

## **WAYS AND MEANS COMMITTEE**

5:00 p.m., Tuesday, March 19, 2019

Council Chambers

1207 Palm Boulevard, Isle of Palms, South Carolina

### **AGENDA**

1. **Call to Order** and acknowledgement that the press and public had been duly notified of the meeting in accordance with the Freedom of Information Act
2. **Approval of Previous Meeting's Minutes**  
February 19, 2019
3. **Citizens' Comments Financial Statements – Treasurer Debbie Suggs**
  - A. Financial Reports
  - B. Projects Worksheets
4. **Old Business – None**
5. **New Business**
  - A. Consideration of a Change Order from Thomas & Hutton in an amount not to exceed \$7,500 for the surveying, engineering and design for a drainage improvement on Tabby Lane (Pg. 23, In 54 – Capital Projects, Public Works, Drainage Contingency - \$70,000)
  - B. Consideration of an award of a contract to Eadie's in an amount not to exceed \$30,000 for emergency repairs to Marginal Road (Pg. 23, In 54 – Capital Projects, Public Works, Drainage Contingency - \$70,000)
  - C. Acceptance of the award of a Flood Mitigation Grant through SCDNR in the amount of \$239,000 to elevate 210 Forest Trail
  - D. Award of a contract to Rahman's Painting and Repairs, LLC in the amount of \$73,104.25 to pressure wash, caulk and paint IOP Fire Station #2 (Pg. 41, In 70 – Fire Station #2 Maintenance, ½ Capital Projects \$39463, ¼ Muni ATAX \$19,731, ¼ State ATAX \$19,731)
  - E. Approval of a Change Order to the scope of work for Phase 3 Drainage Improvements from Thomas & Hutton in the amount of \$23,300 (Pg. 23, In 54 – Capital Projects, Public Works, Drainage Contingency - \$400,000)
  - F. Discussion of a request from the resident at 2600 Palm Boulevard to construct a public boardwalk and to agree to future maintenance
  - G. Approval of a Change Order from Applied Technology Management (ATM) to pursue the necessary permits on behalf of the City to ensure that the existing Tidal Wave Dock is compliant with the regulatory requirements
6. **Miscellaneous Business – None**  
  
**Next Meeting Date:** 5:00 p.m., Tuesday, April 16, 2019 in Council Chambers
7. **Executive Session**  
  
Upon returning to open session, the Committee may take action on matters discussed in Executive Session
8. **Adjournment**

**Ways and Means Committee**  
5:00 p.m., Tuesday, February 19, 2019

The regular meeting of the Ways and means Committee was held at 5:00 p.m., Tuesday, February 19, 2019 in Council Chambers of City Hall, 1207 Palm Boulevard, Isle of Palms, South Carolina. Attending the meeting were Councilmembers Bell, Buckhannon, Ferencz, Kinghorn, Rice, Smith and Chair Ward, Mayor Carroll, Interim City Administrator Fragoso, Treasurer Suggs and Clerk Copeland; a quorum of the committee was present to conduct business. Councilmember Moyer was absent.

1. Chair Ward called the meeting to order and acknowledged that the press and public were duly notified of the meeting in accordance with the Freedom of Information Act.

**2. Approval of Previous Meetings' Minutes**

**MOTION:** Councilmember Kinghorn moved to approve the minutes of the regular meeting of January 15, 2019 and the Special Meeting of January 31, 2019 as submitted; Councilmember Rice seconded.

Chair Ward referred to the motion of Page 9 of the minutes of January 15, 2019 awarding the PSB Phase I contract to Trident and asked that the vote be corrected to 7 to 2 not 8 to 1.

**VOTE:** The approval of the corrected minutes and the minutes as submitted for the Special Meeting **PASSED UNANIMOUSLY.**

**3. Citizens' Comments**

Jim Raih, 3904 Cameron Boulevard, introduced himself as a licensed real estate broker for the State of South Carolina, commented about the votes taken in that Special Meeting of January 31<sup>st</sup> noting that the votes started out passing unanimously, but later in the meeting the votes were divided. He expressed hope that the later voting was not indicative of a division in Council that could not be resolved; he stated that Council should agree on the facts of a particular issue. Since the increase in the Comcast franchise fee would net the City only seventy-two thousand dollars (\$72,000) in additional revenue, he asked Council not to approve the increase.

**4. Financial Statements – Treasurer Suggs**

**A. Financial Statement**

Treasurer Suggs stated that she and the Interim Administrator have worked to expand the summary financial information to make it more meaningful to Council and to the public; on the first page, forecasts for year-end balances and the forecasted amount above or below budget have been added. Revenues are forecasted to end the year approximately five hundred thirteen thousand dollars (\$513,000) over budget, and the bulk of that comes from Business Licenses which was only fifty percent (50%) collected with a due date at the end of April. Building Permits Revenue was also predicted to end the year over budget; since these licenses have no due date, they are indicative of the increase in building activity. Other Revenues are forecasted to end the year under budget by approximately thirty-five thousand dollars (\$35,000) which includes Court revenue; since the Police Department is under-staffed, the number of tickets being written has been reduced. Also, in this category is the Sale of Assets; the FY19 budget contemplated the

sale of the fire truck that is not going to happen in FY19. General Fund expenditures are expected to be under budget by approximately three hundred twenty-eight thousand dollars (\$328,000); much of these savings can be attributed to unfilled positions, including two (2) highly paid positions. The forecasted positive net result for FY19 could be eight hundred forty-one thousand dollars (\$841,000) which is shown on this schedule as being transferred to the Capital Projects Fund. The Committee was reminded that the only source of revenue for the Capital Projects fund was the net positive result from the prior year; having a healthy Capital projects fund will be needed to pay for drainage initiatives on the island.

On a second page, the deposit amount to the LGIP and BB&T are shown; the City keeps the bulk of its cash in the LGIP to earn the highest interest rate available. The schedule of fund balances also has forecasted year-end balances.

The third page illustrated the sources of budgeted revenue and expenditures in colorful pie charts.

Chair Ward asked if the City was restricted by State law or City ordinance from turning the Public Works Department into an enterprise fund like the IOP Marina?

Interim Administrator Fragoso said that she would research an answer for him, and Treasurer Suggs commented that to do so would generate a considerable income.

Chair Ward noted that some large rental houses on the island have eight to ten (8 – 10) trash-cans, and the City should be in a position to charge them for the extra time they require for trash pickup, particularly in the summer months.

Councilmember Smith asked that the cost to the City for a more complicated accounting of this type to be considered.

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## **B. Tourism Schedules**

Although the tourism schedules have not been revamped, the Treasurer hopes to give them a different appearance for the next meeting; her goal is to display them consolidated into one (1). Through January 2019, the Treasurer reported that all tourism revenues were trending higher than FY18, and, for budgeting purposes, a three percent (3%) increase is forecasted across the board.

## **C. Projects Schedules**

For the Phase II Drainage Project, fees were incurred for construction and professional services through January, but the project was still under budget.

The Interim Administrator stated that the drainage infrastructure was in the ground and restoration work was being completed. A Rural Infrastructure Grant monitoring will begin on Wednesday, February 20<sup>th</sup> as the work to close out the grant begins.

The underground storage tank project at the Public Works site has been completed and fuel is being dispensed again. The project at the Marina began on January 21<sup>st</sup>, and, at this time, the tanks have been placed in the ground. When the old tanks were removed, some degree of contamination was observed, therefore soil samples were taken for testing. Although she has not seen the reports, Interim Administrator Fragoso informed the Committee that some degree of contamination was found at the same location as in 2005. Since the age of the old tanks remains

an unknown, when the contamination occurred, but the remediation necessary is not expected to be on a big scale.

On the subject of tourism funds, Councilmember Buckhannon noted that the 2019 Southeastern Wildlife Exposition had brought seventeen million dollars (\$17,000,000) in tourism revenue to the City of Charleston; it was reported to be the largest gross since 1993. He, in turn, believes that it foretells an active tourism season for the island.

**4. Old Business – none**

**5. New Business**

**A. Consideration of a 2.5% merit pool for FY20 Budget**

Interim Administrator Fragoso stated that the FY20 operating budgets that have gone before the committees contained a two point five percent (2.5%) pool for merit-based wage adjustments that would be managed by the department managers. The goal is to develop a structured plan for distributing the pool for employees above the mid-point and those below the mid-point in the salary ranges in an effort to be as consistent as possible between departments. The Interim Administrator referred Council to the spreadsheet in the meeting packet showing the impact of a two point five percent (2.5%) merit on each department.

When Councilmember Smith commented that the elimination of the COLA could have a downside, Treasurer Suggs stated that the purpose of a COLA was to keep one (1) even with increases to the overall cost of living; the purpose of a merit-based adjustment was to reward the employees who go the extra mile and to give them a boost up on the economy. Treasurer Suggs added that she did not think that even one (1) IOP employee would get a zero-merit increase.

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**MOTION: Chair Ward moved to approve the 2.5% merit-based wage adjustment pool for the FY20 budget; Councilmember Buckhannon seconded.**

Councilmember Rice said that she could only support this motion if she were assured that the members of the Police Department would receive the recommended pay adjustments.

At this time, Chair Ward and Councilmember Buckhannon withdrew the motion and second respectively.

**MOTION: Chair Ward moved to suspend the rules of order and to re-order the Agenda to address Item B at this time; Councilmember Bell seconded and the motion PASSED UNANIMOUSLY.**

**B. Considerations to wage adjustments for Police Department**

Interim Administrator Fragoso stated that, of the recent departures from the Police Department, several referenced pay as a reason for their resignation; since these resignations, staff has done a limited wage comparison including many municipalities in the region. Once these numbers were gathered, the conclusion was that the IOP patrol officer's starting wage was approximately three thousand dollars (\$3,000) less than the regional average. Staff has generated a multi-pronged approach to alleviating the problem, and it includes:

- To keep the same salary range for non-certified officers;
- To add a pay range for Certified Officers (officers who have graduated from the Academy and the field training) starting at the average of \$42,009, a 7% increase;
- To increase the pay range for Sworn Officers below the position of Captain by 7% to match Patrol Officer increase and to maintain parity between positions;
- To adjust current employees to new minimum if not already there;
- To adjust employees with less than 10 years of service by 0.5% for Patrol Officers and 0.25% for all other sworn positions below Captain with more than 10 years of service per year of service to avoid salary compression; and
- To proceed with a more complete analysis of all Police Department positions as soon as possible.

Council was told that the money to cover these increases is in the FY19 budget as a result of the savings in salaries in the Police Department for the officers that have resigned.

Councilmember Kinghorn recalled, from the recent budget meeting, that another way to fund the adjustments would be not to fill all five (5) of the patrol officers who left, but to hire only three (3).

**MOTION: Mayor Carroll moved to accept the pay adjustments recommended by staff as detailed above; Councilmember Bell seconded.**

Councilmember Bell opined that Council could not solve all of the problems with pay, and he encouraged the Police Department to try to attract and hire seasoned officers to save the City the twenty-five or so thousand dollars (\$25,000) spent in training the inexperienced and untrained person.

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Councilmember Buckhannon noted that many of the agencies in the area are short-staffed, and, in order to attract people, the City of Charleston, for example, is paying large signing bonuses and North Charleston is paying a one thousand dollar (\$1,000) and one thousand dollars (\$1,000) to officers who bring in a referral. In addition, he opined that police officers should not be asked to do code enforcement; he would rather hire an additional person for the Building Department to do code enforcement.

Councilmember Ferencz stated that the City has many employees who are not making the minimum starting pay being recommended for the Police Department. With a savings of one hundred twenty-eight thousand dollars (\$128,000) in the FY19 budget, she would like to see a review of all of the positions in the City that are making less than the forty-two thousand dollars (\$42,000) threshold for the Police Department. She said that other local governments were calling Rec Department employees with job offers of making more money and having a better opportunity for advancement in a larger department.

Interim Administrator Fragoso stated that the adjustments in the Police Department were the first step of many to ensure that employees are being properly compensated for their work and that the pay for all positions is comparable to other local governments in the area. She opined that the City needed to look at its recruitment policies to determine if there were opportunities for improvement to attract the caliber of employees the City wants; she thought that a new Police Chief would bring new ideas and new opportunities for improvement in many areas, not just the Police Department. In addition to looking at salaries, she was interested in looking at the organizational structure of the departments to see if opportunities could be found for more efficiency in the departments and for the City as a whole.

