep the Council informed of the success of the Traffic Unit and the difference they are making.

MEDIA PLAN: Discuss your plans for announcing the award of this grant to your community through media outlets available to you. Also, please discuss how you plan to keep the public informed of grant activities throughout the entire project period.

Upon notification of the grant award, the Jasper County Sheriff's Office will send out press releases/press conferences announcing the DPS Highway Safety Grant Award and the benefits it will bring to the community. The Jasper County Sheriff's Office will use social media and media outlets to announce the program funded by the grant award, for monthly public awareness efforts that explain the overtime activities, the educational Traffic Safety outreach throughout the grant period.

Program Narrative - Counts

TOTAL PROJECT AREA POPULATION: Provide the most current population figures for the area served by this project. The population of the project area may be larger than the population of the recipient unit of government (e.g. the project is a multi-jurisdictional effort) or smaller (e.g. the project targets a specific segment of the jurisdiction). Cite the source of the information presented.

**Total Population for
county(ies) or City/Town:** 30324

**Cite source of
information:** Unites States Census Bureau

AGENCY INFORMATION: (For Law Enforcement Agencies ONLY) Provide agency staff information, as well as the current level of enforcement activity for the entire department for the three previous calendar years.

**# of sworn officers
in agency:** 52

**# of non-sworn staff
in agency:** 8

**Total # of
personnel in agency:** 60

NUMBER BY CALENDAR YEAR

<u>ACTIVITY</u>	CY: 2021	CY: 2022	CY: 2023
DUI Arrests	3	25	12
Speeding (All Cases)	927	1945	2512
Safety Belt Violations	7	59	18
Child Restraint Violations	7	10	14
All Other Traffic Violations	467	1346	1004
Traffic Crashes Investigated	0	0	0
Check Points Conducted	83	95	171

Implementation Schedule

IMPLEMENTATION SCHEDULE

The Implementation Schedule is intended to give our office a proposed list of activities planned, when they are to be implemented, and the person responsible. Exact dates are not necessary in the "Implementation Proposed Time Frame" section. The "Implementation Actual Time Frame" section will be used to reflect the actual activities, dates, etc. when submitting your Progress Report after the grant is approved.

Implementation Tasks	Person Responsible	Implementation Proposed (Proposed Quarters)				Implementation Actual Time Frame (Actual Dates)				Date
		1	2	3	4	1	2	3	4	
		Qtr	Qtr	Qtr	Qtr	Qtr	Qtr	Qtr	Qtr	
Determine Enforcement Locations	Project Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Schedule Presentations	Project Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Conduct Presentations	Officers	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Conduct Checkpoints	Officers	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Saturation Patrols	Officers	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Submit Reports	Project Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
LEN Participation	Officers	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Submit DATA Reports on Non-Arrest	Agency	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Meet with Judges and Magistrates	Project Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Issue Press Releases Concerning Grant Project	Project Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Issue Social Media Post Concerning Grant Project	Project Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Acceptance of Audit Requirements

ACCEPTANCE OF AUDIT REQUIREMENTS

PLEASE NOTE: State Agencies whose annual audit is covered by the State Auditor's Office **do not** have to complete this form.

We agree to have an audit conducted in compliance with 2 CFR 200.501, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, we will forward for review and clearance a copy of the completed audit(s), **including the management letter, if applicable**, to:

Grants Administration Accountant - D2
S.C. Department of Public Safety
10311 Wilson Blvd., PO Box 1993
Blythwood, SC 29016

The following is information on the next organization-wide audit which will include this agency: (Use your Agency's fiscal year)

1. *Audit Period: Beginning

2024-07-01

Ending

2025-06-30

2. Audit or written certification will be submitted to the Office of Highway Safety and Justice Programs by:

2025-12-31

(Date)

NOTE: The audit or written certification must be submitted to the Office of Safety and Justice Programs, S.C. Department of Public Safety, no later than the ninth month after the end of the audit period.

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with 2 CFR 200.501.

Any information regarding the CFR audit requirements will be furnished by the Office of Safety and Justice Programs, S.C. Department of Public Safety, upon request.

***NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

Failure to complete this form will result in your grant award being delayed and/or cancelled.

Terms & Conditions

Terms and Conditions

1. **Availability of Federal Funds:**

This grant award is contingent upon the availability of funds approved by the statutory governing body for those funds. For federal funds, availability is controlled by the United States Congress.

2. **Applicable Federal Regulations:**

The subgrantee will comply with applicable statutes and regulations, including but not limited to 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended; Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94; [23 CFR Part 1300](#) - Uniform Procedures for State Highway Safety Grant Programs; [2 CFR Part 200](#) - Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards; 2 CFR Part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Administrative Orders issued by the National Highway Traffic Safety Administration (NHTSA).

3. **Allowable Costs:**

The allowability of costs incurred under any grant shall be determined in accordance with the cost principles outlined in [2 CFR Part 200](#) and NHTSA policy and guidance to determine necessary, reasonable, allocable, and allowable costs consistent with policies, rules, and regulations conforming to limitations or exclusion of costs as set forth in the applicable Super Circular referenced above.

4. **Audit Requirements:**

According to the Office of Management and Budget (OMB) 2 CFR Subpart F §200.501 – Audit Requirements, a non-federal entity that expends \$750,000.00 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with OMB 2 CFR Subpart F § 200.514. Please see OMB 2 CFR Subpart F § 200.502, Basis for determining Federal awards expended - to ensure all expended funds are accounted for. A copy of the audit must be made available to the Office of Highway Safety and Justice Programs within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition, all grant contractors are subject to a financial and compliance audit by state and/or federal auditors. All documents associated with the grant project must be made available at any time for inspection by the Office of Highway Safety and Justice Programs or their designated representatives. The OMB 2 CFR Subpart F § 200.333, provides information on "Retention requirements for records". All financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, until any outstanding audits are completed. The Office of Highway Safety and Justice Programs will only pay the grant portion of compliance audit costs and only if a compliance audit is required. Funding for accounting services is not allowed.

5. **Non-Discrimination:**

During the performance of this contract/funding agreement, the subgrantee agrees:

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time. These include but are not limited to:
 - i. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat.252), (prohibits discrimination on the basis of race, color or national origin) and 49 CFR Part 21;
 - ii. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - iii. **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686), (prohibits discrimination on the basis of sex);
 - iv. **Section 504 of the Rehabilitation Act of 1973**, as amended (29 U.S.C. 794 *et seq.*), (prohibits discrimination on the basis of disability) and 49 CFR part 27;
 - v. **The Age Discrimination Act of 1975**, as amended (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - vi. **The Civil Rights Restoration Act of 1987** (Pub. L. 100-259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

- vii. **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- viii. **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087 to 74100).
- ix. **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies and activities, and activities with disproportionately high and adverse human health or environmental effects on minority and low income populations); and
- x. **The Drug Abuse Office and Treatment Act of 1972** (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- xi. **The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616)**, as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; and
- xii. **Sections 523 and 527 of the Public Health Service Act of 1912**, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse.
 - a. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
 - b. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - c. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - d. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
 - e. The Subgrantee assures that 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 or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to the Office of Highway Safety and Justice Programs.

6. Minority Business Enterprise (MBE) Obligation:

A grant contractor shall make every effort to consult vendors representing minority and women's business enterprises before expending federal highway safety funds. A minority and women's business enterprise is defined as a small business, which is owned and controlled by socially and economically disadvantaged individuals. "Socially and economically disadvantaged individual" means a citizen of the United States or person lawfully residing in the United States or its possessions who is a minority or woman regardless of race or ethnicity or any other individual found disadvantaged by the Small Business Administration.

7. Conflict Of Interest:

Personnel and other officials connected with this grant shall adhere to the requirements given below:

- a. **Advice:** No official or employee of a state or unit of local government or of nongovernment grantees/subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.
- b. **Appearance:** In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/subgrantees shall avoid any action which might result in, or create the appearance of:
 - 1. Using his or her official position for private gain;
 - 2. Giving preferential treatment to any person;

3. Losing complete independence or impartiality;
4. Making an official decision outside official channels; or
5. Affecting adversely the confidence of the public in the integrity of the government or the program.

8. **Bonding:**

It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant, including match.

