



**GRANT AGREEMENT**  
Between  
**SC DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**  
**BUREAU OF WATER, SECTION 319 NONPOINT SOURCE PROGRAM**  
And  
**TOWN OF BLUFFTON**

This Grant is a Cooperative Agreement that shall be **effective for 36 months** between the South Carolina Department of Health and Environmental Control (SC DHEC), Office of Environmental Affairs and **Town of Bluffton** (hereinafter referred to as the Grantee).

The parties to this Grant Agreement agree as follows:

**A. SCOPE OF SERVICES**

**Town of Bluffton** will implement the **Section 319 Grant Project #6, FY 2019 (Project Allocation) titled "Fecal Load Reduction Best Management Practices in Support of the May River Watershed Action Plan – Phase IV – Sanitary Sewer Connections."** See *Attachment 1* for the detailed workplan for this project.

**B. TIME OF PERFORMANCE**

This Grant Agreement will be **effective beginning on the date of the last signature and will terminate 36 months from the effective date.** SC DHEC reserves the right to extend the term of the Grant Agreement and such extension will be issued in written amendment prior to the agreement expiration date and are dependent upon subsequent availability of funds. Only work done in accordance with the effective dates of the Grant Agreement period will be compensated.

**C. COMPENSATION**

**1. Grant Award**

SC DHEC agrees to reimburse the Grantee, following the submittal of the required items each quarter for invoicing, for all allowable costs incurred, up to 90% of the total grant award, provided the total amount paid under this agreement does not exceed \$ [REDACTED]. Payment will not be made until the reporting requirements addressed in Section E. 29. 1. a. b. c. and d. below have been met. The balance of the grant award will be paid after all FINAL reports, documentation, and invoices have been submitted and approved by the authorized SC DHEC staff.

**2. Maximum Amount**

SCDHEC's financial obligations to the Grantee are limited by the amount of Federal funding identified in C.1. above and as outlined in Attachment 1. If the Grantee incurs costs in anticipation of receiving additional funds from SCDHEC, it does so at its own risk.

### 3. Invoicing

Invoices will be submitted quarterly for payment. All invoices submitted by the Grantee should report the amount of the Federal and non-Federal funds expended. Documentation must be provided to support all invoice charges.

### 4. Travel

No travel expenses will be paid under this Grant agreement.

### 5. Source of Funds

Compensation for performance of services will be reimbursed with funds made available from the US Environmental Protection Agency through Cooperative Agreement **C9994629-19**, Section 319(h) Nonpoint Source Pollution, Assistance Program, CFDA Number 66.460, Nonpoint Source Implementation.

- a. CFDA number (from the grant award notice) and the CFDA title verbatim: **66.460**
- b. Grant award notice title verbatim from the grant award: **Section 319(h) Nonpoint Source Pollution, Assistance Program**
- c. Grant award notice number from the grant award **C9994629-19**
- d. Federal grantor (awarding) agency name: **Environmental Protection Agency (EPA)**
- e. Grant period of performance start and end date: **10/01/2018 to 09/30/2023**
- f. Whether the award is for Research and Development: **No**
- g. Subaward amount, if applicable: \$ XXXXXXXXXX

FUNDING FOR THIS GRANT AGREEMENT IS SUBJECT TO THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA).

SC DHEC's Point of Contact for financial information regarding payments made under this contract:

SC Department of Health and Environmental Control  
Ronnie P. Belleggia  
Director of the Bureau of Financial Management  
2600 Bull Street  
Columbia, SC 29201-1708  
Email: [bellegrp@dhec.sc.gov](mailto:bellegrp@dhec.sc.gov)  
Telephone: (803) 898-3390

**Contact the SC DHEC 319 Grant Program directly** for questions regarding invoices, MBE/WBE forms, quarterly reporting, and/or as an initial point of contact for any basic Grant Agreement questions. Contact information is as follows:

Jana Baxley  
SC DHEC Bureau of Water  
319 Grant Program  
2600 Bull Street  
Columbia, SC 29201-1708

Phone: (803) 898-4213

**D. METHOD OF PAYMENT**

This Grant Agreement will be paid by SC DHEC Blanket Purchase Order.

