



SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION

Hurricane Helene (FEMA-4829-DR-SC) Project 4829-0012: Cherokee County Hazard Mitigation Plan Recipient-Subrecipient Hazard Mitigation Grant Program Federal Award Agreement

THIS AGREEMENT is entered into by the State of South Carolina, Office of the Adjutant General, South Carolina Emergency Management Division (hereinafter referred to as the “Recipient”) and the Cherokee County (hereinafter referred to as the “Subrecipient”). This Agreement covers the project described in Exhibit A.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS AND CONDITIONS:

WHEREAS, on September 29, 2024, the President granted a federal disaster declaration designated FEMA-4829-DR-SC for the State of South Carolina as a result of Hurricane Helene;

WHEREAS, the Federal Emergency Management Agency (hereinafter referred to as “FEMA”) as a result of the disaster declaration made funding available under the Hazard Mitigation Grant Program (hereinafter referred to as “HMGP”); and

WHEREAS, the federal share is 75% of eligible expenditures, and the Subrecipient shall provide from Subrecipient’s funds the other 25% of eligible expenditures of the total eligible costs; and

The estimated cost of this project is \$73,500.00 to be cost shared \$55,125.00 federal and \$18,375.00 local with \$3,675.00 obligated for subrecipient management cost.

NOW THEREFORE, the Recipient and the Subrecipient agree to the following:

1) DEFINITIONS

Unless otherwise indicated, the following terms shall be defined as stated herein.

- a) “Activity” is defined as stated in 44 CFR 206.431.
- b) “Allowable costs” are defined as stated in 44 CFR 206.439.
- c) "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in Sections 404 and 420 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, 42 U.S.C § 5121-5207 (Stafford Act) as amended by

the Disaster Recovery Reform Act of 2018 (P.L. 115-254, sections 1201-1246), in accordance with 44 CFR § 206.434 and applicable policies of FEMA.

- d) "FEMA-State Agreement" is the agreement dated September 30, 2024, between FEMA and the State of South Carolina, for a presidential emergency declaration designated FEMA-4829-DR-SC.
- e) "Management Costs" are indirect costs, direct administrative costs, and other administrative expenses associated with a specific project under a major disaster, emergency or disaster preparedness, or mitigation activity or measure.

2) APPLICABLE STATUTES, RULES, AND AGREEMENTS

- a) The parties agree to all the conditions, obligations, and duties imposed by the FEMA-State Agreement and all applicable State and federal legal requirements including, without any limitation on the generality of the foregoing, the requirements set forth in the Code of Federal Regulations and the policies of FEMA. This grant program is administered under the FEMA Hazard Mitigation Assistance Unified Guidance dated July 30, 2024. Any reference to the HMGP Application refers to the application submitted by the Subrecipient to the Recipient dated December 9, 2025, and all associated documents, correspondence, and fulfilled requests for information (RFIs). The Subrecipient further agrees to comply with the Statement of Assurances attached hereto as Exhibit B.
- b) The Subrecipient will use relevant consensus-based codes, specifications, and standards that incorporate hazard-resistant design and practices in carrying out project work under this grant.

3) FUNDING AND INSURANCE

- a) The Recipient shall provide funds to the Subrecipient for eligible mitigation activities for the projects approved by the Recipient and FEMA. Allowable costs shall be determined in accordance with 44 CFR 206.439, 2 CFR Part 200, and pertinent FEMA guidance documents.
- b) The Recipient or FEMA may obligate or deobligate funding, thereby amending the total funding for the project.
- c) As a condition to funding under this Agreement, the Subrecipient agrees that the Recipient may withhold funds otherwise payable to Subrecipient 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.
- d) As a further condition to funding under this Agreement, the Subrecipient shall maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated usable life of the project or the insured facility.

4) DUPLICATION OF BENEFITS PROHIBITION

- 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 insurance coverage for mitigation measures identified in the HMGP Application and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are “ineligible costs” that the Subrecipient shall reimburse to the Recipient without delay. The Subrecipient also shall reimburse the Recipient if the Subrecipient receives duplicate benefits from any other source for the work identified on the applicable HMGP Application for which Subrecipient has received payment from Recipient.
- c) In the event that Recipient should determine that Subrecipient has received duplicate benefits, by its execution of this Agreement, the 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) ENVIRONMENTAL PLANNING AND PERMITTING LAWS