9. **§200.444 General Costs of Government:**

- A. For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in §200.474 Travel costs). Unallowable costs include:
 1. Salaries and expenses of the Office of the Governor of a state or the chief executive of a local government or the chief executive of an Indian tribe;
 2. Salaries and other expenses of a state legislature, tribal council, or similar local governmental body, such as a county supervisor, city council, school board, etc., whether incurred for purposes of legislation or executive direction;
 3. Costs of the judicial branch of a government;
 4. Costs of prosecutorial activities unless treated as a direct cost to a specific program if authorized by statute or regulation (however, this does not preclude the allowability of other legal activities of the Attorney General as described in §200.435 Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements); and
 5. Costs of other general types of government services normally provided to the general public, such as fire and police, unless provided for as a direct cost under a program statute or regulation.
- B. For Indian tribes and Councils of Governments (COGs) (see §200.64 Local government), up to 50% of salaries and expenses directly attributable to managing and operating Federal programs by the chief executive and his or her staff can be included in the indirect cost calculation without documentation.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75886, Dec. 19, 2014]

10. **Project Implementation:**

The subgrantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first progress report.

11. **Written Approval of Changes:**

Any changes to the subgrant, which are mutually agreed upon, must be approved, in writing, by the Office of Highway Safety and Justice Programs prior to implementation or obligation and shall be incorporated in written amendments to the grant. This procedure for changes to the approved subgrant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application. Request for grant revisions transferring funds from one budget line item to another should be submitted as soon as it becomes apparent that there is a need for a change; however, budget revision requests will not be accepted after June 30^h of the funding cycle.

12. **Budget Revision Requirements:**

The major budget categories are: Personnel, Contractual Services, Travel, Equipment, and Other. A budget revision will not be required unless:

- a. The expended amount in a major budget category exceeds the amount budgeted for the amount budgeted for that major budget category by 10%;
- b. The quantity of Personnel or Equipment changes;
- c. Or an item to be purchased is not listed in the grant budget;
- d. The Final grant revisions are requested to be submitted by the June 30th day before the close of the project year listed on the grant award documents. Revisions submitted after this date must have thorough justification as to why the revision is needed for the success of the project. Revisions must be completed online via GMIS. Every change made to the original application or subsequent revisions, is considered a revision and will require you to create a revision, and justify the revision. Should you need assistance, please contact the appropriate Program Staff;
- e. Retroactive approval of revisions will not be granted; costs incurred in such situations will not be reimbursed;
- f. Revision requests for new or different activities not related to the scope of the original approved grant will not be considered.

13. **Contract Approval Requirements:**

The Subgrantee must receive approval of all contract agreements for services and products from the Office of Highway Safety and Justice Programs **prior to execution**. The contract will require review and approval by appropriate staff. Every contract will identify by name all researchers, agents or vendors providing the service or product stipulated. If written approval of the

contract is given, an executed copy of the contract must be submitted to the Office of Highway Safety and Justice Programs prior to payment or within 30 days of signature, whichever comes first. In addition to the above requirements, consultant contractors (both individual and consulting firm) will be required to file quarterly progress and fiscal reports. Such reports will include an accounting of all financial transactions completed during the reporting period as well as a description of the actual services provided. Final progress, narrative and fiscal reports will be required within 30 days after the completion of the contract. The final fiscal report must contain a complete accounting of financial transactions for the entire contract period. In the final narrative report, the contractor must provide a specific statement as to the total services or products provided under the terms of the contract.

14. **Individual Consultants:**

Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, as required by the federal oversight agency. The current federally-approved rate must not exceed the maximum of \$650.00 per day or \$81.25 per hour.

15. **Dual Employment Compensation:**

Dual employment compensation must be approved by the Office of Highway Safety and Justice Programs prior to contracting with consultants. An appropriate dual employment compensation form must be completed and submitted to the Office of Highway Safety and Justice Programs.

16. **Sole Source Procurement:**

(All purchases must be pre-approved by the Office of Highway Safety and Justice Programs). Use of sole source procurement is discouraged. Sole source purchases will be awarded only under exceptional circumstances and must follow precisely the procedure set forth in the South Carolina Consolidated Procurement Code. All sole source purchases will require the explicit prior written approval of the Office of Highway Safety and Justice Programs.

17. **Bidding Requirements:**

(All purchases must be pre-approved by Office of Highway Safety and Justice Programs)
The subgrantee must comply with proper competitive bidding procedures as required by 2 CFR 200. *Bids must be submitted to the Office of Highway Safety and Justice Programs for review and approval prior to acceptance of any quote/bid on any items, including those bids in the aggregate, whose total cost requires a bid.* Provide a copy of all bids submitted; the bid selected; and the criteria used for selection. If other than the low bid was selected, provide justification. This includes state agencies. *Note that approved, budgeted items purchased through State Purchasing (General Services) under a state contract are still required to be submitted to the Office of Highway Safety and Justice Programs for approval.* Include the state contract number and the contract ending date on the invoice when it is submitted with the Request for Payment.

- a. **Purchases \$2,500 and less:** Purchases not exceeding \$2,500 may be accomplished without securing competitive quotations if the prices are considered fair and reasonable. The purchases must be distributed equitably among qualified suppliers. When practical, a quotation must be solicited from other than the previous supplier before placing a repeat order. Subgrantee grant budget items equal to or less than \$2,500 will be evaluated by the Office of Highway Safety and Justice Programs Financial staff at the time of grant budget approval or revision, and only fair and reasonable costs will be approved for inclusion in the subgrantee grant budget.
- b. **Purchases from \$2,500.01 to \$4,999.99,** this documentation must include three (3) written quotes. The award must be made to the lowest responsive and responsible sources.
- c. **Purchases from \$5,000 to \$10,000,** on any items, including those bids in the aggregate, whose total cost is \$5,000 or more, bids must be submitted to the Office of Highway Safety and Justice Programs for review and approval prior to acceptance of any bid. Provide the following information:
 1. A copy of all bids submitted.
 2. The bids selected.
 3. The criteria used for selection.
 4. If other than low bid selected, provide justification.
- d. **Purchases from \$10,000.01 to \$50,000:** Requires bid specification that must be submitted to the Office of Highway Safety and Justice Programs prior to solicitation of written bids or proposals. Also requires solicitation of written bids or proposals that must be advertised at least once in the SC Business Opportunities publication or through a means of central electronic advertising. Award must be made to the lowest responsive and responsible source or when a Request for Proposal is used, the highest ranking offer. Submit to the Office of Highway Safety and Justice Programs for approval prior to obligation of grant funds.

18. **Personnel:**

All personnel funded under this grant must be identified by name and date of hire. Any changes in grant personnel, reassignments or terminations must be reported by the subgrantee agency in

writing within 30 days from the date of hire, or the date the change occurs. Costs for personnel can only be reimbursed for the time spent directly on the implementation of the project (if benefits are included, this encompasses accrued annual and sick leave). All Requests for Payment (RFP) must include timesheets for grant-funded personnel. Payment will not be processed without submission of timesheets. Agency timesheets may be used, or a timesheet can be provided by Office of Highway Safety and Justice Programs upon request. The timesheets must include the time period requested for reimbursement. These records must be available for review when a monitoring visit is made by the Office of Highway Safety and Justice Programs.

19. **Use of Grant-Funded Traffic Officers:**

The purpose of funding traffic safety units is to increase the level of traffic enforcement in a community. Subgrantees funded for traffic safety enforcement units must ensure that the level of enforcement for traffic-related offenses is increased above and beyond enforcement levels experienced prior to the establishment of the grant-funded unit. In other words, the grant-funded traffic officers are not to replace existing personnel who are performing traffic enforcement duties. Existing personnel should continue traffic enforcement efforts. Progress reports must reflect the activity level of existing personnel separate from grant-funded personnel. Grant-funded traffic officers are not permitted to provide any type of escort services (funeral processions, parades, etc.) since their primary responsibility is traffic law enforcement and traffic safety education. They may only perform those tasks specified in the approved grant agreement.

20. **Travel Costs:**

Travel costs for lodging must not exceed the federal rate established by the General Services Administration. These rates vary by location and season and are updated annually at www.gsa.gov. Attendees will only be reimbursed up to the maximum allowable rate for lodging, excluding taxes and surcharges. If travel costs are included in the grant application, a copy of the agency's policies and procedures manual or its Board's signed minutes, which provides mileage rates, must be submitted with the application. Meals will be covered at the state rate of \$25 per day for in-state travel and \$32 per day for out-of-state travel. ***Out-of-State Travel:*** The subgrantee must receive prior approval from the Office of Highway Safety and Justice Programs on all out-of-state travel not specified in the approved grant application. Lodging receipts are required and must itemize room charges and taxes by date. Reimbursement for checked baggage fee is limited to only one (1) checked bag and must be within the airlines' size & weight restrictions (with receipt). The Office of Highway Safety and Justice Programs will not reimburse any overweight and oversized baggage fees if your bag exceeds weight or size limits. Hotels that are booked through websites like Expedia, Kayak and Travelocity are not allowed and will not be reimbursed. The most economical means of transportation must be utilized. Fares for taxis, bus, or light rail service to and/or from an airport are reimbursable with a valid receipt. The Office of Highway Safety and Justice Programs will not reimburse any amounts for tips. A rental car should only be used when other forms of transportation are not available and prior approval from the Office of Highway Safety and Justice Programs must be granted. Documentation is required for reimbursement of the rental fee and gas. Car rental insurance is not reimbursable.

