

FY21 GRANT AGREEMENT

Between

The South Carolina First Steps to School Readiness

and

Greenwood County First Steps to School Readiness

WITNESSETH:

THAT WHEREAS, South Carolina First Steps to School Readiness (“SC First Steps”) is governed by South Carolina Code Ann. Sections 59-152-10, *et seq.* and Sections 63-11-1710, *et seq.* and other South Carolina Code provisions as may be applicable (the “Enabling Legislation”); and

WHEREAS, the SC First Steps Initiative is a comprehensive, results-oriented initiative for improving early childhood development by providing through local partnerships, public and private funds and support for high quality early childhood development and education services for children by providing support for their families’ efforts toward enabling their children to reach school ready to succeed; and

WHEREAS, Greenwood County First Steps to School Readiness Partnership (the “Partnership”) has been established pursuant to the Enabling Legislation to advance early childhood development and education through a results-oriented, collaborative effort at the county level; and

WHEREAS, SC First Steps agrees, pursuant to the terms and conditions set forth below, to provide funding to the Partnership for the costs of approved program services and activities undertaken by the Partnership and desires to set forth the terms and conditions of said funding; and

WHEREAS, the Partnership agrees to accept the funding, subject to the performance of its obligations hereunder.

NOW, THEREFORE, in consideration of the reasons recited above and the mutual promises, covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Parties to the Agreement:

This agreement (the “Agreement”) is entered into by and between SC First Steps and the Partnership, (each referred to hereinafter individually as a “Party” and collectively as “the Parties”).

2. Assignment:

No assignment of the Partnership's obligations or the Partnership's right to receive payment hereunder shall be permitted.

3. Term:

Subject to the suspension and termination provisions herein, this Agreement shall be effective from **July 1, 2020, until June 30, 2021**. Terms under which the Partnership may apply for subsequent funding will be set forth separately.

4. Independent Contractor:

The Partnership acknowledges and agrees that it is an independent contractor in its performance of this Agreement and as such shall be wholly responsible for the services to be performed and for the supervision of its employees and contractors. The Partnership represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Agreement. No employee or contractor of the Partnership shall be deemed to be either an employee or contractor of SC First Steps.

Neither Party shall represent itself or its officers, employees, agents or representatives, as the officer, employee, agent or representative of the other, nor shall either Party bind, or represent that it has the ability to bind, the other to any monetary or legal obligation. The Parties acknowledge that neither the Agreement, nor any provision in it, shall be deemed to create a partnership, joint venture or other legal relationship, other than that of independent contracting parties.

5. Liabilities, Legal Obligations, Indemnification and Insurance:

Each Party hereto agrees to be responsible for its own liabilities and those of its officers, employees, agents, contractors and representatives arising out of this Agreement, including fiscal responsibility for any deviation from this Agreement.

The Partnership shall indemnify, defend and hold harmless the State of South Carolina, SC First Steps, and the Office of South Carolina First Steps to School Readiness, and any of their trustees, directors, officers, employees, agents and representatives from and against any and all damages, penalties, fines, claims of third parties, liens, suits, liabilities, costs, judgments and expenses (including attorneys', consultants' and experts' fees and expenses) arising out of or related to any act or omission of the Partnership or any Partnership, employee, contractor, agent or representative

in connection with the performance of this Agreement.

During the term of this Agreement, the Partnership shall maintain continuous Directors' and Officers' Liability, Comprehensive General Liability (including bodily injury, property damage, personal injury, and sexual abuse and molestation rider), and Workers' Compensation Employee Liability insurance with the corresponding limits of liability listed in the partnership's annual grant agreement (detailed in the table below). Proof of such insurance should be provided to SC First Steps upon execution of this Agreement and otherwise upon SC First Steps' request.

Types of Insurance	Limits of Liability
Comprehensive General Liability (including bodily injury, property damage, personal injury and sexual abuse and molestation rider)	\$1,000,000 per occurrence, \$2,000,000 in aggregate
Directors' and Officers' Liability	As Determined by the Partnership
Workers' Compensation Employee Liability	In such amount as are required by South Carolina law

6. Beneficiaries:

Except as herein specifically provided otherwise, this Agreement shall inure to the benefit of and be binding upon the Parties. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any person or entity not party to this Agreement ("Third Party"). It is the express intention of the Parties that any Third Party receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

7. Administrators for the Agreement:

All notices pursuant to this Agreement shall be in writing and delivered by registered class mail, return receipt requested or nationally recognized overnight delivery service. The persons named below shall be administrators for the respective Parties and shall be the persons to whom notices provided for in this Agreement shall be given and to whom matters relating to the administration of this Agreement shall be addressed. Either Party may change its administrator, address, telephone number, fax number or e-mail address by giving timely written notice to the other Party.