**E. TERMS AND CONDITIONS**

**1. Minority Business**

The Grantee must make positive efforts to use small and minority owned businesses and individuals.

**2. Subgrantees**

Grantee shall not subcontract any of the work or services covered by this grant agreement without the prior written approval of SC DHEC. Sub-Grantees or sub-contractors are also subject to all of the terms and conditions described in this Grant Agreement.

**3. Assignment**

The grantee cannot assign or transfer the Grant Agreement or any of its provisions without SC DHEC's written consent. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of Grantee is considered an assignment.

**4. Amendments**

The Grant Agreement may only be amended by written agreement of all parties, which must be executed in the same manner as the Grant Agreement.

**5. Recordkeeping, Audits, & Inspections**

Grantee shall create and maintain adequate records to document all matters covered by this Grant Agreement. Grantee shall retain all such records for six (6) years or other longer period required by law after termination, cancellation, or expiration of the grant and make records available for inspection and audit at any time SC DHEC deems necessary. If any litigation, claim, or audit has begun but is not completed at the end of the six-year period, or if audit findings have not been resolved at the end of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action. Grantee shall allow SC DHEC to inspect facilities and locations where activities under this Grant Agreement are to be performed on reasonable notice. Unjustified failure to produce any records required under this paragraph may result in immediate termination of this Grant Agreement with no further obligation on the part of SC DHEC.

Grantee must dispose of records containing SC DHEC confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential,

designated as confidential by SC DHEC, or known or believed by Grantee or Grantee's employee or agent to be claimed as confidential or entitled to confidential treatment.

#### **6. Termination**

- a. Either party may be terminated by either party providing thirty (30) days written notice of termination to the other party.
- b. SC DHEC funds for this Grant Agreement are payable from federal appropriations. If funds are not appropriated or otherwise available to SC DHEC to pay the charges fund activities under this Grant Agreement, it shall terminate without any further obligation by SC DHEC upon written notice to the Grantee. Unavailability of funds will be determined in SC DHEC's sole discretion. SC DHEC has no duty to reallocate funds from other programs or funds not appropriated specifically for the purposes of this Grant Agreement.
- c. SC DHEC may terminate this Grant Agreement for cause, default or negligence on the Grantee's part at any time without thirty days advance written notice. SC DHEC may, at its option, allow Grantee a reasonable time to cure the default before termination.

#### **7. Non-Discrimination**

No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this Grant Agreement on the grounds of race, color, religion, sex, age, national origin, disability, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by SC DHEC.

#### **8. Insurance**

During the term of this Grant Agreement, Grantee will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect Grantee from the types of claims which may arise out of or result from the grantee's activities under the Grant Agreement and for which Grantee may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and/or malpractice insurance covering any professional services to be performed under the Grant Agreement, and general liability insurance. If coverage is claims-based, Grantee must maintain in force and effect any "claims made" coverage for a minimum of two years after the completion of all work or services to be provided under the Grant Agreement. Grantee may be required to provide SC DHEC with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its own employees.

#### **9. Drug Free Workplace**

By signing this Grant Agreement, Grantee certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, S. C. Code of Laws, Section 44-107-10 et. seq. as amended.

**10. Standard of Care**

Grantee will perform all services under this Grant Agreement in a good and workmanlike manner and with at least the ordinary care and skill customary in the profession or trade. Grantee and Grantee's employees will comply with all professional rules of conduct applicable to the provision of services under the Grant Agreement.

**11. Non-Indemnification: Limitation on TORT Liability**

Any term or condition of this Grant Agreement or any related agreements is void to the extent it: (1) requires SC DHEC to indemnify defend, or pay attorney's fees to anyone for any reason; or (2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, contract, equitable indemnification, or any other theory or claim.

**12. Relationship of the Parties**

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Grant Agreement. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services under this Grant Agreement.

**13. Choice of Law**

The Grant Agreement, any dispute, claim, or controversy relating to the Grant Agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.

