

South Carolina Department of Natural Resources Subrecipient Agreement

SECTION I – SUBRECIPIENT GENERAL INFORMATION

Grant Reference Number (SCDNR): P24011300723		Subrecipient Reference Number: SCDNR FY2024-028	
Grant Title: Project Scoping Analysis for the Upper Enoree River - Greenville 2021 FMA			
Subrecipient: Greenville County		UEI#: KPTBH7N118S8	Indirect Cost Rate: N/A
Subrecipient Principal Investigator: James Bishop		PTE Principal Investigator: Jessica Artz	
Address: 301 University Ridge Ste 2400		City/State: Greenville, SC	Zip Code: 29601-3681
Award Start Date: 09/26/2023		Award End Date: 09/25/2026	Fiscal Year End Month: June
Amount Previously Awarded: \$		Amount Awarded This Action: \$ 692,003.01	Total Award Amount to Date: \$ 692,003.01
Original: Yes	Date of Agreement: 09/25/2023	FFATA: Agreement => \$25,000 Yes	Cost Sharing: Yes \$ 230,667.67
Amendment #:		R&D: YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

If this action is an amendment, please select applicable:

Funding Allocation:	Performance Period:	Other:
Reason for Modification:		
DUNS Registered Name (if different than Subrecipient's name):		

SECTION II – FUNDING ALLOCATION

Federal Project Description: Prepare a watershed plan for the Enoree River basin identifying potential flooding problems and solutions.			
Federal Awarding Agency: DHS-FEMA		Pass Through Agency (when applicable): SCDNR	
Awarded Previously	Awarded This Action	Cumulative Award	Total Awarded –All Funds
	\$ 692,003.01	\$ 692,003.01	\$ 692,003.01

SECTION III – CONTACT INFORMATION

<u>Fiscal Contact-Granting Agency:</u>	<u>Program Contact-Granting Agency:</u>	<u>Subrecipient Contact:</u>
Chris Falcone Grant Coordinator 803-734-3696 falconec@dnr.sc.gov	Jessica Artz Mapping Specialist 803-734-4012 artzj@dnr.sc.gov	James Bishop Floodplain Administrator 864-467-7523 jbishop@greenvillecounty.org

SCDNR - STANDARD SUBRECIPIENT AGREEMENT

1. **Parties:** This is a Subrecipient Agreement between the S.C. Department of Natural Resources (herein “SCDNR”), and [Greenville County] with its principal place of business at [301 University Ridge Greenville, SC 29601], (herein “Subrecipient”).
2. **Subject Matter:** The subject matter of this Agreement is [Greenville County]. The identifying information for this Agreement is set forth in Part 1- Subrecipient Award Detail. The Subrecipient’s detailed Scope of Work to be Performed is Attachment A (herein “Scope of Work”).
3. **Maximum Amount:** In consideration of the Scope of Work, the SCDNR agrees to pay Subrecipient, in accordance with the Budget and Payment Provisions specified in Attachment B and the other terms of this Agreement, a sum not to exceed \$ 692,003.01. Funds provided by the SCDNR to Subrecipient under this Agreement cannot be used as match for the purpose of obtaining additional federal funds or assistance by the Subrecipient unless expressly allowed by federal law and with the written approval of the SCDNR which may be contingent on federal approval.
4. **Agreement Term:** This Agreement shall first be effective and Subrecipient’s performance shall begin upon the date of execution by the SCDNR and, unless terminated sooner or amended by the parties, shall end on 09/25/2026. Unless otherwise specified in the Budget and Payment Provisions - Attachment B, no funds may be obligated under this Agreement outside of this term.
5. **Procurement:** The Subrecipient must follow its procurement law or policy for any equipment, supplies, and/or services outside of its organization. However, adequate documentation must be available to satisfy federal audit requirements. Subagreements are addressed in SCDNR Standard Grant Provision (Attachment D).
6. **Ownership and Disposition of Equipment:** Any equipment purchased by or furnished to the Subrecipient by the SCDNR under this Agreement is provided on a loan basis only.
7. **Subrecipient Representations:** Any information provided by Subrecipient to SCDNR prior to the execution of this Agreement shall be deemed a material representation underlying SCDNR’s decision to enter into this agreement. Subrecipient shall have an ongoing obligation to correct any errors or omissions and to update such information as may be necessary. Accordingly, Subrecipient’s prior and subsequent representations are hereby incorporated by reference and include any responses to RFPs, applications, assurances, certifications, risk assessment responses, progress reports, and any state or federal grant forms.
8. **Compliance with Applicable Laws:** Subrecipient shall comply with all applicable federal, state, and local laws whether specifically identified in this Agreement or not and hereby represents itself to be in compliance with such laws as are necessary to fully perform under this Agreement. Furthermore, Subrecipient shall be responsible for obtaining any project-specific permits or authorizations which may be required to fully perform under this

