

Lancaster County Council Public Safety Committee

Tuesday, April 12, 2016

**County Council Conference Room
Council Administration Building
100 N. Main Street
Lancaster, SC 29720**

1. **Call to Order – Committee Chair Steve Harper** **8:00 a.m.**
2. **Approval of the agenda** *[deletions and additions of non-substantive matters]*
3. **Minutes of the March 15, 2016 meeting – pgs. 2-5**
4. **Citizens Comments**
5. **Discussion / Action Items**
 - a. Use of funds to purchase items. *Sheriff Faile – pgs. 6-13*
 - b. FEMA awarded Pre-Disaster Mitigation Program Grant (PDM). *Darren Player – pgs. 14-35*
6. **Adjournment**

*Anyone requiring special services to attend this meeting should contact 285-1565 at least
24 hours in advance of this meeting.*

*Lancaster County Council Public Safety Committee agendas are posted at the Lancaster County
Administration Building and are available on the Website: www.mylancaster.org*



Members of Lancaster County Council
Public Safety Committee

Steve Harper District 5, Chairman

Bob Bundy, District 3

Larry McCullough, District 1

DRAFT

Minutes of the Lancaster County Council Public Safety Committee Meeting

101 N. Main Street, Lancaster, SC 29720

Tuesday, March 15, 2016

Council Members present were Steve Harper, Larry McCullough and Bob Bundy. Also present was Steve Willis, Debbie Hardin, John Weaver, various Department Heads and spectators. A quorum of the Lancaster County Public Safety Committee was present for the meeting.

The following press was notified of the meeting by e-mail or by fax in accordance with the Freedom of Information Act: Lancaster News, Kershaw News Era, The Rock Hill Herald, Fort Mill Times, Cable News 2, Channel 9 and the local Government Channel. The agenda was also posted in the lobby of the County Administration Building the required length of time and on the county website.

Call to Order

Chairman Steve Harper called the meeting to order at 8:00 a.m.

Approval of the agenda

Larry McCullough moved to approve the agenda as written. Passed 3-0.

Minutes of the February 9, 2016 Meetings

Larry McCullough moved to approve the minutes of the February 9, 2016 meeting. Passed 3-0.

Citizens Comments

Metta Wasson, 9823 Blackhorse Run Road, spoke to Committee members regarding the Animal Shelter. Ms. Wasson, brought pictures of surrounding area shelters for information (attached as schedule A) and requested that the signage to the shelter be placed back at the entry.

Councilman McCullough noted that he is willing to work to help identify some of the issues with the Animal Shelter, gathering information and bring a deliverable of the process by June 2016.

Councilman Harper requested that they would get a meeting with Chesterfield to look at their shelter.

Steve Willis noted that he would like the committee to view the Aiken County Shelter as well.

Discussion / Action Items

DRAFT

Noise Ordinance

Steve Willis wanted to be sure that a Noise Ordinance be adopted that is workable and enforceable by the Sheriff. Sheriff Faile, Attorney Doug Barfield and Attorney John Weaver constructed the ordinance that was provided in the agenda package for the Committee's review and recommendation.

Councilman Bundy stated he was confused regarding Section 23-24 Enforcement and Penalties, subparagraph (b) – the first and second offense will be punished by a fine and/or imprisonment and third offense by a minimum fine of \$250 and/or imprisonment. Councilman McCullough requested that the sentences be rewritten to be clear as to the fines.

Larry McCullough moved to forward this Noise Ordinance with the revised sentences as discussed to Council with a favorable recommendation from the Public Safety Committee. Passed 3-0.

New aerial maps

Kevin Granata, GIS Director, spoke to the Committee regarding the new aerial maps for the county. He stated that our maps are five years old and because of all of the growth in the panhandle, we are in need of new imagery. Mr. Granata described Pictometry and defined the enterprise-wide license. He stated that anyone in County Government could have complete access to all of the imagery and software for their use. We would benefit from this technology in the following ways: increase the safety of first responders and the public, increase tax revenue, provide disaster coverage and allow many different agencies within the county to have a common, shared database of critical information about the community. This technology will also allow us to get our normal aerials as well as the ability to look at the property from all four sides, get building footprints and it will be a tool to compare the sketches to the new footprints. In addition, if we were to have a natural disaster in our county, Pictometry will come in and fly the county at no additional cost.