Councilmember Smith stated that retention was a “hot” topic at the Municipal Association meeting in January; the problem was not a local one but was statewide; one (1) way of addressing the problem was to accelerate the academy process in a couple of ways. She questioned the rationale for setting the minimum at about forty-two thousand dollars (\$42,000) when the only municipalities with a lower starting wage Folly Beach and Sullivan’s Island were. In her opinion, the starting wage should be higher making the City more competitive with North Charleston and the County Sheriff’s Department.

Treasurer Suggs responded that the number was a fact-based, average starting pay for the area and reminded Council that they would decide what the number should be.

Councilmember Bell thought the number was fair, but, if it was not the right amount, it could be adjusted in the next budget cycle.

Councilmember Buckhannon asked that staff calculate the impact of adding a code enforcement position to the Building Department, relieving the Police Department of that responsibility, and possibly reducing the number of officers in the Police Department by one (1).

**VOTE: The motion PASSED UNANIMOUSLY.**

**A. Consideration of a merit pool of 2.5% for FY20 budget**

**MOTION: Councilmember Buckhannon moved to approve a 2.5% merit pool for the FY20 budget; Councilmember Rice seconded.**

When Councilmember Kinghorn said Council should acknowledge that the Isle of Palms cannot compete with the larger municipalities.

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**VOTE: The motion PASSED UNANIMOUSLY.**

**C. Consideration of an award of a contract to Butler Chrysler Dodge Jeep in the amount of \$50,659.00 for two (2) Dodge Pick-Up Trucks (\$25,329.50 each) [Pg. 25, In 120 – Muni ATAX, Public Works Capital Outlay - \$33,500 and pg. 29, In. 281 – State ATAX, Public Works Capital Outlay - \$33,500]**

**MOTION: Councilmember Kinghorn moved to award a contract to Butler Chrysler Dodge Jeep in the amount of \$50,659.00 for 2 Dodge pickup trucks as detailed above; Councilmember Buckhannon seconded and the motion PASSED UNANIMOUSLY.**

**D. Consideration of increasing the NPDES stormwater annual fee to \$72**

**MOTION: Mayor Carroll moved to increase the annual residential NPDES stormwater fee to \$72; Councilmember Bell seconded.**

Councilmember Buckhannon noted that some discussion took place related to bringing the NPDES stormwater billing and collection in-house so that the City could change the billing process to one (1) where the amount billed was reflective of the square footage of impervious surface of the property.

The Interim Administrator reported that Director Kerr spoke with Charleston County NPDES and was reminded that the billing for commercial properties was based on the square footage of impervious surface. They also said that the cost to the City to implement such a program for residential property would be approximately three hundred sixty-six thousand dollars (\$366,000); the database would be based on GIS measuring and maps to be followed by experts going to the properties and measuring the impervious surface to compare to the GIS measuring and maps.

Councilmember Rice stated that the increased fee will be the same as Sullivan's Island and Charleston County.

**VOTE: The motion PASSED UNANIMOUSLY.**

**E. Consideration of a change order from Jones & Frank in the amount of \$12,920.20 for hose reels for the underground storage tanks at the IOP Marina**

**MOTION: Councilmember Rice moved to approve the change order in the amount of \$12,920.20 from Jones & Franks for hose reels for the underground storage tanks project at the IOP Marina; Councilmember Buckhannon seconded.**

Interim Administrator Fragoso stated that the change order received unanimous approval in the Real Property Committee and that the reason for the changer order was that the hose reels were omitted from the bid specifications. The project Contingency Fund has sufficient funds to pay for this change order.

**VOTE: The motion PASSED UNANIMOUSLY.**

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**F. Consideration of increasing residential rental license fees to a base rate of \$350 for revenues from \$0 to \$2,000 and the incremental fee to \$4.60 for each additional \$1,000 of value or fraction thereof**

**MOTION: Councilmember Bell moved to approve the increase in the residential rental license fee as detailed above; Councilmember Buckhannon seconded.**

**AMENDMENT #1: Mayor Carroll moved to amend the motion to reduce the incremental fee to \$4.00; Chair Ward seconded.**

Councilmember Rice thought the increase in the base rate was high for those who rent infrequently.

Chair Ward asked the Treasurer for the impact of the amendment on the budget.

The Interim Administrator responded that the fees from the original motion would generate an estimated four hundred eighty thousand dollars (\$480,000) in additional revenue.

Councilmember Bell indicated that he was comfortable with doubling the base and incremental fees because he said that every place on the island rents for at least two hundred dollars (\$200) per night, and the rates increase consistently. He said that the City "was really good at spending" and "needed to be really good at raising revenue."

The Mayor opined that raising both the base rate and the incremental rate was “a bit steep,” and Councilmember Rice described it as “a little heavy-handed.”

Treasurer Suggs stated that the increase could stay at approximately four hundred eighty thousand dollars (\$480,000) if the incremental rate were to go to five dollars (\$5) and raise the base rate to two hundred or two hundred fifty dollars (\$200 - \$250).

Councilmember Kinghorn reminded Council that, at the recent budget meeting, they had one hundred percent (100%) supported doubling the rates.

**VOTE on Amendment #1: The amendment FAILED on a vote of 2 to 6 with Councilmember Rice and Mayor Carroll voting in favor of it.**

**Amendment #2: Councilmember Rice moved to amend the motion to keep the base rate at \$175 and to increase the incremental rate to \$5; Mayor Carroll seconded.**

**VOTE on Amendment #2: The amendment FAILED on a vote of 3 to 5 with Councilmember Rice, Mayor Carroll and Chair Ward voting in favor of the amendment.**

**VOTE on Original Motion: The motion PASSED on a vote on 7 to 1 with Councilmember Rice casting the dissenting vote.**

**G. Consideration of standardizing the building permit fee to a \$50 base fee plus \$5 per \$1,000 of project value**

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Chair Ward noted that property owners making small improvements to their houses will not see a significant change.

**MOTION: Councilmember Bell moved to standardize the building permit fees to a \$50 base and \$5 per \$1,000 of project value; Councilmember Ferencz seconded.**

The Treasurer stated that the proposed change would generate about one hundred thousand dollars (\$100,000) of additional revenue.

Councilmember Buckhannon would like to see the building permit fees also tied to the amount of impervious surface the project will have.

Mayor Carroll noted that the Planning Commission was going to look at lot coverage again, including pervious materials. He stated that he would like for the City of Isle of Palms to become the leader in resilience.

**VOTE: The motion PASSED UNANIMOUSLY.**

**H. Consideration of increasing the Comcast franchise fee from 3% to 5%**

**MOTION: Councilmember Buckhannon moved to increase the Comcast franchise fee to 5%; Councilmember Bell seconded.**



Councilmember Rice reminded Council that the increased Comcast franchise fee was going to be paid by the residents, and Chair Ward referred to it as “a backdoor tax.”

**VOTE: The motion PASSED on a voter of 5 to 3 with Councilmember Rice, Chair Ward and Mayor Carroll casting the dissenting votes.**

**I. Discussion of next step for FY20 budget**

Interim Administrator Fragoso stated that the changes approved at this meeting will be incorporated into the budget document as it is compiled into a full version of the budget. At the Committee meetings where the operating budget were reviewed, she recalled that there were some line items staff was continuing to research; therefore, she would like to have another budget workshop. The date she had first suggested was not convenient to several members, so the Interim Administrator would look at the March calendar and suggest alternate dates.

Councilmember Kinghorn asked for the other revenue items discussed at the January 31<sup>st</sup> budget workshop, such as the IOP Water and Sewer Commission franchise fee, be on the Agenda as well as anything new staff might have in the meantime.

**6. Miscellaneous Business**

Next Meeting Date: 5:00 p.m., Tuesday, March 19, 2019 in Council Chambers

**7. Executive Session – not needed**

**8. Adjournment**

**MOTION: Councilmember Buckhannon moved to adjourn the meeting at 6:25 p.m.; Chair Ward seconded and the motion PASSED UNANIMOUSLY.**

Respectfully submitted:

Marie Copeland  
City Clerk

**City of Isle of Palms**  
**Financial Statement Summary as of February 28, 2019**  
**(Dollars in Thousands)**

	REVENUES						TRANSFERS IN / (OUT)						EXPENDITURES						YTD Actual Net Revenues & Transfers Less Expenses
	YTD Actual	Annual Budget	Remaining to Collect	YTD Actual as a % of Budget	Current Annual Forecast	Forecast Above or (Below) Budget	YTD Actual	Annual Budget	Remaining to Transfer	YTD Actual as a % of Budget	Current Annual Forecast	Forecast Above or (Below) Budget	YTD Actual	Annual Budget	Remaining to Spend	YTD Actual as a % of Budget	Current Annual Forecast	Forecast Above or (Below) Budget	
General	\$ 7,180	\$ 10,205	\$ 3,025	70%	\$10,718	\$ 513	\$ -	\$ 1,139	\$ (1,139)	0%	\$ 276	\$ (863)	\$ 6,720	\$ 11,344	\$ 4,624	59%	\$10,995	\$ (349)	\$ 460
Capital Projects	570	1,403	833	41%	970	(433)	-	218	(218)	0%	1,030	812	1,220	4,168	2,948	29%	2,517	(1,651)	(650)
Muni Accom Tax	979	1,529	550	64%	1,589	60	-	(662)	662	0%	(662)	-	621	1,635	1,014	38%	1,305	(330)	358
Hospitality Tax	427	778	351	55%	804	26	-	(531)	531	0%	(480)	51	288	520	232	55%	394	(126)	139
State Accom Tax	1,119	1,769	650	63%	1,839	70	(229)	(589)	360	39%	(589)	-	683	1,783	1,100	38%	1,528	(255)	207
Beach Funds	588	1,020	432	58%	1,067	47	-	-	-	-	-	-	46	465	419	10%	131	(334)	542
Marina	242	497	255	49%	435	(62)	229	436	(207)	53%	436	-	204	768	564	27%	520	(248)	267
Disaster Recovery	32	25	(7)	128%	40	15	-	-	-	-	-	-	26	5	(21)	520%	15	10	6
All Other	165	174	10	95%	170	(4)	-	(11)	11	0%	(11)	-	207	165	(42)	125%	160	(5)	(42)
Total All Funds	<u>\$11,302</u>	<u>\$ 17,400</u>	<u>\$ 6,099</u>	<u>65%</u>	<u>\$17,632</u>	<u>\$ 232</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>91%</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$10,015</u>	<u>\$ 20,853</u>	<u>\$ 10,838</u>	<u>48%</u>	<u>\$17,565</u>	<u>\$ (3,288)</u>	<u>\$ 1,287</u>

General Fund YTD Revenues							
	FY19 YTD Actual	FY19 Budget	% of FY19 Budget	FY18 YTD	% of Prior YTD	Current Annual Forecast	Forecast Above/ (Below) Budget
Prop Tax	\$ 4,216	\$ 4,355	97%	\$ 4,114	102%	\$ 4,355	-
LO Sales Tax	399	750	53%	329	121%	780	30
Business Lic	796	1,215	66%	593	134%	1,538	323
Rental Lic	513	476	108%	466	110%	510	34
Other Lic (Insur./Utilities)	74	1,511	5%	74	100%	1,515	4
Build Pmts	258	301	86%	186	139%	448	147
From State	119	261	46%	117	102%	264	3
Parking	365	778	47%	319	114%	785	7
All Other	440	558	79%	423	104%	523	(35)
Total	\$ 7,180	\$ 10,205	70%	\$ 6,621	108%	\$10,718	\$ 513

General Fund YTD Expenditures (YTD target = 67%)							
	FY19 YTD Actual	FY19 Budget	% of FY19 Budget	FY18 YTD	% of Prior YTD	Current Annual Forecast	Forecast (Above)/ Below Budget
Mayor/Council	\$ 92	\$ 133	69%	\$ 89	103%	\$ 133	\$ -
General Govt	800	1,799	44%	742	108%	1,676	123
Police	1,624	2,771	59%	1636	99%	2,653	118
Fire	2,233	3,346	67%	2015	111%	3,423	(77)
Public Works	868	1,421	61%	850	102%	1,337	84
Build & Lic	253	420	60%	252	100%	411	9
Recreation	639	1,057	60%	612	104%	1,018	39
Judicial	139	260	53%	153	91%	220	40
BSOs	72	137	53%	34	212%	124	13
Total	\$ 6,720	\$ 11,344	59%	\$ 6,383	105%	\$10,995	\$ 349

