CITY OF CHARLESTON
West Virginia
Council Member – 12th WARD

Joseph Jenkins
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Finance Committee, Chair
Parking Committee, Chair
Parks and Recreation Committee

AGENDA
FINANCE COMMITTEE MEETING
Monday, April 18, 2022
6:15 PM
AV ROOM #308, CITY HALL, CHARLESTON, WV
AVAILIABLE TO VIEW VIA LIVESTREAM AT https://charlestonwv.civicclerk.com/web/home.aspx

I. DISCUSSION:

a. Approval of Previous Minutes 4-4-2022

II. RESOLUTIONS:

a. Resolution No. 627-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act funds to Girl Scouts of Black Diamond Council, Inc. in the total amount of $50,000 and to execute appropriate agreements.

b. Resolution No. 628-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act funds to West Virginia Health Right Inc. in the total amount of $1,500,000 and to execute appropriate agreements.

c. Resolution No. 629-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act funds to Manna Meal, Inc. in the total amount of $1,200,456 and to execute appropriate agreements.

d. Resolution No. 630-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act funds to West Virginia Food and Farm Coalition, Inc. in the total amount of $989,676 and to execute appropriate agreements.

e. Resolution No. 631-22 - Authorizing the Mayor or City Manager to enter into a contract with Duncan Parking Technologies, Inc., in the amount of $43,693.50 to purchase 70 parking meters.

III. BILLS:

a. Bill No. 7954 - A Bill and Order relating to the laying of levies on real, personal and public utility property within the City of Charleston, West Virginia, including excess levies previously provided for in the Official Municipal Budget Document for the fiscal year beginning the first day of July, two thousand twenty-two.

b. Bill No. 7928 Committee Substitute as Amended - A BILL to amend the Municipal Code of the City of Charleston relating to updating restrictions on certain municipal officers and employees eligibility for certain grant funds; creating exceptions; and creating criminal and other penalties for violation.

***Meetings may be recorded and broadcast via internet https://charlestonwv.civicclerk.com**

MINUTES
FINANCE COMMITTEE MEETING
6:30 P.M., APRIL 4, 2022
AV ROOM #308, CITY HALL

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:30 p.m., April 4, 2022.

A silent roll was taken by the Clerk and a quorum was established. The following committee members were present:

Joseph Jenkins, Chair
Bobby Reishman, Vice Chair
Ben Adams
Brent Burton
Becky Ceperley
Mary Beth Hoover
Chad Robinson

Absent:
None

Other Councilmembers present:
Emmett Pepper
Jennifer Pharr
Keeley Steele

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Reishman asked for unanimous consent to dispense with the reading of the minutes for the March 22, 2022 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

II. RESOLUTIONS:

a. Resolution No. 624-22 – Authorizing the Mayor or City Manager to submit an application to the WV Division of Administrative Services under the Victims of Crime Act (VOCA) grant program for the Charleston Police Crime Victims Specialist in the amount of $39,850 and administer any funds awarded. These funds will partially reimburse the City for an employee's salary, provide travel/training and bus vouchers for crime victims.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to submit an application to the WV Division of Administrative Services under the Victims of Crime Act (VOCA) grant program for the Charleston Police Crime Victims Specialist in the amount of $39,850 and administer any funds awarded. These funds will partially reimburse the City for an employee's salary, provide travel/training and bus vouchers for crime victims.

City Manager, Jonathan Storage, added that the City has applied for and received this grant every year. It helps to offset salary and other costs for a civilian CPD position, who provides a critical service.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 624-22 approved.

b. Resolution No. 625-22 – Whereas, the Land and Water Conservation Fund ("LWCF") was established by Congress in 1964 to fulfill a bipartisan commitment to safeguard natural areas, water resources, and cultural heritage, as well as to provide recreation opportunities to all Americans;

Whereas, the LWCF is a state and federal partnership program benefiting the State of West Virginia and its political subdivisions;

Whereas, the funding for the program is provided through congressional appropriations to the State & Local Assistance Programs Divisions of the National Park Service;

Whereas, the LWCF program provides matching grants to states for planning, acquiring, developing, or renovating state and local parks;

Whereas, the LCWF grant program may be used to renovate athletic fields, including installing synthetic turf;

Whereas, the City maintains numerous athletic fields that are frequently used by community groups, City Parks & Recreation Department programs, little league organizations, and more;

Whereas, the City has identified the athletic fields that are is the most need of renovation through turf replacement: one little league baseball field at the Kanawha City Community Center, one little league baseball field at the North Charleston Community Center, and two soccer field areas at Cato Park;

Whereas, the estimated cost of turf replacement project is approximately $2,000,000;

Whereas, the LCWF requires applicants to submit a 50% cash match for any awarded funds; and

Whereas, the Council finds that proceeding with the grant application, including committing to the 50% cash match requirement, is in the best interests of the City and its residents

Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia: Resolution No. 575-21 is rescinded. The Mayor or City Manager is authorized to submit a grant application to the Land and Water Conservation Fund in the amount of $2,000,000 to perform athletic field turf renovations to four athletic fields within the City: one little league baseball field at the Kanawha City Community Center, one little league baseball field at the North Charleston Community Center, and two soccer field areas at Cato Park. The Mayor or City Manager is further authorized to commit the City to the 50% cash match grant requirement.

Storage added that the original resolution listed 4 fields to be turfed with the grant. The City had difficulty getting technically clear titles for the 2 Bigley Avenue fields due to an agreement with the DoH. The proposed resolution will substitute fields at Cato Park. He added that Cato Park is already part of the Water Conservation Program.

Councilmember Ceperley confirmed with Storage that the Bigley fields will be turfed with the American Rescue Plan Act funds that were set aside for the Cato fields.

Councilmember Robinson confirmed with Storage that this will be for 2022/2023 as the grant will likely be awarded in September of 2022. Storage added that Councilmember Knauf was fine with the change, and that the Bigley fields will get their improvements sooner than planned as a result.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 625-22 approved.

c. <u>Resolution No. 626-22</u> – Authorizing the Mayor or City Manager to enter into a contract with Affinity IT, LLC, in the amount of $34,962.54 to perform a 3-year assessment of the City's information technology ("IT") systems, networks, and governing polices.

<u>Be it Resolved by the Council of the City of Charleston, West Virginia</u>:

That the Mayor or City Manager is authorized to enter into a contract with Affinity IT, LLC, in the amount of $34,962.54 to perform a 3-year assessment of the City's information technology systems, networks, and governing polices. The assessment will include reviewing all City IT policies and procedures and comparing them to the "Cybersecurity Framework" established by the United States Department of Commerce's National Institute of Standards and Technology. Additionally, the assessment will include extensive internal and external network vulnerability testing exercises. The contract is being awarded pursuant to a competitive bidding process, and the contract amount will be paid using grant funds awarded to the City from the West Virginia Department of Homeland Security.