Mr. Granata also informed the Committee that adding a technology fee to the zoning permit would help pay for the service. We have also contacted the Lancaster County Water and Sewer District, Lancaster County Natural Gas and the City of Lancaster about contributing to this project so they will be able to use the information.

The Committee instructed Mr. Granata and Mr. Willis to find out what the other entities are willing to pay for the service and how much it will add to the zoning permit.

Sheriff's Office grants.

Sheriff Faile reviewed the Department of Homeland Security grants and noted that this grant is for capital expenditures and is a 100% funded grant. The items to be purchased by the grant include the following:

Thermal Image Camera	\$15,000.00
Emergency Rescue Vehicle (MedEvac)	\$300,000.00
Dual Band Handheld radios (15)	\$108,530.00
Radio Charging Base/recondition	\$3,700.00

DRAFT

This item will move forward to the next regular council meeting.

Fire Service RACI Chart.

Councilman McCullough discussed the RACI chart that he, Darren Player and Patrick Helms has been working on for Fire Service. RACI stands for Responsible, Accountable, Consult, and Inform. This chart is designed to help demystify all the moving parts within Fire Service.

Committee Chairman Harper recommended that the chart differentiate those line items that have more than one accountable party.

Darren Player noted that this is a good tool to use. It will be going to the Chiefs meeting then to Fire Commission for approval. Councilman McCullough requested that after it goes to Fire Commission that it come to Council for review.

Councilman McCullough offered to help other departments with this tool and will be working with Clay Catoe of EMS in creating a chart.

Grant applications – Fire Departments

Darren Player reviewed the grant applications filed by the Fire Departments under the Assistance to Firefighters Grant Program. Fire Commission requests County Council budget for and provide the 5% match for successful grants awarded by FEMA on grants submitted by the individual departments. The local match for the grants applied for is \$44,783.

Kimberly Hill informed the Committee that there is \$50,000 in the grant match line item for the proposed FY2016-2017 budget for these grants.

Information only – state mandate for Coroner's office.

The Coroner's office provided for information, the state mandate information as requested by the Committee Chairman.

Adjournment

DRAFT

Bob Bundy moved to adjourn. Passed 3-0.

Respectfully Submitted:

Approved by the Public Safety Committee

Debbie C. Hardin
Clerk to Council

Steve Harper, Chairman

Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Sheriff Barry Faile

Department: Sheriff's Office

Date Requested to be on Agenda: Next available

Issue for Consideration: Account 10-7-120-560-00: I would like to use funds from this account to purchase the following items: camera/camera system for bond hearing room, 29 flashlights and pipes.

Points to Consider: The flashlights are necessary equipment in which each detention center officer should be equipped with, in order to complete cell searches. The camera system needs to be in place in the bond hearing room in order to help increase utilization of our detention center staff. The pipes are necessary so multiple correctional officers can complete cell checks at the same time.

Funding and Liability Factors: Funding is being requested from 10-7-120-560-00 and at this time, these items are more important than the x-ray chair that has been requested. Purchasing these items will allow more efficient and thorough cell checks/searches. The purchase of the camera system for the bond hearing room will allow bond hearings to take place without having to move the inmates; therefore, providing a safer environment for our correctional officers and judges.

Council Options: The funds are currently available and would be purchased in lieu of the x-ray chair previously requested.

Recommendation: Approve the purchase of the flashlights, pipes and the camera system for the bond hearing room in order to allow more efficient cell searches and completion of bond hearings for our inmates, while promoting a safer environment for our staff.



REMIT TO:

3319 Anvil Place
Raleigh, NC 27603
Ph: 919.779.6141

800 Clanton Road Ste T
Charlotte, NC 28217
Ph: 704.494.7575

3315 Broad River Rd. Ste 120
Columbia, SC 29210
Ph: 803.795.2253

SALES QUOTE

SQ-239995

3/9/2016



Customer	Contact	Ship To
LANCASTER COUNTY ATTN: ACCOUNTS PAYABLE P.O. BOX 1809 LANCASTER SC 29721 Tel: (803) 416-9385 Fax: (803) 416-9418		LANCASTER COUNTY DETENTION CENTER DEBBIE HORNE 1941 PAGELAND HWY LANCASTER SC 29720

