



SOUTHEAST CRESCENT  
REGIONAL COMMISSION

**State Economic and Infrastructure Development  
(SEID) Grant Project Agreement  
Between  
Southeast Crescent Regional Commission (“SCRC”)  
And  
City of Sandersville (the “Recipient”)  
September 4, 2024**

**SCRC Grant Award Number: SEID23GA011**

<b>Recipient:</b>	<b>Grantor:</b>
City of Sandersville	Southeast Crescent Regional Commission
Authorized Official: Elaine Mitchell Title: Acting Public Works Director	Contact: Dr. Dennis Dotterer Title: Director of Grants and Programs
Address: 141 W. Haynes St. Sandersville, Georgia 31082	Address: 1901 Assembly Street Suite 370 Columbia, SC 29201
Phone: 478-552-3459	Phone: 803-851-3356
Email: emitchell@sandersvillega.org	Email: grants@scrc.gov
Co-Applicant:	Website: scrc.gov
State Program Manager Contact: Brittany Pittman (brittany.pittman@dca.ga.gov)	

Recipient's Employer Identification Number: **58-6000658**

Recipient's UEI Number: **VMSPCVJRJ8Z5**

Assistance Listing Number: **90.705**

Program: **SCRC State Economic and Infrastructure Development Program ("SEID")**

Authority: **PL 110-246, the Food, Conservation, and Energy Act of 2008, as amended**

Construction Project? (Y or N):  Yes  
 No

Project Title: **Tybee Community Drainage Improvements (the "Project")**

Grant Application (the "Grant Proposal") Date: **February 2, 2024**

Date of Award: **July 16, 2024**

Total Project Amount: **\$625,000**

Amount of Federal SCRC Funds Awarded: **\$500,000**

Match/Cost Share: **\$125,000**

Period of Performance: **September 1, 2024 – August 31, 2026**

Indirect Cost Rate:  Federal Approved Negotiated Indirect Rate: \_\_\_\_\_  
 10% De Minimis Rate

Recipient Scope of Work: **As set forth in Attachment A, the NOFA, and the Grant Proposal**

Project Overall Description (the "Overall Project"): **\$500,000 to improve stormwater infrastructure addressing flooding issues impacting livability and economic prospects. The project**

**aims to enhance the resiliency of this historic neighborhood and foster economic growth through innovative drainage solutions.**

### ***Grant Provisions***

- I. **STATEMENT OF PURPOSE**—This Grant Agreement (this “Agreement”) is entered into as of the Date of Award set forth above between SCRC and the Recipient. The Recipient agrees to perform the scope of work set forth the NOFA and in Attachment A and any additional work set forth in its Grant Proposal (collectively the “Scope of Work”) in a manner consistent with the Overall Project described above, within the budget included with its Grant Proposal, and within the period of performance stated above (the “Period of Performance”). This Agreement implements a SEID grant made under authority of SCRC to provide funding to the Recipient. To the extent consistent with this Agreement, this Agreement incorporates by reference the Recipient’s grant proposal submitted to SCRC (the “Recipient Proposal”). To the extent that this Agreement conflicts with the Recipient Proposal, this Agreement shall govern.
- II. **SCRC RESPONSIBILITIES**—SCRC shall have overall responsibility for the administration and oversight of the SEID grant program. SCRC may enforce the terms and conditions of this Agreement utilizing any means available to SCRC, including but not limited to the procedures set forth in 2 CFR 200.208, 2 CFR 200.339, 2 CFR 200.520, and 2 CFR 180.
- III. **RECIPIENT RESPONSIBILITIES**—The Recipient shall have full responsibility for the ongoing programmatic, financial, and administrative management and performance of the Scope of Work, including all aspects of the project or activity supported under this Agreement and for adherence to the terms of this Agreement and all federal, state, and local laws applicable to this Agreement and the Scope of Work (“Applicable Laws”). Although the Recipient is encouraged to seek the input of SCRC staff concerning the meaning and implementation of this Agreement, SCRC’s provision of such input or failure to provide such input does not decrease or alter the Recipient’s obligations under this Agreement or any of the Recipient’s responsibility for making prudent and sound judgments under the circumstances prevailing at the time that a decision is made, nor does seeking advice shift responsibility for operating decisions or performance of the Recipient’s obligations under this Agreement to SCRC. The Recipient shall cooperate with SCRC in all respects relating to this Agreement. SCRC shall have the right from time to time to direct the Recipient to consult with any third parties designated by SCRC in connection with compliance with the terms of this Agreement and Applicable Laws. Subawards and procurement of goods, services, technology, or

other items under this Agreement shall only be made to the extent permitted under Sections XIV and XV.

