

**SOUTH CAROLINA
STATE ADMINISTRATIVE PLAN FOR
THE PUBLIC ASSISTANCE PROGRAM**



2020

GLOSSARY OF TERMS

Alternate Governor's Authorized Representative (A/GAR) – appointed by the Governor's Authorized Representative (GAR) to execute, on behalf of the State, all necessary documents for disaster assistance.

Alternate Project(s) – a subrecipient may determine that the public welfare would not be best served by restoring a damaged facility or its function to the pre-disaster design. In this event, the subrecipient may use the Public Assistance (PA) grant for permanent restoration on that facility for other purposes. [Note: This complies with the Stafford Act § 406 (c) (1), 44 CFR § 206.203 (d) (2), PA Guide (FEMA #322), pgs. 84 and 85.] Projects other than the damaged facility on which the subrecipient spends eligible funds are referred to as alternate projects.

Applicant – a State agency, Indian tribe, local government, or eligible Private Non-Profit organization that submits an application to the GAR for assistance under the State's grant, also referred to as subrecipient.

Commitment – a certification by the Governor that the State will provide funds to alleviate effects of the disaster. Also, local governments will expend assistance in the recovery effort in which Federal reimbursement will not usually be requested. The State commitment must be a significant proportion of the total amount.

Community – any State, political subdivision thereof, Indian Tribe or authorized tribal organization, Alaskan Native Village, or authorized native organization that has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

Consolidated Resource Center (CRC) – a centralized location where the Federal Emergency Management Agency (FEMA) personnel write Project Worksheets (PWs) based on information and documentation provided from the field.

Critical Facilities – facilities that provide power, water, sewer, wastewater treatment, communications, emergency medical care, and/or fire/rescue services.

Custodial Care Facility – those buildings, structures, or systems, including those for essential administration and support, which are used to provide institutional care for persons who require close supervision and some physical constraints on their daily activities for their self-protection, but do not require day-to-day medical care.

Damage Inventory – form that details the location, facility, cost and priority of damages the subrecipient has sustained. This form is filled out by the subrecipient prior to the Recovery Scoping Meeting.

Designated Area – any emergency or major disaster-affected portion of the State that has

been determined eligible for Federal assistance.

Educational Facilities – classrooms plus related supplies, equipment, machinery, and utilities of an educational institution necessary or appropriate for instructional, administrative, and support purposes, but does not include buildings, structures, and related items used primarily for religious purposes or instruction.

Educational Institution – any elementary or secondary school as defined by Section 801 (c) or (h) of the Elementary and Secondary Education Act of 1965; or any institution of higher education as defined by Section 1201 of the Higher Education Act of 1965.

Emergency Facilities – those buildings, structures, equipment, or systems used to provide emergency services, such as fire protection, ambulance or rescue services, to the general public, including the administrative and support facilities essential to the operation of such emergency facilities even if not contiguous.

Emergency Work – work that must be done before, during and immediately after a disaster event to save lives and to protect improved property and public health and safety, or to avert or lessen the threat of a major disaster. The deadline to complete Emergency Work is six months from the declaration date unless the Recipient or FEMA authorize an extension.

Exploratory Call – a call conducted by the FEMA Program Delivery Manager (PDMG), in conjunction with the State, to obtain an initial sense of the subrecipient’s needs and damages. The attendees for the Recovery Scoping Meeting are identified on this call.

Facility – any publicly or privately owned building, works, system, or equipment, built or manufactured, or an improved and maintained natural feature. Land used for agricultural purposes is not a facility.

Federal Award – the Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.

Federal Coordinating Officer (FCO) – the person appointed by the U.S. Department of Homeland Security (DHS)/FEMA Director to coordinate Federal assistance in an emergency or a major disaster.

Federal Emergency Management Agency (FEMA) – the Federal agency responsible for coordinating disaster recovery efforts.

FEMA-State Agreement – a formal legal document between FEMA and the affected State stipulating the understandings, commitments, and binding conditions for assistance resulting from a Federal disaster or emergency declared by the President. The FEMA Regional Administrator and the Governor sign the agreement.

Force Account – a subrecipient’s own labor forces and equipment.

Governor’s Authorized Representative (GAR) – the person designated by the Governor to execute all necessary documents for disaster assistance programs on behalf of the State and local grant recipients. The GAR is responsible for State compliance with the FEMA-State Agreement and is normally designated as the State Coordinating Officer (SCO).

Grant – an award of financial assistance. The grant award shall be based on the total eligible Federal share of all approved projects.

Grantee – the State government to which a Federal grant is awarded and which is accountable for the use of the funds provided. In some cases, an Indian Tribal Government can be a grantee. For purposes of the PA program in the State of South Carolina, the State is the grantee.

Hazard Mitigation – any sustained action taken to reduce or eliminate risk to people and property from natural hazards and their effects.

Hazard Mitigation (Section 406) – mitigation measures that must be directly part of the reconstructed work on a facility, or will protect or benefit the repaired portion of the facility. They are different from mitigation measures that are considered for eligibility under the Hazard Mitigation Grant Program (HMGP) of Section 404 of the Stafford Act. In the HMGP program, measures are proposed that may involve facilities other than those damaged by the disaster, new facilities or even non-structural measures such as development of floodplain management regulations.

Immediate Needs Funding (INF) – an advance of grant funds by FEMA, not to exceed 50% of the Joint Preliminary Damage Assessment (PDA) estimate, to assist with payment of Emergency Work within the first 60 days after a declared disaster occurs.

Improved Project(s) – When performing restoration work on a damaged facility, a subrecipient may decide to use the opportunity to make improvements to the facility. Projects that incorporate such improvements are called improved projects. The improved facility must have the same function and at least the equivalent capacity as that of the pre-disaster facility. Funding for such projects is limited to the Federal share of the costs that would be associated with repairing or replacing the damaged facility to its pre-disaster design. The subrecipient must obtain approval for an improved project from the State prior to construction.

Improved Property – any structure, facility or equipment that was built, constructed, or manufactured. Land used for agricultural purposes is not improved property.

Incident – any condition which meets the definitions of major disaster or emergency which causes damage or hardship that may result in a Presidential declaration of a major disaster or an emergency.

Incident Period – the time interval during which the disaster-causing incident occurs. No

Federal assistance under the Robert T. Stafford Act shall be approved unless the damage or hardship to be alleviated resulted from the disaster-causing incident that took place during the incident period. The incident period will be established by FEMA in the FEMA-State Agreement, and published in the Federal Register.

Joint Field Office (JFO) – a temporary facility established in a Presidentially declared disaster area to serve as the field headquarters for FEMA, other Federal and State recovery personnel, and as the focal point for disaster operation, direction, coordination, and information.

Large Project(s) – approved projects estimated to cost the same or more than the large project threshold amount (\$131,100 for fiscal year 2020). The large project threshold is an amount of approved project estimated costs adjusted annually to reflect changes in the Consumer Price Index for All Urban Consumers. The large project threshold amount applicable to any project is that amount in effect on the declaration date of the disaster, regardless of when project approval is made or when the work is performed.

Local Government – any counties/parishes, municipalities, local public authorities, school districts, intrastate districts, councils of governments, regional & interstate government entities, agencies or instrumentalities of local governments, State recognized tribes, and special districts established under State law.

Major Disaster – any natural catastrophe (including any hurricane, tornado, storm, high water, wind driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought), or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which, in the determination of the President, causes damage of sufficient severity and magnitude to warrant major disaster assistance under the Robert T. Stafford Act to supplement the efforts and available resources of states, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Medical Facility – any hospital, outpatient facility, rehabilitation facility, or facility for long-term care as such terms are defined in Section 645 of the Public Health Service Act (42 U.S.C. 2910) and any similar facility offering diagnosis or treatment of mental or physical injury or disease, including the administrative and support facilities essential to the operation of such medical facilities even if not contiguous.

Pass-through entity – a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Permanent Work – restorative work performed on damaged facilities through repairs or replacement, to pre-disaster design and current applicable standards. The deadline for Permanent Work is 18 months from the declaration date.

Pre-Disaster Design – the size or capacity of a facility as originally designed and constructed or subsequently modified by changes or additions to the original design. It

does not mean the capacity at which the facility was being used at the time the major disaster occurred if different from the designed capacity.

Private Non-Profit Facility – any private non-profit educational, utility, medical, or custodial care facility, to include a facility for the aged or disabled, and other facilities providing essential government type services to the public, and such facilities on Indian reservations.

Private Non-Profit Organization – any non-governmental agency or entity that currently has an effective ruling letter from the U.S. Internal Revenue Service granting tax exemption under Section 501 (c), (d), or (e) of the Internal Revenue Code of 1954, or satisfactory evidence from the State that the organization or entity is a non-profit one organized or doing business under State law.

Project – all work performed at a single site whether or not described on a single Project Worksheet (PW); also referred to as individual project.

Project Worksheet – the form FEMA uses to document the details of the Applicant’s project and costs claimed.

Public Facility – facilities owned or operated by the State or a local government to include any flood control, navigation, irrigation, reclamation, public power, sewage treatment and collection, water supply and distribution, watershed development, or airport facility; any non-Federal-aid street, road, or highway; any other public building, structure, or system, including those used for educational, recreational, or cultural purposes; or any park.

Public Assistance (PA) – supplementary Federal assistance provided under the Robert T. Stafford Act to State and local governments or certain non-profit organizations other than assistance for the direct benefit of individuals and families. Fire Management Assistance Grants (FMAG) under section 420 of the Stafford Act are also considered PA. See Subpart K and Part 204.

Public Assistance Alternative Procedures (PAAP) – On January 29, 2013, President Obama signed into law the Sandy Recovery Improvement Act of 2013. This law amends Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). Specifically, the law adds section 428, which authorizes alternative procedures for the PA program under sections 403(a)(3)(A), 406, 407 and 502(a)(5) of the Stafford Act. It also authorizes FEMA to implement the alternative procedures through a pilot program. FEMA is currently implementing these new authorities as pilot programs.

Preliminary Damage Assessment (PDA) – joint process used to determine the impact and magnitude of damage and the resulting unmet needs of individuals, businesses, the public sector, and the community as a whole. Information collected is used by the State as a basis for the Governor's request, and by FEMA to document the recommendation made to the President in response to the Governor's request.

Program Delivery Manager (PDMG) – a FEMA program expert who serves as the subrecipient’s representative on FEMA PA program matters and manages the processing of the subrecipient’s projects.

Recipient – a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. For purposes of the PA program in the State of South Carolina outside Tribal Nations, the State is the recipient.

Regional Administrator (RA) – the director of a regional office of FEMA.

Recovery Transition Meeting – meeting conducted after all PWs for a subrecipient have been obligated.

Small Project(s) – approved projects estimated to cost less than the large project threshold amount (less than or equal to \$131,100 for fiscal year 2020) but more than \$3,300.

Special Considerations – issues that involve insurance, floodplain management, hazard mitigation, historic preservation, and environmental reviews as they relate to PA program funding.

Standards – codes or specifications for the construction of facilities to include legal requirements for additional features. Such standards may be different for new construction and repair work.

State Coordinating Officer (SCO) – the person designated by the Governor to coordinate State and local disaster assistance efforts with that of the Federal government. Normally, the SCO will also be designated as the GAR.

State Public Assistance Officer (SPA0) – the person responsible for administering the PA program at the State level. The SPA0 will normally be a member of the State Emergency Management staff.

State Public Assistance Specialist (SPAS) – the State’s customer service representative assigned to work with subrecipients and the PDMG. The SPAS is responsible for providing subrecipients with specific information on State regulations, documentation, and reporting requirements. The SPAS is also there to provide technical assistance, when requested, and can help in the identification of Hazard Mitigation opportunities.

Subaward – an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include any payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient – a non-Federal entity that receives a subaward from a pass-through entity (typically the State) to carry out part of a Federal program but does not include an

individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Utility – buildings, structures, or systems of energy, communications, water supply, sewage collection and treatment, or similar public service facilities.

ACRONYMS USED IN THIS PLAN

CW	Comptroller General
CFR	Code of Federal Regulations
CRC	Consolidated Resource Center
DHHS	Department of Health & Human Services
DAA	Designated Applicant's Agent
DSCO	Deputy State Coordinating Officer
EHP	Environmental and Historic Preservation
EMMIE	Emergency Management Mission Integrated Environment
FCO	Federal Coordinating Officer
FDRC	Federal Disaster Recovery Coordinator
FEMA	Federal Emergency Management Agency
FOIA	Freedom of Information Act
HMGP	Hazard Mitigation Grant Program
IBD	Infrastructure Branch Director
JFO	Joint Field Office
GAR	Governor's Authorized Representative
NEPA	National Environmental Policy Act
NFIP	National Flood Insurance Program
OTAG	Office of the Adjutant General
PA	Public Assistance
PAAP	Public Assistance Alternative Procedures
PAC	Public Assistance Coordinator
PDA	Joint Preliminary Damage Assessment
PIO	Public Information Officer
PL	Public Law
PNP	Private Non-Profit
PDA	Joint Preliminary Damage Assessment
PDMG	Program Delivery Manager
PW	Project Worksheet

RA	Regional Administrator
RFR	Request for Reimbursement
RPA	Request for Public Assistance
SCEMD	SC Emergency Management Division
SCEOP	SC Emergency Operations Plan
SCEIS	South Carolina Enterprise Information System
SCO	State Coordinating Officer
SEOC	State Emergency Operating Center
SHMO	State Hazard Mitigation Officer
SLO	State Liaison Officer
SPAO	State Public Assistance Officer
TAG	The Adjutant General

ATTACHMENT E TO THE SOUTH CAROLINA RECOVERY PLAN

SOUTH CAROLINA STATE ADMINISTRATIVE PLAN FOR THE PUBLIC ASSISTANCE PROGRAM

I. INTRODUCTION

- A. The Public Assistance (PA) program assists State agencies, local governments, Indian Tribes, and eligible Private Non-Profit (PNP) organizations after a Presidential Disaster Declaration to restore or replace damaged facilities to pre-disaster condition in accordance with locally adopted and enforced codes, standards, and specifications. The PA program also provides reimbursement for debris removal and emergency protective measures.
- B. PA costs are shared on a not-less-than 75% Federal/25% non-Federal basis. The Federal cost-share may be increased by the President for catastrophic disasters or for multiple/concurrent events as defined in the Public Assistance Alternative Procedures (PAAP).
- C. The South Carolina Legislature determines the amount, if any, the State will provide for subrecipients' non-Federal share for PA grant funds. This determination is made after every Presidentially declared disaster and is not a set amount or percentage. If the South Carolina Legislature provides an appropriation for the non-Federal share, the SC Emergency Management Division (SCEMD) will pass through the amount or percentage of non-Federal share funds to subrecipients in the manner detailed in the State's Legislative appropriation.
- D. The PA program reimburses subrecipients for eligible disaster restoration and eligible administrative costs. Eligible costs for reimbursements are determined after final inspections and, if required, Federal audits for large projects and after project validation for small projects. This assistance is inclusive of debris removal and emergency protective measures.