For SC First Steps:	For the Partnership:
Georgia Mjartan, Executive Director	Lillian Thomas, Board Chair
South Carolina First Steps to School Readiness	Greenwood County First Steps to School Readiness
Concord Building, Suite 100 1300 Sumter Street Columbia, SC 29201 Phone: (803) 734-1020 Fax: (803) 734-1431	1402 C Highway 72 West Greenwood, SC 29649 Phone: (864)388-4102 Fax: (864)388-4103

8. Availability of Funds:

The Parties agree and understand that the payment of the sums specified in this Agreement are dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for the applicable purposes to SC First Steps from the State of South Carolina.

9. Authorized Use of Funds:

The Partnership shall use or expend the funds provided by this Agreement only for the purposes for which they were approved by SC First Steps and in full compliance with the SC First Steps Board’s FY21 Partnership and Program Accountability Standards, which standards are hereby incorporated herein by reference as Attachment A to the Agreement. The Partnership agrees to refund to SC First Steps any funds provided under this Agreement that are expended by the Partnership for unauthorized purposes. This includes, but is not limited to, using SC First Steps funds to pay for staff time or physical resources which are used in furtherance of other programs or businesses not related to the Partnership, whether public, political, or private. The Partnership Board must approve all salary increases relating to the Partnership’s Executive Director.

10. Rights of SC First Steps:

In addition to any other rights set forth herein, SC First Steps shall have the right to:

- A.** Review, approve and evaluate the Partnership for service programs described in the Partnership’s FY21 Formula Funding Grant Application , as approved by SC First Steps on June 18, 2020 (the “Partnership Grant Application”), including the Partnership budget of anticipated expenditures approved by SC First Steps (the “Approved Budget”). Approval of the Partnership Grant Application under this Agreement is contingent upon the Partnership’s

full compliance with the FY21 Partnership and Program Accountability Standards. Any condition or purpose set forth in this Agreement shall take precedence over any conflicting provision in the Partnership Grant Application;

- B. Monitor the Partnership for compliance with the terms and conditions of this Agreement;
- C. Provide technical assistance to the Partnership on matters relating to compliance with the terms of the Agreement, as determined to be necessary by SC First Steps;
- D. Specify all reports and other deliverables required from the Partnership under the terms of the Agreement; and
- E. Take such other actions as contemplated by the Enabling Legislation.

11. Responsibilities of the Partnership:

In addition to any other duties set forth herein, the Partnership shall be responsible for:

- A. Performing the services described in this Agreement and the Partnership Grant Application, in accordance with:
 - the FY21 Partnership and Program Accountability Standards;
 - the Approved Budget;
 - any subsequent amendments to the Agreement; and
 - the Enabling Legislation.
- B. If the Partnership has not met one or more minimum qualifications for formula allocation funding from SC First Steps, as specified in the FY21 Formula Funding Grant Application or has not otherwise complied with any of its obligations pursuant to this Agreement, SC First Steps may issue a corrective action plan to the Partnership. The Partnership shall meet all requirements of any corrective action plan. Performance by the Partnership will be closely monitored by SC First Steps, and if compliance with the corrective action plan is not achieved within the corrective action plan's specified timeframe, as solely determined by SC First Steps, then SC First Steps may in its sole discretion impose noncompliance consequences, which may include reducing the Partnership's subsequent year formula allocation amount based on action taken

by the Board of Directors.

