

Grant Award

Grantee: Town of Edisto Beach

Date of Award: November 1, 2021

Grant Title: Pump Stations A and B

Award Amount: \$500,000

Grant Period: November 1, 2021 – October 31, 2023

Grant Number: R-22-1305

The South Carolina Rural Infrastructure Authority ("RIA") hereby awards funds to the above named Grantee, in the amount shown above, for the activities specified in the application and for the purposes authorized. The acceptance of this award creates a contract between RIA and the Grantee legally binding the Grantee to carry out the activities set forth in the approved grant application in accordance with the terms and conditions of the Grant Agreement.

SPECIAL CONDITIONS

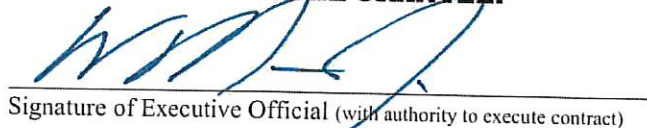
1. Grantee must submit the proposed bid package for RIA review before advertising the project.
2. Grantee must meet with RIA for technical assistance regarding implementation of the grant.
3. Grantee must comply with the RIA Project Management Procedures.

This contract shall become effective, as of the date of award, upon return of one copy of this grant award which has been signed in the space provided below. The copy must have original signatures and must be returned within forty-five (45) days from the date of award.



Bonnie Ammons, Executive Director
SC Rural Infrastructure Authority

ACCEPTANCE FOR THE GRANTEE:


Signature of Executive Official (with authority to execute contract)

11/09/2021
Date

W. Crawford Moore Jr., Mayor
Name and Title of Chief Executive Official

ATTEST:


Signature of Authorized Official

Municipal Clerk
Title of Authorized Official

Harry M. Lightsey III
Chairman



Bonnie Ammons
Executive Director

South Carolina
Rural Infrastructure Authority

GRANT AGREEMENT

Town of Edisto Beach (Grant #R-22-1305)

In accordance with the provisions of Section 11-50-10 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), the South Carolina Rural Infrastructure Authority, hereinafter called the "Authority," does commit to the Grantee, a grant as set forth in the Grant Award which is attached hereto and made a part of this Grant Agreement (the "Agreement"). The acceptance of the Agreement creates a contract between the Authority and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in the approved Grant Application including any attachments or other submissions made, or to be made thereto, and this Agreement. Such activities and obligations shall be carried out in accordance with the terms and conditions set forth in this Agreement, as well as the Grant program requirements and project management procedures, and any other documents or conditions referred to herein and as may be revised or updated from time to time.

The Grant Award serves as the signature page for this Agreement and must be executed and returned to the Authority within 30 days of the Award Date.

Section 1: DEFINITIONS.

- (a) Agreement means the Grant Award and Grant Agreement.
- (b) Application means the Grant application forms submitted by the Grantee and approved by the Authority.
- (c) Grant Award means the form setting forth the amount of funds awarded to the Grantee and serving as the signature page to this Agreement.
- (d) Award Date means the date on which the Grant is awarded by the Authority.
- (e) Grant Period means the 24 month time period reflected in the Grant Award during which the Grant will be implemented.
- (f) Contractor means a private contractor who undertakes all or part of the Project.
- (g) Authority means the South Carolina Rural Infrastructure Authority.

submitted with the request for payment. The Authority may make, and the Grantee shall accept, full or partial disbursements for actual, eligible expenses incurred not to exceed the amount of the Grant.

Section 6: FINANCIAL MANAGEMENT. The Grantee must maintain a financial management system using generally accepted accounting principles utilizing appropriate internal controls to provide adequate accountability for the Grant. The Grantee's records must account for Grant funds separately and disclose accurate information about the Grant Award, obligations, unobligated balances, assets, liabilities, expenditures, and income.