FY19 General Fund Expense Budget is 4% higher than FY18 Budget

**City of Isle of Palms Supplemental Financial Information as of February 28, 2019 (*Dollars in Thousands*)**

<b>Cash Balances</b>		
	<b>2/28/2019</b>	<b>2/28/2018</b>
General Fund	4,449	4,026
<i>As a % of GF Exp</i>	<b>39%</b>	<b>37%</b>
Capital Projects	3,477	3,125
Disaster Recovery	2,399	2,037
Beach Maint	-	363
Marina	670	747
Tourism Funds	5,286	5,006
Beach Restoration	-	3,515
Beach Preservation	2,061	2,645
Other Restricted	241	334
Total All Cash	<u>18,584</u>	<u>21,798</u>
<b>Deposits at LGIP (2.4288%)</b>	<b>17,464</b>	<b>94%</b>
<b>Deposits at BBT</b>	<b>1,119</b>	<b>6%</b>

<b>Fund Balances</b>				
<b>Fund</b>	<b>6/30/2018 Audited Fund Balance (Note 1)</b>	<b>FY19 YTD Actual Net Revenues &amp; Transfers Less Expenses</b>	<b>1/31/2018 Actual Fund Balance</b>	<b>6/30/19 Forecasted Fund Balance</b>
General Fund	\$ 3,205	\$ 460	\$ 3,665	\$ <b>3,204</b>
Capital Projects	4,929	(650)	4,279	<b>4,412</b>
Muni Accom Tax	1,717	358	2,075	<b>1,339</b>
Hospitality Tax	1,080	139	1,219	<b>1,010</b>
State Accom Tax	1,800	207	2,007	<b>1,522</b>
Beach Funds	1,292	542	1,834	<b>2,228</b>
Marina	526	267	793	<b>877</b>
Disaster Recovery	2,382	6	2,388	<b>2,407</b>
All Other	510	(42)	468	<b>509</b>
Total All Funds	<u>\$ 17,441</u>	<u>\$ 1,287</u>	<u>\$ 18,728</u>	<u>\$ <b>17,508</b></u>

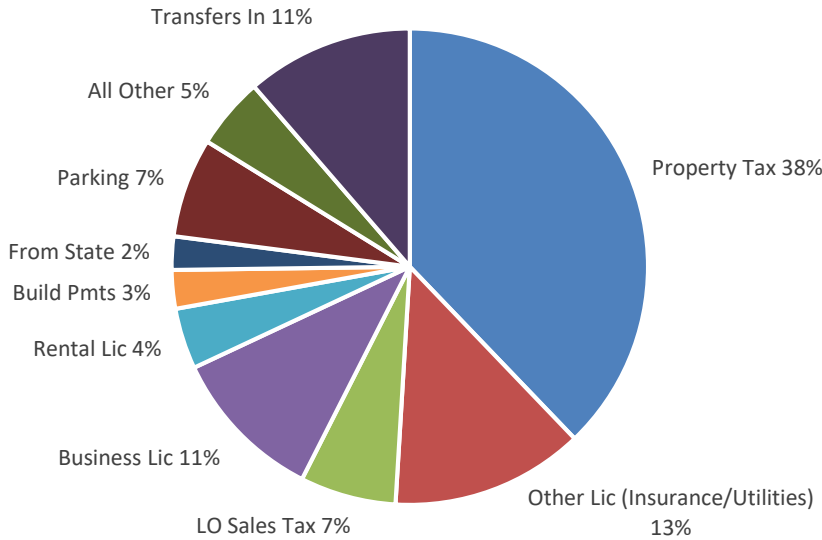
*Note 1: The comparable amount for the Marina Enterprise Fund is not Fund Balance, but Net Position. To be consistent with the presentation of the other funds, the amount included here for the Marina is the Unrestricted Net Position, which does not include \$5,574,000 of fixed assets.*

**February Notes:**

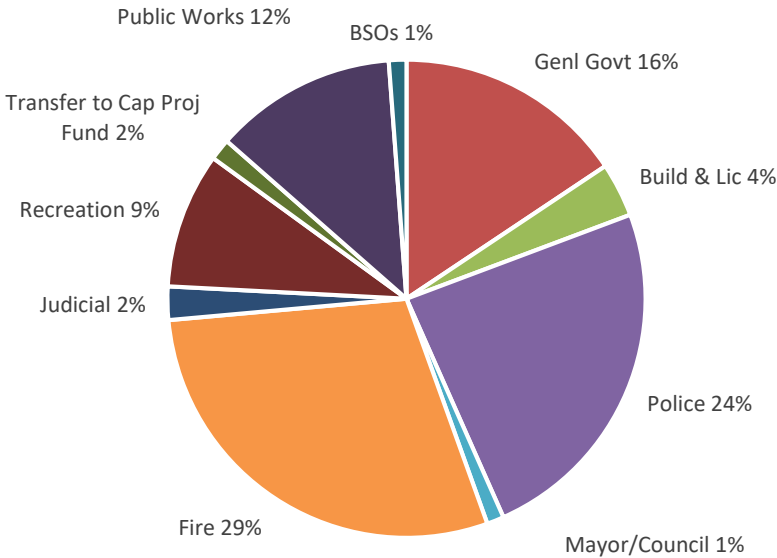
- \* Business license & building pmt revenues continue to outperform budget. Revenues related to Wild Dunes project begin in Feb. Forecast these revenues to exceed the FY19 budget by approx. \$470k at 6/30/19.
- \* Total Gen Fund Expenses forecasted to be under budget by approx \$349k due to vacant positions and lower than budgeted legal/prof and tuition reimb costs. These savings offset the increase in Fire Dept OT resulting from storm prep, coverage for military leave and coverage for light duty.
- \* Budgeted replacement of 75' Ladder truck delayed to FY20. \$849k impact on forecasted Cap Proj revenue and expense
- \* FY19 Budget incls \$470k, \$235k and \$235k for Public Safety Building repairs in the Cap Proj, Muni Atax and State Atax funds, respectively. Forecast assumes only 50% of these costs are incurred before the end of the fiscal year.
- \* Current expectations are that Drainage Phase II, underground fuel tank replacement at Public Works and Marina and Public Works building renovation will all be completed in FY19. Projects that will carry over into FY20 include Public Safety Building rehabilitation and Drainage Phase III.

City of Isle of Palms General Fund

FY19 General Fund Budget - Revenue & Transfers In  
Total = \$11,511,145



FY19 General Fund Budget - Expenditures & Transfers Out  
Total = \$11,511,145



Estimate Isle of Palms Residents' Cost of Service:

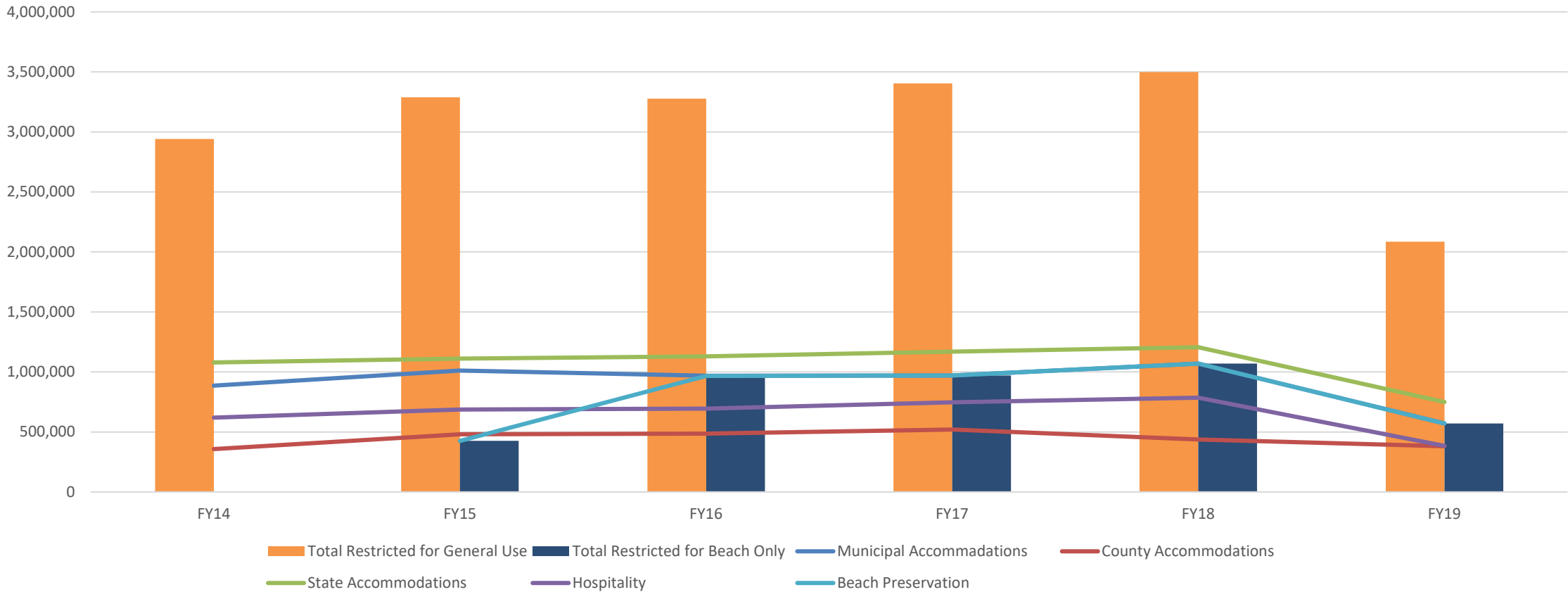
Assumes 4% Primary Residence Assessment Ratio  
Only Includes Property Taxes, Not License Fees

Isle of Palms Millage Rates:	
Operating Millage	0.0213
Debt Service Millage	0.0034
Total IOP Millage	0.0247
Local Opt SalesTax Credit	(0.0002)

Mayor & Council	132,859	1%
General Government	1,799,804	16%
Police	2,770,421	24%
Fire	3,345,679	29%
Public Works	1,421,483	13%
Building & Planning	420,286	4%
Recreation	1,057,036	9%
Judicial	259,605	2%
Beach Service Officers	136,626	1%

		Appraised Value		
FY19 General Fund Expense Budget	% of Gen Fund Expense	\$500,000	\$750,000	\$1,000,000
		Resident Property Tax by Department:		
132,859	1%	\$ 4.61	\$ 6.92	\$ 9.23
1,799,804	16%	62.51	93.77	125.02
2,770,421	24%	96.22	144.34	192.45
3,345,679	29%	116.20	174.31	232.41
1,421,483	13%	49.37	74.06	98.74
420,286	4%	14.60	21.90	29.20
1,057,036	9%	36.71	55.07	73.43
259,605	2%	9.02	13.53	18.03
136,626	1%	4.75	7.12	9.49
11,343,799	100%	\$ 394.00	\$ 591.00	\$ 788.00

City of Isle of Palms Tourism Revenues



	FY14	FY15	FY16	FY17	FY18	FY19
Municipal Accommodations	886,286	1,010,881	967,728	969,974	1,069,429	571,132
County Accommodations	357,191	479,813	485,093	520,000	437,000	381,000
State Accommodations	1,078,259	1,111,010	1,129,474	1,168,660	1,205,838	749,337
Hospitality	619,399	686,537	694,206	746,402	785,452	383,995
Beach Preservation		425,226	966,152	969,974	1,069,429	571,132
Total Restricted for General Use	2,941,136	3,288,241	3,276,501	3,405,036	3,497,719	2,085,463
Total Restricted for Beach Only	-	425,226	966,152	969,974	1,069,429	571,132
Grand Total	2,941,136	3,713,467	4,242,653	4,375,010	4,567,149	2,656,595

City of Isle of Palms  
Phase II Drainage - 45th - 52nd Avenue

G/L Account: 204640.5084

PROJECT COST:

Design & Engineering Contract - Phase II - 45th to 52nd Avenues  
First Contract Amendment (bid package, easements, permitting, technical support during construction, etc)  
Low Bid Received with 15% Contingency, less change orders  
Change Order #1 - field adjustment to relocate water pipe- marina line from bulkhead to pond  
Change Order #2 - no cost  
Change Order #3 - field adjustment to relocate drainage line away from electrical line near Wild Dunes main gate  
Change Order #4 - raise drainage pipe invert to clear power line, replace check valve with a flap gate  
Change Order #5 - additional survey and location work  
Change Order #6 - depth adjustments to lines along Palm, 46th, 49th, 51st and 52nd  
Change Order #7 - time extension only, no cost