IV. PURPOSE OF GRANT FUNDS - The Recipient acknowledges and agrees that the funds provided under this Agreement shall be used solely for the Scope of Work within the context of the Overall Project. The Recipient shall ensure that all expenditures of the funds provided under this Agreement are in accordance with the specific objectives and activities outlined in the Scope of Work and are consistent with the approved budget.

V. NOTICE TO PROCEED—**Recipient shall not commence activities under this Agreement until a Limited Notice to Proceed or a Notice to Proceed letter is received from SCRC pursuant to this Agreement. Unless otherwise specifically approved in this Agreement, no costs shall be charged under this Agreement for work performed prior to SCRC’s issuance of the Notice to Proceed.**

**The following items must be completed and submitted to SCRC prior to SCRC’s issuance of a Notice to Proceed:**

- a. Execution and delivery of this Agreement by both parties;
- b. Executed Standard Form 3881 (Automated Clearinghouse (ACH) Vendor/Miscellaneous Payment Enrollment Form) and a Federal W9 Form;
- c. Receipt of evidence that the Recipient is registered and active in the System for Award Management (SAM.gov);
- d. The Recipient has provided to SCRC documentation acceptable to SCRC to show the availability of non-SCRC matching funds/cost share listing the total amount of funding and each funding source necessary to complete the Scope of Work, together with letters of commitment for each funding source; and
- e. If deemed applicable by SCRC, confirmation that any and all steps necessary to be taken prior to performance of the Scope of Work have been taken, including but not limited to satisfaction of any National Environmental Policy Act (“NEPA”) requirements (collectively, the “Preconditions”)

**The documents set forth above should be sent as separate files to the SCRC grants email at [grants@SCRC.gov](mailto:grants@SCRC.gov). (If the required documents have previously been provided to SCRC with the Grant Application, they do not need to be resubmitted.) SCRC must have all these documents in its files before it will issue a Notice to Proceed. This Agreement number must be in the subject line of the email.**

VI. APPROVED BUDGET—The total budget for the Scope of Work is established as provided in the Grant Application and supporting documentation (contained in the Budget Form and Budget Narrative) submitted by the Recipient, unless a different approved budget is attached hereto (in either case, the “Approved Budget”).

- VII. OBLIGATION OF FEDERAL FUNDS—The total amount of Federal funds obligated under this Agreement is set forth on page 2 of this Agreement as: “Amount of Federal SCRC Funds Awarded.” No requests for reimbursement nor any claims above such amount (individually or cumulatively) will be honored by SCRC.
- VIII. COST ALLOWABILITY—Costs under this Agreement, whether direct or indirect, shall only be payable to the extent they are incurred and documented in accordance with Subpart E of 2 CFR 200, the applicable portions of 48 CFR Part 31, and any other Applicable Laws (the “Cost Principles”). The Cost Principles apply to all entities, including but not limited to state, local and tribal governments, institutions of higher education, nonprofit entities and for-profit entities. The Cost Principles generally provide that only costs that are allocable, reasonable, and allowable will be reimbursed. The Cost Principles contain, among other things, certain general tests of allowability that apply to all types of costs charged to this Agreement and a list of selected items of cost that are not allowable. By submitting the Grant Proposal, the Recipient has represented to SCRC that all costs for which it will seek reimbursement under this Agreement are allocable, reasonable, and allowable under the Cost Principles. The Recipient should take special care to review and comply with the provisions of 2 CFR 200.407, which identifies costs that require prior approval, under certain circumstances. Under 2 CFR 200.308(f), SCRC exercises its option to restrict cumulative transfers among direct cost categories or programs, functions, or activities to ten percent (10%) of the total budget as last approved whenever it has designated the Recipient as subject to special conditions pursuant to 2 CFR 200.208.
- IX. INTERNAL CONTROLS – The Recipient shall comply with standards for internal controls described at 2 CFR 200.303.
- X. PROGRAM INCOME—If income is earned by the Recipient or any permitted subrecipient or permitted subcontractor as a result of expenditures under this Agreement, it shall be spent on allowable eligible costs pertaining to the Overall Project and shall be disbursed prior to draw down of additional Federal funds. Under this Agreement, program income shall be applied under the deductive alternative set forth in 2 CFR 200.307.
- XI. PAYMENT PROCEDURES— In order to receive payments, the Recipient must electronically submit the following forms:
- a. Standard Form 270 (Request for Advance or Reimbursement)
  - b. SF-270 SCRC Supporting Document
  - c. Any additional documentation requested by SCRC to confirm the work performed, continuing capability of the Recipient to perform the work, or other documentation requested by SCRC.