Account	Terms	Due Date	Account Rep	Schedule Date
LANCCO	NET 15	3/24/2016	CHRISTINE GRAY	3/9/2016
Quotation	PO #	Reference	Ship VIA	Page Printed
SQ-239995		HORNE	FedEx Ground	1 3/21/2016 10:36:40AM

L	Item / Model / Brand Description	Qty	Price UM	Discount %	Amount
1	STR74751 / 080926747517 STRION LED HL 120AC/12DC 1 HOLDER	29	\$105.49	\$0.00	\$3,059.21
2	BIA801131391 / 013527313911 HOLDER, 6P/SCORPION/STRION, PATROLTEK	29	\$10.49	\$0.00	\$304.21
3	SC STATE CONTRACT# 4400011994		EA		
4	SHIPPING-SC SHIPPING NON TAX SC	1	\$16.00	\$0.00	\$16.00
			EA		

**PLEASE VERIFY THAT THE PART NUMBERS AND DESCRIPTIONS ARE CORRECT BEFORE SUBMITTING YOUR ORDER.

**RESTOCKING FEES MAY APPLY TO RETURNED ITEMS.

**FREIGHT WILL BE ADDED TO ALL INVOICES.

**PRICES QUOTED ARE BASED ON PAYMENT BY CHECK OR CASH.

**QUOTE IS GOOD FOR 30 DAYS.

Tax Details
EXEMPT \$0.000
SCLOCP \$269.074

Taxable	\$3,363.42
Total Tax	\$269.07
Exempt	\$16.00
Total	\$3,648.49
Balance	\$3,648.49



30700 Bainbridge Road
Solon, Ohio 44139
Phone 216-595-0890
Fax 216-595-0991

Federal Tax ID #34-1530120

February 2, 2016

Debbie Horne
Jail Administrator
Lancaster County Sheriff's Office
1520 Pageland Hwy
Lancaster, SC 29720

Dear Ms. Horne:

Thank you for your interest in our products and for the opportunity to present you with the following pricing information:

Quote Number: 07-160202-132248

Qty.	Part Number	Description	Price	Total
2	PIPE-II-TKS	The PIPE Touch Button Reader	595.00	1190.00
1	SHIPPING	Shipping Charge	8.84	8.84
		Total		\$1198.84

Terms are Net 30 Days. FOB Solon, Ohio.

This quote is valid for thirty days from the date above. All sales are subject to TimeKeeping Systems' Terms and Conditions of Sale, at <http://www.guard1.com/Legal/Terms-And-Conditions-of-Sale.aspx>.

If you have any further questions, or if there is anything else I can do to help you make your decision, please let me know.

Sincerely,

Joan Carlozzo
Southeast Region Account Manager
216-595-0890 ext. 106



9826 Southern Pine Blvd
CHARLOTTE, NC 28273-3418
(704) 501 0500
FAX: (704) 525 1550
www.simplexgrinnell.com

SimplexGrinnell Quotation

*Camera
Quote*

TO:
Lancaster Cty Detention Ctr
1941 Pageland Hwy
LANCASTER, SC 29720-8551
Attn: Captain Deason

Project: Lancaster Det.-Bond Hearing Rm
Customer Reference:
SimplexGrinnell Reference: 260436079
Proposal #: P32066-000795
Date: 10/08/2015
Page 1 of 5

(803) 283-2084 EXT() Fax:

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
Equipment & Install Materials		
Equipment List		
1	V920D-N312	V920D Series Roughneck Dome
1	V920-PLATE	Box Adapter Plate
Installation Materials		
1	DPIM	INSTALLATION MATERIALS
1	DPCCVE	CJOC PROGRAMMING
	DPSUB	RACEWAY INSTALLATION
Tech Labor		
Technical Services - Tech Labor		
	TECH LAB	TECHNICAL SERVICE
PM Labor		
Professional Services - PM Labor		
	PM LAB	PROJECT/CONSTRUCTION MGMT
Install Labor		
Installation Services - Install Labor		
	INST LAB	INSTALLATION LABOR

Total net selling price, FOB shipping point, \$4,921.00

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.
Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Project: Lancaster Det.-Bond Hearing Rm
Customer Reference:
SimplexGrinnell Reference: 260436079
Date: 10/08/2015
Page 2 of 5

SimplexGrinnell Quotation

Comments

Proposal is for equipment and labor to install (1) Fixed Analog Indoor camera in the new Bond Hearing Room. Camera is to be mounted in the front right corner by the door so camera lens can face inmates while they are seated.