II. PURPOSE

- A. Outline policies and procedures that will be used by the State of South Carolina to request, obtain, and administer grants for PA under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 106-390 and as implemented by Title 44 and Title 2 of the Code of Federal Regulations.
- B. Identify key staff positions for PA program management and the personnel essential to fill these positions.

III. CONCEPT OF OPERATIONS

A. General

1. Following a disaster, communities eligible for PA and other types of Federal assistance will be identified in a Presidential disaster declaration if granted by the President.
2. The South Carolina State Administrative Plan for the Public Assistance Program can be used to request, obtain, and administer PA grants to assist communities in designated areas recovering from a variety of hazards.
3. The PA program will not sufficiently address affected communities' recovery needs. Identifying and achieving recovery outcomes is the responsibility of the local community regardless of the availability of State and Federal resources. State coordination and support will be available through Recovery Support Functions (RSFs).
4. The South Carolina State Administrative Plan for the Public Assistance Program is Attachment E to the South Carolina Recovery Plan, which is Appendix 6 to the South Carolina Emergency Operations Plan (SCEOP).
5. Uniform administrative requirements, which are set forth in 2 CFR, Part 200 and 44 CFR, Part 206, apply to all disaster assistance grants and subawards.

B. Appeals

1. The Governor's Authorized Representative (GAR) may, on behalf of subrecipients, appeal any determination from the Federal Emergency Management Agency (FEMA) related to Federal assistance. Subrecipient appeals must be submitted in writing to the GAR within 60 days following the date of receipt of the determination being appealed. Upon the date of receipt of the subrecipient's appeal, the GAR then has 60 days to review, provide feedback to the subrecipient for any possible revisions, and transmit the appeal to FEMA.
2. Subrecipients must provide sufficient information to allow the GAR to determine the facts and validity of the appeal request. The appeal shall contain documented justification supporting the appellant's position, specifying the monetary figure in dispute and the provision in Federal law, regulation, or policy with which the appellant believes the initial action was inconsistent and application of such provision to the situation.
3. Within 90 days following receipt of an appeal, the FEMA Regional Administrator (RA) (for first appeals) or Associate Director/Executive Associate Director (for second appeals) will notify the GAR in writing of the

disposition of the appeal or of the need for additional information. A request for additional information will include a date by which the information must be provided. Within 90 days following the receipt of the requested additional information or following expiration of the period for providing the information, the RA or Associate Director/Executive Associate Director will notify the GAR in writing of the disposition of the appeal. If the decision is to grant the appeal, the RA will take appropriate implementing action.

C. Disputes/Conflict Resolution

In order to expedite funding and minimize subrecipient appeals, the following conflict resolution processes should be followed:

1. Subrecipients should be advised during the Recovery Scoping Meeting that unresolved issues should be addressed with subrecipient's Program Delivery Manager (PDMG) or State representative.
2. If the issue remains unresolved, the PDMG should notify the FEMA Infrastructure Branch Director (IBD) for resolution and the State representative should notify the State Public Assistance Officer (SPA0).
3. If the issue continues to remain unresolved, the FEMA IBD should notify the Federal Coordinating Officer (FCO) and the SPA0 should notify the GAR for resolution.

D. Public Records Procedures

1. Records of disaster assistance provided to eligible PA subrecipients are subject to the State's Public Records Law and to the Federal Freedom of Information Act (FOIA) and, therefore, must be made available for public examination.
2. A request for information on disaster assistance that has been provided to a specific subrecipient shall be reviewed by the GAR. Responses shall reflect facts, not opinions, regarding the information provided to the subrecipient.
3. Copies of documents for specific information may be provided to individuals upon request. SCEMD personnel will make copies of information at the State FOIA rate per page. SCEMD will not copy records that have not been reviewed.
4. Under no circumstances shall project applications and files be given to individuals. However, individuals may examine project applications and files in the State office. Project applications and files shall remain under SCEMD staff supervision at all times.
5. Records may be inspected between 8:30 am and 4:30 pm, Monday through Friday, at SCEMD, 2779 Fish Hatchery Road, West Columbia, SC, 29172.

IV. ROLES AND RESPONSIBILITIES

A. Responsibilities of organizations

Most departments and agencies within the State government have emergency functions to perform in addition to their normal duties; See Table 3, Page 53-59 of the SCEOP. Each is responsible for developing and maintaining emergency management procedures in accordance with the direction and guidance given in that plan. Responsibilities of certain organizations that are not part of State government are also addressed in appropriate annexes.

1. SC Emergency Management Division

- a. Administer and supervise the PA grant program.
- b. Publicize the availability of PA grant program.
- c. Provide personnel to conduct Joint Preliminary Damage Assessments (JPDAs) with FEMA and County governments. .
- d. Participate in JPDAs and site inspections that serve as the basis for obligating funds to subapplicants.
- e. Notify potential subrecipients of Applicants' Briefings.
- f. Schedule and conduct Applicants' Briefings.
- g. Submit Requests for Public Assistance (RPAs) to FEMA.
- h. Notify State agencies of Project Worksheet (PW) requirements.
- i. Hire and train employees, if needed.
- j. Assist in determining subrecipient eligibility.
- k. Disburse PA funds.
- l. Maintain financial records and accountability.
- m. Prepare reports and process all subawards.
- n. Process requests for appeals, cost overruns, time extensions, improved projects, alternate projects, scope of work changes, advances, and reimbursements.

- o. Request, respond to, and monitor audits.
 - p. Establish with FEMA hazard mitigation and insurance requirements.
 - q. Promote the development of hazard mitigation projects.
 - r. Request that the FEMA RA provide technical assistance, if needed.
 - s. Promote National Flood Insurance Program (NFIP) participation.
 - t. Provide disaster assistance training in South Carolina.
 - u. Provide Joint Field Office (JFO) representation. See SC Recovery Plan and Emergency Support Function (ESF) 14 Annex.
 - v. Follow the internal property/asset controls described in the Office of the Adjutant General (OTAG) Property Accountability and Control Regulations (Attachment L).
2. Local Governments/Private Non-Profit Organizations
- a. Provide personnel to conduct Joint PDAs.
 - b. Provide disaster cost data and assist with PW preparation.
 - c. Provide personnel for PW review.
 - d. Provide personnel for interim and final inspections.
3. Office of the State Auditor
- a. Perform audits as requested or required by State law, the SC State Administrative Plan for the PA Program, and 44 CFR Part 14.
 - b. Provide JFO representation if necessary.
4. SC Department of Natural Resources
- a. Coordinate the State's floodplain management activities and participation in NFIP.
 - b. Provide floodplain maps.
 - c. Determine and promote community and subrecipients' NFIP participation.

d. Maintain JFO representation.

5. Office of State Treasurer (State and Local Government Finance)

Assist local governments with record-keeping systems, and provide management services.

6. Budget and Control Board (Purchase and Contract Division)

Advise and assist local governments of State requirements for purchasing and contracting.

7. Secretary of State

Assist the GAR in determining eligibility of PNP organizations.

B. Responsibilities for specific roles

1. State Coordinating Officer (SCO)

a. The SCO is appointed by the Governor. The SCO serves as the coordinating State official in the disaster area, and organizes state activities with local and Federal officials. The appointed SCO is the Director of SCEMD.

b. SCO responsibilities:

(1) Monitor program implementation.

(2) Monitor public information activities.

(3) Assure program compliance with Federal rules and regulations.

(4) Maintain frequent contact with the FCO.

2. Deputy State Coordinating Officer (DSCO)

The DSCO is appointed by the SCO to coordinate and organize State activities as requested by the SCO.

3. Governor's Authorized Representative (GAR)

a. The GAR is appointed by the Governor, and administers Federal disaster assistance on behalf of the State and local governments and other grant or loan recipients.

- b. GAR responsibilities:
 - (1) Coordinate with the Federal Disaster Recovery Coordinator (FDRC).
 - (2) Implement the SCEOP.
 - (3) Activate State departments and agencies.
 - (4) Execute the Governor's emergency decisions.
 - (5) Direct the activities of the SCO.
 - (6) Establish strategic response and recovery strategies.
 - (7) Provide executive oversight and direction of the disaster or emergency response and recovery on behalf of the Governor.
 - (8) Execute all necessary documents on behalf of the State.
 - (9) Respond to the desires of the Governor.
 - (10) Ensure the State maintains control of the grant.

4. Alternate Governor's Authorized Representative (A/GAR)

The A/GAR is appointed by the GAR to execute, on behalf of the State, all necessary activities to administer disaster assistance. The appointed A/GAR is the Chief of Staff and/or the Chief of Recovery for SCEMD.

5. State Public Assistance Officer (SPA0)

a. The SPA0 is the SCEMD staff member who manages program implementation by assisting in both conduct and coordination.

b. SPA0 responsibilities:

- (1) Coordinate and participate in site inspections that serve as the basis for obligating funds to subrecipients.
- (2) Train staff.
- (3) Provide technical assistance and guidance to subrecipients.
- (4) Determine subrecipients' eligibility.

- (5) Audit responses.
- (6) Respond to inquiries.
- (7) Determine eligible costs for reimbursement and the processing of requests for reimbursement.
- (8) Maintain the South Carolina State Administrative Plan for the Public Assistance Program.

6. State Hazard Mitigation Officer (SHMO)

- a. The SHMO is a SCEMD staff member that serves as the coordinating State official for all hazard mitigation matters.
- b. SHMO responsibilities:
 - (1) Maintain JFO representation.
 - (2) Assist subrecipients in developing mitigation projects.
 - (3) Coordinate with PW review personnel to assess hazard mitigation opportunities.
 - (4) Manage the day-to-day operation of the Hazard Mitigation Grant Program (HMGP).

7. Public Information Officer (PIO)

- a. The State PIO is a SCEMD staff member that serves as the coordinating State official for all public information matters.
- b. PIO responsibilities:
 - (1) Maintain JFO representation.
 - (2) Prepare and coordinate press releases with FEMA.
 - (3) Publicize availability of disaster assistance.
 - (4) Coordinate preparation and distribution of flyers and posters.
 - (5) Assist in the notification of potential subrecipients through the news media.

(6) Respond to congressional and State legislative inquiries.

V. TRAINING

- A. SCEMD will coordinate PA training for program staff, subrecipients, and key members of local government staffs and certain private non-profit organizations.
- B. Training for subrecipients and key members of local government staff and certain non-profit organizations will be conducted periodically and immediately following a Presidential disaster declaration.
- C. Subrecipients training will include the following topics:
 - 1. Subrecipients' responsibilities.
 - 2. Work eligibility.
 - 3. Subrecipients' eligibility.
 - 4. Facility eligibility.
 - 5. Documentation and record-keeping systems.
 - 6. PW preparation.
 - 7. Cost code listing.
 - 8. Special Considerations:
 - a. Flood plain management.
 - b. Insurance.
 - c. Hazard mitigation.
 - d. Environmental Requirements
 - e. Historic Preservation & Cultural Resources
 - f. Compliance with other Federal laws and regulations.
 - 9. Appeals procedures.
 - 10. Reimbursements and advancement of funds.
 - 11. Time extensions.

12. Inspections and audits.
13. Subrecipients closeout and records retention.
14. Interim and final inspections.

VI. PLAN DEVELOPMENT AND MAINTENANCE

- A. This plan will be used to administer the PA program following any disaster occurring during the 2020 calendar year.
- B. The SCEMD updates the plan, as needed, to reflect regulatory or policy changes or to improve program administration. The Director of SCEMD is responsible for this plan.

VII. AUTHORITIES AND REFERENCES

- A. Federal
 1. Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended by Public Law 109-295 dated October 4, 2006; Public Law 109-308 dated October 6, 2006; and Public Law 109-347 dated October 1, 2013.
 2. Single Audit Act of 1996 as amended, referenced in 44 CFR, Part 14.
 3. Freedom of Information Act.
 4. Disaster Recovery Reform Act of 2018.
 5. 44 CFR, Part 206, Federal Disaster Assistance for disasters declared on or after November 23, 1988.
 6. 44 CFR, Part 7, Nondiscrimination in Federally-Assisted Program.
 7. 44 CFR, Part 9, Floodplain Management and Protection of Wetlands.
 8. 44 CFR, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
 9. 44 CFR, Part 10, Environmental Impact Statements.
 10. 44 CFR, Part 18, New Restrictions on Lobbying.
 11. 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

12. 2 CFR 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
13. 2 CFR 220, Cost Principles for Educational Institutions.
14. 2 CFR 225, Cost Principles for State, Local and Tribal Governments.
15. 2 CFR 230, Cost Principles for Non-Profit Organizations.
16. 5 CFR 900, Subpart F, Standards for a Merit System of Personnel Administration.
17. Executive Order 12612, Federalism.
18. Executive Order 12699, Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction.
19. Executive Order 12372, Intergovernmental Review of Federal Programs.
20. Executive Order 12898, Environmental Justice
21. 16 U.S.C. § 3501, Coastal Barrier Resources Act.
22. 16 U.S.C. § 470, National Historic Preservation Act.
23. 16 U.S.C § 1531, Endangered Species Act.
24. H.R. 219 Sandy Recovery Improvement Act of 2013.
25. FEMA Handbooks:
 - a. Debris Management Guide (FEMA 325).
 - b. Debris Operations Job Aid (FEMA 9580.1).
 - c. Public Assistance Guide (FEMA 322).
 - d. Public Assistance Policy Digest (FEMA 321).
 - e. Public Assistance Applicant Handbook (FEMA 323)
 - f. Field Operations Pocket Guide
 - g. Public Assistance Program Policy Guide FP-104-009-2/ April 2018
 - h. FEMA 9500 Series Policies- Not Superseded by the PAPPG

B. State

1. South Carolina Emergency Operations Plan.
2. South Carolina Recovery Plan.
3. South Carolina Hazard Mitigation Plan.
4. South Carolina Code of Laws Title, 25-1-420 through 25-1-460.
5. South Carolina Adjutant General Regulation 37-4, State Purchasing and Contracting
6. Regulation 58-1, Local Emergency Preparedness Standards, South Carolina Code of Regulations.
7. Regulation 58-101, State Emergency Preparedness Standards, South Carolina Code of Regulations.
8. Executive Order No. 99-11 of the Governor of South Carolina.
9. Title 6, Chapter 9 of South Carolina Code of Laws, as amended.
10. South Carolina Code of Laws Title, 2-65-90.
11. The South Carolina Coastal Zone Management Act, as amended.
12. State and Subrecipient Public Assistance Funding Agreement (FEMA-XXXX-DR-SC)
13. South Carolina Emergency Management Division, EMD Policy 19, Single Audit Compliance and Risk Assessment and Monitoring Policy.