Phase II Drainage Project 45th-52nd Ave			
Engineering & Design	Construction	Contingency	Total
169,000			169,000
30,000			30,000
	2,381,000	357,150	2,738,150
	29,997	(29,997)	-
	-	-	-
	9,074	(9,074)	-
	9,926	(9,926)	-
	51,450	(51,450)	-
	69,740	(69,740)	-
	-	-	-
SUBTOTAL ESTIMATED COST:			
199,000	2,551,186	186,964	2,937,150

PROJECT EXPENDITURES:

Inv. Date	Check #	Vendor	Description of Work		
4/9/12	2818	Eadie's Construction	45th - 52nd Ave, TB inspection	1,950	1,950
4/25/12	2820	CSE	Phase II engineering, drawings	8,308	8,308
5/25/12	2826	CSE	Phase II engineering, drawings	13,875	13,875
6/25/12	2837	CSE	engineering, wetlands survey	14,000	14,000
7/25/12	2845	CSE	engineering, survey, wetlands & drawings	12,666	12,666
8/27/12	2854	CSE	survey, drawings and postage	8,960	8,960
9/25/12	2867	CSE	engineering and drawings	8,531	8,531
10/25/12	2872	CSE	engineering and surveys	14,500	14,500
11/26/12	2874	CSE	engineering, surveys, & wetlands	13,500	13,500
1/16/13	2881	CSE	engineering, drawings & wetlands	12,747	12,747
2/7/13	2887	CSE	engineering, drawings & wetlands	15,524	15,524
2/25/13	2891	CSE	engineering, survey & drawings	4,529	4,529
5/28/13	2914	CSE	engineering	4,000	4,000
6/25/13	2920	CSE	engineering	2,000	2,000
9/25/13	2932	CSE	engineering services	314	314
10/25/13	2935	CSE	engineering services	918	918
11/25/14	2980	CSE	engineering services	5,310	5,310
3/10/15	2990	Halversen & Associates	legal expenses related to easements		1,705
5/31/15	3002	Halversen & Associates	legal expenses related to easements		1,641
6/30/15	3012	Halversen & Associates	legal expenses related to easements		12
11/25/15	3036	CSE	eng svcs, drinking water & well issues w/ SC DHEC	100	100
12/28/15	3045	CSE	eng svcs, meeting with HOA	180	180
12/29/15	3046	Halversen & Associates	Drainage related legal fees Nov & Dec 2015		281

City of Isle of Palms  
Phase II Drainage - 45th - 52nd Avenue

G/L Account: 204640.5084

PROJECT COST:

1/31/16	3058	Halversen & Associates	Drainage related legal fees Jan 2016
2/21/16	3068	Halversen & Associates	Drainage related legal fees Golf Cart Easement
3/1/16	3076	Halversen & Associates	Drainage related legal fees Golf Cart Easement
5/25/16	3089	CSE	eng svcs, site meeting WDYH easement
5/16/16	3090	Halversen & Associates	Legal fees, WDYH meeting, golf cart/IOPWSC easements
6/27/16	3096	CSE	revised drawing exhibits
6/28/16	3101	Halversen & Associates	Drainage related legal fees for June 2016
7/26/16	3103	CSE	Wild Dunes expansion meeting
9/26/16	3110	CSE	Wild Dunes expansion meeting, plan review
1/25/17	3130	CSE	Eng svcs, Phase II drainage
4/25/17	3158	CSE	Drainage Phase II permit, drawings for bid package
5/25/17	3179	CSE	Bid package preparation
6/26/17	3177	CSE	Finalize bid package and advertisement
7/25/17	3183	CSE	Bid opening, review of tabulation
9/1/17	3194	CSE	Met with IOPWSC, prepare grant info
9/25/17	47982	CSE	preconstruction meeting
10/25/17	50205	CSE	property owners meeting, sketch flap gate
11/2/17	50195	IPW	construction pay app #1
11/27/17	50366	CSE	project management
12/22/17	50458	IPW Construction Group	construction pay app #2
12/27/17	50616	CSE	professional services & project mgt
2/5/18	50785	IPW Construction Group	construction pay app #3
2/26/18	50891	CSE	professional services & project mgt
2/28/18	50946	IPW	construction pay app #4
3/26/18	51084	CSE	professional services & project mgt
4/2/18	51223	IPW	construction pay app #5
4/25/18	51307	CSE	professional services & project mgt
5/8/18	51480	IPW	construction pay app #6
5/25/18	51592	CSE	professional services & project mgt
5/29/18	51876	IPW	construction pay app #7
6/25/18	51871	CSE	professional services & project mgt
6/28/18	51940	IPW	construction pay app #8
7/30/18	52248	IPW	construction pay app #9
8/1/18	52308	CSE	professional services & project mgt
8/27/18	52397	CSE	professional services & project mgt - change orders/Palm revisions
8/28/18	52404	IPW	construction pay app #10
10/3/18	52635	IPW	construction pay app #11

Phase II Drainage Project 45th-52nd Ave			
Engineering & Design	Construction	Contingency	Total
		540	540
		206	206
		96	96
400			400
		900	900
300			300
		108	108
625			625
1,225			1,225
3,915			3,915
600			600
12,590			12,590
4,687			4,687
2,837			2,837
1,292			1,292
1,054			1,054
524			524
	214,032		214,032
2,628			2,628
	113,388		113,388
450		400	850
	90,001		90,001
2,100			2,100
	83,772		83,772
3,506			3,506
	145,934		145,934
3,000			3,000
	213,316		213,316
750			750
	241,100		241,100
4,700			4,700
	97,479		97,479
	71,716		71,716
4,700			4,700
2,361			2,361
	96,674		96,674
	146,643		146,643

City of Isle of Palms  
Phase II Drainage - 45th - 52nd Avenue

G/L Account: 204640.5084

PROJECT COST:

10/17/18	52627	CSE	professional services & project mgt
11/8/18	52826	CSE	professional services & project mgt
11/9/18	52874	IPW	construction pay app #12
11/26/18	53073	CSE	professional services & project mgt
11/29/18	53207	IPW	construction pay app #13
1/1/19	53320	IPW	construction pay app #14
1/24/19	53471	IPW	construction pay app #15
1/25/19	53462	CSE	site visit
2/25/19	53639	CSE	hourly billing for prof svcs in excess of contract amount (proj mgt related)
6/30/17	various	Halversen & Associates	legal expense related to project, FY17
6/30/18	various	Halversen & Associates	legal expense related to project, FY18
6/30/19	various	Hinchey Murray & Pagliarini (J Copeland)	legal expense related to project, FY19

Phase II Drainage Project 45th-52nd Ave			
Engineering & Design	Construction	Contingency	Total
500			500
1,300			1,300
	228,403		228,403
1,046		4	1,050
	163,925		163,925
	118,020		118,020
	179,696		179,696
		300	300
		1,000	1,000
			-
		2,752	2,752
		5,061	5,061
		72	72
SUBTOTAL SPENDING:			
199,000	2,204,099	15,078	2,418,177



**City of Isle of Palms**  
**Replace (6) Underground Fuel Storage Tanks & PWks Fuel Canopy**  
**IOP Public Works (2) and IOP Marina (4)**

**Contracts and Change Orders Received:**

Summit Engineering	Technical assistance & contract admin
Jones & Frank	Construction
Legal & Miscellaneous expense estimate	

**Project Expenditures:**

Invoice Date	Payee	Description of Work
3/1/2018	Summit Engineering Lab	testing related to removal of UST tanks
7/25/2018	Jones & Frank	Pay App #1 tanks and installation - Pub Wks site
8/31/2018	Summit Engineering Lab	project oversight, mileage
8/31/2018	Jones & Frank	Pay App #2 - Pub Works Site
9/30/2018	Jones & Frank	Pay App #3
10/26/2018	Jones & Frank	config & startup of fuel mgt sys after PWKS repl
10/31/2018	Jones & Frank	Pay App #4
1/1/2019	Summit Engineering Lab	project oversight, mileage
1/31/2019	Summit Engineering Lab	Sill Protection Control & Countermeasure Plan
2/1/2019	Jones & Frank	Fuel removal & disposal from Public Works site
2/6/2019	Jones & Frank	Pay App #5 - Marina site
		Total paid
		Remaining on contracts

FY19 Budget for Public Works UST Replacmnt	280,000
FY19 Budget for Public Works Fuel Canopy	30,000
FY19 Budget for Marina UST Replacement	620,000
Contracts/Change Orders	(846,329)
Budget Funds Remaining	83,671

Construction Admin	Construction	Legal & Misc	Total
21,737			21,737
	809,592	-	809,592
		15,000	15,000
21,737	809,592	15,000	846,329
		4,240	4,240
	127,026		127,026
4,204			4,204
	57,746		57,746
	43,290		43,290
		1,500	1,500
	14,815		14,815
		1,790	1,790
		4,620	4,620
	166,832		166,832
4,204	409,710	12,150	426,064
17,533	399,882	2,850	420,265

**Subrecipient Financial Status Report and Request for Funds**

NOTE: This Subrecipient Financial Status Report and Request for Funds Form must be accompanied by a Program Progress Report, detailed invoice and supporting documentation, and must satisfy any further requirements of the Agreement. If any items are incomplete or insufficient, processing of this request may be rejected or delayed.



**South Carolina Department of Natural Resources  
Office of Grants Administration  
Subrecipient Financial Status Report and Request for Funds**

SECTION I – GENERAL INFORMATION					
<b>Grant Title:</b>			<b>Subrecipient Reference Number:</b>		
<b>Grantee Reference Number:</b>			<b>Subrecipient Address:</b>		
<b>Performance Period:</b>	<b>Report Number:</b>	<b>City</b>	<b>State</b>	<b>Zip code</b>	
<b>Remit To:</b> SCDNR-Office of Grants Administration P.O. Box 167 Columbia, SC 29202 or <a href="mailto:GrantSubmissions@dnr.sc.gov" style="color: red;">GrantSubmissions@dnr.sc.gov</a>		<b>Prepared By:</b>	<b>Email/Phone:</b>	<b>Tax ID/Duns#:</b>	
SECTION II – FUNDING REQUEST					
Description	Budget	Current Expenses	Prior Expenses	Total Expended	Remaining Budget
Salaries					
Fringe Benefits					
Contractual					
Supplies					
Travel & Mileage					
Equipment					
Other Costs					
IDC Rate:	Indirect Costs				
<b>Totals</b>					
<b>CURRENT AMOUNT REQUESTED</b>					

**CERTIFICATION**

I, a duly authorized signatory for the referenced Subrecipient, certify that the data reported above is correct and all spending is in accordance with the approved award and that the amount requested is not in excess of either current needs or cumulatively for the term of the award.

Agency Authorized Program Signature	Title	Date
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**SC Department of Natural Resources Approval:**

SCDNR Authorized Program Signature	Title	Date
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*The SCDNR Program Manager has verified that deliverables have been completed as outline in the Agreement and the attached invoice(s) appear to be permissible.*

SCDNR Authorized Fiscal Signature	Title	Date
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*The SCDNR Office of Grants Administration processed this request for funds on the above date.*

## ATTACHMENT E OTHER GRANT PROVISIONS

This Other Grant Provisions (Attachment E) is to be used for establishing other Agreement terms when special terms are required by the grant program providing funds for this Agreement or if SCDNR and Subrecipient agree to other special terms which may add to or modify standard grant terms stated elsewhere in this Agreement. In all instances, these Other Grant Provisions must comply with applicable law and be agreed to by authorized representatives of SCDNR and the Subrecipient. Unless otherwise specified, these Other Provisions shall also apply to any other party acting through or on behalf of the Subrecipient.

Federal Grant #: FMA – PJ-04-SC-2017-006

Name of Federal Grant: 210 Forest Trail FMA elevation project

State Grant #: SCDNR FY 2019-38

**Attachment C – Federal Funds Grant Provisions (2018.7.1) – Paragraphs 18** (Davis-Bacon Act) and **19** (Copeland “Anti-Kickback” Act) do not apply to this Agreement. (see Hazard Mitigation Assistance Guidance: Hazard Mitigation Grant Program, Pre-Disaster Mitigation Program and Flood Mitigation Assistance Program – February 27, 2015)

**Attachment D – SCDNR Standard Grant Provisions (2018.7.1) – Paragraph 18** is modified by adding the following sentence to the end of the paragraph and the balance of Attachment D is unchanged.