21. **Training Approval:**

When grant funds are used to pay for the training of grant-funded personnel (e.g., registration, lodging, meals, or mileage) *prior* written approval by the Office of Highway Safety and Justice Programs must be obtained. A copy of the agenda must also be submitted to the Office of Highway Safety and Justice Programs.

22. **Obligation of Grant Funds:**

Grant funds must not be obligated prior to the effective date of award or approved revision or subsequent to the termination date of the grant period. No obligations are allowed after the end of the grant period and the final request for payment must be submitted no later than 45 calendar days after the end of the grant period.

23. **Utilization and Payment of Grant Funds:**

Funds awarded are to be expended only for purposes and activities covered by the subgrantee's approved project plan and budget. Items must be in the subgrantee's approved grant budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit. Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Grants failing to meet this requirement, without prior written approval, are subject to cancellation. Claims for reimbursement must be fully documented as detailed in the Request for Payment Instructions.

24. **Recording and Documentation of Receipts and Expenditures:**

Subgrantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property, and other assets. Accounting records must be supported by

such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

25. **Financial Responsibility:**

The financial responsibility of subgrantees must be such that the subgrantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria:

- a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
- b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- c. The accounting system should provide accurate and current financial reporting information.
- d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

26. **Reports:**

The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as the Office of Highway Safety and Justice Programs may reasonably require, including quarterly financial reports, progress reports, final financial reports and evaluation reports. The subgrantee shall provide a final narrative report on project performance within 30 days after the close of the grant period.

27. **Program Income:**

All program income generated by this grant during the project must be reported to the Office of Highway Safety and Justice Programs quarterly (on the quarterly fiscal report) and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from the Office of Highway Safety and Justice Programs.

28. **Cash Depositories:**

Subgrantees are required to deposit grant funds in a federally insured banking institution and the balance exceeding insurance coverage must be collaterally secured.

29. **Retention of Records:**

Records for non-expendable property purchased totally or partially with grantor funds must be retained for three (3) years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three (3) years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three-year period, then records must be retained for three (3) years after the litigation, claim or audit is resolved.

30. **Property Control:**

Effective control and accountability must be maintained for all personal property. Subgrantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subgrantees should exercise caution in the use, maintenance, protection and preservation of such property:

- a. **Title:** Subject to the obligations and conditions set forth in 2 CFR 200.313, and 2 CFR 439 title to non-expendable property acquired in whole or in part with grant funds shall be vested in the subgrantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
- b. **Property Control Record Form:** At the time the final request for payment is submitted, the subgrantee must file with the Office of Highway Safety and Justice Programs a copy of the Property Control Record Form (provided by the Office of Highway Safety and Justice Programs) listing all such property acquired with grant funds. The subgrantee agrees to be subject to a biennial audit by the Office of Highway Safety and Justice Programs and/or its duly authorized representatives for verification of the information contained in the Property Control Record Form.
- c. **Use and Disposition:** Equipment shall be used by the subgrantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the subgrantee shall request, in writing, disposition instructions from the Office of Highway Safety and Justice Programs prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to the Office of Highway Safety and Justice Programs immediately.

31. **Performance:**

This grant may be terminated or fund payments discontinued by the Office of Highway Safety and Justice Programs where it finds a substantial failure to comply with the provisions of the Act governing these funds or regulations promulgated, including those grant conditions or other obligations established by the Office of Highway Safety and Justice Programs. In the event the subgrantee fails to perform the services described herein and has previously received financial assistance from the Office of Highway Safety and Justice Programs, the subgrantee shall reimburse the Office of Highway Safety and Justice Programs the full amount of the payments

made. However, if the services described herein are partially performed, and the subgrantee has previously received financial assistance, the subgrantee shall proportionally reimburse the Office of Highway Safety and Justice Programs for payments made.

32. **Deobligation of Grant Funds:**

All grants must be deobligated within forty-five (45) calendar days of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by the Office of Highway Safety and Justice Programs.

33. **Copyright:**

Except as otherwise provided in the terms and conditions of this grant, the subgrantee or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or Office of Highway Safety and Justice Programs (Office of Highway Safety and Justice Programs) reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or Office of Highway Safety and Justice Programs purposes:

- a. the copyright in any work developed under this grant or through a contract under this grant, and;
- b. any rights of copyright to which a subgrantee or subcontractor purchases ownership with grant support.

The federal government's rights and/or the Office of Highway Safety and Justice Programs' rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

34. **Produced Materials/Publications:**

Materials produced as part of the grant shall indicate that the project is sponsored by the Office of Highway Safety and Justice Programs of the South Carolina Department of Public Safety. All public awareness/education materials developed as a part of a highway safety grant are to be submitted in draft to the Office of Highway Safety and Justice Programs for written approval prior to final production and/or distribution. Prior to submission of the final request for payment, the subgrantee shall submit to the Office of Highway Safety and Justice Programs two copies of all materials produced as part of the grant.

35. **Closed Captioning of Public Service Announcements:**

Any television public announcement that is produced or funded in whole or in part by any agency or instrumentality of Federal Government shall include closed captioning of the verbal content of such announcement.

36. **Confidential Information:**

Any reports, information, data, etc., given to or prepared or assembled by the subgrantee under this grant which the Office of Highway Safety and Justice Programs requests to be kept confidential shall not be made available to any individual or organization by the subgrantee without prior written approval of the Office of Highway Safety and Justice Programs.

37. **Disclosure of Federal Participation:**

In compliance with Section 623 of Public Law 102-141, the subgrantee agrees that no amount of this award shall be used to finance the acquisition of goods and services for the Project to apply to a procurement for goods or services that has an aggregate value of \$500,000 or more unless the subgrantee:

- a. specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition, and;
- b. expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

38. **Cost Assumption:**

The applicant agrees to the assumption of the cost of the project after the federal funding period has expired.

39. **Political Activity (Hatch Act):**

The subgrantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

40. **Equipment Purchase:**

All equipment purchases must be specifically itemized in the budget proposal. If not included in the original budget proposal, expressed written approval from the Office of Highway Safety and Justice Programs is required prior to any purchase. Upon receipt of any equipment purchased with federal funds, the grant contractor must complete an "Equipment Inventory Log" and submit it to the Office of Highway Safety and Justice Programs. The "Equipment Inventory Log" is located on the Office of Highway Safety and Justice Programs website. The subgrantee must appropriately maintain any equipment purchased under the grant contract. Office of Highway Safety and Justice Programs staff will provide an OHSJP inventory tag to be placed on all equipment purchases.

41. **Equipment Use:**

Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the state; or the state, by formal agreement with appropriate officials of a political subdivision or state agency, shall cause such facilities and equipment to be used and kept in operation for highway safety purposes.

42. **Observance of National Safety Weeks:**

All subgrantees shall assist the Office of Highway Safety and Justice Programs in activities associated with Sober or Slammer/Christmas /New Year's (December and January); Buckle Up South Carolina (May); Operation Southern Shield (July), Sober or Slammer/Labor Day (September); and the observance of National Child Passenger Safety Week (September).

43. **Specialized Equipment/Occupant Protection Device Purchases:**

The purchase of police traffic radar and speed measuring devices negotiated must provide for a certification by the manufacturer that the device will meet recommended U.S. DOT standards. The contractor must also agree to assume any costs required to bring each device in compliance with the recommended standards.

Child restraint devices purchased with Highway Safety grant funds must meet Federal Motor Vehicle Safety Standard 213. Bicycle helmets purchased with Highway Safety grant funds must meet ANSI standards or those of the Snell Memorial Foundation.

44. **Purchasing Deadlines Required to Meet Federal Fiscal Year Close-Out:**

Purchases in excess of \$5,000 in the unit or aggregate and requiring approval of specifications/bid awards must be submitted through standard approval process prior to August 1st each year. All grant-funded expenditures must be requested, purchased, invoiced, and delivered prior to September 30th.

45. **Fiscal Regulations:**

The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by the Office of Highway Safety and Justice Programs Guidelines or "Special Conditions" placed on the grant award.

46. **Compliance Agreement:**

The subgrantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by the Office of Highway Safety and Justice Programs. Failure to comply could result in a "Stop Payment" being placed on the grant and/or repayment by the subgrantee of costs deemed unallowable.