VIII. ATTACHMENTS

- A. Applicants' Briefings
- B. Project Administration
- C. Applicant Process Overview
- D. Standard Operating Procedures for Payment of Claims for Public Assistance
- E. State and Subrecipient Public Assistance Funding Agreement
- F. Request for Public Assistance

- G. Public Assistance Quarterly Report for Subrecipients
- H. Request for Reimbursement for Subrecipients
- I. Certification Regarding Restrictions on Lobbying
- J. Public Assistance Staffing Recommendations
- K. Interest Earned- CDFA 97.036
- L. Office of the Adjutant General Property Accountability and Control Regulations

ATTACHMENT A
APPLICANTS' BRIEFINGS

I. PURPOSE

To establish a procedure for State agencies, local governments, Private Non-Profit (PNP) organizations, and Indian Tribes that are located in a designated area to apply for Federal assistance through the Public Assistance (PA) program for damage incurred as a result of a declared disaster.

II. GENERAL

It is necessary for the potential subrecipients suffering damage to be briefed concerning available short-term and long-term assistance. Therefore, it is necessary for these jurisdictions to participate fully in Federal and State programs if they are to pursue financial assistance.

III. PROCEDURE

A. General Guidelines

1. Applicant Briefings occur after the Joint Preliminary Damage Assessments (PDAs) have been conducted. Joint PDAs are damage assessments conducted with the affected counties/subrecipients to determine whether or not the estimated damages in the affected areas will meet county and state thresholds.
2. The SC Emergency Management Division (SCEMD) PA program staff, in conjunction with program staff from the Federal Emergency Management Agency (FEMA), will conduct Applicant Briefings for potential subrecipients as soon after the disaster declaration as practical. Because program eligibility and requirements will be discussed, FEMA and the State recommend that key local officials attend this meeting. These key local officials should include an individual with signing authority who will act as the Designated Applicant Agent (DAA). This individual should be familiar with the location(s) and types of damages. A person with an administrative background who is capable of performing cost documentation and record keeping duties should also attend. If individuals with these abilities do not attend, approval of requests for assistance may be delayed.
3. These briefings have the following objectives:
 - a. Acquaint State and FEMA program staff with key local officials.

- b. Provide program information and related materials (subrecipients' package) to key local officials in order for them to successfully manage the program's projects.
- c. Designate the DAA.
- d. Provide grants management resource to upload and submit Requests for Public Assistance (RPAs).
- e. Promote early identification of potential subrecipients and completion of PNP certification, if applicable.

B. Scheduling and Locations

- 1. The State, in coordination with the affected jurisdiction(s), selects locations, times, and dates for these briefings.
- 2. Locations for these briefings usually will be as near as possible to the impacted jurisdiction(s) so unreasonable travel distances will not be imposed on attending key officials.
- 3. Depending upon the geographic area impacted, multiple Applicants' Briefings may be required.
- 4. Local emergency management directors may assist in making arrangements for the use of selected facilities for these briefings.

C. Notification

- 1. SCEMD staff will notify potential subrecipients by telephone or e-mail of the locations, times, and dates of Applicants' Briefings.
- 2. The SCEMD Public Information Officer (PIO) will develop website announcements and news media (newspaper, radio, television) releases of locations, times, and dates of Applicants' Briefings.

D. Participation

- 1. SCEMD, with FEMA assistance, will conduct the Applicants' Briefings and will also provide subrecipients training.
- 2. FEMA program staff will provide representation to act as a consultant to provide technical assistance, if necessary.

3. Office of the State Treasurer (State and Local Government Finance) will attend these briefings, if requested, to assist the subrecipients with record keeping systems and to provide management services.
- E. Topics addressed in an Applicants' Briefing include subrecipients procedures, project funding, hazard mitigation, administrative requirements, environmental and historic preservation (EHP) compliance requirements, general eligibility criteria, documentation requirements, recordkeeping, Public Assistance Alternative Procedures (PAAP) Debris, and Project Management procedures.
- F. Requests for Public Assistance (RPAs)
1. An RPA serves as an applicant's application for Federal assistance.
 2. The GAR submits a completed RPA to the Regional Administrator (RA) for each applicant requesting assistance. All RPAs must be submitted to the RA within 30 days following the Presidential Disaster Declaration date. Using current systems, this is generally accomplished by submitting and RPA through FEMA's Grants Portal at <https://grantee.fema.gov/>
 3. If an applicant is not able to submit its RPA via Grants Portal, SCEMD will support the applicant in preparing and submitting its RPA to FEMA.
- G. News Media Attendance
1. It is not desirable to allow news media personnel to be present in Applicants' Briefings. News media presence may dilute or confuse the purpose of the meeting, which can result in disruption and inefficient use of the applicant's time.
 2. If news media personnel desire attendance, SCEMD External Affairs or the designated PIO will provide information and answer questions before or after the briefing.
- H. Exploratory Call
1. After FEMA approves an applicant's RPA, the FEMA Program Delivery Manager (PDMG), in conjunction with the State, will conduct an Exploratory Call with the subrecipients.
 2. This call is conducted with the subrecipient's designated point(s) of contact.
 3. The PDMG will become acquainted with the subrecipient and get an initial sense of the subrecipient's needs and damages.

4. The Recovery Scoping Meeting will be scheduled, and any needed attendees from the subrecipient will be identified.
5. The subrecipient is advised to complete the Damage Inventory prior to the Recovery Scoping Meeting and submit in Grants Portal. The subrecipient must complete the Damage Inventory within 60 days of the Recovery Scoping Meeting.

I. Recovery Scoping Meeting

1. The intended audience of the meeting is for the subrecipient's staff that handle the day-to-day management of the PA program.
2. An in-depth review of the Damage Inventory will be conducted. Site inspections will be set up in accordance with the information on the Damage Inventory. Any available documentation to substantiate the subrecipient's claims will be collected.
3. A State Liaison Officer (SLO) may attend the Recovery Scoping Meeting.
4. Additional Recovery Scoping Meeting topics may include pertinent environmental and historic preservation requirements, insurance coverage rules, floodplain management issues, and hazard mitigation opportunities.

ATTACHMENT B
PROJECT ADMINISTRATION

I. PURPOSE

To provide the procedures whereby the Governor's Authorized Representative (GAR) administers the grant program for Public Assistance (PA). The information contained in this Attachment includes procedures for receiving and expending Federal funds, as well as insurance and audit requirements.

II. GENERAL

- A. The State is the Recipient when Federal PA is being provided as a result of a Presidential Disaster Declaration.
- B. The State (grantee) is responsible for processing payments to applicants (subrecipients) for PA that is being provided by the Federal government in accordance with 2 CFR, Part 200, 44 CFR Parts 14 and 206, and State regulations 58-1 and 58-101.

III. PROJECT ADMINISTRATION

- A. Requirements and Procedures for Obtaining Authority to Receive and Expend Unanticipated Federal and Other Funds.

Section 2-65-30, Code of Laws of South Carolina, 1976, as amended, allows State agencies and institutions to receive and spend unanticipated Federal and other funds. Unanticipated means those funds not included in the General Appropriation Act. However, the agency or institution must submit an expenditure proposal to the Office of the State Budget of the State Budget and Control Board prior to submission of the proposal to the grantor agency. The grantee agency or institution should receive authorization from the Budget and Control Board, Office of the State Budget.

- B. Prior to funds being obligated, the GAR submits SF-424, "Application for Federal Assistance," to the Federal Emergency Management Agency (FEMA) Regional Administrator (RA). Upon receipt of the SF-424, the RA obligates funds to the State based upon approved Project Worksheets (PWs).
- C. The GAR screens applicants and eligible work, and FEMA approves subgrants to eligible applicants (subrecipients) in the FEMA Emergency Management Mission Integrated Environment (EMMIE) system using approved PWs as the basis for approval.

D. Time Extension Request

1. Grantee Authority Under 44 CFR, 206.204

- a. When work cannot be completed within specified time limits, the subrecipient may request in writing a time extension for each project affected.
- b. A blanket request for a time extension for all permanent work will not be approved.
- c. The subrecipient must specifically identify in writing those projects that cannot be completed on time, and must justify the delay to the GAR. The subrecipient must specify dates by which work can reasonably be expected to be complete. For more information as to what should be included in the time extension request, please see Attachment C, #2 Time Extensions, pg. C-3.
- d. If the request is approved, the GAR has limited authority to grant extensions of the above deadlines on a case-by-case basis in situations with extenuating circumstances. For debris removal and emergency protective measures, the GAR may grant up to an additional six months for the completion of the approved project scope of work. For permanent restoration work, the GAR may grant up to 30 additional months.
- e. If the request is not approved, the GAR informs the subrecipient in writing of the decision, states reasons for disapproval, and outlines case dependent re-submittal procedures including additional documentation supporting request for re-submittal.
- f. If the GAR grants or denies extensions within its regulatory authority, notification will be made to the RA about the decision. If the request for extension is not within the regulatory authority of the GAR, the request will be submitted to the RA for approval.

2. FEMA Regional Administrator (RA) Authority

If the subrecipients appeals the decision of the GAR, the GAR will submit the appeal, and all pertinent information, to the FEMA RA. The decision of the FEMA RA will be based solely on Federally appealable conditions as outlined in Federal regulations.

- a. Requests for time extensions beyond those the GAR may approve shall be submitted by the GAR to the FEMA RA. Such requests must include:

- (1) The dates and provisions of all previous time extensions on the project; and
 - (2) A detailed explanation for the delay and a projected completion date.
- b. After the FEMA RA has conducted an extensive review and has made a decision, the GAR shall be notified in writing of the determination. If a time extension is approved, the FEMA RA will state in the correspondence the new completion date and other requirements found necessary to ensure that the new completion date is met.
 - c. If the time extension is denied, the subrecipient may, upon completion of the project, be reimbursed for eligible project costs incurred prior to and including the latest approved completion date. However, the project must still be completed by the subrecipient for any funding to remain approved for that project.

E. Final Inspections

1. The GAR will request FEMA assistance for interim and final inspections of work complete to include documentation review and if required, physical site inspections. Also, State agencies and PA grants coordinators will be requested to perform inspections.
2. These inspections will:
 - a. Resolve questions regarding work eligibility, cost overruns, time limits, deviations from the Scope of Work, advances of funds; and
 - b. Obtain information to support recommendations for final eligible costs and for final payments.
3. All large projects will require a final inspection to be conducted by State representatives, and FEMA representatives, if necessary.
4. Random inspections of small projects (between \$3,300 and \$131,100 in fiscal year 2020) will be performed by State representatives.
5. Subrecipients must submit, or provide access to, documentation on all work for which reimbursement is requested before final inspections will be scheduled.
6. The GAR reviews interim and final inspection reports and appeals determinations, if appropriate.

7. The closeouts of PWs, subrecipients, and disasters will follow Federal guidance and will be done in conjunction with FEMA partners.

F. Obligation Report

The obligation report is covered by a daily sync file from FEMA Region IV through EMMIE and uploaded into SCRecoveryGrants for project obligation tracking

G. Department of Health and Human Services (DHHS) SMARTLINK Procedures

1. DHHS uses a payment method called SMARTLINK, and PA funds are transferred to the State via this system.
2. Immediately following a Presidential Disaster Declaration, the GAR provides the Office of the Adjutant General, Director of Budget and Finance, with copies of:
 - a. Governor's request for the disaster declaration and the implementing Executive Order;
 - b. President's declaration of major disaster.
3. The Office of the Adjutant General (OTAG), Director of Budget and Finance, establishes separate accounts for Federal and State disaster funds. These funds are accounted for by:
 - a. Pay-in and pay-out vouchers prepared and maintained by the OTAG Director of Budget and Finance;
 - b. PA/PW financial records are maintained by the State Public Assistance Officer (SPA0)/GAR.
4. The estimate on the approved PW determines the amount of program funds needed. FEMA amends the State's current DHHS SMARTLINK account by the amount of the approved PW estimates.
5. The State's portion of the non-Federal share is determined by the State Legislature. The Governor's recommendation is submitted to the Legislature or the Budget and Control Board during periods that the Legislature is not in session.
6. After the State's share of estimated PA funding is determined, State funding is appropriated to the GAR's agency account.
7. State Responsibilities.

- a. Initiate cash drawdowns as close as is administratively feasible to the actual disbursements for project costs, but not earlier than three (3) days before reimbursement.
- b. Maintain adequate accounting controls over DHHS SMARTLINK and the Federal funds advanced.
- c. Fulfill timely State reporting requirements of cash disbursements and balances.
- d. Impose the same State standards of timing and reporting on subrecipients.
- e. Complete the necessary State and Federal forms.

H. SMARTLINK Cash Management Policies and Procedures

1. Policies governing the Limitation and Timing of Cash Management:

- a. Limited to actual, immediate cash requirements of the State and be as close as is administratively feasible to the actual disbursements by the State for direct program costs and the proportionate share of any allowable indirect costs.
- b. Cash advances made by the State to subrecipients shall conform to the same standards of timing and amount as applies to advances by FEMA to the State, including furnishing reports of cash disbursements and balances.
- c. Payments under the Public Assistance Alternative Procedures Program (PAAP) will be paid as an Advance Payment only if permissible in accordance with 2 C.F.R. § 200.305(b).”
- d. If the State withdraws funds in excess of its immediate disbursement needs, FEMA will request a refund of cash and interest earned on such funds.

2. If the State demonstrates an unwillingness or inability to establish procedures, FEMA will require the State to finance its operations with its own working capital.

3. Cash Management from DHHS SMARTLINK is as follows:

- a. The GAR submits approved eligible costs for payment of PWs to the SC Emergency Management Division (SCEMD) Administrative Services Manager.
- b. The SCEMD Administrative Services Section will draw down the funds electronically using the DHHS payment management system. The funds are direct-deposited and are available the following work day.
- c. A cash advance will be approved by the GAR and processed only if there is an immediate need for funds.

I. Financial Reporting Requirements

1. Quarterly Reports

- a. The SCEMD Administrative Services Section shall prepare quarterly a Status of Federal Cash Transaction Report (PMS-272) and Federal Cash Transaction Report (PMS-425), and Financial Status Report (SF-425).
- b. The SCEMD Administrative Services Section shall electronically transmit the Status of Federal Cash Transaction Report (PMS-272) and Federal Cash Transaction Report (PMS-272A), to DHHS, Division of Payment Management, Rockville, MD. An original and two copies of the Financial Status Report (SF-269A) are submitted to FEMA, Region IV, Atlanta, GA.
- c. Failure to report to DHHS, Division of Payment Management, within 15 days after the end of the reporting period shall result in rejection of request for funds.

2. Closeout Actions

The State shall submit to FEMA the following:

- a. Federal Financial Report, Standard Form 425 will be filed no later than 90 calendar days after the end of the period of performance. Extensions may be granted.
- b. A letter requesting the FEMA Region IV RA, to close-out the stated disaster and the State-Applicant agreement. This document will accompany the Federal Financial Report.

- c. The awarding agency should complete all closeout actions no later than one year after the receipt and acceptance of all final reports. Extensions may be granted.

