

City Council Minutes
November 1, 2022

Orangeburg City Council held its regularly scheduled meeting on Tuesday, November 1, 2022, at 6:00 PM with Mayor Michael C. Butler presiding.

PRESENT:

Michael C. Butler, Mayor
Dr. Kalu Kalu, Mayor Pro Tem
Bernard Haire
Jerry Hannah
L. Zimmerman Keitt
Sandra P. Knotts
Richard F. Stroman

A motion was made by Councilmember Stroman, seconded by Councilmember Keitt to approve the October 18, 2022, City Council minutes. The motion was unanimously approved.

Mayor Butler recognized "Courage" as the November 2022 Orangeburg County Community of Character trait.

Mr. Mike Dennis, Executive Director, Tri-Country Commission on Alcohol and Drug Abuse addressed Council concerning an update of services provided. He stated, "We offer an Employee Assistance Program for many businesses in the area which the City participates in. It is a prepaid benefit, so the employee and dependents do not have to pay for the services. Employees can come for issues related to stress, anxiety, depression, marital and relationship issues which if left untreated can have a tremendous impact on the employee and the business. Our budget allows us to provide services to the citizens in our county at no charge if they do not have the ability to pay. If someone has third-party insurance or Medicaid, we will bill it. In addition to our location on Cook Road, we have satellite offices in Santee and Bamberg. Lastly, I wanted to talk about the current opioid issue. In South Carolina this year, there have been about 15,000 overdoses, with about 2,000 resulting in death. We are a distributor of NARCAN, an opioid overdose reverse medication. If it is administered to someone who is in an opioid overdose, it will revive them. It blocks the effects of the opiate on the receptors in the brain which allow you to recover and live. We have trained over 100 law enforcement officers in our three counties. All of law enforcement first responders in the area are carrying NARCAN and we have it available for anyone in the community. They do not have to be a client of ours or have a substance abuse issue. A 15-minute training is given to explain how to recognize an overdose, how to administer it, and what to do once they are waiting on first responders."

Councilmember Keitt stated, "I have noticed there are more vaping stores than ever, and some are located close to schools."

Mr. Dennis stated, "Vaping has increased dramatically. We have a prevention department that speaks to schools and civic organizations about how to identify, react, and respond, and then what measures the school can take if they identify someone who is using a substance to encourage them to get into treatment. Locations of vaping stores is an ordinance issue that you need to talk with Mr. Evering or Mr. Singh."

Mayor Pro Tem Kalu asked, "How endemic is the illicit fentanyl problem here in the county? Is your department licensed to prescribe or administer Methadone?"

Mr. Dennis responded, "Chief probably has a better handle on that, but we do know that fentanyl is a huge problem nationwide. There is a no Methadone clinic in any of our three counties. The nearest Methadone clinic would be in Columbia."

City Council and Department of Public Utilities Manager Warren Harley recognized Mr. Richard Wayne Stack with a Retiree Resolution for thirty-one years, one month and eleven days with a retirement date of October 28, 2022.

City Council and City Administrator Sidney Evering recognized the Brant Family for over 192 years combined service to the City of Orangeburg.

Ms. Nickie Toomes, Area Specialist, United States Department of Agriculture, addressed Council concerning a Resolution for acceptance of the USDA Community Facility Grant in the amount of \$857,075 and authorization for the City Administrator to execute the agreement. She stated, "Congratulations on behalf of our State Director, Dr. Sandra Glover, our Area Director, Mr. George W. Hicks, Jr., and the Community Facilities Program Director, Ms. Michele Cardwell. We are happy the City of Orangeburg participated in this new grant program. This USDA grant is for firetrucks, rescue vehicles, emergency medical care equipment, and communications equipment. The total USDA grant is \$857,075. The total project cost is \$2,448,787 with the City of Orangeburg contributing \$1,591,712. There is a grant resolution for Council to vote to receive these grant funds and in the grant resolution it states that this is for the firetrucks, rescue vehicles, emergency medical care equipment, and communications equipment for the City of Orangeburg Emergency Rural Development Healthcare Grant and it names out the numbers of forms that will be signed tonight."

Councilmember Hannah asked, "Can you explain the breakdown of the numbers?"

Ms. Toomes responded, "The City of Orangeburg qualifies for 35% grant based on the median household income of the 2010 Census. 35% of the total project cost which was \$2,448,787 is the USDA grant amount and the City of Orangeburg through their own funds or other funding sources would contribute 65% toward the total project cost."

Mayor Pro Tem Kalu asked, "Out of the total cost of the project, we qualified for 35% that means the City will have to chip in 65%. Do you have that money?"

City Administrator Evering responded, "Yes. If you recall Council approved the purchase of the fire apparatus. We have already purchased those firetrucks and we will use this money as a reimbursement."

A motion was made by Mayor Pro Tem Kalu, seconded by Councilmember Keitt to approve a Resolution for acceptance of the USDA Community Facility Grant in the amount of \$857,075 and authorization for the City Administrator to execute the agreement. The motion was unanimously approved.

City Administrator Evering addressed Council concerning City of Orangeburg Downtown Mural Project. He stated, "As you have seen in other communities, murals have been used to enhance the look of a city, particularly downtown. They have also become tourist attractions in many areas. We have partnered with DORA for a mural project to select six murals throughout the City of Orangeburg. This is a great opportunity to bring the community together with ideas, have preferably local artists come up with concepts and provide the murals throughout the City."