Section 7: AUDIT. The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project. The Grantee must notify the Authority of any audit findings related to the Grant funds or general grant management and make available a copy of the audit report to the Authority. The Grantee agrees that it will reimburse the Authority for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the Authority. Upon request of the Authority, the Grantee shall make available, and cause any Contractor to make available, for audit and inspection by the Authority and its representatives all the books, records, files and other documents relating to any matters pertaining to the Project, the Application or this Agreement. The audit of Grant funds received under this Agreement must adhere to the following audit requirements, whichever is applicable:

- (a) Generally accepted auditing standards established by the American Institute of Certified Public Accountants (AICPA); or
- (b) The General Accounting Office (GAO) Standards for Audits of Governmental Organizations, Programs, Activities, and Functions, latest revised edition (Yellow Book).

Section 8: PROCUREMENT: All purchases of goods and services shall be made according to the applicable procurement laws, regulations and guidelines of the Grantee, provided it substantially conforms to the Model Procurement Ordinance for Local Governments developed in accordance with the South Carolina Consolidated Procurement Code. If the Grantee has no established procurement laws, regulations and guidelines, Article 5: Source Selection and Contract Formation and Article 9: Construction, Architect-Engineer, Construction Management, and Land Surveying Services of the South Carolina Consolidated Procurement Code may be used as a guideline for goods and services and construction funded in whole or in part with grant funds.

Upon request, the Grantee must make available to the Grantee's auditor, the Authority and its representatives, the Grantee's public records and other documentation of the procurement process and any sole source justification. If the Grantee fails to adhere to procurement procedures required by law, the Authority may require repayment by the Grantee of Grant funds that were expended in a disallowable manner or the Grantee may be subject to other sanctions as identified herein.

Section 9: MBE OBLIGATION. The Grantee agrees to ensure that minority business enterprises (MBE) as identified in Article 21, Sections 11-35-5210 through 11-35-5270 of the Code have the maximum opportunity to participate in the performance of contracts and subcontracts financed in

- (h) Grant means the dollars committed by the Authority to the Grantee for the Project identified in the Application and set forth in the Grant Award.
- (i) Grantee means the unit of government or other eligible entity such as a special purpose or public service district, or public works commission, designated for the Grant and set forth in the Grant Award.
- (j) Project means the project identified and described in the Application.
- (k) State means the State of South Carolina and any agencies or offices thereof.
- (l) Subrecipient means a governmental or not-for-profit water and/or sewer organization authorized to carry out any portion of the Project under a written agreement with the Grantee that has been approved in advance by the Authority.

Section 2: RIA PROGRAM REQUIREMENTS AND PROJECT MANAGEMENT PROCEDURES. The Grantee must comply with the requirements of Title 11, Chapter 50 of the Code as well as any project management procedures provided by the Authority.

Section 3: SCOPE OF WORK. The Grant shall be used only for specified activities approved in the Application, which is included by reference to this Agreement, unless otherwise approved in writing by the Authority.

Section 4: AWARD. The Authority has legal authorization under the Code to award grants for qualified projects and to enter into agreements. Accordingly, the Authority hereby commits the Grant to be used only for the Project and related costs, as described in the Application. Funds obligated or expended prior to the Grant Award or for activities that have not received written approval from the Authority shall be considered ineligible expenses and shall not be eligible for payment from Grant funds.

The Grantee must obtain from the Authority a written notice to proceed prior to incurring costs against the Grant. If the Grantee needs to incur expenses prior to the Authority's notification to proceed, the Grantee must submit a written request to the Authority and obtain prior written approval from the Authority. Otherwise, any expenditure made prior to the date of the written notice to proceed is made by the Grantee at its own risk and expense and is not eligible for payment from Grant funds.

Section 5: PAYMENT. The Grantee must submit to the Authority a certified request for payment for eligible expenses that are documented by the Grantee.

The Grantee will certify, to the best of its knowledge, information and belief that the work on the Project, for which payment from Grant funds is requested, has been completed in accordance with the terms and conditions of this Agreement.

