



**SOUTH CAROLINA OFFICE OF RESILIENCE
AMENDED and RESTATED**

ARPA SUBRECIPIENT AGREEMENT

**BETWEEN THE
SOUTH CAROLINA OFFICE OF RESILIENCE
AND
THE CITY OF CHARLESTON**

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is entered into this 1 day of April, 2022, by and between the South Carolina Office of Resilience and THE CITY OF CHARLESTON (aka the "Subrecipient"), with principal offices in CHARLESTON, SC, represented herein by ~~Mayor John J. Tecklenburg~~ Mayor William Cogswell, collectively the "Parties".

I) RECITALS

WHEREAS, On March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021, Public Law No. 117-2 (hereinafter "ARPA"); and

WHEREAS, The American Rescue Plan Act, in part, amends the Social Security Act (42 U.S.C. 601) by establishing Coronavirus State and Local Fiscal Recovery Funds in the amount of \$350 billion dollars for payments to States, Tribal governments and units of local government based on their populations; and

WHEREAS, The Fiscal Recovery Funds are intended to provide support to state, local, and tribal governments (together, recipients) in responding to the impact of COVID-19 and in their efforts to contain COVID-19 on their communities, residents, and businesses; and

WHEREAS, On May 10, 2021, the United States Department of the Treasury (hereinafter "US TREASURY") published guidance regarding the allowable usage of the Coronavirus State and Local Fiscal Recovery Funds (hereinafter "SLFRF") to be disseminated to local governments in accordance with the ARPA; and

WHEREAS, There is established in the State Treasury an account to be known as the ARPA Office of Resilience Account; and

WHEREAS, The Agency received \$100,000,000.00 on June 22, 2022, from the South Carolina Department of Administration, Executive Budget Office; and

WHEREAS, The funds in the ARPA Resilience Account must be used to complete stormwater infrastructure projects and acquisitions of property in the floodplain throughout the State to lessen the impacts of future flood events; and

WHEREAS, All expenditures, reimbursements, and funds awarded by the Office of Resilience (hereinafter, “SCOR”) must be in compliance with ARPA and the methods and guidance issued by the United States Department of the Treasury for the allocation and oversight of ARPA funding; and

WHEREAS, Awards to third parties (“Awardees”), defined as subrecipients and contractors, by SCOR are subject Federal and State of South Carolina rules and regulations, in particular, the terms of 2 C.F.R. Part 200 and the U.S. Treasury’s interim rule and final rule and all subsequent rules published; and

WHEREAS, the Subrecipient applied for and was granted an award by SCOR of \$4,600,00.00 for The Barberry Woods Restoration Project, which was memorialized by an ARPA Subrecipient Agreement entered into by the Parties on July 24, 2022 (“Original Agreement”); and

WHEREAS, the Secretary of The Treasury issued an interim final rule to, among other things, provide guidance regarding the amendment and replacement of contracts and subawards, clarifying that SCOR may only replace a contract or subaward entered into prior to December 31, 2024 if, among other requirements, SCOR and any subrecipient “mutually agree to terminate the contract or subaward for convenience”¹; and

WHEREAS, this Agreement revises the termination language to reflect the Secretary’s updated guidance; and

WHEREAS, this Agreement also clarifies a milestone to submit professional services documentation for the purpose of record-keeping; and

WHEREAS, this Agreement also corrects minor grammatical mistakes;

WHEREAS, the parties desire to amend and restate the Original Agreement, and this Agreement amends, restates, and supersedes the Original Agreement in its entirety; and

WHEREAS, for the benefit and ease of use of both Parties, except for minor grammatical mistake corrections, the inserted text is shown with a double-underline and deleted text is shown with a strike through.

NOW, THEREFORE, in consideration of the terms and mutual benefits and covenants contained herein, the parties agree as follows:

II) DEFINITIONS

- A. Unless otherwise defined in this Addendum, capitalized terms used in this Addendum shall have the meanings ascribed thereto in this Section II.
1. “ARPA” shall mean the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended.
2. “Administering Agency” shall have the meaning specified in 41 C.F.R. § 60-1.3.

¹ Coronavirus State and Local Fiscal Recovery Funds, 88 Fed. Reg. 80587 (Nov. 20, 2023) (amending 31 CFR Part 35).

3. "Construction Work" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[T]he construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.").
4. "Contract" shall mean the legal instrument by which Unit, as a Recipient or Subrecipient, shall purchase from Contractor property or services needed to carry out a project or program under a federal award, and of which this Addendum shall constitute an integral part.
5. "Contractor" shall mean the entity named as "Contractor" in this Addendum that has received a Contract from Unit.
6. "Federally Assisted Construction Contract" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[A]ny agreement or modification thereof between any Subrecipient and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government of the United States of America for a grant, contract, loan, insurance, or guarantee under which the Subrecipient itself participates in the construction work.").
7. "Government" shall have the meaning specified in 41 C.F.R. § 60-1.3.
8. "Ineligible Activity" shall mean any activity explicitly excluded for SLFRF funding as found in 31 C.F.R Part 35, a use of funds not provided in Exhibits B & C, or for any activities not explicitly listed in Exhibit B or C or this Agreement without documented approval from SCOR.
9. "Recipient" shall mean an entity that receives a federal award directly from a federal awarding agency. The term does not include applicant - subrecipients or individuals that are beneficiaries of an award.
10. "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
11. "Subcontract" shall mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of this Contract or a Subcontract. It includes, but is not limited to, purchase orders and changes and modifications to purchase orders.
12. "Subcontractor" shall mean an entity that receives a Subcontract.
13. "Subrecipient" shall mean an entity that receives a subaward from a pass-through entity to carry out part of a federal award; but it does not include an individual that is a beneficiary of such

award. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. "Subrecipient" is defined at 2 C.F.R. § 200.1 .

