

**The State of South Carolina
Military Department**



OFFICE OF THE ADJUTANT GENERAL

**R. Van McCarty
MAJOR GENERAL
THE ADJUTANT GENERAL**

October 23, 2019

Ms. Emily Hardee, CFM
City of Myrtle Beach
Post Office Box 2468
Myrtle Beach, South Carolina 29578

RE: PDMC-PL-04-SC-2018-012: City of Myrtle Beach FMP Update

Dear Ms. Hardee:

The 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 Pre Disaster Mitigation grant program (PDM).

The attached Recipient-Subrecipient Agreement must be signed by both organizations. A copy of FEMA's approval letter with additional programmatic conditions is also enclosed. Please contact Elizabeth Melton, State Hazard Mitigation Officer, at 803-737-8643 or emelton@emd.sc.gov if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Stenson'.

Kim Stenson
Director

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

October 2, 2019

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: Pre-Disaster Mitigation - Competitive (PDMC) Project Approval:
PDMC-PL-04-SC-2018-012: City of Myrtle Beach FMP Update

Dear Mr. Stenson:

It is my pleasure to confirm that the following project sub-awards have been approved through the PDMC grant program pursuant to the Congressional appropriations for Fiscal Year (FY) 2018.

PDMC Project Approval	Federal Share	Non-Federal Share	Total Project Cost
<i>PDMC-PL-04-SC-2018-012: City of Myrtle Beach FMP Update</i>	\$44,191.50	\$14,730.50	\$58,922.00

The Scope of Work (SOW) and Budget submitted by the State for this PDMC Planning Grant is approved, subject to the following conditions:

- The planning process implemented through this grant must comply with the Local Hazard Mitigation Plan requirements contained in 44 CFR 201.
- Complete draft plan documents 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 approved Period of Performance (POP).
- The final plan documents must be submitted to the State and our office for review and approval prior to the end of the POP of the sub-recipient, and FEMA approval must be obtained prior to sub-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.

This letter constitutes programmatic approval for use of FY 2018 PDMC funds. Catherine Anderson, Assistance Officer, has issued the financial award and documentation in support of this approval on August 21, 2019. The funds have been obligated to the appropriate PARS account.

The terms and conditions of this award are provided in the Agreement Articles issued through eGrants by Catherine Anderson. Please review these Articles thoroughly and abide by all provisions.

FEMA will not establish activity completion timelines for individual subrecipient. Recipients are responsible for ensuring that all approved activities are completed by the Grant's POP. The POP for FY2018



SOUTH CAROLINA
EMERGENCY MANAGEMENT DIVISION

**RECIPIENT-SUBRECIPIENT PRE-DISASTER MITIGATION
PROGRAM GRANT AGREEMENT**

This Agreement is entered into by the State of South Carolina, Office of the Adjutant General, Emergency Management Division (hereinafter referred to as "Recipient"), and the City of Myrtle Beach, (hereinafter referred to as "Subrecipient"). This Agreement covers the project described in Exhibit A.

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

WHEREAS, the Federal Emergency Management Agency (hereinafter referred to as "FEMA") has made available funds under the Pre-Disaster Mitigation Grant Program (hereinafter referred to as the "PDM Grant Program");

WHEREAS, the PDM Grant Program was created with the goal of assisting states, tribal governments, territories, and local communities to implement a sustained pre-disaster natural hazard mitigation program, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended (42 U.S.C. 5133), and applicable policies of FEMA; and

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

The estimated cost of this project is \$58,922.00 to be cost-shared \$44,191.50 federal and \$14,730.50 local.

NOW THEREFORE, the Recipient and Subrecipient agree as follows:

1) DEFINITIONS

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

- a) "Eligible mitigation measures," as used in this Agreement, means those activities authorized in the FEMA-State Agreement, as defined herein below; Public Law 93-288, as amended by Public Law 100-707 (the "Stafford Act") and Public Law 106-390; and Title 44 CFR, Part 206.

- b) "Activities" shall be defined as stated in 44 CFR 206.431.