All requests for payment must be made on forms approved by the Authority. Such requests shall be certified as valid expenses by an official representative of the Grantee. Invoices or other documentation reflecting eligible expenses, that the Authority may reasonably require, must be

whole or in part with grant funds provided under this Agreement. In this regard, the Grantee and its Contractors shall take all necessary and reasonable steps to ensure that MBEs have the maximum opportunity to compete for and perform contracts.

Section 10: THIRD PARTY CONTRACTS OR AGREEMENTS. The Grantee shall remain fully obligated under the provisions of the Agreement notwithstanding the Grantee's designation of, or contract with, any third party or parties for the undertaking of all or any part of this Agreement. The Grantee warrants that it will enforce all applicable terms and conditions of this Agreement upon any third parties or Contractors.

All of the services required to complete the Project will be performed by the Grantee or a subrecipient, and/or a Contractor, under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local laws to perform such services. The Grantee may not award contracts to any Contractors who are ineligible to receive contracts under any applicable laws or regulations of the State.

The Grantee must submit all proposed agreements with subrecipients or third party Contractors engaged to perform work within the scope of the Grant to the Authority prior to finalizing those agreements. All change orders or contract amendments must be submitted in writing and in advance to the Authority.

Any disputes arising out of a contract funded in whole or in part with the Grant are the responsibility of the Grantee and should be resolved in a timely manner in accordance with the process outlined in the local procedures or state law.

Section 11: PERSONNEL. The Grantee agrees that it has the necessary personnel, or will hire the necessary personnel, to carry out the activities described in the Application and this Agreement. All personnel shall be fully qualified and authorized to carry out such activities under State or local laws, as applicable.

Section 12: PERMITS. The Grantee shall obtain all necessary federal, state and/or local permits required for the construction and/or operation of the Project. Construction permits are to be obtained prior to advertising projects.

Section 13: SIGNS. Any signs installed at the Project site must be pre-approved by the Authority and must acknowledge funding by the Authority.

Section 14: PROJECT START-UP. The Project must be substantially underway within 180 days of the Award Date. If the Grantee does not begin the Project within 180 days of the Award Date, the Authority reserves the right to rescind the Grant, require the repayment of any Grant funds provided to Grantee and terminate this Agreement.

Section 15: AMENDMENTS. Any changes in the approved scope of work of the Project must be submitted in advance and in writing by the Grantee to the Authority and must clearly identify the need for the change or relief. Amendments must be requested by the Chief Executive Official of the Grantee. The Authority has no obligation to approve such a request. Any approved amendment granted by the Authority shall be appended to this Agreement as an amendment.

Section 16: BUDGET CHANGES. Any change in a budget line item (paid in whole or in part with Grant funds) which is greater than ten percent (10%) of any line item must be approved in writing by the Authority prior to any payment with Grant funds.

Section 17: FUNDING OVERRUNS/UNDERRUNS. The Grantee agrees that it will return surplus Grant funds that result from project cost underruns, and that it will commit and provide monies from its own resources for cost overruns required to complete the Project, unless otherwise approved. This Agreement creates no obligation on the part of the Authority or the State to provide funds for the cost overruns.

Section 18: PROJECT COMPLETION. The Grantee must take appropriate action to implement the Project in a timely manner. The Grantee must complete, or cause to be completed, the portion of the Project to be funded in whole or in part with Grant funds within 24 months of the Award Date, unless otherwise approved. Completion is defined as submission by the Grantee to the Authority of the final report and documentation of Grant funds expended, accomplishments and other documentation that may be required by the Authority. The Authority will conduct such reviews as may be appropriate prior to issuing a notification in writing of the closure of the Grant. Any unexpended Grant funds at Project completion shall be returned to the Authority or deobligated from the Grant prior to the closure of the Grant.