DORA Executive Director Roberson stated, "The process to develop the murals is multi-step. First, we will release a Request for Qualifications (RFQ) to identify artists. If you are an artist, you love to do murals, or if you are a local art teacher, come to us. We will vet our muralists, select our muralists, and then work with the muralists and the community to develop the design of the mural. Our goal is that every mural will be unique to Orangeburg and to itself. We will have several, six preferably, throughout the City of Orangeburg. We will also be establishing the location in the next few months. We are looking at the first mural to be located at DORA Park which is the building on Middleton that the City of Orangeburg currently owns. The Downtown Pavilion is a possible second mural location as it is the location of the majority of the community events in the downtown district. If you own a building in downtown or within the City limits and you are interested in partnering with us in this mural project, please reach out to me at DORA or City Administrator Evering. We will develop the timeline so more information will be coming soon."

City Administrator Evering addressed Council concerning Approval of Nominations to the Employee Grievance Committee. He stated, "You received in your packets a memo regarding the Grievance Committee with recommendations for your consideration. Currently, we have three vacancies on the committee because of resignations. Also, we are recommending one of the vacancies be filled with a current alternate so there will be an alternate spot that needs to be filled. The following are recommendations for this Committee: Michelle Corbett, Finance Department,

James Seal, Parks and Recreation Department, and Latoya Walker, Public Works Department move from an alternate to the committee and Olivia Singletary, IT Department as an alternate.”

A motion was made by Councilmember Stroman, seconded by Councilmember Keitt to appoint Michelle Corbett to the Grievance Committee. The motion was unanimously approved.

A motion was made by Councilmember Keitt, seconded by Councilmember Stroman to appoint Latoya Walker to the Grievance Committee. The motion was unanimously approved.

A motion was made by Mayor Pro Tem Kalu, seconded by Councilmember Keitt to appoint James Seal to the Grievance Committee. The motion was unanimously approved.

A motion was made by Councilmember Keitt, seconded by Mayor Pro Tem Kalu to appoint Olivia Singletary as an alternate to the Grievance Committee. The motion was unanimously approved.

City Administrator Evering addressed Council concerning First Reading of an Ordinance Amending Article VIII of the City Code to Provide for a Public Safety Citizens Advisory Panel (CAP). He stated, “As you may recall, Council approved First Reading to Recodification of our City Ordinances which included a section to provide for the Citizens Advisory Panel. We have subsequently found some discrepancies, and we wanted to get those corrected before we ask you to move forward with the Second Reading of the Recodification. Because there is so much interest in the Citizens Advisory Panel, we want to pull that section out separately so we can continue moving forward with that process. The Citizens Advisory Panel is a panel that will be an independent panel made up of seven citizens that you all appoint from your individual districts and there will also be three non-voting members to include a high school student, a DPS Police Officer and a DPS Fire Engineer. The purpose of the panel is to work with DPS to address any internal and external issues that are brought to the Citizens Advisory Panel’s attention. This grew out of some previous incidents that we had, and it was suggested that we have this advisory panel.”

A motion was made by Councilmember Keitt, seconded by Councilmember Knotts to approve the First Reading of an Ordinance Amending Article VIII of the City Code to Provide for a Public Safety Citizens Advisory Panel (CAP). The motion was unanimously approved.


DPU Manager Harley addressed Council concerning Second Reading of an Ordinance Adopting Amended Natural Gas Rates for the Department of Public Utilities effective on December 1, 2022. He stated, “I remind you; you gave First Reading at the last Council meeting. This is not an increase in gas rates, but an addition of new rates available and will not impact any current customers. It will enable us to recruit new industry and be able to hopefully lower rates long term across the board.”

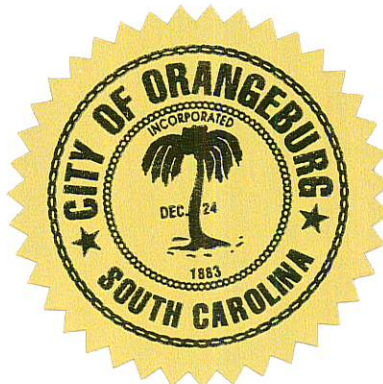
A motion was made by Councilmember Keitt, seconded by Councilmember Knotts to approve Second Reading of an Ordinance Adopting Amended Natural Gas Rates for the Department of Public Utilities effective on December 1, 2022. The motion was unanimously approved.

A motion was made by Mayor Pro Tem Kalu, seconded by Councilmember Keitt to enter into Executive Session concerning Personnel Matter – Performance Evaluation Discussion SC Code Sec. 30-4-70(a)(1) (a) City of Orangeburg Administrator. The motion was unanimously approved.

There being no further business, the meeting was adjourned.

Respectfully submitted,


Linda McDaniel
City Clerk



VOID

VOID

VOID

VOID



COMMUNITY FACILITY GRANT RESOLUTION
FOR THE CITY OF ORANGEBURG, SOUTH CAROLINA.

WHEREAS, the City Council ("Council") of the City of Orangeburg ("City"), to assist in the need for essential community facilities in rural areas of South Carolina and for funding of the purchase of Fire and EMS Communications and Equipment, the City has applied to USDA-Rural Development for a Community Facility Grant in the amount of \$857,075.00.

NOW, THEREFORE, the Council, in duly called and held a meeting, at which a quorum was present and acting throughout, resolves:

1. The City agrees and approves the following items, a copy of each of which is, collectively, attached as Exhibit A:

- a. Form RD1940-1, Request for Obligation of Funds;
- b. Form RD 400-1, Equal Opportunity Agreement;
- c. Form 400-4, Assurance Agreement;
- d. Form 1942-46, Letter of Intent to Meet Conditions;
- e. RD 3570-3, Agreement for Administrative Requirements for Community Facilities Grants;
- f. AD-1047, Certification Regarding Debarment, Suspension, and other Responsibility Matters – Primary covered Transactions;
- g. AD-1048, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions;
- h. AD-1049, Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative I – for Grantees Other Than Individuals; and
- i. Exhibit A-1 of RD Instruction 1940-Q, Certification for Contracts, Grants, and Loans.

