



Subrecipient Grant Agreement Cover Sheet

Cost reimbursement grant agreement between the South Carolina Office of Resilience Disaster Recovery Division (SCOR) and City of Sumter

Begin Date:

May 1, 2021

End Date:

July 31, 2024

Subrecipient Legal Entity Name:

City of Sumter

Project ID:

IP-20-4301-01

Funding:

| | State | CDBG-MIT | FEMA | TOTAL AGREEMENT AMOUNT |
|----------------------------------|-------|-------------|-----------|------------------------|
| Crosswell Neighborhood Phase I | \$0 | \$361,484 | \$750,00 | \$1,111,484 |
| Crosswell Neighborhood Phase II | \$0 | \$244,721 | \$0 | \$244,721 |
| Crosswell Neighborhood Phase III | \$0 | \$1,197,132 | \$0 | \$1,197,132 |
| Crosswell Neighborhood Phase IV | \$0 | \$301,299 | \$0 | \$301,299 |
| Total: | \$0 | \$2,104,636 | \$750,000 | \$2,854,636 |

SCOR Chief Resilience Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.



SCOR Chief Resilience Officer Signature

5/12/2021
Date



**SUBRECIPIENT AGREEMENT
BETWEEN THE STATE OF SOUTH CAROLINA
OFFICE OF RESILIENCE AND
CITY OF SUMTER**

Pursuant to Public Law 115-123 (the Appropriations Act) and the Federal Register Notice dated 30 August 2019, at 84 FR 45838, the U.S. Department of Housing and Urban Development (“HUD”) has awarded \$157,590,000 in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the State of South Carolina (“Grantee”) for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) and described in the South Carolina CDBG- Mitigation Action Plan (the “Action Plan”). The State of South Carolina wishes to engage the Awardee to assist the Grantee in utilizing such funds to carry out a part of the Grantee’s Federal award by committing \$2 of the Grantee’s Federal award, pursuant to this Subrecipient Agreement (the “Agreement”).

This Subrecipient Agreement, by and between the State of South Carolina Office of Resilience Disaster Recovery Division (the “State,” “Grantee,” “Grantor State Agency,” or “SCOR”), and City of Sumter (the “Awardee”), is for the provision of improvements under the Community Development Block Grant Mitigation Program, as further defined in the “SCOPE OF SERVICES AND DELIVERABLES.”

1. SCOPE OF SERVICES AND DELIVERABLES:

- 1.1. The Awardee shall provide the scope of services and deliverables (“Scope”) as required, described, and detailed in this Grant Agreement.
- 1.2. The Awardee shall utilize funds for activities in accordance with the description projects in the State of South Carolina’s approved Community Development Block Grant- Mitigation (CDBG-MIT) Action Plan.
- 1.3. The Awardee shall utilize funds for activities in accordance with the description of the project in the approved CDBG-MIT Subrecipient Application, attached hereto as Attachment F.
- 1.4. The Awardee shall complete the following deliverables during the Term:
 - A. Design and survey Phases 2-4
 - B. Complete Determinations and Compliance Finds for HUD-assisted Projects 24 CFR Part 58 All Phases
 - C. Obtain all necessary permits for construction Phases 2-4
 - D. Clear Utility conflicts All Phases
 - E. Purchase Right-of-Way, as needed
 - F. Successfully Bid Projects All Phases
 - G. Procure Construction Engineering Inspection Services All Phases
 - H. Construction Complete All Phases
 - I. Project Closeout All Phases
- 1.5. The additional objectives of the project area are as follows:
 - A. LMI
 - B. Urgent Need
- 1.6. The Awardee shall adhere to the following deadlines for the project. In the event that the Awardee is unable to meet a deadline, the Awardee shall request an extension of such deadline from the State in writing no later than fourteen 14 business days prior to the deadline. Deadlines may not be extended outside of the Term of this Grant Contract except by a contract amendment executed in accordance with Section 4.2. of this Grant Contract.