14. "Tier" shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.

III) REQUIRED AUDIT PROVISIONS FOR SLFRF GRANT

A) FEDERAL AWARD IDENTIFICATION

- 1) The funding award from SCOR to THE CITY OF CHARLESTON described below is for carrying out a portion of the Federal Award described in the above, Section I - Recitals. SCOR and the Subrecipient hereby enter into this Agreement (hereinafter the "Agreement") for an award of Federal State and Local Fiscal Recovery Funds (SLFRF) to THE CITY OF CHARLESTON.

SC Office of Resilience Contact Information:	Pamela Kendrick, Environmental & Infrastructure Program Manager Pamela.Kendrick@scor.sc.gov
Subrecipient's name:	THE CITY OF CHARLESTON
Subrecipient Unique Entity Identifier:	DFAMMXJFS5E3
Federal Award Identification Number (FAIN):	SLFRP5410
Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):	The American Rescue Plan Act ("ARPA") appropriated \$195.3 billion for payments from the Coronavirus State and Local Fiscal Recovery Fund ("SLFRF") to states through Treasury. Act § 602(a)(3)(A), ARPA § 9901, 135 Stat. 4, 224. The SLFRF program provides funding to support Covid-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control. The expected outcomes of these funds are for SCOR and local fiscal recovery funds program funding to make the necessary investments in water, sewer, or broadband infrastructure.
Is this award for Research and Development?	Y: ☐ or N: ☒
Funding Award Period of Performance:	Start Date: 08/15/2023 End Date: 11/30/2026
Funding Award Budget Period Start and End Date:	Start Date: 2/17/2023 End Date: 12/31/2026
Amount of Federal Funds Obligated to the subrecipient under this Agreement:	\$ 4,600,000.00* * In addition to the amount set forth here, the subrecipient will add and be responsible for the expenditure of \$8,400,00.00 of its own or direct leverage funds in accordance with the Commitment of Funds Letter and payment plan established and agreed upon by both parties.

Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:	U.S. Treasury
Assistance Listing Number No(s) (ALN) and Name(s):	21.027 Coronavirus State and Local Fiscal Recovery Funds
(If applicable) Describe the approach, goals, and types of projects being pursued. Where relevant, recipients should note how projects contribute to addressing climate change and/or how projects benefit disadvantaged communities in line with the Justice40 Initiative. See Executive Order 14008, On Tackling the Climate Crisis at Home and Abroad and the Interim Implementation Guidance for the Justice40 Initiative, OMB M-21-28.	Project Description: The project area on John's Island was once farm fields and forestry lots. It is now dense residential subdivisions and commercial developments, constructed in the early 2000s. Soon after construction, the area began to experience chronic flooding of roadways, yards, and structures during significant rainfall events. Flooding is attributed to a combination of undersized stormwater infrastructure and additional dense developments upstream and downstream of the neighborhood. Flooding causes property damage and completely restricts access to/from Barberry Woods neighborhood. Solution: The Barberry Woods Restoration Project will significantly reduce the severity and frequency of flooding by offering protection above a 25-year, 24-hour storm event. Project activities include improving an approximately 25-acre area into a wetland floodplain system and meandering creek that will increase water storage during storm events and improve drainage issues. The floodplain will be built on either side of the creek to create a natural habitat for vegetation and wildlife. Once construction is completed, this area will be open to the public as a passive ecological park and also provide flood mitigation for the surrounding communities. The park will consist of walking trails, birding locations, and educational information on how natural systems work to manage stormwater.

- 2) The State and Local Fiscal Recovery Funds program authorized by the American Rescue Plan Act provides funding to support Covid-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control; replace lost revenue for eligible State, local, territorial, and tribal governments to strengthen support for vital public services and help retain jobs; support immediate economic stabilization for households and businesses; to make necessary investments in water, sewer, and broadband infrastructure; and cover the cost of other eligible activities. activities to be performed. The end goal/expected outcomes of these funds are for SCOR and local fiscal recovery funds program funding to make the necessary investments in water, sewer, or broadband infrastructure.

B) ATTACHMENTS

The following project attachments are incorporated into this Agreement by reference and are hereby made part of this Agreement:

Exhibit A	U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS
Exhibit B	PROJECT SCOPE OF SERVICES AND DELIVERABLES
Exhibit C	TIMELINES AND PERFORMANCE GOALS
Exhibit D	PROJECT BUDGET

IV) TERMS OF AGREEMENT

A) PERIOD OF PERFORMANCE OF THIS AGREEMENT

1) LEVELS OF ACCOMPLISHMENT – Timeliness and Performance Goals

- (a) This Agreement shall be effective upon execution by all parties and will end December 31, 2026, unless sooner terminated pursuant to the terms hereof. The timely and expeditious use of funds is necessary to assure availability of American Rescue Plan Act of 2021 SLFRF funds for the project.
- (b) This Agreement shall be in effect and enforceable between the parties from the date of its execution to the end of the term. The End of Term shall be the latter of: (i) December 31, 2026, (ii) such later date as the Parties may agree to in a signed amendment to this Agreement; or (iii) the End of Term may be unilaterally extended by SCOR.
- (c) THE CITY OF CHARLESTON acknowledges and agrees that any suspension, cancellation, termination or otherwise unavailability of the ARPA allocation(s) shall result in the immediate suspension, cancellation, or termination of this Agreement, upon SCOR's notice to the Subrecipient.
- (d) THE CITY OF CHARLESTON shall complete the activities required under the Project Scope of Services and Deliverables in accordance with the timeframes and performance goals set forth in Exhibit C ("Timelines and Performance Goals") of this Agreement, which is attached and made an integral part of this Agreement.
- (e) If THE CITY OF CHARLESTON fails to meet the deadlines set forth in this section all undisbursed grant funds may be de-obligated and reverted back to SCOR for reallocation to other eligible projects at the sole discretion of SCOR. In the event that deadlines are met for only a portion of the Project, only that portion of the Project shall be eligible for grant funds. The grant amount will be adjusted based on the amount of the contract or contracts awarded in compliance with the deadlines in proportion to total construction cost for the Project as identified in the funding application.