47. **Suspension or Termination of Funding:**

The Office of Highway Safety and Justice Programs may suspend, in whole or in part, and/or terminate funding or impose another sanction on a subgrantee for any of the following reasons:

1. Failure to adhere to the requirements, standard conditions or special conditions.
2. Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding.
3. Failure to submit reports.
4. Filing a false certification in this application or other report or document.
5. Other good cause shown.

48. **Buy America Act:**

The subgrantee will comply with the provisions of the Buy America Act (23 U.S.C. §313), which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

49. **Restriction on State Lobbying:**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

50. **Federal Funding Accountability and Transparency Act (FFATA):**

The Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act – Pub.L. 109-282, as amended by section 6202(a) of Pub.L. 110-251) requires the Office of Management and Budget (OMB) to maintain a single searchable website that contains information on all federal spending awards. The site is www.USASpending.gov. The Transparency Act requires every grant/sub-grant/contract/sub-contract equal to or greater than \$25,000.00 awarded by the Office of Highway Safety and Justice Programs to be accounted for on the Federal Funding Accountability and Transparency Act Sub-award Reporting System (FSRS) at www.fsr.gov. All contractors awarded federal funding equal to or greater than

\$25,000.00 will be required to submit specific information requested by the Office of Highway Safety and Justice Programs to comply with the Transparency Act.

51. **Prohibition on Using Grant Funds to Check for Helmet Usage:**

The subgrantee must not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

52. **Policy on Seat Belt Use:**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's Web site at www.nhtsa.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, DC metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit www.trafficsafety.org.

53. **Policy on Banning Text Messaging While Driving:**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

54. **Indirect Costs:**

Indirect costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost objective without effort disproportionate to the results achieved. After direct costs have been determined and assigned directly to Federal awards and other activities as appropriate, indirect costs are those remaining to be allocated to benefited cost objectives. A cost may not be allocated to a Federal award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to a Federal award as a direct cost. Indirect costs are normally charged to Federal awards by the use of an indirect cost rate. A separate indirect cost rate(s) or IDCRC is usually necessary for each department or agency of the governmental unit claiming indirect costs under Federal awards.

2 C.F.R. §200.331(a)(4) and 2 C.F.R. §200.414(4)(f) states...*if a subrecipient does not have a federally negotiated indirect cost rate, the pass-through entity may either negotiate a rate with that subrecipient or apply the de minimis indirect cost rate of 10% of modified total direct costs (MTDC). The pass-through entity may not force or entice the subrecipient without a federally negotiated indirect cost rate to accept a rate lower than the de minimis rate of 10%. MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward or subcontract under the award (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.*

55. **Active DUNS number, Central Contractor Registration (CCR) registration, and South Carolina State Vendor ID are required for federal reporting purposes and reimbursement:**

A DUNS number is required during the application process: A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point-of-contact information, and registration is required only once. The DUNS number will be used throughout the grant life cycle. Obtain a DUNS number by calling 1-866-705-5711 or by applying online at <https://fedgov.dnb.com/webform>.

a. **System for Award Management (formerly Central Contractor Registration [CCR]):**

The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB). SAM is a Federal Government-owned and operated free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS. Future phases of SAM will add the capabilities of other systems used in Federal procurement and awards processes. If you had an active record in CCR, you have an active record in SAM. You do not need to do anything in SAM at this time, unless a change in your business

circumstances requires updates to your Entity record(s) in order for you to be paid or to receive an award or you need to renew your Entity(s) prior to its expiration. SAM will send notifications to the registered user via email 60, 30, and 15 days prior to expiration of the Entity. To update or renew your Entity records(s) in SAM you will need to create a SAM User Account and link it to your migrated Entity records. You do not need a user account to search for registered entities in SAM by typing the DUNS number or business name into the search box. <https://www.sam.gov/portal/public/SAM/>.

- b. **South Carolina State Vendor Number:** To ensure that your agency is registered with the state, in order to receive reimbursement for grant-eligible expenses, an agency or entity will need to go to the following link and register to obtain a SC State Vendor number. <http://www.mmo.sc.gov/PS/vendor/PS-vendor-registration.phtm>. This information should be sent with the first Request for Reimbursement to the person listed on the cover letter in your award packet.

56. **Certifications Regarding Federal Lobbying, Debarment and Suspension and Drug-Free Workplace Requirements and other Responsibility Matters:**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Office of Highway Safety and Justice Programs determines to award the covered transaction, grant, or cooperative agreement.

57. **Certification Regarding Federal Lobbying:**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

1. 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.
2. 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, 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.

58. **Certification Regarding Debarment and Suspension: Instructions for Primary Certification (States):**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may

pursue suspension or debarment.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

**59. Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions:**

1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; v

Certification by Project Director

CERTIFICATION BY PROJECT DIRECTOR *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the fiscal terms and conditions of this grant application; that costs incurred prior to grant approval may result in expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

Prefix: Mr.

Name: Jeff Crosby

Suffix:

Title: Chief Deputy

Agency: Jasper County Sheriff's Office

Mailing Address: 12008 N Jacob Smart Blvd

City: Ridgeland

State: SC

9 Digit Zip: 29936-8797

(Area) Phone Number: (843) 726-7777

(Area) Fax Number: (843) 726-7778

E-Mail Address: jcrosby@jaspercountysc.gov

Signature: Jeff Crosby

Bonded: yes[^] no[^]

I certify that the Authorized Official and Chief Financial Officer are aware and in agreement with the grant as set forth above.

Certification by Financial Officer

CERTIFICATION BY FINANCIAL OFFICER *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Financial Officer as they relate to the fiscal terms and conditions of this grant application; that costs incurred prior to grant approval may result in expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

Prefix: Ms.

Name: Debra Daley

Suffix:

Title: Finance Clerk

Agency: Jasper County Sheriff's Office

Mailing Address: 12008 N Jacob Smart Blvd

City: Ridgeland

State: SC

9 Digit Zip: 29936

(Area) Phone Number: (843) 726-7777

(Area) Fax Number: (843) 726-7778

E-Mail Address: ddaley@jaspercountysc.gov

Signature: Debra Daley

Bonded: yes[☑] no[☐]

Certification by Official Authorized to Sign

CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant approval may result in expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

The Omnibus Appropriations Act of 1996 requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would have otherwise been available for law enforcement and/or criminal justice activities. In compliance with that mandate, I certify that the receipt of federal funds through the State Funding Agency shall in no way supplant or replace state or local funds or other resources that would have been made available for law enforcement and/or criminal justice activities.

Prefix: Mr.

Name: Donald L. Hipp

Suffix:

Title: Sheriff

Agency: Jasper County Sheriff's Office

Mailing Address: 12008 N Jacob Smart Blvd

City: Ridgeland

State: SC

9 Digit Zip: 29936

(Area) Phone Number: (843) 726-7777

(Area) Fax Number: (843) 726-7778

E-Mail Address: dhipp@jaspercountysc.gov

Signature: Donald L. Hipp

Bonded: yes no

* **NOTE:** THE PROJECT DIRECTOR, FINANCIAL OFFICER AND OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT SFA APPROVAL.

Review

Revision By State In Progress

Save & Continue

Save changes and continue

Pending Funds

Put application into Pending Funds status

Award

Put application into Awarded status

Reason for Denial:

Deny

Deny this application and put in Denied (Pending) status

Federal Fiscal Year 2025 Grant Terms and Conditions

1. **Availability of Federal Funds:**

This grant award is contingent upon the availability of funds approved by the statutory governing body for those funds. For federal funds, availability is controlled by the United States Congress.

2. **Applicable Federal Regulations:**

The subgrantee will comply with applicable statutes and regulations, including but not limited to 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended; Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024, Pub. L. 117-58; 23 CFR Part 1300 - Uniform Procedures for State Highway Safety Grant Programs; 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards; 2 CFR Part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Administrative Orders issued by the National Highway Traffic Safety Administration (NHTSA).

3. **Allowable Costs:**

The allowability of costs incurred under any grant shall be determined in accordance with the cost principles outlined in 2 CFR Part 200 and NHTSA policy and guidance to determine necessary, reasonable, allocable, and allowable costs consistent with policies, rules, and regulations conforming to limitations or exclusion of costs as set forth in the applicable Super Circular referenced above.