The Recipient shall submit the above forms and documentation to SCRC for each applicable period to the email address: grants@SCRC.gov. Requests for advances or reimbursement will be reviewed and SCRC shall process the request and make payments based on the methods permitted under 2 CFR 200.305.

XII. NON-SCRC SHARE—Failure to satisfy any requirement for non-SCRC match by the conclusion of the Project may lead to disallowance of Federal funds already drawn and spent and non-payment of further invoices.

XIII. RIGHT OF RETURN - In the event that the funds provided under this Agreement, or any portion thereof, are not used for the [Intended Purpose] as defined in Scope of Work and approved budget that is part of the Grant Proposal, the Recipient shall promptly notify SCRC in writing. SCRC, in its sole discretion, shall have the right to require the Recipient to return the unused funds or any funds used for purposes other than the Intended Purpose. The Recipient agrees to return such funds to SCRC within thirty (30) days after receiving a written request from SCRC to do so.

XIV. SUBAWARDS—Pursuant to 2 CFR 200.308(c), SCRC approval is required for the Recipient to subaward any portion of the funds under this Agreement. “Subaward” means awards to lower tier organizations that provide assistance in carrying out a substantial portion of the Scope of Work. Except to the extent that a Subaward is specifically described in the Grant Application and Scope of Work, the Recipient shall not make any Subaward without the prior written approval of SCRC. Prior to making any Subaward, the Recipient shall, using the criteria set forth in 2 CFR 200.331, make a case-by-case determination that the nature of activity being carried out constitutes a Subaward (as opposed to a contract) and that the entity to which the Subaward is to be made is an eligible entity under the SCRC authorizing legislation (i.e., a state or local government, Indian tribe, or public or private organization described in Section 501(c) of the Internal Revenue Code of 1986 (the “Code”) and exempt from taxation under Section 501(a) of the Code). The Recipient shall prepare a subaward agreement to govern the programmatic and administrative activities of the subrecipient. The subaward agreement shall contain the data elements set forth in 2 CFR 200.332(a) and incorporate applicable provisions of this Agreement, including those set forth in the applicable Statement of Assurances (SF 424B or SF 424D). The Recipient shall carry out mandatory oversight and enforcement actions as set forth in 2 CFR 200.332(d) and (f) and may carry out discretionary oversight actions as set forth in 2 CFR 200.332(e). Subawards by the Recipient also fall within BABAA (as hereinafter defined). Please see additional guidance on BABAA provided below. **If the Project includes a Subaward component that is not specifically set forth in the Grant Proposal and Scope of Work, please contact SCRC staff prior to making such Subawards.** The Recipient shall require all subrecipients, including lower tier subrecipients, to comply with the terms and conditions of this Agreement, including applicable provisions of the OMB Uniform Guidance (2

C.F.R. Part 200). See 2 C.F.R. § 200.101(b)(1), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§ 200.330-332.

XV. **PROCUREMENT**—Procurement of goods and services shall be carried out following the Recipient's own procurement procedures provided that such procedures meet the minimum standards set forth in 2 CFR 200.317-327 and Appendix II of 2 CFR 200. The Recipient shall ensure that every purchase order or other contract under this Agreement includes any clauses required by 2 C.F.R. § 200.326. Without limiting the generality of the foregoing, the Recipient shall take all affirmative steps set forth in 2 CFR 200.321 to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are solicited and utilized when possible. The Recipient shall develop and maintain a code of conduct for officers, employees, and agents that prohibits financial and familial conflict of interest and curtails solicitation or acceptance of gratuities in accordance with 2 CFR 200.318(c). Subrecipients must follow the requirements of 2 C.F.R. 200.318 through 200.326 which includes the requirement that non-Federal entities maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by an SCRC award if he or she has a real or apparent conflict of interest.

All services necessary for the design and engineering phases of the Project shall be performed by qualified personnel. To the extent applicable, contracts for architect and engineering services shall be arranged using the competitive procedures set forth in 2 CFR 200.320(b)(2)(iv) under which price may not be used as the sole selection factor. In addition, the Recipient may not enter into a cost-plus percentage of cost or a cost plus a percentage of construction cost contract.

In accordance with 2 CFR 200.318(b), the Recipient shall exercise oversight to assure that contractors perform in accordance with the delivery requirements of the contract and that they comply with all terms and conditions. The Recipient shall enter into a sound and complete agreement with any contractor that is enforceable in the jurisdiction where the contract is to be performed and that contains the applicable clauses of 2 CFR 200, Appendix II.