The homeowner of and/or contractor for the subject premises are pre-approved as sub-recipients of the Subrecipient. As such the homeowner(s) may select a contractor of his/her/their own choosing and shall be responsible for meeting the requirements of the Scope of Work. The homeowner and contractor are not agents of SCDNR or the Subrecipient.

### **Additional Terms:**

- 1. Contract Work Hours and Safety Standards Act:** All contracts awarded by a non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§3702 and 3704, as supplemented by the Department of Labor regulations at 29 C.F.R. Part 5.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract

for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The South Carolina Department of Natural Resources shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

2. **Department of Homeland Security Seal, Logo, and Flags:** The Subrecipient shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal Emergency Management Agency (FEMA) pre-approval. (see DHS Standard Terms and Conditions v 3.0, paragraph XXV (2013)).
3. **No Obligation by Federal Government:** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities of the South Carolina Department of Natural Resources, Subrecipient, contractor, or any other party pertaining to any matter resulting from this Agreement.

We agree to the terms set forth above as being included in the referenced Agreement.

**South Carolina Department of Natural Resources**

**Subrecipient**

\_\_\_\_\_  
Alvin A. Taylor, Director

\_\_\_\_\_  
Name:\_\_\_\_\_

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

Title:\_\_\_\_\_

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

(2018.7.1)



# **SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES**

## **SUBRECIPIENT AGREEMENT**

---

**FEDERAL AWARDING AGENCY:**

\_\_\_\_\_

**FEDERAL AWARD DATE:**

\_\_\_\_\_

**FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):**

\_\_\_\_\_

**CFDA NUMBER/NAME:**

\_\_\_\_\_

**TOTAL FEDERAL AWARD:**

\_\_\_\_\_

---

**Office of Grants Administration (OGA) –only**

**SAM Check Date:** \_\_\_\_\_ **Initial:** \_\_\_\_\_

**SAM Expiration Date:** \_\_\_\_\_

**<https://www.sam.gov/portal/SAM/>**

Print Screen must be placed in grant file

**Risk Assessment Completed Date:** \_\_\_\_\_ **Initial:** \_\_\_\_\_

**Single Audit Check Completed Date:** \_\_\_\_\_ **Initial:** \_\_\_\_\_

# South Carolina Department of Natural Resources

## Subrecipient Agreement

### SECTION I – SUBRECIPIENT GENERAL INFORMATION

Grant Reference Number (SCDNR):		Subrecipient Reference Number:	
Grant Title:			
Subrecipient:		DUNS#:	Indirect Cost Rate:
Subrecipient Principal Investigator:		PTE Principal Investigator:	
Address:		City/State:	Zip Code:
Award Start Date:		Award End Date:	Fiscal Year End Month:
Amount Previously Awarded: \$		Amount Awarded This Action: \$	Total Award Amount to Date: \$
Original: Amendment #:	Date of Agreement:	FFATA: Agreement => \$25,000	Cost Sharing: \$
		R&D:	YES      NO

*If this action is an amendment, please select applicable:*

Funding Allocation:	Performance Period:	Other:
Reason for Modification:		

DUNS Registered Name (if different than Subrecipient's name ):

### SECTION II – FUNDING ALLOCATION

Federal Project Description:			
Federal Awarding Agency:		Pass Through Agency (when applicable):	
Awarded Previously	Awarded This Action	Cumulative Award	Total Awarded –All Funds

### SECTION III – CONTACT INFORMATION

<b><u>Fiscal Contact- Granting Agency:</u></b>	<b><u>Program Contact- Granting Agency:</u></b>	<b><u>Subrecipient Contact:</u></b>

**SCDNR - STANDARD SUBRECIPIENT AGREEMENT**

1. Parties: This is a Subrecipient Agreement between the S.C. Department of Natural Resources (herein “SCDNR”), and [\_\_\_\_\_] with its principal place of business at [\_\_\_\_\_], (herein “Subrecipient”).
2. Subject Matter: The subject matter of this Agreement is [\_\_\_\_\_].  
The identifying information for this Agreement is set forth in Part 1- Subrecipient Award Detail. The Subrecipient’s detailed Scope of Work to be Performed is Attachment A (herein “Scope of Work”).
3. Maximum Amount: In consideration of the Scope of Work, the SCDNR agrees to pay Subrecipient, in accordance with the Budget and Payment Provisions specified in Attachment B and the other terms of this Agreement, a sum not to exceed \$ \_\_\_\_\_.  
Funds provided by the SCDNR to Subrecipient under this Agreement cannot be used as match for the purpose of obtaining additional federal funds or assistance by the Subrecipient unless expressly allowed by federal law and with the written approval of the SCDNR which may be contingent on federal approval.
4. Agreement Term: This Agreement shall first be effective and Subrecipient’s performance shall begin upon the date of execution by the SCDNR and, unless terminated sooner or amended by the parties, shall end on \_\_\_\_\_. Unless otherwise specified in the Budget and Payment Provisions - Attachment B, no funds may be obligated under this Agreement outside of this term.
5. Procurement: The Subrecipient must follow its procurement law or policy for any equipment, supplies, and/or services outside of its organization. However, adequate documentation must be available to satisfy federal audit requirements. Subagreements are addressed in SCDNR Standard Grant Provision (Attachment D).
6. Ownership and Disposition of Equipment: Any equipment purchased by or furnished to the Subrecipient by the SCDNR under this Agreement is provided on a loan basis only.
7. Subrecipient Representations: Any information provided by Subrecipient to SCDNR prior to the execution of this Agreement shall be deemed a material representation underlying SCDNR’s decision to enter into this agreement. Subrecipient shall have an ongoing obligation to correct any errors or omissions and to update such information as may be necessary. Accordingly, Subrecipient’s prior and subsequent representations are hereby incorporated by reference and include any responses to RFPs, applications, assurances, certifications, risk assessment responses, progress reports, and any state or federal grant forms.
8. Compliance with Applicable Laws: Subrecipient shall comply with all applicable federal, state, and local laws whether specifically identified in this Agreement or not and hereby represents itself to be in compliance with such laws as are necessary to fully perform under this Agreement. Furthermore, Subrecipient shall be responsible for obtaining any project-specific permits or authorizations which may be required to fully perform under this



Agreement.

9. Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing and signed by the duly authorized representative of the SCDNR and Subrecipient. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in the denial of the request. Any request for an amendment to this Agreement must be made in writing at least 30 days prior to the end date of this Agreement or the request may be denied.
10. Suspension and Cancellation: This Agreement may be suspended or cancelled by either party by giving written notice at least \_\_\_\_\_ days in advance. Upon notice of suspension or cancellation of the Agreement by SCDNR, Subrecipient and anyone acting under it shall not obligate any additional funds unless otherwise agreed in writing by SCDNR. Subrecipient may only be reimbursed for un-cancelable obligations incurred prior to notice of suspension or cancellation to the extent SCDNR has funds available for such purposes.
11. Fiscal Year: The Subrecipient's fiscal year starts \_\_\_\_\_ and ends \_\_\_\_\_.
12. Work Product Ownership: Unless otherwise specified in Other Grant Provisions (Attachment E), all products of the Subrecipient's work under this Agreement, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents or data, become the sole property of the SCDNR and may not be copyrighted or resold by Subrecipient.
13. Attachments: In addition to Part 1 and Part 2, this Subrecipient Agreement consists of the following attachments that are incorporated herein by reference.

*Please initial below to indicate you have read and understand each attachment.*

\_\_\_\_\_ Attachment A - Scope of Work to be Performed  
 \_\_\_\_\_ Attachment B - Budget and Payment Provisions  
 \_\_\_\_\_ Attachment C - Federal Funds Grant Provisions  
 \_\_\_\_\_ Attachment D - SCDNR Standard Grant Provisions  
 \_\_\_\_\_ Attachment E - Other Grant Provisions

We, the undersigned parties, agree to be bound by this Subrecipient Agreement, including its provisions, attachments, and conditions.

**South Carolina Department of Natural Resources**

**Subrecipient**

\_\_\_\_\_  
Alvin A. Taylor, Director

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

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Attachment A**  
**Scope of Work to be Performed**

- 1. Objectives and Timeline:**
- 2. Performance Measures and Deliverables:**
- 3. Progress reports:** The Subrecipient shall submit progress reports to the SCDNR according to the following schedule. [\_\_\_\_\_] Each report shall describe the status of the Subrecipient's performance since the preceding report and the progress expected to be made in the next successive period. Each report shall describe Subrecipient activities by reference to the work specifications contained in the Scope of Work to be Performed and shall include a statement of work hours expended, expenses incurred, bills submitted, and payments made. If scheduled, a Program Progress Report is required even if there has been no activity. Insufficient submittals may be rejected by SCDNR.

## **Attachment A – Scope of Work**

### **210 Forest Trail FMA elevation project**

The proposed activity includes elevating the existing home at 210 Forest Trail to meet the community's design flood elevation (DFE) requirements, which includes one foot of freeboard above the base flood elevation (BFE). This house is located on the northern side of Forest Trail, 0.2 miles southwest of the intersection of Waterway Blvd. and Forest Trail. Geographically, the property is within approximately 1300 linear feet of the Intracoastal Waterway. The Atlantic Ocean is approximately 2100 linear feet from the property.

The project will be implemented by having detailed plans developed by an engineer, having licensed contractors elevate the home and construct a new foundation designed to elevate the lowest finished floor to 17' above MSL, which is approximately 10' above proposed grade and 3' above the current DFE of 14 feet (13'BFE+1'freeboard). After the home is elevated, a new interior floor system will be built in the areas where the original house was built with slab on grade construction. The new floors will be built to the same height as the existing floor system. After the new floors are installed, all repairs and finishes will be made to the structure.

All repairs and requirements to bring the entire structure into compliance with the 2015 IRC codes, City of Isle of Palms Building Code, Flood ordinances and FEMA rules and regulations will be completed. The elevation will be designed in accordance with ASCE 24.

All elevation and code compliance information will be reviewed and approved by the City of Isle of Palms. The City of Isle of Palms will provide all inspections and final CO for the project insuring the structure is built to the most restrictive of the current codes and ordinances, including the ASCE 24. The community's codes will require that the foundation be developed to within the wind-zone and seismic requirements of the code. The City of Isle of Palms will also be responsible for the close out of this project.

The owner will contract the work and pay a licensed contractor, the owner will provide receipts, requests for payment and other documentation as the project progresses to the City of Isle of Palms. The City of Isle Palms will provide inspections to verify the project is in compliance with the above mentioned regulations. The City of Isle of Palms will reimburse the homeowner upon receipt of proper documentation, then the City of Isle of Palms will request reimbursement from SCDNR. Documentation to be submitted with the reimbursement requests to SCDNR shall include, but may not be limited to, proof of payment, permits, inspection documentation, documentation of living expenses, Certificate of Occupancy and compliance with ASCE 24. The City of Isle of Palms will be responsible for the closeout of this project.

Projected Schedule: - 90 days for engineering, design, and permitting - 30 weeks for construction - 90 days for closeout of the grant. We estimate the entire project could take approximately 12-13 months to complete from the time of grant award to grant closeout. This estimate is based on local market conditions for contractors, engineers permitting, weather, and grant administration resources.

## Attachment B

### Budget and Payment Provisions

This Agreement is performance based. Payments made to the Subrecipient by the SCDNR are based on the successful completion of performance measures identified in the Scope of Work to be Performed. If the Subrecipient is unable to obtain successful completion of a performance measure within the terms and conditions of the Agreement, the Subrecipient may only receive a portion of the payment for that measure if partially completed or will not receive payment at all if substantial performance of that measure is not demonstrated.

The SCDNR will measure sufficient progress by examining the performance required under the Scope of Work to be Performed in conjunction with the associated schedule, the time remaining for performance within the project period, the availability of funds necessary to complete the project, and other relevant factors.

Subject to the complete terms of this Subrecipient Agreement, the SCDNR agrees to compensate the Subrecipient for services performed and allowable as indicated in the outlined budget detail and if such expenses are within the scope of and authorized by this Subrecipient Agreement.