J. Lost State Treasury Checks

1. In most cases, checks will be mailed instead of hand-delivered. When checks are mailed and reported as being lost, action will not be taken to recover them until 10 working days after the mailing date.
2. If the check has not been recovered after that time, the GAR requests, in writing, to the SCEMD Administrative Services Manager to stop payment on the check.
3. If the check has not been cashed, the SCEMD Administrative Services Manager submits a State Treasury Stop-Payment Affidavit to the GAR.
4. The GAR forwards the affidavit, with a transmittal letter, to the applicant's agent.
5. The affidavit must be signed by the applicant's agent and returned to the GAR prior to reissuance of the check.
6. Upon receipt of the affidavit by the SCEMD Administrative Services manager, the check will be reissued.

K. Advance of Funds

1. Any advance payment is subject to 2 C.F.R. §200.305. All advances are required to be held in an interest bearing account unless otherwise governed by program specific waiver. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be submitted. The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.
2. If the request is received and approved, any advance funds not expended within the first ninety (90) days of receipt must be returned to the Recipient within thirty (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
3. Each subrecipient must submit a written request for an advance of funds and provide supporting documentation. Each cash advance shall be limited to the minimum amount needed and timed with actual, immediate cash requirements of the subrecipient.

4. The Grants and Finance Program Manager reviews the request and supporting documentation, and submits payment recommendation to the GAR. The GAR reviews and approves or denies the request.
5. If the request is denied, the GAR will inform the subrecipient in writing that additional documentation is required to support the request.
6. If the request is approved, the GAR advises SCEMD Administrative Services Manager by memorandum to process a payment voucher.
7. The SCEMD Administrative Services Manager prepares the payment voucher, and submits it to the GAR for forwarding to the subrecipient.

L. Over-Disbursement of Funds Procedures

1. If an over-disbursement is discovered prior to final payment of the Federal or State shares, the GAR withholds any over-disbursement from these funds and returns it to FEMA. Any remaining balance will be paid to the subrecipient.
2. If an over-disbursement exceeds final payment of the Federal and State shares due, the GAR withholds all of these funds and requests the balance from the subrecipient. The GAR returns withheld funds to FEMA.
3. A bill for collection will be issued to the State immediately upon verification that a subrecipient has received funds in excess of the amount approved by the FEMA RA as final settlement of its claim.
4. In the event that there is an appeal pending by a subrecipient, the bill for collection may not be issued until the appeal is settled by the FEMA RA or Associate Administrator.
5. The State shall advise applicants that any bills for collection are due upon receipt and that any appeals of the bills must be filed with the FEMA RA in a timely manner.
6. If the subrecipient refuses to repay an over-disbursement, or any part of it, the GAR refers the case to the State Attorney General for the initiation of collection efforts.
7. The GAR, when in receipt of over-disbursed funds, will:
 - a. Submit a Federal repayment check to SCEMD Administrative Services Section for deposit into the account of the State Treasurer. A journal entry will be created to deduct the payment from the

appropriate account. The next drawdown will be adjusted to reflect the repayment amount.

- b. Maintain photocopies of the repayment check, marked “VOID,” in the appropriate subrecipient’s file.
- c. Submit a State repayment check, with a transmittal memorandum, to SCEMD Administrative Services Section.
- d. If no Federal funds are owed through SMARTLINK, submit the Federal repayment check, with a transmittal letter, to FEMA, Office of the Comptroller, Federal Center Plaza, 500 C Street SW, Washington, DC 20472, and submit a copy of the Federal repayment check and the transmittal letter to FEMA, Region IV, Recovery Division Director, Atlanta, GA 30341

M. Insurance Requirements

44 CFR 206.250 establishes requirements which apply to disaster assistance provided by FEMA. Prior to approval of a FEMA grant for the repair, restoration, or replacement of an insurable facility, the subrecipient must comply with all program rules and requirements related to insurance coverage.

N. Audit Requirements

- 1. A review of all large projects (and all small projects with significant cost overruns) will be conducted by the State once those projects are completed.
- 2. Audits shall be made in accordance with 2 CFR Part 200, Subpart F.
- 3. Audit costs are unallowable if the entity does not meet the Single Audit Act threshold of \$750,000.
- 4. The State may charge an award for the cost of agreed-upon procedures to monitor subrecipients who are exempt for the Single Audit Act. This monitoring shall be limited in scope to activities allowed or disallowed, allowable costs, eligibility and reporting.
- 5. A copy of any audit that pertains to the subaward must be submitted to the SCEMD Administrative Services Manager within applicable reporting time frames.
- 6. Closeout of the grant does not affect audit requirements or the recovery of the funds due to obligations.

O. Management Disclosures

Non-Federal entities must disclose, in a timely manner, in writing to the awarding agency or pass-through entity all violation of Federal criminal law involving fraud, bribery or gratuity violations.

ATTACHMENT C
APPLICANT PROCESS OVERVIEW

I. PURPOSE

To provide the applicant with an overview of the Public Assistance (PA) program. It is divided into sections that must occur prior to issuance of Project Worksheets (PWs), actions to be undertaken while managing projects, and the project close-out process.

II. INITIAL ACTIONS

- A. State conducts Applicants' Briefings.
- B. Potential Subrecipient's complete FEMA Form 90-49 – Request for Public Assistance (RPA).
- C. The Federal Emergency Management Agency (FEMA) conducts exploratory calls with each subrecipient in conjunction with the State.
- D. FEMA conducts Recovery Scoping Meetings with each subrecipient in conjunction with the State.
- E. FEMA conducts site inspections, with representation from the State as necessary.

III. PROJECT VARIATIONS

A. Small Projects

Approved projects estimated to be less than \$131,100 (in fiscal year 2020) are considered small projects. This amount will be adjusted annually to reflect changes in the Consumer Price Index published by the Department of Labor. Funding for small projects will be based on the federal share of the approved PW estimate. The Governor's Authorized Representative (GAR) will authorize payment of the federal share as soon as practical following approval by FEMA. The subrecipient must also have satisfied all application requirements including properly executed application forms and documentation supporting the claimed costs of all eligible work. If the subrecipient's final project cost for completing the entire scope of work on a small project PW is less than the approved amount, FEMA will not seek reimbursement of the surplus of funds, in accordance with 44 CFR 206.205. In the event that a project comes in over budget, a review of all small projects for that particular subrecipient will be conducted to determine if there is an overall cost overrun or under run. FEMA reserves the right to make adjustments to the bottom line dollar figure after this review is completed, but is not obligated to do so.

B. Large Projects

1. Approved projects estimated to be equal to or greater than \$131,100 (in fiscal year 2020) are considered large projects. This amount will be adjusted annually to reflect changes in the Consumer Price Index published by the Department of Labor. Funding for large projects will be based on the Federal share of the approved PW. For approved large projects, no Federal funding will be paid upon obligation. As work is completed and costs are incurred, funds will be released to the subrecipient upon approval of a Request for Reimbursement (RFR).
2. If a subrecipient finds additional damage to a facility or location during reconstruction or rebuilding, the Grantee must be notified immediately. It is imperative that the subrecipient document where the newly discovered damage was found along with evidence that the damage was incurred as a result of the disaster. The Recipient will review the request and if valid, submit the data to FEMA for a possible change in scope of work and potential increase in funding for a large project.

C. Improved Projects

If a subrecipient desires to make improvements to a facility, while restoring its pre-disaster function and at least its pre-disaster capacity, they must submit a Request for an Improved Project. Any improved project that results in a significant change from the pre-disaster design (such as different location, footprint, function or size) is an improved project. The request submitted to the Recipient must be received, transmitted to FEMA, and reviewed by FEMA for compliance with the National Environmental Policy Act (NEPA) prior to the start of work. Failure to do so could result in recoupment of funding. Improved Project Funding is capped at 75% of either the estimated cost to restore the design and function of the original facility or the actual cost to complete the Improved Project, whichever is less.

D. Alternate Projects

If a subrecipient decides not to restore the facility back to pre-disaster function, they may submit to the Recipient a Request for an Alternate Project prior to the start of the work. Alternate project funding is capped at 75% of the estimate to restore the original facility or 75% of the actual cost to complete the Alternate project, whichever is less.

IV. MANAGING THE PROJECT WORKSHEET (PW) PROCESS

- A. Subrecipients must be aware of the following requirements as they manage their projects to completion. Failure to follow these procedures could result in denial of Federal funding.

- B. Additional damage should be reported within 60 days after initial inspections are completed. After the 60-day period any additional damages identified by the Subrecipient must be reported in writing to the State Public Assistance Officer (SPAO). The notification must include:
1. The specific location of the damage;
 2. A detailed description of damage (supported by photographs if possible);
 3. The reason(s) for overlooking the site during the initial project worksheet preparation;
 4. A cost estimate of the damage (if available).
- C. All work must be completed prior to the approved project completion deadline assigned to each PW. Should subrecipients require additional time in order to complete the approved work, they must submit a time extension request to the Governor's Authorized Representative (GAR) through the State **prior to the existing completion date** which:
1. Identifies the PW requiring an extension.
 2. Explains the reason an extension is needed.
 3. Current status of work.
 4. Provides an anticipated completion date.
 5. Timeline of project milestones to be completed.
- An extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of the jurisdiction/organization. Failure to submit a time extension request may result in the reduction or withdrawal of Federal funds for the work that was approved.
- D. Any change to an approved PW **Scope of Work** must be reported to the SPAO.
- E. The Project Completion and Certification Report must be returned to SCEMD once all the approved work has been completed. If any PW required the purchase of insurance as a condition of receiving Federal funds, a copy of the current policy must be available for review.
- F. According to 44 CFR 206.204, "FEMA will not normally review an overrun for an individual small project. The normal procedure for small projects will be that when a subrecipient discovers a significant overrun related to the total final cost for all small projects, the subrecipient may submit an appeal for additional funding in

accordance with §206.206, within 60 days following the completion of all its small projects.”

- G. Appeals may be filed on any determination made by FEMA or the State. All appeals must be submitted to SC Emergency Management Division (SCEMD) within 60 days of receiving written notice of the action. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is obligated.
- H. PWs will not receive any funding until all regulatory and statutory requirements have been met.
- I. Subrecipients may request an advance on a large project (equal to or over the large project threshold amount of \$131,100 for fiscal year 2020) by sending a letter to SCEMD requesting an advance of funds.
- J. Large projects that have not been closed out will be reviewed quarterly by the State. Subrecipients are required to submit reports to the State quarterly until that project is complete, reimbursed for the costs incurred and closed with FEMA.
- K. Subrecipients with large projects must submit a project cost summary to SCEMD following the completion of each project. The project cost summary must list all labor, equipment, materials, and contract costs associated with making needed repairs.
- L. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year must have a single program-specific audit conducted for that year. A copy of the Single Audit must be submitted to the SCEMD Administrative Services Manager within applicable reporting time frames. Subrecipients should consult with their financial officers regarding this requirement.
- M. SCEMD receives audit reports from its subrecipients and files them in the subrecipient’s record. If a subrecipient is not required to submit an audit report, the subrecipient is requested to submit a letter explaining the reason to SCEMD. When the letter is received Administrative Services personnel will update the database stating “report not required.” The letter from the subrecipient is then filed for future reference if needed.
- N. SCEMD sends periodic reminders of Audit compliance requirements to subrecipients and reaches out directly to any subrecipients who have not submitted the required report or letter. SCEMD tracks receipt of audit reports and letters, reviews the reports, and makes note of any material findings related to federal grant awards. If material findings are identified, SCEMD notes those findings in their record for the subrecipient. Subrecipients are required to submit their plan for corrective action and document that the corrective action was taken. SCEMD reviews the documentation for compliance and files it in the subrecipient’s record.

- O. Complete records and cost documents for all approved work must be maintained for at least three years from the date the disaster is closed. During this time, all approved PWs are subject to State and Federal audit/review.

V. PROJECT CLOSE-OUT

- A. Once SCEMD records indicate that a subrecipient has received all Federal/State funding due, the State will send each subrecipient a P.4. This document is generated by FEMA's Emergency Management Mission Integrated Environment (EMMIE) system.
- B. Subrecipients will certify the funds received, sign the document and return to SCEMD.
- C. SCEMD forwards the signed P.4 to FEMA, requesting subrecipient close-out.
- D. FEMA sends an official close-out letter for the subrecipient to SCEMD.
- E. SCEMD sends the close-out letter to the subrecipient.
- F. The subrecipient must keep all project files for three years from the date of FEMA's closeout letter.

ATTACHMENT D
STANDARD OPERATING PROCEDURES FOR PAYMENT OF CLAIMS FOR PUBLIC ASSISTANCE

I. INTRODUCTION

The State Public Assistance Officer (SPAO) is responsible for executing the Public Assistance (PA) program, which may be approved in a Presidential Disaster Declaration under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 93-288, as amended.

II. PURPOSE

To establish procedures for paying claims to subrecipients for eligible expenses under the PA program.

III. ORGANIZATION

A. SC Emergency Management Division (SCEMD)

1. Governor's Authorized Representative (GAR) and Alternate GAR (A/GAR)
2. SPAO
3. Administrative Services Section

B. Potential Subrecipients

1. State agencies/local governments
2. School districts
3. Certain Private Non-Profits (PNP) organizations
4. Certain Federally-recognized Indian Tribes (in South Carolina, the Catawba Nation)

C. Office of the Adjutant General

D. Office of the SC Comptroller General

E. Office of the SC State Treasurer

IV. CONCEPT OF OPERATIONS

- A. In the event of a major disaster or emergency declaration issued by the President, the PA program may be approved. This program, authorized by the Stafford Act, P.L. 93-288, as amended, provides Federal assistance to eligible subrecipients for eligible expenses and damages resulting from the event.
- B. Federal assistance is provided through the use of a Project Worksheet (PW), which documents expenses or damages associated with a declared disaster. Once a PW is approved and obligated, it is provided to the SPAO along with an S.1 (State Public Assistance Grant Summary) and a P.2 (Project Application Summary). Upload 90-91 as the PW Summary in SCRecoveryGrants.org to capture the project summary. The PWs are packaged, based upon the number available to be processed at any given time, with the first “package” being assigned the number 1 and the others being numbered sequentially. The S.1 lists the subrecipients, the number of approved PWs, total cumulative funds for each subrecipient, and other information. The P.2 for a particular subrecipient lists the PW(s), the approved amount of each PW, the Federal share, and the subrecipient administrative expenses for the PW(s) in that particular package.
- C. Upon receipt of a package from the Federal Emergency Management Agency (FEMA), the SPAO will:
 - 1. Provide a copy of the S.1 and all P.2s to the SCEMD PA Finance Section
 - 2. File copies of the S.1 and P.2s will be uploaded into SCRecoveryGrants.org
- D. Subrecipients request payment in accordance with paragraph 8 of the South Carolina Public Assistance Grant Agreement (referred to as the State and Applicant Agreement), which is signed by the subrecipient and the GAR. SCRecoveryGrants.org is used for requesting payment.
 - 1. For “small” projects (less than or equal to \$131,100 in fiscal year 2020), payment can be requested before the work is completed. Payment will include the Federal share and the State share (if applicable).
 - 2. For “large” projects (\$131,100 and more for fiscal year 2020), a partial payment may be made upon the completion of a reimbursement request using SCRecoveryGrants.org. Partial payments will be limited to the Federal share (75%) of the eligible amount and only to documented expenses. After all work has been completed, a final inspection will be conducted and the actual cost of the project determined. A Version PW (to the original PW or another Version) will be requested to adjust the estimated costs to the actual cost. Upon receipt of the final Version, the procedures in paragraph IV. subsection C above will be followed. SCRecoveryGrants.org will be used to request the final payment, which will include any remaining part of the Federal share, the State share (if

applicable), and the administrative costs.