- a) Subrecipient shall be responsible for the implementation and completion of the approved projects described in the HMGP application in a manner acceptable to Recipient and in accordance with applicable legal requirements.
- b) If applicable, the contract documents for any project undertaken by Subrecipient, and any land use permitted by or engaged in by Subrecipient, shall be consistent with the local government comprehensive plan.
- c) Subrecipient shall ensure that any development or development order complies with applicable planning, permitting, and building requirements.
- d) Subrecipient shall engage such competent, properly licensed engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

6) REQUIRED DOCUMENTATION REVIEWS AND INSPECTIONS

- a) Subrecipient shall create and maintain documentation of work performed and costs incurred sufficient to permit a formal audit comporting with ordinary, customary, and prudent public accounting requirements. 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 any and all accrued interest.
- b) Documentation must include supporting documentation (invoices, canceled checks, daily activity reports, payroll records, time sheets, executed contracts, receipts, purchase orders, billing statements, etc.).

- c) Recipient will inspect all projects to ensure that work has been performed within the scope of work specified in the HMGP Application. Costs of work not performed within the approved scope of work shall not be eligible for funding.

7) COST SHARING

- a) HMGP funds for eligible costs shown in the HMGP Application and described in this Agreement shall be shared on a 75% Federal, 25% non-Federal cost share basis, unless otherwise specified in the Notice of Award. The non-federal share shall be paid by Subrecipient.

8) REIMBURSEMENT OF SUBGRANTEE COSTS

- a) Once the Award Agreement has been fully executed and funds are obligated and available for disbursement, Recipient shall disburse HMGP funds to Subrecipient in accordance with the following procedures:
 - i) Project funds are disbursed in response to receipt of a properly completed Request for Reimbursement (RFR) submitted through the SCRecoveryGrants web site (www.screcoverygrants.org).
 - ii) A Request for Reimbursement (RFR) must be submitted via SCRecoveryGrants website at least quarterly for work that was completed and paid for in that quarter.
 - iii) The Subrecipient must submit documentation to demonstrate that costs were allowable and reasonable and incurred during the authorized project period.
 - (1) Acceptable documentation includes but is not limited to procurement and contract documents, change orders, copies of original paid invoices, canceled checks (front and back), purchase orders, bank statements (or other proof of expenditure and disbursement of payment), time and attendance records, and reports from the applicant's payroll and accounting systems, or other approved instruments.
 - (2) Supporting documentation must comply with the requirements in 2 CFR Part 200.
 - (3) Expenses must be for work included in the scope of work section of the Project Worksheet for which reimbursement is requested. Excel spreadsheets summarizing expenditures are not generally acceptable as a supporting document although they may provide a helpful overview of expenses.
 - iv) For construction projects, no more than 75 percent of the total Federal share will be reimbursed to the Subrecipient until the project has been completed and a site inspection conducted, except upon written request and justification by the Subrecipient to the Recipient via SCRecoveryGrants.org.
 - v) The Subrecipient shall submit a final invoice within sixty (60) days after the expiration date of this Agreement.
 - vi) An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Recipient as part of the Subrecipient's quarterly reporting as referenced in paragraph 21 of this Agreement.
 - vii) 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 as stated under paragraph (3) of this Agreement, all obligations on the part of the Recipient to make any further payment of funds shall

terminate, and the Subrecipient shall submit its closeout report within thirty (30) days of receiving notice from the Recipient.

- b) Subrecipient management costs, if requested by the Subrecipient at the time of application and approved by FEMA, will be reimbursed at project closeout.
 - i) Subrecipient management costs can be awarded by FEMA for up to five (5) percent of the project total based on the management cost budget approved with the project application.
 - (1) The five (5) percent subrecipient management cost is the maximum that can be approved and reimbursed regardless of the Subrecipient's federally approved indirect cost rate.
 - (2) The Subrecipient will use the Management Costs Tracker to track management costs.
 - ii) Based on a written request and justification from the Subrecipient, SCEMD may reimburse to the Subrecipient an incremental payment of management costs, prior to closeout, sufficient to cover the Subrecipient's needs for up to one year, based on documentation of actual costs incurred.
 - (1) Should management costs be provided prior to closeout, SCEMD will review management costs quarterly and require submission of the Management Costs Tracker and supporting documentation with each quarterly report.
 - iii) Subrecipient management costs must be justified with supporting documentation including timesheets, invoices, and cancelled checks. SCEMD will reimburse actual costs incurred up to the approved five (5) percent based on subrecipient documentation.
 - iv) Subrecipient management costs documentation will be submitted to FEMA quarterly and upon project closeout.
 - v) The Subrecipient must follow procurement and audit requirements of 2 CFR 200.