#### Budget Detail:

Salaries	\$
Fringes	\$
Contractual	\$
Supplies	\$
Travel & Mileage	\$
Equipment	\$
Other Costs	\$
Indirect Cost*	\$
(Subrecipient Indirect Cost rate is _____%)	
Total Federal Share	\$
Total Non-Federal Share (Match)	\$
Non-Federal Funds provided by: _____	

**Reimbursement Periods:** As measured from the Subrecipient's award start date, Subrecipient shall present SCDNR with requests for payment:

☐ Monthly  
☐ Quarterly  
☐ Biannually  
☐ Annually  
☐ Upon project completion  
☐ Other: \_\_\_\_\_

**\*Indirect Cost Rate:** Current Rate Approval Letter Must Be on File with SCDNR. When an indirect rate is included, it must be an approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the SCDNR and the Subrecipient, or a de minimis indirect cost rate of 10%. It is also important to note that indirect rates may be subject to statutory caps of the Federal program. A de minimis rate may only be used by those Subrecipients that have never had an approved indirect rate in the past. A de minimis rate may not be used by State and Local Governments (including school districts). (See 2 CFR 200.331-6 and 200.414)

**Budget Modification:** Without seeking approval of but upon providing written notice to SCDNR, Subrecipient may shift any cost category by up to 10% of the total award in effect at that time so long as such changes do not alter the Scope of Work to be Performed. Any proposed shift in a cost category exceeding 10% of the total award in effect at that time must first be approved in writing by SCDNR.

#### PAYMENT REQUESTS REQUIREMENTS:

**Program Progress Reports:** Program Progress Reports are due when the Subrecipient Financial Status Report and Request for Funds Form is submitted for reimbursement. If a satisfactory Program Progress Report is not submitted then payment will not be processed.

**Subrecipient Financial Status Report and Request for Funds Form:** Subrecipient must submit a completed Subrecipient Financial Status Report and Request for Funds Form along with an invoice and supporting documentation (to include a detailed General Ledger Report with related performance period transactions) to initiate and substantiate a payment request. Incomplete forms or inadequate documentation may delay or prevent reimbursement. The Subrecipient Financial Status Report and Request for Funds Form is attached to this agreement.

**Match Documentation:** Expenditure or accrual of any matching funds or value anticipated under this Agreement must be appropriately documented and such documentation must be periodically provided with the associated Subrecipient Financial Status Report and Request for Funds Form.

**Annual Audit Certification:** If the Agreement spans more than one fiscal year of the Subrecipient, the Subrecipient must complete and provide SCDNR with an Annual Audit Certification including any appropriate audits or other supporting documentation.

Following receipt, review and approval of the above items and consideration of Subrecipient's compliance with the terms of this Agreement, SCDNR will reimburse the Subrecipient in arrears of expenditures. These requests must be submitted to: SCDNR, c/o Grants Office, P.O. Box 167, Columbia, SC 29202 or emailed to [GrantSubmissions@dnr.sc.gov](mailto:GrantSubmissions@dnr.sc.gov).

**Closeout:** Upon verification that Subrecipient has satisfied all obligations under this Agreement which specifically include all activities and deliverables under the Scope of Work to be Performed and providing an adequate accounting for all grant fund expenditures and match, a final payment and closeout letter will be issued to the Subrecipient.

# Subgrant Project Application

**Application Title:** 210 Forest Trail FMA elevation project

**Subgrant Applicant:** City of Isle of Palms- Building Dept

**Application Number:** FMA-PJ-04-SC-2017-006

**Application Year:** 2018

**Grant Type:** Project Application

**Address:** 1207 Palm Blvd mailing: P.O. Drawer 508, Isle of Palms, SC 29451-2945

## 202.2 - Elevation of Private Structures - Coastal

Federal Share: \$ 294,244.20

Item Name	Cost Classification	Unit Quantity	Unit of Measure	Unit Cost (\$)	Cost Estimate (\$)
Elevate home	Construction And Project Improvement	1.00	Unknown	\$ 38,000.00	\$ 38,000.00
Demolition	Demolition And Removal	1.00	Unknown	\$ 46,210.00	\$ 46,210.00
Engineering and permitting	Architectural Engineering Basic Fees	1.00	Unknown	\$ 7,500.00	\$ 7,500.00
Concrete footings	Construction And Project Improvement	1.00	Unknown	\$ 19,750.00	\$ 19,750.00
Block and Slab	Construction And Project Improvement	1.00	Unknown	\$ 29,200.00	\$ 29,200.00
Framing and Siding	Construction And Project Improvement	1.00	Unknown	\$ 43,974.00	\$ 43,974.00
Insulation and mechanical	Construction And Project Improvement	1.00	Unknown	\$ 26,100.00	\$ 26,100.00
Lattice panels, porches, stairs	Construction And Project Improvement	1.00	Unknown	\$ 28,760.00	\$ 28,760.00
floors, trim and paint as required by code	Construction And Project Improvement	1.00	Unknown	\$ 44,800.00	\$ 44,800.00
Contractor profit and overhead	Construction And Project Improvement	1.00	Unknown	\$ 42,644.00	\$ 42,644.00
				Total Cost	\$ 326,938.00

**Total Project Cost Estimate: \$ 326,938.00**

## ATTACHMENT C

### FEDERAL FUNDS GRANT PROVISIONS

This Agreement is subject to the requirements of applicable federal laws, policies and bulletins associated with federal funds including but not limited to those listed below. Furthermore, the recipient certifies, where noted, to the stated representations.

1. **Acknowledgement of Federal Funding:** All recipients of financial assistance will comply with requirements to acknowledge federal funding (including federal award number) when issuing statements, press releases, requests for proposals, bid invitations, project publications, and other documents describing projects or programs funded in whole or in part with federal funds.
2. **Copyright:** All recipients must affix the applicable copyright notices of the Copyright Act of 1976 (see 17 U.S.C. § 401 or 402 and 2 CFR 200.315 and 2 CFR 200.448).
3. **Patents and Intellectual Property Rights:** Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 *et seq.* All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14. Among other obligations, the recipient of funds shall grant the SCDNR and the Federal government a non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practice on its behalf throughout the world.
4. **Internal Controls:** In accordance with 2 CFR Part II, §200.303, the recipient must establish and maintain effective internal controls to provide reasonable assurance that the recipient is managing all funds under this Agreement in compliance with federal statutes, regulations, and the terms and conditions of the award agreements. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or comparable Generally Accepted Accounting Principles (GAAP).
5. **Requirement to Have a Single Audit:** The recipient will complete an Annual Audit Certification and a Single Audit is required if the recipient of federal funds expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Part 200, Subpart F.
6. **Duplication of Benefits:** Any cost allocable to a particular federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or terms and conditions of the federal awards, or for other reasons. However, this prohibition would not preclude the non-federal statutes, regulations, or the terms and conditions of the federal awards.
7. **False Claims Act and Program Fraud Civil Remedies:** All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.
8. **Federal Debarment and Suspension:** Recipients of federal funds are subject to the requirements of the OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement) (2 CFR Part 180). Additionally, this Agreement is subject to Executive Orders 12549 and 12689 “Debarment and Suspension” and as further adopted by any funding entity. A contract award under this Agreement cannot be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 and 12689.
9. **Hatch Act:** Recipient shall ensure its employees comply with the limitations on political activity in order to comply with the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), as amended.

- 10. Byrd Anti-Lobbying Amendment:** The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) provides that recipients that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Any recipient of funds under this Agreement subject to the Byrd Anti-Lobbying Amendment hereby certifies to the best of his/her/it's knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer or employee of an 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.
  - b. 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.
  - c. Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. (43 CFR Part 18 – Appendix A to Part 18).
- 11. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, the recipient must disclose, in a timely manner, in writing to the SCDNR, all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, *etc.*
- 12. Federal Debt Status:** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.
- 13. Non-supplanting Requirement:** For federal programs which prohibit supplanting, recipients must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or recipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.
- 14. Procurement of Recovered Materials:** All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000: procuring solid waste



management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**15. Disposition of Equipment Acquired Under the Federal Award:** When original or replacement equipment acquired under this award by the recipient is no longer needed for the original project or program or for other activities currently or previously supported by the federal grant program, recipient must request instructions from SCDNR to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

**16. Terrorist Financing E.O. 13224:** All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

## **17. Federal Equal Opportunity Protections**

a. **Age Discrimination Act of 1975:** All recipients of financial assistance will comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

b. **Civil Rights Act of 1964:** All recipients of financial assistance will comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

As part of compliance with Title VI, all recipients must take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations.

c. **Civil Right Act of 1968:** All recipients of financial assistance will comply with Title VI 11 of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 *et seq.*), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100.

d. **Title IX of the Education Amendments of 1972:** All recipients of financial assistance will comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. These regulations are codified at 44 CFR Part 19.

e. **Rehabilitation Act of 1973:** All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or 'activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

f. **Americans with Disabilities Act of 1990:** The recipient shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*), as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the recipient

under this agreement.

- g. **Drug Abuse Office and Treatment Act of 1972:** The recipient may not discriminate on the basis of drug abuse as required for compliance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended.
  - h. **Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970:** The recipient may not discriminate on the basis of alcohol abuse or alcoholism as required for compliance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (91 P.L. 616), as amended.
  - i. **Equal Employment Opportunity:** No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out under this Agreement on the grounds of race, age, health status, handicap, color, sex, religion or national origin. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR Part 60-1.4(b), in accordance with Executive Order 11246 “Equal Employment Opportunity” (see 30 FR 12319, as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity” (see 32 FR 14303) and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”, and as further amended by Executive Order 13672, “Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity” (see 79 FR 72985). The language of 41 CFR 60-1.4 is hereby incorporated by reference and each contractor or subcontractor shall include, as applicable, the language required under 41 CFR Part 60 in each of its contracts related to this Agreement.
  - j. **Small and Minority Businesses, Women’s Business Enterprises, and Labor Area Surplus Firms:** Recipient shall comply with the requirements of 2 CFR § 200.321 and must take all necessary, affirmative steps to assure that small and minority businesses, women’s business enterprises, and labor area surplus firms are used when possible. These steps are in addition to full and open competition and must include, at a minimum, the following six affirmative steps.
    - i. Solicitation Lists. The recipient must place small and minority businesses and women’s business enterprises on solicitation lists.
    - ii. Solicitations. The recipient must assure that it solicits small and minority businesses and women’s business enterprises whenever they are potential sources.
    - iii. Dividing Requirements. The recipient must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises.
    - iv. Delivery Schedules. The recipient must establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women’s business enterprises.
    - v. Obtaining Assistance. The recipient must use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
    - vi. Prime Contractor Requirements. The recipient must require the prime contractor, if subcontracts are anticipated or let, to take the five affirmative steps described in above.
- 18. Davis-Bacon Act:** For public building or public works construction, alteration, or repair projects, the recipient of funds under this Agreement is required to follow the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148 and 3146-3148). All construction contracts awarded by SCDNR or the recipient funds under this Agreement of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act and as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon acceptance of the wage

determination. The recipient of funds under this Agreement shall report all suspected or reported violations to SCDNR.

- 19. Copeland “Anti-Kickback” Act:** For public building or public works construction, alteration, or repair projects, the recipient of funds under this Agreement shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. § 874 and 40 U.S.C 3145) for all contracts for construction or repair awarded SCDNR or by the recipient of funds under this Agreement. The recipient shall include a provision for compliance with the Act, as supplemented by the Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient of funds under this Agreement shall report all suspected or reported violations to SCDNR.
- 20. Intergovernmental Personnel Act of 1970:** Where applicable, recipient shall comply or otherwise assist SCDNR in complying with the Intergovernmental Personnel Act of 1970 (42 U.S.C. § 4728-4763).
- 21. Whistleblower Protection Act:** All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. § § 4304 and 4310. In accordance with the 41 U.S.C 4712, “Contractor Protection From Reprisal For Disclosure of Certain Information,” this requirement applies to all awards issued after January 1, 2013.
  - a. This award and related subawards and contracts over the simplified acquisition threshold and all employees working on this award and related subawards and contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712.
  - b. Recipients, and their subrecipients and contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
  - c. The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.
- 22. Federal Administrative Regulations:** The federal funds provides under this agreement are subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) which became effective December 26, 2014 for federal awards issued after December 26, 2014. This regulation superseded requirements from OMB Circulars A-21, A-87, A-110, and A-122 (which have been placed in 2 C.F.R. Parts 220, 225, 215, and 230); Circulars A-89, A-102, and A-133; and the guidance in Circular A-50. The regulations is available here: [https://www.ecfr.gov/cgi-bin/text-id.x?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-id.x?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- 23. Drug Free Workplace:** In association with 2 CFR Part 182, the recipient certifies to SCDNR that it will provide a drug-free workplace program by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
  - b. Establishing a drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The recipient’s policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug violations.
  - c. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by item 23(a).