Proposal includes the above listed materials, installation of equipment, final terminations, programming and testing.

Conduit will be installed to conceal cable running from the new camera location to an existing junction box located at the corridor intersection.

Note: The Touch Screen monitors will be reprogrammed to accommodate the new cameras and a thorough test of the Touch Screen functions will be done following the reprogramming of the software to confirm all functions of the Touch Screens are working properly.

This proposal does NOT include repairs that may be required to head end equipment, devices or wiring, that are not known at this time. Proposal assumes work will be completed during regular business hours as night work or shift premium labor, is not covered in this proposal.

Shipping is included. Taxes will be added to invoice.

TERMS AND CONDITIONS

1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement.

If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no warranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences thereof that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual

damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences thereof, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or

equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom.

Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of

SALE AND INSTALLATION AGREEMENT
(continued)

foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. **Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. **Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

13. **OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. **Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. **Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. **Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to

performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. **Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

18. **Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. **Backcharges.** No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. **System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. **Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. **Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers.

Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

23. **Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. **Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and



Project: Lancaster Det.-Bond Hearing Rm
Customer Reference:
SimplexGrinnell Reference: 260436079
Date: 10/08/2015
Page 5 of 5

SALE AND INSTALLATION AGREEMENT
(continued)

representatives as additional insureds on Customer's general liability and auto liability policies.

25. **Termination.** Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent of the price of products or equipment returned.

Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. **No Option to Sublicense.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

27. **Default.** An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/4% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

(Rev. 10/08)

28. **Exclusions.** Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

29. **Force Majeure; Delays.** Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. **One-Year Limitation on Actions; Choice of Law.** It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim

arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. **Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

32. **Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. **Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. **Legal Fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. **License Information (Security System Customers):** AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

©2006-8 SimplexGrinnell LP. All rights reserved.

IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES.** This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

Offered By: SimplexGrinnell LP License#: 9826 Southern Pine Blvd CHARLOTTE, NC 28273-3418 Telephone: (704) 501 0500 Fax: 704-525-1550 Representative: Nick Senuta Email: nsenuta@simplexgrinnell.com	Accepted By: (Customer) Company: _____ Address: _____ Signature: _____ Title: _____ P.O.#: _____ Date: _____
---	---

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Darren Player, Director

Department: Lancaster County Emergency Management

Date Requested to be on Agenda: Public Safety Committee April 12, 2016 Meeting

Issue for Consideration: Acceptance of the FEMA awarded Pre-Disaster Mitigation (PDM) Program Grant Award. This award allows funding to provide in house labor costs (including overtime) necessary for the update of the Lancaster County Pre-Disaster Mitigation Plan. The plan serves the county and all included municipalities (3).

Points to Consider: The PDM is a plan accepted and approved by FEMA based on five year cycles.

- An approved plan must be in place in order for the county to apply for mitigation grants should a disaster be declared.
- The plan must be updated and approved by FEMA prior to the current plan's 5 year anniversary date.
- Costs of necessary labor to set up, attend and conduct meeting; research needs and projects; and to actually write the updated plan will be covered.
- Any match is made by existing Emergency Management Agency salaries and EOC expenses. No new monies would be needed to fund the match.
- Failure to update the plan could result in the county having no plan in force when and/or if a natural or man-made disaster should strike and thereby not have access to FEMA funding for Public Assistance.

Funding and Liability Factors: The grant award provides funding and existing salaries and expenses already paid by Lancaster County as part of the ordinary budget will provide the necessary match (25%). The only liability is should the plan not be completed and approved in the necessary time frame.

Council Options: Accept the grant award or council can reject the grant award.

Recommendation: Staff recommends acceptance of the award.

Attachments: See attached SCEMD Award Notification; FEMA Award Letter; Recipient-Sub-recipient PDM Grant Agreement.

