



June 17, 2019

John Pedersen
City of Myrtle Beach
PO Box 2468
Myrtle Beach, SC 29578

Dear Mr. Pedersen,

The Office of Solid Waste Reduction and Recycling is pleased to inform you that City of Myrtle Beach has been awarded a FY2019 Used Oil Grant. Enclosed please find the original grant agreement. Please note that due to budget constraints, requests for motor vehicles and building repairs at convenience centers could not be funded in this cycle.

Please pay particular attention to section I.B. Scope of Work in the grant agreement. This section details the expenses that can be reimbursed. In addition, note carefully the information contained in section I.F. Grantee's Responsibility and section II. Terms and Conditions. These sections provide guidelines specific to this grant program.

As a reminder, all items, other than contractor costs and professional development, must be requisitioned, purchased or procured by the end of the third quarter. In addition, all expenditures for public education/promotional materials must be approved by the Office prior to being requisitioned, purchased or procured. **Approval requests for public education/promotional materials must be submitted to the Office no later than October 1, 2018.**

To accept the offer of this award, please sign the original grant agreement and return the original to our office. You may not begin work under the terms of your grant until the office is in possession of the signed original grant agreement. The office will send you a notification when we receive the signed agreement.

Please send your signed original grant agreement to Jana White; DHEC Office of Solid Waste Reduction and Recycling; 2600 Bull St.; Columbia, SC 29201.

Congratulations on your award. Please call me at 803/898-1345 if you have questions concerning this or any other grant. We look forward to working with you this coming year.

Sincerely,

Woody Barnes

cc: Edwin Marr
Mike Shelton



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**USED OIL RECYCLING GRANT AGREEMENT
GRANT AGREEMENT**

Section 44-96-160, S.C. Code of Laws

GRANT NOTIFICATION INFORMATION

Grantee:	City of Myrtle Beach PO Box 2468 Myrtle Beach, SC 29578
Grant Number:	26.01WO20
Grant Execution Date:	The later of July 1, 2019 or date of the final signature on this grant agreement.
Grant Ending Date:	June 30, 2020
Grant Amount:	\$ 750.00
Authorized Representative:	John Pedersen
Phone Number:	(843) 918-1002
FAX Number:	(843) 918-1028
Contact Person:	Edwin Marr
	3221 Mr. Joe White Avenue
	Myrtle Beach, SC 29578
Phone Number:	(843) 918-2160
FAX Number:	(843) 918-2167
Financial Officer:	Mike Shelton
	PO Box 2468
	Myrtle Beach, SC
	29578
Phone Number:	(843) 918-1126
FAX Number:	(843) 918-1028

DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

GRANT AGREEMENT

I. SCOPE OF SERVICES STATEMENT

A. INTRODUCTION

The Department of Health and Environmental Control (DHEC), Office of Solid Waste Reduction and Recycling (hereinafter referred to as the Office), is the administrative agency for used oil recycling projects approved for expenditure of funds under the Used Oil Recycling Grant Program. The Used Oil Recycling Grant Program was mandated under the South Carolina Solid Waste Policy and Management Act of 1991. City of Myrtle Beach submitted to the Office on or before April 5, 2019 an application for used oil recycling funds.

A maximum of \$ 750.00 inclusive of all costs will be granted for this project to the government of City of Myrtle Beach (hereinafter referred to as the Grantee).

B. SCOPE OF WORK

Funds will be used for professional development including travel to recycling conferences or trainings. All expenses related to travel or professional development other than DHEC sponsored recycling conferences or trainings must be specifically requested in writing and approved up to the limits described below by this Office prior to beginning the activity.

Local government staff will ensure that all materials collected in this program are recycled or reused. End markets and total annual tonnages for all materials collected as a result of this grant will be reported in the quarterly progress reports.

BUDGET:

Professional Development \$ 750.00

C. EFFECTIVE DATES

The term of this grant is the later of July 1, 2019 or the date of the last signature through June 30, 2020. Grantees may apply for two 90-day extensions. Extensions must be requested in writing and approved by the Office thirty days before the end of the Grant period. Allowable costs may be charged to this agreement only during the term of this agreement.