9) FINAL PAYMENT

- a) Recipient shall disburse the final payment to Subrecipient upon the performance of the following conditions:
 - i) Subrecipient shall have completed the project to the satisfaction of FEMA and the Recipient in accordance with the approved scope of work;
 - ii) Subrecipient shall have submitted documentation substantiating costs incurred in compliance with this agreement, grant requirements, and federal regulations and completion of work;
 - iii) Recipient shall have performed a final inspection;
 - iv) The project listing and certification shall have been reviewed by Recipient;
 - v) Subrecipient shall have requested final reimbursement.

10) RECORDS MAINTENANCE

- a) The 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. Records shall be maintained for three (3) years after the date FEMA completes closeout of the Recipient's (the State's) final project.

- b) Access to records must be provided at reasonable times to the Comptroller General of the United States, the Recipient, its employees and agents, and to FEMA, its employees and agents.
- c) The 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 the Recipient, its employees, and agents (including auditors retained by the Recipient), and to FEMA, its employees and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.
- d) Recipient may unilaterally terminate this Agreement for refusal by the 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.

11) RECOVERY OF FUNDS

- a) 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.

12) REPAYMENT BY SUBRECIPIENT

- a) All refunds or repayments due to the Recipient under this Agreement are to be made payable to the order of "South Carolina Emergency Management Division" and mailed to the following address: South Carolina Emergency Management Division, 2779 Fish Hatchery Road, West Columbia, SC 29172. In accordance with Title 11, Chapter 13, South Carolina Code of Laws, if a check or other draft is returned to the Recipient for collection, Subrecipient shall pay the Recipient a service fee of \$30.00.

13) AUDIT

- a) If the Subrecipient expends more \$750,000 in federal grant funds during its fiscal year, it shall provide for an annual audit for that fiscal year. The audit will be conducted in accordance with 2 CFR Part 200.501, any federal or state legal requirements, and policy, procedure, or guidance issued by the Recipient.
- b) Audit resolution instructions shall be prescribed by the Recipient.
- c) Within thirty (30) days of the receipt of the non-federal audit, the Subrecipient shall provide the Recipient the following:
 - i) Two copies of the Audit Report;
 - ii) An amended Federal Status Report in agreement with the audit, accompanied by a trial balance;
 - iii) Any unobligated fund balance due as a result of audit adjustments;
 - iv) A response to management letter findings and recommendations;

- v) A response to all questioned costs relating to this Grant and;
 - vi) Any other adjustments, explanations, or information that may be pertinent to the Grant.
- d) If the Subrecipient fails to provide the items listed in part 13a) and 13c) of this agreement, the Recipient may halt reimbursements or deobligate funds until the information is provided.
 - e) 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.
 - f) 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.

14) NONCOMPLIANCE

- a) If the Subrecipient violates this Agreement or any statute, rule, or other legal requirement applicable to the performance of this Agreement, the Recipient shall withhold disbursement(s) otherwise due Subrecipient for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, Recipient may terminate this Agreement and invoke its remedies under the Agreement or any remedies that may otherwise be available.

15) MODIFICATION

- a) The Recipient, the Subrecipient, or FEMA may request modifications to this Agreement, including work to be completed on the HMGP Application and the performance period. However, the party requesting the modifications must do so in writing. The requested modification may become effective only after approval by the Recipient, the Subrecipient, and FEMA.

16) TIME FOR PERFORMANCE

- a) FEMA will not establish activity completion timeframes for individual subawards. The period of performance for all awards under this grant will begin on June 28, 2026, and end June 27, 2030.
- b) Time extensions are a modification and, in accordance with Item 15 of this Agreement, time extension requests must be submitted in writing. If an extension request is denied by the Recipient or FEMA or not sought by the Subrecipient, Subrecipient shall be reimbursed only for eligible project costs incurred up to the latest extension for completed projects.
- c) Failure to complete any project will be adequate cause for the termination of funding for that project and reimbursement of any and all project costs to Recipient.
- d) For phased projects only:

- i) The Subrecipient shall provide all phase one deliverables no later than one year after the date of award shown on the award letter provided by FEMA. If extenuating circumstances beyond the control of the Subrecipient prevent timely completion of phase one deliverables, Subrecipient shall submit a time extension request no later than sixty (60) days prior to the expiration of the initial one-year period for completion. The time extension request must be made in writing with a detailed justification for delay, the current status of the work, a timeline for completion of remaining elements, and a projected completion date. Failure to submit a timely request for an extension may result in denial of the extension, loss of funding for the project, or the imposition of other specific conditions or remedies for noncompliance as needed to fulfill the Recipient's obligations under the Award as described in 44 C.F.R. § 206.438(a), 2 C.F.R. Part 200, and the FEMA-State Agreement.