- (f) No action or motion will be required by SCOR to allow for the reduction of grant funds as set forth herein. SCOR will prepare the grant amendment with the new reduced grant amount. THE CITY OF CHARLESTON is required to sign the Amendment or risk forfeiture of all SLFRF grant funds.

2) ELIGIBLE USE OF FUNDS AND AMENDMENTS TO AGREEMENT:

- (a) As a condition of receiving this funding, THE CITY OF CHARLESTON shall administer the Barberry Woods Restoration Project and perform the activities detailed in Exhibit B ("Project Scope of Services and Deliverables") of this Agreement. The Agreement may be amended by the written consent of both Parties. The Subrecipient shall complete the activities in a manner satisfactory to SCOR and shall be consistent with the terms and conditions of this Agreement and shall conform to all applicable Federal, state, and local statutes, regulations, and ordinances. The Subrecipient may be financially liable for the execution of any activities outside of the Scope of Services and Deliverables of this Agreement.
- (b) THE CITY OF CHARLESTON may only carry out the activities described in Exhibit B and permissible under the terms of this Agreement. The Subrecipient is prohibited from charging to the program any costs for unapproved activities unless the activities are authorized or modified by an applicable waiver or alternative requirement by the Federal Register Notices governing this Agreement. The Subrecipient is strictly prohibited from using funds allocated from this Agreement or personnel employed in the administration SLFRF activities for political activities, inherently religious activities, or lobbying.

3) NONPERFORMANCE STANDARD

- (a) If at the end of the six (6) months from the date of execution, as defined above, the program activity has not begun, or at any time during the project, project activities have not accomplished the performance objectives set forth by the SCOR in Exhibit C, SCOR, may, at its discretion, terminate this Agreement, de-obligate funds made available under this agreement, and/or recapture funds previously expended by THE CITY OF CHARLESTON under this Agreement from non-federal funds.
 - (i) Exception: If, do to justifiable extraneous circumstances, THE CITY OF CHARLESTON is unable to achieve the performance objectives set forth by SCOR in Exhibit "C" – the Subrecipient must submit to SCOR an explanation thereof for SCOR consideration.
- (b) In the event that deadlines are met for only a portion of the Barberry Woods Restoration Project, only that portion of the Project shall be eligible for funds. The amount will be adjusted based on the amount of the contract or contracts awarded in compliance with the deadlines in proportion to total construction cost for the Project as identified in the funding application.

- (c) No action or motion will be required by SCOR to allow for the reduction of funds as set forth herein. SCOR will prepare the amendment with the new reduced amount. The Subrecipient is required to sign the Amendment or risk forfeiture of all SLFRF.

B) SCOPE OF WORK AND PERFORMANCE PROVISIONS

1) INSPECTIONS AND MONITORING:

- (a) THE CITY OF CHARLESTON shall complete all activities in Exhibit B in accordance with the Budget (Exhibit D) attached herein. The Budget, as put forward in Exhibit D is made integral part of this Agreement, and as such, the Budget may be amended as provided herein.
- (b) SCOR shall monitor the performance of THE CITY OF CHARLESTON as necessary to ensure that the ARPA funds awarded to the Subrecipient are used for authorized purposes, in compliance with all program requirements. Federal statutes, regulations, as are applicable to subrecipients, and that the terms and conditions of this Agreement are complied with, including adherence to Exhibit C, and performance is limited to those activities included in Exhibit B, and funding for the project Budget set forth in Exhibit D.
- (c) SCOR may require a more detailed budget breakdown than the one contained herein, and THE CITY OF CHARLESTON shall provide such supplementary budget information within 15 days of such request in the form and content prescribed by the SCOR.
- (d) THE CITY OF CHARLESTON shall permit SCOR and auditors to have access to THE CITY OF CHARLESTON'S records and financial statements as necessary for SCOR to meet the requirements of 2 C.F.R. § 200, et. seq. THE CITY OF CHARLESTON must submit to monitoring of its activities by SCOR as necessary to ensure that the funding is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement.
- (e) THE CITY OF CHARLESTON shall also comply with all applicable laws, SCOR policies and procedures as established in the ASIP Subrecipient Grant Administration Manual and amendments, as well as the SCOR ASIP Policy & Procedures Manual. SCOR policies and procedures are herein incorporated and made integral part of this Agreement, which includes updates as they occur.
- (f) THE CITY OF CHARLESTON is responsible for conducting an NEPA environmental review in accordance with 40 CFR 1500-1508 regulations and a Section 106 review where applicable in accordance with 36 CFR 800. The ASIP Subrecipient is responsible for completing a NEPA/Section 106 environmental review, with or without assistance from a third party, and certifying the results. The Subrecipient must submit the completed environmental review to SCOR for review and approval.
- (g) THE CITY OF CHARLESTON agrees to use the funds to undertake Barberry Woods Restoration Project, which shall be performed in accordance with the description of work

attached hereto as Exhibit B, and by this reference made part hereof. No expenditures may be incurred outside of the attached workplan without prior approval by SCOR. Eligible costs incurred prior to the effective grant award date are eligible for reimbursement, if incurred after March 3, 2021.

