

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



2026

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 of that facility for other purposes. [Note: This complies with the Stafford Act § 406 (c) (1), 44 CFR § 206.203 (d) (2), PAPPG v5, January 2025. Ch.8, IV, C] 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 and submitted within 60 days.

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, equipment, or materials.

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 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 (JPDA) 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 predisaster 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 of \$1,093,800. This threshold applies to all unobligated PA projects in major disasters and emergencies declared after fiscal year 2026. FEMA adjusts the threshold annually to reflect changes in the Consumer Price Index for all Urban Consumers and reviews the base threshold every three years.

Local Government – any counties/parishes, municipalities, local public authorities, school districts, intrastate districts, councils of governments, regional and 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 – a private non-profit educational, utility, medical, house of worship or religious facility, 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 (PW) – the form FEMA uses to document the details of the Applicant's project and costs claimed. PW also is referred to as a Project Report.

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 (42 U.S.C. 5187). See also 44 CFR 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.*). Section 428 authorizes alternative procedures for the PA program under sections 403(a)(3)(A), 406, 407 and 502(a)(5) of the Stafford Act. Alternative procedures are included in the most recent version of the PAPPG.

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 disaster have been signed by applicant in Grants Portal.

Small Project(s) – approved projects estimated to cost less than the large project threshold amount (less than or equal to \$1,093,800 but more than \$4,100).

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 (SPAO) – the person responsible for administering the PA program at the State level. The SPAO 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

CG	Comptroller General
CFR	Code of Federal Regulations
COTS	Commercial off-the-shelf Products
CRC	Consolidated Resource Center
DHHS	Department of Health & Human Services
DAA	Designated Applicant's Agent
DSO	Deputy State Coordinating Officer
EHP	Environmental and Historic Preservation
EMMIE	Emergency Management Mission Integrated Environment
ESF	Emergency Support Function
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
JPDA	Joint Preliminary Damage Assessment
GAR	Governor's Authorized Representative
GP	Grants Portal
NEPA	National Environmental Policy Act
NFIP	National Flood Insurance Program
OMB	Office of Management and Budget
OTAG	Office of the Adjutant General
PA	Public Assistance
PAAP	Public Assistance Alternative Procedures
PAC	Public Assistance Coordinator
PAPPG	Public Assistance Program and Policy Guide
PIO	Public Information Officer

PL	Public Law
PNP	Private Non-Profit
PDMG	Program Delivery Manager
PW	Project Worksheet
RA	Regional Administrator
RFR	Request for Reimbursement
RPA	Request for Public Assistance
RSF	Recovery Support Function
SCEMD	SC Emergency Management Division
SCEOP	SC Emergency Operations Plan
SCEIS	South Carolina Enterprise Information System
SCO	State Coordinating Officer
SCRG	South Carolina Recovery Grants (online platform)
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 Major 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 for catastrophic disasters or for multiple/concurrent events as defined in the Public Assistance Program and Policy Guide, v.5 (PAPPG).
- 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 a 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, 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 an emergency or major 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 address all of 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 the determination being appealed. Upon the date of receipt of the subrecipient's appeal, the GAR then has 120 days from the date of the FEMA determination 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 (SPAO).
3. If the issue continues to remain unresolved, the FEMA IBD should notify the Federal Coordinating Officer (FCO) and the SPAO 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. Duplication of information will be performed by SCEMD personnel 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 Tables 2-3, Page 52-59 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/

reimbursements, excess funds usage (for Public Assistance Alternative Procedures (PAAP) Permanent Work projects), and closeouts.

- o. Request, respond to, and monitor audits.
 - p. Establish with FEMA applicable 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 J).
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 13.
 - 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 (SPAO)

- a. The SPAO is the SCEMD staff member who manages program implementation by assisting in both conduct and coordination.
- b. SPAO responsibilities:
 - (1) Coordinate and participate in site inspections that serve as the basis for obligating funds to applicants.