- E. Requesting Payment
 - 1. Subrecipient
 - a. The method of payment to the subrecipient is dependent on the type of project.
 - b. The State is required to make payment of the Federal share to the subrecipient as soon as practicable after FEMA has obligated the funds.
 - 2. Grants and Finance Manager
 - a. Once FEMA has approved and awarded a Project Worksheet (PW), it goes into a numbered bundle in Emergency Management Mission Integrated Environment (EMMIE). The bundle is then approved by the FEMA Approving Official.
 - b. The PA designated staff will download the bundle into SCRecoveryGrants.org. The PW amounts are then verified and a payment request form is system generated and a copy of the P.2 is uploaded into SCRecoveryGrants.org.
 - c. The payment request form is approved electronically in SCRecoveryGrants.org by the Grants and Finance Manager and the GAR.
- F. The payment request form is then forwarded to the SCEMD Finance Division for a check to be issued to the Subrecipient.
- G. After the check has been issued, provide check number to SCEMD PA Finance section for electronic entry into SCRecoveryGrants.org.
 - 1. GAR or Alternate GAR (A/GAR)
 - a. Review SCRecoveryGrants.org and approve payment
 - b. Electronically sign the system generated form.
 - c. Electronically advance the form and supporting documents to the SCEMD Finance Division.
 - 2. SCEMD Finance Division

- a. Match the payment request and supporting documentation with the corresponding PW.
 - b. Verify approved payment with PW amount.
 - c. Prepare packets for payment. Packet consists of original for Office of the Comptroller General (CG), and one copy to be mailed by Office of the Adjutant General (OTAG) Budget & Finance to subrecipient when reimbursement check is received from State Treasurer.
 - d. Electronically draw funds from FEMA through SMARTLINK system.
 - e. Enter payment data into the South Carolina Enterprise Information System (SCEIS) Finance Module.
 - f. Individual payments are scanned and electronically transferred through SCEIS to the CG for verification of payment documentation.
 - g. Prepare EMMIE and payment spreadsheets for SPAO and SCEMD files.
3. Office of the Comptroller General
- a. Verify payment documentation.
 - b. Forwards approved payment data to State Treasurer for check to be issued.
4. Office of the State Treasurer
- a. Prepare check per approved data.
 - b. Forwards checks to the Office of the Adjutant General.
5. Office of the Adjutant General
- a. Forwards checks to SCEMD from the State Treasurer.
 - b. SCEMD mails checks to the appropriate subrecipient.

H. Cash Management:

- 1. SCEMD Finance Division processes “draws” at a minimum once a month.

2. Month-end draws are processed two to three working days before monthly closing to cover documented expenditures in SCEIS, the agency's book of record. SMARTLINK draws are adjusted to account for refund or reduction of expenditures.

I. Procurement Procedures:

1. Purchases are processed in accordance with the SC Procurement Code, South Carolina Code of Law, Title 11 Public Finance, Chapter 35. Internal requisition documents are processed with supporting documentation for funding and approval by the Director, SCEMD.
2. Purchases not exceeding \$2,500.00 are small purchases providing purchase price is fair and reasonable and cost effective.
3. Purchases over \$2,500.00 to \$10,000.00, solicitation of written quotes from a minimum of three qualified sources of supply must be made and documentation of the quotes attached to the purchase. The award is made to the lowest bidder.
4. Purchases over \$10,000.00 up to \$100,000.00, written quotes, bids, or proposal must be made for a purchase over \$10,000.00 but not in excess of \$100,000.00. The procurement must be advertised at least once in the South Carolina Business Opportunities publication or through a means of central electronic advertising as approved by the designated board office.
5. Purchases in excess of \$100,000.00 are facilitated through the agency's Purchasing and Contracting section but are procured by the SC Materials Management Office.
6. All purchase documents are issued through the Purchasing and Contracting section facilitating the purchases. The Purchasing and Contracting section ensures compliance with the South Carolina Procurement Code.
7. All purchases are reviewed for funding eligibility for compliance.
8. The State will follow all Federal procurement procedures outlined in 2 CFR, Part 200.

ATTACHMENT E
STATE AND SUBRECIPIENT PUBLIC ASSISTANCE FUNDING AGREEMENT

Subrecipient:

FIPS Number:

**State and Subrecipient Public Assistance Funding
Agreement Hurricane _____
(FEMA-XXXX-DR-SC)**

This Funding Agreement is entered by the State of South Carolina through the Emergency Management Division, Office of the Adjutant General ("Recipient"), and _____ ("Subrecipient").

On _____, 2020, President XXX issued a major disaster declaration for the State of South Carolina because of XXXX, designated FEMA-XXXX-DR-SC. The major disaster declaration authorized federal assistance, including Public Assistance. Public Assistance provided by FEMA to the State pursuant to FEMA XXXX-DR-SC is governed by the FEMA-State Agreement dated _____, 2020, between the State of South Carolina and the United States of America through the Regional Administrator, Federal Emergency Management Agency (FEMA), Department of Homeland Security. The terms of the FEMA-State Agreement designate the State of South Carolina as the recipient for all federal financial assistance provided under the FEMA-State Agreement and the Stafford Act; recognize the State as a "pass-through entity" with respect to its role in providing subawards and administering grant assistance provided to subrecipients; and oblige the State to comply with, and to require all subrecipients to comply with, the requirements of FEMA policies and guidance and applicable laws and regulations including the Stafford Act, Title 44 of the Code of Federal Regulations, and parts 200 and 3002 of Title 2 of the Code of Federal Regulations. The parties enter into this funding Agreement in recognition of the obligations and requirements imposed on both recipients and subrecipients of federal assistance.

The parties therefore agree as follows:

1) DEFINITIONS

In this agreement, the following definitions apply (unless otherwise indicated):

- a) "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. §§ 5121-5208 (Stafford Act); in accordance with 44 CFR § 206.223; and applicable policies of FEMA.
- b) "FEMA-State Agreement" is the agreement dated _____, 2020, between FEMA and the State of South Carolina, and all associated amendments to such agreement.

2) APPLICABLE LAW

The parties agree to all the conditions, obligations, and duties imposed by the FEMA-State Agreement, all applicable state laws, all federal legal requirements set forth in the Stafford Act, and Code of Federal Regulations, as well as the policies of FEMA. Subrecipient further agrees to comply with the Statement of Assurances and Conditions attached hereto as Exhibit A.

3) FUNDING AND INSURANCE

- a) Recipient shall provide funds on a cost reimbursement basis to Subrecipient for eligible activities approved by Recipient and FEMA, as specified in the approved Project Worksheets.
- b) Recipient may provide some portion of any nonfederal share for some subrecipients. Any payment by Recipient for the nonfederal share is contingent upon an appropriation by the State Legislature, subject to any modification in accordance with the South Carolina Code of Laws and the South Carolina Constitution.
- c) As a condition of receipt of the federal funding, Subrecipient agrees to provide any nonfederal share not paid by Recipient. The federal allowable costs shall be determined as per 2 CFR Part 200 and 44 CFR Part 206, which shall be not less than seventy-five (75) percent of all eligible costs; the nonfederal share shall be the remaining amount.
- d) The approved Project Worksheet(s) shall be transmitted to Subrecipient and shall state the cumulative funding allowed, the scope of work of the eligible project, and the costs eligible under this Agreement. Project Worksheets may obligate or deobligate funding, thereby amending the total funding for the project. The approved Project Worksheets shall document the total eligible costs and the total federal share of those costs, which shall be seventy-five (75) percent of all eligible costs, unless otherwise indicated.
- e) Eligible project work shall be limited to the approved scope of work contained in the project worksheet(s). Modifications to the approved scope of work shall be addressed in accordance with 44 CFR § 206.203. Costs resulting from work not within the approved scope of work shall not be reimbursed.
- f) Recipient may withhold funds otherwise payable to Subrecipient from any disbursement to Recipient 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.
- g) Administrative costs in addition to the Project Worksheet(s) that are otherwise eligible under 44 CFR § 206.228 and do not require matching funds may also be funded by FEMA.

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 applicable insurance coverage and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are "ineligible costs", which Subrecipient shall reimburse to Recipient without delay.

- c) Subrecipient shall also reimburse Recipient if Subrecipient receives any duplicate benefits from any other source. In the event that Recipient should determine that Subrecipient has received duplicate benefits, by its execution of this Agreement, 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 Project Worksheet(s) in a manner acceptable to Recipient and in accordance with applicable legal requirements.
- b) Subrecipient shall ensure that any development or development order complies with applicable planning, permitting, and building requirements.
- c) Subrecipient shall engage such competent, properly licensed engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

6) REQUIRED DOCUMENTATION REVIEWS AND INSPECTIONS

- a) Subrecipient shall create and maintain documentation of work performed and costs incurred on each project identified in a Project Worksheet sufficient to permit a formal audit comporting with ordinary, customary, and prudent public accounting requirements.
- b) 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 all accrued interest.
- c) For all projects, Subrecipient shall state on the "Project Completion and Certification Report" that all work was performed in accordance with this Agreement and the requirements in each Project Worksheet and shall state the date of completion.
- d) Recipient will inspect Small Projects by random selection and will conduct the final reconciliations on Large Projects to ensure that all work has been performed within the scope of work specified on the Project Worksheets. Costs not within the approved scope of work shall not be reimbursed.
- e) Subrecipient shall submit the following documentation for Large Projects (the Large Project threshold for this declared event is \$128,900):
 - 1. A request for reimbursement;
 - 2. A summary of documentation, which shall be supported by original documents such as contract documents, invoices, purchase orders, and change orders;
 - 3. A request for final inspection; and
 - 4. A signed Project Completion and Certification Report.
- f) Requests for Reimbursement not containing proper supporting information shall be returned to Subrecipient with a request for information to support claimed items for reimbursement.

7) PAYMENT OF COSTS

Recipient shall disburse the eligible costs to Subrecipient in accordance with the following procedures:

- a) Recipient shall disburse funds to Subrecipient for the federal and any appropriated non-federal share of the eligible costs for Small Projects as soon as practicable after execution of this Agreement and formal notification by FEMA of its approval of the pertinent Small Project Worksheet.
- b) Recipient shall reimburse Subrecipient for eligible federal share and any appropriated non-federal share for Large Projects as soon as practicable after execution of this Agreement, formal notification by FEMA of its approval of the pertinent Large Project Worksheet, and a complete and comprehensive Request for Reimbursement. The Request for Reimbursement from the Subrecipient must include:
 1. A Request for Reimbursement available at screcoverygrants.org;
 2. A Summary of Documentation supported by original documents such as contract documents, invoices, purchase orders, change orders, proof of expenditure, and disbursement of payment, etc., which is also made available at screcoverygrants.org; and
 3. Documentation demonstrating that the reported costs were reasonable, incurred, and in the performance of eligible work.
- c) Recipient may, at its discretion, withhold the federal share and its portion of the nonfederal share of funding under this Agreement from Subrecipient if Recipient has reason to expect a subsequent unfavorable determination by FEMA that a previous disbursement of funds under this Agreement was improper, or if a Request for Reimbursement does not satisfy documentation requirements to support claimed costs.
- d) Request for Reimbursement shall be submitted and shall include the supporting documentation for all costs of the project or services. Requests for Reimbursement shall be accompanied by documentation to support the claimed costs associated with work approved in the associated Project Worksheet. The supporting documentation must comply with the documentation requirements as outlined in the Code of Federal Regulations.
- e) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budget, the State Chief Financial Officer or under Paragraph (3) of this Agreement, all obligations on the part of the Recipient to make any further payment of funds shall terminate, and Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Recipient.

8) 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 Recipient;
- b) Subrecipient shall have submitted the documentation specified in Paragraphs (6) and (7) of

this Agreement;

- c) In the case of Large Projects, Recipient shall have performed the final reconciliation; or in the case of Small Projects, the project listing and certification shall have been reviewed by Recipient, or Recipient shall have performed a final inspection; and
- d) Subrecipient shall have requested final reimbursement.

9) RECORDS MAINTENANCE

- a) 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.
- b) Records shall be maintained for at least three (3) years after submission of the final expenditure report to FEMA for closeout of the grant that is the subject of this Agreement. Access to those records must be provided at reasonable times to the United States of America, its employees and agents, and to Recipient, its employees and agents.
- c) 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 Recipient, its employees, and agents (including auditors retained by Recipient), and to the United States of America, its employees and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.
- d) Recipient may unilaterally terminate this Agreement for refusal by 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.

10) 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.

11) REPAYMENT BY SUBRECIPIENT

All refunds or repayments due to 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 11, Chapter 13, South Carolina Code of Laws, if a check or other draft is returned to Recipient for collection, Subrecipient shall pay Recipient a service fee of \$30.00.

12) AUDIT

- a) Subrecipient shall provide for an annual audit if it is identified that the Subrecipient received more than \$750,000 in federal funds within their fiscal year. This audit will be

conducted in accordance with 2 CFR Part 200 and any federal or state legal requirements as well as any policy, procedure, or guidance issued by Recipient.

- b) Audit resolution instructions shall be prescribed by Recipient.
- c) Within thirty (30) days of the receipt of the non-federal audit, Subrecipient shall provide Recipient the following:
 - 1) One copy of the Audit Report;
 - 2) An amended Federal Status Report in agreement with the audit, accompanied by a trial balance;
 - 3) Any unobligated fund balance due because of audit adjustments;
 - 4) A response to management letter findings and recommendations;
 - 5) A response to all questioned cost, relating to this Grant and;
 - 6) Any other adjustments, explanations or information that may be pertinent to the Grant.
- d) Recipient may require Subrecipient to undertake such further or additional audits as determined necessary or appropriate including, but not limited to, past and current organization-wide audits. Such audits may be necessary to determine the adequacy, accuracy, and reliability of Subrecipient internal controls, fiscal data, and management systems established to safeguard Subrecipient assets and to ensure compliance with this Agreement.
- e) If this Agreement is closed out without an audit, Recipient reserves the right to recover any disallowed costs identified in an audit after such closeout.

13) NONCOMPLIANCE

If Subrecipient fails to comply with this Agreement or any statute, rule, or other legal requirement applicable to the performance of this Agreement, 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 is otherwise resolved to the satisfaction of both parties. The Recipient may also address Subrecipient's failure to comply with the terms of this Agreement or applicable law by imposing additional conditions as described in 2 CFR § 200.207 (Specific Conditions) or other remedies for noncompliance as appropriate (2 CFR §§ 200.338- 200.339). If the violation or breach is not cured, Recipient may terminate this Agreement and invoke its remedies under this Agreement or any remedies that may otherwise be available.