- (h) SCOR and THE CITY OF CHARLESTON agree that all obligations under this Agreement are conditioned upon satisfactory compliance with the requirements outlined in the Statement of Assurances as well as provided in Exhibit A which must be performed in compliance with the federal American Rescue Plan Act of 2021 (ARPA) and the U.S. Department of the Treasury Coronavirus SLFRF Award Terms and Conditions attached hereto as Exhibit A and by this reference made a part hereof.
- (i) This review must include: (1) reviewing financial and performance reports required by SCOR; (2) following-up and ensuring that THE CITY OF CHARLESTON takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from SCOR as detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this award provided to the Application from SCOR as required by 2 C.F.R §200.521.
- (j) THE CITY OF CHARLESTON shall transfer to SCOR any remaining SLFRF funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2) CORRECTIVE ACTIONS

- (a) SCOR may issue management decisions and may consider taking enforcement actions, including but not limited to corrective actions listed in 2 C.F.R. § 570.910 if noncompliance is detected during monitoring and audits. SCOR may require THE CITY OF CHARLESTON to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient detected through audits, on-site reviews, and other means. A timely and appropriate action shall be predicated on reasonable standard wherein the Subrecipient utilizes all available resources to correct the noted issue or issues.
- (b) In response to audit deficiencies or other findings of noncompliance with this Agreement, SCOR may impose additional conditions on the use of the SLFRF to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. If SCOR determines corrective actions will not be sufficient, SCOR reserves the right to rescind this Agreement or take over the identified project as a state-run rather than a subrecipient-run project.

**C) PAYMENT, REQUEST FOR REIMBURSEMENT, CERTIFICATION, AND
DISALLOWANCE OF PROGRAM INCOME**

1) BUDGET AMOUNT AND RESTRICTIONS:

- (a) This grant is made for the purpose of the Barberry Woods Restoration Project and payment will be made by SCOR after the review of eligible project costs.
- (b) It is expressly agreed and understood that the total amount to be paid by SCOR ASIP funds under this Agreement shall not exceed \$ 4,600,000.00.
- (c) Subrecipient acknowledges and agrees that leveraged funds, \$8,400,000.00, shall exclusively be used for the ASIP project approved by SCOR and in accordance with the Federal Register, and ASIP Policies and Procedures.
 - (i) Ineligible expenditures of SCOR ASIP Funding or leverage funds include maintenance activities and the administration of activities used for political activities, inherently religious activities, or lobbying.
- (d) Subrecipient accepts full responsibility for any and all cost overruns in excess of the total amount granted, \$4,600,000.00. At SCOR's discretion and subject to available remaining ARPA – SLFRF funds assigned to SCOR, up to 10 percent of the overage may be supplemented by SCOR.
- (e) Subrecipient is aware of the procurement requirements set forth in the ARPA and described more fully in 2 C.F.R. 200.317 through 200.327.

2) REQUESTS FOR REIMBURSEMENTS:

- (a) THE CITY OF CHARLESTON shall submit to SCOR periodic invoices to request reimbursement for payment of services, activities, or project deliverables under this Agreement that are consistent with the approved Budget (hereinafter, the "Request for Reimbursement") and the Project Scope of Services and Deliverables. The final invoice must be submitted by the Subrecipient at Project Completion.
- (b) THE CITY OF CHARLESTON shall submit the Request for Reimbursement to SCOR with the content specified as required by SCOR. The Request for Reimbursement must be submitted with all supporting invoices, bills, time sheets, quarterly reports, and any other document necessary to justify the payment, or any other supporting document requested by SCOR. The Request for Reimbursement must also be accompanied by documentation from THE CITY OF CHARLESTON demonstrating that all procurements for which reimbursement is submitted, have been made in accordance with this Agreement, and that Subrecipient has complied with requirements of the South Carolina Procurement Code, and 2 C.F.R. § 200.318-327, as applicable.

- (c) If SCOR determines that the submitted Request for Reimbursement and supporting documents are acceptable, then the invoice shall be approved for payment. An authorized representative of SCOR shall review each Request for Reimbursement and, if adequate, shall approve and process its payment. Payment shall be made by check, ACH payment, or where previous approval has been received, electronic funds transfer (EFT). SCOR reserves the right to conduct any audit it deems necessary.
- (d) In order for THE CITY OF CHARLESTON to receive payment under this Agreement, the following certification must be included in the Request for Reimbursement submitted to the SCOR:
 - (i) **"Under penalty of absolute nullity, I certify that no public servant of THE CITY OF CHARLESTON is a party to or has an interest in the profits or benefits that are the product of this invoice, nor do they have an interest in or a party to the profits or benefits of resulting from the contract subject of this invoice. The sole consideration to furnish the contracted services, activities, and/or project deliverables is the payment agreed upon with the authorized representatives of the parties. The amount that appears in the invoice is fair and correct. The work has been performed, the services, activities, and/or project deliverables have been delivered and the services rendered, and no payment has been received for the same."**

3) PROGRAM INCOME:

- (a) The Uniform Guidance outlines the requirements that pertain to program income at 2 C.F.R. 200.307. Treasury has clarified in its Final Rule FAQs that recipients may add program income to the Federal award. Any program income generated from SLFRF must be used for the purposes and under the conditions of the Federal award.

D) RISK ASSESSMENTS, MONITORING AND REMEDIES

1) MONITORING AND RISK ASSESSMENTS:

- (a) Risk assessments will be ongoing throughout the project period. THE CITY OF CHARLESTON agrees to allow SCOR to monitor the project to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of SCOR, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews.
- (b) THE CITY OF CHARLESTON agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Subrecipient understands and agrees that the requirements and conditions under this award may change as a result of the risk assessment/monitoring process.

- (c) All services, activities, and/or project deliverables shall be performed in accordance with the ARPA statute, regulations, and other applicable state and federal laws and regulations. THE CITY OF CHARLESTON shall comply with all applicable SCOR policies.