D. REPORTING REQUIREMENTS

1. The Grantee shall submit Quarterly Progress Reports in accordance with the timeline detailed below. Quarterly Progress Report forms will be provided by the Office. Quarterly reports shall be submitted beginning October 15, 2019 and the 15th of the month after each quarter ends thereafter.

Quarter	Dates	Quarterly Report Due
1	Start Date – Sept. 30	October 15
2	Oct. 1 – Dec. 31	January 15
3	Jan. 1 – Mar. 31	April 15
4	Apr. 1 – June 30	July 15

2. The Grantee shall submit an Annual Progress Report in accordance with the South

Carolina Solid Waste Policy and Management Act of 1991 detailing the tonnages of recyclable materials recovered.

3. The Grantee must submit the appropriate reports as required under the guidelines of the South Carolina Solid Waste Policy and Management Act of 1991 to participate in the program. All recycling projects must be consistent with the county or region plan submitted to DHEC.
4. The Grantee shall keep accurate records regarding the amount of materials recovered and recycled. The Grantee shall include this information in the progress reports.

E. PAYMENTS

1. Payment will be made on a reimbursement basis. All reimbursements must be requested with the reimbursement request form, which will be supplied by the Office. Detailed invoices and documentation must accompany each reimbursement request. Reimbursements will be made in accordance with the recipient's approved budget requirements as submitted and approved herein. Reimbursements shall not be requested until the goods have been delivered to the Grantee or the services have been provided, unless otherwise approved by the Office.
2. Reimbursement of the Grantee's travel expenses, including room and board, incurred in connection with the services under this grant agreement will be limited to the standard rates for State employee travel in effect during the period of this grant agreement and will be included within the maximum amount of the grant agreement.

[REFERENCE:<http://www.state.sc.us/dio/OIOTravelRegulations.htm>]

The State of South Carolina's standard rate for hotels will be at the established federal Government Services Administration rate or below for the area of travel. These rates can be found at <http://www.gsa.gov>.

The Grantee must submit lodging receipts showing a zero balance when seeking reimbursement. Out-of-state travel is eligible for reimbursement only if approved in advance in writing. The request for approval must include a breakdown of all proposed travel expenses including, but not limited to, airfare, registration, and lodging and an explanation of how the travel is related to the activities described in the Scope of Services.

3. All final reimbursement requests must be made within forty-five (45) days of the end of the grant period. At the end of the 45-day period, the grant will be closed and no additional reimbursements will be allowed. Failure to comply with the terms of this agreement shall result in refusal of reimbursement of grant funds to the Grantee.

F. GRANTEE'S RESPONSIBILITY

1. The Grantee shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this grant. The failure or omission of the Grantee to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this grant.

2. The Grantee will be required to assume sole responsibility for the complete effort as required by this grant. The Office will consider the Grantee to be the sole point of contact with regard to grant matters.
3. The Grantee shall be responsible for the procurement, installation, operation and overall execution of the project herein referenced. The Grantee may enter into agreements or contracts with municipalities, county governments or other independent entities to perform any task specified in the Scope of Work.
4. The Grantee shall not provide any DHEC grant funds to private sector recycling programs unless specifically contracting for goods or services.
5. Obligations on any outstanding Used Oil Recycling Grant must be fulfilled before any reimbursements are made on a new Used Oil Recycling Grant unless otherwise approved by the Office.
6. All professional development must be pre-approved by the Office in order to qualify for reimbursement. The Professional Development Approval Form (travel) will be provided by the Office.
7. All signs and educational material must be pre-approved by the Office prior to production or printing. Draft signs and educational material must be submitted using the Promotional/Educational Approval Verification Form supplied by the Office. The Office reserves the right to deny reimbursement for any material that has not been pre-approved. Approval for activities described in the grant application does not constitute approval of specific educational materials.
8. The Grantee must provide documentation that the local government owns or has a signed lease agreement for any land that may be used in conjunction with the project before any equipment can be purchased.
9. Grantees that own or operate used oil collection centers must ensure that their used oil and oil/gas mixtures are transported only by transporters who have obtained a DHEC identification number and a registration from the DHEC.
10. Grantees that own or operate used oil collection centers must comply with the generator standards in Subpart C of regulation R. 61-107.279 – Solid Waste Management: Used Oil.
11. The grantee will be responsible for ensuring that used oil and/or oil/gas mixtures transported from the used oil collection centers is recycled at an approved facility. The grantee is also responsible for ensuring that used oil filters and oil bottles collected under this grant are recycled.
12. Grantees that own or operate used oil collection facilities must notify the DHEC in writing if they intend to cease the collection of used oil, oil/gas mixtures, oil filters or oil bottles.
13. Containers and tanks used to store used oil at collection centers must be equipped with a secondary containment system capable of retaining the volumetric contents of the largest tank or container.