14) MODIFICATION

Recipient and Subrecipient may request modifications to this Agreement. However, the party requesting the modifications must do so in writing. The requested modification may become effective only after approval by both parties.

15) TIME FOR PERFORMANCE

- a) Each project shall be complete by the end of the Period of Performance for each approved project.
- b) Such Period of Performance shall be as identified in 44 CFR § 206.204 (c).
- c) Time extensions are, per Item 14 of this Agreement a modification, and requests must be submitted in writing.
- d) Failure to complete any project will be cause for the termination of funding for that project and reimbursement of all project costs.
- e) If any extension request is denied by Recipient or FEMA, or not sought by Subrecipient, Subrecipient shall only be reimbursed for eligible project costs incurred up to the latest extension for completed projects.

16) CONTRACTS WITH OTHERS

- a) If Subrecipient contracts with any other contractor or vendor for performance of all or a portion of the work required under this Agreement, 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.
- b) Subrecipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.
- c) Subrecipient shall provide the contractor with a copy of this Agreement.
- d) To the extent that Subrecipient has outstanding or uncompleted contracts for work requiring reimbursement under this Agreement, Subrecipient agrees to modify its contracts in accordance with this section.

17) MONITORING

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

addition, Recipient will monitor the performance and financial management by Subrecipient throughout the contract term to ensure timely completion of all tasks.

18) 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 all funding under this Agreement upon the occurrence of any one or more of the following:
 1. 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;
 2. 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;
 3. Any reports required by this Agreement have not been submitted to Recipient or have been submitted with inaccurate, incomplete, or inadequate information; or
 4. 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:
 1. Terminate this Agreement upon not less than fifteen (15) days' notice of such termination by certified letter to Subrecipient, such notice to take effect when delivered to Subrecipient;
 2. Commence a legal action for the judicial enforcement of this Agreement;
 3. Withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this Agreement with Subrecipient; and
 4. 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, 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, 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.

19) LIABILITIES

- a) Recipient assumes no liability to third parties in connection with this Agreement. Unless Subrecipient is a governmental entity covered under S.C. Code Ann. § 15-78-20 (1976), Subrecipient shall be solely responsible to all contractors, vendors, and other parties with whom it contracts in performing this Agreement.
- a) Unless 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.
- b) For this Agreement, 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.
- c) 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.
- d) 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.
- e) 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.

20) REPORTS AND INSPECTIONS

- a) Subrecipient shall provide Quarterly Reports to Recipient on the Quarterly Report Form available on screcoverygrants.org. The first Quarterly Report shall be due when Subrecipient is notified. All subsequent Quarterly Reports shall be due no later than ten (10) days after each calendar quarter through final inspection. Quarterly reporting deadlines are January 10, April 10, July 10 and October 10.
- b) Recipient may require additional reports as needed. Subrecipient, as soon as possible, shall provide any additional reports requested by Recipient. Recipient contact for all reports and requests for reimbursement will be the Recovery Grants and Finance Manager.
- c) Interim inspections shall be scheduled by Subrecipient prior to the final inspection and

may be requested by Recipient based on information supplied in the Quarterly Reports.

21) 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.

22) TERM

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

23) 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 Recipient at the following addresses:

FOR RECIPIENT:

Brittany Kelly
Public Assistance Program Manager
South Carolina Emergency Management
Division 2779 Fish Hatchery Road, West
Columbia, SC 29172 Email:
bkelly@emd.sc.gov
Phone: 803-429-1027

FOR SUBRECIPIENT:

24) AUTHORIZATION

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

STATE OF SOUTH CAROLINA

**EMERGENCY MANAGEMENT
DIVISION SIGNATURE PAGE
HURRICANE _____ (FEMA-XXXX-DR-SC)**

IN WITNESS HEREOF, Recipient and Subrecipient have executed this Agreement:

FOR RECIPIENT:

SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION

Governor's Authorized Representative

Date

FOR SUBRECIPIENT:

Name and Title

Signature Date

Exhibit “A” Statement of Assurances

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

1. Has the legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Subrecipient to act in connection with the application and to provide such additional information as may be required.
2. Will give the Recipient, the State of South Carolina, the Comptroller General of the United States, and the Federal Emergency Management Agency, Department of Homeland Security through any authorized representative access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4701-4772) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM’s Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
6. Will comply with the Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. §§3701-3708) and as supplemented by Department of Labor Regulations 29 C.F.R. Part 5.
7. Will comply with the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
8. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683 and 1685- 1687), which prohibits discrimination on the basis of sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which

- prohibits discrimination on the basis of handicaps;
 - d. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
 - e. the Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1972 (P.L. 92-255) (21 U.S.C. § 1101, et seq.), as amended, relating to nondiscrimination on the basis of drug abuse;
 - f. the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616)(42 U.S.C. § 4541, et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - g. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 - i. 44 CFR part 7, Nondiscrimination in Federally-Assisted Programs (see also 44 CFR §206.11 Nondiscrimination in Disaster Assistance);
 - j. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, and provide an Equal Opportunity Program if required to maintain one;
 - k. any other nondiscrimination provisions applicable to the Public Assistance program; and
 - l. the requirements of any other nondiscrimination statutes which may apply to this award.
9. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) (42 U.S.C. § 4601, et seq.) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
10. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
11. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) (42 U.S.C. §§ 4001-4107) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
12. Will comply with the environmental standards which may be prescribed pursuant to the following:
- a. institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - b. notification of violating facilities pursuant to EO 11738;
 - c. protection of wetlands pursuant to EO 11990;
 - d. evaluation of flood hazards in floodplains in accordance with EO 11988;
 - e. assurance of project consistency with the approved State management program developed

under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);

- f. conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); Section 508 of the Clean Water Act of 1977, as amended (33 U.S.C. 1251, et seq.); and Executive Order 11738;
 - g. protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - h. protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205) (16 U.S.C. § 1531, et seq.)
13. Will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including procuring only items designated in the guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recycled materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procuring program for procurement of recovered materials identified in the EPA guidelines.
14. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
15. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (54 U.S.C. § 300101, et seq.), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974, as amended (54 U.S.C. §312501, et seq.).
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996, OMB Circular No. A-133 “Audits of States, Local Governments, and Non-Profit Organizations, and applicable provisions of 2 CFR 200 Subpart F.
18. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients and subrecipients from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect, (2) procuring a commercial sex act during the period of time that the award is in effect, or (3) using forced labor in the performance of the award or subawards under the award.
19. If the award will be used for construction, the Subrecipient further certifies that the Subrecipient:
- a. Will not dispose of, modify the use of or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the Recipient or the federal awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

- b. Will comply with the requirements of the grant program and federal awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
 - c. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the federal awarding agency or the State (including the Recipient).
 - d. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
20. Will not use the Department of Homeland Security seal, logo, or flags without authorization as set forth in 18 U.S.C. §§ 506 and 701, subject to the penalties set forth in 18 U.S.C. §1017.
 21. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program and award.
 22. Will comply with all applicable requirements of state law, regulations, and policies governing this award.
 23. Will comply with the requirements of The False Claims Act (31 U.S.C. §§3729-3733) which prohibits the submission of fraudulent claims for payment to the federal government, and 31 U.S.C. Chapter 38.

Lobbying

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Standard Form—LLL is attached? (Circle below)

YES NO

Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988:

- A.** The Subrecipient certifies that it will continue to provide a drug-free workplace by
 - (a)** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b)** Establishing an on-going drug free awareness program to inform employees about
 - (1)** The dangers of drug abuse in the workplace;
 - (2)** The grantee's policy of maintaining a drug-free workplace;
 - (3)** Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4)** The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c)** Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);
 - (d)** Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1)** Abide by the term of the statement; and
 - (2)** Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such convictions;
 - (e)** Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.
 - (f)** Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted
 - (1)** Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation act of 1973, as amended; or
 - (2)** Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g)** Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

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

Sections 17.630 of the regulations provide that a recipient or subrecipient that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each

application for FEMA funding. States and State agencies may elect to use a statewide certification.

Venue

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.

No Obligation by Federal Government

The Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this agreement.

ATTACHMENT F
REQUEST FOR PUBLIC ASSISTANCE

The following image is an example of a Request for Public Assistance available for each subrecipient on www.SCRecoveryGrants.org.

**Department of Homeland Security
Federal Emergency Management Agency
Request for Public Assistance**

APPLICANT INFORMATION			
APPLICANT Office of the Adjutant General - SC Emergency Management Division (000-U0Q0S-01)			DUNS NUMBER 038009507
COUNTY Abbeville County, Aiken County, Allendale County, Anderson County, Bamberg County, Barnwell County, Beaufort County, Berkeley County, Calhoun County, Charleston County, Cherokee County, Chester County, Chesterfield County, Clarendon County, Colleton County, Darlington County, Dillon County, Dorchester County, Edgefield County, Fairfield County, Florence County, Georgetown County, Greenville County, Greenwood County, Hampton County, Horry County, Jasper County, Kershaw County, Lancaster County, Laurens County, Lee County, Lexington County, McCormick County, Marion County, Marlboro County, Newberry County, Oconee County, Orangeburg County, Pickens County, Richland County, Saluda County, Spartanburg County, Sumter County, Union County, Williamsburg County, York County			
APPLICANT PHYSICAL LOCATION			
ADDRESS 1 2779 Fish Hatchery Road			ADDRESS 2
CITY West Columbia	COUNTY Lexington County	STATE South Carolina	ZIP 29172
MAILING ADDRESS			
<i>Same as Applicant Physical Location</i>			
PRIMARY CONTACT / APPLICANT'S AUTHORIZED AGENT		ALTERNATE CONTACT	
NAME Smith, Cindy		NAME Kelly, Brittany	
TITLE Chief of Finance and Administration		TITLE Public Assistance Manager	
PHONE NUMBERS Work (Desk): (803) 608-0786		PHONE NUMBERS Work (Desk): (803) 429-1027	
EMAIL ADDRESSES Work: csmith@emd.sc.gov		EMAIL ADDRESSES Work: bkelly@emd.sc.gov	
Did you participate in the Federal/State Preliminary Damage Assessment (PDA)? Yes			
Private Non-Profit Organization? No			
SUBMISSION & APPROVAL INFORMATION			
RPA SUBMITTED BY Kelly, Brittany		DATE RPA SUBMITTED 10/3/2019 8:26:58 PM	
RPA RECIPIENT REVIEWER Kelly, Brittany		DATE RECIPIENT REVIEWED 10/4/2019 3:01:46 PM	
RPA PAGES REVIEWER Brown, Kirk D.		DATE PAGES REVIEWED 10/23/2019 12:55:12 PM	
EVENT FEMA-4464DR-SC-4464DR		FIPS# 000-U0Q0S-01	

ATTACHMENT G
PUBLIC ASSISTANCE QUARTERLY REPORT FOR SUBAPPLICANTS

The following image is an example of a Public Assistance Quarterly Report available for each subrecipient on www.SCRecoveryGrants.org.

Form

Previous Project

1 of 4 - #9 Management Costs
▼

Next Project

Large Project Filter: < 100% Complete 100% Complete

F #9 - Management Costs [\(View Project\)](#)

Category:	Z State Management Costs	Last Viewed By: Adam Lawrence (Feb 24, 2020)
Eligible Amount:	\$1,296,047.29	Last Saved By: Brittany Kelly (Jan 31, 2020)
Work Deadline:	March 16, 2020	

Note

If the Estimated Completion Date is greater than the Work Deadline, a Time Extension may be required [\(Create New\)](#).
 If the project scope of work has deviated from the original as approved by FEMA a Scope Change may be required [\(Create New\)](#).
 If this project is 100% complete a Project Closeout is required [\(Create New\)](#).

This Quarterly Report contains 4 Projects. Ensure that all projects are reported on before submitting this Quarterly Report. Use the above navigation bar to navigate to all Projects.

General

Current Percent Complete: %
The percentage of actual work that has been completed at the end of the reporting period (not a % of funds expended).
 Last Quarter: 63%

Total Funds Expended to Date: \$
The amount that has been spent on the project to date.
 Last Quarter: \$811,860.43

Anticipated Final Amount: \$

Anticipated Completion Date:
The date you expect the work to be completed.
 Last Quarter: Mar 1, 2020

Projected Funds to be Requested for Reimbursement

Estimated Jan 1, 2020 - Mar 31, 2020: \$

Status

Work Status:

Project Status Comments:
Last Quarter: Work in Progress

Cost Status:
Last Quarter: Cost Unchanged

Comments:
Please provide any important information regarding the progress of this project

State Use Only

State Comments:
The value in this field will export to the FEMA QR Export File

ATTACHMENT H REQUEST FOR REIMBURSEMENT FORM

The following image is an example for a Request for Reimbursement form available on www.SCRecoveryGrants.org.

Form

State Use Only

Requested Amount:	\$0.00	
Amount Eligible:	\$ <input type="text" value="0.00"/>	After detailed review, the amount that is found to be within the approved Scope of Work.
Amount Eligible Later:	\$ <input type="text" value="0.00"/>	Note: Eligible Later amounts require an amendment for additional funding.
Ineligible Amount:	\$ <input type="text" value="0.00"/>	
Adjusted Amount:	\$0.00	
State Comments:	<input style="width: 100%;" type="text"/>	

Type:	Contract Work Summary
Vendor/Contractor:	<input type="text" value="Type to Search"/>
Invoice Number:	<input type="text"/>
Invoice Date:	<input type="text"/>
Amount Requested:	\$ <input type="text" value="0.00"/> <small>Project Eligible Obligated \$1,296,047.29, Federal Obligated \$1,296,047.29, Expended \$985,625.01</small>
Quantity:	<input type="text"/>
Rate:	\$ <input type="text"/>
Comments:	<input style="width: 100%; height: 60px;" type="text"/>

ATTACHMENT I
CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

Official document follows this page.

U.S. DEPARTMENT OF HOMELAND SECURITY
 FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS

O.M.B. No. 1660-0025
 Expires July 31, 2007

FOR FY <u>2020</u>	CA FOR (Name of Recipient) <u>State of South Carolina</u>
-----------------------	--

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- Part I FEMA Form 20-16A, Assurances-Nonconstruction Programs
- Part II FEMA Form 20-16B, Assurances-Construction Programs
- Part III FEMA Form 20-16C, Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Part IV SF LLL, Disclosure of Lobbying Activities *(If applicable)*

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Kim Stenson
 Typed Name of Authorized Representative

Governor's Authorized Representative
 Title


 Signature of Authorized Representative

17 MAR 20
 Date Signed

NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and maintaining the data needed, and completing and submitting the form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, U.S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington DC 20472. You are not required to complete this form unless a valid OMB control number is displayed in the upper corner on this form. **Please do not send your completed form to the above address.**

ATTACHMENT J
PUBLIC ASSISTANCE STAFFING RECOMMENDATIONS

I. PURPOSE

To provide staffing recommendations for implementation of the Public Assistance (PA) program. Staffing will vary based on the size and type of event.

