

**The State of South Carolina
Military Department**

R. Van McCarty
MAJOR GENERAL
THE ADJUTANT GENERAL



April 9, 2020

Jessica Stumpf
Planning Coordinator
Greenville County
301 University Ridge Suite 3800
Greenville, SC 29601

Reference: FEMA-4394-DR-SC HMGP Project 0044 Greenville County-Paris Mountain Fire Mitigation Annex Approval

Dear Ms. Stumpf:

South Carolina Emergency Management Division (SCEMD) is pleased to inform you that the above-referenced subgrant has been awarded by the Federal Emergency Management Agency (FEMA) under the Hazard Mitigation Grant Program (HMGP).

The enclosed Recipient-Subrecipient Agreement must be signed by both organizations. Please sign two copies of the agreement, provide one signed copy to SCEMD, and retain one for your records. A copy of FEMA's approval letter with additional programmatic conditions is enclosed. If you have any questions or concerns, contact Elizabeth Melton, State Hazard Mitigation Officer, at 803-737-8643 or emelton@emd.sc.gov.

Sincerely,

Kim Stenson
Director

KS/rg
Enclosures

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



U. S. Department of Homeland Security
Region IV
3003 Chamblee Tucker Road
Atlanta, GA 30341

FEMA

March 17, 2020

Mr. Kim Stenson, Director
South Carolina Emergency Management Division
2779 Fish Hatchery Road
West Columbia, SC 29172

Attention: Mrs. Elizabeth Melton, State Hazard Mitigation Officer

Reference: Hazard Mitigation Grant Program (HMGP)
Project: **4394-0044: Greenville County- Paris Mountain Fire Mitigation Annex Approval**

Dear Mr. Stenson:

I am pleased to inform you that the project referenced above has been approved for \$80,254 with a Federal share of \$60,190.50, and a non-federal share of \$20,063.50. Financial approval documents for the award are enclosed for your records.

The following is the approved Statement of Work (SOW) for the above referenced project:

Greenville County proposes to develop a “Wildfire Mitigation Plan” for the Paris Mountain Area to amend the existing Multi-Jurisdictional Hazard Mitigation Plan to address wildfires and their associated risk and hazards. The problem to address consist of areas within the Paris Mountain area bounded State Park Road, South Carolina Highway, U.S. Route 276, and U.S. Route 25. Greenville County recognizes that Paris Mountain is in the urban/ forest interface and is susceptible to wildfire.

A complete draft plan document must be submitted to the State and our office for review and comment at least 6 months prior to completion of the grant such that any necessary revisions may be made prior to adoption and within the period of performance. The final plan documents must be submitted to the State and our office for review and approval prior to the end of the period of performance of the grant, and FEMA approval must be obtained prior to the grant closeout. The plan must be adopted by the governing body of at least one participating jurisdiction within one year of the initial FEMA finding of approvable pending adoption. A community must have a FEMA approved Hazard Mitigation Plan in order to be eligible to apply to the State for certain FEMA mitigation grant programs.

FEMA will not establish activity completion timeframes for individual sub-awards. Recipients are responsible for ensuring that all approved activities are completed by the end of the award's Period of Performance (POP). The DR-4394 POP ends no later than December 16, 2022. The State must submit all financial, performance, and other reports required as a condition of the award prior to March 16, 2023.

Standard Conditions:

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

Quarterly progress reports for the HMGP projects are required. Please include this HMGP project in your future quarterly reports. Note that 44 CFR 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, scope of work, or project cost that may result in non-compliance with the approved grant conditions.

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP sub-award's SOW may have to be reviewed by all State and Federal agencies participating in the NEPA process.

The State (Recipient) must obtain prior approval from FEMA before implementing changes to the approved project SOW. Per 2 CFR Part 200's Uniform Administrative Requirements:

- The Recipient must obtain prior written approval for any budget revision which would result in a need for additional federal funds.
- A change in the SOW must be approved by FEMA in advance regardless of the budget implications.
- The Recipient must notify FEMA as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion.
- Any extensions of the award POP must be submitted to FEMA 60 days prior to the POP's expiration date.