Storage added that the grant will pay for a consultant to test the City's systems for vulnerabilities, and to make recommendations. They received 8 bid responses.

Councilmember Jenkins clarified with Storage that the amount listed was total for 3 years, which is less than the total grant amount that was awarded.

Councilmember Adams confirmed that the City has never previously worked with any of the companies.

City Treasurer, Vic Grigoraci, asked how the vendor was chosen given the high number of responses and the wide range of bids. Storage replied that it was the low bid, which they were able to choose because the specifications were very clear and did not require an Expression of Interest.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 626-22 approved.

III. <u>MISCELLANEOUS:</u>

Councilmember Jenkins added that he was asked to give an update on the American Rescue Plan Act applications. BDO is still in the process of negotiating the finalized agreements with the recipients. Once each application has been fully vetted and completed, it will then go to Finance and Council as individual resolutions.

From the audience, Councilmember Pharr asked if BDO had given them a deadline as she had heard from applicants who are up against timelines for their projects. Storage added that BDO had finished all of the beneficiary and sub-recipient agreements, so recipients should be getting emails that day. It will be up to the recipients to fully review and approve the documents. Storage added that there will also be a risk assessment associated with each application. There was no timeline for completing the agreements.

From the audience, Councilmember Pepper, asked if there was a timeline for spending the funds that have not been assigned. Councilmember Jenkins replied that he was not aware of any timeframe for that. He added that the Administration had mentioned a possible second round of applications, but nothing had been set. Any applications not already approved by the ARPA Committee would be referred to Finance as a resolution, and would be held over until their application and agreement was fully executed like the rest of the applications.

Councilmember Pharr asked if an organization that was recommended by the ARPA Committee would still be eligible if they had to fund part of their project already due to time constraints. Storage replied that any organization that used their own funds in anticipation of receiving a grant does so at their own risk. However, it should not be a problem as long as the recipient followed the requirements of the agreement.

Councilmember Reishman motioned to adjourn the meeting.
Meeting adjourned.

Resolution No. 627-22

Introduced in Council: Adopted by Council:

April 18, 2022 _______

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 627-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act (“ARPA”) funds to Girl Scouts of Black Diamond Council in the total amount of $50,000 and to execute appropriate agreements establishing the terms and conditions imposed upon the recipient, including ongoing duties for reporting on expenditure and programmatic activities and binding covenants to spend funds in accordance with the purposes for which such funds were granted.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to grant American Rescue Plan Act (“ARPA”) funds to Girl Scouts of Black Diamond Council in the total amount of $50,000 and to execute appropriate agreements establishing the terms and conditions imposed upon the recipient, including ongoing duties for reporting on expenditure and programmatic activities and binding covenants to spend funds in accordance with the purposes for which such funds were granted. The grant is approved in full or in part based upon information submitted to the City in the grant recipient’s City of Charleston ARPA grant application, attached hereto as Exhibit A. The City Manager is directed to withhold grant funding to the grant recipient should the City Manager determine that the grant recipient has failed to adhere to the obligations established in the agreement or fails to adhere to applicable local, state, or federal law.

American Rescue Plan Act (ARPA)

Funding Application

Non-Profit, Community Groups, Neighborhood Associations, and Businesses

APPLICATION DEADLINE: December 15th 2021

Application must be completed in full to be considered. Submit completed application and enclosures/attachments by email to ARPA@cityofcharleston.org , or mail to City Manager's Office, 501 Virginia Street East Charleston, WV 25301.

All requests for funding must be directly related to COVID-19 mitigation or recovery efforts and must fall within the parameters of at least one of the goals set by the treasury department along with other requirements listed within this application.

GENERAL INFORMATION

* Name of Project/Program: **Investing in the Future**

* Organization Name: **Girl Scouts of Black Diamond Council, Inc.**

* Address**: 321 Virginia Street West, Charleston, WV 25302**

* Primary Contact Person**: Beth Casey**

Title: **CEO**

* Phone: **304-553-7028** Ex. (123) 456-7890

* Email: **beth.casey@bdgsc.org**

Federal Tax ID: **55-05-420373**

If applicable: DUNS Number**: 095326880**

To obtain a DUNS number please visit https://fedgov.dnb.com/webform After obtaining, please register your organization with the System for Award Management at https://sam.gov/SAM/

List the organization's owner(s), Board of Directors, senior staff members, and other key members:

BOARD OFFICERS:

1. **BOARD CHAIR**: Kat Simmons | Charleston, WV
   Assured Partners

2. **FIRST VICE CHAIR**: Pam Harvit | Charleston, WV
   Founder of *The Harvit Group*

3. **SECOND VICE CHAIR**: Kathy Beckett | Charleston, WV
   Senior Attorney with *Steptoe & Johnson, PLLC*

4. **SECRETARY**: Pam Farris **|** Charleston, WV
   Executive Director of *Leadership West Virginia*

5. **TREASURER**: Jenny Parsons **|** Charleston, WV
   Senior Vice President at *Huntington National Bank*

MEMBERS AT LARGE [ALPHABETICALLY]

6. Allison **Ballard |** Charleston, WV
   Certified Public Accountant with *Dixon Hughes Goodman*

7. Laura **Ellis |** Charleston, WV
   Retired, Vice President, *Branch Bank and Trust*

8. Lizzy **Frame |** Charleston, WV
   Associate, *Bowles Rice*

9. Virginia **Jaskot |** Huntington, WV
   Retired Brach Manager for the *Cabell County Public Library System*

10. Parween **Mascari |** Morgantown, WV
    Deputy Chief Administrative Law Judge

11. Juli **Mock |** Charleston, WV
    President/Owner of *JH Records Research*

12. Nora **Myers |** South Charleston, WV
    Director, LaunchLab / *WVU Tech*
13. Jill **Parsons |** Parkersburg, WV
    President / CEO of *Chamber of Commerce of the MOV*

14. Michelle Petties – Charleston, WV – Herbert Henderson Office of Minority Affairs
15. Greg **Reed |** Ripley, WV – NJK

16. Ellen **Slotnick |** Charleston, WV
    Girl Scout Volunteer and Lifetime Member

17. Ronay **Tenney |** Morgantown, WV
    Director, Operations Support at *Mon Power*

18. Dr. Carrie J. **WHITE |** West Alexandria, PA
    Director of LaunchLab at *West Virginia University*

19. Denise **WORKMAN |** Charleston, WV
    The EdVenture Group

20. Carli **Yoho |** Morgantown, WV
    Assistant Director of Leadership Annual Giving at *West Virginia University – School of Law*