14. The secondary containment system must consist of, at a minimum: (a) dikes, berms, retaining walls, or similar structures and (b) a floor. The floor must cover the entire area within the dikes, berms, retaining walls or similar structures. On some tanks, the secondary containment may be a built-in feature of the tank.
15. The entire containment system, including walls and floor, must be sufficiently impervious to used oil to prevent any used oil released into the containment system from migrating out of the system to the soil, groundwater, or surface water.
16. Oil collection tanks, containment systems, oil bottle collection containers, oil bottle drain racks, and oil filter collection containers are to be placed on a concrete pad under a cover of a size sufficient to prevent rainwater from collecting in the containment basin and to prevent any used oil from migrating into the environment.
17. The design, installation and operation of all sites at which mixtures of used oil and gasoline are accepted must be in accordance with all applicable state and local requirements, including locally adopted building and fire codes. The Grantee shall contact the local governmental authorities having jurisdiction [building official, fire official, etc.] to determine the local requirements for these facilities, such as permitting, plan review, testing and any other legal requirements that may be applicable.
18. Oil collection facilities that collect used motor oil and/or oil/gas mixtures where total aggregate capacity exceeds 1320 gallons, must operate according to Spill Prevention, Control and Counter Measures (SPCC) rule.
19. If a hazardous substance is found to be mixed with used oil accepted from the public at a permitted used oil collection facility, costs for the proper disposal of this contaminated waste (not to exceed \$500,000 per year) will be incurred by the Petroleum Fund, if no more than five gallons of used oil was accepted from any one person at any one time.

II. STANDARD TERMS AND CONDITIONS

- A. **MINORITY BUSINESS:** The Grantee must agree to make positive efforts to use small and minority owned businesses and individuals.
- B. **SUBCONTRACTORS:** Grantee shall not subcontract any of the work or services covered by this grant without DHEC's prior written approval.
- C. **ASSIGNMENT:** The Grantee cannot assign or transfer the grant or any of its provisions without DHEC's written consent. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of the Grantee is considered an assignment.
- D. **AMENDMENTS:** This grant may only be amended by written agreement of all parties, which must be executed in the same manner as the grant.
- E. **RECORDKEEPING, AUDITS, & INSPECTIONS:** The Grantee shall create and maintain adequate records to document all matters covered by this grant. The Grantee shall retain all such records for six (6) years or other longer period required by law after termination, cancellation, or expiration of the Grant, and make records available for inspection and audit at any time DHEC deems necessary. If any

litigation, claim, or audit has begun but is not completed at the end of the six-year period, or if audit findings have not been resolved at the end of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Grantee shall allow DHEC to inspect facilities and locations where activities under this grant are to be performed on reasonable notice. Unjustified failure to produce any records required under this paragraph may result in immediate termination of this Grant with no further obligation on the part of DHEC.

The Grantee must dispose of records containing DHEC confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DHEC, or known or believed by the Grantee or Grantee's employee or agent to be claimed as confidential or entitled to confidential treatment.