17) CONTRACTS WITH OTHERS

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

18) MONITORING

- a) The 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 satisfactorily conducted and in compliance with applicable state and federal laws and rules.
- b) In addition to reviews of audits conducted in accordance with 2 C.F.R 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 C.F.R Part 200, and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with monitoring procedures/processes deemed appropriate by the Recipient. In the event that the Recipient determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Recipient to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General. In addition, the Recipient will monitor the performance and financial management by the Subrecipient throughout the contract term to ensure timely completion of all tasks.

19) 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 any and all funding under this Agreement upon the occurrence of any one or more of the following:
 - i) Any representation by Subrecipient in this Agreement that 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;
 - ii) 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;
 - iii) Reports required by this Agreement have not been submitted to Recipient or have been submitted with inaccurate, incomplete, or inadequate information; or
 - iv) The monies necessary to fund this Agreement are unavailable because of a failure to appropriate or other action or inaction by Congress, the Office of Management and Budget, or a 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:
 - i) Terminate this Agreement upon not less than fifteen (15) days' notice of such termination by certified letter to the Subrecipient, such notice to take effect when delivered to Subrecipient;
 - ii) Commence a legal action for the judicial enforcement of this Agreement;
 - iii) Withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this Agreement with Subrecipient; and
 - iv) Take 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, the 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, the Subrecipient shall immediately repay such funds to Recipient. A deobligation of funds or other determination by FEMA shall be addressed in accordance with the regulations of that agency.

20) LIABILITIES

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

21) REPORTS AND INSPECTIONS

- a) The Subrecipient shall provide the Recipient the required documentation as quarterly programmatic progress reports for each project. The first report is due ten (10) days after the end of the first quarter after project approval notification by the Recipient and quarterly thereafter until the project is complete and approved through final inspection. Quarterly reporting deadlines are January 1, April 1, July 1 and October 1. Quarterly programmatic progress reports should be submitted via www.screcoverygrants.org.
- b) The Recipient may require additional reports as needed. The Subrecipient, as soon as possible, shall provide any additional reports requested by the Recipient. The Recipient contact for all reports and requests for reimbursement will be the State Hazard Mitigation Officer.
- c) Interim inspections shall be scheduled by the Subrecipient prior to the final inspection and may be requested by the Recipient based on information supplied in the quarterly reports.

22) EQUIPMENT

- a) If the Subrecipient purchases equipment (as defined in 2 CFR 200.33), Subrecipient must maintain property records that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, the cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- b) Subrecipient must take a physical inventory of the property and reconcile the results with the property records at least once every two (2) years.
- c) Subrecipient must abide by the maintenance plan included in its HMGP Application.
- d) Subrecipient must comply with equipment disposition requirements as set forth in 2 CFR 200.313.

23) PROHIBITIONS 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.
 - i) 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.
 - ii) 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:
 - 1) 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;
 - 2) Enter into, extend, or renew a contract to 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;
 - 3) 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
 - 4) 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.

i) This clause does not prohibit contractors from providing:

- (a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (b) 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.

i) 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.

ii) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (1) 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.
- (2) 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 or 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.

24) ATTACHMENTS

a) 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

EXHIBIT A

Project Summary

Project Title: Cherokee County Hazard Mitigation Plan

Grant #: FEMA-4829-DR-SC Project 0012

Award Date: August 17, 2026

Awarded Project Obligation		
Approved Federal Share	\$55,125.00	75%
Approved Non-Federal Share	\$18,375.00	25%
Total Project Cost	\$73,500.00	100%
Subrecipient Management Costs	\$3,675.00	100%

Brief Project Description:

The following is the approved Scope of Work (SOW) for the above referenced project:

Cherokee County will create a planning review team, to include representatives from public and critical infrastructure partners in the community to update the county's Hazard Mitigation plan. The team will reference all current and former plans in the process to help ensure all inputs incorporate information based on the findings. The updated plan will be submitted to FEMA for approval.