SENIOR STAFF MEMBERS

Beth Casey, Chief Executive Officer, Charleston, WV

Jessica Richards, Chief Operating Officer, Charleston, WV

Denise Hershey, Chief Financial Officer, Charleston, WV

OTHER KEY MEMBERS

Debbie Harless, Membership Development Manager for Charleston, WV

- Describe any partner organizations, their roles, and your relationship with them:
  Our hope is to partner with many organizations moving forward as we develop out this project.
  -Development of the three-year program focusing on careers and mentoring – we will need partnerships with businesses, female entrepreneurs and community leaders, colleges and technical schools, and other nonprofits.
  -Development of onsite out of school programming – we will need to partner with members of our local West Side community, the local school system, and after school programs.
  -Creation of a flexible meeting space and makers' space – we will need to partner with skilled artisans, entrepreneurs, business planners and more to help support our makers' space and the creative ideas that come out of it.
  -Entrepreneurship/female makers' fair – we will need to partner with the local business community, local West Side community, female entrepreneurs, and more as we envision this event and make it a reality.

BUDGETARY OVERVIEW - Must match Budget Worksheet

* Funds Requested	* Total Program/Project Cost	Annual Organization Budget
$50,000	**$205,983**	**$3,917,313**

Request Summary

1. Provide a narrative overview/summary of the request.

Topics that may be included but not limited to:

a. Purpose and anticipated outcomes

b. Individuals, entities, or communities served

c. How the pandemic has necessitated this request

d. Amount of any estimates and bids received to date

e. Timeline for project completion

The Girl Scouts of Black Diamond Council wants to change the trajectory of the future for girls as they enter the workforce. The pandemic has affected the number of girls in Girl Scouting right now and also dramatically affected our income from the cookie sale program in a negative way. We would like to request funding from the city to help us develop a multi-prong program that includes the creation of a makers' space/flexible meeting space within our current footprint on the West Side, a multi-year program for teen girls that focuses on career pathways and mentorship, and the development of other on-site programming at our Virginia Street facilities.

We expect that adapting our current space will help us recruit additional girls into Girl Scouting, develop the entrepreneurial spirit of girls within Girl Scouting, help increase the skillset of our volunteers, provide flexible meeting space for community organizations, and showcase our girls and other female entrepreneurs in a female entrepreneurship/makers' fair event. We also want to partner with schools and other non-profits to provide access to the makers' space as a field trip/resource for them.

The pandemic has taught us all some very valuable lessons and one of those is in how we utilize the space we have. We are supporting our staff in a hybrid in-office/telecommuting model and looking at the space we have and how we use it. We want to be able to have more usable space for programming so that we can serve more girls and be more of a resource to our community.

We know that creating a makers' space is a big dream, but we feel like it could dramatically impact our current girl members as well as our adult volunteers by providing onsite hands-on learning for them both. We know that our volunteers don't feel as comfortable leading STEM activities if that is not their background and having a space where we can do hands-on training with them will increase their comfort level. We teach girls how to run a business through the cookie sale program, but having a makers' space would allow us to help girls develop their own personal business ideas and test them out! It takes entrepreneurship to the next level,, and our girls need that to compete in the world today.

We feel like it would take two years to fully implement this idea and build all of the partnerships necessary to be successful.

Attach any additional information such as bids, concepts, designs, letters of support, etc. If submitting electronically the documents must be in PDF, Excel, or Word format and total file size must not exceed 10 megabytes.

Program/Project Details

* 1. The funding will be used to:

Start a new program/project

Maintain an existing program/project

Expand an existing program/project

* 2. If funded, will the program/project be completed within FY 2022?

Yes **No**

If no, when is expected completion year? **FY2023**

3. Which eligible ARPA Expenditure Category does this program/project represent (See https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf for further details)? Please check all that apply:

*

- Public Health
- **Negative Economic Impacts**
- Services to Disproportionately Impacted Communities
- Premium Pay
- Infrastructure
- Other

You must choose at least one option

4. Briefly describe the program/project funds are being requested for:

During the pandemic and ensuing economic collapse, many girls watched women take on extra responsibilities as they juggled caretaking and work. Although these efforts model to girls how resilient women are in times of crisis, we shouldn't live in a world where girls grow up believing that they have to always do more to be considered equal. At Girl Scouts, we're dedicated to changing that.

We have a big dream and we need your help to make it come true. We want to create a space within our current footprint that is flexible enough to be a spot where teens can hang out after school, equipped well enough to be a maker space, and can also serve as event space to support community events, school field trips, and on site programming including our day camp.

We are in the process of developing older girl programming that will allow girls to explore a variety of different career paths and we already have the largest entrepreneurial program for girls in the nation. Through the cookie sale program, girls learn how to run a business. The next step is to help girls find their passion and support them in testing out business ideas to create their own business. But we need equipment to help support that and a space where they can "work".

We want to connect female entrepreneurs with our girls to help inspire them. And then we want to host a public event that is a makers' fair where girls can share their ideas with the public and sell their creations.

5. Describe the need for this program/project:

Entrepreneurship: Preparing Girls with Business Skills to Take On the World

Due to persistent barriers to success in business and entrepreneurship, women in top leadership positions remain scarce; just 5 percent of CEOs and 12 percent of other top executives in the S&P 500 are women. Helping girls enter and advance in this arena benefits everyone, and Girl Scouts is a powerful place to spark girls' interest in and motivation for entrepreneurship.

Ninety-two percent of girls believe they are smart enough to become an entrepreneur, but not knowing where to start is the number-one barrier they cite to launching their own business. Girls want more entrepreneurship courses or programs, as well as mentoring from business leaders who look like them. Girl Scout Research Institute research indicates that most girls are already engaging with entrepreneurial activities, and Black and Latina girls are especially interested in entrepreneurship. We're committed to helping close the opportunity and leadership gap for girls (and women) of all backgrounds.

The Girl Scout Cookie Program has long been a big part of the overall Girl Scout experience. Whether girls go door to door, set up booths, or sell cookies online through the Digital Cookie® platform, they're learning crucial business skills. And we're expanding and changing our programming to further nurture girls' ambitions and interests in business and entrepreneurship.

Girl Scout experiences shape innovative and entrepreneurial-minded leaders, allowing girls to find the courage to fail and keep trying, the tools to create independence, and the power to do good. Girl Scouts particularly shine when it comes to solving problems in their communities, innovating, strengthening relationships, and embracing setbacks as learning opportunities.