**14. Disputes**

All disputes, claims, or controversies relating to the Grant Agreement shall be resolved in accordance with the South Carolina Procurement Code, S.C. Code, Section 11-35-10 et seq., to the extent applicable, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in Richland County, South Carolina. By signing this Grant Agreement, Grantee consents to jurisdiction in the South Carolina courts. Grantee agrees that any act by SC DHEC regarding the Grant Agreement is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution and is not a consent to the jurisdiction of any court or agency of any other state.

**15. Debarment**

Grantee certifies that it has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state, federal or local agency. This certification is a material representation of fact upon which reliance was placed when entering into this Grant Agreement. If it is later determined that the Grantee knowingly

or in bad faith rendered an erroneous certification, SC DHEC may terminate the Grant Agreement for cause in addition to other remedies available.

**16. Service of Process**

Grantee consents that any papers, notices, or process necessary or proper for the initiation or continuation of any dispute, claim or controversy relating to the Grant Agreement; for any court action in connection therewith; or for the entry or execution of judgment on any award made, may be served on Grantee by certified mail (return receipt requested) addressed to Grantee at the address provided as the Notice Address herein, or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.

**17. Notice**

All notices under this Grant Agreement may be given by personal delivery, fax or email (with confirmed receipt), or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other persons, addresses and fax numbers as a party may designate by notice to the other parties). Notice shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

Kim Jones, Watershed Management Division Manager  
Town of Bluffton  
P.O. Box 386  
Bluffton, SC 29910  
Telephone: 843-706-4593  
E-mail: [kjones@townofbluffton.com](mailto:kjones@townofbluffton.com)

SC DHEC:  
Jana Baxley  
SC DHEC Bureau of Water  
319 Grant Program  
2600 Bull Street  
Columbia, SC 29201-1708  
Telephone: (803) 898-4213

If any individual named above is no longer employed by the party in the same position at the time notice is to be given, and the party has failed to designate another person to be notified, then notice may be given to the named person's successor, if known, at the same address.

**18. Compliance with Laws**

Grantee shall comply with all applicable laws, and regulations in the performance of this Grant Agreement.

**19. Third Party Beneficiary**

This Grant Agreement is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this Grant Agreement as a third party beneficiary or otherwise.

**20. Insolvency, Bankruptcy, and Dissolution**

(a) Notice. Grantee shall notify SC DHEC in writing within five (5) days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this Grant Agreement. (b) Termination. This Grant Agreement is voidable and subject to immediate termination by SC DHEC upon Grantee's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, dissolution (if an organization), death (if an individual), or ceasing to do business.

**21. Severability**

The invalidity or unenforceability of any provision of this Grant Agreement shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

**22. Waiver**

SC DHEC does not waive any prior or subsequent breach of the terms of this Grant Agreement by making payments on the Grant Agreement, by failing to terminate the Grant Agreement for lack of performance, or by failing to enforce any term of the Grant Agreement. Only the Contracts Manager has actual authority to waive any of SC DHEC's rights under this Grant Agreement. Any waiver must be in writing.

**23. Attachments/Addenda**

Any attachments, addenda or other materials attached to the Grant Agreement are specifically incorporated into and made part of this Grant Agreement.

**24. Place of Contracting**

This Contract is deemed to be negotiated, made, and performed in the State of South Carolina.

**25. Preventing and Reporting Fraud, Waste and Abuse**

SC DHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or grantee shall direct, participate in, approve, or tolerate any violation of federal or State laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for

payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other “whistleblower” statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and State laws prohibiting false claims and SC DHEC’s policies and procedures regarding false claims may be obtained from the agency’s Contracts Manager or Bureau of Business Management.

Any employee, agent, or grantee of SC DHEC who submits a false claim in violation of federal or State laws will be reported to appropriate authorities.