The Obligation Report is enclosed for your records. Management and environmental reports are available in NEMIS. The obligated funds are available for withdrawal from **Payment Management System (PMS)** on sub-account number **4394DRSCP00000445**.

If you have any questions, please contact, Kenya Grant of my staff at (770) 220-8893.

Sincerely,



Richard S. Flood, CFM, Chief
Hazard Mitigation Assistance Branch
Mitigation Division

Enclosure:

HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4394	44 -P	0	11	1	12	SC	Statewide

Subrecipient: Greenville (County)

Project Title : Greenville County-Paris Mountain Fire Mitigation Annex

Subrecipient FIPS Code: 045-99045

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$60,190.50	\$60,190.50	\$0.00	\$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
\$60,190.50	\$0.00	\$60,190.50	03/19/2020	Accept	2020

Comments

Date: 03/19/2020 User Id: KGRANT15

Comment: 4394-0044- Greenville County- Paris Mountain Fire Annex planning project; fed share \$60,190.50; Grant POP 12/16/22; reported on March's Spend Plan

Date: 03/19/2020 User Id: DBURKETT

Comment: 4394-0044-P-DR-SC-HM Greenville (County) Grant POP 12/16/2022 Application 11 Greenville County-Paris Mountain Fire Mitigation Annex Allocation 3 included in the March Spend Plan Federal share \$60,190.50 Supplement 12 approved HMO

Authorization

Preparer Name: KENYA GRANT

Preparation Date: 03/19/2020

HMO Authorization Name: DEBORAH BURKETT

HMO Authorization Date: 03/19/2020



SOUTH CAROLINA

EMERGENCY MANAGEMENT DIVISION

Hurricane Florence (FEMA-4394-DR-SC)
Project 0044: Greenville County-Paris Mountain Fire Mitigation Annex
Recipient-Subrecipient Hazard Mitigation Grant Program Federal Award Agreement

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

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

WHEREAS, on September 16, 2018, the Federal Emergency Management Agency (hereinafter referred to as “FEMA”) issued a federal disaster declaration designated FEMA-4394-DR-SC for the State of South Carolina as a result of Hurricane Florence

WHEREAS, FEMA as a result of the disaster declaration made funding available under the Hazard Mitigation Grant Program (hereinafter referred to as “HMGP”); and

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

The estimated cost of this project is \$80,254 to be cost shared \$60,190.50 federal and \$20,063.50 local.

NOW THEREFORE, the Recipient and the Subrecipient agree to the following:

1) DEFINITIONS

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

- a) “Activity” is defined as stated in 44 CFR 206.431.
- b) “Allowable costs” are defined as stated in 44 CFR 206.439.
- c) "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in Sections 404 and 420 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, 42 U.S.C § 5121-5207 (Stafford Act) as amended by

the Disaster Recovery Reform Act of 2018 (P.L. 115-254, sections 1201-1246), in accordance with 44 CFR § 206.434 and applicable policies of FEMA.

- d) "FEMA-State Agreement" is the agreement dated September 18, 2018 between FEMA and the State of South Carolina, for the major disaster declaration designated FEMA-4394-DR-SC.

2) APPLICABLE STATUTES, RULES, AND AGREEMENTS

- a) The parties agree to all the conditions, obligations, and duties imposed by the FEMA-State Agreement and all applicable State and federal legal requirements including, without any limitation on the generality of the foregoing, the requirements set forth in the Code of Federal Regulations and the policies of FEMA. This grant program is administered under the FEMA Hazard Mitigation Assistance Unified Guidance dated February 27, 2015. Any reference to the HMGP Application refers to the application submitted by the Subrecipient to the Recipient dated May 31, 2019 and all associated documents, correspondence, and fulfilled requests for information (RFIs). The Subrecipient further agrees to comply with the Statement of Assurances attached hereto as Exhibit B.
- b) The Subrecipient will use relevant consensus-based codes, specifications, and standards that incorporate hazard-resistant design and practices in carrying out project work under this grant.