- (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 Major 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 2026 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, Public Law 93-288, as amended.
 2. Single Audit Act Amendments of 1996, Public Law 104-156 dated July 5, 1996, as amended, referenced in 44 CFR, Part 13.
 3. Freedom of Information Act, 5. U.S.C. § 552, as amended.
 4. Disaster Recovery Reform Act of 2018, Public Law 115-254 dated October 5, 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 Programs (FEMA Reg 5).
 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 Considerations.
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 (OMB Circular A-110)
13. 2 CFR, Part 220, Cost Principles for Educational Institutions (OMB Circular A-21).
14. 2 CFR, Part 225, Cost Principles for State, Local and Tribal Governments (OMB Circular A-87).
15. 2 CFR, Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122).
16. 5 CFR 900, Subpart F, Standards for a Merit System of Personnel Administration.
17. Executive Order 13132, Federalism.
18. Executive Order 13717, Establishing a Federal Earthquake Risk Management Standard.
19. Executive Order 12372, Intergovernmental Review of Federal Programs.
20. 16 U.S.C. § 3501, Coastal Barrier Resources Act.
21. 54 U.S.C. § 300101, National Historic Preservation Act, as amended.
22. 16 U.S.C § 1531, Endangered Species Act.
23. Office of Management and Budget (OMB) OMB Uniform Guidance, 2 CFR Part 200.
24. Pub. L. 113–2, div. B, § 1101(a), Jan. 29, 2013, 127 Stat. 39, Sandy Recovery Improvement Act of 2013.
25. FEMA Policy/Handbooks:
 - a. Public Assistance Program Policy Guide (PAPPG), v. 5, January 2025

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, §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. 2023-11 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, SC Code of Laws Section 48-39-10, *et seq.*, as amended and SC Code of Laws Section 48-14-10, *et seq.*, as amended. See also SC Code of Regulations, Regulations 30-1 through 30-21, Regulation 61-30, and Regulations 72-300 through 72-316, 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. Public Assistance Quarterly Report for Subrecipients
- G. Request for Reimbursement for Subrecipients
- H. Certification Regarding Restrictions on Lobbying
- I. Public Assistance Staffing Recommendations
- J. Interest Earned- CFDA 97.036
- K. 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 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 (JPDAs) have been conducted. Joint PDAs are damage assessments conducted with the affected counties/subrecipients to determine whether estimated damages in the affected areas 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 damage. A person with an administrative background 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 to support them in successfully managing PA 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 will usually 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 Permanent Work, 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 Major disaster declaration date. Using current systems, this is generally accomplished by submitting an 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 applicants' time.
 - 2. If news media personnel desire attendance, SCEMD External Affairs or the designated PIO will offer to provide information and to answer their 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 each subrecipient.
 - 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 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 federal major disaster declaration under the Stafford Act.
- 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 200, 44 CFR 14, 200, and 206, S.C. Code §2-65-90, 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 Grants Management 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.
- 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 subrecipient 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 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 \$4,100 and \$1,093,899 in fiscal year 2026) 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 Grants Portal, FEMA's system of record, and uploaded into SCRecoveryGrants.org (SCRG) 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 Major 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 related executive orders;
 - 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 (SPAO)/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. The timing and amount of cash advances will be limited to the minimum amounts needed for the actual immediate cash requirements of the State and be as close as 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 if permissible in accordance with 2 CFR 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 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. Advancement of Funds

1. Any advance payment is subject to 2 CFR 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 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. Expedited Projects for Emergency Work

1. A subrecipient can request expedited funding for Emergency Work projects (Category A or B) for projects that meet the Large Project threshold. Requests must be submitted to FEMA within 60 days of the Subrecipient's Recovery Scoping Meeting.
2. FEMA funds obligated projects for 50 percent of the Federal share of the estimated project costs.
3. To support the request, the Subrecipient will provide information and documentation sufficient to validate the work and costs. This should include:
 - i. A detailed description of the work and documentation to substantiate that the work is eligible (description of immediate threat, work activities, work locations, and estimated quantity by type of debris with pictures, debris locations (temporary staging and final disposal), permits, and reduction methods (if Category A)).
 - ii. Total estimated cost with documentation to support the basis of the estimate and to show cost reasonableness (insurance documentation, force account labor, force account equipment, rented equipment, and contract work information).
4. The purpose of expedited projects is to expedite the obligation of the project. All projects, including expedited projects, are subject to SCEMD's standard reimbursement documentation requirements and procedures.

5. Each expedited project will require submission of at least one Request for Reimbursement (RFR) quarterly to capture work, costs, and supporting documentation to date. A second version must be requested once all costs have been reconciled and before additional costs exceeding the original 50% of the federal share will be obligated.

M. 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. If an appeal is 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.

N. 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.

O. 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 \$1,000,000.
- 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.