Agreement.

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

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

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

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

South Carolina Department of Natural Resources


Shannon F Bobertz, Chief of Staff

Date: 12/20/2023

Subrecipient

Greenville County

Name: _____

Title: _____

Date: _____

Attachment A

Scope of Work to be Performed

The Upper reaches of the Enoree River stretch between the Cities of Greenville and Greer and from Highway 14 to Travelers Rest. This area is developing rapidly and has several known flooding areas. The County will perform a level of service analysis on bridges and culverts within this drainage basin. Preliminary review of data indicates that the FEMA flow data is roughly 15% lower than USGS StreamStat data. The basin is approximately 84 square miles. Additionally, this project will identify all buildings and road infrastructure within and near the 100-year floodplain for mitigation. The selected consultant will manage the project with oversight from the County's Floodplain Manager. All identified projects will be incorporated into the County's Hazard Mitigation Plan.

The following general process will be followed:

- a) Update the hydrology associated with the 2014 Flood Insurance Study (FIS) to reflect current conditions and predict future conditions (The level of detail for this update will drive costs. Stream Stats vs. HEC-HMS)
- b) Convert Enoree mainstem HEC-2 model to HEC-RAS (The FIS indicates that tributaries to the Enoree were recently modeled using HEC-RAS while the mainstem remains in HEC-2)
- c) Utilize 2014 FEMA FIS and new existing conditions hydrology to identify probable existing Level of Service for each bridge and culvert on the mainstem and tributaries
- d) Collect survey data and update the hydraulic model for critical infrastructure (those bridges or culverts with known flooding issues and those modeled at or below the desired Level of Service, maximum of 35)
- e) Collect survey data on buildings within or adjacent to the floodplain (maximum of 50)
- f) Rerun HEC-RAS with updated infrastructure data to verify current and future Level of Service
- g) Develop options to attain or approach desired Level of Service
 - i) Consider both current and future flow conditions
 - ii) Reduce impact on existing homes and businesses
 - iii) Achieve or approach Level of Service for County owned bridges and culverts
 - iv) Identify SCDOT bridges and culverts not meeting desired Level of Service
- h) Develop detailed Hydrologic and Hydraulic modeling report

1. Objectives and Timeline:

- Kickoff with SCNDR- month 1
- Solicitation of proposals and selection of consultant – months 3-6
- Data collection and field investigations – month 5
- Survey of crossings and finish floor elevations – months 6-10
- Hydrologic and Hydraulic modeling – months 10-16
- Problem identification and alternatives analysis – months 15-20
- Watershed Plan Report – months 19-21
- Optional FEMA LOMR Submittal – months 23-25
- Project closeout – months 27-29

2. Performance Measures and Deliverables:

- Contract with consultant
- Watershed Plan Report
- Updated Hazard Mitigation Plan
- Closeout documentation

3. Progress reports: The Subrecipient shall submit progress reports to the SCDNR according to the following schedule. [April 10th, June 10th, September 10th and December 10th] Each report shall describe the status of the Subrecipient's performance since the preceding report and the progress expected to be made in the next successive period. Each report shall describe Subrecipient activities by reference to the work specifications contained in the Scope of Work to be Performed and shall include a statement of work hours expended, expenses incurred, bills submitted, and payments made. If scheduled, a Program Progress Report is required even if there has been no activity. Insufficient submittals may be rejected by SCDNR.