EXHIBIT B

Statement of Assurances and Conditions

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

- 1) It possesses 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 the Subrecipient to act in connection with the Application and provide such additional information as may be required.
- 2) It is not subject to debarment, suspension, or other exclusion from participation in Federal assistance programs or activities, as required by 2 C.F.R. Part 180 and 2 C.F.R. P. 3000.
- 3) It will have sufficient funds available to meet the non-Federal share of the cost for the project. Sufficient funds will be available when construction or implementation is completed to assure effective operation and maintenance of the facility or system to fulfill its purpose.
- 4) It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
- 5) It 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.
- 6) It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications and that it will furnish progress reports and such other information as the Federal grantor agency may need.
- 7) It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be completed with reasonable diligence.
- 8) It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
- 9) It will provide without cost to the United States and the Recipient all lands, easements and rights-of-way necessary for accomplishments of the approved work.
- 10) It 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).
- 11) Bills for fees or other compensation for services or expenses will be submitted in detail sufficient for a proper pre-audit and post-audit.
- 12) It will establish and maintain 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.

- 13) It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended (P.L. 91-646; 42 U.S.C. §4601, *et seq.*), which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
- 14) It will comply with the Anti-Kickback Enforcement Act of 1986, as amended (P.L. 99-634) (41 U.S.C. § 8701, *et seq.*), which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.
- 15) It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 16) It will comply with all appropriate environmental and historical preservation laws. Any conditions set forth from FEMA or the Recipient relating to environmental and historical preservation shall be compulsory.
- 17) It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (54 U.S.C. §300101, *et seq.*), Executive Order 11593, and the Archeological and Historic Preservation Act of 1974, as amended (54 U.S.C. §312501, *et seq.*) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- 18) It will comply with environmental standards or requirements that may be prescribed pursuant to the following:
 - a. institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) (42 U.S.C. § 4321, *et seq.*) and Executive Order (EO) 11514;
 - b. notification of violating facilities pursuant to EO 11738;
 - c. protection of wetlands pursuant to EO 11990;
 - d. evaluation of flood hazards in floodplains in accordance with EO 11988;
 - e. environmental justice pursuant to EO 12898;
 - f. 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.*);
 - g. 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.*);
 - h. protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - i. protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205) (16 U.S.C. §1531, *et seq.*)
 - j. protection of components of the national wild and scenic rivers system in the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271, *et seq.*).
- 19) It 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.

- 20) It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-19.6). Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
- 21) It will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 42 U.S.C. § 4001-4107) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 22) It 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.
- 23) With respect to demolition activities, it will:
 - a. Create and make available documentation sufficient to demonstrate that the Subrecipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - b. Return the property to its natural state as though no improvements had ever been contained thereon.
 - c. Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Subrecipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the South Carolina Department of Health and Environmental Control and the county health department.
 - d. Provide documentation of the inspection results for each structure to indicate: safety hazards present; health hazards present; and/or hazardous materials present.
 - e. Provide supervision over contractors or employees employed by Subrecipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - f. Leave the demolished site clean, level and free of debris.
 - g. Notify Recipient promptly of any unusual existing condition which hampers the contractors work.
 - h. Obtain all required permits.
 - i. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site, and provide documentation of such closures.
 - j. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)(42 U.S.C. § 6201, *et seq.*).
 - k. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act of 1955, as amended (42 U.S.C. § 7412 and § 7606); Section 508 of the Clean Water Act of 1977, as amended (P.L. 95-217) (33 U.S.C. 1251, *et seq.*); Executive Order 11738; and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.
 - l. Provide documentation of public notices for demolition activities.

- 24) If the award will be used for construction, 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.
- 25) It will ensure that any procurement funds involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.317 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).
- 26) It will comply with all Federal statutes related to nondiscrimination including but 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 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;
 - c. 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;
 - d. Americans with Disabilities Act (ADA) (Public Law 101-336, 42 U.S.C. §12101, *et seq.*, as amended.
 - e. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
 - f. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
 - g. The Drug Abuse Prevention, Treatment, and Rehabilitation Act (21 U.S.C. § 1101, *et seq.*), relating to nondiscrimination on the basis of drug abuse;
 - h. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), 42 U.S.C. §§ 4541-4594, *et seq.*, as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - i. §§523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. § 290 dd-2), relating to confidentiality of alcohol and drug abuse patient records;
 - j. Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. § 10228, *et seq.*, or Victims of Crime Act (as appropriate);

- k. Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
 - l. 44 CFR part 7, Nondiscrimination in Federally-Assisted Programs (see also 44 CFR §206.11 Nondiscrimination in Disaster Assistance);
 - m. Any other nondiscrimination provisions applicable to the HMGP program and the requirements of any other nondiscrimination statutes which may apply to this award.
- 27) 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. It will comply with the Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage and that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work week.
- 28) It will comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.
- 29) It will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients and subrecipients from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect, (2) procuring a commercial sex act during the period of time that the award is in effect, or (3) using forced labor in the performance of the award or subawards under the award.
- 30) In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
- 31) 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.”