The State of South Carolina
Military Department



OFFICE OF THE ADJUTANT GENERAL

ROBERT E. LIVINGSTON, Jr.
MAJOR GENERAL
THE ADJUTANT GENERAL

March 9, 2016

Mr. Darren C. Player, Deputy Director
Lancaster County Emergency Management Agency
Post Office Box 1809
Lancaster, South Carolina 29721

RE: PDMC-PL-04-SC-2015-007 Lancaster County Hazard Mitigation Plan Update

Dear Mr. Player:

We are pleased to notify you that the application referenced above has been awarded by the Federal Emergency Management Agency for the Pre-Disaster Mitigation (PDM) program. Please review the enclosed State-Local Pre-Disaster Mitigation Program Grant Agreement and return both signed copies to SCEMD. This agreement outlines the grant requirements and regulations for the subrecipient. A copy of the FEMA approval letter with programmatic conditions is also enclosed. The mitigation specialist that will administer these grants for SCEMD is Charlotte Foster, who can be reached at: (803) 737-8592, cfoster@emd.sc.gov. Please note that the period of performance for this grant is from May 29, 2014 through October 31, 2018.

If you have any questions regarding this award or the Agreement, please contact Charlotte Foster at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Stenson".

Kim Stenson
Director

KS/cf
Enclosures

Emergency Management Division
2779 Fish Hatchery Road
West Columbia, South Carolina 29172
(803) 737-8500 • (803) 737-8570



U.S. Department of Homeland Security
FEMA Region IV
3003 Chamblee Tucker Road
Atlanta, GA 30341

FEMA

February 25, 2016

Mr. Kim Stenson, Director
South Carolina Emergency Management Division
2779 Fish Hatchery Road
West Columbia, SC 29172

Attention: Mr. Robert Burton
State Hazard Mitigation Officer

Reference: Pre-Disaster Mitigation-Competitive (PDMC)
Project Approval: PDMC-PL-04-SC-2015-007
Lancaster County

Dear Mr. Stenson:

It is my pleasure to confirm that the following planning project sub-award has been approved through the PDMC grant program pursuant to the Congressional appropriations for Fiscal Year (FY) 2015.

PDMC Planning Sub-award number and Sub-award Title	Federal Share	Non-Federal Share	Total Project Cost
PDMC-PL-04-SC-2015-007: Lancaster County Hazard Mitigation Plan Update	\$18,732	\$6,244	\$24,976

The Scope of Work (SOW) and Budget submitted by the State for this PDMC Planning Grant is approved, subject to the following conditions:

- The planning process implemented through this award 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 POP of the sub-award, and FEMA approval must be obtained prior to sub-award 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.

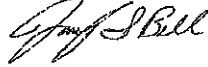
This letter constitutes programmatic approval for use of FY 2015 PDMC funds. Ms. Sandra McNease, Assistance Officer, has issued the financial award and documentation in support of this approval. The funds have been obligated to the appropriate PARS account.

The terms and conditions of this award are provided in the Agreement Articles issued through eGrants by Ms. McNease. Please review these Articles thoroughly and abide by all provisions.

FEMA will not establish activity completion timelines for individual sub-awards. Recipients are responsible for ensuring that all approved activities are completed by the award's POP. The POP for FY2015 PDMC is May 29, 2014 through October 31, 2018. The Recipient shall submit a Final SF-425 and Performance Report no later than 90 days after the end date of the POP, per 2 CFR Part 200.

Thank you for submitting an application to the FY 2015 PDMC grant program. If you have any questions, please contact Carl Mickalonis or Ashanti Smith of my staff at (770) 220-5628, or (770) 220-5236, respectively.

Sincerely,

A handwritten signature in black ink, appearing to read "Jacky Bell". The signature is fluid and cursive, with the first name "Jacky" and last name "Bell" clearly distinguishable.

Jacky Bell, Chief
Hazard Mitigation Assistance Branch
Mitigation Division



SOUTH CAROLINA

EMERGENCY MANAGEMENT DIVISION

RECIPIENT-SUBRECIPIENT PRE-DISASTER MITIGATION PROGRAM GRANT AGREEMENT

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

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

WHEREAS, the Federal Emergency Management Agency (hereinafter referred to as "FEMA") has made available funds under the Pre-Disaster Mitigation Grant Program (hereinafter referred to as the "PDM Grant Program");

WHEREAS, the PDM Grant Program was created with the goal of assisting states, tribal governments, territories, and local communities to implement a sustained pre-disaster natural hazard mitigation program, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended (42 U.S.C. 5133), and applicable policies of FEMA; and

WHEREAS, the federal share is limited to 75% of eligible expenditures and that the Subrecipient shall provide from Subrecipient's funds the other 25% of eligible expenditures of the total eligible costs.