- C.** Making available all records, including general and subsidiary ledgers, reports, vouchers, books, program documentation, correspondence, or other documentation or evidence as requested by SC First Steps at reasonable times for review, inspection or audit by SC First Steps and its designated agents. The Partnership agrees that SC First Steps, and its designated agents have the right to audit and/or monitor the programmatic and fiscal records of the Partnership pertaining to the Partnership's compliance with this Agreement, both during performance and after completion.
- D.** Documenting all Partnership administrative costs separately from service and program costs. The Partnership must report administrative, service and program expenditures by Approved Budget line item and adhere to an administrative spending cap adopted by SC First Steps Board of Trustees.
- E.** Complying with all fiscal and programmatic policies and procedures as provided in the Enabling Legislation, the SC First Steps Operations Manual, and any other documents approved by SC First Steps, the terms of which Enabling Legislation, Operating manual and other documents are incorporated herein by reference.
- F.** Complying in full with the annual financial and compliance audit conducted by any auditors selected by SC First Steps.
- G.** Verifying, within a timetable prescribed by SC First Steps, the implementation of a corrective action plan for any negative findings contained in the Partnership's annual financial and compliance audit. (The Corrective Action Plan will be detailed in the Partnership's annual financial and compliance audit.)
- H.** Submitting to SC First Steps any data, plans, reports, documents or products that SC First Steps may specify, on a timeline and in forms to be specified by SC First Steps.
- I.** Participating fully and in a timely manner in all evaluations conducted by SC First Steps and/or its designated agents, as required by applicable law or regulation or by the SC First Steps Board of Trustees.

- J.** Ensuring that any part of an initiative described in the Partnership Grant Application which uses local district resources within a school district is conducted only with the approval of the school district's board of trustees, as required by the Enabling Legislation.
- K.** Using program income earned under this Agreement only to enhance the service programs set forth in the Partnership Grant Application or to decrease the cost to the Partnership of performing those programs. Program income includes, but is not limited to, income from services rendered, the use or rental of real or personal property acquired with State funds, sales of commodities, and interest earnings on State-funded deposits. The use of program income to expand administrative objectives is prohibited.
- L.** Complying with all applicable laws, rules and regulations including, to the extent applicable, with: Titles VI and VII of the Civil Rights Act of 1964 and regulations issued pursuant thereto; Section 504 of the Rehabilitation Act of 1973, as amended, and regulations issued pursuant thereto; the Americans with Disabilities Act of 1990 (ADA) and regulations issued pursuant thereto; and the Drug Free Workplace Act, South Carolina Code Ann. Sections 44-107-10, *et seq.* 1976, as amended. By signing this Agreement, the Partnership also certifies its intent to comply with the hiring procedures outlined in the South Carolina Code Ann. Section 8-14-20
- M.** Complying, to the extent applicable, with Amended Equal Employment Opportunity Guidelines 28 C.F.R. 42.301, Subpart E. The Partnership will comply, to the extent applicable, with the Fair Labor Standards Act, 29 U.S.C. 201 *et seq.* and other federal and state laws concerning wages and work hours.
- N.** Adopting procedures for the Partnership's operation, to include conducting meetings and disclosing records, consistent with the South Carolina Freedom of Information Act, South Carolina Code Ann. Sections 30-4-10, *et seq.*, as may be amended from time to time.
- O.** Using due care in the selection of all contractors and the administration of all contracts including, but not limited to, documentation of competitive bidding of contracts, periodic payments to each selected contractor, implementing a contract management and on-site financial and programmatic monitoring function, as may be defined by SC First Steps, that ensures accountability for all contracts, and the institution of such other monitoring and control procedures as are necessary to ensure that all contractors are complying with all provisions of the contract, including conducting all activities in a productive and safe environment for the children and families served by such contractor. Amendments to contracts or agreements between the Partnership and contractors, vendors or other partners for goods or services

pursuant to this Agreement must be signed and dated by the original parties, expressly state the additional services, payment, or other provisions to be revised, contain an express Effective Period, and otherwise comply with the sample forms contained in the SC First Steps Operations Manual, Provision 9-D.