3) FUNDING AND INSURANCE

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

4) DUPLICATION OF BENEFITS PROHIBITION

- a) Subrecipient may not receive funding under this Agreement to pay for damage covered by insurance, nor may Subrecipient receive any other duplicate benefits under this

Agreement.

- b) Without delay, Subrecipient shall advise Recipient of any insurance coverage for mitigation measures identified in the HMGP Application and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are “ineligible costs” that the Subrecipient shall reimburse to the Recipient without delay. The Subrecipient also shall reimburse the Recipient if the Subrecipient receives duplicate benefits from any other source for the work identified on the applicable HMGP Application for which Subrecipient has received payment from Recipient.
- c) In the event that Recipient should determine that Subrecipient has received duplicate benefits, by its execution of this Agreement, the Subrecipient gives Recipient the authority to offset the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subrecipient or to use such remedies available at law or equity to the repayment of said sums to Recipient.

5) ENVIRONMENTAL PLANNING AND PERMITTING LAWS

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

6) REQUIRED DOCUMENTATION REVIEWS AND INSPECTIONS

- a) Subrecipient shall create and maintain documentation of work performed and costs incurred sufficient to permit a formal audit comporting with ordinary, customary, and prudent public accounting requirements. Upon the failure of Subrecipient to create and maintain such documentation, Recipient may terminate further funding under this Agreement, and Subrecipient shall reimburse to Recipient all payments disbursed earlier to Subrecipient together with any and all accrued interest.
- b) Documentation must include supporting documentation (invoices, canceled checks, daily activity reports, payroll records, time sheets, executed contracts, receipts, purchase orders, billing statements, etc.).
- c) Recipient will inspect all projects to ensure that work has been performed within the scope of work specified in the HMGP Application. Costs of work not performed within the approved scope of work shall not be eligible for funding.

7) COST SHARING

- a) HMGP funds for eligible costs shown in the HMGP Application and described in this Agreement shall be shared on a 75% Federal, 25% non-Federal cost share basis, unless otherwise specified in the Notice of Award. The non-federal share shall be paid by Subrecipient.

8) REIMBURSEMENT OF SUBGRANTEE COSTS

- a) Once the Award Agreement has been fully executed and funds are obligated and available for disbursement, Recipient shall disburse HMGP funds to Subrecipient in accordance with the following procedures:
 - i) Project funds are disbursed in response to receipt of a properly completed Request for Reimbursement (RFR) submitted through the SCRecoveryGrants web site (www.screcoverygrants.org).
 - ii) A Request for Reimbursement (RFR) must be submitted via SCRecoveryGrants website at least quarterly for work that was completed and paid for in that quarter.
 - iii) The Subrecipient must submit documentation to demonstrate that costs were allowable and reasonable and incurred during the authorized project period.
 - (1) Acceptable documentation includes but is not limited to procurement and contract documents, change orders, copies of original paid invoices, canceled checks (front and back), purchase orders, bank statements (or other proof of expenditure and disbursement of payment), time and attendance records, and reports from the applicant's payroll and accounting systems, or other approved instruments.
 - (2) Supporting documentation must comply with the requirements in 2 CFR Part 200.
 - (3) Expenses must be for work included in the scope of work section of the Project Worksheet for which reimbursement is requested. Excel spreadsheets summarizing expenditures are not generally acceptable as a supporting document although they may provide a helpful overview of expenses.
 - iv) For construction projects, no more than 75 percent of the total Federal share will be reimbursed to the Subrecipient until the project has been completed and a site inspection conducted, except upon written request and justification by the Subrecipient to the Recipient via SCRecoveryGrants.org.
 - v) The Subrecipient shall submit a final invoice within sixty (60) days after the expiration date of this Agreement.
 - vi) An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Recipient as part of the Subrecipient's quarterly reporting as referenced in paragraph 21 of this Agreement.
 - vii) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budget, the State Chief Financial Officer, or as stated under paragraph (3) of this Agreement, all obligations on the part of the Recipient to make any further payment of funds shall terminate, and the Subrecipient shall submit its closeout report within thirty (30) days of receiving notice from the Recipient.