The estimated cost of this project is \$24,976 to be cost-shared \$18,732 federal and \$6,244 local.

NOW THEREFORE, the Recipient and Subrecipient agree as follows:

1) DEFINITIONS

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

- a) "Eligible mitigation measures," as used in this Agreement, means those activities authorized in the FEMA-State Agreement, as defined herein below; Public Law 93-288, as amended by Public Law 100-707 (the "Stafford Act") and Public Law 106-390; and Title 44 CFR, Part 206.
- b) "Activities" shall be defined as stated in 44 CFR 206.431.

2) APPLICABLE STATUTES, RULES, AND AGREEMENTS

The parties agree to all the conditions, obligations, and duties imposed by the Federal Emergency Management Agency Obligor Document for Award/Amendment dated February 25, 2016 (hereinafter referred to as the "FEMA Obligor Document") and all applicable state and federal legal requirements including, without any limitation, the requirements set forth in the Code of Federal Regulations, and the policies of FEMA. The Subrecipient further agrees to comply with the Statement of Assurances and Conditions attached hereto as Exhibit B.

3) FUNDING AND INSURANCE

- a) The Recipient shall provide funds to the Subrecipient for eligible mitigation measures for the projects approved by the Recipient and FEMA, specifically outlined through the Catalog of Federal Domestic Assistance number 97.017 Pre-Disaster Mitigation (PDM) Competitive Grant Program. Allowable costs shall be determined in accordance with 44 CFR 206.439, 44 CFR Part 13, 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, whichever is the lesser.

4) DUPLICATION OF BENEFITS

- a) Subrecipient may not receive funding under this Agreement to pay for damage covered by insurance, nor may Subrecipient receive any other duplicate benefits under this Agreement.
- b) Without delay, Subrecipient shall advise Recipient of any insurance coverage for the mitigations measures identified in the PDM Application dated August 11, 2015 (hereinafter referred to as the "PDM Application"), and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are "ineligible costs" which the Subrecipient shall reimburse to the Recipient without delay. The Subrecipient shall also reimburse the Recipient if the Subrecipient receives any duplicate benefits from any other source for the work identified on the applicable PDM 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) COMPLIANCE WITH ENVIRONMENTAL PLANNING AND PERMITTING LAWS

- a) Subrecipient shall be responsible for the implementation and completion of the approved projects described in the PDM 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's comprehensive plan.
- c) Subrecipient shall ensure that any development or development order complies with all 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 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 the Project Expenditures Form attached hereto as Exhibit C and include supporting backup 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 all work has been performed within the scope of work specified in the PDM Application. Costs of any work not performed within the approved scope of work shall not be eligible for funding.

7) COST SHARING

The PDM funds for eligible costs shown in the PDM Application and described in this Agreement shall be shared on a 75% Federal, 25% non-Federal cost share basis, in accordance with the cost sharing provisions established in the Stafford Act and the FEMA Obligating Document. The non-Federal share shall be paid by the Subrecipient.

8) INDIRECT COSTS

The Subrecipient may request reimbursement for indirect cost if (a) they are a non-Federal entity that has never had a negotiated indirect cost rate and use a de minimis rate of 10% of modified total direct costs; or (b) provided documentation demonstrating a certified percentage established by a Federal department or agency for a non-Federal entity to use in computing the dollar amount it charges to the award to reimburse itself for indirect costs incurred in doing the work of the award activity.

9) PAYMENT OF CLAIMS

PDM funding will be disbursed to the Subrecipient based on a reimbursements need. The Subrecipient shall submit payment requests using the Project Expenditures Form (Exhibit C) and the Payment Request form hereto attached as Exhibit D. The Project Expenditures form (Exhibit C) will be used to support backup documentation (invoices, canceled checks, daily activity reports, payroll records, time sheets, executed contracts, receipts, purchase orders, billing statements, etc.). The Payment Request form (Exhibit D) will be submitted to request an advance or reimbursement payment. Expenditures documented on both documents should represent 100% of project costs. For construction projects, no more than 75% of the total Federal share will be reimbursed until the project has been completed and inspected.