- 32) That responsibility for compliance with this Agreement rests with Subrecipient and that noncompliance with this Agreement shall be cause for the rescission, suspension, or termination of funding under this Agreement and may affect eligibility for funding under future agreements.
- 33) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
- 34) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any subsequent submission or response to Recipient request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Recipient and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Recipient from all its obligations to the Subrecipient.
- 35) 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.
- 36) No funds or other resources received from the Recipient disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the South Carolina Legislature or any State agency.
- 37) 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:
 - 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.
 - d. Standard Form—LLL is attached? (*circle one*) YES NO
- 38) It will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7321-7326) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- 39) Subrecipient and its contractors will comply with the Drug-Free Workplace Act of 1988, as amended (41 U.S.C. § 8101, *et seq.*) and implemented at 28 CFR Part 67, Subpart F. As required by the Drug-Free Workplace Act, 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
 - The dangers of drug abuse in the workplace;
 - The grantee's policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 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
 - Abide by the term of the statement; and
 - 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
 - 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
 - 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:

- 40) The Subrecipient will comply with FEMA Interim Policy #405-143-1: Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment.
- 41) It 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."
- 42) It will comply with 2 C.F.R. § 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 C.F.R. § 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.
- 43) It 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.
- 44) It will comply with applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program and award.
- 45) It will comply with applicable requirements of state law, regulations, and policies governing this award.
- 46) Where the Subrecipient is unable to certify to any of the statements in this certification, the

Subrecipient shall attach an explanation to this Agreement.

- 47) These assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Subrecipient by FEMA, that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States and the Recipient shall have the right to seek judicial enforcement of this assurance. These assurances are binding on the Subrecipient, its successors, transferees, and assignees, and the person or persons whose signatures appear on this agreement as authorized to sign this assurance on behalf of the Subrecipient.
- 48) Recipient recommends that subrecipient include FEMA's recommended clauses in its contracts. Those clauses are found in FEMA's most recent Contract Provisions Template and include language requiring contractors to allow the Recipient, Subrecipient, and DHS/FEMA access to its relevant records; language that describes how contract changes can be made; provisions prohibiting contractors' use of DHS seals, logos, and flags; an acknowledgement that contractors will comply with all applicable federal laws, regulations, executive orders, and FEMA policies, procedures and directives; a clause stating that the federal government is not a party to the contract; and a statement that contractors understand that 31 U.S.C. Chap. 38 applies to the contractor's actions pertaining to the contract.
- 49) 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. See 2 CFR Part 200, Appendix II(B).
- 50) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council as authorized by 41 USC § 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. See 2 CFR Part 200, Appendix II(A.)
- 51) 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.
- 52) Non-Federal entities and contractors are subject to 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 (Nonprocurement Debarment and Suspension). Contractors must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Each contract must include an acknowledgement that the contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Exhibit C – DHS Standard Terms and Conditions

Recipient hereby assures and certifies compliance with applicable Federal and State statutes, regulations, policies, guidelines, and requirements including but not limited to the below terms and conditions.

- A. Recipient and subrecipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed.
- B. Recipient and all subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.
 - I. Subrecipients must cooperate with any DHS compliance reviews or compliance investigations.
 - II. Subrecipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.
 - III. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
 - IV. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. 200.455(c), the full text of which is incorporated by reference.
- C. Standard Terms and Conditions
 - I. Laws and Regulations
 - a. Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
 - b. American Security Drone Act of 2023

Subrecipients must comply with the American Security Drone Act of 2023, of the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31 (41 U.S.C. § 3901 note prec.), which prohibits the procurement and operation of covered unmanned aircraft systems manufactured or assembled by covered foreign entities.
 - c. Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at Title 42, U.S. §§ 12101-12213), which prohibits sub-recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

d. Civil Rights Act of 1964 – Title VI

Subrecipients must comply with the Civil Rights Act of 1964, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations are in 6 C.F.R. Part 21. The Federal Emergency Management Agency's (FEMA) implementing regulations are in 44 C.F.R. Part 7.

e. Civil Rights Act of 1968 – Title VIII

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units — i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. See 24 C.F.R. Part 100, Subpart D.

f. Communication and Cooperation with the Department of Homeland Security and Immigration Officials

(1) The Department of Homeland Security will analyze whether the conditions in this section will be applied to any grant program in a way that is consistent with the specific statutes that apply to each grant program because the purpose of each grant program has a nexus to immigration activities, law enforcement, or national security, including preventing and responding to acts of terrorism and extremism, and DHS may tailor the conditions in this section to a specific grant program. DHS will clarify in the grant documents whether and how the terms in this section apply to each grant.