9) FINAL PAYMENT

- a) Recipient shall disburse the final payment to Subrecipient upon the performance of the following conditions:
 - i) Subrecipient shall have completed the project to the satisfaction of FEMA and the Recipient in accordance with the approved scope of work;
 - ii) Subrecipient shall have submitted documentation substantiating costs incurred in compliance with this agreement, grant requirements, and federal regulations and completion of work;
 - iii) Recipient shall have performed a final inspection;
 - iv) The project listing and certification shall have been reviewed by Recipient;
 - v) Subrecipient shall have requested final reimbursement.

10) RECORDS MAINTENANCE

- a) The Subrecipient agrees to maintain all records pertaining to the project and the funds received under this Agreement until all issues relating to inspections and audits are complete and all actions or resolutions are resolved. Records shall be maintained for three (3) years after the date FEMA completes closeout of the Recipient's (the State's) final project.
- b) Access to records must be provided at reasonable times to the Comptroller General of the United States, the Recipient, its employees and agents, and to FEMA, its employees and agents.
- c) The Subrecipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Recipient, its employees, and agents (including auditors retained by the Recipient), and to FEMA, its employees and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.
- d) Recipient may unilaterally terminate this Agreement for refusal by the Subrecipient or its contractors or subcontractors to allow public access to all documents, papers, letters or other materials that are made or received by Subrecipient or its contractors and subcontractors in connection with this Agreement.

11) RECOVERY OF FUNDS

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

12) REPAYMENT BY SUBRECIPIENT

- a) All refunds or repayments due to the Recipient under this Agreement are to be made

payable to the order of “South Carolina Emergency Management Division” and mailed to the following address: South Carolina Emergency Management Division, 2779 Fish Hatchery Road, West Columbia, SC 29172. In accordance with Title 11, Chapter 13, South Carolina Code of Laws, if a check or other draft is returned to the Recipient for collection, Subrecipient shall pay the Recipient a service fee of \$30.00.

13) AUDIT

- a) If the Subrecipient expends more \$750,000 in federal grant funds during its fiscal year, it shall provide for an annual audit for that fiscal year. The audit will be conducted in accordance with 2 CFR Part 200.501, any federal or state legal requirements, and policy, procedure, or guidance issued by the Recipient.
- b) Audit resolution instructions shall be prescribed by the Recipient.
- c) Within thirty (30) days of the receipt of the non-federal audit, the Subrecipient shall provide the Recipient the following:
 - i) Two copies of the Audit Report;
 - ii) An amended Federal Status Report in agreement with the audit, accompanied by a trial balance;
 - iii) Any unobligated fund balance due as a result of audit adjustments;
 - iv) A response to management letter findings and recommendations;
 - v) A response to all questioned costs relating to this Grant and;
 - vi) Any other adjustments, explanations, or information that may be pertinent to the Grant.
- d) If the Subrecipient fails to provide the items listed in part 13a) and 13c) of this agreement, the Recipient may halt reimbursements or deobligate funds until the information is provided.
- e) Recipient may require Subrecipient to undertake such further or additional audits as determined necessary or appropriate including but not limited to past and current organization-wide audits. Such audits may be necessary to determine the adequacy, accuracy, and reliability of Subrecipient internal controls, fiscal data, and management systems established to safeguard Subrecipient assets and to ensure compliance with this Agreement.
- f) If this Agreement is closed out without an audit, Recipient reserves the right to recover any disallowed costs identified in an audit after such closeout.

14) NONCOMPLIANCE

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

available.