10) FINAL PAYMENT

Recipient shall disburse the final payment to Subrecipient upon the performance of the following conditions:

- a) Subrecipient shall have completed the project to the satisfaction of FEMA and the Recipient;
- b) Subrecipient shall have submitted the proper documentation;
- c) Recipient shall have performed a final inspection;
- d) The project listing and certification shall have been reviewed by Recipient; and
- e) Subrecipient shall have requested final reimbursement.

11) 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 final project. Access to those 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.
- b) 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.
- c) 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

12) RECOVERY OF FUNDS


If upon final inspection, final audit, or other review by Recipient, FEMA or other authority determines that the disbursements to Subrecipient under this Agreement exceed the eligible costs, Subrecipient shall reimburse to Recipient the sum by which the total disbursements exceed the eligible costs within forty-five (45) days from the date Subrecipient is notified of such determination.

13) REPAYMENT BY SUBRECIPIENT

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 directly to the following address: South Carolina Emergency Management Division 2779 Fish Hatchery Road, West Columbia, SC 29172. In accordance with Title 24, Chapter 11, South Carolina Code of Laws, if a check or other draft is returned to the Recipient for collection, Subrecipient shall pay the Recipient for overdraft charges.

14) AUDIT

- a) The Subrecipient shall provide for an annual audit. This audit will be conducted in accordance with 2 CFR Part 200, any federal or state legal requirements, as well as any policy, procedure, or guidance issued by the Recipient.

- 
- b) End Date of the Fiscal Year: _____.
- c) Audit resolution instructions shall be prescribed by the Recipient.
- d) 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 cost, relating to this Grant and;
 - vi) Any other adjustments, explanations or information that may be pertinent to the Grant.
- e) The Recipient may require the 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, the Recipient reserves the right to recover any disallowed costs identified in an audit after such closeout.

15) NONCOMPLIANCE

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 any disbursement 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 this Agreement or that may otherwise be available.

16) MODIFICATION

The Recipient, the Subrecipient, or FEMA may request modifications to this Agreement, including work to be completed on the PDM 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.

17) TIME FOR PERFORMANCE

The project shall be complete by the end of the Grant Period of Performance, which is **October 31, 2018**. Time extensions are, per Item 16 of this Agreement, a modification and requests must be submitted in writing. 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. If any extension request is denied by the Recipient or not sought by the Subrecipient, Subrecipient shall only be reimbursed for eligible project costs incurred up to the latest extension for completed projects. 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.

18) CONTRACTS WITH OTHERS

- a) If the Subrecipient contracts with any other contractor or vendor for performance of all or 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 shall also 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, uncompleted, contracts for work requiring reimbursement under this Agreement, the Subrecipient agrees to modify its contracts in accordance with this section.

19) 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 are achieved and satisfactorily performed 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 not be 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 all 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.

20) 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 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) Any 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 due to any failure to appropriate or other action or inaction by Congress, the Office of Management and Budget, or any State agency/office, including the State Legislature.
- b) Upon the occurrence of any one or more of the foregoing events of default, Recipient may at its option give notice in writing to Subrecipient to cure its failure of performance if such failure may be cured. Upon the failure of Subrecipient to cure, Recipient may exercise any one or more of the following remedies:
 - 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 any other remedial actions that may otherwise be available under law.

- c) Recipient may terminate this Agreement for any misrepresentation of material fact, for failure or nonperformance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.
- d) Upon the rescission, suspension or termination of this Agreement, 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. Any deobligation of funds or other determination by FEMA shall be addressed in accordance with the regulations of that Agency.

21) LIABILITIES

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. 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. 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. 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. 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. 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.

22) 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 full 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 10, April 10, July 10 and October 10. All reports shall be provided using the attached Programmatic Quarterly Report Form hereto attached as Exhibit D.

- 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.

23) ATTACHMENTS

- a) All attachments/exhibits to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.
- b) In the event of any inconsistencies between the language of this Agreement and the Attachments to it if any, the language of the Attachments shall be controlling, but only to the extent of such inconsistencies.