- d. Notifying the employee in the statement required by item 23(a) that as a condition of employment in association with the Agreement, the employee will:
  - i. Abide by the terms of the statement; and
  - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after the conviction.
- e. Notifying the SCDNR within 10 days after receiving notice under item 23(d)(ii) from an employee or otherwise receiving actual notice of the conviction.
- f. Recipient shall within thirty days after receiving notice from an employee of a criminal drug conviction:
  - i. take appropriate personnel action against the employee up to and including termination; or
  - ii. require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for the purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
  - iii. Recipient shall require the same of any contractors working in association with this Agreement.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of items 23(a) through (f). (S.C. Code Ann. §§ 44-107-30 & -50)

**24. Environment and Historic Preservation:** Recipient will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 *et seq.*); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205); (i) protection of national wild and scenic river components and potential components under the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 *et seq.*); and (j) assisting the awarding federal agency and SCDNR in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 *et seq.*).

Where applicable, the recipient of funds under this Agreement is required to follow the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) (a/k/a Clean Water Act), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the recipient of non-Federal funds and any subcontractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**25. Energy Policy and Conservation Act:** All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act. The South Carolina Energy Office oversees the State Energy Plan (see S.C. Code Section 48-52-10 *et seq.* and <http://www.energy.sc.gov/energyplan>).

**26. Laboratory Animal Welfare Act of 1966:** Recipient will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 *et seq.*) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

- 27. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970:** If the recipient's project affects real property interests, the recipient may shall comply or otherwise assist SCDNR in complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended.
- 28. Fly America Act of 1974:** All recipients must comply with the requirements of the preference for U.S. carriers (air carriers holding certificates under 49 U.S.C. § 41108) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C...§ 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, 'amendment to Comptroller General Decision B138942.
- 29. Hotel & Motel Fire Safety Act of 1990:** In accordance with the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2201, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974. See 41 CFR Part 301-74.
- 30. USA Patriot Act of 2001:** All recipients of financial assistance will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.
- 31. National Fire Incident Reporting System:** Reports to fire marshals or incident reports must be submitted to the National Fire Incident Reporting System (NFIRS) within 15 days after the end of the previous month as a condition for any and all grant awards. All agencies applying for Division of Emergency Management and Homeland Security funds must submit a current copy of their completed NIFRS report.

**ATTACHMENT D**  
**SCDNR STANDARD GRANT PROVISIONS**

**1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the South Carolina Department of Natural Resources is executing this Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

**2. Independence:** The Party will act in an independent capacity and not as officer, employee or agent of the SCDNR.

**3. No Employee Benefits For The Party:** The Party understands that the SCDNR will not provide to the Party or anyone acting on its behalf any form of employee benefits or services available to State employees and SCDNR will not withhold any state or federal taxes for the Party or anyone acting on its behalf. The Party understands that all tax filings required by the Internal Revenue Code and the State of South Carolina, including but not limited to income and withholding, must be filed by the Party, and information as to Agreement income may be provided by the State of South Carolina to the Internal Revenue Service and the South Carolina Department of Revenue as may be required.

**4. Reliance by the SCDNR on Representations:** All payments and other actions by the SCDNR under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the contract or grant agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

**5. Insurance:** SCDNR provides no insurance coverage for liability or loss of the Party or its agents. The Party shall carry general liability insurance on an occurrence form and limits shall not be less than \$1,000,000 per occurrence. If a Party to this Agreement is a federal, state, or local governmental entity, such governmental parties may satisfy these insurance requirements to the extent comparable coverage is maintained through the South Carolina Insurance Reserve Fund or the equivalent.

**6. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this Agreement. “Records” means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for five years thereafter or for any period required by law for inspection by any authorized representatives of the SCDNR, the State of South Carolina, or federal government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**7. South Carolina Human Affairs Law and Americans with Disabilities Act:** A Party which is a Covered Entity under the South Carolina Human Affairs Law (S.C. Code Ann. § 1-13-10, *et seq.* (1976 & Supp. 2016)) must comply in full with the Act. The Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et*

*seq.*), as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**8 Certification Regarding Debarment:** The Party certifies that, as of the date that this Agreement is signed, neither the Party nor the Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, programs supported in whole or in part by federal funds (see 2 CFR Parts 180, 200, 417, 901, 1125, 1326, 1400, 1532, 2520, 3000, and 3485), or pursuant to South Carolina Consolidated Procurement Code, S.C. Code Ann. § 11-35-4220 (1976 & Supp. 2016).

**9 Conflict of Interest and State Ethics Reform Act:** The Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest and shall comply with South Carolina's ethical standards as provided by law. See S.C. Ethics Reform Act (S.C. Code Ann. § 8-13-10, *et seq.* (1976 & Supp. 2016)), S.C. Consolidated Procurement Code (S.C. Code Ann. § 11-35-10, *et seq.* (1976 & Supp. 2016)), and 2 CFR 200.112.

**10 Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of South Carolina. Any action or proceeding brought by either the SCDNR or the Party in connection with this Agreement shall be brought and enforced in the Circuit Court of the State of South Carolina. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the SCDNR with regard to its performance under the Agreement. The Party agrees that the SCDNR shall not be required to submit to binding arbitration or waive its right to a jury trial.

**11 Sovereign Immunity:** The SCDNR, as an agency of the State of South Carolina, reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the SCDNR's entry into this Agreement.

**12 Defense and Indemnity:** The Party shall defend the SCDNR and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The SCDNR shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The SCDNR retains the right to participate at its own expense in the defense of any claim.

The Party shall indemnify the SCDNR and its officers and employees as to any damages or costs incurred, including attorneys' fees and associated costs, arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the SCDNR to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including

attorneys' fees, collection costs or other costs of the Party.

If a Party to this Agreement is a federal, state, or local governmental entity, no indemnification obligations shall arise under this provision as to that Party or SCDNR.

**13. State Whistleblower Protections:** A Party which is a "Public Body" under the Employment Protection for Reports of Violations of State or Federal Law or Regulation Act (S.C. Code Ann. § 8-27-10 *et seq.* (1976 & Supp. 2016)) must comply in full with the Act.

**14. Risk Assessment and Monitoring:** SCDNR is obligated to make a risk assessment of the Party prior to awarding federal funds and thereafter must monitor the Party for compliance. SCDNR reserves the right to modify monitoring requirements for the Party including frequency of reporting, requiring additional prior approval by SCDNR, and other protective or corrective actions. See 2 CFR Part 200.

**15. Set Off:** The SCDNR may set off any sums which the Party owes the SCDNR against any sums due the Party under this Agreement.

**16. Child Support, Taxes, and Other Governmental Debts:**

The Party understands and acknowledges that if relevant outstanding or delinquent financial obligations exist it may be subject to child support collections, tax collection, or delinquent debt setoff actions by other governmental entities pursuant to S.C. Code Ann. § 12-53-20 (2014); S.C. Code Ann. § 12-54-10, *et seq.* (2014); Setoff Debt Collection Act, S.C. Code Ann. § 12-56-10, *et seq.*; § 43-5-220(j) and other applicable laws.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Sub-Agreements:** The Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the SCDNR. The Party must ensure that those acting under it are eligible under the terms of this Agreement. The Party shall be responsible and liable to the SCDNR for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with the Party or any subcontractor. The Party must include the provisions of this Agreement in all subagreements for work to be performed under this Agreement and any Party assigned, subcontracted, or receiving a subagreement shall be obligated to provide legally required assurances / certifications and must agree to be bound to the terms of this Agreement. The Party must present a request for a subagreement on the SCDNR Request for Approval to Subgrant/Subcontract form.

**19. Freedom of Information Act:** The Party acknowledges and agrees that this Agreement and any and all information obtained by the SCDNR from the Party in connection with this Agreement are subject to the South Carolina Freedom of Information Act (FOIA) (S.C. Code Ann. § 30-4-10, *et seq.* (1976 & Supp. 2016)). Additionally, the Party acknowledges that acceptance of funds from SCDNR may subject the Party to FOIA.



**20. Personal Identifying Information and Safekeeping of Data:** The Party also acknowledges and agrees that this Agreement and any personal information obtained by the Party in connection with this Agreement are subject to the Family Privacy Protection Act of 2002 (S.C. Code Ann. § 30-2-10, *et seq.* (1976 & Supp. 2016)). The Party must not use or disclose any individually identifying information that pursuant to this Agreement is disclosed by the SCDNR to the Party, created by the Party on behalf of the SCDNR, or used by the Party for any purpose other than to complete the work specifications of this Agreement unless such use or disclosure is required by law, or when the Party obtains permission in writing from the SCDNR to use or disclose the information and this written permission is in accordance with federal and state law. Additionally, the Party shall promptly notify SCDNR regarding any data breach, suspected data breach, or loss of data containing personal identifying information or similarly sensitive data related to this Agreement or otherwise revealing a vulnerability of the Party to such risks. See generally S.C. Code Ann. § 1-11-490; § 16-13-510; § 39-1-10, *et seq.* (1976 & Supp. 2016)

**21. Force Majeure:** Neither the SCDNR nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**22. Prior Approval of Press Releases / Marketing Materials:** Without obtaining the prior written consent of the SCDNR, the Party shall not refer to the SCDNR in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the SCDNR. In any such communication materials, the Party must include as appropriate, an Equal Employment Opportunity statement and acknowledgement of any grant funds provided by SCDNR and/or the federal government through this Agreement.

**23. Termination:** In addition to any right of the SCDNR to terminate for convenience, the SCDNR may terminate this Agreement as follows:

- a. **Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the SCDNR may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the SCDNR may suspend or cancel this Agreement immediately, and the SCDNR shall have no obligation to pay the Party from State revenues.
- b. **Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.

**24. No Implied Waiver of Remedies:** A party’s delay or failure to exercise any right, power

or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing signed by an authorized representative of the party to be bound.

**25. Continuity of Performance:** In the event of a dispute between the Party and the SCDNR, each party will continue to perform its obligations under this Agreement during the resolution of the dispute unless otherwise directed by SCDNR to suspend or stop performance or until this Agreement is terminated in accordance with its terms.

**26. Security Interests and Liens:** The Party is not authorized to create and shall not allow any security interests or liens upon SCDNR property and must promptly discharge any claims made to that effect by claimants of the Party.

**27. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the SCDNR. All State property, tangible and intangible, shall be returned to the SCDNR without demand and at no additional cost to the SCDNR. Such property shall be provided in good condition and in a format acceptable to the SCDNR.

**28. State Facilities:** If the SCDNR makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to the Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**29. Iran Divestment Act:** The Party certifies that it is not on the Iran Divestment Act List (available: <https://procurement.sc.gov/iran-divestment>). The Party agrees to notify SCDNR immediately if it is ever named on the list. The Party shall require any subcontractor associated with this Agreement to certify and comply with the same. (S.C. Code Ann. § 11-57-10, *et seq.*)

**30. South Carolina Illegal Immigration Reform Act:** The Party certifies that it will comply with the applicable requirements of the South Carolina Illegal Immigration and Reform Act and agrees to provide to SCDNR upon request any documentation required to establish either: (a) that S.C. Code Ann. § 8-14-10, *et seq.* is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with this law. The Party agrees to include in any contracts with its subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of S.C. Code Ann. § 8-14-10, *et seq.*, and (b) include in their contracts with the sub-subcontractors language requiring the subsubcontractors to comply with the applicable requirements of this law.

**31. Entire Agreement:** This Agreement, whether in the form of a contract, state funded grant, or federally funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect except were expressly incorporated by reference. Furthermore, any situations requiring interpretation must frame this Agreement in the context of applicable federal and state laws and the mandatory requirements of any federal or state funding sources.