Attachment B
Budget and Payment Provisions

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

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

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

Budget Detail:

Salaries	\$	6,000.00
Fringes	\$	
Contractual	\$	686,003.01
Supplies	\$	
Travel & Mileage	\$	
Equipment	\$	
Other Costs	\$	
Indirect Cost*	\$	

(Subrecipient Indirect Cost rate is 0.00%%)

Total Federal Share \$ **692,003.01**

Total Non-Federal Share (Match) \$ **230,667.67**

Non-Federal Funds provided by: Greenville County

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

- Monthly
- Quarterly
- Biannually
- Annually
- Upon project completion
- Other: no more often than quarterly

Other Special Budget Provisions:

Optional – remove if not applicable: **Pre-award Costs:** Having obtained written authorization from the federal grant administrator, SCDNR may provide reimbursement for pre-award costs for the period of 9/30/21 - 1/28/22.

SCDNR SUBRECIPIENT AGREEMENT

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

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

PAYMENT REQUESTS REQUIREMENTS:

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

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

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

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

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

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



Memo

To: Brian Bishop, Greenville Floodplain Manager

From: Hal Clarkson, PE, CFM, IAM

Date: November 17, 2021
Revised: December 14, 2021

Subject: Fee Estimate for Upper Enoree River Basin Watershed Plan

The estimated fee and schedule on page 2 of this memo were based on experience with similar watershed planning projects prepared for Greenville County, other communities, and engineering judgement. At the time of preparation of this memo, a detailed scope had not been developed, so various assumptions were made regarding the likely detailed tasks to be accomplished, the amount of time and level of effort required. The fee estimate and schedule were developed by Harold E. Clarkson, P.E., CFM, IAM (SC License # 12,273), Program Director for Woolpert, Inc.

ESTIMATED FEE AND SCHEDULE:

Task	Duration (Months)	Start Date (Estimate)	End Date	Fee Estimate
Pre Award Application Development				\$4,500
Subapplicant Management Fee	30	Feb 01, 2022	June 30, 2024	\$43,170.68
Kickoff with SCEMD and Stakeholders	1	Feb 01, 2022	Feb 28, 2022	\$0
Solicitation of proposals and selection of consultant	3	Mar 01, 2022	May 31, 2022	\$0
Data Collection and Field Investigations	5	Jun 01, 2022	Oct 31, 2022	\$100,000
Survey of Crossings and Finished Floors	6	Sep 01, 2022	Feb 28, 2023	\$135,000
Hydrologic Modeling	2	Nov 01, 2022	Dec 31, 2022	\$80,000
Hydraulic Modeling	5	Nov 01, 2022	Mar 31, 2023	\$195,000
Problem Identification and Alternatives Analysis	5	Apr 01, 2023	Sep 30, 2023	\$105,000
Watershed Plan Report	3	Oct 1, 2023	Dec 31, 2023	\$60,000
Project Management	30	Feb 01, 2022	Jun 30, 2024	\$95,000
Reimbursable Expenses (including, but not limited to mileage, hotel, meals, supplies, equipment, and truck charges)	N/A			\$55,000
FEMA Submittal and Response	3	Jan 01, 2024	Mar 31, 2024	\$0
Project Closeout	3	Apr 01, 2024	Jun 30, 2024	\$0
Total Duration	30 months		Subtotal	\$872,670.68
Optional FEMA LOMR Submittal	2	Dec 30, 2023	Feb 28, 2024	\$50,000
Total				\$922,670.68



Harold E. Clarkson, PE, CFM, IAM
 Water Resources Program Director