(2) Where applicable, recipients and subrecipients of funds under an award must agree that they will comply with the following requirements related to coordination and cooperation with DHS and immigration officials:

- a. Subrecipients must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. §§ 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such

information; or 3) exchanging such information with any other Federal, State, or local government entity;

- b. Subrecipients must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes;
 - c. That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance;
 - d. That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and
 - e. That they will not leak or otherwise publicize the existence of an immigration enforcement operation.
- (3) The subrecipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award.
- (4) The subrecipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of Homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.
- g. CHIPS and Science Act of 2022
- i. Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators (PI) or coinvestigators (Co-PI) to be completed by an authorized organizational representative (AOR) at the recipient institution.
 - ii. Notification. An AOR must disclose the following information to agencies within 10 days of the date that the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include:
 - 1. Award number,
 - 2. Name of PI or Co-PI being reported,
 - 3. Awardee name,
 - 4. Awardee address,
 - 5. AOR name, title, phone, and email address,

6. Indication of the report type:
 - a. Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made.
 - b. Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment.
 - c. The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act.

iii. Definitions.

1. An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements.
2. “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law.
3. A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations.
4. “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.
5. “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

h. Copyright

- i. Subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

i. Debarment and Suspension

- i. Subrecipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2

C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

j. Drug Free Workplace Act of 1988

- i. Subrecipients must comply with the Drug-Free Workplace Act of 1988 and drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the government-wide implementation of the Drug-Free Workplace Act of 1988.

k. Duplicative Costs

- i. Subrecipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.

l. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

- i. Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. FEMA's implementing regulations are in 44 C.F.R. Part 19.

m. Energy Policy and Conservation Act of 1975

- i. Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act of 1975.

n. Equal Treatment of Faith-Based Organizations

- i. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs. It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries.

- o. False Claims Act and Program Fraud Civil Remedies
 - i. Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibits the submission of false or fraudulent claims for payment to the Federal Government and details the administrative remedies for false claims and statements made.

- p. Federal Anti-Discrimination Laws Material to the Government’s Payment Decisions Under the False Claims Act
 - i. Subrecipients must agree that their compliance in all respects with all applicable Federal antidiscrimination laws is material to the government’s payment decisions for purposes of 31 U.S.C. § 3729(b)(4) (Definition of “material”).
 - 1. Definitions. As used in this term –
 - a. DEI means “diversity, equity, and inclusion.”
 - b. DEIA means “diversity, equity, inclusion, and accessibility.”
 - c. Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190.
 - d. Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin.
 - e. Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.
 - 2. Grant award certification.
 - a. By accepting the grant award, recipients are certifying that:
 - i. They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal antidiscrimination laws; and
 - ii. They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration.
 - 3. DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or the Secretary’s designee determines that the recipient has violated any provision of subsection (2).
 - 4. Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

- q. Federal Debt Status
 - i. All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments.

- r. Fly America Act
 - i. Subrecipients must comply with Preference for U.S. Flag Air Carriers (Certificated Air Carriers List | US Department of Transportation) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- s. Hotel and Motel Fire Safety Act of 1990
 - i. Subrecipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990.
- t. John S. McCain National Defense Authorization Act of Fiscal Year 2019
 - i. Subrecipients and their contractors and subcontractors are prohibited from obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200.
- u. Lobbying Prohibitions
 - i. None of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Subrecipients must file a lobbying certification form found on Grants.gov Lobbying Form as described in Appendix A to 6 C.F.R. Part 9, and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 found on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).
- v. National Environmental Policy Act
 - i. Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA).
- w. National Security Presidential Memorandum-33 (NSPM-33) and Provisions of the Science and CHIPS Act of 2022
 - i. Subrecipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to:
 - 1. cybersecurity;
 - 2. foreign travel security;
 - 3. research security training; and
 - 4. export control training, as appropriate.