We support girls as they grow skills in these areas:

- **Financial literacy: Girls develop a foundation for entrepreneurial activities and gain skills for a healthy financial life; the skills girls learn through participating in the Girl Scout Cookie Program complement and add to the financial literacy skills they learn as part of our Life Skills program pillar.**

- **Cookie entrepreneurship: Girls run their own cookie businesses and develop five skills for an entrepreneurial mindset. All money earned stays local, and each troop decides how to use some of the proceeds the girls have earned collectively, often for a good cause.**

- **Social entrepreneurship: Girls take a business approach to developing solutions for social, cultural, or environmental issues.**

- **Business development: Girls launch their own business ideas and get hands-on entrepreneurial experience.**

Invest in A Girl-Led Future

As we move together into the future during this extraordinary time, Girl Scouts is evolving and innovating to better support girls to take the helm. Your investment helps every Girl Scout prepare for a lifetime of leadership, adventure, and success. And that's more essential today than ever before.

Success for girls is success for everyone—and they're just getting started. Help Girl Scouts power their potential and develop their skills to make a tangible, positive difference.

Pew Research Center, Women scarce at top of U.S. business—and in the jobs that lead there. 2018.

Girl Scout Research Institute, Today's Girls, Tomorrow's Entrepreneurs. 2019.

Mental Health

Recently, millions of families have experienced skyrocketing social and economic stressors, including coping with illness or the fear of illness, remote schooling, cancelling major life events, increasing financial instability, and our country's ongoing structural and interpersonal racism. And our Girl Scout Voices Count surveys have noted mental health as a top issue for girls. It's clear why they're struggling—especially girls of color, who also face racism and other systemic inequities.

So many girls, both younger and older, need support. Our programs provide a sense of belonging and embrace the value of mental wellness, which is more important than ever. Girl Scouts obtain the skills, resources, and community to develop a strong sense of self; discover their values, strengths, and the world around them; connect with others in a multicultural environment; and take action to make a difference.

By participating in Girl Scouts, girls grow their perseverance, self-esteem, and sociability, leading to lower rates of depression, aggression, and obesity, as well as greater life satisfaction. When youth master these life skills early on, the benefits are long term.

Economic Impact

While this will serve our girls, volunteers and the Charleston community; there will also be significant economic impact for the local economy from our Girl Scouts and other groups who travel in to Charleston to stay in the Girl Zone and use the makers' space. We serve 61 counties in 4 different states and our potential impact is very large. Local restaurants, gas stations, and shops will see a benefit from increased usage of our building.

6. List other Charleston organizations in Charleston that address this need:

The Bible Center has a maker's space on the West Side.

7. Describe the level of collaboration with other organizations on this program/project:

This project will require collaboration with female entrepreneurs throughout our area. It will be important for them to share their success stories with our girls to help them envision their future. As we grow and develop our three-step multi-year program for teen girls that focuses on career exploration, mentoring and externships, we will be partnering with local businesses, technical schools, non-profits and colleges to show our girls the multitude of opportunities that are accessible to them.

We would love to develop this space so that it could be a resource for local non-profits and schools. We are a walkable field trip distance from the Salvation Army Boys and Girls' Club and we have enough parking to support school bus parking.

8. How will duplication of services be prevented?

The creation of this multi-use space will serve multiple purposes. One is the creation of a makers' space that will be able to support Girl Scout programming as well as community programming. The difference with Girl Scouting combined with a makers' space is the wrap-around programming that

comes with Girl Scouting. So many girls, both younger and older, need support. Our programs provide a sense of belonging and embrace the value of mental wellness, which is more important than ever. Girl Scouts obtain the skills, resources, and community to develop a strong sense of self; discover their values, strengths, and the world around them; connect with others in a multicultural environment; and take action to make a difference.

Secondarily, this space will be flexible enough to provide additional event/meeting space – not just for the Girl Scouts and our purposes but for the community. We currently host a day camp at the Girl Zone that supports 24 girls a week. The creation of additional program space onsite will allow us to serve more girls in on-site programming and create an additional affordable rental space for other groups seeking meeting space.

Program Requirements and Objectives

1. Identify the target recipients of proposed services. Specify the number of City residents the program will serve during the fiscal year and explain the basis upon which this number is calculated.
    - **Girl Scouts during year one, we anticipate serving 150 Girl Scouts from Charleston**
    - **Potential Girl Scouts – we are anticipating serving at least 150 from other girls from Charleston are potential Girl Scouts**
    - **School Field trips/or other non-profit field trips – we are hoping to have one field trip per month**
    - **Girl Scout adults and volunteers – we anticipate serving 50 adults in the Charleston area during year one**
    - **Girl Scouts from other areas – we are hoping to serve an additional 150 girls and 30 adults from outside of this area. Bringing in Girl Scouts from other counties will bring an increased economic impact to Charleston.**
2. List any eligibility requirements the program has with respect to age, gender, income, or residence.

Girl Scouting is for girls in grades Kindergarten through grade twelve who accept the Girl Scout Promise and Law. There are no eligibility requirements to be a Girl Scout volunteers other than having a passion for serving youth and being able to pass a background check depending on the type of volunteer role you chose to fill.

Our goal would be for the makers' space/meeting space to be available to other non-profit organizations, community groups and businesses. There would be no age, gender, income or residence eligibility requirements.

3. If this is a continuing activity, describe a measurable outcome of the previous year's work regardless of funding source.

Girls served –

In school year 2020-2021, we served 222 girls in Charleston, but very few were new girls due to the pandemic.

In school year 2019-2020, we served 328 girls in Charleston.

Number of girls participating in entrepreneurship programming

During the 2021 cookie sale program, 69% of girls participated (entrepreneurship).

During the 2020 cookie sale program, 83% of girls participated (entrepreneurship).

4. If this is a new program describe two anticipated measurable outcomes for the proposed program.

While the entrepreneurship program is not new, the addition of the makers' space would be new and the development of a entrepreneurship/makers' fair would be new.

# of Girl Scouts utilizing makers' space
# of community members utilizing makers' space
# of Girl Scouts served through additional event space available on site
# of community members served through additional event space on site

Budget

* 1. Has the organization received funding from the City of Charleston in the past for a similar program/project?

Yes **No**

* 2. Has the organization requested funding from other Federal, State, or Local government entities for any program/project support related to COVID-19?

Yes No

3. If yes, explain from which entities and the amounts requested for each program/project.

We have requested funding from each county within West Virginia that is in our Girl Scout council. Request amounts ranged from $5,000 to $180,000 depending on the number of girls and the types of resources we have in each county. Currently, Kanawha County is the only one that has responded.

5. List any other Federal, State, Local, or private funding or grant awards received in the last three years and the amount and status of each award.