If Grantee, Grantee’s agents or employees have reason to suspect FWA in agency programs, this information should be reported in confidence to the agency. A report may be made by writing to the Office of Internal Audits, SC DHEC, 2600 Bull Street, Columbia, SC 29201; or by calling the Agency Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. Grantee is required to inform Grantee’s employees of the existence of DHEC’s policy prohibiting FWA and the procedures for reporting FWA to the agency. Grantee must also inform Grantee’s employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

## **26. Copyright/Patent**

Ownership of all copyrightable or patentable subject matter developed, created, or invented under this Grant Agreement shall belong to SC DHEC. To the extent permitted under federal copyright law, any such copyrightable work shall be considered a work made for hire. To the extent any such work may not be considered a work made for hire under federal copyright law, grantee irrevocably assigns and agrees to assign all right, title, and interest in such work to SC DHEC. Grantee irrevocably assigns and agrees to assign all right, title, and interest in any invention or other patentable subject matter to SC DHEC. Grantee shall execute without additional compensation any additional documents SC DHEC may reasonably require to effectuate or perfect such rights, including, without limitation, additional assignments, copyright registration applications, patent applications, affidavits, and other documents and instruments.

## **27. Subrecipient**

- a. Audit:** All Grantees (Subrecipients), except for-profit entities, must submit a certification of total federal and state grant expenditures upon request from SC DHEC. If Grantees (Subrecipient) expends \$750,000 or more in federal awards from all sources during the fiscal year, Grantee (Subrecipient) must have a single or program-specific audit conducted for the fiscal year, in accordance with the provisions of 2 CFR Part 200, Subpart F.

The Audit shall be completed and submitted within the earlier of 30 days after receipt of the auditor’s reports(s), or nine months after the end of the audit period.

The Grantee (Subrecipient) agrees to send one copy of any audit conducted under the provisions of 2 CFR Part 200, Subpart, Subpart F, to:

SC Department of Health and Environmental Control  
Ronnie P. Belleggia  
Director of the Bureau of Financial Management  
2600 Bull Street  
Columbia, SC 29201-1708  
Email: [bellegrp@dhec.sc.gov](mailto:bellegrp@dhec.sc.gov)  
Telephone: (803) 898-3390

Entities which are audited as part of the State of South Carolina Statewide Single Audit are not required to furnish a copy of that audit report to SC DHEC's Office of Internal Audits.

Non-federal entities that expend less than \$750,000 a year in total federal awards, from all sources, are exempt from the Federal audit requirements of 2 CFR Part 200, Subpart F for that year, but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity, and General Accounting Office (GAO).

A Grantee (Subrecipient) is prohibited from charging the cost of an audit to federal Awards if the Grantee (Subrecipient) expended less than \$750,000 from all sources of federal funding in the Grantee's (Subrecipient) fiscal year. If the Grantee expends less than \$750,000 in federal funding from all sources in the Grantee's fiscal year, but obtains an audit paid for by non-federal funding, then SC DHEC requests a copy of that audit to be sent to:

SC Department of Health and Environmental Control  
Ronnie P. Belleggia  
Director of the Bureau of Financial Management  
2600 Bull Street  
Columbia, SC 29201-1708  
Email: [bellegrp@dhec.sc.gov](mailto:bellegrp@dhec.sc.gov)  
Telephone: (803) 898-3390

**b. Indirect Costs:** As a Subrecipient, if Grantee (Subrecipient) utilizes an indirect cost rate, the Grantee (Subrecipient) must provide a copy of the approved indirect cost rate letter from its federal cognizant agency OR an indirect cost rate **reviewed and approved** by an external auditor in accordance with GAAP. Otherwise, only direct charges will be allowed under the terms and conditions of this Grant Agreement.

**c. FFATA Reporting:** As a recipient of federal funds, Grantee (Subrecipient) is required to report the following minimum data elements to SC DHEC. Additional data elements may be required by subsequent OMB guidance or regulation.

