



GRANT AGREEMENT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

City of North Myrtle Beach, SC

This Agreement by and between the South Carolina Department of Health and Environmental Control (DHEC) and **City of North Myrtle Beach, SC** (Recipient) a municipality existing under the laws of South Carolina, is to provide for the distribution of funds **\$10,000,000 (nonrecurring funds)** appropriated in 2022 Act 239, Part IB, Proviso 118.19 (83) J040 (s).

The parties agree as follows:

A. STATEMENT OF PURPOSE:

The purpose of the Agreement is to provide funding to Recipient, in support of the **City of North Myrtle Beach Ocean Outfall Project**. This Agreement furthers DHEC's statutory mission as authorized in South Carolina Code **Section 48-39-10 to 48-39-360** and serves the public purpose of **environmental protections and conservation**.

B. SCOPE OF SERVICES:

The Recipient shall utilize the funds for the activities and services ("the North Myrtle Beach Ocean Outfall Project") as outlined in the attached Earmarked Appropriations Disbursement Request Form (Exhibit 1) as completed with supporting documents, which will be incorporated into this Agreement upon acceptance under Paragraph D.

C. TERM:

This Agreement shall be effective upon signature, calendar year **2022** and shall terminate on June 30, **2023**. Recipient's obligations under this Agreement shall survive termination.

D. PAYMENT:

1. Recipient shall submit a written request for payment not to exceed **\$10,000,000**, and shall include with the request the information on the attached Earmarked

appropriations Disbursement Request Form (Exhibit I) including the following as required by Proviso 117.21: and DHEC.

- a. An accounting of how the Funds will be spent (Planned Expenditure Summary),
 - b. Goals to be accomplished, and
 - c. Proposed measures to evaluate success in implementing and meeting the goals.
(Per Proviso 117.21 no funds shall be released until the required plan of how the state funds will be spent and how the expenditures will provide a public benefit are filed with the agency)
2. Upon acceptance by DHEC, the request for payment will be incorporated into and made a part of this Agreement.
 3. Recipient must register with SCEIS as a vendor and provide vendor information on the request for payment.
 4. Payment is contingent on DHEC receipt of Funds.
 5. Upon receipt and review and approval of the Planned Expenditure Summary, Funds Budget, and financial statements, DHEC will transmit the funds the Recipient electronically (encouraged) or by check delivered to:

Randy J Wright, CPA, CPFO, CGRM
Finance Director
City of North Myrtle Beach
1018 Second Avenue, South
North Myrtle Beach, SC 29582
843-280-5576
rjwright@nmb.us

6. Source of Funds: State funds made available in the **FY2023 Appropriations Act Proviso 118.19** (DHEC: Storm Water and Ocean Outfalls) as a nonrecurring distribution per legislative direction, effective July 1, 2022. DHEC's Point of Contact for financial information regarding payments made under this Agreement:

Bruce C. Busbee, Director
Budgets and Financial Planning
SCDHEC
2600 Bull Street
Columbia, South Carolina, 29201

E. REPORTING REQUIREMENTS; AUDITS:

1. **By June 30th, 2023**, Recipient shall submit to DHEC a report containing a detailed accounting of its use of the Funds, the services completed, and the outcome measures used to determine the success of the stated goals in sufficient detail for DHEC to determine Recipient's compliance with the Scope of Services set forth in Paragraph B above. See Exhibit II (Quarterly Expenditure Report) an expected completion date by which it anticipates all funds will be spend. Recipient shall also submit a final report with this information If the Project is not completed or the Funds have not been spent by **June_30, 2023**, Recipient shall include in its report an explanation why the Funds have not been spent or the Project is not complete and an expected completion date by which it anticipates all funds will have been spent. Recipient shall also submit a final report with this information within 90 days after project completion or exhaustion of Funds.
2. Recipient shall submit to DHEC by June 30, **2023**, a detailed statement explaining the nature and function of its organization as well as a detailed statement explaining the use that was made of the Funds (using attached templates(s)).
3. Recipient will allow the State Auditor to audit or cause to be audited the Funds.

F. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE:

1. DHEC has procedures and policies concerning the prevention and reporting of fraud, waste, and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or Recipient shall direct, participate in, approve, or tolerate any violation of federal or State laws regarding FWA in government programs.
2. Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. 53729-3733, and other "whistleblower" statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations.
3. If Recipient or Recipient's agents or employees have reason to suspect FWA in DHEC programs, this information should be reported in confidence to DHEC. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull Street, Columbia, SC 29201; or by calling the DHEC Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. Recipient is required to inform Recipient's employees of

the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency. Recipient must also inform recipient's employees, in writing, of their rights and remedies under 41 U.S.C. 54712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

- G. **USE OF FUNDS:** Recipient will not use, expend, or allow use or expenditure of the Funds for any purpose not authorized in and consistent with this Agreement. Unexpended funds distributed pursuant to this Agreement may be carried forward to succeeding fiscal years and expended for the same purposes. Recipient shall continue the reporting and monitoring required under this Agreement until all Funds are spent.
- H. **RETURN OF FUNDS:** The State of South Carolina reserves the right to all remedies available to it under law for the enforcement of this Agreement including but not limited to the right to demand repayment of any Funds that remain unused at completion of the project or that were used for purposes not authorized in this Agreement.
- I. **NON-DISCRIMINATION:** Recipient represents and agrees that it does not and will not practice discrimination, or use the Funds for purposes which discriminate, against persons by virtue of race, religion, color, sex, age, national origin, disability, veteran status, pregnancy, gender identity, sexual orientation, or any other basis prohibited by law.
- J. **RECORDKEEPING:** Recipient shall create and maintain adequate records to document all matters covered by this Agreement. Recipient shall retain all such records for six (6) years or other longer period required by law after termination, cancellation, or expiration of the Agreement or after final expenditure of Funds, whichever is later, and make records available for inspection, copying, and audit by DHEC or other authorized agent of the State. If any litigation, claim, or audit has begun but is not completed or if audit findings have not been resolved at the end of the retention period, the records shall be retained until all litigation, claims, or audit findings involving the Funds have been resolved.
- K. **REVISIONS OF LAW:** The provisions of the Agreement are subject to revision of state or federal statutes and regulations and requirements governing (name of grant, etc.).
- L. **PUBLIC INFORMATION:** All information relating to distribution and use of the Funds, including all reports and documentation submitted to DHEC under this Agreement, is subject to public disclosure under the South Carolina Freedom of Information Act and may be published on DHEC's internet web site.
- M. **ATTACHMENTS:** Attachments to this Agreement are incorporated into and made part of this Agreement.

SOUTH CAROLINA DEPARTMENT OF
HEALTH AND ENVIRONMENTAL CONTROL

BY: Bruce C Busbee
Bruce C. Busbee
Director of Budgets and Financial
Planning

DATE: 11-17-2022

MAILING ADDRESS:

SC DHEC - Office of Budgets and Financial
Planning
2600 Bull Street
Columbia, SC 29201
Phone: 803-898-3388
Fax: 803-253-7637

RECIPIENT NAME

BY: [Signature]
[Title]
City Manager

DATE: 11-8-22

MAILING ADDRESS:

Phone: () 843-280-5526
Fax: () -
Email: mgmahancy@nmb.us
REMITTANCE ADDRESS: (if applicable)

TAX/EMPLOYER ID # 57-0509844

TYPE OF ENTITY (check one):

- Corporation
- LLC
- Partnership
- Nonprofit organization
- Government agency or political subdivision
- specify State if not SC:

Other Governmental body (specify)

Municipality

Individual/sole proprietor

Other (specify)

If a corporation or LLC:

State of incorporation/organization:

South Carolina

Registered agent and address in South Carolina:

Michael G. Mahaney

108 2nd Ave. South

North Myrtle Beach, SC 29582

SCDLLR or other license #

THIS AGREEMENT IS NOT OFFICIAL AND BINDING UNTIL SIGNED BY THE DHEC CONTRACTS MANAGER.



Francine Miller
DHEC Contracts Manager

DATE: 11-21-22

Organization Certifications

- 1) Organization hereby gives assurance that no person shall, upon the grounds of race, creed, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity for which this organization is responsible.
- 2) Organization certifies that it will provide quarterly spending reports to the Agency Providing Contribution listed above.
- 3) Organization certifies that it will provide an accounting at the end of the fiscal year to the Agency Providing Contribution listed above.
- 4) Organization certifies that it will allow the State Auditor to audit or cause to be audited the contributed funds.