4. **Audit Requirements:**

According to the Office of Management and Budget (OMB) 2 CFR Subpart F §200.501 – Audit Requirements, a non-federal entity that expends \$750,000.00 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with OMB 2 CFR Subpart F § 200.514. Please see OMB 2 CFR Subpart F § 200.502, Basis for determining Federal awards expended - to ensure all expended funds are accounted for. A copy of the audit must be made available to the Office of Highway Safety and Justice Programs within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition, all grant contractors are subject to a financial and compliance audit by state and/or federal auditors. All documents associated with the grant project must be made available at any time for inspection by the Office of Highway Safety and Justice Programs or their designated representatives. The OMB 2 CFR Subpart F § 200.333, provides information on "Retention requirements for records". All financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, until any outstanding audits are completed. The Office of Highway Safety and Justice Programs will only pay the grant portion of compliance audit costs and only if a compliance audit is required. Funding for accounting services is not allowed.

5. **Nondiscrimination:**

During the performance of this contract/funding agreement, the subgrantee agrees to comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"), as may be amended from time to time. These include but are not limited to:

- a) **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 *stat.*252), (prohibits discrimination on the basis of race, color or national origin) and 49 CFR Part 21;
- b) **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- c) **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686), (prohibits discrimination on the basis of sex);
- d) **Section 504 of the Rehabilitation Act of 1973**, as amended (29 U.S.C. 794 *et seq.*), (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- e) **The Age Discrimination Act of 1975**, as amended (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- f) **The Civil Rights Restoration Act of 1987** (Pub. L. 100-259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and

Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

- g) **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- h) **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087 to 74100);
- i) **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies and activities, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- j) **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advances equity across the Federal Government).
- k) **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifies that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).
- l) **The Drug Abuse Office and Treatment Act of 1972** (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- m) **The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616)**, as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; and
- n) **Sections 523 and 527 of the Public Health Service Act of 1912**, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse.

During the performance of this contract/funding agreement, the subgrantee agrees:

- a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b) Not to participate directly or indirectly in the discrimination prohibited by any Federal nondiscrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d) That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part;
- e) To ensure that “no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”
- f) To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or subagreement which receives Federal funds under this program; and
- g) The subgrantee assures that 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, or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to the Office of Highway Safety and Justice Programs.

6. Minority Business Enterprise (MBE) Obligation:

A grant contractor shall make every effort to consult vendors representing minority and women's business enterprises before expending federal highway safety funds. A minority and women's business enterprise is defined as a small business, which is owned and controlled by socially and economically disadvantaged individuals. "Socially and economically disadvantaged individual" means a citizen of the United States or person lawfully residing in the United States or its possessions who is a minority or woman regardless of race or ethnicity or any other individual found disadvantaged by the Small Business Administration.

7. Conflict Of Interest:

a) General Requirements: No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal 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 personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

a) The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.

(1) The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

(2) The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

b) The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

b) Disclosure Requirements

a) No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

a) The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

b) NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the

above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

8. Bonding:

It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant, including match.

9. General Costs of Government:

a) Federal grant funds may not be used for activities considered “general costs of government” (reference 2 CFR § 200.444 in the Supercircular) according to long-standing Federal law. The rationale is that Federal funds should not support costs incurred by a State or locality in the ordinary course of conducting its own affairs. General costs of government include salaries and other expenses associated with government operation. The Supercircular specifically identifies “police” (i.e., law enforcement) and “prosecutors,” who carry out government services normally provided to the general public. (2 CFR § 200.444(a) (4-5)).

b) For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in §200.474 Travel costs). Unallowable costs include:

- a. Salaries and expenses of the Office of the Governor of a state or the chief executive of a local government or the chief executive of an Indian tribe;
- b. Salaries and other expenses of a state legislature, tribal council, or similar local governmental body, such as a county supervisor, city council, school board, etc., whether incurred for purposes of legislation or executive direction;
- c. Costs of the judicial branch of a government;
- d. Costs of prosecutorial activities unless treated as a direct cost to a specific program if authorized by statute or regulation (however, this does not preclude the allowability of other legal activities of the Attorney General as described in §200.435 Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements); and
- e. Costs of other general types of government services normally provided to the general public, such as fire and police, unless provided for as a direct cost under a program statute or regulation.

c) For Indian tribes and Councils of Governments (COGs) (see §200.64 Local government), up to 50% of salaries and expenses directly attributable to managing and operating Federal programs by the chief executive and his or her staff can be included in the indirect cost calculation without documentation.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75886, Dec. 19, 2014]

10. Project Implementation:

The subgrantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first progress report.

11. Written Approval of Changes:

Any changes to the subgrant, which are mutually agreed upon, must be approved, in writing, by the Office of Highway Safety and Justice Programs prior to implementation or obligation and shall be incorporated in written amendments to the grant. This procedure for changes to the approved subgrant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application. Requests for grant revisions transferring funds from one budget line item to another should be submitted as soon as it becomes apparent that there is a need for a change; however, budget revision requests will not be accepted after June 30th of the funding cycle. Revisions submitted

after this date, except those to change authorized officials, must have thorough justification as to why the revision is needed for the success of the project and will be approved on a case by case basis.

12. Budget Revision Requirements:

- a) The major budget categories are: Personnel/Activity Hours, Contractual Services, Travel, Equipment, and Other. A budget revision will not be required unless:
 - a. The amount to be expended in a major budget category will exceed the amount budgeted for that major budget category by 10%;
 - b. The quantity in Personnel/Activity Hours, Equipment, or Other categories will change; or
 - c. An item to be purchased is not listed in the grant budget;
- b) Final grant revisions are due June 30th. Revisions submitted after this date must have thorough justification as to why the revision is needed for the success of the project and must be approved by the OHSJP Director. Revisions must be completed online via SCDPS Grants (www.scdpsgrants.com). Any change made to the original application or subsequent revision(s) is considered an additional revision and will require the subgrantee to complete and submit a new Request for Grant Revision in SCDPS Grants. Should you need assistance, please contact the appropriate program staff.
- c) Revision requests for new or different activities not related to the scope of the original approved grant will not be considered.

13. Contract Approval Requirements:

The Subgrantee must receive approval, in writing, of all contract agreements for services and products from the Office of Highway Safety and Justice Programs **prior to execution**. The contract will require review and approval by appropriate staff. Every contract will identify by name all researchers, agents, or vendors providing the service or product stipulated. If written approval of the contract is given, an executed copy of the contract must be submitted to the Office of Highway Safety and Justice Programs prior to payment or within 30 days of signature, whichever comes first. In addition to the above requirements, consultant contractors (both individual and consulting firm) will be required to file quarterly progress and fiscal reports. Such reports will include an accounting of all financial transactions completed during the reporting period as well as a description of the actual services provided. Final progress, narrative, and fiscal reports will be required within 30 days after the completion of the contract. The final fiscal report must contain a complete accounting of financial transactions for the entire contract period. In the final narrative report, the contractor must provide a specific statement as to the total services or products provided under the terms of the contract.

14. Individual Consultants:

Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, as required by the federal oversight agency. The current federally-approved rate must not to exceed the maximum of \$650.00 per day or \$81.25 per hour.

15. Dual Employment Compensation:

Dual employment compensation must be approved by the Office of Highway Safety and Justice Programs prior to contracting with consultants, if the consultant works for a state agency. An appropriate dual employment compensation form must be completed and submitted to the Office of Highway Safety and Justice Programs.

16. Sole Source Procurement:

(All purchases must be pre-approved in writing by the Office of Highway Safety and Justice Programs). Use of sole source procurement is discouraged. In cases of reasonable doubt, competition must be solicited. Any decision by a governmental body that a procurement be restricted to one potential vendor must be accompanied by a thorough, detailed explanation as to why no other will be suitable or acceptable to meet the need. Sole source purchases will be awarded only under exceptional circumstances and must follow precisely the procedure set forth in the South Carolina Consolidated Procurement Code, Section 11-35-1560 or the agency's individual procurement

regulations. All sole source purchases will require the explicit prior written approval of the Office of Highway Safety and Justice Programs.