II. GENERAL

- A. The sources of staffing for disasters include the State’s Recovery Section staff, additional staff from the SC Emergency Management Division (SCEMD), and augmentee employees from contractors as need. SCEMD has an established contingency contract with three vendors to fill vacant positions within the PA section. Additionally, SCEMD will use temporary staffing agencies and/or hire through State agency channels as a source for additional personnel. The particular staffing agency that will be used is to be determined based on reputation, past experience with that agency, and overhead costs.
- B. The identified State Public Assistance Officer (SPAO) will serve in the function of administering PA grants and plans. Depending on the severity and magnitude of the disaster, a Deputy SPAO may assist the SPAO with grants administration and staff coordination. State Public Assistance Coordinators (PACs) will lead the State’s participation in Recovery Scoping Meetings, assist subrecipients with project worksheet development, identify special considerations and address technical assistance needs.
- C. Specialty needs identified by the State PACs, will be assigned to Project Specialists. Specialist positions can vary depending on the requirement (i.e. debris, insurance, historic preservation, environmental, mitigation). Administrative Assistants will provide filing, scheduling, documentation and meeting coordination assistance. Fiscal Technicians will serve in the function of processing the grant funding and payments in coordination with the public assistance and finance section. The size of the PA section will based upon the size and type of disaster. Internal and external resources are available along with SCEMD prioritization and discussion.
- D. Implementation of Section 324
- The Section 324 Management costs provided for costs incurred for regular and overtime pay, per diem and travel expenses for State employees who participate in the administration of PA grants. This reimbursement may include the necessary costs of requesting, obtaining and administering Federal assistance. Examples of these management and administrative activities include, but are not limited:

1. Joint Preliminary Damage Assessments (JPDA)
2. Field inspections
3. Preparation of PWs
4. Tracking PWs and costs
5. Consultations with Subrecipients
6. Project monitoring, final inspections and final audits

ATTACHMENT K
INTEREST EARNED – CDFA 97.036

CFDA 97.036 Disaster Grants-Public Assistance for Presidentially Declared Disasters

PRIMARY

Agency #: E24

Agency: Adjutant General, South Carolina Emergency Management Division (SCEMD)

Comments: For Presidentially Declared Disasters, federal funds are received for Public Assistance reimbursements to applicants affected by the disaster. There are currently five open disasters in South Carolina under this CFDA: the 2014 Ice Storm (FEMA-4166-DR-SC); the 2015 Severe Flood (FEMA-4241-DR-SC); the 2016 Hurricane Matthew (FEMA-4286-DR-SC); the 2017 Hurricane Irma (FEMA-4346-DR-SC) and the 2018 Hurricane Florence (FEMA-4394-DR-SC). All approved costs are reimbursements to the applicants at the federal share rate (normally 75%) as a zero balance funding technique. SCEMD also receives Stafford Act section 324 management costs from FEMA at 3.34% of the Public Assistance eligible federal share for direct and payroll expenses reimbursed at 100 %. The fund used for each of the four disasters is 55110000 and the funded program is 9800.900000.000. The additional SCEIS financial identification information is:

	2014 Ice Storm	2015 Flood	2016 Matthew	2017 Irma	2018
Florence					
4394	FEMA 4166	FEMA 4241	FEMA 4286	FEMA 4346	FEMA 4394
Grant Number	E2401F035614 E2401F037318	E2401F035815	E2401F036316	E2401F037117	
Cost Center	E240CESA26 E240CESA41	E2401CESA28	E240CESA33	E240CESA38	
Functional Area	E240X0104 E240X0104 E240X0154 E240X0154	E240X0104 E240X0154	E240X0104 E240X0154	E240X0104 E240X0154	

Component: Administrative Costs

Funding Technique: Zero Balance, Paid Out Each Day

Description: Administrative costs include lease, office supplies, utilities, contractual payments, travel, etc.

Fund: 55110000

Percentage of Pass Through Payments to Total Program Expenditures: % 4.4

Component: Payroll

Funding Technique: Zero Balance, Paid Out Each Day

Description: SCEMD has hired temporary grant employees whose pay and fringe benefits are expensed against the public assistance programs for each disaster on a percentage work effort basis.

Fund: 55110000

Percentage of Pass Through Payments to Total Program Expenditures: % 1.0

Component: Payments for awarded project expenditures

Funding Technique: Zero Balance, Paid Out Each Day

Description: Allocations to Applicants are payments for awarded project expenditures.

Sub fund: 55110000

Percentage of Pass Through Payments to Total Program Expenditures: % 94.6

ATTACHMENT L
OFFICE OF THE ADJUTANT GENERAL PROPERTY ACCOUNTABILITY AND
CONTROL REGULATIONS

NGSC Regulation 37-6

State Operations: General

**STATE PROPERTY
ACCOUNTABILITY
AND CONTROL**

**South Carolina Military Department
Office of the Adjutant General
Columbia, SC 29201-4752
1 March 2015**

UNCLASSIFIED

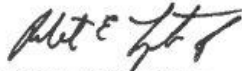
HEADQUARTERS
Adjutant General
South Carolina Army National Guard
Columbia, SC 29201
1 March 2015

*NGSC Regulation 37-6

Effective: 1 March 2015

State Operations
State Property Accountability and Control

BY ORDER OF THE GOVERNOR:



ROBERT E. LIVINGSTON, Jr.
Major General, SCARNG
The Adjutant General

History. This Regulation was created to reflect the proper accountability of state property procedures for the South Carolina Military Department (SCMD).

Summary. This document is intended to describe the standard policies required for recording new and existing assets, changes in assets and the methodology of record keeping. In addition, it is intended to provide steps to assist Program Managers, Directors and Armory Managers in the safeguarding, accounting for and disposing of SCMD assets on a regular basis. Because each appendix engages in the acquisition, transfer, disposal, and use of capital equipment, this policy sets forth the roles and

responsibilities in regard to capital and low value assets.

Applicability. This regulation applies to all Program Managers, Directors, AO's and Unit Armory Managers.

Proponent and Exceptions authority. Proponent of this regulation is the Adjutant General. The proponent has the authority to approve exceptions or waivers to this regulation which are consistent with supporting regulations, publications, and law.

Internal Control System. This regulation is subject to the requirements of the NGB 5-1. It contains guidance for Program Managers, Directors and Administrative Officers to use to conduct required

review of grants and cooperative agreement funded programs.

Interim Changes. Users are invited to send comments and suggested improvement on a DA Form 2028. (Recommend Changes to Publications and Blank Forms: NGSC-DAG Attn: State Operations, 1 National Guard Road, Columbia, SC 29101-4752).

Distribution. This publication is available in electronic media only and is intended for SCMD Program Managers, Directors, Administrative Officers SCARNG units.

*This regulation supersedes AGR 37-6, dated 5 March 2005

NGSC Regulation 37-6 1 March 2015

UNCLASSIFIED

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NGSC 37-6 • 1 March 2015

STATE PROPERTY ACCOUNTABILITY AND CONTROL

1-1. Purpose

The purpose of state property accountability is to set forth the guidelines for the physical and reporting control of state assets and to establish responsibility for property. Provide procedures for accounting and better utilization of property, facilitate the physical inventory of property, and ensure compliance with applicable South Carolina State Law.

1-2. Introduction

Property accountability is an essential function of the South Carolina Military Department (SCMD) because a large portion of its capital assets is made up of machinery and equipment.

a. Sound and prudent property accountability practices at the user and department level must be guided by consistent property management policies and procedures that apply to SCMD.

b. The SCMD must meet its responsibilities to comply when it receives support from the Federal Government and other external sources in the form of contracts, grants, and corporate agreements.

1-3. Responsibility

The accountability, proper care, maintenance and security to prevent misuse or loss of all SCMD property is delegated to the Deputy Adjutant General (DAG).

a. By authority of the Adjutant General of South Carolina, the DAG will relegate the use of state property to Directorates (DIR), Program Managers (PM) or Battalion Administrative Officers (AO). They may elect to subordinate the responsibility to an onsite user (asset custodian/armory manager) but no farther than one user.

b. Each is responsible for the care, maintenance, and safe-keeping of property and equipment assigned to their activities. This general responsibility includes responsibility for:

- (1) Accountability.
- (2) Control.
- (3) Inventory.
- (4) Maintenance of all equipment purchased for, transferred to, donated or assigned to their activity/armory or department.

1-4. DIR, PM, AO Responsibilities

They have the ultimate responsibility and accountability, and are required to provide reasonable security for all property regardless of the source of funding or property. DIR, PM or AO should appoint an asset custodian for the day-to-day accounting for all assets.

a. The delegation of responsibilities does not relieve the DIR, PM or AO of the overall accountability, responsibility, and control.

b. The asset custodian and armory managers will play a significant role in the property process by ensuring that the accountability and control of all state property and equipment is consistently accounted for and identified.

c. A joint physical inventory of assets should be taken each time there is a change at the director, program manager or admin level that has the responsibility for the assets.

d. The out-going and in-coming director/manager should sign the joint physical inventory worksheets.

e. The signatures indicate they both know where the assets are located and that the inventory count is accurate.

f. Copy of the inventories should be kept on file in accordance with internal policies.

1-5. SCMD Property Asset Manager

The Chief Financial Officer (CFO) for the SCMD State Operations has designated the Property Asset Manager with the overall responsibility for day-to-day property management and disposition of state property. It is within the SCMD Budget and Finance Office that all official property records and inventories are located and maintained.

a. The Property Asset Manager is responsible for:

- (1) Creating all asset records.
- (2) Deletions of assets records
- (3) Transferring of assets.
- (4) Identifying, recording, assigning SCMD property identification tags to new acquisitions.
- (5) Maintaining the capital/low-value assets property control records.
- (6) Scheduling annual inventories.
- (7) Management of all surplus property in accordance with state guidelines.

b. DIR's PM's, AO's and assets custodians should contact the SCMD Property Asset Manager for assistance and information relative to property control program.

1-6. Definitions of Property

a. *State property.* Means all things, tangible and intangible, owned by the SCMD, including equipment, weapons, real property, controlled items, supplies, works of art, historical treasures and farm animals. All SCMD property is state property regardless of acquisition method. Property that is purchased with state funds is State property as well as property purchased by the SCMD with non-state funds. Any property donated or given as a gift becomes SCMD/State property as soon as it is accepted. SCMD/State property cannot be given away, thrown away, sold or converted for personal use regardless of acquisition cost.

b. *Real property.* Is all land, including land improvements, buildings, building improvements, and infrastructures that consists of roads, water and sewer systems.

c. *Personal property.* Is any kind of property that is not real property. Personal property may be tangible with physical present, or intangible with no physical existence, such as computer software, trademarks, or copyrights and moveable machinery or equipment.

d. *Equipment.* Consists of property that does not lose its identity when removed from its location and is not changed materially or expended in use. Is defined as a tangible asset that is not consumable or non-expendable having an anticipated useful life of one year or more and having a unit acquisition cost of \$1,000 or greater; it is moveable, even though sometimes it is attached to other objects or buildings. Equipment may fall into one of these categories:

- (1) Furniture – desks, cabinets, chairs, tables, wall lockers and bookcases.
- (2) Office – copiers, calculators, fax machines, telephones and shredders.
- (3) Electronic Data Processing – computers, printers, ipads and scanners.
- (4) Educational – medical, as well as audiovisual and televisions.
- (5) Portable Electronic Devices – laptop computers, digital cameras, projectors and other items especially susceptible to theft.

(6) Other – lawn mowers, golf carts, ATV's and athletic equipment, etc.

e. *Installed/Fixed property.* Items that have a value of \$1,000 or greater and a useful life of over one year but have become permanently affixed as part of a building by being hard-wired, bolted down or onto another piece of equipment or becomes an integral part of that equipment will be identified as installed/fixed property. They will not have a SCMD decal and will not be inventoried except as a part of the building. Examples of installed property are:

- (1) Heating and Air Conditioning systems.
- (2) Intrusion Detection System (IDS).
- (3) Boilers.

- (4) Walk in coolers.
- (5) Gas stoves.
- (6) Flag poles.

f. Controlled/Sensitive property. Is any small and attractive property that is easily converted to personal use or easily pawned, including personal computer equipment, cameras, television sets, videocassette recorders, video cameras, and communication equipment. All items that have a value of less than \$1,000 and will become unidentifiable with use or become outdated through technology are considered controlled/sensitive property. Any items that have been determined to be sensitive by its high probability of theft or misuse, or its susceptibility of pilferage by the DIR, PM should be listed on a locally produced Internal Control Register.

(1) It will be the responsibility of the DIR, PM, or AO to set up internal control measures for all controlled/sensitive property.

(2) The designated asset custodian should establish, maintain, and enforce written internal control procedures to ensure accountability for all State property in their possession, custody, control or use.

(3) The purpose of the written internal control procedures is to ensure that all employees are aware of the proper handling of state property.

(4) When any serial numbered item has served its usefulness and is no longer needed shall be turned into the SCMD Property Asset Manager for disposal or he can be given written approval to dispose of after the inspection of the SCMD Property Asset Manager.

(5) Examples of some controlled property are, but not all-inclusive are:

- (a) All hand tools to include electric hand tools.
- (b) Chain saws.
- (c) Scanners and printers.
- (d) Cameras, televisions, VCRs.
- (e) Push and riding mowers.
- (f) Laptop and desktop computers.
- (g) Projectors, cell phones, desk phones.
- (h) Hand held radios.
- (i) Vacuum cleaners and paper shredders.

g. Expendable property. All items which have a value of less than a \$1,000 and are consumed by use or become unidentifiable through use. They are not required to be inventoried or turned into the SCMD Property Asset Manager. Examples of some expendable property but not all-inclusive are:

- (1) Construction materials.
- (2) Carpet.
- (3) Office supplies and small office equipment.
- (4) Janitorial supplies.

h. Weapons. Means handguns, rifles, shotguns and other explosive devices used for security purposes. These items will be accounted for individually by make, model, serial number, and decal number, regardless of the cost or expected life of the item. If used by individuals, weapon will be hand receipted or signed for as received on a control log kept by the designated responsible property security official.

1-7. Property Asset Categories

a. Capital Assets. Are defined as any tangible items of a non-consumable nature, with value of \$5,000 or more and has the normal expected life of one year or more. All capital assets are subject to capital depreciation. Examples of capital assets are:

- (1) Land and land improvements.
- (2) Buildings and building improvements.