P. Management Disclosures

Non-Federal entities must disclose, in a timely manner, in writing to the awarding agency or pass-through entity all violations 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 closeout 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 more than \$4,100 but less than \$1,093,800 (in fiscal year 2026) 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 \$1,093,800 (fiscal year 2026) 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, it 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, and approved by FEMA. Failure to allow for environmental review 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, it 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 the recovery scoping meeting is completed. After the 60-day period any additional damages identified by the subrecipient must be reported in writing to the State Public Assistance Officer (SPA0). 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 SPA0.
- 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. For large projects, within 90 days of work completion, the subrecipient must provide to SCEMD documentation to support actual costs.

- G. According to 44 CFR 206.204(e)(2), “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.”
- H. Appeals may be filed on any determination made by FEMA or the State. Appeals must be submitted to SC Emergency Management Division (SCEMD) within 60 days of receiving written notice of the action.
- I. PWs will not receive funding until regulatory and statutory requirements have been met.
- 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 each project is complete, the subrecipient is reimbursed for the costs incurred, and the project is 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 \$1,000,000 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 subrecipients and files them in each 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 final SF-425. During this time, all approved PWs are subject to State and Federal audit/review.

V. PROJECT CLOSEOUT

- 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 Grants Portal 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 closeout letter to the subrecipient.
- F. The subrecipient must keep all project files for three years from the date the final expenditure report is submitted.

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

I. INTRODUCTION

The State Public Assistance Officer (SPAO), also known as the PA Program Manager, is responsible for executing the Public Assistance (PA) program, which may be approved in a Major 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. State PAO (SPAO)
3. Administrative Services Section

B. Potential Subrecipients

1. State agencies/local governments
2. School districts
3. Certain private non-profit (PNP) organizations
4. 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 development of a Project Worksheet (PW) that 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 the Project Report 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. Each subrecipient requests payment in accordance with paragraph 7 of the South Carolina Public Assistance Grant Agreement (referred to as the State and Applicant Agreement or Funding Agreement), which is signed by the subrecipient and the GAR. SCRecoveryGrants.org is used for requesting payment.
 - 1. For “small” projects (greater than \$4,100 but less than \$1,093,800 in fiscal year 2026), payment can be requested before the work is completed. Payment will include the Federal share and the State share (if applicable).
 - 2. For “small plus” projects (exceeding \$600,000, or exceeding \$250,000 for high to moderate risk subrecipients), payment of the 75 percent of federal and 75 percent of any appropriated non-federal share of the eligible costs can be made as soon as practicable after execution of the Funding Agreement and formal notification by FEMA of its approval of the Project Worksheet. Supporting documentation will be required at final payment.
 - 3. For “large” projects (\$1,093,800 or more for fiscal year 2026), 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.
 - i. For a small project, payment is made once the project is obligated by FEMA.
 - ii. For a small-plus project, payment of the remaining federal and non-federal shares is made after project completion and document reconciliation.
 - iii. For each large project, the subrecipient must submit one or more request for reimbursement (RFR) in SCRecoveryGrants.org identifying expenses to be reimbursed and including or linking supporting documentation (e.g., invoices, payroll and overtime records, proofs of payment) for requested amounts.
- 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 and documentation supporting eligible costs and compliance with federal regulations and policy has been received and reviewed.

2. Grants and Finance Manager

- a. Once FEMA has approved and awarded a Project Worksheet (PW), it goes into a numbered bundle in FEMA Grants Portal. 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 by the Grants and Finance Manager and the GAR.

- F. The payment request form is then forwarded to the SCEMD Finance and Administration Section for payment to be issued to the subrecipient.
- G. After a check has been issued, the Finance and Administration Section will provide the check number to the SCEMD PA Grants and Finance team 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 and Administration Section.
 - 2. SCEMD Finance and Administration Section
 - 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 and 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 Grants Portal and payment spreadsheets for SPAO and SCEMD files.
 - 3. Office of the Comptroller General
 - a. Verify payment documentation.

- b. Forward approved payment data to State Treasurer for check to be issued.
- 4. Office of the State Treasurer
 - a. Prepare check per approved data.
 - b. Forward checks to the Office of the Adjutant General.
- 5. Office of the Adjutant General
 - a. Forwards checks to SCEMD from the State Treasurer. (SCEMD mails checks to the appropriate subrecipient.)