15) MODIFICATION

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

16) TIME FOR PERFORMANCE

- a) FEMA will not establish activity completion timeframes for individual subawards. The period of performance for all awards under this grant will begin on September 16, 2018 and end December 15, 2022.
- b) Time extensions are a modification and, in accordance with Item 15 of this Agreement, time extension requests must be submitted in writing. If an extension request is denied by the Recipient or FEMA or not sought by the Subrecipient, Subrecipient shall be reimbursed only for eligible project costs incurred up to the latest extension for completed projects.
- c) Failure to complete any project will be adequate cause for the termination of funding for that project and reimbursement of any and all project costs to Recipient.
- d) For phased projects only:
 - i) The Subrecipient shall provide all phase one deliverables no later than one year after the date of award shown on the award letter provided by FEMA. If extenuating circumstances beyond the control of the Subrecipient prevent timely completion of phase one deliverables, Subrecipient shall submit a time extension request no later than sixty (60) days prior to the expiration of the initial one-year period for completion. The time extension request must be made in writing with a detailed justification for delay, the current status of the work, a timeline for completion of remaining elements, and a projected completion date. Failure to submit a timely request for an extension may result in denial of the extension, loss of funding for the project, or the imposition of other specific conditions or remedies for noncompliance as needed to fulfill the Recipient's obligations under the Award as described in 44 C.F.R. § 206.438(a), 2 C.F.R. Part 200, and the FEMA-State Agreement.

17) CONTRACTS WITH OTHERS

- a) If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient shall incorporate into its contract with such contractor or vendor an indemnification clause holding Recipient and Subrecipient harmless from liability to third parties for claims asserted under such contract. The Subrecipient also shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement. Subrecipient shall provide the contractor with a copy of this Agreement.

- b) To the extent that the Subrecipient has outstanding or uncompleted contracts for work requiring reimbursement under this Agreement, the Subrecipient agrees to modify its contracts in accordance with this section.

18) MONITORING

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

19) DEFAULT; REMEDIES; TERMINATION

- a) Upon the occurrence of any one or more of the following events of default, all obligations of Recipient to disburse further funds under this Agreement shall terminate at the option of Recipient. Notwithstanding the preceding sentence, Recipient may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment. Recipient may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:
 - i. Any representation by Subrecipient in this Agreement that is inaccurate or incomplete in any material respect, or Subrecipient has breached any condition of this Agreement with Recipient and has not cured in timely fashion or is unable or unwilling to meet its obligations under this Agreement;
 - ii. Subrecipient suffers any material adverse change in its financial condition while this Agreement is in effect as compared to its financial condition as represented in any reports or other documents submitted to Recipient if Subrecipient has not cured the condition within thirty (30) days after notice in writing from Recipient;
 - iii. Any reports required by this Agreement have not been submitted to Recipient or have been submitted with inaccurate, incomplete, or inadequate information; or

- iv. The monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by Congress, the Office of Management and Budget, or any State agency/office including the State Legislature.
- b) Upon the occurrence of any one or more of the foregoing events of default, Recipient may at its option give notice in writing to Subrecipient to cure its failure of performance if such failure may be cured. Upon the failure of Subrecipient to cure, Recipient may exercise any one or more of the following remedies:
 - i) Terminate this Agreement upon not less than fifteen (15) days' notice of such termination by certified letter to the Subrecipient, such notice to take effect when delivered to Subrecipient;
 - ii) Commence a legal action for the judicial enforcement of this Agreement;
 - iii) Withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this Agreement with Subrecipient; and
 - iv) Take other remedial actions that may otherwise be available under law.
- c) Recipient may terminate this Agreement for any misrepresentation of material fact, for failure or nonperformance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.
- d) Upon the rescission, suspension or termination of this Agreement, the Subrecipient shall refund to Recipient all funds disbursed to Subrecipient under this Agreement.
- e) Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Recipient shall not relieve Subrecipient of liability to Recipient for the restitution of funds advanced to Subrecipient under this Agreement, and Recipient may set off any such funds by withholding future disbursements otherwise due Subrecipient under this Agreement until such time as the exact amount of restitution due Recipient from Subrecipient is determined. In the event that FEMA should deobligate funds formerly allowed under this Agreement, the Subrecipient shall immediately repay such funds to Recipient. Any deobligation of funds or other determination by FEMA shall be addressed in accordance with the regulations of that agency.