17. **Bidding Requirements:**

a) **All purchases must be pre-approved in writing by Office of Highway Safety and Justice Programs.** The subgrantee must comply with proper competitive bidding procedures as required by 2 CFR 200. If the subgrantee utilizes their agency procurement guidelines, relevant documentation must be submitted to the OHSJP to support these purchases (including, but not limited to approval procedures and specific procurement guidelines/laws). Bids must be submitted to the Office of Highway Safety and Justice Programs for review and approval prior to acceptance of any quote/bid on any items, including those bids in the aggregate, whose total cost requires a bid. Provide a copy of all bids submitted; the bid selected; and the criteria used for selection. If other than the low bid was selected, provide justification. This includes state agencies. *Note that approved, budgeted items purchased through State Purchasing (General Services) under a state contract are still required to be submitted in writing to the Office of Highway Safety and Justice Programs for approval.* Include the state contract number and the contract ending date on the invoice when it is submitted with the Request for Payment.

b) **State Procurement Guidelines:**

a. **Small Purchases (\$0-\$10,000):** Small purchases not exceeding ten thousand dollars may be accomplished without securing competitive quotations if the prices are considered reasonable. Your Agency's purchasing department must annotate the purchase requisition: 'Price is fair and reasonable' and sign. The purchases must be distributed equitably among qualified suppliers. When practical, a quotation must be solicited from other than the previous supplier before placing a repeat order. Subgrantee grant budget items equal to or less than \$10,000 will be evaluated by the Office of Highway Safety and Justice Programs Financial staff at the time of grant budget approval or revision, and only fair and reasonable costs will be approved for inclusion in the subgrantee grant budget.

b. **Small Purchases (\$10,001-\$25,000):** Written request for written quotes from a minimum of three qualified sources of supply may be made and, unless adequate public notice is provided in the South Carolina Business Opportunities, documentation of at least three bona fide, responsive, and responsible quotes must be attached to the purchase requisition for a small purchase over ten thousand dollars but not in excess of twenty-five thousand dollars, or for a small purchase of commercially available off-the-shelf products not in excess of one hundred thousand dollars, or for a small purchase of construction not in excess of one hundred thousand dollars. The award must be made to the lowest responsive and responsible source. The request for quotes must include a purchase description. Requests must be distributed equitably among qualified supplies unless advertised as provided above.

c. **Advertised Small Purchases (\$25,001-\$100,000):** Written solicitation of written quotes, bids, or proposals may be made for a small purchase, other than a small purchase of construction, not in excess of one hundred thousand dollars. The procurement must be advertised at least once in the South Carolina Business Opportunities publication. A copy of the written solicitation and written quotes must be attached to the purchase requisition. The award must be made to the lowest responsive and responsible source or, when a request for proposal process is used, the highest ranking offeror. On any items, including those bids in the aggregate, whose total cost is \$25,000 or more, bids must be submitted to the Office of Highway Safety and Justice Programs for review and approval in writing prior to acceptance of any bid. The following information must be provided:

- A copy of all bids submitted.
- The bids selected.
- The criteria used for selection.
- If other than low bid selected, provide justification for the choice made.

Advertising Threshold: Except for procurements of either commercially available off-the-shelf products or construction, if conducted pursuant to item(2)(b), all competitive procurements above

twenty-five thousand dollars must be advertised at least once in the South Carolina Business Opportunities publication. Governmental bodies may charge vendors the cost incurred for copying and mailing bid or proposal documents requested in response to a procurement.

18. Personnel/Persons Performing Activity Hours:

All persons performing activity hours under this grant must be identified by name and date of assignment to the performance of grant activities. Any changes in persons performing activity hours, reassignments, or terminations must be reported by the subgrantee agency in writing within 30 days from the date of assignment, or the date the change occurs. Costs for persons performing activity hours can only be reimbursed for the time spent directly on the implementation of the project activities. All Requests for Payment (RFP) must include timesheets for persons performing activity hours. Payment will not be processed without submission of timesheets. Agency timesheets may be used, or a timesheet can be provided by Office of Highway Safety and Justice Programs upon request. The timesheets must include the time period requested for reimbursement. These records, as well as mileage sheets and citation data of officers being paid for grant-related activities, must be available for review when a monitoring visit is made by the Office of Highway Safety and Justice Programs. Reimbursement can include compensation for the activity hours spent working toward grant activities, and the pro rata share of allowable fringe benefits.

19. Compensation – Personal Services:

Compensation for personal services includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the Federal award, including but not necessarily limited to wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in § 200.431. Costs of compensation are allowable to the extent that they satisfy the specific requirements of this part, and that the total compensation for individual employees:

- Is reasonable for the services rendered and conforms to the established written policy of the non-Federal entity consistently applied to both Federal and non-Federal activities;
- Follows an appointment made in accordance with a non-Federal entity's laws and/or rules or written policies and meets the requirements of Federal statute, where applicable; and
- Is determined and supported as provided in paragraph (i) of this section, 2 CFR 200.430 ("Compensation – Personal Services"), when applicable.
- **Reasonableness.** Compensation for employees engaged in work on Federal awards will be considered reasonable to the extent that it is consistent with that paid for similar work in other activities of the non-Federal entity. In cases where the kinds of employees required for Federal awards are not found in the other activities of the non-Federal entity, compensation will be considered reasonable to the extent that it is comparable to that paid for similar work in the labor market in which the non-Federal entity competes for the kind of employees involved.

20. Use of Persons Performing Activity Hours:

- **Law enforcement:** the purpose of funding traffic enforcement activity hours is to increase the level of traffic enforcement in a community. Subgrantees funded for traffic enforcement activity hours must ensure that the level of enforcement activity for traffic-related offenses is increased above and beyond enforcement levels experienced prior to the establishment of the grant project. Grant-funded traffic enforcement activity hours are not intended to replace agency-wide traffic enforcement duties. Progress reports must reflect the activity level of existing personnel separate from the activity performed by persons performing grant project activity hours. Costs for persons performing activity hours will only be reimbursed for those activities specified in the approved grant project agreement and outlined within the grant project's specific objectives. Such activities will be verified by reviewing timesheets, mileage logs, citation data, etc. of those officers for which reimbursement is being requested. All other activities, such as escort services (funeral processions, parades, etc.) and time spent carrying out duties associated with inclement-weather procedures are not reimbursable costs.

- **Prosecutors:** the purpose of funding DUI prosecutors is to increase the conviction rate of DUI offenders in priority counties, where there is a backlog of DUI cases and a problem of effectively prosecuting DUI jury trials. Prosecutorial projects are for performing the highway traffic safety activity of prosecuting DUI cases, not for hiring state or local prosecutors. Subgrantees funded for prosecutorial projects must ensure that the level of prosecutorial activity hours is increased above and beyond the prosecutorial levels experienced prior to the establishment of the grant project, and prosecutorial activity hours are not intended to replace existing prosecutorial duties/efforts. Progress reports must reflect the activity level of the personnel assigned to perform grant project activity hours. Costs for persons performing activity hours will only be reimbursed for those activities specified in the approved grant project agreement and outlined within the grant project's specific objectives. Such activities will be verified by reviewing timesheets, mileage logs, caseload data, etc. of those prosecutors for which reimbursement is being requested. Prosecutors assigned to prosecutorial grant projects are prohibited from defending DUI cases while serving as the grant assigned prosecutor.

21. Travel Costs:

Travel costs for lodging must not exceed the federal rate established by the General Services Administration. These rates vary by location and season and are updated annually at www.gsa.gov. Attendees will only be reimbursed up to the maximum allowable rate for lodging, excluding taxes and surcharges. If travel costs are included in the grant application, a copy of the agency's policies and procedures manual or its Board's signed minutes, which provides mileage rates, must be submitted with the application. Meals will be covered at the state rate of \$35 per day for in-state travel and \$50 per day for out-of-state travel. **Out-of-State Travel:** The subgrantee must receive prior written approval from the Office of Highway Safety and Justice Programs on all out-of-state travel not specified in the approved grant application. Lodging receipts are required and must itemize room charges and taxes by date. Reimbursement for checked baggage fee is limited to only one (1) checked bag and must be within the airlines' size & weight restrictions (with receipt). The Office of Highway Safety and Justice Programs will not reimburse any overweight and oversized baggage fees if your bag exceeds weight or size limits. Hotels that are booked through websites like Expedia, Kayak and Travelocity are not allowed and will not be reimbursed. The most economical means of transportation must be utilized. Fares for taxis, bus, or light rail service to and/or from an airport are reimbursable with a valid receipt. The Office of Highway Safety and Justice Programs will not reimburse any amounts for tips. A rental car should only be used when other forms of transportation are not available and prior written approval from the Office of Highway Safety and Justice Programs must be granted. Documentation is required for reimbursement of the rental fee and gas. Car rental insurance is not reimbursable.

22. Reimbursement of Travel Expenditures:

Reimbursement for travel expenditures must be in accordance with the Approved Budget. All trainings and/or conferences must be approved by the OHSJP prior to attendance and must be listed in the project agreement. Failure to obtain such prior written approval will result in such travel expense claims being denied for reimbursement using grant funds. If individuals performing project activities are unable to travel for any reason, the OHSJP will not reimburse for those expenditures. The subgrantee is encouraged to request a refund from the original vendor to be reimbursed for any unused travel expenses.

23. Training Costs:

Training costs (e.g., registration, lodging, meals, or mileage, and compensation for time spent at training) are only eligible for reimbursement if the training has received *prior* written approval from the Office of Highway Safety and Justice Programs *and* is listed as a project activity in the grant project agreement. Failure to request prior written approval will result in the training's costs being ineligible for reimbursement.