Name	Gift Date	Amount	Purpose	Status
Mr. John McCuskey	12/07/2018	6,162.70	McCuskey Campaign	Completed
Daywood Foundation, Inc.	12/14/2018	13,000.00	Camping program	Completed
GIRL SCOUTS WESTERN PA	05/28/2019	12,000.00	Outdoor proram	Completed
Antero Resources	06/03/2019	5,000.00	Girl Scout programming	Completed
Cecil I. Walker Charitable Trust	06/05/2019	20,000.00	Operating Expenses	Completed
Truist West Virginia Foundation	06/05/2019	7,500.00	Girl Recognition Event	Completed
Mrs. Jane Moore	06/20/2019	5,000.00	Operating Expenses	Completed
Toyota Motor North America, Inc.	07/02/2019	5,000.00	Sponsorship	Completed
The Greater Kanawha Valley Foundation	08/12/2019	37,500.00	Capital Campaign	Completed

Mrs. Betty Klingensmith	10/24/2019	5,000.00	Nip Credit	Completed
WVU State of WV	11/22/2019	5,000.00	Sponsorship	In progress
Mr. & Mrs. Michael & Elizabeth D. Walker	11/26/2019	5,000.00	Operating Expenses	Completed
Daywood Foundation, Inc.	12/31/2019	13,000.00	Outdoor proram	Completed
Mr. John McCuskey	12/31/2019	10,000.00	McCuskey Campaign	Completed
Mr. John McCuskey	12/31/2019	10,000.00	Nip Credit	Completed
EQT Foundation	01/07/2020	20,000.00	STEM programming	Completed
The Claude Worthington Benedum Foundation	02/13/2020	125,000.00	Foster Care Programming	In progress
Cecil I. Walker Charitable Trust	06/08/2020	25,000.00	Operating Expenses	Completed
Truist West Virginia Foundation	06/24/2020	7,500.00	Girl Recognition Event	Completed
Mr. & Mrs. Michael & Elizabeth D. Walker	06/30/2020	5,000.00	Operating Expenses	Completed
Pallottine Foundation	07/01/2020	18,000.00	Mental Health/Foster Care programming	In Progress
Mrs. Betty Klingensmith	07/06/2020	5,000.00	Operating Expenses	Completed
Community Trust Foundation of Garrett County	08/10/2020	5,000.00	Girl Scouting in Garrett County	In progress
Mr. John McCuskey	12/14/2020	5,000.00	Nip Credit	Completed
Mr. John McCuskey	12/15/2020	10,000.00	McCuskey Campaign	Completed
Daywood Foundation, Inc.	12/17/2020	13,000.00	Outdoor proram	Completed
Kathleen Ellis	12/31/2020	5,000.00	Nip Credit	Completed
The Antero Foundation	12/31/2020	5,000.00	Girl Scout programming	Completed
The Claude Worthington Benedum Foundation	02/17/2021	125,000.00	Foster Care Programming	In progress
Mrs. Alice Foglesong	02/28/2021	32,960.00	Restricted to donor preferences as a bequest	Donor restriced - in progress
Mrs. Betty Klingensmith	03/23/2021	5,000.00	Operating Expenses	Completed
GSUSA - Walmart Match	04/30/2021	12,201.72	Operating Expenses	Completed
Truist West Virginia Foundation	05/05/2021	7,500.00	Girl Recognition Event	Completed
TC Energy	05/13/2021	7,000.00	STEM programming	In progress
Ms. Elaine P. Oliver	05/18/2021	5,000.00	Donor Restricted per bequest	Donor restriced - in progress
Cecil I. Walker Charitable Trust	06/07/2021	25,000.00	Operating Expenses	Completed
AEP Foundation	06/15/2021	25,000.00	STEM programming	In progress
Mr. & Mrs. Michael & Elizabeth D. Walker	09/14/2021	5,000.00	Nip Credit	Completed
William Flanery	10/01/2021	5,010.00	Nip Credit	Completed

Kanawha County Commission	11/08/2021	100,000.00	Girl Scouting in Kanawha County	In progress

5. Briefly summarize project revenues and expenses related to this request. This should coincide with the budget worksheet.

6. If this request is not fully funded, what adjustments to the program/project is the organization prepared to make?

We are committed to relocating our Girl Scout Shop and inventory/storage area so that we can better utilize the space within our building. If this request is not fully funded, it would limit the type and amount of equipment and supplies we can purchase to furnish this space and the programming support we can offer.

7. Describe the plan for sustainability of the program/project or initiative after the requested award has been exhausted.

The makers' space/meeting space could become an income-generating opportunity for Girl Scouts of Black Diamond Council. Hosting makers' space workshops will help generate income that can help replace supplies and equipment as needed. We are also hoping that the flexible meeting space component of the space will help generate income as more and more organizations give up their office space and have a need for meeting space that is affordable.

8. Briefly describe the organization's fiscal oversight / internal controls to minimize opportunities for fraud, waste, and mismanagement.

As a non-profit organization, financial oversight encompasses many and varied responsibilities. The Board of Directors is ultimately responsible for establishing and ensuring the organization's compliance with proper financial systems and controls, regularly evaluating the organization's financial health, and ensuring that the organization is on a financially sustainable path. We have separate Finance and Audit Committees with various oversight responsibilities. Below is a list of key policies, procedures, and internal controls established for our organization:

- **Financial policies and procedures**
  - **Separation of Duties**
  - **Signatures and Authorizations**
- **Investment policies and procedures**
- **Approved operating budget**
- **Monthly review of budgeted vs. actual expenses and income**
- **Quarterly review of financial reserves and investments**
- **Audited financial statements**
- **Governance policies**

- **Conflict of Interest policy**
- **Whistleblower policy**
- **Document Retention policy**

9. How does your agency plan to separate ARPA funds from other agency funds for purposes of identification, tracking, reporting and auditing?

Girl Scouts has a long history with tracking restricted funds and accounting for expenses for separate restricted funds. We use Abila for our accounting software and have an extensive accounting chart of accounts that supports specific reporting for revenue and expenses.

REQUESTED BUDGET WORKSHEET

Revenue Source Projections

List all Estimated Funding for this Program/Project

* Proposed City ARPA Funding	Internal/Self-Funding
$ 50,000	$60,000
Donations/Other Fundraising	Government Grants/Other
$ 58983.20	$37,000

* TOTAL REVENUE

$205,983.20

Expenses Projections

List all Estimated Expenses for this Program/Project

Salaries/Wages

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
$10,000	**$67,512**	**$77,512.00**

Benefits & Matchings

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
$	**$27,675.20**	**$27,675.20**

Contracted Services

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
$	**$11,300**	**$11,300**

Program Materials

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
$22,000	**$2,475**	**$24,475**

Marketing

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
$	**$11,000**	**$11,000**

Supplies

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
$18,000	**$22,866**	**$40,866**

Other

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
$	**$**	**$13,155**

Total Expenses

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
$50,000	**$155,983**	**$205,983**

NOTE: Revenues and Expenses must balance, and the use of requested funds must be directly related to COVID-19 recovery efforts.