| <u>Activity</u> | <u>Deadline</u> |
|--|-----------------|
| Completion of Environmental Review Phase 1 | July 2021 |
| Procurement of Bids Phase 1 | September 2021 |
| Start of Construction Phase 1 | November 2021 |
| Completion of Environmental Review Phase 2-4 | July 2022 |
| Construction Completion Phase 1 | October 2022 |
| Completion of Permitting and Design Phases 2-4 | November 2022 |
| Real Estate Acquisition Phases 2-4 | February 2023 |
| Procurement of Bids Phases 2-4 | March 2023 |
| Construction Completion Phases 2-4 | March 2024 |
| Project Closeout | July 2024 |

- 1.7. **National Objectives.** The Grantee and Awardee shall deliver projects that meet one of the CDBG-MIT Program National Objectives. All activities funded with CDBG-MIT funds must meet one of the CDBG-MIT Program’s National Objectives: benefitting Low-to-Moderate (LMI) persons or meeting Urgent Mitigation Needs.
- 1.8. **Prohibited Activities.** The Awardee may only carry out the activities described in this agreement. The Awardee is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, 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.
- 1.9. **Record Keeping.** The Awardee shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, which are pertinent to the activities to be funded pursuant to this Agreement. Such records shall include but not be limited to:
- A. Records providing a full description of each activity undertaken.
 - B. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-MIT program.
 - C. Records required determining the eligibility of activities.
 - D. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-MIT assistance.
 - E. Records documenting compliance with the fair housing and equal opportunity components of the CDBG-MIT program.
 - F. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28.
 - G. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- 1.10. **Retention.** The Awardee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of three (3) years. The retention period begins on the date of the submission of the Grantee’s final performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for a final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.
- 1.11. **Client Data.** The Awardee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other



basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

- 1.12. Leverage. The Awardee shall be responsible for the expenditure of **\$750,000** Dollars and No/100 of its own or direct leverage funds as specified in the CDBG-MIT Grant Application.
- 1.13. Metric Monitoring and Reporting. The Awardee shall measure and report on its progress toward the activities and objectives described above in accordance with terms of the CDBG-MIT grant and SCOR DRD reporting requirements.
- 1.14. Final Report. The Awardee shall provide a final end-of-project report upon completion of project within 60 days of construction completion.
- 1.15. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.
- 1.16. Incorporation of Duplication of Benefits Certification. The Duplication of Benefits Certification, which appears as Attachment D, is incorporated in this Grant Contract.

2. TERM OF AGREEMENT:

- 2.1. This Grant Contract shall be effective for the period beginning on May 1, 2021 ("Effective Date") and ending on July 31, 2024 ("Term"). The State shall have no obligation to the Awardee for fulfillment of the Scope outside the Term. The Term can be extended by the State.
- 2.2. Federal Pre-award Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal pre-award authority, Federal pre-award authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal pre-award authority. By accepting the terms of this Grant Contract, the Awardee acknowledges the following:
 - A. With regard to the Awardee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
 - i Activities that are reasonably related to the Scope of Services;
 - ii Activities in whose absence the Scope of Services could not be completed or performed; and
 - iii Activities that meet the relevant federal agency's requirements for reimbursement under federal pre-award authority,
 - B. The Awardee understands the federal pre-award authority system and its relation to this Grant Contract.
 - C. Pre-award authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Awardee will be eligible for inclusion in a federally funded project.
 - D. It is the Awardee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Awardee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
 - E. To the extent that this Grant Contract is funded through federal pre-award authority, the State's obligations under Section 3 of this Grant Contract shall be void in the event that any of the following occur:
 - i The Awardee fails to comply with the grantor federal agency's policies and regulations;
 - i The relevant federal agency fails or refuses to finalize a grant; or
 - ii The federal agency refuses to reimburse specific expenses incurred under pre-award authority.