H. Cash Management:

- 1. SCEMD Finance and Administration Section processes SMARTLINK 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 state's financial system 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 of SCEMD.
- 2. Purchases not exceeding \$10,000.00 are small purchases providing purchase price is fair and reasonable and cost effective.
- 3. For purchases from \$10,000.01 to \$25,000.00, 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. For purchases from \$25,000.01 to \$100,000.00, written quotes, bids, or proposal must be made for a purchase. 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. Small purchases of commercially off-the-shelf products (COTS) from \$10,000.01 to \$100,000.00, including construction, require a minimum of

three quotes. Purchases of COTS products are not to exceed \$100,000.00. This follows the same process as a Small Purchase from \$10,000.01 to \$25,000.00. COTS items are supplies sold in the commercial marketplace and offered to the State without modification in the same form in which they are sold in the commercial marketplace.

6. Purchases in excess of \$100,000.00 are facilitated through the agency's Purchasing and Contracting section but are procured by the SC Office of State Procurement.
7. 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.
8. All purchases are reviewed for funding eligibility for compliance.
9. The State follows Federal procurement procedures outlined in 2 CFR 200.

ATTACHMENT E
STATE AND SUBRECIPIENT PUBLIC ASSISTANCE FUNDING AGREEMENT

Subrecipient:

FIPS Number:

State and Subrecipient Public Assistance Funding Agreement
[Disaster Name]
(FEMA-____-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 _____, 2025, 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 _____, 2025, 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 _____, 2025, 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 the 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, including environmental laws.
- b) Subrecipient shall ensure that any development or development order complies with applicable planning, permitting, and building requirements.
- c) Subrecipient shall engage competent and appropriately licensed engineering, building, and other technical and professional assistance at 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 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 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) For Small Projects exceeding \$600,000, or exceeding \$250,000 for high to moderate risk subrecipients (small-plus projects), the Subrecipient shall submit documentation that supports:
 - 1. Completion of the approved scope of work;
 - 2. Costs incurred for eligible work;
 - 3. Demonstration that required policies were followed (e.g., procurement, pay policies).

- f) Subrecipient shall submit the following documentation for Large Projects (the Large Project threshold for this declared event is \$1,062,900):
 - 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. Contract and procurement documents, labor and equipment usage records, invoices, purchase orders, and change orders, and proofs of payment;
 - 4. A request for final inspection; and
 - 5. A signed Project Completion and Certification Report.
- g) Requests for Reimbursement not containing appropriate 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 low-risk applicants with Small Projects less than \$600,000, or high to moderate risk applicants with Small Projects less than \$250,000, 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 disburse funds to Subrecipient for 75 percent of federal and 75 percent of any state-appropriated non-federal share of the eligible costs for Small Projects greater than \$600,000, or for high or moderate risk applicants with small projects greater than \$250,000 as soon as practicable after execution of this Agreement and formal notification by FEMA of its approval of the Project Worksheet. Supporting documentation will be required at final payment.
- c) Recipient shall reimburse Subrecipient for eligible federal share and any state-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 documented Request for Reimbursement. Each request for reimbursement from the Subrecipient must include:
 - 1. A Request for Reimbursement (RFR) available at SCrecoverygrants.org;
 - 2. A Summary of Documentation supported by original documents appropriate to the type of expenses included in the Project Worksheet, including but not limited to: procurement and contract documents, invoices, purchase orders, change orders, proof of expenditure/payment, disbursement of payment, payroll, timesheet and equipment usage records, actual insurance proceeds, submitted in the RFR in SCrecoverygrants.org; and
 - 3. Documentation demonstrating that the reported costs were reasonable, incurred, and in the performance of eligible work.
- d) 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.

- e) 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.
- f) 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 Small Projects exceeding \$600,000, or exceeding \$250,000 for high to moderate risk applicants, Recipient will make final payment of the remaining federal and non-federal shares after project completion and document reconciliation. Requirements for the Subrecipient to receive remaining federal funds and applicable non-federal funds will include:
 - 1. Final inspection of the completed approved scope of work;
 - 2. Documentation supporting costs incurred for eligible work;
 - 3. Demonstration that all required policies were followed (e.g., procurement, pay policies).
- d) 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
- e) Subrecipient shall have requested final reimbursement.

9) RECORDS MAINTENANCE

- a) 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 (applies to each of the Subrecipient's project(s) for the PA November 2024 Edisto Flooding grant). Access to records must be provided at reasonable times to the United States of America, its employees and agents, and to Recipient, its employees and agents.
- b) 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.

- 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, 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 the 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.

12) SINGLE AUDIT

- a) Subrecipient shall provide for an annual audit if it is identified that the Subrecipient received more than \$1,000,000 in federal funds within their fiscal year. This single 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 § 200.208 (Specific Conditions) or other remedies for noncompliance as appropriate (2 CFR §§ 200.339- 200.343). 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. The cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

15) TIME FOR PERFORMANCE

- a) Each project shall be completed 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 approved deadline for the project.