Organizational Details

1. Describe the history of the organization and its current programs and activities.
   Girl Scouts of Black Diamond Council serves over 5,000 girls with the support of over 2,000 adults in sixty-one counties in West Virginia, Ohio, Virginia and Maryland, with our central office located in Charleston, WV. Our council was formed in 1974 when four existing Girl Scout councils merged together.
   For more than 100 years, Girl Scouts have demonstrated resilience, learned the skills, embraced the experiences, and cultivated the sisterhood that help them impact their communities today and accomplish big things tomorrow. In this time of uncertainty, our mission continues. In fact, more than ever, girls need Girl Scouts. Girls need Girl Scouts so they can walk boldly towards sisterhood, justice, and fairness.
2. Provide the organization's mission statement/purpose.
   Our mission is to build girls of courage, confidence and character who make the world a better place. Our purpose is to provide a safe place where girls of all backgrounds and abilities can be unapologetically themselves as they discover their strengths and rise to meet new challenges—whether they want to climb to the top of a tree or the top of their class, lace up their boots for a hike or advocate for climate justice, or make their first best friends.

3. List any third-party references that can verify the organizations qualification or prior grant experience.

   Kim Tieman, Claude W. Benedum Foundation

   Dr. Michelle Foster, Greater Kanawha Valley Foundaiton

COVID-19 Impact

1. Explain the impact of the COVID-19 pandemic and how it relates to your request. For example, reduction in services, closures, increased costs, community impact, etc.

   Our office building and our shop were closed for months and then we moved to limited service where we shipped items out instead of letting people in the building. But the biggest impact we faced and continue to face is the challenge to get in front of girls. In recent history, the public school system has been our biggest partner and we have been able to share Girl Scouting with school-aged girls through presentations in classrooms, in the auditorium or at lunch. Because of that, our new girl numbers were impacted dramatically.

   In the 2020-2021 school year, we served 222 girls with the help of 108 adults who live in the city of Charleston. This was down over 100 new girls from the previous years. As we have started the 2021-2022 school year, recruiting has still been a challenge, but families are ready and we have seen an increase in girls. Right now, we have 131 girls in Charleston and 86 adults. We are committed to growing that number because we know that girls in our city need Girl Scouts.

   The largest impact is not just in the numbers, but in the girls themselves. 2021 brought crisis and urgency to millions of girls' doorsteps. Health issues, financial insecurity, empty grocery shelves, closed schools, and countless other hardships touched their lives. And the call for

racial justice confronted long-standing systemic disparities that deeply affect all too many girls, families, and communities.

The world has changed profoundly during 2021. At Girl Scouts, we're doubling down on the center of everything for us: girls. We're continuing to offer girls the tools they need to meet today's problems with bold solutions and create a better, brighter tomorrow.

Girls are using this extraordinary time to become their full selves, bringing tremendous value to our communities and world and creating a bold future for us all to share. They're stepping up to learn skills in leadership, creative problem solving, and entrepreneurship, so they can tackle challenges to make our world a better place. Help us create a space where they have the tools they need to try new skills, test their business ideas, and get the support they need to create a path for their life.

2. If funds are being requested to replace revenue lost due to COVID-19, provide details, and attach supportive documentation.

While our 2021 budget was severely impacted by our cookie sale program revenue being down over $1.2 million, we preferred to write a request that focused on creating economic opportunities for our city's residents.

3. If awarded, how will ARPA funding aid in the recovery from the COVID-19 pandemic?

The pandemic has affected Girl Scouts of Black Diamond Council in several ways. This funding would help us create an avenue for us to reach more girls and be more visible in the community. But the long-lasting impact of helping girls envision their future and have tangible ways to make their dreams come true would be the most important outcome of this integrated project.

As discussed earlier, the pandemic affected women dramatically and girls watched women take on extra responsibilities as they juggled caretaking and work. We want to make sure that the next generation of women who enter the workforce have the skills needed to be successful and have had the opportunity to discover their passion and investigate the different pathways available to them.

Our income from the cookie sale program was impacted by the pandemic and we would love to have the opportunity to use ARPA funds to create new and innovative ways to help our Girl Scouts and other community members develop their entrepreneurial spirit on a new level.

THE APPLICANT UNDERSTANDS:

*

1. This application and other materials submitted to the City may constitute public records which may be subject to disclosure under the West Virginia Freedom of Information Act. Documents containing sensitive information may be marked as "confidential."

You must choose at least one option

*

2. Submitting false or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program, and the applicant or its representative may be subject to civil and/or criminal prosecution.

You must choose at least one option

THE APPLICANT CERTIFIES THAT:

*

1. I have reviewed the US Treasury guidelines regarding the eligible uses of American Rescue Plan State and Local recovery funds. https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund/request-funding

You must choose at least one option

***Yes**

2. By submitting this request, I represent that I am an authorized officer, or member of the organization for which I am submitting, and the information contained in my submittal is true and correct to the best of my knowledge and belief.

You must choose at least one option

***Yes**

3. The information submitted to the City of Charleston ("City") in this application, and substantially in connection with this application, is true and correct.

You must choose at least one option

***Yes**

4. The applicant is in compliance with applicable laws, regulations, ordinances and orders applicable to it that could have an adverse material impact on the project. Adverse material impact includes lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory action by a governmental entity or inadequate capital to complete the project.

You must choose at least one option

***Yes**

5. The applicant is not in default under the terms and conditions of any grant or loan agreements, leases or financing arrangements with its other creditors that could have an adverse material impact on the project.

You must choose at least one option

***Yes**

6. I understand and agree that I must disclose, and will continue to disclose, any occurrence or event that could have an adverse material impact on the project.

You must choose at least one option

***Yes**

7. I certify that the requested funding is needed to ensure this program/project will occur within the City limits of Charleston West Virginia.

You must choose at least one option

***Yes**

8. The Board of Directors or governing body of the organization has approved submission of this application. Please attach a copy of the authorizing resolution or meeting minutes using the file upload.

You must choose at least one option

* Signature – Elizabeth M Casey

Authorized representative of Applicant/Organization

* Date 12/15/2021

* PRINTED NAME: Elizabeth Casey

* TITLE OF APPLICANT: CEO

* ORGANIZATION NAME: Girl Scouts of Black Diamond Council, Inc.