3. PAYMENT TERMS AND CONDITIONS:

- 3.1. Maximum Liability. In no event shall the Maximum Liability of the Grantor State Agency under this Grant Agreement exceed **\$2,104,636** and no/ 100 (\$) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due under this Grant Agreement. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred.
- 3.2. Compensation Firm. The Maximum Liability of the Grantor State Agency is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Agreement and are not subject to escalation for any reason unless amended, except as provided in section 3.4.
- 3.3. Indirect Cost. The Awardee may not request reimbursement for indirect costs. The State will not reimburse the Awardee for indirect costs because all costs accrued by the Awardee are classified as Activity Delivery Costs. The Awardee is not entitled to administrative costs given the design of this program.

4. STANDARD TERMS AND CONDITIONS:

- 4.1. Required Approvals. The Grantor State Agency is not bound by this Grant Agreement until it is signed by the agency head, or his or her designee, of the state agencies that are parties to this Grant Agreement.
- 4.2. Modification and Amendment. This Grant Agreement may be modified only by a written amendment signed by all parties and approved by the officials who approved the original Grant Agreement and, depending upon the specifics of the Grant Agreement as amended, any additional officials required by South Carolina law or regulation.
- 4.3. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer / employee between the parties. The Awardee shall at all times remain an "Independent Contractor" with respect to the services to be performed pursuant to this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance, as the Subrecipient is an Independent Contractor.
- 4.4. Hold Harmless. The Awardee on behalf and all of its agents and employees, hereby fully releases and discharges the Grantee, and all of its agents and employees, from any and all liability or responsibility for any injury, loss or damage whatsoever occasioned by the Awardee's performance or nonperformance of the services or subject matter called for in this Agreement. The Awardee shall be wholly responsible for its employees' and agents' acts or omissions that result in any loss or damage to any property or injury to any person arising out of or connected with the operation of this Agreement. The Awardee's obligations pursuant to the foregoing shall survive the expiration or termination of this Agreement.

Indemnification – Third Party Claims

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification



hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

4.5. Insurance.

Commercial General Liability - The Awardee shall, at its sole cost, purchase and keep in force at all times during the term hereof, a policy or policies of insurance, issued by an insurance company of generally recognized responsibility and licensed to do business in the State of South Carolina, insuring the Awardee against all liability for property damage, environmental liability, and personal injury (including death) arising or alleged to arise out of any activity or failure to act on the part of the Awardee, its employees and agents, related to its performance under this Agreement. The Awardee shall provide the Grantee a copy of all policies of insurance required under this Agreement. Said policy or policies shall also contain a contractual liability endorsement expressly covering the Release provisions of this Agreement. The combined single limit of liability of the aforesaid policy or policies shall not be less than Five Million and No/100 (\$5,000,000.00) Dollars per occurrence.

Information Security - Without limiting any other obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, a policy or policies of insurance against claims which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees, subcontractors or any other entity for which the contractor is legally responsible.

(b) Coverage must include claims for:

(i) information security risks, including without limitation, failure to prevent unauthorized access to, tampering with or unauthorized use of a computer system; introduction of malicious codes, computer viruses, worms, logic bombs, etc., into data or systems; or theft, damage, unauthorized disclosure, destruction, or corruption of information in whatever form;

(ii) privacy risks, including (A) failure to properly handle, manage, store, destroy, or otherwise control non-public personally identifiable information in any format; (B) loss or disclosure of confidential information; and (C) any form of invasion, infringement or interference with rights of privacy, including breach of security/privacy laws or regulations;

(iii) contractual liability for the contractor's obligations described in the clauses titled "Indemnification - Third Party Claims - Disclosure Of Information" and "Information Use And Disclosure;" and

(iv) errors, omissions, or negligent acts in the performance, by the contractor or by any entity for which the contractor is legally responsible, of professional services included in the work.

(c) If the work includes content for internet web sites or any publications or media advertisements, coverage must also include claims for actual or alleged infringement of intellectual property rights, invasion of privacy, as well as advertising, media and content offenses.

(d) If the work includes software, coverage must also include claims for intellectual property infringement arising out of software and/or content (with the exception of patent infringement and misappropriation of trade secrets)

(e) Coverage shall have limits no less than one million (\$1,000,000.00) dollars per occurrence and five million (\$5,000,000.00) dollars aggregate.