2) APPLICABLE STATUTES, RULES, AND AGREEMENTS

The parties agree to all the conditions, obligations, and duties imposed by the Federal Emergency Management Agency Obligor Document for Award/Amendment dated August 26, 2019 (hereinafter referred to as the "FEMA Obligor Document") and all applicable state and federal legal requirements including, without any limitation, the requirements set forth in the Code of Federal Regulations, and the policies of FEMA. The Subrecipient further agrees to comply with the Statement of Assurances and Conditions attached hereto as Exhibit B.

3) FUNDING AND INSURANCE

- a) The Recipient shall provide funds to the Subrecipient for eligible mitigation measures for the projects approved by the Recipient and FEMA, specifically outlined through the Catalog of Federal Domestic Assistance number 97.017 Pre-Disaster Mitigation (PDM) Competitive Grant Program. Allowable costs shall be determined in accordance with 44 CFR 206.439, 44 CFR Part 13, 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, whichever is the lesser.

4) DUPLICATION OF BENEFITS

- 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 the mitigations measures identified in the PDM Application dated January 31, 2019 (hereinafter referred to as the "PDM Application"), and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are "ineligible costs" which the Subrecipient shall reimburse to the Recipient without delay. The Subrecipient shall also reimburse the Recipient if the Subrecipient receives any

duplicate benefits from any other source for the work identified on the applicable PDM 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) COMPLIANCE WITH ENVIRONMENTAL PLANNING AND PERMITTING LAWS

- a) Subrecipient shall be responsible for the implementation and completion of the approved projects described in the PDM 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's comprehensive plan.
- c) Subrecipient shall ensure that any development or development order complies with all 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 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 the Project Expenditures Form attached hereto as Exhibit C and include supporting backup 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 all work has been performed within the scope of work specified in the PDM Application. Costs of any work not performed within the approved scope of work shall not be eligible for funding.

7) COST SHARING

The PDM funds for eligible costs shown in the PDM Application and described in this Agreement shall be shared on a 75% Federal, 25% non-Federal cost share basis, in accordance with the cost sharing provisions established in the Stafford Act and the FEMA Obligating Document. The non-Federal share shall be paid by the Subrecipient.

8) INDIRECT COSTS

The Subrecipient may request reimbursement for indirect cost if (a) they are a non-Federal entity that has never had a negotiated indirect cost rate and use a de minimis rate of 10% of modified total direct costs; or (b) provided documentation demonstrating a certified percentage established by a Federal department or agency for a non-Federal entity to use in computing the dollar amount it charges to the award to reimburse itself for indirect costs incurred in doing the work of the award activity.

9) PAYMENT OF CLAIMS

PDM funding will be disbursed to the Subrecipient based on a reimbursements need. The Subrecipient shall submit payment requests using the Project Expenditures Form (Exhibit C) and the Payment Request form hereto attached as Exhibit D. The Project Expenditures form (Exhibit C) will be used to support backup documentation (invoices, canceled checks, daily activity reports, payroll records, time sheets, executed contracts, receipts, purchase orders, billing statements, etc.). The Payment Request form (Exhibit D) will be submitted to request an advance or reimbursement payment. Expenditures documented on both documents should represent 100% of project costs. For construction projects, no more than 75% of the total Federal share will be reimbursed until the project has been completed and inspected.

10) FINAL PAYMENT

Recipient shall disburse the final payment to Subrecipient upon the performance of the following conditions:

- a) Subrecipient shall have completed the project to the satisfaction of FEMA and the Recipient;
- b) Subrecipient shall have submitted the proper documentation;
- c) Recipient shall have performed a final inspection;
- d) The project listing and certification shall have been reviewed by Recipient; and
- e) Subrecipient shall have requested final reimbursement.

11) 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 final project. Access to those 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.
- b) 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.
- c) 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

12) RECOVERY OF FUNDS

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.

13) REPAYMENT BY SUBRECIPIENT

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 directly to the following address: South Carolina Emergency Management Division 2779 Fish Hatchery Road, West Columbia, SC 29172. In accordance with Title 24, Chapter 11, South Carolina Code of Laws, if a check or other draft is returned to the Recipient for collection, Subrecipient shall pay the Recipient for overdraft charges.