- P.** Ensuring all Partnership contractors are notified of their responsibility to comply with all programmatic and equipment conditions specified herein.
- Q.** Ensuring that services provided to young children and their families lead to specified outcomes, as referenced in the SC First Steps Board's FY21 Partnership and Program Accountability Standards.
- R.** Assessing community needs in the area of early childhood development and education and ensuring the implementation of service program strategies designed to meet community needs through initiatives implemented by existing public and private agencies within the community.
- S.** Maximizing the use of in-kind (volunteers, goods, services, and facilities) and cash contributions; maintaining written documentation of cash and in-kind contributions; and reporting such contributions to SC First Steps by the date and in the manner specified, or as may be specified, by SC First Steps.
- T.** Ensuring that no funds from this Agreement will be used for partisan purposes, to carry on propaganda or otherwise to attempt to influence the state or federal legislative process, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. Employees and Partnership Board members shall not use their official authority or influence to interfere with an election or nomination for office, solicit or discourage political activity of anyone with business before the Partnership, directly or indirectly coerce, attempt to coerce, command or advise another employee or Partnership Board member to pay or contribute anything of value to a party, organization, or person for political purposes, engage in political activity while on duty, or use Partnership personnel, equipment, materials or offices in any manner in an election campaign. This does not prohibit employees or Partnership Board members from expressing opinions on political subjects or candidates or taking an active part in political management and campaigns in their personal time or while on approved leave from the Partnership. Nothing in this provision is intended to prohibit Partnership Board members and employees from responding to inquiries from legislators and legislative bodies, or taking action requested by their legislative delegation, or otherwise taking actions to promote SC First Steps initiatives and programs.

Partnership employees must only engage in political activity outside of their work hours or while on approved leave documented in accordance with normal procedures. Partnership employees who serve in an elective office while employed by the Partnership in furtherance of this Agreement must document daily all hours/time spent in SC First Steps activities. These time sheets must be signed by the employee's supervisor and submitted to the SC First Steps Finance Manager on a bi-weekly basis, and shall be maintained in the employee's Partnership personnel file, available for audit and inspection at the request of SC First Steps.

- U.** Reporting suspected child abuse, neglect, or dependency, as defined and required by applicable law.
- V.** Attending all scheduled meetings and teleconferences with SC First Steps.
- W.** Providing local administrative and implementation support to any initiative mandated by the South Carolina General Assembly pursuant to the Enabling Legislation, any ensuing legislation, or by SC First Steps acting under its authority from the Enabling Legislation.
- X.** Complying with SC First Steps State and County Office Hiring Policy, adopted by the SC First Steps Board on November 14, 2001, the terms of which are hereby incorporated herein by reference.
- Y.** Ensuring that the Partnership's board and staff meet all requirements to maintain its non-profit status with the IRS.
- Z.** Adopting and maintaining a whistleblower policy and procedure for the Partnership's board and staff.
- AA.** Ensuring that Partnership employees cannot contract with the Partnership, or its contractors, vendors or agents, to perform services outside of their employment with the Partnership. An individual cannot perform duties or provide services both as an employee and as a contractor or vendor of the Partnership.

12. Grant Funding:

The total funding under this Agreement shall not exceed the specific funding sources.

State Formula Allocation: \$233,913.00

All payments made to the Partnership under this Agreement are contingent upon fund availability and upon the Partnership's quality implementation and management of SC First Steps approved school readiness service program strategies and other objectives under this Agreement.

13. Title to Equipment:

Title to equipment costing in excess of \$1,000 acquired by the Partnership with SC First Steps grant funds shall vest in the Partnership, subject to the following conditions:

- A.** The Partnership shall use the equipment in the service programs and/or activities for which it was acquired as long as needed. When the equipment is no longer needed for the original service programs and/or activities, or if the Partnership's operations are discontinued, the Partnership shall obtain and comply with instructions from SC First Steps for the disposition of the equipment.

- B.** When acquiring replacement equipment for approved service programs and/or activities, the Partnership may use any existing equipment purchased with SC First Steps grant funds as a trade-in against said replacement equipment or may sell such existing equipment and use the proceeds to offset the cost of replacement equipment for Partnership service programs and/or activities, subject to SC First Steps' asset disposal policy, the terms of which are hereby incorporated herein by reference.