20) LIABILITIES

- a) Recipient assumes no liability to third parties in connection with this Agreement. Unless the Subrecipient is a governmental entity covered under S.C. Code Ann. § 15-78-20 (1976), the Subrecipient shall be solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement.
- b) Unless the Subrecipient is a governmental entity within the meaning of the preceding sentence, Subrecipient shall indemnify Recipient from claims asserted by third parties in connection with the performance of this Agreement, holding Recipient and Subrecipient harmless from the same.
- c) For the purpose of this Agreement, the Recipient and Subrecipient agree that neither one is an employee or agent of the other but that each one stands as an independent contractor

in relation to the other.

- d) Nothing in this Agreement shall be construed as a waiver by Recipient of any legal immunity, nor shall anything in this Agreement be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement.
- e) Subrecipient represents that to the best of its knowledge any hazardous substances at its project site or sites are present in quantities within statutory and regulatory limitations and do not require remedial action under any federal, state, or local legal requirements concerning such substances.
- f) Subrecipient further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance shall be addressed in accordance with all applicable legal requirements.

21) REPORTS AND INSPECTIONS

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

22) EQUIPMENT

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

- d) Subrecipient must comply with equipment disposition requirements as set forth in 2 CFR 200.313.

23) ATTACHMENTS

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

24) TERM

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

25) NOTICE AND CONTACT

- a) All notices under this Agreement shall be in writing and shall be delivered by email, by facsimile, by hand, or by certified letter to the Recipient at the following addresses:

FOR THE RECIPIENT:

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

FOR THE SUBRECIPIENT:

26) AUTHORIZATION

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

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

Recipient: _____

Kim Stenson, Governor's Authorized Representative

South Carolina Emergency Management Division

Date _____

Subrecipient: _____
Signature

Printed

Title: _____

Date _____

[Subrecipient's Federal Employer Identification No. (FEIN): 57-6000356

[Subrecipient's Data Universal Numbering System (DUNS): 077991206

HMGP 4394-0044-Greenville County- Paris Mountain Fire Mitigation Annex Approval

EXHIBIT A

Project Summary

Project Title: Greenville County-Paris Mountain Fire Mitigation Annex Approval

Grant #: FEMA-4394-DR-SC Project 0044

Award Date: March 17, 2020

Total Project Cost	\$80,254	[100%]
Total Federal Share	\$60,190.50	[75%]
Total Non-Federal Share	\$20,063.50	[25%]

Brief Project Description:

The following is the approved Scope of Work (SOW) for the above referenced project: Central Greenville County proposes to develop a “Wildfire Mitigation Plan” for the Paris Mountain Area to amend the existing Multi-Jurisdictional Hazard Mitigation Plan to address wildfires and their associated risk and hazards. The problem to address consist of areas within the Paris Mountain area bounded State Park Road, South Carolina Highway, U.S. Route 276, and U.S. Route 25. Greenville County recognizes that Paris Mountain is in the urban/ forest interface and is susceptible to wildfire.

EXHIBIT B

Statement of Assurances and Conditions

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

- 1) It possesses legal authority to apply for the grant and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing the filing of the Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subrecipient to act in connection with the Application and provide such additional information as may be required.
- 2) It is not subject to debarment, suspension, or other exclusion from participation in Federal assistance programs or activities, as required by 2 C.F.R. Part 180 and 2 C.F.R. P. 3000.
- 3) It will have sufficient funds available to meet the non-Federal share of the cost for the project. Sufficient funds will be available when construction or implementation is completed to assure effective operation and maintenance of the facility or system to fulfill its purpose.
- 4) It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
- 5) It will give the Recipient, the State of South Carolina, the Comptroller General of the United States, and the Federal Emergency Management Agency, Department of Homeland Security through any authorized representative access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 6) It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications and that it will furnish progress reports and such other information as the Federal grantor agency may need.
- 7) It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be completed with reasonable diligence.
- 8) It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
- 9) It will provide without cost to the United States and the Recipient all lands, easements and rights-of-way necessary for accomplishments of the approved work.
- 10) It will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4701-4772) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- 11) Bills for fees or other compensation for services or expenses will be submitted in detail