The Grantee may submit a written extension request to the Authority to include reasons for any delays and, justification why the Project should be granted an extension, and a new schedule for completion that outlines the proposed major project milestones and timeline. The Authority may consider such requests and may, in its sole discretion, grant an extension to complete the Project. The Authority, in its sole discretion, may terminate a grant that cannot be completed in a timely manner and require that any portion of funds not disbursed to the Grantee be deobligated.

Section 19: REPORTING REQUIREMENTS. The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any significant issues affecting the Project. Progress reports will be in such form as required by the Authority and are due on the first day of the second full quarter after commencement of the Project. Quarters begin on January 1, April 1, July 1 and October 1. Failure to submit progress reports will make the Grantee subject to the sanctions identified herein. A final close out and accomplishments report must be submitted at Project completion. The Grantee further agrees to complete and submit any and all other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the Authority.

Section 20: MAINTENANCE OF RECORDS. The Grantee shall retain records for property purchased totally or partially with Grant funds for a period of three years after its final disposition. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years. All other pertinent Grant and Project records including financial records, supporting invoices, receipts or other financial documentation, contracts, agreements, reports and other records shall be retained for a minimum of three years after notification in writing by the Authority of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any

such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 21: MONITORING. The Grantee must maintain all Project-related or Grant-related records for review by the Authority or other State agency as may be required to ensure timely completion of the Project and compliance with the terms and conditions of this Agreement, or program guidelines or other State requirements. Such records shall be made available for random audit and review by the State but generally the Authority will provide at least 24 hour advance notice of any review to be completed during business hours. Any deficiencies noted during the review must be fully cleared within 30 days of notification, unless otherwise specified and prior to close out of the Grant. Failure to comply with these requirements will constitute a violation of this Agreement and the Grantee will be subject to sanctions as specified in this Agreement.

Section 22: PERFORMANCE. The Grantee shall become fully acquainted with the conditions related to the scope of work and other conditions contained in this Agreement. The failure or omission of the Grantee to become acquainted with these conditions shall not relieve him of any obligation with respect to the Grant or this Agreement. By acceptance of this Grant, the Grantee warrants that it will complete or cause to be completed the Project as described in the approved Application, including any approved amendments appended hereto. Should the Grantee fail to cause the completion of all or part of the Project, the Authority shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed. The Grantee agrees that it is responsible for providing matching contributions as approved in the Application, or any amendments appended hereto, and failure to provide such contributions in the approved amount may result in a pro rata reduction in the Grant funds.

Section 23: SANCTIONS. If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the Authority may take any or all of the following actions in addition to seeking any other relief that it is entitled to by law or in equity:

- delay payment of grant funds until all required documentation has been received and approved;
- require repayment of all or a portion of any Grant funds provided;
- cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or
- refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 24: TERMINATION. The Authority may, upon written notification to the Grantee, terminate all or part of the Grant to be provided pursuant to this Agreement for cause or negligence by the Grantee. This Agreement may also be terminated, in whole or in part, with the mutual consent of the Authority and the Grantee, upon written notification.

Section 25: RESPONSIBILITY FOR MAINTENANCE. Maintenance of facilities, structures, or other improvements paid for in whole or in part with Grant funds is the sole responsibility of the Grantee. Neither the Authority nor the State shall have any responsibility whatsoever to maintain such improvements relating to the Project. The Grantee may assign this responsibility to a third party.

Section 26: DISCRIMINATION. The Grantee shall not, and shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 27: SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT. The Grantee and any Contractors under its supervision are required to comply with the South Carolina Illegal Immigration Reform Act requiring verification of lawful presence in the United States of any alien 18 years of age or older who has applied for state or local public benefits, as defined in 8 U.S.C. Section 1621, or for federal public benefits, as defined in U.S.C. Section 1611.

Section 28: INTEREST OF CERTAIN FEDERAL OR STATE OFFICIALS. No elected or appointed State or federal official shall be allowed any share or part of this Agreement or to any benefit arising from the same.