- ii. Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of \$50 million per year.”
- x. Patents and Intellectual Property Rights
 - i. Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
- y. Procurement of Recovered Materials
 - i. States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- z. Rehabilitation Act of 1973
 - i. Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- aa. Reporting Recipient Integrity and Performance Matters
 - i. If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference. 2 C.F.R. Part 200, Appendix XII
- bb. Reporting Subawards and Executive Compensation
 - i. For federal awards that total or exceed \$30,000, recipients are required to comply with the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference. 2 C.F.R. Part 170, Appendix A
- cc. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
 - i. Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 2. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
 3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.
- ii. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.
- iii. Waivers. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.
1. When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that
 - a. applying the domestic content procurement preference would be inconsistent with the public interest;
 - b. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - c. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.
 2. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.
 3. There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

- iv. Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference. 2 C.F.R. Part 184.
- dd. Subrecipient Monitoring and Management
 - i. Pass-through entities must comply with the requirements for subrecipient monitoring and management. 2 C.F.R. §§ 200.331-333.
- ee. System for Award Management and Unique Entity Identifier Requirements
 - i. Subrecipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference. 2 C.F.R. Part 25, Appendix A.
- ff. Termination of a Federal Award
 - i. By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons:
 - 1. If the recipient fails to comply with the terms and conditions of the federal award;
 - 2. With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated;
 - 3. Pursuant to the terms and conditions of the federal award; or
 - 4. For convenience, pursuant to Executive Order 14332, Improving Oversight of Federal Grantmaking, including when the award no longer advances agency priorities or the national interest, but subject to appropriate exceptions, including agreements entered into in furtherance of international trade agreements or those awarded by the Department of Commerce under title XCIX of the William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021 (Public Law 116-283), the CHIPS and Science Act of 2022 (Public Law 117-167), or Division F of the Infrastructure Investment and Jobs Act (Public Law 117-58).
 - ii. By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety.
 - iii. Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination.
 - iv. Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated. 2 C.F.R. § 200.340; 2 C.F.R. §§ 200.344-200.345; Pub. L. 116-283; Pub.L. 117-167; Pub. L. 117-58, Division F; Executive Order 14332.
- gg. Trafficking Victims Protection Act of 2000

- i. Subrecipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.
 - hh. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT Act of 2001)
 - i. Subrecipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175175c. Pub. L. 107-56 18 U.S.C. §§ 175175c.
 - ii. Whistleblower Protection Act
 - i. Subrecipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 4701 and 41 U.S.C. § 4712.
- II. Presidential Executive Orders
 - a. All Executive Orders Related to Grants
 - i. Presidential Executive Orders. Recipients must comply with the requirements and actions of Presidential executive orders related to grants (also known as federal assistance and financial assistance), including those published after the date of this publication, the full text of which are incorporated by reference.
 - b. Executive Order 14332, Improving Oversight of Federal Grantmaking
 - i. Draw Down of Funds. Recipients are prohibited from directly drawing down general grant funds for specific projects without the affirmative authorization of DHS. Recipients must provide written payment justification, with specificity, for requests for each drawdown.
 - c. Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving
 - i. Federal Leadership on Reducing Text Messaging While Driving. Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
 - d. Executive Order 13224, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism
 - i. Terrorist Financing. Subrecipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws
- III. DHS Policy
 - a. Acknowledgement of Federal Funding from DHS
 - i. Subrecipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
 - b. Activities Conducted Abroad

- i. Subrecipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
- c. Collection and Use of Personally Identifiable Information
 - i. Subrecipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect.
 - ii. Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
- d. Non-Supplanting Requirements
 - i. Subrecipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant nonfederal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
- e. Notice of Funding Opportunity (NOFO) Requirements
 - i. All the instructions, guidance, limitations, scope of work, and other conditions set forth in the NOFO for this federal award are incorporated by reference. All subrecipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
- f. SAFECOM
 - i. Subrecipients receiving federal awards made under DHS programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.
- g. Use of DHS Seal, Logo, and Flags
 - i. Subrecipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

EXHIBIT D

Award conditions as noted in the FEMA award letter of **August 17, 2026**.

Standard Conditions:

- ***The planning process implemented through this grant must comply with the Local Hazard Mitigation Plan requirements contained in 44 CFR 201.***
- ***Complete draft plan documents must be submitted to the State and our office for review and comment at least 6 months prior to completion of the grant such that any necessary revisions may be made prior to adoption and within the approved Period of Performance (POP). •***
- ***The final plan documents must be submitted to the State and our office for review and approval prior to the end of the Period of Performance of the sub-grant, and FEMA approval must be obtained prior to sub-grant closeout.***
- ***The plan must be adopted by the governing body of at least one participating jurisdiction within one year of the initial FEMA finding of approvable pending adoption***