2) REMEDIES:

- (a) In the event of noncompliance with section 602 of the Act, other applicable laws, or SCOR's ARPA-Funded Stormwater Infrastructure Program (ASIP) Policy and/or Procedure Manual, or failure to perform under the award, SCOR has the authority to apply remedies, including but not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by THE CITY OF CHARLESTON, debarment, or other remedies.
- (b) Further, if SCOR determines that the Subrecipient has failed to comply with the requirements of this agreement, the amount equal to the amount of funds used in violation shall be subject to recoupment and will be repaid to SCOR as provided in section 602(e) of the Act.

E) RETENTION AND INSPECTION OF RECORDS

1) RETENTION:

- (a) THE CITY OF CHARLESTON agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by SCOR.
- (b) THE CITY OF CHARLESTON shall retain such records for a period of five years after the date of the submission of the final expenditure report, or December 31, 2031, whichever is earlier cessation date.

2) INSPECTION:

- (a) SCOR, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of THE CITY OF CHARLESTON for purposes of interview and discussion related to the records, books, papers and documents. SCOR Proprietary Information, which shall include all information disclosed to THE CITY OF CHARLESTON by SCOR, shall be retained in THE CITY OF CHARLESTON'S secondary and backup systems and shall remain fully subject to the obligations of confidentiality SCOR herein until such information is erased or destroyed in accordance with THE CITY OF CHARLESTON'S established record retention policies.
- (b) All payments to THE CITY OF CHARLESTON by SCOR are subject to site review and audit as prescribed and carried out by SCOR. Any over payment under this Agreement

shall be returned to SCOR within thirty days after written notification to THE CITY OF CHARLESTON.

F) AUDIT REQUIREMENTS

1) SUBRECIPIENT RESPONSIBILITIES:

- (a) THE CITY OF CHARLESTON shall be responsible for payment of any and all audit exceptions which are identified by SCOR. SCOR may conduct an agreed upon procedures engagement as an audit strategy. THE CITY OF CHARLESTON may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. § 200.84, at the discretion of SCOR.
- (b) Any deficiencies noted in audit reports must be fully cleared by THE CITY OF CHARLESTON within thirty (30) days after receipt by THE CITY OF CHARLESTON. Failure of THE CITY OF CHARLESTON to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments and/or termination.

G) SUBRECIPIENT ATTESTATION

- 1) By signing this Agreement, THE CITY OF CHARLESTON attests to the following requirements:
 - (a) An effective internal control system is employed by the recipient's or THE CITY OF CHARLESTON'S organization; and
 - (b) THE CITY OF CHARLESTON is in compliance with the Federal Single Audit Act and 2 C.F.R. part 200, subpart F regarding audit requirements.
 - (i) If the Subrecipient expends less than \$750,000 during any Subrecipient fiscal year, SCOR may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.
 - (c) For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Subrecipient shall resolve all interim audit findings to the satisfaction of the auditor. The Subrecipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., SCOR or its contractor(s) may perform.
 - (d) The Subrecipient shall be responsible for payment of any and all audit exceptions which are identified by SCOR. SCOR may conduct an agreed upon procedures engagement as an audit strategy. The Subrecipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of SCOR.

- (e) If applicable, the Subrecipient agrees to fully comply with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards. 2 C.F.R. Part 200 (Uniform Administrative Requirements
 - (f) It possesses legal authority to apply for the grant and to execute the proposed project.
 - (g) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the Subrecipient's chief executive officer to act in connection with the application and to provide such additional information as may be required.
- 2) THE CITY OF CHARLESTON further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to SCOR and resolved to their satisfaction prior to signing this Agreement.

H) CLOSEOUT

- 1) Fund proceeds will be disbursed upon receipt of Subrecipient payment requests and invoices to support such requests, throughout the project and after determining that the requested payment and invoices are for costs that meet the eligibility outlined in the workplan.
- 2) THE CITY OF CHARLESTON will designate, in writing, an official to certify on Subrecipient's behalf that the request submitted is correct and is a valid expenditure under the workplan.
- 3) THE CITY OF CHARLESTON will submit a signed request for disbursement along with invoices to support the request. The request for disbursement will be submitted to such person or persons as SCOR may designate for approval.
- 4) All requests for disbursement for eligible costs under this Agreement not presented within ninety (90) days after the completion of the term of this Agreement or on or before December 31, 2026, are barred from payment.

V) STANDARD CLAUSES

A) STATEMENT OF ASSURANCES

- 1) The Subrecipient hereby assures and certifies, where applicable, that:
 - (a) It possesses legal authority to apply for the grant and to execute the proposed project.
 - (b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the Subrecipient's chief

executive officer to act in connection with the application and to provide such additional information as may be required.

- (c) Its chief executive officer or other officer of Subrecipient approved by the State:
 - (i) Consents to assume the status of a Responsible Entity under the National Environmental Policy Act of 1969, as amended, (NEPA) and other provisions of Federal law, as specified in 24 § C.F.R. Part 58.
 - (ii) Is authorized and consents on behalf of the Subrecipient and him or herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his or her responsibilities as such an official.
- (d) It will adhere to the principles and standards governing the application for, acceptance, and use of funds under this document as set forth in the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards codified at 2 C.F.R. § 200, which supersedes OMB Circulars Number A-87, A-102, and A-133, Revised.

B) ASSURANCE REQUIREMENTS

- 1) The Subrecipient hereby assures it will comply with:
 - (a) Generally, if a project is funded solely with SLFRF, State, Local or private dollars then federal Davis-Bacon requirements will not be triggered. However, where the provisions of Davis-Bacon Act are required, (see SCOR Subrecipient Policies & Procedures, 31 C.F.R. 35, and SLFRF Final Rule FAQ (July 2023) #6.15 for more information) all transactions regarding this agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Moreover, contractors are required to pay wages not less than once a week.
 - (i) Where certification is NOT required nor provided, a subrecipient and/or contractor must provide a project employment and local impact report detailing:
 - (1) The number of employees of contractors and sub-contractors working on the project; and
 - (2) The number of employees on the project hired directly and hired through a third party; and
 - (3) The wages and benefits of workers on the project by classification; and
 - (4) Whether those wages are at rates less than those prevailing.
 - (ii) Recipients, subrecipients and contractors must maintain sufficient records to substantiate this information upon request.