- C.** For equipment costing in excess of \$1,000, equipment controls and procedures should include, at a minimum, the following:
 - 1. Detailed equipment records should be maintained which accurately include the:
 - (a) Description and location of the equipment, serial number, acquisition date and cost;
 - (b) Source or sources (by percentage) of funding for the purchase, and restrictions as to its use or disposition; and
 - (c) Disposition data, which includes date of disposal and sales price or method used to determine fair market value.
 - 2. Equipment should be assigned a control number in the accounting records and should be permanently tagged individually with the control number;
 - 3. At least annually, a physical inventory of equipment must be taken and results compared to accounting and fixed asset records. Any discrepancy

should immediately be brought to the attention of the Finance Manager and SC First Steps;

4. A control system must be in place to ensure adequate safeguards to prevent loss, damage, or theft of equipment and should provide for full documentation and investigation of any loss or theft;
5. Adequate maintenance procedures must be implemented to ensure that equipment is maintained in good condition; and
6. Procedures must be implemented which ensure that adequate insurance coverage is maintained on all equipment. A review of coverage amounts should be conducted on a periodic basis, but at least annually.

- D. The Partnership shall ensure all contractors are notified of their responsibility to comply with the conditions specified in this section.

14. Records Retention:

The Partnership must retain all records for a minimum of six (6) years following completion or termination of this Agreement or longer if required by applicable law or requested by SC First Steps. If any litigation, claim, negotiation, audit, disallowance action, or other action involving this Agreement has been started before expiration of the retention period described above, the records must be retained until completion of the action and resolution of all issues that arise from it, or until the end of the retention period described above, whichever is later.

15. Federal Intellectual Property Bankruptcy Protection Act:

The Parties agree that SC First Steps shall be entitled, whenever applicable, to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

16. Copyrights, License and Distribution of Material:

The Partnership may create data, reports, websites, signs, manuals, publications, studies, curricula, works of authorship or other materials originated in the performance of the Agreement ("Materials") and may apply for copyrights to such Materials. Any such copyrights notwithstanding, SC First Steps and any other First Steps county partnership may use, disclose, duplicate and distribute all Materials delivered or otherwise prepared under this Agreement. The Partnership hereby grants to SC First Steps and all other First Steps county partnerships a royalty-free, non-

exclusive and irrevocable license to publish, translate, reproduce, distribute and/or deliver all Materials, and to authorize others so to do. Such license shall be granted only to the extent that the Partnership has the right to grant such license. The Partnership may not market the Materials it creates in connection with the Agreement. All Materials prepared during and/or resulting from the performance of service programs under this Agreement shall include the First Steps logos, names and marks as designated by SC First Steps and shall include the following statement: "The preparation of this report/ document/etc. was financed by the Greenwood County First Steps to School Readiness Partnership with funds provided by South Carolina First Steps to School Readiness."

17. Confidentiality/Safeguarding Information:

All information, materials, and data provided to the Partnership that identify or reference specific individuals, whether verbal, written, or recorded magnetic media cards or otherwise, must be regarded as confidential information and the Partnership shall keep such information confidential and only use such information solely for the purposes of performing its obligations pursuant to this Agreement. The Partnership agrees that any of its employees, contractors, agents or representatives who may be in receipt of or are required to work with such confidential information in the performance of their duties shall comply in all respects with this confidentiality requirement. The Partnership agrees to take all necessary steps to safeguard the confidentiality of such material, information, and data, and further agrees to contractually obligate its employees, agents, contractors and representatives to do the same. The Partnership shall have every employee sign a Confidentiality Form (Attachment B) annually and keep this on file. The Partnership shall ensure that all information in its possession that identifies or references specific individuals provided by or obtained from employees, agents, contractors or representatives regarding recipients of services provided by the Partnership will be maintained in a secure location. All materials, information, and data stored offsite must be maintained securely and in compliance with the requirements of this Agreement and applicable federal and state privacy laws. To this end, the Partnership shall contractually obligate all its employees, agents, contractors and representatives to, comply with the requirements of this Agreement and all applicable laws including, but not limited to, the Federal Educational Rights and Privacy Act of 1994 (FERPA) and the Family Privacy Protection Act of 2002. The Partnership and its employees, agents, contractors and representatives shall use and/or disclose protected educational and personal information only to the extent necessary to satisfy obligations under this Agreement. Information may not be released without a properly completed authorization signed by the individual receiving services provided by the Partnership, or his/her parent or guardian. If information is released pursuant to the receipt of a properly completed authorization, documentation of the release must be maintained, along with a copy of the

authorization.