16) CONTRACTS WITH OTHERS

- a) If Subrecipient contracts with a 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 incorporate into each contract provision/clauses required by 2 CFR 200. See contract clause list in Funding Agreement, Exhibit B.
- c) Subrecipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.
- d) Subrecipient shall provide the contractor with a copy of this Agreement.
- e) 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) Recipient annually will review Subrecipient's audit compliance and status as to risk assessment factors (based on criteria in Recipient's Single Audit and Risk Assessment and Monitoring Policy). If based on that criteria and review the Subrecipient is designated as moderate risk or high risk, the Recipient may conduct additional monitoring and/or consultation to support Subrecipient's adherence to grant policies, federal regulations, and documentation requirements.
- c) 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, including the review described in item 17b) above. 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 promptly 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 reports will be the Public Assistance Program Manager 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) PROHIBITION ON EXPENDING FEMA AWARD FUNDS FOR COVERED TELECOMMUNICATIONS EQUIPMENT

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services.
- (b) Prohibitions.
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) Exceptions.
 - (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (d) Reporting Requirement.
 - (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - (2) The Contractor shall report the following information pursuant to paragraph

(d)(1) of this clause:

- (i.) Within one business day from the date of such identification or notification: The contract number; the order number(s); if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii.) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use of submission of covered telecommunication equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

22) 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.

23) TERM

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

24) 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:

Allison Volk
Public Assistance Program Manager
South Carolina Emergency Management
Division 2779 Fish Hatchery Road, West
Columbia, SC 29172 Email:
avolk@emd.sc.gov
Phone: 803-920-1659

FOR SUBRECIPIENT:

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
November 2024 Edisto Flood (FEMA-4858-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. Subrecipient, contractors, and subcontractors must agree to provide the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Subrecipient, Contractor, or Subcontractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Subrecipient, Contractor, or Subcontractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Subrecipient, Contractor, or Subcontractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
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 disability;
 - d. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
 - e. Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793, 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, as amended (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, as amended (5 U.S.C. §§ 7324-7368) 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, et seq., as amended) 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, as amended (P.L. 91-190);
 - 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 and EO 14030;
 - e. assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended (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) (42 U.S.C. §§ 300f, et seq.);
 - 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.); and
 - i. improve the resilience of communities and federal assets against the impacts of flooding
13. Will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq. as amended), 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, as amended (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. § 306108, et seq.), EO 11593 and EO 13287 (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. 7101, et al.) 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,
 - (3) using forced labor in the performance of the award or subawards under the award, or
 - (4) engaging in acts that directly support or advance trafficking in persons, including the following acts:
 - (A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - (B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside of the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless-
 - (i) exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant, contract, or cooperative agreement; or
 - (ii) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.
 - (C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.
 - (D) Charging recruited employees placement or recruitment fees.
 - (E) Providing or arranging housing that fails to meet the host country housing and safety standards.
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 comply with FEMA Interim Policy #405-143-1: Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment.
21. Will comply with 2 C.F.R. § 200.322. This requirement applies to all contracts awarded by a non-

federal entity under FEMA grant and cooperative programs. The following language should be included in the contract with the Contractor.

- (a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (2) Meeting contract performance requirements; or
 - (3) At a reasonable price.
 - (b) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
 - (c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”
22. Will comply with 2 CFR 200.322, as appropriate and consistent with the law. The non-federal entity should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products). The requirements of 2 CFR 200.322 must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (a) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (b) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
23. 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. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
24. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program and award.
25. Will comply with all applicable requirements of state law, regulations, and policies governing this award. Will include the following language or similar language in all contracts: “This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor or subcontractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”
26. 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. Subrecipient will include the following language or similar language in its contracts: “The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”
27. 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

28. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §§8108, et seq. as amended), 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).

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.

29. 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.

30. 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.

Exhibit B – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must or should contain provisions covering the following, as required or recommended by law:

- Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily

available on the open market, or contracts for transportation or transmission of intelligence. The contracting officer must insert the clauses set forth in 29 C.F.R. 5.5b(1)-(5) and 29 C.F.R. 5.5c in addition to the clauses set forth in required paragraph (a) of 29 C.F.R. 5.5 or 29 C.F.R. 4.6.