*(DO NOT ENTER THIS INFORMATION IN THE FEDERAL REPORTING DATABASE, ONLY REPORT IT BACK TO SC DHEC. SC DHEC BUREAU OF FINANCIAL MANAGEMENT IS RESPONSIBLE FOR REPORTING THIS INFORMATION TO THE FEDERAL GOVERNMENT)*

1. *Data Universal Numbering System (DUNS) 9-digit number*
2. *Contract number*
3. *Subrecipient name as registered in the Central Contractor Registration*
4. *Amount of award received*
5. *Total Amount of contract award*
6. *Date contract was signed by both parties*
7. *Total contract period*
8. *Physical location of primary place of performance*
  - a. *State*
  - b. *Population*
  - c. *City*
  - d. *Congressional District*
  - e. *County*
  - f. *Area of Benefit (i.e., state, county, city, school district)*
9. *Top 5 most highly compensated officers and their compensation*

## **28. Audit**

Grantees (Subrecipient) who are not required to obtain a single or program specific audit may be required to obtain limited scope audits if the quarterly compliance reports, site visits and other information obtained by SC DHEC raise reasonable concern regarding compliance with Grant Agreement conditions. Such engagements may not be paid for by SC DHEC pass-through funds.

## **29. Compliance and Reporting Requirements**

Grantees (Subrecipients) who expend any funds obtained from, or passed through SC DHEC, must provide quarterly compliance reports outlining the status of the project, compliance with the scope of services and documentation of expenditures to the proper program area of SC DHEC. The specific reporting requirements are outlined below. Further, the grantee is subject to site visits from SC DHEC in an effort to monitor compliance.

### **1. Periodic Grantee Reporting**

- a. **Quarterly Reporting:** Once every three (3) months during the Grant Agreement period and following the performance of services described in Section B, the Grantee MUST submit to SC DHEC the following three items (due January 5, April 5, July 5, and October 5) BEFORE payment will be made. Information included on the following should reflect activities and expenses incurred during the prior quarter (for example, the paperwork due April 5 covers the January 1- March 31 timeframe). Additionally, these items MUST be submitted using forms and guidelines provided by SC DHEC staff.

- b. **Quarterly Progress Reports:** As required by EPA, the Grantee agrees to furnish a progress report to SC DHEC for every three-month period contained in the Grant Agreement. This report will describe the progress of objectives and milestones as stated in the workplan. Reports should include information on all activities occurring within the past quarter. Any difficulties, successes or delays should be noted and described in the report as well.
  
- c. **Quarterly Load Reduction Reports:** The Grantee agrees to furnish project-specific BMP implementation data. These reports will include worksheets and charts that outline all best management practices (BMPs) installed through activities outlined in Section A. These forms will be provided to the Grantee by SC DHEC staff. Information gathered on these forms is used by SC DHEC staff to calculate pollutant load reductions for the project, which will be entered into EPA's Section 319 Nonpoint Source Program national database.
  
- d. **Semi-annual Reporting**  
Twice a year (semi-annually) during the Grant Agreement period and following the performance of services described in Section A, the Grantee MUST submit a MBE/WBE Form to SC DHEC (due April 5th & October 5th). The MBE/WBE MUST be submitted using forms and guidelines provided by SCDHEC staff. Reconciled MBE/WBE forms which list the names and addresses of all Minority, Woman, or Other owned business enterprises which were expended for any project expense excluding Personnel Expenses, Fringe Expenses, or Travel Expenses. EVERY procurement outside of Personnel, Fringe or Travel MUST be included on the MBE/WBE form and it must reconcile with the prior submitted invoices.

## 2. Final Reporting

Upon the end of the Grant Agreement, the Grantee agrees to submit a closeout (final) report that adheres to US EPA Project Closeout Guidelines.

**Final Technical Project Report** due 30 days after Grant Agreement ending date.

**Final Invoice and Matching Report** due 30 days after Grant Agreement ending date. The Grantee's final invoice will reflect the balance of the allowable reimbursable costs and the total project match calculations.

**Final Financial Report** due 45 days after Grant Agreement ending date.

The recipient agrees to use recycled paper for all reports, which are prepared as a part of this Grant Agreement and delivered to EPA.

## 30. Lobbying

- a. Contractors and Grantees, including subcontractors, sub grantees, and sub recipients, who receive federal funds pursuant to this Grant Agreement, are prohibited from using any of the grant funds to engage in lobbying activities, and

must adhere to applicable statutes and regulations as a condition of receiving the federal funds. These prohibited activities include both direct and "grass roots" lobbying at the federal, state, and local levels, legislative and executive functions.