(f) If the insurance required by this clause is procured on a form affording "claims-made" coverage, then (i) all limits stated above as "per occurrence" shall be understood to mean "per claim" or "per occurrence," as is consistent with the terms of the "claims-made" policy; and (ii) such claims-made insurance shall provide for a retroactive date no later than the date the contract is awarded.

(g) All terms of this clause shall survive termination of the contract and shall continue until thirty (30) days past the final completion of the work, including the performance of any warranty work. In addition, contractor shall maintain in force and effect any "claims-made" coverage for a minimum of two (2) years after final completion of all work or services to be provided hereunder. Contractor shall



purchase an extended reporting period, or "tail coverage," if necessary, to comply with the latter requirement.

(h) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the policy or policies of insurance required by this clause.

(i) For any claims related to this contract, the insurance coverage required by this clause shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(j) Prior to commencement of the work, the Contractor shall furnish the State with original certificates of insurance for every applicable policy effecting the coverage required by this clause. All certificates are to be received and approved by the Procurement Officer before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including policy declarations and any endorsements required by this section, at any time.

(k) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this clause are or will be changed, cancelled, or replaced.

(l) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance as is required by this clause. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(m) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. [07-7B058-1]

- 4.6. Workers' Compensation. The Awardee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.
- 4.7. Insurance & Bonding. The Awardee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Awardee shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.
- 4.8. Grantee Recognition. The Awardee shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Awardee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
- 4.9. Bilateral Termination for Convenience. This Grant Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should either party exercise this provision, the Awardee shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Grantor State Agency be liable to the Awardee for any service which has not been rendered. The final decision as to the amount, for which the Grantor State Agency is liable, shall be determined by the Grantor State Agency.
- 4.10. Conflict of Interest. The Awardee agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:
 - A. The Awardee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in



- the award and administration of contract supported by Federal funds.
- B. No employee, officer or agent of the Awardee shall participate in the selection, or in the award, or administration of contracts supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - C. No covered persons who exercise or have exercised any function or responsibilities with respect to CDBG-MIT assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-MIT assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Awardee, or any designated public agency.
- 4.11. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Agreement shall be in writing and shall be made by mail, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The Grantor State Agency:

Benjamin I. Duncan II, Chief Resilience Officer
South Carolina Disaster Recovery Office
632 Rosewood Drive, Columbia, SC 29201
Ben.Duncan@admin.sc.gov
(803) 608-9079

The Awardee:
David Merchant, Mayor
21 N. Main Street
Sumter, SC 29150
dmerchant@sumtersc.gov

A change to the above contact information requires written notice to the person designated by the other party to receive notice. All instructions, notices, consents, demands, or other communication shall be considered effectively given upon recipient or recipient confirmation as may be required.

- 4.12. Subject to Funds Availability. This Grant Agreement is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Grantor State Agency reserves the right to terminate this Grant Agreement upon written notice to the Awardee. Upon receipt of the written notice, the Awardee shall cease all work associated with the Grant Agreement. In the event of a Grantor State Agency termination, the Awardee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.
- 4.13. Progress Reports. The Awardee shall submit brief, quarterly, progress reports to the Grantor State Agency as requested. The Grantor reserves the right to request progress reports at their discretion.
- 4.14. Procurement. If the other terms of this Grant Agreement allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, the procurement of these goods or services by the Subrecipient shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Agreement, the Subrecipient shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. As a subrecipient, the Subrecipient shall comply with 2 CFR. §§ 200.318—200.326 when procuring property or services under a federal award.



- 4.15. Completeness. This Grant Agreement is complete and contains the entire understanding between the parties relating to the subject matter contained in this Grant Agreement, including all the terms and conditions agreed to by the parties. This Grant Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties, whether written or oral.
- 4.16. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Agreement.