- (b) Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. 327—334) requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a workweek.
- (c) Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed workweek.
- (d) Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145) requiring Contractor and any Subcontractors performing work under the Contract to comply with 18 U.S.C. § 874. Unit shall report all suspected or reported violations to Treasury.
- (e) For any purchase of real or personal property with SLFRF must be consistent with the Uniform Guidance at 2 C.F.R. Part 200, Subpart D, unless stated otherwise by Treasury.
- (f) It will comply with all requirements imposed by the State concerning special requirements of law, program requirements, and other administration requirements, approved in accordance with the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
- (g) It will comply with:
 - (i) Age Discrimination in Employment Act of 1975;
 - (ii) Equal Pay Act of 1963, as amended;
 - (iii) Fair Labor Standards Act of 1938, as amended;
 - (iv) Immigration Reform and Control Act of 1986, as amended;
 - (v) South Carolina Wages Act, S.C. Code § 37-10-10, et seq., as amended;
 - (vi) South Carolina Illegal Immigration Reform Act, including without limitation Chapters 14 & 29.

2) COST PRINCIPLES:

- (a) If applicable, THE CITY OF CHARLESTON agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2 C.F.R. Part 200 (Uniform Administrative Requirements) and 2 C.F.R. Subpart E.

3) TERMINATION:

- (a) ~~This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event THE CITY OF CHARLESTON breaches any of the terms or conditions hereof, this Agreement may be terminated by SCOR for cause at any time, with or without notice and THE CITY OF CHARLESTON shall be obligated to reimburse SCOR for any funds theretofore improperly expended by or for the benefit of or any part thereof, and if not promptly paid SCOR may pursue all rights and remedies under any applicable laws or regulations. Upon termination of this Agreement, all accounts and payments shall be~~

~~processed according to financial arrangements set forth herein for services rendered to date of termination.~~

- (a) FOR CONVENIENCE: SCOR or THE CITY OF CHARLESTON may, at any time, terminate the Agreement in whole or in part for convenience and without cause. Termination of the Agreement by SCOR or THE CITY OF CHARLESTON shall be commenced upon thirty (30) days written notice of the termination specifying the part of the Agreement terminated and when termination becomes effective. Delivery of written notice that shall be acceptable via U.S. Mail, electronic mail, and facsimile.
- (i) Upon receipt of notice of such termination for convenience, the other respective party shall (as applicable per the terminating party):
 - (1) cease operations as directed by SCOR in the notice;
 - (2) take actions necessary for the protection and preservation of the Work;
 - (3) ensure all payments are made for Work initiated prior to the termination of the Agreement;
 - (4) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and
 - (5) complete the performance of the Work not terminated, if any.
- (b) NOTICE: In the event THE CITY OF CHARLESTON breaches any of the terms or conditions hereof, this Agreement may be terminated by SCOR for cause at any time, with or without notice and THE CITY OF CHARLESTON shall be obligated to reimburse SCOR for any funds theretofore improperly expended by or for the benefit of or any part thereof, and if not promptly paid, SCOR may pursue all rights and remedies under any applicable laws or regulations. Upon termination of this Agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

2) FUNDING:

- (a) This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the South Carolina General Assembly for this purpose. If for any reason the General Assembly fails to appropriate funds or expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by SCOR. Termination for any of these reasons is not a default by SCOR nor does it give rise to a claim against SCOR.

3) ASSIGNMENT AND AMENDMENT:

- (a) This Agreement may not be assigned without the express prior written consent of SCOR. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.

4) CONTROLLING LAW:

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the NINTH CIRCUIT COURT of South Carolina.

5) SUPERCESSION:

- (a) All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

6) SEVERABILITY:

- (a) In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

7) NOTICE:

- (a) Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of SCOR, and by THE CITY OF CHARLESTON, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

8) SUB-CONTRACTORS/SUB-SUBRECIPIENTS:

- (a) THE CITY OF CHARLESTON will not use subcontractors or other Subrecipients to perform work under this Agreement without the express prior written consent from SCOR. SCOR reserves the right to complete a risk assessment on any proposed sub-contractor or Subrecipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.
- (b) In any subcontract entered into under this Agreement, THE CITY OF CHARLESTON shall include all applicable Agreement provisions, and shall follow SCOR policy and procedures, to include updated future revisions as may occur. THE CITY OF CHARLESTON shall also require all its vendors, contractors, or consultants to included SCOR's Agreement terms, to include language pertaining to termination for convenience by SCOR. Such terms shall also be applicable to all lower-tiered subcontractors. These

Agreement provisions include 2 C.F.R. § 200, et seq., and Statement of Assurances as enumerated herein.