- b. No part of any Grant Agreement or Contract funds will be used to pay the salary or expenses of any person related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government. This prohibition shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- c. 31 U.S.C. § 1352 certification (45 CFR Part 93). The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that:
  - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **31. Confidentiality**

Confidential information includes information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by SC DHEC, or known or believed by Contractor or Grantee's employee or agent to be claimed as confidential or entitled to confidential treatment.

- a. Grantee will not, unless required to perform its responsibilities under this Grant Agreement or required by law (as determined by a court or other governmental body with authority):
  - i. access, view, use, or disclose confidential information without written authorization from SC DHEC;
  - ii. discuss confidential information obtained in the course of its relationship with SC DHEC with any other person or in any location outside of its area of responsibility in SC DHEC; or
  - iii. make any unauthorized copy of confidential information, or remove or transfer this information to any unauthorized location or media.
- b. If Grantee discloses confidential information pursuant to a properly completed authorization or legal process, order, or requirement, grantee must document the disclosure and make the documentation and authorization available for SC DHEC inspection and audit. Grantee will direct any request it receives for confidential information obtained through performance of services under this Grant Agreement, including a subpoena, litigation discovery request, court order, or Freedom of Information Act request, to the SC DHEC Contracts Manager and SC DHEC Office of General Counsel as soon as possible, and in every case within one business day of receipt.
- c. Grantee must ensure that its employees, agents, and subgrantees who may have access to SC DHEC confidential information are aware of and comply with these confidentiality requirements. Grantee must ensure that any release of confidential information is limited to the minimum necessary to meet its obligations under this agreement and applicable law. If Grantee will or may have access to any Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-92, as amended, and regulations (45 CFR Parts 160 and 164), Grantee will sign and comply with SC DHEC's Business Associate agreement (SC DHEC Form 0854, attached) and protect PHI in compliance with HIPAA. SC DHEC may, in its discretion, require Grantee and Grantee's employees, agents, and subcontractor to sign SC DHEC Form #321A, the SC DHEC Contractor Confidentiality Agreement, to protect information contained in a particular SC DHEC program area.

- d. Grantee must immediately notify the SC DHEC Compliance Officer at 803-898-4869 and the SC DHEC Contracts Manager of any unauthorized use or disclosure of confidential information received under this Grant Agreement. Grantee will promptly notify SC DHEC of any suspected or actual breach of security of an individual's personal identifying information under S.C. Code Section 1-11-490 and will assist SC DHEC in responding to the breach and fulfilling its notification obligations under applicable law, including S.C. Code Section 1-11-490. Grantee's obligations under this provision and any other agreements concerning confidentiality shall survive termination, cancellation, or expiration of the Grant Agreement.

### 32. EPA Funds

The Grantee ensures to the fullest extent possible that all procurements made with funds provided under this Grant Agreement will be made from Disadvantaged Business Enterprise (DBE) organizations based on the following minimum percentages by category:

Category	MBE	WBE
Construction	2.5%	2.5%
Supplies	5.0%	5.0%
Services	5.0%	5.0%
Equipment	3.0%	3.0%

This information will be reported on a semi-annual basis on the MBE/WBE report and must reconcile with all invoiced amounts.

### 33. Revision of Law

The Grantee will comply with the Federal regulations as described in 40 CFR 31: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Cost Principles and Audit Requirements for Federal Awards. The provisions of the agreement are contingent upon any possible revision of Federal regulations and requirements governing 319(h) Nonpoint Source Grants.

### 34. Equipment Title

Title to any equipment, goods, software or database whose acquisition cost is borne wholly or in part by this Grant Agreement shall vest in Grantee upon acquisition, in accordance with federal equipment guidelines outlined above. Should the Grantee be unable to continue to use the equipment for the benefit of the Nonpoint Source program, such equipment shall be returned to SC DHEC upon close of this Grant Agreement.