Section 29: CONFLICT OF INTEREST. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or this Agreement. The Grantee shall incorporate, or cause to be incorporated, in all of its contracts or subcontracts relating to the Project and this Agreement this provision prohibiting such interest and shall comply with Section 8-13-100 et. seq. of the Code. The Grantee shall also generally avoid any action that might result in or create an appearance of conflict.

Section 30: PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION. The Grant funds provided under this Agreement shall not be used for the payment of any bonus or commission to a third party for the purpose of obtaining the Authority's approval of the Application or any other approval or concurrence of the Authority required under this Agreement.

Section 31: LOBBYING. The Grantee is prohibited from using Grant funds for the purpose of lobbying the members of the South Carolina General Assembly or a State agency.

Section 32: POLITICAL ACTIVITY. None of the Grant funds or, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or otherwise in violation of the provisions of Section 8-13-765 of the Code.

Section 33: LEGAL SERVICES. No attorney-at-law shall be engaged through the use of any Grant funds provided under this Agreement in any legal action or proceeding against the State, the Grantee, any local public body or any political subdivision.

Section 34: APPLICABLE LAW. This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws

principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 35: NOTICES. All notices required or otherwise provided under this Agreement shall be deemed made upon mailing by first class mail, postage prepaid, and addressed to the other party as follows:

Notices to the Authority shall be sent to:

Ms. Bonnie Ammons
Executive Director
South Carolina Rural Infrastructure Authority
1201 Main Street, Suite 1600
Columbia, SC 29201

Notices to Grantee shall be sent to:

Ms. Iris Hill
Town Administrator
Town of Edisto Beach
2414 Murray Street
Edisto Beach, South Carolina 29438

Section 36: APPROPRIATIONS. Notwithstanding any other provisions of this Agreement, the parties hereto agree that the Grant funds awarded hereunder are payable by appropriations from the State. In the event sufficient appropriations, grants, and monies are not made available to the Authority to pay the compensation and expenses hereunder for any fiscal year, this Agreement shall terminate without further obligation of the Authority. In such event, the Authority shall certify to the Grantee the fact that sufficient funds have not been made available to the Authority to meet the obligations of this Agreement; and such written certification shall be conclusive upon the parties.

Section 37: CONFIDENTIAL INFORMATION. Any reports, information, data, or other documentation given to or prepared or assembled by the Grantee under this Agreement which the Authority requests to be kept confidential shall not be made available to any individual or organization by the Grantee without the prior written approval of the Authority; provided, however, that should Grantee be required by law, court order or some other form of compulsory process to disclose such information, the Grantee will give the Authority timely notice of such request prior to disclosure of the information.

Section 38: FREEDOM OF INFORMATION. The Grantee acknowledges and agrees that this Agreement and certain other information related to the Grant Award are or may be subject to public disclosure to the South Carolina Freedom of Information (FOI) Act and that the Grantee and the Authority are required to comply with the provisions of the FOI Act.

Section 39: COPYRIGHT. No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Authority shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 40: LIABILITY & INDEMNIFICATION. The Grantee understands that the Authority accepts no liability for the Project or any responsibility other than its agreement to provide the Grantee the Grant funds for the Project in the amount of the Grant, insofar as such funds are expended in accordance with the terms and conditions of this Agreement. During the Grant Period, the Grantee shall maintain tort liability insurance or shall have a self-funded and excess liability program with coverage amounts sufficient to meet the limits set forth under the SC Torts Claims Act in Section 15-78-120, as may be amended, for the purpose of indemnifying the Authority up to the limits set forth in that Act from any and all claims or liabilities arising out of the Project, the Grant, or this Agreement.

Section 41: TERMS AND CONDITIONS. The Authority reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the Authority and any other agency of the State.

Section 42: SEVERABILITY. If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 43: ASSIGNABILITY: The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee and the Authority.