24. Obligation of Grant Funds:

Grant funds must not be obligated prior to the effective date of award or approved revision or subsequent to the termination date of the grant period. No obligations are allowed after the end of the

grant period and the final request for payment must be submitted no later than 45 calendar days after the end of the grant period.

25. Utilization and Payment of Grant Funds:

Funds awarded are to be expended only for purposes and activities covered by the subgrantee's approved project plan and budget. Items must be in the subgrantee's approved grant budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit. Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter.

Grants failing to meet this requirement, without prior written approval, are subject to cancellation. Claims for reimbursement must be fully documented as detailed in the Request for Payment Instructions.

26. Recording and Documentation of Receipts and Expenditures:

Subgrantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property, and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

27. Financial Responsibility:

The financial responsibility of subgrantees must be such that the subgrantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria:

- a) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
- b) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- c) The accounting system should provide accurate and current financial reporting information.
- d) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

28. Reports:

The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as the Office of Highway Safety and Justice Programs may reasonably require, including quarterly financial reports, progress reports, final financial reports and evaluation reports. The subgrantee shall provide a final narrative report on project performance within 30 days after the close of the grant period.

29. Program Income:

All program income generated by this grant during the project must be reported to the Office of Highway Safety and Justice Programs quarterly (on the quarterly fiscal report) and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from the Office of Highway Safety and Justice Programs.

30. Cash Depositories:

Subgrantees are required to deposit grant funds in a federally insured banking institution and the balance exceeding insurance coverage must be collaterally secured.

31. Retention of Records:

Records for non-expendable property purchased totally or partially with grantor funds must be retained for three (3) years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of

three (3) years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three-year period, then records must be retained for three (3) years after the litigation, claim or audit is resolved.

32. Property Control:

Effective control and accountability must be maintained for all personal property. Subgrantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subgrantees should exercise caution in the use, maintenance, protection and preservation of such property:

- a) **Title:** Subject to the obligations and conditions set forth in 2 CFR 200.313, and 2 CFR 439 title to non-expendable property acquired in whole or in part with grant funds shall be vested in the subgrantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$2,500 or more per unit.
- b) **Property Control Record Form:** At the time the final request for payment is submitted, the subgrantee must file with the Office of Highway Safety and Justice Programs a copy of the Property Control Record Form (provided by the Office of Highway Safety and Justice Programs) listing all such property acquired with grant funds. The subgrantee agrees to be subject to an audit by the Office of Highway Safety and Justice Programs and/or its duly authorized representatives for verification of the information contained in the Property Control Record Form.
- c) **Use and Disposition:** Equipment shall be used by the subgrantee in the program or project for which it was acquired, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the subgrantee shall request, in writing, disposition instructions from the Office of Highway Safety and Justice Programs prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to the Office of Highway Safety and Justice Programs immediately.

33. Performance:

This grant may be terminated or fund payments discontinued by the Office of Highway Safety and Justice Programs where it finds a substantial failure to comply with the provisions of the Act governing these funds or regulations promulgated, including those grant conditions or other obligations established by the Office of Highway Safety and Justice Programs. In the event the subgrantee fails to perform the services described herein and has previously received financial assistance from the Office of Highway Safety and Justice Programs, the subgrantee shall reimburse the Office of Highway Safety and Justice Programs the full amount of the payments made. However, if the services described herein are partially performed, and the subgrantee has previously received financial assistance, the subgrantee shall proportionally reimburse the Office of Highway Safety and Justice Programs for payments made.

34. Deobligation of Grant Funds:

All grants must be deobligated within forty-five (45) calendar days of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by the Office of Highway Safety and Justice Programs.

35. Copyright:

Except as otherwise provided in the terms and conditions of this grant, the subgrantee or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or Office of Highway Safety and Justice Programs reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or Office of Highway Safety and Justice Programs purposes:

- a) the copyright in any work developed under this grant or through a contract under this grant, and;
- b) any rights of copyright to which a subgrantee or subcontractor purchases ownership with grant support.

The federal government's rights and/or the Office of Highway Safety and Justice Programs' rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

36. Produced Materials/Publications:

Materials produced as part of the grant shall indicate that the project is sponsored by the Office of Highway Safety and Justice Programs of the South Carolina Department of Public Safety. All public awareness/education materials developed as a part of a highway safety grant are to be submitted in draft to the Office of Highway Safety and Justice Programs for written approval prior to final production and/or distribution. Prior to submission of the final request for payment, the subgrantee shall submit to the Office of Highway Safety and Justice Programs copies of all materials produced as part of the grant.

37. Closed Captioning of Public Service Announcements:

Any television public announcement that is produced or funded in whole or in part by any agency or instrumentality of Federal Government shall include closed captioning of the verbal content of such announcement.

38. Confidential Information:

Any reports, information, data, etc., given to or prepared or assembled by the subgrantee under this grant which the Office of Highway Safety and Justice Programs requests to be kept confidential shall not be made available to any individual or organization by the subgrantee without prior written approval of the Office of Highway Safety and Justice Programs.

39. Disclosure of Federal Participation:

In compliance with Section 623 of Public Law 102-141, the subgrantee agrees that no amount of this award shall be used to finance the acquisition of goods and services for the Project to apply to a procurement for goods or services that has an aggregate value of \$500,000 or more unless the subgrantee:

- a) specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition, and;
- b) expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

40. Political Activity (Hatch Act):

The subgrantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

41. Equipment Purchase:

All equipment purchases must be specifically itemized in the budget proposal. Written approval from the Office of Highway Safety and Justice Programs is required prior to any purchase. Upon receipt of any equipment purchased with federal funds, the subgrantee must complete a Property Control Form and submit it to the Office of Highway Safety and Justice Programs. The Property Control Form is located on the Office of Highway Safety and Justice Programs website. The subgrantee must appropriately maintain any equipment purchased under the grant contract. The Office of Highway Safety and Justice Programs staff will provide an OHSJP inventory tag to be placed on all equipment purchases if the agency does not have an asset tag system or a visible serial number.

42. Equipment Use:

Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the state; or the state, by formal agreement with appropriate officials of a political subdivision or state agency, shall cause such facilities and equipment to be used and kept in operation for highway safety purposes.

43. Observance of National Safety Weeks:

All subgrantees shall assist the Office of Highway Safety and Justice Programs in activities associated with *Sober or Slammer!* Christmas /New Year's (December and January); *Buckle Up, South Carolina*

(May); *Operation Southern Slow Down* (July), *Sober or Slammer!* Labor Day (September); and the observance of National Child Passenger Safety Week (September).

44. Specialized Equipment/Occupant Protection Device Purchases:

The purchase of police traffic radar and speed measuring devices negotiated must provide for a certification by the manufacturer that the device will meet recommended U.S. DOT standards. The contractor must also agree to assume any costs required to bring each device in compliance with the recommended standards. Child restraint devices purchased with Highway Safety grant funds must meet Federal Motor Vehicle Safety Standard 213. Bicycle helmets purchased with Highway Safety grant funds must meet ANSI standards or those of the Snell Memorial Foundation.

45. Purchasing Deadlines Required to Meet Federal Fiscal Year Close-Out:

Purchases in excess of \$5,000 in the unit or aggregate and requiring approval of specifications/bid awards must be submitted through standard approval process in writing prior to August 1st each year. All grant-funded expenditures must be requested, purchased, invoiced, delivered, and paid prior to September 30th.

46. Fiscal Regulations:

The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by the Office of Highway Safety and Justice Programs Guidelines or "Special Conditions" placed on the grant award.

47. Compliance Agreement:

The subgrantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by the Office of Highway Safety and Justice Programs. Failure to comply could result in a "Stop Payment" being placed on the grant and/or repayment by the subgrantee of costs deemed unallowable.

48. Suspension or Termination of Funding:

The Office of Highway Safety and Justice Programs may suspend, in whole or in part, and/or terminate funding or impose another sanction on a subgrantee for any of the following reasons:

- a) Failure to adhere to the requirements, standard conditions or special conditions.
- b) Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding.
- c) Failure to submit reports.
- d) Filing a false certification in this application or other report or document.
- e) Other good cause shown.

49. Buy America Act:

The subgrantee will comply with the provisions of the Buy America Act (23 U.S.C. §313) when purchasing items using Federal funds. Buy American requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contact by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that is factual and provides an adequate justification for approval by the Secretary of Transportation.