Candy J. Wright
Organization Signature

Finance Director
Title

Randy J. Wright
Printed Name

12/13/22
Date

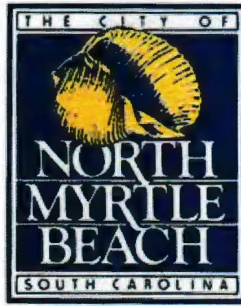
Certifications of State Agency Providing Contribution

- 1) State Agency certifies that the planned expenditure aligns with the Agency's mission and/or the purpose specified in the appropriations act of 2022.
- 2) State Agency certifies that the Organization has set forth a public purpose to be served through receipt of the expenditure.
- 3) State Agency certifies that it will make distributions directly to the organization.
- 4) State Agency certifies that it will provide the quarterly spending reports and accounting received from the organization to the Senate Finance Committee, House Ways and Means Committee, and the Executive Budget Office by June 30, 2023.
- 5) State Agency certifies that it will publish on their website any and all reports, accountings, forms, updates, communications, or other materials required by Proviso 117.21 of the appropriations act of 2022.
- 6) State Agency will certify to the Office of the Governor that it has complied with the requirements of Executive Order 2022-19 by June 30, 2023.

E. Simmer
Agency Head Signature

12-15-2022
Date

Edward Simmer
Printed Name



November 8, 2022

Mr. Bruce C. Busbee, Director
Budgets and Financial Planning
SCDHEC
2600 Bull Street
Columbia, SC 29201

RE: Ocean Water Quality Outfall Initiative

Dear Mr. Busbee:

The City of North Myrtle Beach is requesting the \$10,000,000 provided under 2022 Act 239, Part 1B, Section 118.19 (83) J040 (s). for the installation of ocean outfalls. The funds will be used in the construction of the 18th Avenue North Ocean Outfall. The project has been awarded in the amount of \$26,000,000 and is currently underway.

The city as of this time has completed five ocean outfall projects. The 18th Avenue North Project is the sixth ocean outfall to be constructed. The 18th Avenue North Project will take approximately 18 months to finish.

Financial information as well as program information has been included in this email. Please let me know if any additional data is needed to provide the approved funding.

Thank you for your assistance in this very important ongoing project to help ocean water quality along the coast.

Sincerely,

Randy J Wright, CPA, CFO, CGFM

Finance Director

City of North Myrtle Beach, SC

843-280-5576

rjwright@nmb.us

Receipt

C10973 - City of North Myrtle Beach

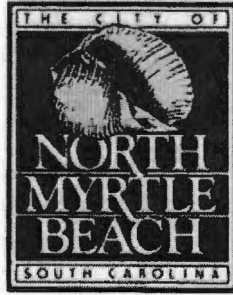
Please note that all information submitted online is subject to review and verification. If there are any follow-up questions or requirements our office will contact you by email.

You may print this page now for your records.

Your confirmation number is:

Organization Name:	City of North Myrtle Beach
Confirmation Number:	Z64823057
Payment Date:	12/13/2022
Transaction Amount:	\$0.00
* SC.gov Total Amount:	\$0.00

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November 8, 2022

Mr. Bruce C. Busbee, Director
Budgets and Financial Planning
SCDHEC
2600 Bull Street
Columbia, SC 29201

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Sincerely,

Randy J Wright, CPA, CFO, CGFM
Finance Director
City of North Myrtle Beach, SC
843-280-5576
rjwright@nmb.us



November 17, 2022

City of North Myrtle Beach
Michael Mahaney, City Manager
1018 Second Ave South
North Myrtle Beach, SC 29582

RE: City of North Myrtle Beach Ocean Outfall Project (18th Ave)

Dear Michael Mahaney,

The South Carolina Department of Health and Environmental Control has received your request for the distribution of funds for the City of North Myrtle Beach Ocean Outfall Project through the 2022 Act 239, Part 1B, Proviso 118.19 (83) J040 (j).

To date, we have issued one permit related to this project, but other permits may be necessary. To ensure that your project meets the requirements set forth in our statutes and regulations, we encourage you to contact Kristy Ellenberg, to schedule a pre-project permit application meeting. Her contact information is below:

Kristy Ellenberg
Director, Collaborative Partnerships & Strategic Initiatives
ellenbke@dhec.sc.gov
803-898-8161

Sincerely,

Rebecca Sproles
Environmental Affairs Liaison
SC Department of Health and Environmental Control
sprolemr@dhec.sc.gov
803-394-0465