18. Conflict of Interest:

The Partnership expressly agrees that it has adopted and shall comply with the following policy:

The staff members of the Partnership are obligated to always act in the best interests of the Partnership. This obligation requires that any employee of the Partnership, in the performance of his or her duties, seek only the furtherance of the Partnership mission. At all times, employees of the Partnership are prohibited from using their job, title, or the Partnership's name or property, for private profit or benefit. Partnership Board members, officers, employees and agents may not use their association or employment with the Partnership to obtain an economic interest for themselves, a family member, an individual with whom they are associated, or a business with which they are associated; or make, participate in making, or in any way attempt to use their employment or association to influence a decision in which the Partnership Board member, officer, employee, agent, a family member, an individual with whom they are associated, or a business with which they are associated has an economic interest.

- A.** The officers, Board members, employees, or agents of the Partnership may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors/vendors of the Partnership. This is not intended to preclude bona-fide Partnership fund-raising activities of the Partnership.

- B.** No Board member, officer, employee, or agent of the Partnership shall participate in the selection, award, or administration of a purchase or agreement with a contractor or vendor where, to his or her knowledge, any of the following persons has a financial interest in the contractor or vendor:
 - 1. The Partnership Board member, officer, employee, or agent;
 - 2. Any member of the immediate family of the Partnership board member, officer, employee, or agent;
 - 3. Any partner of the Partnership Board member, officer, employee, or agent;
 - 4. Any organization in which the Partnership Board member, officer, employee, or agent is an officer, director or employee;
 - 5. Any person or organization with whom the Partnership Board member, officer, employee, or agent is negotiating or has any arrangement concerning prospective employment;

6. Any individual with whom the Board member, officer, employee or agent is associated; or any business with which they have an economic interest.

- C. Disclosure** – Any actual or potential conflict of interest shall be disclosed by the Partnership Board member, officer, employee, or agent concerned. A Board member, officer, employee, or agent who, in the discharge of Partnership responsibilities, is required to take an action or make a decision which affects an economic interest of himself or herself, a family member, an individual with whom he or she is associated, or a business with which he or she is associated shall:
1. Prepare a written statement describing the matter requiring action or decisions and the nature of his or her potential conflict of interest with respect to the action or decision;
 2. Furnish a copy of the statement to his or her supervisor, if any, who shall assign the matter to another employee who does not have a potential conflict of interest.

If the potential conflict of interest pertains to a managing employee, the statement must be provided to the Partnership Board for consideration and resolution pursuant to Subsection D below.

- D. Board Action** – When a conflict of interest is relevant to a matter requiring action by the Partnership's Board of Directors, the interested Partnership Board member, officer, employee or agent shall call it to the attention of the Partnership Board of Directors and such Partnership Board member, officer, employee or agent shall not be permitted by the Partnership to vote on the matter. In addition, the interested Partnership Board member, officer, employee or agent shall not be permitted to participate in the final deliberation or decision regarding the matter under consideration. When there is a doubt as to whether or not a conflict of interest exists, the matter shall be reviewed and voted upon by the Partnership Board of Directors, excluding the -Partnership Board member, officer, employee, or agent who has the potential conflict of interest. Within five (5) business days of the date of the Partnership Board vote, the Partnership Board shall provide SC First Steps with a copy of the minutes of the Partnership Board minutes and all documentation related to the reviewed conflict of interest. The Partnership further shall provide any other information which SC First Steps may request. SC First Steps, in its sole discretion, shall be entitled to review, overrule and render the final decision on any Partnership Board decision regarding any conflict of interest.

- E. The Partnership Board is not authorized to waive any actual conflict of interest.
- F. Record of Conflict – The official minutes of the Partnership Board of Directors shall reflect that the conflict of interest was disclosed, the interested Partnership Board member, officer, employee or agent did not vote on the matter, and the conflict was resolved by a vote consistent with this provision.
- G. In no circumstances will any Partnership employee have under his or her supervision or in his or her chain of command, any member of his or her immediate family as defined in the South Carolina Ethics Act.
- H. All members of the Partnership Board and all Partnership employees and officers shall execute annual Conflict of Interest Disclosure Forms (Attachment C) reflecting receipt of the Partnership’s conflict of interest policies and describing any potential conflict of interest. These forms should be updated as board membership, employees, and officers change throughout the year; and kept on file.

19. Equal Employment Opportunity:

The Partnership shall comply with all applicable federal and state laws relating to equal employment opportunity.