In accordance with 2 C.F.R. § 200.321, the Recipient shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus areas firms are used when possible. SCRC encourages the Recipient to use small businesses, minority business enterprises and women's business enterprises in contracts under financial assistance awards. The Minority Business Development Agency, within the U.S. Department of Commerce, will assist non-Federal entities in matching qualified minority business enterprises with contract opportunities. For further information visit MBDA's website at <http://www.mbda.gov>.

SCRC reserves the right to review the procurement procedures of the Recipient at any time during the application review process or during performance of the grant in accordance with 2 CFR 200.324. The Recipient shall keep all procurement documents in their Project file in the event the Project is monitored and/or audited for programmatic compliance. It is the responsibility of the Recipient to review and understand these applicable procurement requirements and ensure that the procurement process is conducted properly.

## XVI. CONSTRUCTION PROVISIONS

The following additional requirement shall apply to any subrecipient under this Agreement to the extent that the Scope of Work involves construction:

- a. National Environmental Policy Act (“NEPA”), 42 USC § 4332 et seq.: The Recipient shall comply with the requirements of NEPA and submit required documentation for certification.
- b. The Build America, Buy America Act (the “BABAA”): The Recipient shall comply with the requirements of BABAA and require and ensure that all subcontractors and subrecipients comply with such provisions as well.
- c. The Architectural Barriers Act (42 U.S.C. 4151 et seq.)
- d. All other Applicable Laws applicable to construction projects funded with federal funds.

XVII. INTELLECTUAL PROPERTY – The Recipient agrees that the Project shall be treated as subject to the Bayh-Dole Act and that the provisions of 35 USC § 200 shall be treated as applicable with respect to intellectual property.

XVIII. NOTICES — All notices and other communications required or permitted pursuant to this Agreement shall be delivered to the designated contact persons whose names appear on the cover sheet of this Agreement at the address designated. Such notices may be delivered in person, by United States Postal Service, private delivery service or electronic mail.

XIX. **LIMITATION OF LIABILITY — SCRC expressly disclaims all responsibility or liability to the Recipient or any other third parties (including but not limited to subrecipients and subcontractors) for the actions or failure to act of the Recipient or any other third parties resulting in death, bodily injury, property damages, or any other losses, damages, or claims resulting in any manner from the performance of this Agreement or any subaward, contract, or subcontract under this Agreement (collectively, “Liabilities”). The Recipient agrees that in no event shall SCRC be liable under or in connection with this Agreement for any Liabilities or for indirect, consequential, incidental, or punitive damages, and in no event shall SCRC be liable under this Agreement or otherwise in an**



**amount above the lesser of (a) the Approved Budget or the allocable, reasonable, and allowable costs incurred by the Recipient consistent with this Agreement and (b) the amount of federal funds appropriated and provided to SCRC and allocated to this Agreement.**

- XX. INDEPENDENT PARTIES; INDEMNIFICATION. The Recipient agrees that it is an independent party and cannot take any action on behalf of SCRC. Nothing in this Agreement permits the Recipient or any subrecipient or subcontractor to assert that it is able or has authority to bind SCRC, is a part of the United States Government, or that the United States Government is liable for any of its actions. The Recipient shall indemnify, defend and hold harmless SCRC, the United States Government, and their respective affiliates, officers, agents, and employees from any liability of any nature or kind, including costs and expenses, for or on account of any and all claims or actions for damage or liability of any nature sustained by any person or persons or property arising out of or related in any manner to this Agreement.
- IX. STATEMENT OF ASSURANCES—As part of the grant application process, the Recipient executed a Statement of Assurances that contains a listing of selected federal laws, executive orders, and regulations that may apply by their terms to this Agreement.
- X. SUSPENSION AND DEBARMENT (2 CFR 180)—The Recipient certifies, in accordance with 2 CFR 180.335, that neither it nor any of its principals is suspended or debarred from doing business with the United States Government because of conditions covered under 2 CFR 180. The Recipient shall comply with the provisions of 2 C.F.R. Part 1326.
- XI. DRUG-FREE WORKPLACE (2 CFR 182)- The Recipient shall comply with the drug-free workplace regulations.
- XII. WHISTLEBLOWER PROTECTIONS – An employee or contractor (including subcontractors and personal services contractors) of the Recipient or any other a non-federal entity may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of an SCRC award, subaward, or a contact under an SCRC award, or subaward, a gross waste of SCRC funds, an abuse of authority relating to an SCRC award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to an SCRC award, subaward, or contract under an SCRC award or subaward. Non-Federal entities and contractors under SCRC awards and subawards shall inform their employees in writing of these protections in the predominant native language of the workforce.
- XIII. NON-DISCRIMINATION REQUIREMENTS – No person in the United States may, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded

from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. The Recipient agrees to comply with the non-discrimination requirements set forth below:

a. Statutory Provisions

- 1.) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;
- 2.) Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 *et seq.*) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- 3.) The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 *et seq.*) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
- 4.) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance. For purposes of complying with the accessibility standards set forth in 15 C.F.R. § 8b.18(c), non-federal entities shall comply with the regulations, published by the U.S. Department of Justice, implementing Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285) and Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286);
- 5.) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance; and
- 6.) Any other applicable non-discrimination laws.