2. The City authorizes (a) the City Administrator to execute any and all documents and to take any and all further actions, as may be reasonably necessary and prudent to effect this Resolution's intent, and (b) the City Clerk to attest and deliver any such documents.

3. If any part of this Resolution is unenforceable for any reason, then the remainder of this Resolution remains in full force and effect.

4. All resolutions, orders, and parts thereof in conflict with this Resolution, are to the extent of that conflict, repealed. This Resolution shall take effect and be in full force upon adoption by the Council.

ADOPTED BY the City Council on November 1, 2022.

Mayor

Michael C. Butler

Members of Council

James Haire

Sandra G. Howell

James [unclear]

[unclear]

Richard F. Stum-

Liz Zimmerman [unclear]



Attest:

Linda McDaniel

City Clerk

COMMUNITY FACILITY GRANT RESOLUTION

State of South Carolina
County of Orangeburg

For funding of the purchase of Fire and EMS Communications and Equipment, City of Orangeburg has made application to USDA, Rural Development for a Community Facility Grant in the amount of \$ 857,075.00 to assist in the need for essential community facilities in rural areas of South Carolina.

A meeting of the City of Orangeburg Council, governing body, was duly called and held. The governing body is composed of 7 members of whom 7, constituting a quorum, were present at this meeting. At the meeting, the City of Orangeburg Council, governing body, adopted a resolution agreeing to the responsibilities and requirements of Form RD1940-1, "Request for Obligation of Funds," with attachment and authorizing Sidney Evering II, City Administrator, and Linda McDaniel, City Clerk, to execute this form and Forms RD 400-1, "Equal Opportunity Agreement," 400-4, "Assurance Agreement," and 1942-46, "Letter of Intent to Meet Conditions," RD 3570-3, "Agreement for Administrative Requirements for Community Facilities Grants," AD-1047, "Certification Regarding Debarment, Suspension and other Responsibility Matters – Primary covered Transactions," AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," AD-1049, "Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative I – for Grantees Other Than Individuals," and Exhibit A-1 of RD Instruction 1940-Q, "Certification for Contracts, Grants, and Loans."

The vote was:

Yeas 7 Nays 0 Absent 0

SEAL

Attest:

Linda McDaniel
Linda McDaniel, City Clerk



Sidney Evering II City Administrator

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED () Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID 46-038-725688326		LOAN NUMBER	FISCAL YEAR 2022
2. BORROWER NAME City of Orangeburg		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)	
		4. STATE NAME South Carolina	
		5. COUNTY NAME Orangeburg	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - A/AN 4 - HISPANIC 5 - A/P/	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER	8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.
10. SEX CODE 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN. MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1 - YES 2 - NO	13. CREDIT REPORT 1 - YES 2 - NO
14. DIRECT PAYMENT (See FMI)	15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 1 - YES 2 - NO	
17. COMMUNITY SIZE 1 - 10 000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000		18. USE OF FUNDS CODE (See FMI)	
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE 886 (See FMI)	20. PURPOSE CODE 8	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN	25. AMOUNT OF GRANT \$857,075.00	
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL MO DAY YR 09-26-2022	28. INTEREST RATE 0 %	29. REPAYMENT TERMS
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)	32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN		
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR	34. BEGINNING FARMER/RANCHER (See FMI)		

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder COPY 1 - Finance Office COPY 2 - Applicant/Lender COPY 3 - State Office

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0062. The time required to complete this information collection is estimated to average 13 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. YES NO

WARNING:

Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Attest By Linda McDaniel, City Clerk

Date 11/2, 2022

Sidney Evering II, City Administrator (Signature of Applicant)

Date _____, 20____

(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: Michele J. Cardwell

Date Approved: _____

Title: CF Program Director

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

ATTACHMENT TO FORM RD 1940-1

35. Comments and Requirements of Certifying Official:

These funds are extended to the City of Orangeburg for the purchase of Emergency Medical Services Vehicles. These funds will be approved subject to the Recipient satisfying all grant closing instructions, all conditions in the Letter of Conditions (LOC), and any amendments thereto prior to the closing.

City of Orangeburg understands the requirements for receipt of funds under the Community Facilities Loan Program. The Recipient assures and certifies that it is in compliance with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set forth in 7 CFR 3015, 3016, or 3019 as subsequently modified, and the Letter of Conditions (LOC).



Sidney Evering II, City Administrator

10-28-2022

Date

ATTEST:



Linda McDaniel, City Clerk

10-28-2022

Date




**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME City of Orangeburg	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Sidney Evering II, City Administrator	
SIGNATURE(S) 	DATE 11-1-2022

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.




**Certification Regarding Debarment, Suspension, and Other Responsibility Matters
 Primary Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A.2.) of this certification; and
 4. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME City of Orangeburg	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Sidney Evering II, City Administrator	
SIGNATURE 	DATE 11-1-2022

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2500 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program_intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.




**Certification Regarding Drug-Free Workplace Requirements (Grants)
Alternative I – For Grantees Other Than Individuals**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing §§ 5151-5160 of the Drug-Free Workplace Act of 1998 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. § 8101 et seq.), and 2 CFR Parts 182 and 421. The regulations were amended and published on June 15, 2009, in 74 Fed. Reg. 28150-28154 and on December 8, 2011, in 76 Fed. Reg. 76610-76611. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read instructions on page three before completing certification.)