- (c) THE CITY OF CHARLESTON will include provisions in its subcontracts requiring its subcontractors and Subrecipients to comply with all of the applicable provisions of this Agreement, to indemnify SCOR, and to provide insurance coverage for the benefit of SCOR in a manner consistent with this Agreement. THE CITY OF CHARLESTON its subcontractors, Subrecipients, agents, and employees shall comply with applicable federal, SCOR and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. SCOR, at its option, may require the vetting of any subcontractors and Subrecipients. THE CITY OF CHARLESTON is required to assist in this process as needed.
- (d) THE CITY OF CHARLESTON shall maintain oversight of all activities authorized per this Agreement and shall ensure that any procured subcontractor perform accordingly to the terms and conditions of this Agreement, and all Federal, state, and local laws, regulations and policies are followed.
- (e) Requirements:
 - (i) Monitoring: THE CITY OF CHARLESTON will monitor all subcontracted services on a regular basis. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence. For any areas of noncompliance, follow-up actions shall be also summarized in written reports and documented.
 - (ii) Content: THE CITY OF CHARLESTON shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - (iii) Selection Process: THE CITY OF CHARLESTON shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with South Carolina Consolidated Procurement Code, and procurement standards set forth in the Uniform Guidance at 2 C.F.R. 200.317 through 2 C.F.R. 200.327, unless stated otherwise by Treasury.
 - (iv) SCOR shall have a vote in the final selection of THE CITY OF CHARLESTON'S vendors, contractors or service providers.
 - (v) Executed copies of all subcontracts shall be forwarded to SCOR, along with documentation regarding the selection process, and compliance with SC Consolidated Procurement Code, and procurement standards set forth in the Uniform Guidance at 2 C.F.R. 200.317 through 2 C.F.R. 200.327, unless stated otherwise by Treasury.
 - (vi) The Uniform Guidance establishes in 2 C.F.R. 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 C.F.R. 200.320, which allows

for non-competitive procurements only in certain circumstances. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 C.F.R. 200.317 through 2 C.F.R. 200.320. The Uniform Guidance, pursuant to 2 C.F.R. 180, requires an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

- (vii) Where a vendor, contractor, service provider, or consultant is to be selected by a voting panel, SCOR shall be a voting member of that panel and exercise one vote on the panel.

9) SCOR'S RIGHT TO REJECT:

- (a) SCOR reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

10) CONFLICT OF INTEREST:

- (a) THE CITY OF CHARLESTON agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest.
- (b) In the procurement of supplies, equipment, construction, and services by recipients and by sub recipients, the conflict-of-interest provisions in 2 C.F.R. § 200.317, and 200.318 through 200.327 must hereto be adhered.
- (c) It is presumed that THE CITY OF CHARLESTON is subject to state and local ethic laws and regulations related to the conduct of its officers, employees, or agents engaged in the award and administration of this Agreement.
- (d) In the event THE CITY OF CHARLESTON is not subject to subsection 'c' enumerated above, THE CITY OF CHARLESTON shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of this Agreement. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would rise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or Parties to sub-agreements. However, recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

- (e) Clause of Governmental Ethics Certification of Absence of Conflict of Interests - THE CITY OF CHARLESTON certifies that: (1) No public server of THE CITY OF CHARLESTON has pecuniary interest in this contract. (2) No public server of THE CITY OF CHARLESTON has solicited or accepted, directly or indirectly, for him/her, for any member of their family or for any other person, gifts, allowances, favors, services, donations loans or any other thing of monetary value. (3) No public server of THE CITY OF CHARLESTON related to this transaction, asked for or accepted any good of economic value, from any person or organization as payment for the duties and responsibilities of his employment. (4) No public server of THE CITY OF CHARLESTON has solicited, directly or indirectly, for him/her, any member of their family, neither for any other person, business or organization, any good of economic value, including gifts, loans, promises, favors or services in exchange for his obligations and performance of said public employment, to influence or favor any organization. (5) No public server of THE CITY OF CHARLESTON has kinship relationship, within the fourth degree of consanguinity and second by affinity, with nobody in public employment that has faculty to influence and to participate in the institutional decisions of this contract.

11) TERMS:

- (a) By accepting this Agreement, THE CITY OF CHARLESTON assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by SCOR shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination.

12) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

- (a) THE CITY OF CHARLESTON certifies, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any SCOR or local government department or agency. THE CITY OF CHARLESTON further agrees that it will immediately notify SCOR if during the term of this Agreement it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any SCOR or local government department or agency.

II) SPECIFIC CLAUSES

A) PROJECT REPRESENTATIONS AND COVENANTS

1) REDUCTION OF PROJECT COSTS:

- (a) If all or a portion of the Project is canceled or scaled back and the costs of the Project are thereby reduced, or if for any reason THE CITY OF CHARLESTON will not require the full amount of the funded amount, THE CITY OF CHARLESTON shall promptly notify SCOR and return the portion of the fund which will not be needed within 5 business days of notification to SCOR.

- (b) No action or motion will be required by SCOR to allow for the reduction of funds as set forth herein. SCOR will prepare the amendment with the new reduced amount. THE CITY OF CHARLESTON is required to sign the Amendment or risk forfeiture of all SCOR SLFRF.

2) LEVERAGE FUNDS:

- (a) All local leverage funds to be used are not from federal funding sources. Local governments may use their local funds, including local SLFRF as leverage funding sources.

B) HOLD HARMLESS

- 1) SCOR acknowledges that units of general local government are prohibited from entering into an indemnification agreement, therefore, THE CITY OF CHARLESTON shall require and ensure that any THE CITY OF CHARLESTON'S vendor or contractor agrees to and shall hold harmless, defend (with counsel acceptable to the SCOR) and indemnify SCOR and any of their employees, officers, directors, attorneys, consultants, agents, managers, and affiliates, from and against any and all damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, and losses of any form or nature arising from or related to the conduct of THE CITY OF CHARLESTON'S vendor or contractor in the performance of the efforts called for in this Agreement.
- 2) This indemnity shall expressly include, but is not limited to, the obligation of THE CITY OF CHARLESTON'S vendors or contractors to indemnify and reimburse SCOR for all attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in SCOR 's enforcement of this Agreement, or any portion thereof, arising in connection with THE CITY OF CHARLESTON'S vendor or contractor breach, violation, or other non-compliance with this Agreement. This clause shall survive indefinitely the termination of this Agreement for any reason.

C) NOTICES

All notices, pursuant to this Agreement shall be in writing. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice. Communication and details concerning this Agreement shall be directed to the following contract representatives:

AUTHORIZED SIGNATURES:

IN WITNESS THEREOF, the Parties hereto execute this Agreement in the place and on the date first above written.