b. Other Provisions

- 1.) Parts II and III of E.O. 11246 (Equal Employment Opportunity, 30 FR 12319),<sup>4</sup> which requires Federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of E.O. 11246 and Department of Labor regulations implementing E.O. 11246 (41 C.F.R. § 60-1.4(b)).
- 2.) E.O. 13166 (65 FR 50121, Improving Access to Services for Persons with Limited English Proficiency), requiring Federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them. The DOC issued policy guidance on March 24, 2003 (68 FR 14180) to

articulate the Title VI prohibition against national origin discrimination affecting LEP persons and to help ensure that non-Federal entities provide meaningful access to their LEP applicants and beneficiaries.

- c. Title VII Exemption for Religious Organizations – Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it is an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination based on religion, "a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities."

IX. HATCH ACT (5 CFR 900)— Recipient agrees to comply with the Hatch Act in connection with this Agreement.

XX. STEVENS AMENDMENT (P.L. 101-166, Section 511). When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, the Recipient shall clearly state (a) the percentage of the total costs of the Project that will be financed with federal funds, (b) the dollar amount of federal funds for the Project, and (c) the percentage and dollar amount of the total costs of the Project that will be financed by nongovernmental sources.

XXI. USE OF SCRC AGREEMENT NUMBER - The assigned SCRC Grant Agreement Number for this Agreement is stated above. **This Agreement Number must appear on all correspondence and financial claims and other official communication.**

XXII. CONFLICT OF INTEREST

1.) Conflict of Interest and Code of Conduct

- i. SCRC Conflict of Interest Policy. In accordance with 2 C.F.R. § 200.112, the Recipient shall disclose in writing any potential conflict of interest to the SCRC Director of Grants and Programs. In addition, the Recipient shall establish and maintain written standards of conduct that include 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 in the administration of the award made pursuant to this Agreement. It is SCRC's policy to maintain the highest standards of conduct and to prevent real or apparent conflicts of interest in connection with SCRC financial assistance awards.
- ii. A conflict of interest generally exists when an interested party participates in a matter that has a direct and predictable effect on the

interested party’s personal or financial interests. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward. A conflict also may exist where there is an appearance that an interested party’s objectivity in performing his or her responsibilities in connection with the Scope of Work is impaired. For example, an appearance of impairment of objectivity may result from an organizational conflict where, because of other activities or relationships with other persons or entities, an interested party is unable to render impartial assistance, services or advice to the recipient, a participant in the project or to the United States Government. Additionally, a conflict of interest may result from non-financial gain to an interested party, such as benefit to reputation or prestige in a professional field. For purposes of the SCRC Conflict of Interest Policy, an interested party includes, but is not necessarily limited to, any officer, employee or member of the board of directors or other governing body of the Recipient, including any other parties that advise, approve, recommend, or otherwise participate in the business decisions of the Recipient, such as agents, advisors, consultants, attorneys, accountants or shareholders. This also includes immediate family members and other persons directly connected to the interested party by law or through a family or business arrangement.

- iii. Procurement-related conflict of interest. In accordance with 2 C.F.R. § 200.318, the Recipient shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts.

XXIII. DISCLOSURES—In accordance with 2 CFR 200.113, the Recipient shall immediately disclose to SCRC any violations of federal criminal statutes (18 USC) involving fraud, bribery or gratuity violations.

XXIV. REPORTING

- a. QUARTERLY PERFORMANCE REPORTING—The Recipient shall provide progress quarterly in the first year of the Period of Performance. Additional information may be requested on a more frequent basis if needed. Year two reporting timelines will be communicated to the Recipient prior to the beginning of the second year. Reports shall be submitted in accordance with the following schedule, using the Performance Progress Report (SF-PPR) form, which is expected to be coupled with the financial reporting on the SF-270 as well.