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing an ongoing drug-free awareness program to inform employees about –
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.
 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.1.
 4. Notifying the employee in the statement required by paragraph A.1 that, as a condition of employment under grant, the employee will –
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction;
 5. Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph A.4.b from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph A.4.b, with respect to any employee who is so convicted –
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;

<p>7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A.1 through A.6.</p> <p>B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:</p>	
<p>PLACE OF PERFORMANCE <i>(Street Address, City, County, State, Zip Code)</i></p> <p>979 Middleton Street, Orangeburg, SC 29116</p>	
<p>Check <input type="checkbox"/> if there are workplaces on file that are not identified here.</p>	
<p>ORGANIZATION NAME</p> <p>City of Orangeburg</p>	<p>PR/AWARD NUMBER OR PROJECT NAME</p>
<p>NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)</p> <p>Sidney Evering II, City Administrator</p>	
<p>SIGNATURE</p> 	<p>DATE</p> <p>11-1-2022</p>

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

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(Rev. 07-20)

COMMUNITY FACILITIES GRANT AGREEMENT

Grantee and Agency

This Grant Agreement (Agreement) dated 11-1-2022, is a contract for receipt of grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 2 C.F.R. Part 200, "UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS", which are incorporated by reference into this Agreement. Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants and are also incorporated by reference into this Agreement.

This Agreement for the Project and Amount described below (the "Project Description") and for the Community Facilities grant, CFDA Number 10.766, is between the Grantee, a public body, nonprofit corporation or Indian tribe (you), and the United States of America acting through the Rural Housing Service (RHS or Agency).

I. GENERAL AWARD INFORMATION

1. Grantee Name & Address Orangeburg, City of	2. DUNS No.	3. SAM No.
P.O. Drawer 387 Orangeburg, SC 29116-038	4. Case No. 46-038-*****0242	
5. Federal Award Identification Number (FAIN)	6. Award Date 9-26-2022	
7. Performance Start Date 9-26-2022	8. Performance End Date 9-26-2027	
9. Amount of Federal Funds Obligated for this Action, and Total Amount of Federal Funds Obligated 857,075.00	10. Amount of Matching/Other Funds (if applicable) 1,591,712.00	
11. Total Project Cost (Budget Approved Amount) 2,448,787.00	12. Award as Percentage of Total Project Cost 0 %	
13. Grantee Contact (Name, Title, Contact Info) Sidney Evering II City Administrator	14. Agency Contact (Name, Title, Contact Info) Nickie Toomes, Area Specislist	
15. Description of Real Property covered by the grant none	16. Description of Equipment covered by the grant Emergency Equipment	

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is [0570-0050]. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The Agency has agreed to give the Grantee the Grant Funds, subject to the terms and conditions established by the Agency. Provided, however, that any Grant Funds actually advanced and not needed for grant purposes shall be returned immediately to the Agency. The Agency may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation.

II. RESPONSIBILITIES

A. Grantee. The Grantee shall cause said project to be completed within the total sums available to it, including Grant Funds, in accordance with any architectural or engineering reports, and any necessary modifications, prepared by Grantee and approved by the Agency as required by 7 C.F.R. part 3570. The Grantee will remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement including 7 C.F.R. part 3570, subpart B and 2 C.F.R. parts 200, 400, 415, 416, 417, 418, 421, and 422. The most commonly-referenced provisions are identified below.

1. **Financial and Program Management.** You must follow the financial and performance management requirements in 2 C.F.R. § 200.300-309.

a. **Financial Management.** You must maintain a financial management system in compliance with 2 C.F.R. § 200.302.

b. **Internal Controls.** You must maintain internal controls in compliance with 2 C.F.R. § 200.303.

c. **Payments.** You must comply with the payment requirements described in 2 C.F.R. § 200.305. Payment must be requested by using the SF-270, "Request for Advance or Reimbursement" or SF-271, "Request for Reimbursement for Construction Programs" (as applicable). Receipts, hourly wage rate, personnel payroll records, or other documentation must be provided upon request from RHS if the request is for an advance; otherwise, the documentation must be provided at the time of the request. Requests for payment must be sent to the Agency contact listed in Section I.14.

d. **Revisions of the Work Plan and Budget.** You must complete all elements of the Work Plan in Attachment A in accordance with that Attachment and must use project funds only for the purposes and activities specified in Attachment A - Approved Work Plan and Budget. You must further complete the outcomes shown for each Work Plan items within the time and scope constraints shown in Attachment A. You must report any changes and request prior approvals in accordance with 2 C.F.R. § 200.308.

e. **Period of Performance.** You may only incur costs chargeable to the award in accordance with 2 C.F.R. § 200.309.

f. **Bonding.** You must maintain your fidelity bond coverage in the amount of \$ 0.00 for the Period of Performance of the award. (See 2 C.F.R. § 200.304)

- g. **Program Income.** You must comply with the requirements of 2 C.F.R. § 200.307. Additionally, if program income is earned during the period of performance, you may use it in accordance with 2 C.F.R. § 200.307(e)(2), provided that you inform us in writing of your intent prior to the award date. However, if you earn program income in excess of what can be used under 2 C.F.R. § 200.307(e)(2) or if you earn unanticipated program income, you must comply with 2 C.F.R. § 200.307(e)(1). Costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award.
- 2. **Procurement and Property Standards.** You must follow the procurement standards requirements in 2 C.F.R. § 200.310-326.
- 3. **Performance and Financial Monitoring and Reporting.** You must follow the requirements in 2 C.F.R. Part 170, including Appendix A, and 2 C.F.R. § 200.327-329, and submit reports as outlined below. Unless otherwise directed in the addendum to this Agreement, the reports are due as indicated below.
 - a. **Form SF-425, "Financial Status Report."** Reports are due 30 calendar days after the reporting period ends. A final report is due within 90 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):