5. SPECIAL TERMS AND CONDITIONS

- 5.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Agreement, the special terms and conditions shall be subordinate to the Grant Agreement's other terms and conditions.
- 5.2. Conditional Award. The award of this grant is conditional based on the successful completion of the environmental review process. In accordance with 24 CFR Part 58, recipients, owners, developers, sponsors or any third-party partners cannot undertake any physical actions on a site, commit, expend, or enter into any legally binding agreements that constitute choice-limiting actions for any HUD or non-HUD funds before the environmental review process has been completed and, if required, the Grantee has received a Release of Funds from the State. Choice-limiting actions are defined by HUD as expenditure of funds or entrance into a legally binding agreement for property acquisition, demolition, movement, rehabilitation, conversion, repair or construction. Any violation of this provision will result in the automatic denial of this funding request (or de-obligation of the CDBG funds, if already awarded).

The Awardee's failure to comply with the above requirements is a breach of this Grant Contract for which the State may terminate this Grant Contract for cause under Section 4.5. above.

- 5.3. Assignment. This Grant Agreement may not be assigned to any other entity.

6. ENTIRE AGREEMENT

- 6.1. This Agreement constitutes the entire Agreement between the Grantee and the Awardee for and use of CDBG-Mitigation funds received pursuant to this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Awardee with respect to this Agreement.

IN WITNESS WHEREOF,

City of Sumter

David Merchant, Mayor

4-30-2021

Date



SOUTH CAROLINA DISASTER RECOVERY OFFICE:



Benjamin I. Duncan II
SCOR Chief Resilience Officer



Date

Andrew DeRienzo
SCOR DRD Finance Director

Date



Grant Budget

Awardee: City of Sumter

Subrecipient Contact: Deron McCormick

Program: Community Development Block Grant- Mitigation (CDBG-MIT)

Project: Crosswell Neighborhood

| THE FOLLOWING IS APPLICABLE TO EXPENSE INCURRED IN THE PERIOD: May 1, 2021 – July 31, 2024 | | | |
|---|-----------------------|------------------|----------------------|
| EXPENSE OBJECT LINE ITEM CATEGORY | GRANT CONTRACT | LEVERAGE | TOTAL PROJECT |
| Construction | \$1,648,854 | \$750,000 | \$2,398,854 |
| Construction Inspection | \$191,908 | \$0 | \$191,908 |
| Engineering Design | \$239,885 | \$0 | \$239,885 |
| Permitting | \$23,989 | | \$23,989 |
| Grand Total | \$2,104,636 | \$750,000 | \$2,854,636 |

ACCEPTED AND AGREED:

David Merchant, Mayor

4-30-2021

Date

SOUTH CAROLINA DISASTER RECOVERY OFFICE:

Benjamin I. Duncan II

SCOR Chief Resilience Officer

Andrew DeRienzo

SCOR DRD Finance Director

5/12/2021

Date

5/12/21

Date



Federal Award Identification Worksheet

| | |
|--|---|
| Awardee 's name (must match registered name in DUNS if applicable) | City of Sumter |
| Awardee' s DUNS number if applicable | |
| Federal Award Identification Number (FAIN) | B-18-DP-06-0002 |
| Federal award date | September 4, 2019 |
| CFDA number and name | 14.228 Community Development Block Grant-Mitigation |
| Grant contract's begin date | May 1, 2021 |
| Grant contract's end date | July 31, 2024 |
| Amount of federal funds obligated by this grant contract | \$2,104,636 |
| Total amount of federal funds obligated to the Awardee | \$4,849,725 |
| Total amount of the federal award to the passthrough entity (Grantor State Agency) | \$157,590,000 |
| Name of federal awarding agency | HUD |
| Name and contact information for the federal awarding official | Karen Olson 632 Rosewood Drive Columbia, SC 29201 Karen.olson@scor.sc.gov 803-609-9100 |
| Is the federal award for research and development? | No |



**SOUTH CAROLINA DISASTER RECOVERY OFFICE
COMMUNITY DEVELOPMENT BLOCK GRANT- MITIGATION
STATEMENT OF ASSURANCES**

The Awardee hereby assures and certifies that:

- A. It possesses legal authority to apply for the grant.
- 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 applicant'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 applicant approved by the State:
 - i Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969, as amended, (NEPA) and other provisions of Federal law, as specified in 24 § CFR Part 58, which furthers the purposes of NEPA, insofar as the provisions of such Federal law apply to the South Carolina Community Development Block Grant- Mitigation Program;
 - ii Is authorized and consents on behalf of the applicant 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 Federal funds under this document as set forth in the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards codified at 2 § CFR Part 200, which supersedes OMB Circulars Number A-87, A-102, and A- 133, Revised.
- E. It will comply with:
 - i Section 1 10 of the Housing and Community Development Act of 1974 (HCDA), as amended, 24 CFR 570.603, 29 CFR Parts 1, 3, 5, and 7, and State regulations regarding the administration and enforcement of labor standards;
 - ii The provisions of the Davis-Bacon Act (40 U.S.C. 3141—3148 with respect to prevailing wage rates (except for projects for the rehabilitation of fewer than eight units);
 - iii 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 work-week; and
 - iv 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 work-week.
- 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, Title
- vii Part 681, Title 16 of the Code of Federal Regulations, Sections 114 and 315 of the Fair and Accurate Credit Transactions Act (FACTA of 2003; the South Carolina Act of 2008; Financial and Identity Theft Protection Act)

H. It will comply with:

- i Title VI of the Civil Rights Act of 1964, as amended (Pub. L. 88-352), and the regulations issued pursuant thereto (24 § CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provisions of similar services or benefits;
- ii Fair Housing Amendments Act of 1988 (FHAA), as amended, administering all program and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
- iii Executive Order 12259, Leadership and Coordination of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development are administered in a manner affirmatively to further the goals of the FHAA;
- iv Section 109 of the HCDA, as amended, and the regulations issued pursuant thereto (24 § CFR 570.601), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under the HCDA. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to otherwise qualified individuals with disabilities as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program activity.
- v Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance; and
- vi Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107 and 12086, and the regulations issued pursuant thereto (24 CFR § 1.4 and 41 CFR § 60), which provide that no



person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts. Contractors and subcontractors of Federal and Federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

- vii Other applicable civil rights laws, including Section 104(b) of Title I of the HCDA, as amended, and the Americans with Disabilities Act of 1990.
- I. It will comply with Section 3 of the Housing and Urban Developmental Act of 1968, as amended, and as implemented by the regulations set forth in 24 § CFR Part 1 35, requiring that, to the greatest extent feasible, opportunities for training and employment be given to lower-income persons residing within the unit of local government in which the project is located; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing within the unit of local government. It will include Section 3 information in all subcontracts.
- J. It will:
 - i To the greatest extent practical under State law, comply with 24 U.S.C. §§ 4651-4655 of Subchapter III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1 970, as amended, and will comply with HUD implementing instructions at 24 CFR Part 42, and
 - ii Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42.
- K. It will:
 - i Comply with 42 U.S.C. § 4621-4638 of Subchapter II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, HUD implementing regulations at 49 CFR Part 24 and 24 CFR § 570.606(b), Section 104(d) of the HCDA, and the requirements in 24 CFR § 570.606(d);
 - ii Provide relocation payments and offer relocation assistance as described in 42 U.S.C. 4622 to all persons displaced as a result of acquisition of real property for an activity assisted under the Community Development Block Grant program. Such payments and assistance shall be provided in a fair, consistent, and equitable manner that insures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex, handicapped, or familial status;
 - iii Assure that, within a reasonable period of time prior to displacement, comparable decent, safe, and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, handicapped, or familial status; and
 - iv Inform affected persons of the relocation assistance, policies, and procedures set forth in the regulations at 24 CFR Part 42.