<u>Quarter</u>	<u>Reporting Period</u>	<u>Report Due</u>
Initial Award	<u>Project Start Date to Sept 30</u>	<u>Oct 31</u>

<u>Q1</u>	<u>Oct 1 – Dec 31</u>	<u>Jan 30</u>
<u>Q2</u>	<u>Jan 1 – March 31</u>	<u>April 30</u>
<u>Q3</u>	<u>April 1 – June 30</u>	<u>July 31</u>
<u>Q4</u>	<u>July 1 – Sept 30</u>	<u>Oct. 31</u>
<u>Final Reporting</u>	<u>Project Start – Project End</u>	<u>Dec 31</u>

**Reports are due from the start date of the Period of Performance through the closeout of the project. Progress reports are **required** even if no activity has taken place during the reporting period. A final performance report covering the entire Project shall be submitted no later than 90 days after the end of the Period of Performance. No payment requests will be processed until all progress reports are current.**

Reports shall be sent to grants@scrc.gov with this Agreement number in the subject line of the email.

- b. ANNUAL and FINAL FINANCIAL REPORTS— In accordance with 2 CFR 200.328, a completed Federal Financial Report (Standard Form 425) is required to be submitted to SCRC yearly, within thirty (45) days after the end of the Federal fiscal year (i.e., by November 15), and a final Standard Form 425 is required to be submitted to SCRC within ninety (90) days after the Period of Performance ends. **No payment requests will be processed unless all financial and progress reports are up to date.**

Reports shall be sent to grants@scrc.gov with this Agreement number in the subject line of the email.

- c. PERFORMANCE MEASURES—The Recipient shall report on program performance measures and outcomes quarterly as part of its performance progress reports, and three (3) years after the final progress report using the Government Performance and Results Act (GPRA) information collection document. The measures and outcomes that apply to this Agreement are:

**As provided under the Scope of Work and Grant Proposal.**

- d. CLOSEOUT REPORTING/RETAINAGE —Five percent (5%) of the SCRC award may be retained by SCRC until all of the Scope of Work is completed and all Project close out documents are received by SCRC (“Project Close Out”).
- e. OTHER REPORTING—The Recipient shall submit the following additional reports at the Project Close Out:
  - i. 5-10 photos describing the Project results;

- ii. An inventory of any equipment purchased as part of the Project. Equipment is defined as an item of tangible personal property having a useful life of more than one year and a unit cost of more than \$5,000. A depreciation schedule may be used for the determination of the current fair market value of the equipment; and
- iii. Standard Form 429A concerning any real property purchased as well as any recorded deed restrictions associated with the property. Any leases of real estate developed as part of the Project shall also be submitted.

XXV. PROPERTY TITLE, USE AND DISPOSITION—Title to real property, equipment, and supplies acquired by the Recipient using funds provided under this Agreement shall vest with the Recipient. Such assets shall be used for their original purposes if they are needed. The following policies apply to the different classes of property set forth below:

- a. REAL PROPERTY—Real property shall be used for the original purpose for which it was acquired as long as it is needed. If no longer needed for its original purpose, the Recipient shall request disposition instructions from SCRC and SCRC shall receive, at the time of disposition, a share of the proceeds that is equal to the percentage of SCRC's contribution to the costs of acquisition. Options for disposition shall be as set forth in 2 CFR 200.311(c), including retention, sale, or transfer to a third party. In each case, a settlement of residual financial interests shall be made. The Recipient shall submit reports annually in accordance with CFR 200.330 on the status of real property in which SCRC retains an interest, unless the SCRC interest in the real property extends fifteen (15) years or more. In those instances where the SCRC's interest is for a period of fifteen (15) years or more, SCRC will require Recipient to report annually for the first three (3) years of a Federal award and thereafter require reporting every five (5) years.

**If the Recipient is not a state or local government, SCRC's interest in the proceeds from the real property must be recorded as a deed restriction (Notice of Federal Interest) and a copy of the filed restriction must be provided to SCRC prior to the first request for a reimbursement of the SCRC award.**

**Grantee must also prepare a Standard Form 429A with respect to each piece of real property acquired and submit a copy to SCRC in accordance with the reporting requirements of this agreement.**

- b. EQUIPMENT—Equipment, as defined in 2 CFR 200.1, is an item of tangible property having a useful life of more than one (1) year and a unit acquisition cost of \$5,000 or more. Equipment acquired using funds provided under this Agreement shall be used for the original purpose for which it was acquired as

long as it is needed, and may be used for other activities of the Recipient provided that the activities contemplated under this Agreement receive first priority.

Notwithstanding the preceding paragraph, such equipment shall not be used in a manner that competes unfairly with private commercial firms. An inventory of equipment purchased under this Agreement shall be submitted to SCRC at Project Close Out and disposition of such equipment shall be subject to the requirements of 2 CFR 200.313. Consistent with that provision, items of equipment with a unit fair market value of \$5,000 or less may be retained without compensation to SCRC.