### 35. License/Accreditation

Grantee represents and warrants that Grantee and Grantee's employees and/or agents to perform services under this Grant Agreement currently hold in good standing all federal and state licenses (including professional licenses), certifications, approvals, and accreditations necessary to perform services under this Grant Agreement, and that Grantee has not received notice from any governmental body of any violation or threatened or actual suspension or revocation of any such licenses, certifications,

approvals, or accreditations. Grantee and its employees/agents shall maintain licenses, certifications, and accreditations in good standing during the term of this Grant Agreement. Grantee will immediately notify SC DHEC if a board, association, or other licensing or accrediting authority takes any action to revoke or suspend the license, certification, approval, or accreditation of Grantee or Grantee's employees or agents providing or performing services under this Grant Agreement.

### **36. Conflict of Interest**

Personnel and other officials connected with this Grant shall adhere to the requirements given below:

#### **a. Advice**

No official or employee of a state or unit of local government or of non-government Grantees/sub-Grantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding application, request for a ruling or other determination, agreement, grant cooperative agreement, claim, controversy or other particular matter in which these funds are used, where to the person's knowledge or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee of any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.

#### **b. Appearance**

In the use of these Grant Agreement funds, officials or employees of state or local units of government and non-governmental Grantees/sub-Grantees shall avoid any action which might result in, or create the appearance of: 1) using the person's official position for private gain; 2) giving preferential treatment to any person; 3) losing complete independence or impartiality; 4) making an official decision outside official channels; or 5) affecting adversely the confidence of the public in the integrity of the governmental or the program.

### **37. Demonstration of Progress and Eligibility**

Upon request, the recipient (Grantee) shall demonstrate to SC DHEC satisfactory progress in meeting the schedule of milestones and continuing eligibility for Section 319(h) Grants. Such demonstration may include providing information, data, and reports as outlined in this agreement, or as deemed necessary by SC DHEC.

### **38. Management Fees and Similar Charges**

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work as outlined in Attachment 1.

### **39. Recycled Paper**

In accordance with EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 2, 2007), the recipient agrees to use recycled paper for all reports, which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by available through the General Services Administration.

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

#### **40. Hotel-Motel Fire Safety**

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act.

#### **41. Food and Refreshments**

Unless the event(s) and all of its components (i.e., receptions, banquets and other activities that take place after normal business hours) are described in the approved workplan, the recipient agrees to obtain prior approval from SC DHEC and EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The Grantee must send requests for approval to the SC DHEC Nonpoint Source Coordinator and include:

- I. An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- II. A description of the purpose, agenda, location, length and timing for the event.
- III. An estimated number of participants in the event and a description of their roles.

Grantees may address questions about whether costs for light refreshments, and meals for events are allowable to the Nonpoint Source Coordinator. However, EPA will make final determinations on allowability. Federal policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.11)

#### **42. Permits**

The Grantee agrees to ensure that all necessary permits (such as Clean Water Act § 404) are obtained prior to implementation of any grant funded activity that may fall under applicable federal, state or local laws. The workplan (Attachment 1) must identify permits that may be needed to complete work plan activities. The Grantee must keep documentation regarding necessary permits in the project file. EPA approval of a workplan does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity.

#### **43. Other Representation of Grantee**

Grantee represents and warrants that:

- a. Grantee has the professional, technical, logistical, financial, and other ability to perform its obligations under this Grant Agreement.
- b. Grantee's execution and performance of this Grant Agreement do not violate or conflict with any other obligation of Grantee.
- c. Grantee has no conflict of interest with its obligations under this Grant Agreement.
- d. Grantee has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.
- e. Grantee has not previously been found in breach or default of any government Grant Agreement, and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government contract, except as disclosed in Exhibit \_\_\_\_.
- f. Grantee is a **Local Government** entity, duly organized, validly existing and in good standing under the laws of **South Carolina** and authorized to transact business in South Carolina, with full power and authority to execute and perform its obligations under this agreement.

#### **44. Tobacco-Free Campus Policy**

Use of all tobacco products, including smokeless tobacco and electronic cigarettes, is prohibited in any facility or on any property owned or controlled by SC DHEC (including parking lots, parking garages, sidewalks, and breezeways).