50. Domestic Preferences for Procurements:

The subgrantee should, to the greatest extent practicable under a Federal award, 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 this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

51. Restriction on State Lobbying:

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal

pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

52. Federal Funding Accountability and Transparency Act (FFATA):

The Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act – Pub.L. 109-282, as amended by section 6202(a) of Pub.L. 110-251) requires the Office of Management and Budget (OMB) to maintain a single searchable website that contains information on all federal spending awards. The site is www.USASpending.gov. The Transparency Act requires every grant/sub-grant/contract/sub-contract equal to or greater than \$30,000.00 awarded by the Office of Highway Safety and Justice Programs to be accounted for on the Federal Funding Accountability and Transparency Act Sub-award Reporting System (FSRS) at www.fsr.gov. All contractors awarded federal funding equal to or greater than \$30,000.00 will be required to submit specific information requested by the Office of Highway Safety and Justice Programs to comply with the Transparency Act.

53. Prohibition on Using Grant Funds to Check for Helmet Usage:

The subgrantee will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

54. Prohibition on use of grant funds for automated traffic enforcement systems.

The subgrantee may not expend funds apportioned to the State under Section 402 to carry out a program to purchase, operate, or maintain an automated traffic enforcement system, except in a work zone or school zone. The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement, and does not include hand held radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a traffic citation, or other enforcement action at the time of the violation.

55. Policy on Seat Belt Use:

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. As a condition of receiving federal grant funds, the Highway Safety Grant program subgrantee must develop and enforce a seat belt use policy for their employees when operating agency-owned, rented, or personal vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

56. Policy on Banning Text Messaging While Driving:

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

57. Indirect Costs:

Indirect costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost objective without effort disproportionate to the results achieved. After direct costs have been determined and assigned directly to Federal awards and other activities as appropriate, indirect costs are those remaining to be allocated to benefited cost objectives. A cost may not be allocated to a Federal award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to a Federal award as a direct cost. Indirect costs are normally charged to Federal awards by the use of an indirect cost rate. A separate indirect cost rate(s) or IDCR is usually necessary for each department or agency of the governmental unit claiming indirect costs under Federal awards. 2 C.F.R. §200.331(a)(4) and 2 C.F.R. §200.414(4)(f) states...if a subrecipient does *not* have a federally negotiated indirect cost rate, the pass-through entity may either negotiate a rate with that subrecipient or apply the de minimis indirect cost rate of 10% of modified total direct costs (MTDC). The pass-through entity may not force or entice the subrecipient without a federally negotiated indirect cost rate to accept a rate lower than the de minimis rate of 10%. MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward or subcontract under the award (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.

58. Active Unique Entity Identifier (UEI), Central Contractor Registration (CCR) registration, and South Carolina State Vendor ID are required for federal reporting purposes and reimbursement:

A UEI is required during the application process: A UEI is a 12-character alphanumeric ID sequence assigned to an entity by SAM.gov and recognized as the universal standard for identifying and keeping track of entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point-of-contact information. The UEI will be used throughout the grant life cycle. If you are not already registered in SAM.gov, you can use the following link for entity registrations: <https://sam.gov/content/entity-information>

- a) **System for Award Management (formerly Central Contractor Registration [CCR]):** The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB). SAM is a Federal Government-owned and operated free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS. Future phases of SAM will add the capabilities of other systems used in Federal procurement and awards processes. If you had an active record in CCR, you have an active record in SAM. You do not need to do anything in SAM at this time, unless a change in your business circumstances requires updates to your Entity record(s) in order for you to be paid or to receive an award or you need to renew your Entity(s) prior to its expiration.

(SAM will send notifications to the registered user via email 60, 30, and 15 days prior to expiration of the Entity. To update or renew your Entity record(s) in SAM you will need to create a SAM User Account and link it to your migrated Entity records. You do not need a user account to search for registered entities in SAM by typing the DUNS number or business name into the search box. (<https://sam.gov/content/entity-registration>).

- b) **South Carolina State Vendor Number:** To ensure that your agency is registered with the state, in order to receive reimbursement for grant-eligible expenses, an agency or entity will need to go to the following link and register to obtain a SC State Vendor number: <https://procurement.sc.gov/doing-biz/registration>. This information should be sent with the first Request for Reimbursement to the person listed on the cover letter in your award packet.

59. Certifications Regarding Federal Lobbying, Debarment and Suspension and Drug-Free Workplace Requirements and other Responsibility Matters:

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the

regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Office of Highway Safety and Justice Programs determines to award the covered transaction, grant, or cooperative agreement.

60. Certification Regarding Federal Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) 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.
- (2) 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.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, 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.

61. Certification Regarding Debarment and Suspension: Instructions for Primary Certification (States):

- a) By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
 - a. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
 - b. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
 - c. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective

primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- d. The terms *covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntary excluded*, as used in the clause are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- e. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- f. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntary excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

62. Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions:

- a) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and

4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

b) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

63. Instructions for Lower Tier Participant Certification:

a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

c) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d) The terms *covered transaction*, *civil judgement*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require low tier participants to comply with 2 CFR Parts 180 and 1200.

g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (www.sam.gov/content/exclusions).

h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- i) Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

64. Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions:

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

65. Drug-Free Workplace Act of 1988 (41 U.S.C. 8103):

The undersigned will 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 a drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The grantee's policy of maintaining a drug-free workplace.
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs.
 - 4) The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 - 5) Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- c) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - 1) Abide by the terms of the statement.
 - 2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- d) Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction.
- e) Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted:
 - 1) Taking appropriate personnel action against such an employee, up to and including termination.
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- f) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs of all of the paragraphs above.

66. Specific Assurances

The undersigned agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

- a) The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

- b) The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: ***“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d–4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”***
- c) The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A)^[1] in every contract or agreement subject to the Acts and the Regulations.
- d) The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
- e) That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
- f) That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
- g) That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- h) That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
- i) The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- j) The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

The Recipient agrees to comply with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in

a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. The recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program.

AGENDA

ITEM #22



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, CGFO
Director, Administrative Services Division
kburgessr@jaspercountysc.gov

Jasper County Council Consideration and approval of M. B. Kahn Construction Co., Inc. Work Authorization No. 006 Jasper County Temporary Library (112 Weatherbee Street)

Meeting Date:	November 4, 2024
Subject:	Consideration and approval of M. B. Kahn Construction Co., Inc. Work Authorization No. 006 for the renovations to 112 Weatherbee Street to serve as the temporary library while Pratt Memorial Library is being renovated, acceptance of staff recommended work authorization, and authorization to allow the County Administrator to execute the work authorization.
Recommendation:	Approves the M. B. Kahn Construction Co., Inc. Work Authorization No. 006 for the renovations to 112 Weatherbee Street to serve as the temporary library while Pratt Memorial Library is being renovated, to authorize the construction manager to proceed with preconstruction services including the preparation of the Guaranteed Maximum Price (GMP) proposal and to authorize the County Administrator to execute the Work Authorization.

Description: Jasper County Council has approved the renovation of the Pratt Memorial Library and in order to perform the renovations a temporary space must be made available for the library. The County purchased property at 112 Weatherbee Street, Ridgeland, South Carolina with the intent that the space would initially serve as the temporary library. To provide a suitable space for the temporary library, renovations must be made to the property. Therefore, the County reached out to M. B. Kahn Construction Co., Inc., under the Construction Management at Risk Services contract entered into on September 6, 2022, and extended in 2024 to perform the renovations as a part of the larger Pratt Memorial Library renovation. The work authorization is in the amount of \$205,210 and authorizes M. B. Kahn, the construction manager, to proceed with preconstruction services, including preparation of the Guaranteed Maximum Price (GMP.) The renovations will be funded with ARPA funds and bond issuance proceeds.

Recommendation: Staff recommend that the Council approve Work Authorization No. 006 from M. B. Kahn Construction Co., Inc. for the renovation of the 112 Weatherbee Street to serve as temporary library space while Pratt Memorial Library is being renovated with a project budget of \$205,210 and to authorize the County Administrator to execute the Work Authorization.

Attachments: M. B. Kahn Construction Co., Inc Work Authorization No. 006



Jasper
County
South Carolina

JASPER COUNTY - WORK AUTHORIZATION

Work Authorization - No. 006 10.07.2024

In accordance with Paragraph 1.1.1 of the Agreement Between Owner and Construction Manager, Owner hereby authorizes the Construction Manager to proceed with Preconstruction Services including preparation of a Guaranteed Maximum Price (GMP) proposal for the following project:

Project Name: Jasper County Temporary Library Up-Fit

Project Budget: \$205,210

Note: Work Authorization budget does not include costs for the land purchase or items associated with land acquisition

Jasper County

Date

Name, Title

AGENDA

ITEM:

Public Comments