Semi-Annually: January 1 – June 30 and July 1 – December 31

Semi-Annually: April 1 – September 30 and October 1 – March 31

Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31

- b. **Performance Reports.** SF-PPR, "Performance Progress Report" is due 30 calendar days after the reporting period ends. A final report is due within 90 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):

Semi-Annually: January 1 – June 30 and July 1 – December 31

Semi-Annually: April 1 – September 30 and October 1 – March 31

Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31

The performance narrative on the Performance Project Report shall include, but is not limited to, the following:

- i. Describe the activities that the funds reflected in the financial status report were used for;

- ii. A comparison of actual accomplishments to the objectives established for that period;
- iii. Reasons why established objectives were not met, if applicable;
- iv. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of project work elements during established time periods. This disclosure shall be accompanied by a statement of the action taken or planned to resolve the situation;
- v. Objectives and timetables established for the next reporting period;

The final report (due 90 calendar days after the period of performance end date) will also address the following:

- i. What have been the most challenging or unexpected aspects of this program?
 - ii. What advice, best practices, and actions would you recommend to other organizations planning a similar program that would increase the success of their program? Please include strengths and limitations of the program. If you had the opportunity, what would you have done differently?
4. **Operations.** The Grantee will manage, operate and maintain the facility, including this project if less than the whole of said facility, continuously in an efficient and economical manner in accordance with 7 C.F.R. § 3570.61(e).
5. **Funding.** The Grantee will not use grant funds to replace any financial support previously provided or assured from any other source. The Grantee agrees that the Grantee's level of expenditure for the Project shall be maintained and not reduced as a result of Grant Funds in accordance with 7 C.F.R. § 3570.66.
6. **Default.** Upon any default under its representations or agreements contained in this instrument, 2 C.F.R. Part 200, or 7 C.F.R. Part 3570, Grantee, at the option and demand of the Agency, will immediately repay to the Agency the Grant Funds with any legally permitted interest from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Agreement may be enforced by the Agency, at its option and without regard to prior waivers of previous defaults by Grantee, by judicial proceedings to require specific performance of the terms of this Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by the Agency to assure compliance with the provisions of this Agreement and the laws and regulations under which this grant is made.

7. **Real Property.** Use the real property including land, improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed and in accordance with 2 C.F.R. § 200.311; 2 C.F.R. § 200.312; 7 C.F.R. § 15.4(a)(2) and 7 C.F.R. § 3570.92. In accordance with Title VI of the Civil Rights Act of 1964, deeds for real property must comply with the requirements for the Reverter and Habendum clauses.
- a. Title to real property shall vest in the Grantee subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.
 - b. The Grantee shall obtain the Agency's approval to use the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Agency.
 - c. When the real property is no longer needed, as provided in paragraphs (a) and (b) above, the Grantee shall request disposition instructions from the Agency. The Agency will observe the following rules in the disposition instructions:
 - i. The Grantee may be permitted to retain title after it compensates the Federal government in an amount computed by applying the Federal percentage of participation in the cost of the original Project to the fair market value of the property;
 - ii. The Grantee may be directed to sell the property under guidelines provided by the Agency and pay the Federal government an amount computed by applying the Federal percentage of participation in the cost of the original Project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practical and result in the highest possible return;
 - iii. The Grantee may be directed to transfer title to the property to the Federal government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or Project to the current fair market value of the property;

Equipment. Abide by the following conditions pertaining to equipment which is furnished by the Agency or acquired wholly or in part with Grant Funds. Equipment is defined at 2 C.F.R. § 200.33 and is tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

- d. **Use of equipment.** The Grantee shall use the equipment in the Project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other federally sponsored activities, if any, in the following order of priority:
- i. Activities sponsored by the Agency.
 - ii. Activities sponsored by other Federal agencies.
- b. **Use of equipment.** During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to the Agency sponsored projects. Second preference will be given to other federally sponsored projects.
- c. **Disposition of equipment.** When the Grantee no longer needs the property as provided in paragraph 1 (a) and (b) above, the equipment may be sold or used for other activities in accordance with 2 C.F.R. § 200.313 and 7 C.F.R. §15.4(a)(3) :
- i. Equipment with a current fair market value of less than \$5,000. The Grantee may use the property for other activities without reimbursement to the Federal government or sell the property and retain the proceeds.
 - ii. Equipment with a current fair market value of \$5,000 or more. The Grantee may retain the property for other uses provided that compensation is made to the Agency. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original Project to the current fair market value of the property. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the Agency.
 - iii. The Agency shall determine whether the equipment can be used to meet RHS or its successor agency's requirements. If no such requirements exist, the availability of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Agency to determine whether a requirement for the equipment exists in other Federal agencies. They shall issue instructions to the Grantee no later than 120 days after the Grantee's request and the following procedures shall govern:

- If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share 10 percent of the proceeds or \$500, whichever is less, for the Grantee's selling and handling expenses.
 - If the Grantee is instructed to ship the property elsewhere, the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant Project or program to the current fair market value of the equipment plus any reasonable shipping or interim storage costs incurred.
 - If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Agency for such costs incurred in its disposition.
- d. The Grantee's property management standards for equipment shall be in accordance with 2 CFR § 200.313 and shall include:
- i. Property records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the Project for which the equipment was acquired; location, use, and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price, or the method used to determine current fair market value if the Grantee reimburses the Agency for its share.
 - ii. A physical inventory of equipment shall be taken, and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.
 - iii. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.
 - iv. Adequate maintenance procedures shall be implemented to keep the equipment in good condition.
 - v. Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return;

