



GRANT AGREEMENT
Between
SC DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
BUREAU OF WATER, SECTION 319 NONPOINT SOURCE PROGRAM
And
GILLS CREEK WATERSHED ASSOCIATION

This Grant is a Cooperative Agreement that shall be **effective for 36 months** between the South Carolina Department of Health and Environmental Control (SC DHEC), Office of Environmental Affairs and **Gills Creek Watershed Association** (hereinafter referred to as the Grantee).

The parties to this Grant Agreement agree as follows:

A. SCOPE OF SERVICES

Gills Creek Watershed Association will implement the **Section 319 Grant Project #3, FY 2017 (Project Allocation) titled "Gills Creek Stream and Riparian Buffer Restoration."** See *Attachment 1* for the detailed workplan for this project.

B. TIME OF PERFORMANCE

This Grant Agreement will be **effective beginning on the date of the last signature and will terminate 36 months from the effective date.** SC DHEC reserves the right to extend the term of the Grant Agreement and such extension will be issued in written amendment prior to the agreement expiration date and are dependent upon subsequent availability of funds. Only work done in accordance with the effective dates of the Grant Agreement period will be compensated. Grantee acknowledges that, unless excused by Section 11-57-320, if Grantee is on the then-current Iran Divestment Act List as of the date of any Grant Agreement renewal, the renewal will be void ab initio.

C. COMPENSATION

1. Grant Award

SC DHEC agrees to reimburse the Grantee, following the submittal of the required items each quarter for invoicing, for all allowable costs incurred, up to 90% of the total grant award, provided the total amount paid under this agreement does not exceed **\$386,491.17**. Payment will not be made until the reporting requirements addressed in Section E. 29. 1. a. b. c. and d. below have been met. The balance of the grant award will be paid after all FINAL reports, documentation, and invoices have been submitted and approved by the authorized SC DHEC staff.

2. Maximum Amount

SCDHEC's financial obligations to the Grantee are limited by the amount of Federal funding identified in C.1. above and as outlined in Attachment 1. If the Grantee incurs costs in anticipation of receiving additional funds from SCDHEC, it does so at its own risk.

3. Invoicing

Invoices will be submitted quarterly for payment. All invoices submitted by the Grantee should report the amount of the Federal and non-Federal funds expended. Documentation must be provided to support all invoice charges.

4. Travel

No travel expenses will be paid under this Grant agreement.

5. Source of Funds

Compensation for performance of services will be reimbursed with funds made available from the US Environmental Protection Agency through Cooperative Agreement **C999462917-0**, Section 319(h) Nonpoint Source Pollution, Assistance Program, CFDA Number 66.460, Nonpoint Source Implementation.

- a. CFDA number (from the grant award notice) and the CFDA title verbatim: 66.460
- b. Grant award notice title verbatim from the grant award: Section 319(h) Nonpoint Source Pollution, Assistance Program
- c. Grant award notice number from the grant award **C999462917-0**
- d. Federal grantor (awarding) agency name: EPA
- e. Grant period of performance start and end date: 10/01/2016 to 09/30/2021
- f. Whether the award is for Research and Development: No
- g. Subaward amount, if applicable: \$386,491.17

FUNDING FOR THIS CONTRACT IS SUBJECT TO THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA).

SC DHEC's Point of Contact for financial information regarding payments made under this contract:

Ronnie Belleggia, Bureau Director
Bureau of Financial Management
2600 Bull Street
Columbia, SC 29201-1708

Contact the SC DHEC 319 Grant Program directly for questions regarding invoices, MBE/WBE forms, quarterly reporting, and/or as an initial point of contact for any basic Grant Agreement questions. Contact information is as follows:

Jana Baxley
SC DHEC Bureau of Water
319 Grant Program