- sufficient for a proper pre-audit and post-audit.
- 12) It will establish and maintain safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
 - 13) It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended (P.L. 91-646; 42 U.S.C. §4601, *et seq.*), which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
 - 14) It will comply with the Anti-Kickback Enforcement Act of 1986, as amended (P.L. 99-634) (41 U.S.C. § 8701, *et seq.*), which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.
 - 15) It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
 - 16) It will comply with all appropriate environmental and historical preservation laws. Any conditions set forth from FEMA or the Recipient relating to environmental and historical preservation shall be compulsory.
 - 17) It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (54 U.S.C. §300101, *et seq.*), Executive Order 11593, and the Archeological and Historic Preservation Act of 1974, as amended (54 U.S.C. §312501, *et seq.*) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
 - 18) It will comply with environmental standards or requirements that may be prescribed pursuant to the following:
 - a. institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) (42 U.S.C. § 4321, *et seq.*) and Executive Order (EO) 11514;
 - b. notification of violating facilities pursuant to EO 11738;
 - c. protection of wetlands pursuant to EO 11990;
 - d. evaluation of flood hazards in floodplains in accordance with EO 11988;
 - e. environmental justice pursuant to EO 12898;
 - f. assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended (16 U.S.C. §1451, *et seq.*);
 - g. conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401, *et seq.*);
 - h. protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - i. protection of endangered species under the Endangered Species Act of 1973, as

amended (P.L. 93-205) (16 U.S.C. §1531, *et seq.*)

- j. protection of components of the national wild and scenic rivers system in the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271, *et seq.*).
- 19) It will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801, *et seq.*), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - 20) It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-19.6). Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
 - 21) It will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 42 U.S.C. § 4001-4107) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
 - 22) It will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996, OMB Circular No. A-133 "Audits of States, Local Governments, and Non-Profit Organizations, and applicable provisions of 2 CFR 200 Subpart F.
 - 23) With respect to demolition activities, it will:
 - a. Create and make available documentation sufficient to demonstrate that the Subrecipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - b. Return the property to its natural state as though no improvements had ever been contained thereon.
 - c. Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Subrecipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the South Carolina Department of Health and Environmental Control and the county health department.
 - d. Provide documentation of the inspection results for each structure to indicate: safety hazards present; health hazards present; and/or hazardous materials present.
 - e. Provide supervision over contractors or employees employed by Subrecipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - f. Leave the demolished site clean, level and free of debris.
 - g. Notify Recipient promptly of any unusual existing condition which hampers the contractors work.
 - h. Obtain all required permits.
 - i. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site, and provide documentation of such closures.
 - j. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163) (42 U.S.C. § 6201, *et seq.*).
 - k. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act of 1955, as amended (42 U.S.C. § 7412 and § 7606); Section 508 of the Clean Water Act of 1977, as amended (P.L. 95-217) (33

U.S.C. 1251, *et seq.*); Executive Order 11738; and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.

1. Provide documentation of public notices for demolition activities.
- 24) If the award will be used for construction, the Subrecipient:
- a. Will not dispose of, modify the use of or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the Recipient or the federal awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
 - b. Will comply with the requirements of the grant program and federal awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
 - c. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the federal awarding agency or the State (including the Recipient).
 - d. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- 25) It will ensure that any procurement funds involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).
- 26) It will comply with all Federal statutes related to nondiscrimination including but not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
 - b. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683 and 1685- 1687), which prohibits discrimination on the basis of sex;
 - d. American’s with Disabilities Act (ADA) (Public Law 101-336, 42 U.S.C. §12101, *et seq.*, as amended.
 - e. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
 - f. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
 - g. 2 C.F.R. 200.321 requiring non-federal entities to take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.
 - h. The Drug Abuse Prevention, Treatment, and Rehabilitation Act (21 U.S.C. § 1101, *et seq.*), relating to nondiscrimination on the basis of drug abuse;