- (3) Machinery and equipment.
- (4) Motor vehicles and trailers.
- (5) Technology equipment.
- (6) Audiovisual.
- (7) Computer software with a cost in excess of \$100,000.
- b.* All items that meet this criterion will be tagged with the SCMD decal and inventoried annually or at the change of command of a DIR, PM or AO.
- c. Low-Value Assets.* Are any assets with a useful life of more than one year and have an acquisition cost of \$1,000 to \$4,999. All items that meet this criteria will be tagged with the SCMD decal and inventoried annually or at the change of command of a DIR, PM, AO or Armory Manager.
- d.* Low-Value assets costing below \$5,000 are not capitalized and are fully depreciated for financial reporting purposes. Any cost incurred to keep a fixed asset in its normal operating condition that do not extend the original useful life of the asset or increase the asset's future service potential are not capitalized. These costs incurred are expended as repairs/maintenance.
- e. Donated assets.* All donated assets will be recorded at their fair market value on the donated date. The fair market value is the estimated amount at which the asset would be exchanged between willing buyer and seller when neither is forced into the exchange.
- f.* Example of some low-value assets, but not limited to:
 - (1) Building.
 - (2) Vehicles, trailers, ATV's and machinery.
 - (3) Golf carts, riding and push mowers.
 - (4) Generators, light sets, copying machines, buffers.
 - (5) Laptops, printers, scanners, fax, projectors, any and all data processing equipment.
 - (6) Power tools, ice machines, stoves, refrigerators.
 - (7) Cameras, camcorders, televisions, telephone and security systems.

1-8. Personal use of State Property

- a.* All equipment owned by the SCMD will be used only for the support of the SCMD in the fulfillment of its mission
- b.* No equipment is to be utilized for personal use or gain.
- c.* It is strictly forbidden for anyone to make personal use of SCMD property.
- d.* Temporary removal of state property from the workplace is authorized when there is a unique or special task or circumstance outside of a person's regular duties and it is determined that the removal of property will aid them in accomplishing their primary mission.
- e.* Written permission maybe granted by the appropriate DIR, PM, in writing and must include the following:
 - (1) Description of equipment.
 - (2) Serial Number.
 - (3) SCMD Property Decal Number.
 - (4) Condition of equipment.

1-9. Loss/Missing or stolen property

- Every effort must be made to control and protect all assets from theft, damage and vandalism. Any item which is lost, stolen, and serious damaged or vandalism occurs must be reported immediately upon the discovery to the SCMD Property Asset Manager.
- a.* Any suspected theft of equipment should be reported immediately to the appropriate local law enforcement agency and identify the item(s) as stolen.
 - b.* The DIR, PM or AO will prepare a written report about the discovery of the missing item(s) and actions taken. Written notice should include a description of the property, time last seen, personnel who have access to the room and any other information that would be helpful in

locating the equipment or in proving responsibility. Any law enforcement report should be included with the written report.

c. Relief of accountability for property lost. Relief of accountability for property loss, missing, or stolen will be approved only after an investigation by the local law enforcement agency and approval of the DAG.

d. Non-recoverable property. If the property is non-recoverable by law enforcement after 90 working days, and all areas of recovery have been exhausted, the DIR, PM will send a letter (with enclosures of his/her written report of discovery, law enforcement incident report) through the SCMD CFO to the DAG requesting the item be stricken from his/her inventory. The DAG may give permission to delete the item or request further investigation.

e. Employee Responsibility. SCMD employees using state property, whether specifically assigned to them or not, are responsible for that equipment. Employees should be advised of any liability they might incur due to their custody of state property and the procedures to follow when an item is being reported as lost, stolen, damaged or destroyed. An employee may be held responsible for the value of any item of equipment lost, stolen, damaged or destroyed through his/her negligence.

f. Derelict or abusive use of State property. Upon discovery an item(s) has been abused or a person has been derelict in the operation and handling of state property, the DIR, PM or AO will file a written statement naming the individual and the incident through the SCMD CFO, to the DAG for disciplinary actions.

1-10. Acquisition of Capital/Low-Value Assets

All state property is acquired through the Shopping Cart Process in the Supplier Relationship Management (SRM) program.

a. During the shopping cart process, the requestor must select "Unknown Asset" for a known asset(s) to be routed to the SCMD Property Asset Manager.

b. The Property Asset Manager will create an asset shell based on the funding stream of the requestor in SCEIS that will assign an asset number for the property using the funding information from the requestors shopping cart.

c. Entering SRM, the asset manager will change the 'unknown asset' to "asset" and enter the assigned asset number to the requestors shopping cart, approve the request and forward the request to the Purchasing and Contract Office for them to create a Purchase Order (PO).

d. The Property Asset Manager will issue the SCMD Property identification tag(s) to the appropriate Purchase Order(s) only after the Goods Receipts has been posted in SCEIS.

1-11. Acquisition of Property from the State Surplus Property Office

The SCMD is authorized to obtain state or federal property from the SC Budget and Control Board, Surplus Property Office. Property acquired through this program will be controlled in the same manner as all other purchased property.

1-12. Acknowledgment of Responsibility for property

Property accountability and inventory control process of Capital/Low-Value Assets begins when the requestor does a Confirm Goods/Services receipt in SRM. The DIR, PM, AO or asset custodian to whom the property is assigned will be acknowledging receipt and acceptance of responsibility for the property during this process.

a. The Confirmation of Goods/Services receipt will be used as an official Issuing/hand receipt for property in the SCEIS Accounting System.

b. SCEIS identifies capital/low-value items that enter the Financial Records System (FRS) and creates corresponding property records, extracting, calculating cost and other property data from the shopping cart, purchase order, and invoice.

c. Copies of Shopping Cart, Purchase Order, Invoices and Confirm Goods/Services receipts are scanned and will become part of the book of record in SCEIS for all activities.

1-13. SCMD Property Tag Identification Policy

The SCMD has no Central Issuing / Receiving Point that takes delivery of property purchased through the SCMD Procurement Office; to include property purchased using the State Purchasing Card. The assignment of SCMD Property tag numbers is the responsibility of the SCMD Property Asset Manager and questions about whether a tag is issued and whether a tag should be used to mark Controlled/Sensitive property or a replacement of a missing tag should be directed to the Property Asset Manager.

a. All assets that exceed a total cost of \$1,000 will be required to have a 'Property of Military Dept of SC' property identification tag assigned to it. This tag is a unique number assigned and affixed to each item of nonexpendable asset, whether the asset is purchased, donated, fabricated, transferred in, or received from excess.

b. Property Identification Tags are a small durable self-adhesive backing tag. Each tag has a unique, permanently stamped identification number.

c. Under no circumstances should this tag be altered or removed.

d. Property is tagged as a means of:

(1) Maintaining a positive identification of assets.

(2) A form of asset location control.

(3) To make inventories easier and quicker.

(4) Aid in the maintenance of assets.

(5) Provide a common ground of communication for both the Property Asset Manager and the assets' users.

e. Tags should be placed on the assets so that they are not easily removed or destroyed by use.

f. It is important that the tag be placed where it can be easily seen and that the tag placement is uniform for ease in locating and reading the number, regardless of the property's location or placement.

g. Consistently place asset tags in the same location on each similar type asset.

1-14. Credit Card Purchase

The SCMD Property Asset Manager will review on a monthly basis all State Credit Card purchasing card transaction logs, to identify potential asset items that may need to be decaled and added to the assets records based on the criteria listed above.

1-15. Inventory Control Procedures

These procedures are to provide guidelines regarding stewardship required for property assets in the SCMD and to assure that property is used only for the purposes of the SCMD and in accordance with the requirements of South Carolina State Laws.

a. *The South Carolina Code of Laws Section 10-1-140* makes the Adjutant General accountable for the supervision, control, and inventory of all state-owned property in the custody of the SCMD and requires such property except expendables, be physical inventoried and validated annually.

b. *Accountability and Responsibility.* The accountability for security to prevent misuse of SCMD property as well as the responsibility for the location, custody, and maintenance of such property and communicating changes to their inventory has been delegated to the DIR, PM and AO by the DAG.

c. *Basic control and identification.* All basic control and identification of property items are accomplished through the serially-numbered property identification tag affixed to the property items.

d. Changes to property records. Additions, deletions and transfers will be accomplished only by the SCMD Property Asset Manager.

e. Responsibility of inventory records. The SCMD Property Asset Manager is responsible for maintaining the detailed inventory records of all state property for the SCMD and responsible for assuring compliance with the NGR 5-1 and SC State law.

f. The SCMD uses the SCEIS automated Inventory Property Listing. Each inventory listing will contain; Cost Center, Decal number, Asset number, Item description, Serial number, Date Acquired, Location, Quantity and Cost Value.

g. Property Inventory Procedure. In order to facilitate the inventory procedure, and to keep disruption of units/departmental operations to a minimum, the property asset manager will on an annual basis forward a hard or electronic copy with a letter of instruction (LOI) for each appendices inventory to the Program Manager, Director and Armory Manager. The DIR, PM and Armory Managers are responsible for completing physical inventories of property assigned to their activities and will certify the following:

- (1) All items have been physically located.
- (2) Initiate all paperwork to correct any discrepancies.
- (3) Sign the original copy of inventory.
- (4) Return copy by suspense date.
- (5) File organizational copy until the following year or change of responsibility.

h. Change in DIR/PM or Armory Manager. Upon the transfer, change or removal of a DIR, PM, or AO, a request for inventory will be sent to the SCMD Property Asset Manager. The inventory will need to take place and completed within sixty (60) days.

i. Random validation. The SCMD Property Asset Manager will do a 10% random validation of selected appendices during the year. A list of discrepancies if any, will be furnished to the DIR, PM or AO. Action will be taken within thirty (30) days after the validation to correct the discrepancies and report the results to the SCMD Property Asset Manager.

1-16. Turn-in of State Property

When property becomes obsolete, uneconomical, inefficient, or no longer serves a useful function or excess to the needs or is no longer capable of being used by an activity, it will be turned-in for possible redistribution or disposal by the Property Asset Manager.

a. DIR, PM, AOs or Armory Manager will request a transfer or turn-in document from the Property Asset Manager. Individual appendices/departments are not authorized to dispose of capital or low-value state property in any manner.

b. All surplus state property will be disposed of by SCMD Property Asset Manager.

c. Whenever any property is determined to be unusable or excess to the needs of the SCMD, the Property Asset Manger will contact the Division of General Services, Surplus Property Office Management Office (SPMO) for disposition of the property within ninety (90) days from the date property becomes surplus. It will be reported to the SPMO on a turn-in document (TID) designed by the SPMO

d. Upon receipt of the TID, the SPMO will screen the property to determine whether it is surplus or junk as defined in Section 11-35-4020 of the SC Procurement Code.

e. All items of value will be picked up by and transferred to the SPMO, Boston Avenue, West Columbia; or upon consultation and agreement with the agency's Property Asset Manager, will remain at the agency site if deemed by the SPMO to be a more cost-effective method for disposal.

f. Disposal of property. If any property is determined by the SPMO to have no further value, it will be recycled, donated to local groups, or hauled to dump provided that these areas are legally approved for such disposal. Although approval is required before property can be destroyed, the approval process is intended only to document that the destruction is authorized and appropriate.

1-17. Cannibalization of property

Cannibalization refers to the removal of serviceable parts, components, or assemblies from one piece of equipment (lawn mowers, computers, printers, e.g.) to be used as replacement parts on other equipment or to fabricate another item.

a. Authorization to cannibalize equipment. The decision to allow cannibalization will be determined by the DAG and will be delegated to the property asset manager, technical experts, or other management levels that are familiar with the type property.

b. Cannibalization and modification are permissible only when they serve the best interest of the SCMD, and are properly authorized and recorded.

c. When excess, outdated or unserviceable property is turned-in; the SCMD Property Asset Manager will check with the technical experts to see if the equipment can be repaired and put back into service. If not, the irreparable equipment will be mined for useful parts to maintain other similar pieces of equipment in the agency's best interest.

1-18. Computers

Prior to turn-ins, all computer hard-drives must be clean of all official/personnel data files; if in doubt, remove it or remove the hard drive.

Bottom line - reconfigure or erase all functions, including electronic functions of the property or equipment as necessary to prevent the property or equipment from producing indicators that the property or equipment, or any product that it was generated by the property or equipment, was the property of SCMD.

Removal of Information. Each Dir, PM, AO or asset custodian at the time of turning in a computer will sign a Letter of Certification stating that all information has been removed from all computer(s) being turned-in.

1-19. Grant and Cooperative Agreements Purchased Assets

The adjutant general is responsible for compliance with all of the terms, conditions, and standards of all Grants and Cooperative Agreements. The SCMD is contractually obligated to the Federal Government for grants under the Title 32 Code of Federal Regulations. All requirements set forth in 32 CFR, part 33 will be strictly adhered to by all DIR's, PM's or AO's who are affected by a federal grant as well as the DIR and PM for Special Military Projects Agreements such as the SC Youth Challenge and STARBASE Programs.

1-20. Cooperative Agreements

All assets obtained with cooperative agreement sourced funds will be accounted for and maintained in accordance with the guidelines posted in the NGR 5-1, Chapter 8 (Equipment and Supplies). Ownership rights for cooperative agreement funded purchases rest with the entity (SCMD or USPFO) which procured the asset.

1-21. Transfer of Grant or Cooperative Agreements Assets to outside agencies

The following procedure for property accountability should be followed for property acquired or transferred from government grant funds. This includes property acquired by a grant or cooperative agreement or transferred to the SCMD from another institution or governmental agency.

If an item(s) is purchased for use by a Program Manager in the SCMD or the Emergency Management Division (EMD) with grant money or departmental budget money and the item(s) is needed to fill a permanent support mission with an outside agency. The DIR, PM will do a paper transfer/hand receipt to the gaining agency/county or city. The property will remain on the DIR,

PM inventory list, but will list the agency name and location of where the property is located. When the property is no longer needed by the outside agency or becomes obsolete, the using agency will return the property to the DIR/PM. During the yearly inventory process the DIR, PM will conduct an inventory of the property that is on hand receipt to outside agencies' counties or city.

1-22. Transfer of Grant or Cooperative Agreements Assets to SCMD

When grant property is transferred to the SCMD from another institution or agency, it is the responsibility of the DIR, PM or AO to whom the property is assigned to ensure that the SCMD Property Asset Manager and the State Coordinator for Grants and Agreements receives a detailed list, including model, serial number, value, location, grant fund account number and a copy of the documents which transmitted the property to the SCMD. The Property Asset Manager will inventory and decal the item(s) after receipt of this documentation and add the item to the receiving Cost Center asset listing in SCEIS.

1-23. State Property located at SCMD Armories

Each Command Administrative Officer (AO) will appoint the Armory Manager for each state supported armory that receives state property within their respective command. The armory manager for each state supported armory will be the responsible person for the inventory, accountability, control, proper care, maintenance and security to prevent misuses or loss of any state property.

Change of armory manager. When the custodianship of the Armory Operations Fund Manager (Armory Manager) changes, the armory manager will notify the SCMD Property Manager and request an updated inventory list. This function can be done in conjunction when the outgoing and incoming armory manger meets with State Operations Budget & Finance (Armory Accounts Manager) personnel. The armory manager will do a joint inventory of all state property assets with their replacement.

NOTE: WHEN A UNIT IS RELOCATED TO A DIFFERENT ARMORY, ALL STATE PROPERTY WILL REMAIN AT THE ARMORY. IT IS STATE PROPERTY AND NOT THE PROPERTY OF THE UNIT.