Other items of equipment shall be subject to disposition instructions as set forth in 2 CFR 200.313(e) and options for disposition shall include retention, sale, or transfer to a third party, as determined by SCRC. In each case, a financial settlement of residual financial interests shall be made as directed by SCRC.

**The Recipient shall also prepare and execute a SF428 Tangible Personal Property report on equipment being purchased with funds provided under this Agreement and submit a copy to SCRC in accordance with the reporting requirements of this Agreement.**

- c. SUPPLIES—Supplies acquired with funds provided under this Agreement shall be used only for purposes allowed under this Agreement. If a residual inventory of unused supplies remains at Project Close Out that has a fair market value of more than \$5,000 in the aggregate and the supplies are not needed for any other federally financed program, the Recipient shall repay SCRC for its share of the fair market value consistent with 2 CFR 200.314.

XXVI. EMPLOYMENT—The Recipient shall use its regular recruitment, hiring, and employment practices to the extent that such practices are consistent with Federal, state, and local law, including but not limited to various non-discrimination policies that apply because of the status as a Federal assistance grantee or as an employer. However, the Recipient agrees that it will not employ, offer any office or employment to, or retain for professional services any person who (a) on the date that SCRC executed this Agreement or within a one (1) year period ending on that date served as an officer, attorney, agent, or employee of SCRC and (b) occupied a position or engaged in activities that the Federal Co-Chair determines involved discretion with respect to this Agreement by SCRC.

XXVII. NON-RELOCATION—By signing this Agreement, the Recipient attests that the SCRC funding is not intended to assist efforts by the Recipient to induce the relocation or movement of existing jobs from one geographic region to another in competition for those jobs, except that financial assistance may be used as otherwise authorized by statute to attract businesses to the region from outside the United States per 40 USC, Subtitle V §15501(f.) If SCRC determines that its

assistance was used for such purposes, SCRC reserves the right to pursue appropriate enforcement action, including suspension of payment and possible disallowance and recovery of funds from the Recipient.

**XXVIII. PAYMENTS OF DEBTS OWNED TO THE FEDERAL GOVERNMENT**

The Recipient must promptly pay any debts determined to be owed to the Federal Government. Any funds paid to the Recipient in excess of the amount to which the Recipient is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal government. In accordance with 2 C.F.R. § 200.345, if not paid within ninety (90) calendar days after demand, SCRC may reduce a debt owed to the Federal Government by:

1. Making an administrative offset against other requests for reimbursement;
2. Withholding advance payments otherwise due to the Recipient; or
3. Taking any other action permitted by Federal law.

The foregoing does not waive any claim on a debt that SCRC may have against another entity, and all rights and remedies to pursue other parties are hereby reserved.

**XXIX. EFFECT OF JUDGEMENT LIEN ON ELIGIBILITY FOR FEDERAL GRANTS, LOANS, OR PROGRAMS** -- Pursuant to 28 U.S.C. § 3201(e), unless waived by the SCRC, a debtor who has a judgment lien against the debtor's property for a debt to the United States is not eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the Federal Government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied. The Recipient warrants that neither the Recipient nor any permitted subrecipient or contractor to be involved in the Project is subject to the limitations referred to in the preceding sentence and shall notify SCRC immediately if this changes.

**XXX. RECORDS RETENTION AND ACCESS**—The Recipient shall retain all financial and programmatic records that are pertinent to this Agreement. The records shall be retained for at least three (3) years following submission of the final financial and performance reports for this Agreement. If any audit, investigation, claim, or litigation is threatened or commenced before the expiration of such retention period, the Recipient shall retain the records until such matters are fully resolved. If the Recipient is subject to any other more rigorous retention period for such records, such records shall be retained to meet such requirement. During the period of retention, the records shall be accessible to the Comptroller General of the United States, SCRC, an inspector general, independent auditor performing audits under the Single Audit Act and any of their duly authorized representatives for the purpose of audit, examination, and copying. Such rights of access do not expire with the designated retention period but shall last as long as the records are retained. Records in the hands of the Recipient are not subject to disclosure to the general public under the federal Freedom of Information Act. However, any records transmitted to SCRC are subject to



SCRC's policies regarding public access to information. Methods for collection, transmission, and storage of the records shall be consistent with instructions contained in 2 CFR 200.336.