9. **Earned Interest.** Grantee agree to account for and to return to Agency interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or an instrumentality of a State shall not be held accountable for interest earned on Grant Funds pending their disbursement.
10. **Record Retention and Access.** You must retain records related to this work performed under this Agreement and allow access to them in accordance with 2 C.F.R. § 200.333-337.
11. **Closeout.** You must comply with the closeout requirements in 2 C.F.R. § 200.343.
12. **Post-Closeout Adjustments and Continuing Responsibilities.** You must continue to comply with the requirements in 2 C.F.R. § 200.344 even after the Period of Performance for this Agreement has ended.
13. **Cost Principles.** You must comply with the provisions in 2 C.F.R. Part 200, Subpart E.
14. **Audits.** You must comply with the provisions in 2 C.F.R. Part 200, Subpart F.
15. **Civil Rights Compliance.** Unless otherwise provided in the addendum, you must comply with Executive Order 12898, Executive Order 13166- Limited English Proficient, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973 as applicable. You must make the public facility or services available to all persons in the Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status or physical or mental disability at reasonable rates, including assessments, taxes, or fees. You may make modifications as long as they are reasonable and nondiscriminatory. Your compliance shall include collection and maintenance of data on race, sex, and national origin of your membership, ownership, and employees. This data must be available to us for Civil Rights Compliance Reviews. You must submit to a post-award compliance review conducted after the final disbursement of grant funds has occurred.
16. **Execute Agreements.** The Grantee will execute any agreements required by the Agency which the Grantee is legally authorized to execute. If any such agreement has been executed by the Grantee as a result of a loan being made to the Grantee by the Agency contemporaneously with the making of this grant, that agreement applies equally to the grant and another identical agreement need not be executed in connection with this grant.

17. **Universal Identifier and Central Contractor Registration.** The Grantee must have a Dun & Bradstreet Universal Numbering System (DUNS) number in order to apply for, receive, and report on a Federal award. Additionally, the Grantee must comply with the additional requirements set forth in Attachment C regarding the DUNS Requirements and the Central Contractor Registry (CCR) Requirements found at 2 CFR Part 25, including Appendix A. For the purposes of this Agreement, "you" in Attachment B shall mean "Grantee" as defined hereunder;
 18. **Federal Funding Accountability and Transparency Act.** The Grantee is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the Grantee at 2 CFR Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR Part 170 Reporting Subaward and Executive Compensation Information. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310. See also 2 C.F.R. § 200.11-200.113.
 19. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Agency or acquired wholly or in part with Agency funds without the written consent of the Agency except as provided in paragraph 8 (c).
 20. Not duplicate other Project purposes for which monies have been received, are committed, or are applied to from other sources (public or private).
- B. Rural Housing Service (RHS).** RHS has agreed to give the Grantee the grant funds, subject to the terms and conditions established by RHS. Provided, however, that any grant funds actually advance and not needed for grant purposes shall be returned immediately to RHS. RHS may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation. RHS shall remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement. The most commonly-referenced provisions are identified below.
1. **Payments.** We will advance or reimburse funds up to the Award Amount identified in Section I.9 upon the Grantee's proper request according to Section II.A.1.c.
 2. **Monitoring and Enforcement.** We will monitor the project to ensure that you are in compliance with the terms of the award. If we find that you are not in

compliance, we will enforce the terms of this Agreement using the provisions of 2 C.F.R. § 200.338-.342.

- a. Will assist Grantee, within available appropriations, with such technical assistance as Agency deems appropriate in planning the Project and coordinating the plan with local official comprehensive plans for essential community facilities and with any State or area plans for the area in which the project is located.
 - b. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Agency may determine to be (1) advisable to further the purpose of the grant or to protect Agency's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.
3. **Termination of This Agreement.** This Agreement may be terminated for cause in the event of default on the part of the Grantee or for convenience of the Agency and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Agency agree that the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds. In all cases termination and notification will be in accordance with 2 C.F.R. § 200.339 and 200.340.

C. Both Parties. The Grantee and RHS agree to the following:

1. **Invalid Clauses.** The invalidity of any one or more phrases, clauses, sentences, paragraphs, or provisions of this Agreement shall not affect the remaining portions of the Agreement.
2. **Conflict between this Agreement and Other Applicable Regulations or Laws.** If there is a conflict between this Agreement and the applicable Program Regulation, the applicable Program Regulation shall prevail. If there is a conflict between this Agreement and another law or regulation, RHS shall seek a legal opinion to determine which provision applies.
3. **Dates.** When the date fixed for the performance of an act under this Agreement is on a weekend or Federal holiday, then the performance by the close of business on the next Federal work day shall have the same force and effect as if made performed or exercised on the specified date.

Attachment A

Approved Work Plan and Budget

(The work plan must have time, scope, and outcome entries for each task.)

ATTACHMENT B

I. Reporting Subawards and Executive Compensation.

A. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - a. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

B. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:
 - a. the total Federal funding authorized to date under this award is \$25,000 or more;
 - b. in the preceding fiscal year, you received
 - i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards);
 - c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.html>)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - a. As part of your registration profile at <http://www.ccr.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives.