- L. It will establish safeguards to prohibit employees, consultants, and elected officials from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- M. It will comply with the Copeland Anti-Kickback Act of 1934 (18 U.S.C. § 874), and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 3, which outlaws and prescribes penalties for "kickbacks" of wages in Federally financed or assisted construction activities.
- N. It will comply with the provisions of the Hatch Act, which limits the political activity of employees.
- O. It will comply with HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.
- P. It will give the State, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents related to the grant.
- Q. It will insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities, and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- R. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- S. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act (NEPA) of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 306108), Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1974 (16 U.S.C. § 469c) by:
 - i Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR § 800.8) by the proposed activity; and



- ii Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- T. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number AI 17.1-1961, as modified (41 CFR Subt. C, Ch. 101. Subch. A. Pt. 101-8). The Awardee will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
- U. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purposes constructed.
- V. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms to the approved plans and specifications; that it will furnish progress reports and other such information as requested.
- W. It will comply with environmental requirements including:
 - i The National Environmental Policy Act (NEPA) of 1969, as amended (42 U.S.C. §. 4321 *et seq.*) and 24 CFR Part 58;
 - ii Executive Order 1 1988, Floodplain Management;
 - iii Executive Order 1 1990, Protection of Wetlands;
 - iv The Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*);
 - v The Fish and Wildlife Coordination Act of 1958, as amended (16 U.S.C. § 661 *et seq.*);
 - vi The Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 *et seq.*);
 - vii The Safe Drinking Water Act of 1974, as amended (42 U.S.C. § 300f *et seq.*);
 - viii Section 401(f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. § 483 1 (b)),
 - ix The Clean Air Act of 1970, as amended (42 U.S.C. § 7401 *et seq.*);
 - x The Federal Water Pollution Control Act of 1972, as amended, including the Clean Water Act of 1977, Public Law 92-212 (33 U.S.C. § 1251 *et seq.*);
 - xi The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq.*); and
 - xii Environmental Protection Agency (EPA) regulations codified at 40 CFR Part 50, as amended.
- X. It will minimize displacement as a result of activities assisted with CDBG-Mitigation funds;
- Y. It will conduct and administer its program in conformance with Title VI and Title VIII, and affirmatively further fair housing;
- Z. It will provide opportunities for citizen participation comparable to the State's requirements (those described in Section 104(a)(2) of the HCDA), as amended;
- AA. It will not use assessments or fees to recover the capital costs of CDBG-Mitigation funded public improvements from low- and moderate-income owner occupants.
- BB. It will comply with the Armstrong/Walker "Excessive Force" Amendment (P.L. 101-144) found in Section 519 of the Department of Veteran Affairs and Housing and Urban Development, and



Independent Agencies Appropriation Act of 1990, whereby the unit of general local government will be required to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil demonstrations.

- CC. It will comply with Section 319 of Public Law 101-121 found in the Federal Register Vol. 54 No. 243.
- DD. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - i No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - ii 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.
 - iii The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers, which exceed the dollar limits set forth in the Byrd amendment, (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Awardees shall certify and disclose accordingly.

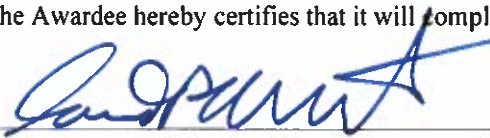
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to 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.

- EE. It will comply with Section 102 of the Department of Housing and Urban Development Reform Act of 1989 which requires (1) initial disclosure reports from applicants for Community Development Block Grant (CDBG) assistance and (2) update reports from recipients of CDBG assistance.
- FF. It will comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR § 570.607, as revised by Executive Order 13279. Section 109 of the HCDA remains applicable.
- GG. It will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract.
- HH. It will affirmatively further fair housing and assist the State in the implementation of the recommendations in the Analysis of Impediments to Fair Housing Choice and/or the Assessment of Fair Housing to fulfill the requirements of the Affirmatively Furthering Fair Housing Rule.



- II. It will comply with all parts of Title I of the HCDA, as amended, which have not been cited previously as well as with the requirements of Title 24 of the Code of Federal Regulations, Part 570 and Part 85, and other applicable Federal, State, and local laws, regulations, and policies governing the funds under this contract.
- JJ. It will comply with all the requirements of the Federal Register notice "Notice of Community Development Block Grant Mitigation Funds" included in the August 30, 2019 Federal Register (84 FR 45838), pages 45838-45871, as well as any future Notices published by HUD to issue additional waivers and alternative requirements.
- KK. It will execute the Maintenance Agreement attached hereto affirming that it is the City of Sumter's obligation to maintain the infrastructure installed as a result of this grant and that neither the State nor SCOR have any maintenance obligation for the infrastructure installed as a result of this grant..
- LL. It will comply with all policies and procedures contained in the SCOR Subrecipient Manual.