XXXI. AUDIT REQUIREMENTS—The funds made available under this Agreement are considered to be a Federal award within the meaning of 2 CFR 200.502. Accordingly, the expenditures that the Recipient makes from funds provided under this Agreement count toward meeting the threshold amount of expenditures necessary to trigger an audit pursuant to the Single Audit Act and 2 CFR 200, Subpart F. Thus, if the Recipient expends more than \$750,000 in covered Federal awards during its fiscal year, it shall arrange for an independent audit conducted by a qualified auditor or firm. The resulting audit report along with a completed SF-SAC and additional documents identified in 2 CFR 200.511 must be submitted to the Federal Audit Clearinghouse not later than nine (9) months after the end of the Recipient's fiscal year.

XXXII. CONTINUING ACCOUNTABILITY—The Recipient shall assume continuing accountability for all matters pertaining to this Agreement that extend beyond the performance period. Such matters include custody and maintenance of property that has been retained, records retention and access for records, and the discretionary right of the Federal government to conduct audits and investigations on an as needed basis.

XXXIII. AMENDMENT – No amendment or modification of this Agreement any termination thereof, or any waiver or settlement relating to any obligations hereunder, shall be effective as against SCRC without the written approval of the Federal Co-Chair of SCRC.

XXXIV. APPLICABLE LAW – This Agreement is governed by and shall be interpreted consistent with federal common law and, to the extent federal common law does not apply or provide guidance, by the law of the State of South Carolina. This Agreement shall be interpreted consistently with all Applicable Laws.

XXXV. DISPUTES/VENUE – Any dispute arising under this Agreement shall initially be addressed through good faith negotiation between the parties. To the extent the Recipient has any concerns that are not resolved in this manner, the Recipient may submit a letter addressed to SCRC requesting further consideration of the Recipient's position. Any such letter shall be sent via certified mail and shall include a complete explanation of the Recipient's position and any requested relief. SCRC will consider the Recipient's position in good faith and may respond as deemed appropriate by SCRC. If required by SCRC, the Recipient agrees to participate in mediation, arbitration, or other alternative dispute mechanisms specified by SCRC. Nothing in this provision is intended to obligate SCRC to limit its remedies to those available through negotiation or alternative dispute resolution. SCRC reserves its right to exercise any available remedies to address non-compliance by the Recipient with this Agreement or other wrongful conduct of the Recipient.

XXXVI. SEVERABILITY—If any portion of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

XXXVII. TERMINATION—This Agreement may be terminated under terms set forth in 2 CFR 200.340.

XXXVIII. ORDER OF PRECEDENCE—This Agreement is subject to multiple sources of federal policy. Any conflict between or among these sources shall be resolved using the following order of precedence:

- a. Applicable federal statutes;
- b. Applicable federal regulations;
- c. Applicable federal executive orders;
- d. SCRC Bylaws;
- e. This Agreement;
- f. The Notice of Funding Availability;
- g. The most recent SCRC Grants Manual;
- h. The Recipient Proposal; and
- i. Federal, state and local laws applicable to Recipient.

This Agreement contains references to specific statutory, regulatory, and executive order provisions that the Recipient is required to follow (“Listed Legal Requirements”). However, these Listed Legal Requirements are listed by way of example only and all other applicable statutes, regulations, and executive orders shall apply to this Agreement and to Recipient’s obligations hereunder whether or not specifically listed herein. To the extent any Listed Legal Requirements are not required to apply by their terms, the Recipient nevertheless agrees to comply with them in connection with this Agreement. By signing this Agreement, the Recipient acknowledges that it has access to, or has received either paper or electronic copies of or links to and is familiar with all applicable federal, state and local statutes, regulations, and executive orders, including the Listed Legal Requirements.

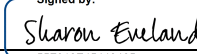
**Grant Agreement  
Between  
Southeast Crescent Regional Commission**

**And**

**City of Sandersville**

**On this 4<sup>th</sup> day of September 2024**

**SCRC Grant Agreement Number: SEID23GA011**

Sharon Eveland	City Manager	9/12/2024   5:09 AM PDT
Recipient's Authorized Representative Name and Title (print)		Date
<small>Signed by:</small>  <small>56F018E45448465...</small>		
Recipient's Authorized Representative (signature) ( <i>By signing this document, you affirm that you have read this document and are prepared, and shall maintain the capacity, to carry out all the obligations that come with these Investment funds</i> ).		

Dr. Jennifer Clyburn Reed: DocuSigned by:  Date: 9/12/2024 | 5:50 AM PD  
C614E046FD15478...  
 Federal Co-Chair | Southeast Crescent Regional Commission

Christopher McKinney: Signed by:  Date: 9/12/2024 | 5:26 AM PD  
D7DB0CB0F0AB42A...  
 Executive Director | Southeast Crescent Regional Commission