- Clean Air Act ([42 U.S.C. 7401 et seq.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251 et seq.](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401 et seq.](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251 et seq.](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Order 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. Applicable contracts and subcontracts must include a provision requiring compliance with suspension and debarment regulations. The suspension and debarment clause is required for all contracts and subcontracts for \$25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services. Local governments and nonprofits, even for procurements under \$25,000, must also comply with the regulation requiring local governments and nonprofits to only award contracts to responsible vendors. An “excluded” party cannot receive a federal grant award or a contract considered to be a “covered transaction,” which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a non-procurement transaction at either a primary or secondary tier. A covered transaction includes the following contracts for goods or services under FEMA financial assistance programs: the contract is at least \$25,000; the contract requires the approval of FEMA, regardless of amount; the contract is for federally required audit services; or it is a subcontract for \$25,000 or more.
- Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 2 CFR [§ 200.323](#) - Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered 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 during 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 procurement program for procurement of recovered materials identified in the EPA guidelines.
- 2 CFR [§ 200.322](#) - Domestic preferences for procurements. (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials

produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Contracts should provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For procurements made under grant awards or declarations issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.
- Contracts should include a clause in contracts encouraging Contractors and Subcontractors to take the steps set forth in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small businesses, minority businesses, women’s business enterprises, veteran-owned businesses and labor surplus area firms are considered when possible.
- Contracts should include appropriate copyright licenses to meet the parties’ obligations under 2 C.F.R. § 200.315(b) and (d). Work that is subject to copyright, or copyrightable subject matter, includes any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works.
- Contracts should include the following language or similar language in its contracts: “Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.”
- Contracts should include the following language or similar language in its contracts: “Subrecipient encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, Subrecipient encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.”
- Contracts should include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract.

ATTACHMENT F

PUBLIC ASSISTANCE QUARTERLY REPORT FOR SUBAPPLICANTS

The image below shows a Public Assistance Quarterly Report for a 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:

69 %

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:

\$ 900,341.97

The amount that has been spent on the project to date.
Last Quarter: \$811,890.43

Anticipated Final Amount:

\$ 1,296,047.29

Anticipated Completion Date:

Mar 1, 2020

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:

\$ 0.00

Status

Work Status:

Work in Progress

Project Status Comments:

Last Quarter: Work in Progress

Cost Status:

Cost Unchanged

Last Quarter: Cost Unchanged

Comments:

Please provide any important information regarding the progress of this project

State Comments:

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

State Use Only

ATTACHMENT G

REQUEST FOR REIMBURSEMENT FORM

The following image shows a Request for Reimbursement form available on www.SCRecoveryGrants.org

Form

State Use Only

Requested Amount:

\$0.00

Amount Eligible:

\$

After detailed review, the amount that is found to be within the approved Scope of Work.

Amount Eligible Later:

\$

Note: Eligible Later amounts require an amendment for additional funding.

Ineligible Amount:

\$

Adjusted Amount:

\$0.00

State Comments:

Type:

Contract Work Summary

Vendor/Contractor:

Invoice Number:

Invoice Date:

Amount Requested:

\$

Project Eligible Obligated \$1,296,047.29, Federal Obligated \$1,296,047.29, Expended \$985,625.01

Quantity:

Rate:

\$

Comments:

ATTACHMENT H
CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

Official document follows this page.

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ATTACHMENT I
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 State PAO 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 be 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 (JPDAs)

2. Field inspections
3. Preparation of PWs
4. Tracking PWs and costs
5. Consultations with subrecipients
6. Support for scope of work change and time extension requests and appeals
7. Project monitoring, reimbursements, final inspections, and final audits

ATTACHMENT J
INTEREST EARNED – CFDA/ALN 97.036

For major disaster declarations, federal funds are received for Public Assistance reimbursements to applicants affected by the disaster. There are currently 13 open disasters in South Carolina under this ALN: 2015 Severe Flood (FEMA-4241-DR-SC); 2016 Hurricane Matthew (FEMA-4286-DR-SC); 2017 Hurricane Irma (FEMA-4346-DR-SC); 2018 Hurricane Florence (FEMA-4394-DR-SC); 2019 Hurricane Dorian (FEMA-4464-DR-SC); 2020 Severe Storms, Tornadoes, Straight-line Winds, and Flooding (FEMA-4479-DR-SC); COVID-19 Pandemic (FEMA-4492-DR-SC); 2020 Severe Storms, Tornadoes, Straight-line Winds (FEMA-4542-DR-SC), 2022 Hurricane Ian (FEMA-4677-DR-SC), 2023 Tropical Storm Idalia (FEMA-3597-EM-SC); 2024 Tropical Storm Debby (FEMA-4835-DR-SC); 2024 Hurricane Helene (FEMA-4829-DR-SC); 2025 Edisto Flood (FEMA-4858-DR-SC)