The Awardee hereby certifies that it will comply with the above stated assurances.



David Merchant, Mayor

4-30-2021
Date

SOUTH CAROLINA DISASTER RECOVERY OFFICE:



Benjamin I. Duncan II
SCOR Chief Resilience Officer

5/12/21
Date



Andrew DeRienzo
SCOR DRD Finance Director

5/12/21
Date



**DUPLICATION OF BENEFITS CERTIFICATION
COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (CDBG-MIT) GRANT**

The undersigned on behalf of, and as duly authorized agent and representative of City of Sumter (Subrecipient), certifies and represents that all information contained in and enclosed with this grant application is true to the best of his or her knowledge and acknowledges that the South Carolina Office of Resilience Disaster Recovery Division (SCOR) has relied on such information to award grant funding.

City of Sumter certifies that it has disclosed to SCOR in the application process all FEMA, SBA, insurance proceeds, or other funds received, or to be received, from governmental agencies or any other source, as compensation for damages resulting from 2015 and 2016 declared disasters (DR-4241, the 2015 severe storm and flood; and, DR-4286, Hurricane Matthew) which funds were to be used for the same purpose for which Sub-Recipient is applying in this agreement and therefore would represent a duplication of benefits under *The Stafford Act*.

City of Sumter certifies that it will disclose to SCOR all future FEMA, SBA, insurance proceeds, or other funds received from governmental agencies as compensation for damages resulting from declared disasters for which assistance has been provided.

City of Sumter acknowledges that it may be prosecuted by Federal, State, or local authorities and /or that repayment of all mitigation funds will be required in the event that it makes or files false, misleading, or incomplete statement of documents.


ACCEPTED AND AGREED:



David Merchant, Mayor

4-30-2021
Date

SOUTH CAROLINA DISASTER RECOVERY OFFICE:



Benjamin I. Duncan II
SCOR Chief Resilience Officer



Andrew DeRienzo
SCOR DRD Finance Director

5/12/2021
Date

5/12/21
Date



**South Carolina Disaster Recovery Office
Community Block Development Grant-Mitigation (CDBG-MIT)
Subrecipient Reporting Agreement**

The Subrecipient shall provide periodic reports to SCOR on forms to be provided by SCOR as follows:

1. Prior to Construction Completion under Section 1.6. of the Grant Contract, the Subrecipient shall provide the following:
 - A. Monthly status updates: due on the 1st of the 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 under Section 1.6. of the Grant Contract until completion of the Term, the Subrecipient shall provide:
 - A. Quarterly performance metric updates
 - v. January-March: due April 1st
 - vi. April-June: due July 1st
 - vii. July-September: due October 1st
 - viii. October-December: due January 1st
3. The Subrecipient shall provide a grant closeout report no later than 365 days following Project Completion and in no event later than 60 days following the end date of the Grant Contract. The grant closeout report must be received by SCOR prior to final reimbursement to the Subrecipient.

Subrecipient Reporting Schedule:

| | Jan 1 | Feb 1 | Mar 1 | Apr 1 | May 1 | Jun 1 | Jul 1 | Aug 1 | Sep 1 | Oct 1 | Nov 1 | Dec 1 |
|----------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Monthly Status Update | X | X | X | X | X | X | X | X | X | X | X | X |
| Performance Metric Update | | | | X | | | X | | | X | | |
| Annual Report | | | | | | | | | | X | | |




ACCEPTED AND AGREED:



David Merchant, Mayor

4-30-2021
Date

SOUTH CAROLINA DISASTER RECOVERY OFFICE:



Benjamin J. Duncan II
SCOR Chief Resilience Officer

5/12/2021
Date



Andrew DeRienzo
SCOR DRD Finance Director

5/12/21
Date



Copy of the Subrecipient Application