Notice of Award

Beneficiary Name: Girl Scouts of Black Diamond Council, Inc.	**Name of Awarding Agency:** City of Charleston, West Virginia
Beneficiary's UEI Number: STB5GKMCMN34	**Award Date:** 4/19/2022
Program Name: Investing in the Future	**Award Period of Performance:** 4/19/2022 – 12/31/2024
Award Program Description: The City of Charleston Non-Profit Fund addresses the financial and programmatic needs of Non-Profit Organizations in the community, as required to implement programming consistent with the economic, social, and health goals identified by the City.	
Total Amount of Funds Obligated by this Agreement: $50,000	**Total Amount of Funds obligated to the Beneficiary:** $50,000
Terms & Conditions: All requirements imposed by the City of Charleston, West Virginia (the City) on the Beneficiary so that the award is used in accordance with the City of Charleston guidance, U.S. Treasury guidance, and the terms and conditions of the award of City of Charleston Non-Profit Fund.	
Incorporated Documents: 1. Notice of Award **2.** Beneficiary Agreement **3.** Exhibit A – Scope of Work 4. Exhibit B – Project Budget	

Beneficiary Agreement

Minimum Requirements include:

- All requirements imposed by the City of Charleston, West Virginia (the City) on the Beneficiary so that the award is used in accordance with the City of Charleston guidance, U.S. Treasury guidance, and the terms and conditions of the award of City of Charleston Non-Profit Fund.
- Any additional requirements imposed by the City on the Beneficiary, including identification of any performance requirements.
- Terms and conditions concerning the closeout the award.

THIS AGREEMENT is made by and between the City of Charleston, West Virginia (the City), with offices located at 501 Virginia St. E., WV 25301, and Girl Scouts of Black Diamond Council, Inc., (hereinafter referred to as "Beneficiary") with administrative offices at 321 Virginia Street West, Charleston, WV 25302 (each being at times referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, the purpose of this Agreement is to provide for the award of financial assistance by the City to assist the Beneficiary with funding such necessary expenses to implement programming consistent with the economic, social, and health goals identified by the City, as are described in this Agreement and the attachments hereto, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the City and the Beneficiary agree as follows:

Section 1: Compliance

A. Beneficiary acknowledges that Fund payments made by the City to the Beneficiary are not considered to be grants but are "other financial assistance". The Beneficiary agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The Beneficiary further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. During the performance of this Beneficiary Agreement, the Beneficiary shall comply with all applicable federal laws and regulations, including but not limited to the provisions in this Agreement and the required federal provisions. Violations of law will be referred to the proper authority in the applicable jurisdiction.

C. Contracts awarded by the Beneficiary under this Agreement shall comply with all applicable Federal laws, regulations, executive orders, Department of Treasury policies, procedures, and directives. With respect to any conflict between such federal requirements and the terms of the contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control. The Beneficiary must comply with all applicable Federal law, regulations, executive orders, Department of Treasury policies, procedures, and directives.

Section 2: Term

A. This Agreement shall begin upon the date last executed by the Parties (the "Effective Date") and shall remain in effect until March 31, 2027 (the "Expiration Date") unless terminated earlier as defined in Section 6.

B. The Beneficiary shall be eligible to receive funding for eligible and allowable costs (as defined in Section 3) through December 31, 2024 (the "Covered Period").

Section 3: Funding

A. Subject to the terms and conditions of this Agreement, the City shall pay the Beneficiary, on an advance payment basis, up to a maximum of $50,000 to implement the projects and/or activities described in the Scope of Work (SOW). It is understood and agreed that any additional funds necessary in connection with the projects and/or activities described in the SOW above and beyond this amount are the sole responsibility of the Beneficiary.

Section 4: Duplication of Benefits

A. The Beneficiary hereby certifies and affirms that the projects and/or activities to be funded under this Agreement shall not result in a prohibited duplication of the benefits obtained by the Beneficiary, any sub-sub recipient (as defined in 2 C.F.R. §§ 200.92-93), or any individual or entity that is a beneficiary of such projects and/or activities from other programs (such as the American Rescue Plan Act), other local, state, or federal funding sources (e.g. the Stafford Disaster Relief and Emergency Assistance Act, etc.), private insurance, or other private organizations. It is the Beneficiary's responsibility and obligation to implement processes to ensure compliance with this paragraph. The Beneficiary acknowledges and agrees that it has an affirmative obligation to promptly identify and report any duplication of benefits to the City. In the event that the Beneficiary recovers costs incurred under this Agreement and reimbursed by the City from another source, the Beneficiary shall reimburse the City for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Beneficiary to the date repayment is made to the City by the Beneficiary.

Section 5: Reporting Requirements

A. <u>Performance Reports.</u> Reports are due to the City no later than five (5) days after the end of each period listed below (until all funds are expended and project implementation goals are met):
   - June 30, 2022, due July 5, 2022
   - September 30, 2022, due October 5, 2022
   - December 31, 2022, due January 5, 2023
   - March 31, 2023, due April 5, 2023
   - June 30, 2023, due July 5, 2023
   - September 30, 2023, due October 5, 2023
   - December 31, 2023, due January 5, 2024
   - March 31, 2024, due April 5, 2024
   - June 30, 2024, due July 5, 2024
   - September 30, 2024, due October 5, 2024
   - December 31, 2024, due January 5, 2025

- March 31, 2025, due April 5, 2025
- June 30, 2025, due July 5, 2025
- September 30, 2025, due October 5, 2025
- December 31, 2025, due January 5, 2026
- March 31, 2026, due April 5, 2026
- June 30, 2026, due July 5, 2026
- September 30, 2026, due October 5, 2026
- December 31, 2026, due January 5, 2027

The report shall appear on the Beneficiary's letterhead and outline progress of items to date.

B. Final Report. Within twenty (20) days following the close of project implementation by the Beneficiary under this Agreement, the Beneficiary shall submit a "Final Project Report," in which the Beneficiary shall describe the status of the Beneficiary's implementation of all projects and/or activities undertaken under this Agreement.

Section 6: Termination

A. Termination for Cause. the City may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by the Beneficiary in this Agreement, the SOW, or in any application materials for funding submitted to the City in connection with this Agreement shall at any time be false or misleading in any respect, or in the event of the failure of the Beneficiary to satisfactorily perform any task, deliverable, or activity under this Agreement or otherwise comply with the terms and conditions of this Agreement. Prior to termination, the City shall provide fifteen (15) days written notice of its intent to terminate and shall provide the Beneficiary an opportunity to consult with the City regarding the reason(s) for termination.

B. Termination for Convenience. This Agreement may be terminated for convenience by either Party upon providing the non-terminating Party with ten (10) days written notice.

C. Effect of Termination. Costs incurred by the Beneficiary after termination of this Agreement shall not be reimbursable unless expressly authorized by the City prior to the effective date of termination.

Section 8: Contracting

A. Contracting. In procuring goods and services under this Agreement, the Beneficiary shall use its own documented procurement procedures, provided that such procurements conform to applicable state and federal law.