F. TERMINATION:

1. Either party may terminate the grant by providing thirty (30) days written notice of termination to the other party.
2. DHEC funds for this grant are payable from State fees. If funds are not appropriated or otherwise available to DHEC to pay the charges or fund activities under this grant, it shall terminate without any further obligation by DHEC upon written notice to the Grantee. Unavailability of funds will be determined in DHEC's sole discretion. DHEC has no duty to reallocate funds from other programs or funds not appropriated specifically for the purposes of this grant.
3. DHEC may terminate this grant for cause, default or negligence on the Grantee's part at any time without thirty (30) days advance written notice. DHEC may, at its option, allow the Grantee a reasonable time to cure the default before termination.
4. The Office shall have the right to terminate a grant award and demand refund of grant funds for non-compliance with federal, state or local regulations, the terms of the grant award or these guidelines. The Office shall declare the local government or region ineligible for further participation in the program until the local government or region complies with the regulations, the terms of the grant award or these guidelines.

G. NON-DISCRIMINATION: No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this grant on the grounds of race, religion, color, sex, age, national origin, disability, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.

H. INSURANCE: During the term of this grant, the Grantee will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect the Grantee from the types of claims which may arise out of or result from the Grantee's activities under the grant and for which the Grantee

may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and /or malpractice insurance covering any professional services to be performed under the grant, and general liability insurance. If coverage is claims-based, the Grantee must maintain in force and effect any "claims made" coverage for a minimum of two years after the completion of all work or services to be provided under the grant. The Grantee may be required to provide DHEC with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its own employees.

- I. **DRUG FREE WORKPLACE:** By signing this grant, the Grantee certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, S.C. Code of Laws, Section 44-107-10 et. Seq. as amended.
- J. **STANDARD OF CARE:** The Grantee will perform all services under this agreement in a good and workmanlike manner and with at least the ordinary care and skill customary in the profession or trade. The Grantee and the Grantee's employees will comply with all professional rules of conduct applicable to the provision of services under the grant.
- K. **NON-INDEMNIFICATION: LIMITATION ON TORT LIABILITY:** Any term or condition of this Grant or any related agreements is void to the extent it: (1) requires DHEC to indemnify, defend, or pay attorney's fees to anyone for reason; or (2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, contract, equitable indemnification, or any other theory or claim.
- L. **RELATIONSHIP OF THE PARTIES:** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this grant. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services under this grant agreement.
- M. **CHOICE OF LAW:** The grant agreement, any dispute, claim, or controversy relating to the grant agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the state of South Carolina, except its choice of law rules.
- N. **DISPUTES:** All disputes, claims, or controversies relating to the Agreement shall be resolved in accordance with the South Carolina Procurement Code, S.C. Code Section 11-35-10 *et seq.*, to the extent applicable, or if inapplicable, claims shall be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this Agreement, the Grantee consents to jurisdiction in South Carolina and to venue pursuant to this Agreement. The Grantee agrees that any act by DHEC regarding the Agreement is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution, and is not a consent to the jurisdiction of any court or agency of any other state.

- O. **DEBARMENT:** The Grantee certifies that it has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of grants by any state, federal or local agency. This certification is a material representation of fact upon which reliance was placed when entering into this grant. If it is later determined that the Grantee knowingly or in bad faith rendered an erroneous certification, DHEC may terminate the grant for cause in addition to other remedies available.
- P. **SERVICE OF PROCESS:** The Grantee consents to service of process by certified mail (return receipt requested) to the address provided as the Grantee's Notice Address herein, or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.
- Q. **NOTICE:** All notices under this grant agreement may be given by personal delivery, fax or e-mail (with confirmed receipt), or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other persons, addresses and fax numbers as a party may designate by notice to the other parties). Notice shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

City of Myrtle Beach
John Pedersen
PO Box 2468
Myrtle Beach, SC 29578

DHEC
Jana White
2600 Bull Street
Columbia, SC 29201
1-800-768-7348
swgrants@dhec.sc.gov

If any individual named above is no longer employed by the party in the same position at the time notice is to be given, and the party has failed to designate another person to be notified, then notice may be given to the named person's successor, if known, at the same address.