- i. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), 42 U.S.C. §§ 4541-4594, *et seq.*, as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - j. §§523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. § 290 dd-2), relating to confidentiality of alcohol and drug abuse patient records;
 - k. Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. § 10228, *et seq.*, or Victims of Crime Act (as appropriate);
 - l. Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
 - m. 44 CFR part 7, Nondiscrimination in Federally-Assisted Programs (see also 44 CFR §206.11 Nondiscrimination in Disaster Assistance);
 - n. Any other nondiscrimination provisions applicable to the HMGP program and the requirements of any other nondiscrimination statutes which may apply to this award.
- 27) It will comply with the Contract Work Hours and Safety Standards Act of 1962, as amended, (40 U.S.C. § 3701, *et seq.* and as supplemented at 29 C.F.R. Part 541) requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
 - 28) It will comply with the Federal Fair Labor Standards Act, 29 U.S.C. Section 201 *et seq.*, requiring that covered employees be paid at least the minimum prescribed wage and that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work week.
 - 29) It will comply with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. § 3141, *et seq.*), 29 C.F.R. Part 3, and 29 C.F.R. Part 5, as may be applicable, subject to any penalties therein in addition to the penalty provided in 18 U.S.C. § 874.
 - 30) It will comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended.
 - 31) It will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients and subrecipients from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect, (2) procuring a commercial sex act during the period of time that the award is in effect, or (3) using forced labor in the performance of the award or subawards under the award.
 - 32) In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
 - 33) It will comply with Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, and provide an Equal Employment Opportunity Program if required to maintain one, where the Application is for \$500,000 or more.
 - 34) That responsibility for compliance with this Agreement rests with Subrecipient and that noncompliance with this Agreement shall be cause for the rescission, suspension, or termination of funding under this Agreement and may affect eligibility for funding under future agreements.
 - 35) A person or affiliate who has been placed on the convicted vendor list following a

conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

- 36) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any subsequent submission or response to Recipient request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Recipient and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Recipient from all its obligations to the Subrecipient.
- 37) This Agreement shall be construed under the laws of the State of South Carolina, and venue for any actions arising out of this Agreement shall lie in Richland County Circuit Court. If any provision hereof is in conflict with any applicable statute or rule or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be deemed severable but shall not invalidate any other provision of this Agreement.
- 38) No funds or other resources received from the Recipient disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the South Carolina Legislature or any State agency.
- 39) As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$100,000, as defined at 44 CFR Part 18:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.
 - d. Standard Form—LLL is attached? (*circle one*) YES NO

- 40) It will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7321-7326) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- 41) Subrecipient and its contractors will comply with the Drug-Free Workplace Act of 1988, as amended (41 U.S.C. § 8101, *et seq.*) and implemented at 28 CFR Part 67, Subpart F. As required by the Drug-Free Workplace Act, the Subrecipient certifies that it will continue to provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug free awareness program to inform employees about
 - The dangers of drug abuse in the workplace;
 - The grantee's policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation, and employee assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - Abide by the term of the statement; and
 - Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such convictions;
 - e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.
 - f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted
 - Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation act of 1973, as amended; or
 - Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

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

- 42) It will not use the Department of Homeland Security seal, logo, or flags without authorization as set forth in 18 U.S.C. §§ 506 and 701, subject to the penalties set forth in 18 U.S.C. §1017.
- 43) It will comply with applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program and award.
- 44) It will comply with applicable requirements of state law, regulations, and policies governing this award.
- 45) Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to this Agreement.
- 46) These assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Subrecipient by FEMA, that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States and the Recipient shall have the right to seek judicial enforcement of this assurance. These assurances are binding on the Subrecipient, its successors, transferees, and assignees, and the person or persons whose signatures appear on this agreement as authorized to sign this assurance on behalf of the Subrecipient.

EXHIBIT C

Award conditions as noted in the FEMA award letter of **March 17, 2020**