20. Compliance with Laws:

The Partnership shall comply with all laws, ordinances, codes, rules, regulations, licensing requirements or other governmental directives that are applicable to the performance of this Agreement or the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

21. Supplementation of Expenditure of Public Funds:

The Partnership agrees that all funds it receives pursuant to this Agreement shall be used only to supplement, and not supplant, the total amount of federal, state, and local public funds that the Partnership otherwise expends for administration services and related programs. Funds received under this Agreement shall be used to provide additional public funding for such services, but such

funds shall not be used to reduce the county's total expenditure of other public funds for such services.

22. Amendments:

SC First Steps and the Partnership agree that amendments to this Agreement may be necessary as changes in the scope of the services to be provided by the Partnership are made, or are required to be made, to comply with applicable laws, regulations, policies and standards.

In the event SC First Steps or the Partnership determines that an adjustment of allocation to, or an alteration of the scope of, the services or the nature of the activities being performed by the Partnership is required, SC First Steps or the Partnership shall notify the other Party in writing of the same. Consent in writing by the other Party to such adjustments shall be deemed an amendment to the Agreement. In the event that either Party objects to such proposed adjustments; and the Parties are unable to mutually agree, then this Agreement shall be subject to suspension or termination under the terms and procedures set forth below. Adjustments to the Partnership allocation made as a result of funding reductions from the state legislature or Budget and Control Board shall be communicated in writing to the Partnership, and consent by the Partnership shall be implied.

23. Default:

The following shall constitute a default under this Agreement:

1. The failure of the Partnership to comply, in a timely and proper manner, with any term of this Agreement or any of its obligations under this Agreement, as determined in the sole discretion of SC First Steps.
2. The filing of a petition for bankruptcy by the Partnership.

24. Suspension:

Following a default pursuant to Paragraph 23 above, this Agreement may be suspended, either in whole or in part, upon written notice to the Partnership by SC First Steps. During such suspension, SC First Steps shall have no obligation to make any payment of funds to the Partnership. Such suspension will remain in effect until:

1. The Partnership has taken corrective action as approved by SC First Steps; or

2. The Partnership has given assurances satisfactory to SC First Steps that corrective action will be taken in a timely manner, and the Partnership has commenced such corrective action; or
3. This Agreement is terminated by SC First Steps pursuant to the terms of Paragraph 25 below.

SC First Steps, notwithstanding the above, shall have no obligation to issue a corrective action plan or suspend this Agreement following a default and may instead proceed directly to exercise its options of termination as set forth in Paragraph 25 below. At any time during a suspension of the Agreement, SC First Steps may elect to exercise its rights of termination set forth below.

25. Immediate Termination:

Following a default pursuant to Paragraph 24 above, SC First Steps shall have the right to immediately terminate this Agreement by giving written notice to the Partnership by registered mail, return receipt requested, and specifying the effective date of the termination. In that event, all finished or unfinished deliverable items prepared by the Partnership under this Agreement shall, at the option of SC First Steps, become the property of SC First Steps and the Partnership shall be entitled to receive compensation as determined by SC First Steps for any satisfactory work completed on such services, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Partnership shall not be relieved of liability to SC First Steps for damages sustained by SC First Steps by virtue of the Partnership's breach of this Agreement, and SC First Steps may withhold any payment otherwise due the Partnership for the purpose of setoff until such time as the exact amount of damages due SC First Steps from such breach can be determined.

In case of default by the Partnership, without limiting any other remedies for breach available to it, SC First Steps may procure this Agreement services from other sources and hold the Partnership responsible for any excess cost occasioned thereby.

This Agreement also may be terminated by SC First Steps when funds are no longer available.

26. Termination Without Default:

SC First Steps may terminate this Agreement, in its sole discretion, without a default by the Partnership by giving 30 days written notice to the Partnership. In that event, all finished or unfinished deliverable items prepared by the Partnership under this Agreement shall, at the option

of SC First Steps, become the property of SC First Steps and the Partnership shall be entitled to receive compensation as determined by SC First Steps for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Partnership shall not be relieved of liability to SC First Steps for damages sustained by SC First Steps by virtue of the Partnerships' breach of the Agreement, and SC First Steps may withhold any payment otherwise due the Partnership for the purpose of setoff until such time as the exact amount of damages due SC First Steps from such breach can be determined.