24) TERM

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

25) NOTICE AND CONTACT

All notices under this Agreement shall be in writing and shall be delivered by email, by facsimile, by hand, or by certified letter to the Recipient at the following addresses:

FOR THE RECIPIENT:

Kim Stenson, Director
SC Emergency Management Division
2779 Fish Hatchery Road
West Columbia, SC 29172

FOR THE SUBRECIPIENT:



26) AUTHORIZATION

The Subrecipient hereby authorizes _____ as its primary designated agent, and _____ as its alternate agent to execute Payment Requests, necessary certifications, and other supplementary documentation.

IN WITNESS HEREOF, the Recipient and Subrecipient have executed this Agreement;

x _____

Director, South Carolina Emergency Management Division

Date _____

x _____

Title: _____

Date _____

Subrecipient Federal Employer Identification No. _____

EXHIBIT A

Project Summary

Project Title: Lancaster County Hazard Mitigation Plan Update

Grant #PDMC-PL-04-SC-2015-007

Award Date: February 25, 2016

Period of Performance

Open Date: May 29, 2014 **Close Date:** October 31, 2018

	Amount	Percentage
Total Project Cost	\$24,976	100%
Total Federal Share	\$18,732	75%
Total Non-Federal Share	\$6,244	25%

Brief Project Description: The Lancaster County Emergency Management Agency is updating their Multi-Jurisdictional Hazard Mitigation Plan. It will include the 3 jurisdictions within the county. The project will allow all jurisdictions to be eligible for federal mitigation funding in the future.

EXHIBIT B

Statement of Assurances and Conditions

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements. Additionally, 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 sub-recipient'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 to provide such additional information as may be required.
2. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
3. 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.
4. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
5. 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 prosecuted to completion with reasonable diligence.
6. 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.
7. It will (1) provide without cost to the United States and the Recipient all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States and the Recipient free from damages due to the approved work or Federal funding.
8. This assurance is 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. This assurance is binding on the subrecipient, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the subrecipient.

9. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit.
10. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
11. Subrecipient agrees that 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.
12. It will give Recipient or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
13. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
14. 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.
15. 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.
16. Subrecipient agrees that responsibility for compliance with this Agreement rests with Subrecipient, and further agrees 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 Subrecipient Agreements.
17. 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.

18. 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.
19. 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.
20. 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 awarding of any federal contract, 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 contract, grant, loan or cooperative agreement.

Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to this Agreement.

EXHIBIT C
SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION
OFFICE OF THE ADJUTANT GENERAL
PRE-DISASTER MITIGATION GRANT PROGRAM
PROJECT EXPENDITURES

Subrecipient: Lancaster County Emergency Management

Project Application #: PDMC-PL-04-SC-2015-007

Subrecipient's Reference No. (Voucher, Claim or Schedule No.)	Delivery Date of article or service	<u>DOCUMENTATION</u>	
		List Project Documentation (payroll, material out stock, recipient owned equipment or name of vendor or contractor, etc.) and give a brief description of the article or service	Costs
TOTAL			\$0.00

EXHIBIT D
SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION
OFFICE OF THE ADJUTANT GENERAL
PRE-DISASTER MITIGATION GRANT PROGRAM
PAYMENT REQUEST

Subrecipient: Lancaster County
 Emergency Management

Subrecipient's Agent:

Project No.: PDMC-04-SC-2015-007

Request for Payment No.:

Quarter Ending:

Federal ID No.:

Total Approved Funding: \$24,976

Project Category	Total Budgeted Amount	Previous Payments	Current Expenditures	Cumulative Expenditures	Federal Share	Balance
Totals	\$24,976.00	0.00	0.00	0.00	\$24,976.00	\$24,976.00

I hereby certify to the best of my knowledge and belief all work and costs are eligible in accordance with the grant conditions and all work claimed has been completed.

Signed: _____ Date: _____
 Subrecipient's Agent

EXHIBIT E
SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION
OFFICE OF THE ADJUTANT GENERAL
PRE-DISASTER MITIGATION GRANT PROGRAM
PROGRAMMATIC QUARTERLY REPORT

Subrecipient: Lancaster County Emergency Management

Grant No: PDMC-PL-04-2015-007

Quarter Ending:

Project Description: Multi-Jurisdictional Hazard Mitigation Plan Update

Percentage of Work Completed: 0%.

Project Proceeding on Schedule: (☐) Yes (☐) No

Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

Cost Status: [☐] Cost Unchanged [☐] Under Budget [☐] Over Budget

Additional Comments/Elaboration:

Signed: _____