- R. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws and regulations in the performance of this grant agreement.
- S. **THIRD PARTY BENEFICIARY:** This grant is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this agreement as a third party beneficiary or otherwise.
- T. **INSOLVENCY, BANKRUPTCY, AND DISSOLUTION:** (a) Notice. The Grantee shall notify DHEC in writing within five (5) days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and

a listing of State contracts against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this grant. (b) Termination. This grant is voidable and subject to immediate termination by DHEC upon the Grantee's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, or ceasing to do business.

- U. **SEVERABILITY:** The invalidity or unenforceability of any provision of this grant shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.
- V. **WAIVER:** DHEC does not waive any prior or subsequent breach of the terms of this grant by making payments on the grant, by failing to terminate the grant for lack of performance, or by failing to enforce any term of the grant. Only the DHEC Contracts Manager has actual authority to waive any of DHEC's rights under this grant. Any waiver must be in writing.
- W. **PLACE OF CONTRACTING.** This Agreement is deemed to be negotiated, made, and performed in the state of South Carolina.
- X. **ATTACHMENTS/ENTIRE AGREEMENT:** Any attachments, addenda or other materials attached to the grant agreement are specifically incorporated into and made part of this grant agreement. This grant agreement, with all attachments, represents the entire understanding and agreement between the parties with respect to the subject matter of this grant agreement and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties. The terms of this grant agreement take priority over any conflicting or inconsistent terms of any other document, invoice, or communication between the parties.
- Y. **PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE:**
DHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or grantee shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other "whistleblower" statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and State laws prohibiting false claims and DHEC's policies and procedures regarding false claims may be obtained from the DHEC's Contracts Manager or Bureau of Business Management.

Any employee, agent or contractor of DHEC who submits a false claim in violation of federal or State laws will be reported to appropriate authorities.

If the Grantee, Grantee's agents or employees have reason to suspect FWA in agency programs, this information should be reported in confidence to DHEC. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull Street, Columbia, SC, 29201; or by calling the DHEC Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. The Grantee is required to inform the Grantee's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency. The Grantee must also inform the Grantee's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

- Z. OTHER REPRESENTATIONS OF GRANTEE:** The Grantee represents and warrants:
- (a) Grantee has the professional, technical, logistical, financial, and other ability to perform its obligations under this Agreement.
 - (b) Grantee's execution and performance of this Agreement do not violate or conflict with any other obligation of Grantee.
 - (c) Grantee has no conflict of interest with its obligations under this Agreement
 - (d) Grantee has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.
 - (e) Grantee has not previously been found in breach or default of any government contract, and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government contract, except as disclosed in Exhibit ____.
 - (f) Grantee is not and has not been subject to a Corporate Integrity Agreement within the last seven years, except as disclosed in Exhibit ____.
- AA. EQUIPMENT:**
- 1. Equipment and/or supplies having a value of \$1,000.00 or greater will remain the property of the Grantee.
 - 2. Equipment is defined as items of a permanent nature that can be used continuously and with a useful life of at least two years, and a cost of \$1,000.00 or greater. Transportation, installation charges and sales tax on equipment are a part of the cost of equipment.
 - 3. Equipment purchased is to be utilized for the full manufacturer's life expectancy and maintained per manufacturer's recommendations.
- BB. LICENSE/ACCREDITATION:** The Grantee represents and warrants that the Grantee and Grantee's employees and/or agents to perform services under this agreement currently hold in good standing all federal and state licenses (including professional licenses), certifications, approvals, and accreditations necessary to perform services

under this grant, and that the Grantee has not received notice from any governmental body of any violation or threatened or actual suspension or revocation of any such licenses, certifications, approvals, or accreditations. The Grantee and its employees/agents shall maintain licenses, certifications, and accreditations in good standing during the term of this grant. The Grantee will immediately notify DHEC if a board, association, or other licensing or accrediting authority takes any action to revoke or suspend the license, certification, approval, or accreditation of the Grantee or Grantee's employees or agents providing or performing services under this grant.