## ATTACHMENT E OTHER GRANT PROVISIONS

This Other Grant Provisions (Attachment E) is to be used for establishing other Agreement terms when special terms are required by the grant program providing funds for this Agreement or if SCDNR and Subrecipient agree to other special terms which may add to or modify standard grant terms stated elsewhere in this Agreement. In all instances, these Other Grant Provisions must comply with applicable law and be agreed to by authorized representatives of SCDNR and the Subrecipient. Unless otherwise specified, these Other Provisions shall also apply to any other party acting through or on behalf of the Subrecipient.

Federal Grant #: FMA – PJ-04-SC-2017-006

Name of Federal Grant: 210 Forest Trail FMA Elevation Project

State Grant #:

**Attachment D – SCDNR Standard Grant Provisions (2018.7.1) – Paragraph 18** is modified by adding the following sentence to the end of the paragraph and the balance of Attachment D is unchanged.

The homeowner of and/or contractor for the subject premises are pre-approved as sub-recipients of the Subrecipient. As such the homeowner(s) may select a contractor of his/her/their own choosing and shall be responsible for meeting the requirements of the Scope of Work. The homeowner and contractor are not agents of SCDNR or the Subrecipient.

We agree to the terms set forth above as being included in the referenced Agreement.

**South Carolina Department of Natural Resources**

**Subrecipient**

\_\_\_\_\_  
Alvin A. Taylor, Director

\_\_\_\_\_  
Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

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



## Directives for completion of the Subrecipient Financial Status Report and Request for Funds Form

### SECTION I – GENERAL INFORMATION

*Most of the information for this section can be located on Part 1, Page 2 of the Subrecipient Agreement*

**Grant Title:** See Part 1, page 2 of Subrecipient Agreement.

**Subrecipient Reference Number/Name:** See Part 1, page 2 of Subrecipient Agreement.

**Grantee Reference Number:** The Grant Reference Number (SCDNR), see Part 1, page 2 .

**Subrecipient Address:** Address of the Subrecipient .

**Performance Period:** The period covered for the requested reimbursement (*i.e.* 7/1/2018-9/30/2018).

**Report Number:** Please identify the **number** of the request for funds (*i.e.* 1= first request; 2=second request, etc. or **FINAL**).

**Prepared By:** Name/Title of individual completing the form.

**Email/Phone:** Email address and phone number of the preparer.

**Tax ID/DUNS#:** Enter your agencies Tax Identification Number and DUNS Number (*if registered*).

### SECTION II – FUNDING REQUEST

**Description:** Enter the name of the budget items (*i.e.* salaries, wages, fringe, equipment, repairs, insurance, contractual services, travel, etc.). Please include the indirect rate, budget amount and costs (*when applicable*).

**Budget:** Enter the budget amount for each item listed in the Description line (*i.e.* Salaries - \$400; Equipment - \$1000, etc.). The overall budget entered on this form must match the budget on Subrecipient Agreement

**Current Expenditures:** Enter the amount of the corresponding current expenditures for the stated period of performance.

**Prior Expenditures:** Enter the corresponding **cumulative** expenditures that were previously requested and reimbursed.

**Total Expended:** Represents the current and prior expenses combined (*this is a self-calculating column*).

**Remaining Budget:** The budget remaining after the current/prior expenses have been deducted (*this is a self-calculating column*).

**Cumulative Cost Share:** Please include the cumulative amount of the match/cost share for each applicable line item (*when match is required*).

**Signature:** Signature of authorized staff (*i.e.* Program Representative, PI), title and date.

Remit this form with the required support documentation (*see Agreement*) to [GrantSubmissions@dnr.sc.gov](mailto:GrantSubmissions@dnr.sc.gov) or the physical address noted in Section I of this form.

*\* The Reimbursement Calculation Worksheet is not a mandatory form. This form serves as a tool to assist in the calculation of the Grantee's share of the invoice (when cost share is applicable to the project).*



**South Carolina Department of Natural Resources  
Office of Grants Administration  
Subrecipient Financial Status Report and Request for Funds**

SECTION I – GENERAL INFORMATION						
Grant Title:			Subrecipient Reference Number/Name:			
Grantee Reference Number:			Subrecipient Address:			
Performance Period:		Report #:	City	State	Zip code	
Remit To: SCDNR-Office of Grants Administration P.O. Box 167 Columbia, SC 29202 or <a href="mailto:GrantSubmissions@dnr.sc.gov">GrantSubmissions@dnr.sc.gov</a>			Prepared By:	Email:  Phone:	Tax ID  Duns#:	
SECTION II – FUNDING REQUEST						
Description	Budget	Current Expenses	Prior Expenses	Total Expended	Remaining Budget	Cumulative Cost Share
IDC Rate:	Indirect Costs					
<b>Totals</b>						
<b>CURRENT REIMBURSEMENT AMOUNT REQUESTED</b>						

**CERTIFICATION**

I, a duly authorized signatory for the referenced Subrecipient, certify that the data reported above is correct and all spending is in accordance with the approved award and that the amount requested is not in excess of either current needs or cumulatively for the term of the award.

\_\_\_\_\_  
Agency Authorized Program Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SC Department of Natural Resources Approval:**

\_\_\_\_\_  
SCDNR Authorized Program Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*The SCDNR Program Manager has verified that deliverables have been completed as outline in the Agreement and the attached invoice(s) appear to be permissible.*

\_\_\_\_\_  
SCDNR Authorized Fiscal Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*The SCDNR Office of Grants Administration processed this request for funds on the above date*

# SC Department of Natural Resources Reimbursement Calculation Worksheet

Federal Percentage Rate: \_\_\_\_\_ %

Grantee Percentage Rate: \_\_\_\_\_ %

\*Enter the type of Transaction (i.e. equipment purchase,etc.) and the total dollar amount of the transaction.

The **Amount to be Reimbursed** and **Match Amount** fields will auto calculate base upon the federal and grantee percentage rate entered in the above noted fields.

* Type of Transaction	* Total Transaction Amount	Amount to be Reimbursed (by SCDNR)	Match Amount (Grantee Portion)
<b>Totals</b>			

**Total Requested Reimbursement:**

Period of Request for Reimbursement:

\_\_\_\_\_

\_\_\_\_\_ to \_\_\_\_\_

*Please note that the purpose of this Worksheet is to assist in the calculation of the grantee's match only. This worksheet does not replace the required support financial documentation stated in the Subrecipient Agreement (please see terms for financial reporting in Attachment B of the Subrecipient Agreement) .*

**OFFICIAL SEALED BID OPENING**  
**RFB 2019-02 – Pressure Wash, Caulk and Paint**  
**Isle of Palms Fire Station #2**  
10:00 a.m., Wednesday, March 13, 2019  
Council Chambers in City Hall  
1207 Palm Boulevard, Isle of Palms, South Carolina

Present: Douglas Kerr, Director of Building, Planning and Zoning  
Desirée Fragoso, Interim City Administrator  
Marie Copeland, City Clerk

Director Kerr announced the sealed bid opening for RFB 2019-01 – Pressure Wash, Caulk and Paint Isle of Palms, Fire Station #2. He stated that the bid had been advertised in *The Post and Courier* and on the City's website in accordance with the City's Procurement Ordinance. Addenda were issued on February 22 and on March 8, 2019.

<b><u>BIDDERS</u></b>		<b><u>PRICING</u></b>
IPW Construction Group LLC	<u>Base Price</u>	\$79,955.00
	<u>Alt 1</u> – Pressure wash, repaint bay area, paint roll-up and folding door	9,250.00
	<u>Alt 2</u> – Repair and replace rusted ductwork in bay area	15,950.00
	<u>Alt 3</u> – Replace rusted railing on roof top	8,355.00
Rahman's Painting & Repairs, LLC	<u>Base Price</u>	\$64,147.15
	<u>Alt 1</u> – Pressure wash, repaint bay area and paint roll-up and folding door	2,525.00 3,000.00
	<u>Alt 2</u> – Repair and replace rusted ductwork in bay area	3,432.10
	<u>Alt 3</u> – Replace rusted railing on roof top	4,475.15

The bids will be evaluated by Interim City Administrator Fragoso and Director Kerr; the award of the contract could be announced at the City Council meeting on March 26, 2019.

Respectfully submitted:

Marie Copeland  
City Clerk



682 JOHNNIE DODDS BOULEVARD, SUITE 100 | POST OFFICE BOX 1522  
MT. PLEASANT, SC 29464 | 843.849.0200  
WWW.THOMASANDHUTTON.COM

March 1, 2019

Mr. Douglas Kerr  
City of Isle of Palms  
P.O. Drawer 508  
Isle of Palms, SC 29451

Re: Phase 3 Internal Drainage Improvements  
City of Isle of Palms, South Carolina  
T&H J-27670.0000  
Letter Agreement for Services

Dear Mr. Kerr:

Pursuant to our meeting on February 25, 2019, you requested Thomas & Hutton perform the following scope changes, which were not included in our original Contract: An expansion of the Study, Alternatives Analysis, and Recommended Outfall Improvements Task from the Phase 3 Drainage Outfall Design and Permitting Contract.

The additional services to be provided will use the H&H modeling and analysis under the original scope to perform a more detailed analysis resulting in the identification, prioritization, and recommendation of drainage improvements to address existing flooding problems and inadequate drainage internal to the three Phase 3 basins. The total construction cost of the recommended improvements will amount to roughly the \$500,000 the City has budgeted for these projects. The Scope of Services includes:

1. A detailed study area analysis,
2. Identification of internal drainage improvement projects,
3. Prioritization of the identified improvement projects,
4. Opinions of probable cost (based on conceptual plans),
5. Recommendations based on the City's available funds, and
6. Miscellaneous consulting.

In order to provide the additional scope of work specified, we request a modification of our Contract. Our fee to perform the described scope change is \$23,300.

If acceptable, please indicate your authorization to proceed with this additional work by signing and initialing where designated below and returning a copy to us for our files. This proposal will be open for acceptance until April 1, 2019, unless changed by us in writing. Please note that no work will be performed without prior written authorization to proceed. This extra work is subject to the terms and conditions of the Contract executed for this Project dated January 16, 2019.

\_\_\_\_ Owner's Initials

\_\_\_\_ Consultant's Initials



Mr. Douglas Kerr  
City of Isle of Palms  
Letter Agreement for Services  
March 1, 2019  
Page 2

This proposal between The City of Isle of Palms (Owner), and Thomas & Hutton Engineering Co. ("Consultant"), consisting of the Consulting Services on a Time & Expense Basis Rate Sheet and Exhibit "A," represent the entire understanding between you and us with respect to the scope change. This agreement may only be modified in writing if signed by both of us.

We appreciate this opportunity to be of service to you on this Project. Should you have any questions or need further information, please do not hesitate to call on us.

Very truly yours,

**THOMAS & HUTTON ENGINEERING CO.**

By

  
Richard Karkowski, PE, PH, CPSWQ, D.WRE  
Water Resources Department Manager

RPK/ala

Enclosures: Exhibit "A"

**CITY OF ISLE OF PALMS**

ACCEPTED: \_\_\_\_\_, 2019

By \_\_\_\_\_

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
Owner's Initials

\_\_\_\_\_  
Consultant's Initials

EXHIBIT "A"

ADDITIONAL SERVICES OF CONSULTANT

If authorized by Owner in writing, Consultant shall furnish or obtain from others Additional Services of the following types that are not considered normal or customary Basic Services.

1. Revising previously fully approved and accepted studies (by regulatory agencies), reports, design documents or Contract Documents when such revisions are due to causes beyond Consultant's control.
2. Furnish the services of special consultant for other than the civil or structural engineering defined in the scope of services. Special services such as mechanical or electrical engineering, geotechnical exploration, underwater investigation, laboratory testing and inspections of samples, materials, and equipment.
3. Preparing to serve or serving as a consultant or witness for Owner in any litigation, public hearing or other legal or administrative proceeding involving the project.
4. Services after completion of the Construction Phase, such as inspections during any equipment, material, or construction guarantee period and reporting observed discrepancies under guarantees called for in any contract for the project.
5. If requested by Owner and agreed to in writing, a Resident Project Representative will be furnished and will act as directed by Consultant in order to assist in observing performance of the work of Contractor(s). Through more extensive on-site observations of the work in progress by the Resident Project Representative, Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of Contractor(s). However, the furnishing of such representation will not make Consultant responsible for construction means, methods, techniques, sequences, procedures or for safety precautions or programs, or for Contractor(s) failing to perform their work in accordance with the Contract Documents.

Owner's Initials

 Consultant's Initials