1. **Applicability and what to report.** Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if
 - a. in the subrecipient's preceding fiscal year, the subrecipient received—
 - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. **Where and when to report.** You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - a. To the recipient.
 - b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

1. Subawards, and
2. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions. For purposes of this award term:

1. **Entity** means all of the following, as defined in 2 CFR part 25:
 - a. A Governmental organization, which is a State, local government, or Indian tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization;
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a
 - f. non-Federal entity.
2. **Executive** means officers, managing partners, or any other employees in management positions.
3. **Subaward:**
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program.

- c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- 4. *Subrecipient* means an entity that:
 - a. Receives a subaward from you (the recipient) under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.
- 5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
 - a. *Salary and bonus.*
 - b. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - c. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - d. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
 - e. *Above-market earnings on deferred compensation which is not tax-qualified.*
 - f. *Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.*

ATTACHMENT C

I. System for Award Management and Universal Identifier Requirements

- A. Requirement for Registration with the General Services Administration's System for Award Management. Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

- B. Requirement for Data Universal Numbering System (DUNS) Numbers. The Grantee must have a Dun & Bradstreet Universal Numbering System (DUNS) number in order to apply for, receive, and report on a Federal award.

- C. Definitions. For purposes of this award term:
 1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
 2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
 3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 4. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program.
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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 or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



(name)

11-1-2022

(date)

Sidney Evering II, City Administrator

(title)

000

ASSURANCE AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

The **City of Orangeburg**

(name of recipient)

P.O. Drawer 387 Orangeburg, SC 29116-0387

(address)

As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), and 7 CFR Part 15, 7 CFR 1901, Subpart E.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [in accordance with USDA RD LEP Guidance for RD Funded (Assisted) Programs]. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>;

2. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];
3. The Age Discrimination Act of 1975, as amended, which prohibits you from discriminating on the basis of age (42 U.S.C. 6101 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];
4. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits you from discriminating on the basis of disability (29 U.S.C. 794) [as implemented by 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E];
5. Title VIII of the Civil Rights Act, which prohibits you from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units, i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features, see 24 CFR Part 100.201; and
6. Titles II and III of the Americans with Disabilities Act, which prohibit you from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions governing USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to records, accounts, documents, information, facilities, and staff:

1. You must cooperate with any compliance review or complaint investigation conducted by USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).
2. You must give USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by Title VI, Title IX, Age, and Section 504 implementing regulations and other applicable laws or program guidance.
3. You must keep such records and submit to the responsible Department official or designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible Department official or his designee may determine to be necessary to ascertain whether you have complied or are complying with relevant obligations.
4. You must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Rural Development or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
6. If, during the past three years, you (the recipient) have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, you must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements.
7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against you, or you settle a case or matter alleging such discrimination, you must forward a copy of the complaint and findings to USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), Office of Civil Rights.

The United States has the right to seek judicial enforcement of these obligations.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of program-specific nondiscrimination policy requirements found at CFR Part 15, 7 CFR Part 15 b, 12 CFR Part 202, 7 CFR 1901, Subpart E., DR4300-003, DR4330-0300, DR4330-005.

Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), this assurance obligates the Recipient for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Recipient for the period during which the federal assistance is extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).

Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Recipient's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), the Recipient agrees not to discriminate on the grounds of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: City of Orangeburg 979 Middleton Street Orangeburg SC 29116 Congressional District, if known: SC		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency: USDA Rural Development 531 Robertson Blvd. Suite A Walterboro, SC 29488	7. Federal Program Name/Description: CFDA Number, if applicable: 10.766	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): NONE	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: <p align="center"><i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i></p>		
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: <u>Sidney Evering II</u> Title: <u>City Administrator</u> Telephone No.: _____ Date: <u>11-1-2022</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Reporting Entity: City of Orangeburg Page _____ of _____

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated 11-01-2022 between
City of Orangeburg

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as , but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

Recipient

Recipient

(CORPORATE SEAL)

City of Orangeburg

Name of Corporate Recipient

Attest: Linda McDaniel

Linda McDaniel, City Clerk Secretary

By Sidney Evering, II

Sidney Evering, II City Administrator President

LETTER OF INTENT TO MEET CONDITIONS

Date 09-26-2022

TO: United States Department of Agriculture

USDA Rural Development

(Name of USDA Agency)

531 Robertson Blvd. Suite A
Walterboro SC 29488

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 09-26-2022. It is our intent to meet all of them not later than 06-26-2022.

Attest By

Linda Mc Daniel
Linda Mc Daniel, City Clerk

City of Orangeburg

(Name of Association)

BY

Sidney Evering II, City Administrator

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062 The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

ASSOCIATION PROJECT FUND ANALYSIS

CASE NUMBER	TYPE OF LOAN AN D/OR GRANT:			FINANCE USE ONLY		
ST CO BORROWER NO. 46-038-576000242	<input type="checkbox"/> 1 - Domestic Water System	<input type="checkbox"/> 5 - Cooperatives	<input type="checkbox"/> 6 - Indian Tribes or Tribal Corporations	LN	CR	FY
Source of Funds: <input checked="" type="checkbox"/> 1 - Insured <input checked="" type="checkbox"/> 2 - Direct	<input type="checkbox"/> 2 - Waste Disposal Systems	<input type="checkbox"/> 7 - RC&D	<input type="checkbox"/> 8 - Watershed (PL-566)	MA	DP	
Type of Submission: <input type="checkbox"/> 1 - Initial <input checked="" type="checkbox"/> 2 - Subsequent	<input type="checkbox"/> A Sewage Collection	<input type="checkbox"/> 9 - Flood Prevention (PL-534)	<input type="checkbox"/> 10 - Community Facilities	Land Shifted:		
Type of Assistance: <input checked="" type="checkbox"/> 1 - Loan <input type="checkbox"/> 2 - Grant <input type="checkbox"/> 3 - Loan & Grant	<input type="checkbox"/> B Sewage Treatment	<input checked="" type="checkbox"/> 11 - Grants (PL-92-419)	<input type="checkbox"/> 12 - B&I (Insured)	Recreational Visitor Day Capacity Annual		
Type of Organization: <input checked="" type="checkbox"/> 1 - PBTE <input type="checkbox"/> 2 - Non - TE	<input type="checkbox"/> C Solid Waste Disposal	<input type="checkbox"/> D Storm Drainage		Number of users directly benefiting from this action:		
Date of Application: 09-07-2022	<input type="checkbox"/> 3 - Recreation	<input type="checkbox"/> 4 - Grazing		Residential	Other	
Date Loan and/or Grant Approved: 09-26-2022						
NAME OF APPLICANT: City of Orangeburg	ADDRESS: 979 Middleton Street Orangeburg SC 29116			NAME OF COUNTY: Orangeburg		