S.C. Office of Resilience Representative
Name: Benjamin I. Duncan, II
Title: Chief Resilience Officer
4/1/2024

Date



Subrecipient Representative
Name: William Cogswell
Title: Mayor of Charleston
3/13/2024

Date

- | | |
|------------------|---|
| Exhibit A | U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS |
| Exhibit B | PROJECT SCOPE OF SERVICES AND DELIVERABLES |
| Exhibit C | TIMELINES AND PERFORMANCE GOALS |
| Exhibit D | PROJECT BUDGET |

Exhibit A

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on November 30, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. All recipients of federal funds must complete financial, performance, and compliance reporting and Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1.
4. Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.
5. Maintenance of and Access to Records
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five years, until December 31, 2031, after all funds have been expended or returned to Treasury, whichever is later.
6. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

7. Conflicts of Interest. Subrecipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Subrecipients must disclose in writing to Treasury or SCOR, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
8. Compliance with Applicable Law and Regulations.
 - a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170 pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. All contracts made by a Subrecipient in excess of \$100,000 with respect to water, sewer, stormwater or broadband infrastructure project that involve employment of mechanics or laborers must include a provision for compliance with certain provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- c. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity.) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by SCOR and local governments or instrumentalities or agencies thereto.
- 9. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 10. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Exhibit B

PROJECT SCOPE OF SERVICES & DELIVERABLES

1. The Subrecipient shall complete the following scope deliverables during the Term:
 - A. Final Design
 - B. Complete Environmental Assessment in compliance with NEPA and NHPA
 - C. All required Permits
 - D. Successful Bid Process and Selection
 - E. Construction Complete
 - F. Project Close Out
2. The Subrecipient may only carry out activities described in this agreement. The Subrecipient is prohibited from charging to the subaward the costs of ASIP ineligible activities* in accordance with the Federal Register and SCOR ASIP Policies and Procedures, and from using funds provided herein or personnel employed in the administration of activities under this agreement, for political activities, inherently religious activities, or lobbying.
3. The project scope should adhere to the description of proposed work provided within the attached ASIP Project Application and Supplemental Documentation and should generally include:
 - A. Improvements to a 25-acre wetland floodplain system and a meandering stream that will increase water storage during storm events to improve drainage issues in the Barberry Woods area.
 - B. Build floodplain on either side of the creek to create natural habitat for vegetation and wildlife.
 - C. Design walking trails, birding locations, and educational information locations on how natural systems work to manage stormwater.

The City of Charleston shall be solely responsible for costs incurred through ineligible activities without documentation of SCOR prior approval of the activity. Neither match funds nor SLFRF funds will be provided to cover ineligible activity costs.

** See Definition of “ineligible activities” as provided in Section II of this Agreement (see Page 2).*

Exhibit C

TIMELINE AND PERFORMANCE GOALS

PROJECT TIMELINE

The Subrecipient shall adhere to the following deadlines for the project:

Activity	Deadline
Submit to SCOR Procurement of Professional Services for review	August 2023
Documentation of Procurement of Professional Services Documentation	February 2024
Provided to SCOR for full Project Record Retention	
Completion of Engineering Design & Environmental Review	September 2024
Permitting Complete	September 2024
Procurement of Bids	November 2024
Start of Construction	January 2025
Construction Complete	August 2026
Project Closeout	November 2026

PERFORMANCE GOALS

The Subrecipient shall demonstrate active efforts to meet the activity deadlines as outlined in the table above. These efforts should be demonstrated via regularly scheduled coordination calls with the Subrecipient and SCOR, as well as required periodic written reports. The Subrecipient shall provide period reports to SCOR as follows:

1. Prior to Construction Completion, the Subrecipient shall provide the following written documentation:
 - a. Monthly status updates due on the 1st of each month for the prior month.
 - b. Quarterly performance metric updates:
 - i. January – March: Due April 1st
 - ii. April – June: Due July 1st
 - iii. July – September: Due October 1st
 - iv. October – December: Due January 1st
2. After Construction Completion, until Project Closeout is complete, the Subrecipient shall provide the following written documentation:
 - a. Quarterly performance metric updates:
 - i. January – March: Due April 1st
 - ii. April – June: Due July 1st
 - iii. July – September: Due October 1st
 - iv. October – December: Due January 1st
3. The Subrecipient shall provide a written report documenting grant closeout no later than 90 days following Project Completion and in no event later than December 1, 2026. The grant closeout report must be received by SCOR prior to final reimbursement to the Subrecipient.

Exhibit D

PROJECT BUDGET

1. In accordance with the ASIP Application and Supplemental Documents, Appendix C, the following are eligible project expenses for reimbursement, incurred in the Period: May 2023 – July 2025. Reimbursement expenses are not to exceed the total ASIP award amount.

Project Activity	Estimated Cost
Development	\$2,600,000.00
Engineering Design	\$1,500,000.00
Permitting	\$100,000.00
Construction (Excluding Maintenance Activities)	\$7,600,000.00
Construction Engineering Inspection (CEI)	\$500,000.00
Contingency (10%)	\$700,000.00
Total Estimated Project Budget	\$13,000,000.00

Eligible Project Activity using SCOR ASIP funds

Construction (Excluding Maintenance Activities) - \$7.6 M

Eligible Project Activities using Leverage Funds

Construction (excluding Maintenance)

Construction Administration

Construction Contingency (10%)

Project Activities not Eligible for Leverage Funds

Engineering Design

Permitting

2. The Subrecipient may only carry out activities described in this agreement. The Subrecipient is prohibited from charging to the subaward the costs of ASIP ineligible activities in accordance with the Federal and State regulations and the SCOR ASIP Policies and Procedures Manual, and from using funds provided herein or personnel employed in the administration of activities under this agreement, for political activities, inherently religious activities, or lobbying.