CC. RECORDS RETENTION:

1. Records with respect to all matters covered by this grant agreement shall be retained by the Grantee for six (6) years after the end of the grant period, and shall be available for audit at any time such audit is deemed necessary by DHEC. If an audit has begun but is not completed at the end of the six-year period, the records shall be retained until resolution of the audit findings.
2. The Grantee must maintain a file with copies of related documents including, but not limited to, copies of the application and the grant agreement, all expenditure information, vouchers, receipts, solicitation notices, contracts, subcontracts, leases, travel and public education preapprovals, agreements and legal documents for inspection and review by the Office.

DD. PROCUREMENT:

1. All purchases of goods and services shall be made according to the established procurement policy of the Grantee, provided that its procurements conform with the South Carolina Procurement Code Guidelines. If the Grantee has no established procurement policy, it must follow the South Carolina Procurement Code guidelines, Sec. 11-35-1550. The Grantee's procurement policy may be reviewed to assure that it is as restrictive as these standards and that it provides fair and open competition.
2. Sole source justifications must conform with the South Carolina Procurement Code Guidelines, Sec. 11-35-1560, Sole Source Procurement.
3. The grantee shall procure products and materials with recycled content where practicable. The decision not to procure such items shall be based on a determination that such procurement items are not available within a reasonable period of time, fail to meet performance standards or are only available at a price that exceeds by more than seven and one-half percent the price of alternative items.

EE. CONFLICT OF INTEREST:

Personnel or other officials connected with this grant shall adhere to the requirements given below.

1. **Advice:** No official or employee of a local government or of non-government subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise in any proceeding, application, request for a ruling or other determination, contract, cooperative agreement, claim, controversy or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization with which he is involved or negotiating with, has a financial interest.

No DHEC employee shall participate in the completion of, be responsible for, participate personally through decision, approval, disapproval, the completion of the application, or be directly involved or responsible for the implementation of the grant project.

2. Appearance: In the use of these grant funds, officials or employees of local governments and non-government subgrantees shall avoid any action which might result in or create the appearance of:
 - a) Using his official position for private gain;
 - b) Giving preferential treatment to any person;
 - c) Losing complete independence or impartiality;
 - d) Making an official decision outside official channels, or
 - e) Affecting adversely the confidence of the public in the Integrity of the state government or the program.

FF. REIMBURSEMENTS TO DHEC: In the event Grantee fails to perform the services described herein and has previously received financial assistance from DHEC, Grantee shall reimburse DHEC to the full extent of payments made. However, if the services described herein are partially performed, and Grantee has previously received financial assistance from DHEC, Grantee shall proportionally reimburse DHEC for payments made.


GG. COPYRIGHT: Ownership of all copyrightable or patentable subject matter developed, created, or invented under this agreement shall belong to DHEC. To the extent permitted under federal copyright law, any such copyrightable work shall be considered a work made for hire. To the extent any such work may not be considered a work made for hire under federal copyright law, Grantee irrevocably assigns and agrees to assign all right, title, and interest in such work to DHEC. Grantee irrevocably assigns and agrees to assign all right, title, and interest in any invention or other patentable subject matter to DHEC. Grantee shall execute without additional compensation any additional documents DHEC may reasonably require to effectuate or perfect such rights, including, without limitation, additional assignments, copyright registration applications, patent applications, affidavits, and other documents and instruments.

HH. OPEN TRADE REPRESENTATION: The Grantee represents that the Grantee is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in S.C. Code Section 11-35-5300.

II. OPEN TRADE: During the agreement term, including any renewals or extensions, the Grantee will not engage in the boycott of a person or an entity based in doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in S.C. Code Section 11-35-5300.


JJ. OFFER AND ACCEPTANCE
The state of South Carolina, acting by and through the Department of Health and Environmental Control (DHEC), hereby offers assistance to the local government of City of Myrtle Beach for all allowable costs incurred up to and not exceeding \$ 750.00.

DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL (DHEC):

 for 6-12-19
Myra Reece Date
Director of Environmental Affairs

BY AND ON BEHALF OF THE DESIGNATED LOCAL GOVERNMENT:

(The Grantee's authorized representative, the financial representative and contact person must sign the grant instrument and return the original to the Office.)

 6/27/19
Signature of Authorized Representative Date

 6-27-19
Signature of Contact Person Date

Signature of Financial Officer Date