14) AUDIT

- a) The Subrecipient shall provide for an annual audit. This audit will be conducted in accordance with 2 CFR Part 200, any federal or state legal requirements, as well as any policy, procedure, or guidance issued by the Recipient.
- b) End Date of the Fiscal Year: _____.
- c) Audit resolution instructions shall be prescribed by the Recipient.
- d) 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 cost, relating to this Grant and;
 - vi) Any other adjustments, explanations or information that may be pertinent to the Grant.
- e) The Recipient may require the 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, the Recipient reserves the right to recover any disallowed costs identified in an audit after such closeout.

15) NONCOMPLIANCE

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 any disbursement 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 this Agreement or that may otherwise be available.

16) MODIFICATION

The Recipient, the Subrecipient, or FEMA may request modifications to this Agreement, including work to be completed on the PDM 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.

17) TIME FOR PERFORMANCE

The project shall be complete by the end of the Grant Period of Performance, which is **April 1, 2022**. Time extensions are, per Item 16 of this Agreement, a modification and requests must be submitted in writing. 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. If any extension request is denied by the Recipient or not sought by the Subrecipient, Subrecipient shall only be reimbursed for eligible project costs incurred up to the latest extension for completed projects. 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.

18) CONTRACTS WITH OTHERS

- a) If the Subrecipient contracts with any other contractor or vendor for performance of all or 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 shall also 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, uncompleted, contracts for work requiring reimbursement under this Agreement, the Subrecipient agrees to modify its contracts in accordance with this section.

19) 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 are achieved and satisfactorily performed 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 not be 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 all 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.

20) 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 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 any 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.

21) LIABILITIES

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. 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. 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. 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. 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. 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.

22) 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 full 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. All reports shall be provided using the attached Programmatic Quarterly Report Form hereto attached as Exhibit D.
- 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.

23) ATTACHMENTS

- a) All 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

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

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:

John Pedersen
City of Myrtle Beach
P.O. Box 2468
Myrtle Beach, SC 29578

26) AUTHORIZATION

The Subrecipient hereby authorizes Emily Hardee as its primary designated agent, and Chris Lee 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;

x K. Lee

Director, South Carolina Emergency Management Division

Date 23 OCT 19

x John Redman

Title: City Manager

City of Myrtle Beach

Date 10/24/19

Subrecipient Federal Employer Identification No. 57-6001084

EXHIBIT A
Project Summary

Project Title: City of Myrtle Beach FMP Update

Grant #PDMC-PJ-04-SC-2018-012

Award Date: October 2, 2019

Period of Performance

Open Date: October 1, 2018

Close Date: April 1, 2022

	Amount	Percentage
Total Project Cost	\$58,922.00	100%
Total Federal Share	\$44,191.50	75%
Total Non-Federal Share	\$14,730.50	25%

Brief Project Description: The City of Myrtle Beach is updating the Local Hazard Mitigation Plan with current potential changes in flooding hazards, vulnerability and mitigation priorities. The update will be in compliance with the Local Hazard Mitigation Plan requirements contained in 44CFR 201.

EXHIBIT B

Statement of Assurances and Conditions

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements. Additionally, 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 sub-recipient'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 to provide such additional information as may be required.
2. 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 purpose constructed.
3. 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.
4. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
5. 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 prosecuted to completion with reasonable diligence.
6. 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.
7. It will (1) provide without cost to the United States and the Recipient all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States and the Recipient free from damages due to the approved work or Federal funding.
8. This assurance is 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. This assurance is binding on the subrecipient, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the subrecipient.

9. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit.
10. It will establish safeguards to prohibit employees from using their 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.
11. Subrecipient agrees that 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.
12. It will give Recipient or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
13. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
14. 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.
15. 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.
16. Subrecipient agrees that responsibility for compliance with this Agreement rests with Subrecipient, and further agrees 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 Subrecipient Agreements.
17. 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.

18. 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.
19. 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.
20. 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.

Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to this Agreement.

EXHIBIT E
SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION
OFFICE OF THE ADJUTANT GENERAL
PRE-DISASTER MITIGATION GRANT PROGRAM
PROGRAMMATIC QUARTERLY REPORT

Subrecipient: City of Myrtle Beach

Grant No: PDMC-PL-04-SC-2018-012

Quarter Ending:

Project Description: City of Myrtle Beach FMP Update

Percentage of Work Completed: 0%.

Project Proceeding on Schedule: Yes No

Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

Cost Status: Cost Unchanged Under Budget Over Budget

Additional Comments/Elaboration:

Signed: _____