### **F. ADDITIONAL PROGRAMMATIC CONDITIONS**

#### **1. Site Visits**

The Grantee is subject to site visits from SC DHEC in an effort to monitor compliance with this Grant Agreement. These visits will occur, at a minimum, on an annual basis, but may occur more frequently if deemed necessary.

#### **2. QAPP**

As required by EPA, all projects that obtain or generate environmental data must have an approved quality assurance project plan (QAPP) no later than 120 days from the date of the award and **before** water quality monitoring begins. No water quality monitoring may begin until detailed monitoring plans and protocols have been submitted by the Grantee and approved by the 319 Program staff and SC DHEC's Office of Quality Assurance.

#### **3. Geospatial Data**

As required by EPA, all geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards can be found at [www.fgdc.gov](http://www.fgdc.gov).

#### **4. Cost shared BMPs**

As required by EPA, projects with Agricultural Best Management Practices (BMPs), that involve cost shared installation of best management practices, the Grantee and cooperating agencies are authorized to use average costs, in accordance with procedures established in Title 120 of the USDA Natural Resources Conservation Service General Manual, for establishing and documenting the costs for agricultural BMPs.

#### **5. Animal Feeding Operations**

As required by EPA, any Animal Feeding Operation (AFO) that receives financial assistance pursuant to this grant must have and implement a nutrient management plan that: 1) provides and maintains buffers or equivalent practices; 2) diverts clean water; 3) prevents direct contact of confined animals with water of the United States; 4) addresses animal mortality; 5) addresses chemical disposal; 6) addresses proper operation and maintenance; 7) addresses record keeping and testing; 8) maintains proper storage capacity; 9) addresses rates and timing of land application of manure and wastewater. SC DHEC approval of the Plan must be obtained before cost share funds are dispensed to the producer. Producers that have approved plans should provide permit number so that its existence may be verified.

#### **6. Maintenance**

As required by EPA, the Grantee shall ensure that any on-the-ground Best Management Practices that are funded with Section 319 grant dollars are properly operated and maintained for the normal expected useful life of the practice.

#### **7. Match**

The Grantee agrees to match the Federal funds with a minimum of \$ [REDACTED] in non-Federal funds. This represents forty percent (40%) of the total project cost.

#### **8. Outputs**

Informational materials, including but not limited to reports, manuals, brochures, fact sheets, newsletters, posters, videos, and Internet home pages, produced under a project funded by a Section 319 Grant must acknowledge SC DHEC and the US EPA as the funding source by including this phrase, **“This project was funded wholly or in part by the US EPA under a Section 319 Grant through the SC Department of Health and Environmental Control (SC DHEC).”**

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**The parties to this Grant Agreement hereby agree to any and all provisions of the Grant Agreement as stated above.**

**SC DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

BY: Myra C. Reece  
Myra C. Reece, Director of Environmental Affairs

DATE: 9-16-2019

WITNESS: [Signature]

**TOWN OF BLUFFTON**

BY: Marc Orlando  
TITLE: \_\_\_\_\_

DATE: 9-25-19

WITNESS: [Signature]

**MAILING ADDRESS:**

Kim Jones, Watershed Management Division Manager  
Town of Bluffton  
P.O. Box 386  
Bluffton, SC 29910  
Telephone: 843-706-4593  
E-mail: kjones@townofbluffton.com  
Fax: (843) 706-4590  
**FEIN: 57-0527565**

**TYPE OF ENTITY (check one):**

- Corporation
- LLC
- Partnership
- Nonprofit organization
- Government agency or political subdivision – specify state if not SC: \_\_\_\_\_
- Other Governmental body (specify) \_\_\_\_\_
- Individual/sole proprietor
- Other (specify) \_\_\_\_\_

If a corporation, LLC, or nonprofit organization:

State of incorporation/organization:

\_\_\_\_\_

Registered agent and address in South Carolina:

\_\_\_\_\_

\_\_\_\_\_

SCDLLR or other license #: \_\_\_\_\_