27. Waiver of Default:

The waiver by SC First Steps of any event of default on the part of the Partnership shall not be deemed to be a waiver of any concurrent or subsequent event of default. The waiver by SC First Steps of the breach of any provision of this Agreement shall not be deemed to be a waiver of any concurrent or subsequent breach by the Partnership and shall not be construed to be a modification of the terms of this Agreement, unless stated to be such in writing, signed by an authorized representative of SC First Steps and appended to this Agreement. Any failure by either Party to specifically perform or to enforce performance exactly according to the letter of this Agreement shall not constitute an alteration of the same by way of enlargement, waiver, reduction, estoppel, or otherwise, unless confirmed in writing by both Parties.

28. Force Majeure:

Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

29. Severability:

In the event that a court of competent jurisdiction holds that a provision or requirement of this Agreement violates any applicable law, each such provision or requirement shall be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Agreement shall remain in full force and effect.

30. Time of the Essence:

Time is of the essence in the performance of this Agreement.

31. Incorporation of Attachments and Appendices:

All attachments referred to in this Agreement are attached hereto, and are expressly made a part hereof, and are incorporated herein as if fully set forth herein.

32. Binding Effect:

Except as otherwise stated herein, all the provisions of this Agreement shall be binding upon the respective permitted successors and assigns of the Parties.

33. Choice of Law:

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties to this Agreement, are governed by the laws of South Carolina. The Partnership, by signing this Agreement, agrees and submits, solely for matters concerning the Agreement, to the exclusive jurisdiction of the courts of South Carolina and agrees, solely for such purpose, that the only venue for any legal proceedings relating to this Agreement shall be Richland County, South Carolina. The place of this Agreement and all transactions, agreements relating to it, and their situs and forum, shall be Richland County, South Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be adjudicated.

34. Entire Agreement:

This Agreement and any documents incorporated herein specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

35. Survival of Promises:

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive this Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitation. The Parties agree that all obligations of confidentiality and indemnity shall survive termination of this Agreement.

36. Dual Partnership Employment:

The Partnership expressly agrees that it will take steps to ensure that any dual employment of Partnership employees does not create or give the appearance of a potential conflict of interest with the employee's responsibilities to the Partnership, or lower the efficiency of the employee in performing his or her work responsibilities for the Partnership. Dual employment consists of either employment or a contractual relationship with another First Steps Partnership.


1. Employees shall submit written requests for dual employment to their Supervisor, indicating the name of the proposed employing, or contracting Local Partnership, number and schedule of hours of work with the other Local Partnership, and areas of responsibility(ies) to be performed. If the employee's dual employment may require an alternate work schedule or flexible schedule outside of normal Partnership work hours, the revised schedule must be included in the request for dual employment. The request must be submitted to the Partnership Board for consideration and approval, and must be copied to the Partnership's Technical Assistant at SC First Steps prior to consideration and approval by the Partnership Board. The Board Minutes should reflect the Board's consideration concerning the effect of the dual employment on the employee's efficiency and impact on the employee's and other employees' provision of services pursuant to this Agreement. A record of the Board's consideration and approval should also be maintained in the employee's personnel records.
2. Employees approved for dual employment must keep weekly time sheets documenting all hours spent each day on First Steps activities in furtherance of this Agreement. These time sheets must be submitted for each respective First Steps Partnership, signed by the employee's supervisor, and submitted to the First Steps Regional Finance Manager on a bi-weekly basis, and shall be maintained in the employee's Partnership personnel file, available for audit and inspection at the request of SC First Steps.
3. Employees must resubmit dual employment requests for approval annually.

37. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their respective entities to the terms and conditions of the Agreement.

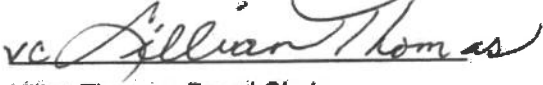
In Witness Whereof, the Partnership and SC First Steps have executed this Agreement in duplicate originals, with one original being retained by each Party.

South Carolina First Steps to School Readiness

BY:  9/28/2020
Georgia Mjartan, Executive Director Date

 9/28/2020
Witness Date

Greenwood County First Steps to School Readiness Partnership

BY:  9-21-2020
Lillian Thomas, Board Chair Date

 9/21/20
Witness Date