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% for declarations prior to August 1, 2017. SCEMD receives Stafford Act section 1215 management costs from FEMA at 7% of the Public Assistance eligible federal share for direct and payroll expenses reimbursed at 100% for declarations on or after August 1, 2017. The fund used for each of the four eight disasters is 55110000, and the funded program is 9800.900000.000 9800.900000X000. Additional South Carolina Enterprise Information System (SCEIS) financial identification information is:

	2015 Flood	2016 Matthew	2017 Irma	2018 Florence
	FEMA 4241	FEMA 4286	FEMA 4346	FEMA 4394
Grant Number	E2401F035815	E2401F036316	E2401F037117	E2401F037318
Cost Center	E240CESA28	E240CESA33	E240CESA38	E240CESA41
Functional Area	E240X0104	E240X0104	E240X0104	E240X0104
	E240X0154	E240X0154	E240X0154	E240X0154

	2019 Dorian	2020 Storms	2020 COVID-19	2020 Tornadoes
	FEMA 4464	FEMA 4479	FEMA 4492	FEMA 4542
Grant Number	E2401F037619	E2401F037820	E2401F038020	E2401F038320
Cost Center	E240CESA44	E240CESA47	E240CESA46	E240CESA49
Functional Area	E240X0104	E240X0104	E240X0104	E240X0104
	E240X0154	E240X0154	E240X0154	E240X0154

	2022 Ian	2023 Idalia	2024 Debby	2024 Helene	2024 Edisto Flood
	FEMA 4677	FEMA 3597	FEMA 4835	FEMA 4829	FEMA 4858
Grant Number	E2401F038722	E2401F0389230	E2401F039024	E2401F0039124	E2401F039224
Cost Center	E240CESA53	E240CESA56	E240CESA57	E240CESA58	E240CESA59
Functional Area	E240X0104	E240X0104	E240X0104	E240X0104	E240X0104
	E240X0154	E240X0154	E240X0154	E240X0154	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: 1.3%

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 program for each disaster on a percentage work effort basis.

Fund: 55110000

Percentage of pass-through payments to total program expenditures: 1.2%

Component: Payments for Awarded Project Expenditures

Funding technique: Zero balance, paid out each day

Description: Allocations to applicants/subrecipients are payments for awarded project expenditures.

Fund: 55110000

Percentage of pass-through payments to total program expenditures: 97.5%

ATTACHMENT K
PROPERTY ACCOUNTABILITY AND CONTROL POLICY

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

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GSC 37-6 • 1 Mardi 2015

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e. l l l l p l r l y « R n p 0 1 1 . - l b i l l y S C M D e m p l o y e e s u l l l l l U l l e f n O p e l l Y , w h e t t i o r i p e c i f i : l l l U a a i g n a ! 10 t l e c m O i e M l , ■ r e r , o p o ! U l o l e r 1 l r w l c q [J l ! l c n l , E m , p l D) l e e S h o o l d b e J l d v i x d o l l l l y l i u i l y l l e y m i p d j o c w . d c 10) t h e i r d a s t o d y ' o f l l . t t e l " " P f l . Y l i t e p r o c e d u r Q ; t o f o k l w w h e n a t t i t e m i s b e i n g n : J l (l l t r d j u l o r i . J t o l e n . d a m a a , e d o r d e s A J v y e d . A n , e m p l e y , d m l l y ' b e h e l d i c s p > j l l o l b e f o r t b ■ m l u e o f a n y h r m o f , " l n i p m e n l o l l , o l e A , d o d

o r d a t r o d t h n , l l p l l l b / l i e r n e t . l i l : ! ! ! ! - e .

f. A , r , l / l : l u r a b l , . h - . , , , / S l a t e p r o p , , , z y . U p o n d i K o , , c r y a n i t e m (*) h u b l : c n a b u s e d o r l l p e r t O i l l . l l - b e e n d e r , , l i e t i n t h e : o p m , t l o a a o h ! i m l l i n o f l d . a t e p r n p c : n y , t h e D I R , P M o r A O I l i l e a w r i l : C f l Q l l i m c n l n a n : l n l l t h < t l " v t d a i l a r . d l l ' e l f t e x l o l t d t h e S C M D C F O , l o t h e O G f " d " e i j ! l i n m r y 4 l : l i c , r , m .