ITEM	FUND ANALYSIS — (ALL AMOUNTS IN HUNDREDS OF DOLLARS)			RD/FSA LOAN	TOTALS
	CASH CONTRIBUTION	OTHER	RD/FSA GRANT		
1. Development					\$0.00
2. Land and Rights					\$0.00
3. Legal Services					\$0.00
4. Architectural Eng. and Planning Service					\$0.00
5. Interest					\$0.00
6. Equipment	\$1,591,712.00		\$857,075.00		\$2,448,787.00
7. Contingencies					\$0.00
8. Refinancing					\$0.00
9. Initial O&M					\$0.00
10. Initial Reserve					\$0.00
11. TOTAL	\$1,591,712.00	\$0.00	\$857,075.00	\$0.00	\$2,448,787.00



RESOLUTION

WHEREAS, the Brant Family faithfully served the City of Orangeburg for over 192 years as of the date of November 1, 2022. The Brant Family through long and faithful service, contributed greatly to the successful operation of the City of Orangeburg; and,

WHEREAS, Eugene A. Brant retired as the Director of Public Safety with 35 years, 10 months of service; and,

WHEREAS, Fred Brant was an Investigator in the Detective Division at the time of his death with 9 years of service; and,

WHEREAS, William E. Brant retired as a Lieutenant in the Traffic Division with 19 years, 9 months of service; and,

WHEREAS, George W. Brant retired as a Captain in the Traffic Division with 23 years, 1 month of service; and,

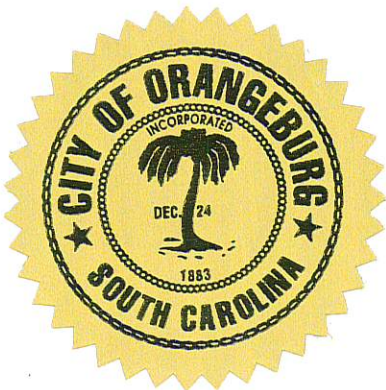
WHEREAS, the Brant patriarch, Bertie A. Brant, served as a police officer in the 1920s and 1930s and at the time of his death, served as school crossing guard for the police department totaling 16 years of service; and,

WHEREAS, Barry Brant retired from the Department of Public Utilities with 33 years and 9 months of service; and,

WHEREAS, Roger Brant, is still serving as the City of Orangeburg Service Director with currently 55 years of service; and,

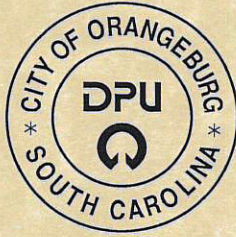
NOW, THEREFORE, BE IT RESOLVED that the Mayor and Members of Council, in Council assembled, do officially recognize the faithful service rendered to the City of Orangeburg in the capacities in which the Brant family served the City and we take pride in commending them for a job well done.

Adopted by the City Council of the City of Orangeburg, State of South Carolina, this 1st day of November 2022.



Michael C. Butler
Mayor
Richard T. Stumm
Bernard Hane
Karl Hane
Danda P. Hane
L. James Keith
James Hane
Members of Council

Attest: Linda McDaniel
City Clerk



RESOLUTION

WHEREAS, Richard Wayne Stack, faithfully served the Department of Public Utilities of the City of Orangeburg for thirty-one years, one month and eleven days with a retirement date of October 28, 2022; and

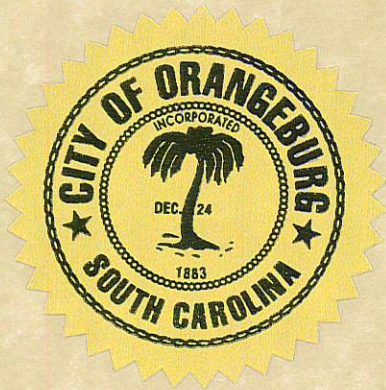
WHEREAS, he, through his long and faithful service contributed greatly to the successful operation of the City of Orangeburg; and

WHEREAS, the City Council, in recognition of the fine contribution rendered to the City of Orangeburg, wants to inscribe on the records its appreciation.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Members of Council, in Council assembled, do officially recognize the faithful service rendered to the City of Orangeburg in the capacities in which he served and we take pride in commending him for a job well done.

BE IT FURTHER RESOLVED that a copy of this Resolution, in appreciation for his devotion of duty to the City of Orangeburg, be placed in the Minute Book of the City in recognition of his services.

PASSED BY the City Council of the City of Orangeburg, State of South Carolina, this 1st day of November 2022.



Michael C. Butch
Mayor

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
Members of Council

ATTEST:

Linda McDaniel
City Clerk