1-10, A d u r i o t h e s h o p p i n g c : l n d I r e q u e s t o r m u s t i e a \ - U n k n o ' n A s s e , d f o r . o b l o w n A) l A l J e p r o p e r l y l s a d u r i o t h e s h o p p i n g c : l n d I r e q u e s t o r m u s t i e a \ - U n k n o ' n A s s e , d f o r . o b l o w n M l l n q e : m e : n l (S R M) , r o a n .

a. D u r i o t h e s h o p p i n g c : l n d I r e q u e s t o r m u s t i e a \ - U n k n o ' n A s s e , d f o r . o b l o w n d l) t o b e t O U l e d 10 S C M D I r o p c , n y A s s a M . n . , w r .

b. T h e P r o p e n y A u e l M M & J I C I ' w i c m l l i l : l . l l e t s b e l l b a s e d o n t f i l n d [n l l i l c - u n o . h h e d i n S C E I S , a t w i l l o - i l l ' o n I I S I C C n " l l t l b i - r f o r l i t e p r o p e - " C) d " (: l t , , J i m d i D I I i n f o n n a l i o n f r < > m l h e d o n d i l l p ! > f a j j a r t .

-> . E h l n a S R M . t h o a s . e t " M " " P r w i l l c r u i n g e I n ' n o " I I m e t ' t . o " u s c t : " & n d o n l e r l l l e : - i : - 1 I I S I C i n u t n b i e r l O l l c d 0 1 l s . l t . o g p i P g ! . l l l l , I P P l ' V I l l e f l q l ' C S i . l l m f o r w A N I l l e f t l l l i : 5 l L i l c P u : n i h : s i q m i l C o n t r o l O f f i l l l : r i r I . h e m I O M B . l " I d O r d e r (P O) . J . T h e h - o p f l l y A s s a l l l n : m - w i l l i s s u e t h e S C M D P r o p e r t y i c i e n t i f o c . a . l l o n l o K (s) 10 l l l e I P J > K ! I I M I C P l i : r e h l l > c O r d e r (s) o p l y d e : l l l e O o o d s R e r e i P U l l W b s : c n n D S d j n S C E I S .

1-1 I . A c q u i s i t i o n G r P r o p e n - y & o m l l l t t l e S u r p l l r e p e r f y O f f i c e

T b e S C M O ' a u t o n o z e d i o o b l o i l l s t a t e o r f e e l e r = ! j) R i p l i f t y m , m d i e S C B u d - e t ■ a d C G l r o l B o a K l , S u r p l u s P r o p e n y O m c e . P f l i p e n y a c : q u m l l h r l m l) h l h ' s \ P I O J l i " I w i l b e 00 f t r o l t e d U l d i e S l i m e m o n , i e r u l l l l l l l h e r p u r c h a s e d p , . n y .

1 I l . > . c k n o w l e d p i c , o r R . c l p o 115 l l l l t y f o r r t y

P r o p e r t y a m , u r u a b i l i t y a o o l l l v f l A X ' C t : l l t r o l p r o c c , u o f C a p i ! a L o w - V l n d , A l 5 e l l b q ' i m w l i r : n l l l e r e q u e s l i n d o c i - " C o n f i r m G o o d s . " T Y K ' - i G e i p l i a S R M . T b ; 0 K . P M , , i o o r a m t e n \$ 11 M l i l n t o l l l l o m t h e p n : p e r ! " i s I W i a , l n e d w i l l b e " " k n o w [e d g i n g r e c d p l " " d d i x e p t a c e o r r n p o t ! J l b i l i l y f o r t h e p n : p e r t y d l l r i l l g L h u p m e c D .

" d C o n f i d l l l l l l o o f d S e r v i c e s r e c e ' w W ' b e u s e d a o f f i c i a l J w i l o c (l J l n d l : a : j i i U l o u r w w , l m f l e s j : e f s A w i u n l i l l n t e m .

I l . : S C E I S l d e n t i f = c o p i t l l d o w , l l l c i e i m i l v , n i e r l l l e F i n i l l R c e o l l b S y s t e m (l ' R S) ■ n d C l ' C I I I C t w d p o n d l n f i j i O p C h Y m . d t l l t r a c i n . l l . l l l l e u l l l i n l c o s t ■ N l o t r p r o p e n y ' d a m f r o m h e s l r o p p l t g c : 4 l t , p u r e l l a s e O l d e t , J l l d i m . , i c , .

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