The Beneficiary may Contract work under this Agreement as necessary without the prior written consent of the City, subject to the any conditions or limitations imposed by applicable state and federal law. Regardless of any Contract, the Beneficiary is ultimately responsible for all projects, programs, activities, and services undertaken by Contractors under this Agreement. The Beneficiary agrees to be responsible for the fulfillment of all work elements included in any Contract and agrees to be responsible for the payment of all monies due under any Contract. It is understood and agreed by the Beneficiary that the City shall not be liable to any Contractor for any expenses or liabilities incurred under the Contract and that the Beneficiary shall be solely liable to the Contractor for all expenses and liabilities incurred under the Contract.

Section 9: Closeout

A. The City will close out this Agreement when it determines that all activities and all applicable administrative actions have been completed. Unless an extension is approved by the City, within twenty (20) calendar days after the Expiration Date, the Beneficiary must submit any outstanding reports, including the Final Project Report, as well as any required reporting on awards.

On behalf of the Beneficiary, I understand and agree to the foregoing terms and conditions of the award of a portion of the financial assistance obligated by the City under the City of Charleston Non-Profit Fund, and hereby certify my authority to execute this agreement on Beneficiary's behalf.

______________________________	______________________________
Name	Title
______________________________	______________________________
Date	Phone Number

____
Signature

Exhibit A – Scope of Work

With the funding received from the City, the Girl Scouts of Black Diamond Council will initiate the development of a multi-prong program that includes the creation of a makers' space/flexible meeting space within its current footprint on the West Side, a multi-year program for teen girls that focuses on career pathways and mentorship, and the development of other on-site programming at its Virginia Street facilities.

Adapting the current space will help to recruit additional girls into Girl Scouting, develop the entrepreneurial spirit of girls within Girl Scouting, help increase the skillset of volunteers, provide flexible meeting space for community organizations, and showcase the girls and other female entrepreneurs in a female entrepreneurship/makers' fair event. The Beneficiary also aims to partner with schools and other non-profits to provide access to the makers' space as a field trip/resource for them.

The Beneficiary projects that it will require a period of two years to fully implement the program and build all of the partnerships necessary to be successful.

The objectives to be tracked through performance reports include:

- Renovation of current facility to accommodate development of the makers' space
- Acquisition of equipment necessary to facilitate the utilization of the makers' space
- Hosting of a makers' fair, where Girl Scouts are able to share their ideas and sell creations

Exhibit B – Project Budget

Source	Purpose	Amount
City of Charleston Non-Profit Fund	Makers' Space Supplies and Equipment	$50,000
Other Sources of Funding	Facility Renovations and Programming Costs	$155,983
Total Program Cost		$205,983

Risk Assessment Tool

Grantee Name:	Girl Scouts of Black Diamond Council
Grant Program Name:	Entrepreneurship, Mental Health, and Career Development programs
Grant #:	
Grant Amount:	$50,000
Grant Period:	April 8, 2022 - December 31, 2026
Monitor Period:	April 8, 2022 - December 31, 2022
Date of Review:	8-Apr-22
Date of Last Review:	8-Apr-22

#	Question	Points	Assessment -- Yes; No; N/A *(select from drop down)*	Score (1=yes)	Comments
1	Has the applicant managed federally funded grant programming in the last 24 months?	1	No	0	No prior federal grant experience
2	Was the applicant subject to a financial statement audit in the last 24 months, and had no findings? If any findings, list the number and details.	1	No	0	
3	Was the applicant free of any audit findings received within the past 5 years? If findings were made, how many, and nature of finding(s).	1	N/A	0	
4	Does the applicant have the capacity to manage and implement federal regulations including 2 CFR 200 and other specific federal regulations pertaining to items such as (segregation of duties, cash handling, contracting procedures, and personnel and travel policies). (2 CFR 200.303 - Internal Controls)	1	Yes	1	
5	Have key staff been instrumental in the funds process or generally remained stable in the past year?	1	Yes	1	CFO Retired last year but promoted internal CPA
6	Has the applicant's financial or grant management system (technology or other) remained unchanged in the last 12 months? If changes were made, please explain in the comments section.	1	Yes	1	
7	Does the applicant's accounting system segregate expenditures by funding source? (Per 2 CFR 200.302, system must be sufficient to permit the preparation of reports and tracing of funds.)	1	Yes	1	
8	Has SAM.gov been checked to determine that the applicant is not debarred, suspended, or does not show delinquent federal debt in Sam.gov? (2 CFR 200.214)	1	Yes	1	
9	Does the applicant have documented procurement policies in alignment with the procurement regulations of 2 CFR Part 200?	1	Yes	1	
10	Does the applicant maintain central file locations for all grants, loans or other types of financial assistance?	1	Yes	1	
11	Does the applicant have a Conflict-of-Interest Policy in place and is it documented?	1	Yes	1	
12	Does (or did) the applicant require, collect and document any expenditure/financial reports from subrecipients (from other current or past), and if so how frequently?	1	N/A	0	No subrecipients
13	Has the applicant been consistent/timely with prior program reporting requirements?	1	N/A	0	No grants that required periodic reporting
14	Have the applicant's financial reports for any previous programming been adequate, accurate and on time?	1	N/A	0	No grants that required periodic reporting

Available Total	14	**Total Risk Score**	8

LEGEND

High Risk	*Less than*	*4*
Medium High	*Between*	*4-7*
Medium Low	*Between*	*8-11*
Low Risk	*Greater than*	*11*

Notes	Is a well-established organization with robust internal controls. Has experience managing foundation grants and large amounts of funds.
Concerns	As a beneficiary under the City's non-profit grant program, the level of risk is minimized.
Recommendations	Recipient should provide all invoices and receipts along with monthly reimbursement requests. All procurements for services or construction over $50,000 should be coordinated with City personnel.

Resolution No. 628-22

Introduced in Council: Adopted by Council:

April 18, 2022 _______

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 628-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act (“ARPA”) funds to WV Health Right in the total amount of $1,500,000 and to execute appropriate agreements establishing the terms and conditions imposed upon the recipient, including ongoing duties for reporting on expenditure and programmatic activities and binding covenants to spend funds in accordance with the purposes for which such funds were granted.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to grant American Rescue Plan Act (“ARPA”) funds to WV Health Right in the total amount of $1,500,000 and to execute appropriate agreements establishing the terms and conditions imposed upon the recipient, including ongoing duties for reporting on expenditure and programmatic activities and binding covenants to spend funds in accordance with the purposes for which such funds were granted.
The grant is approved in full or in part based upon information submitted to the City in the grant recipient’s City of Charleston ARPA grant application, attached hereto as Exhibit A. The City Manager is directed to withhold grant funding to the grant recipient should the City Manager determine that the grant recipient has failed to adhere to the obligations established in the agreement or fails to adhere to applicable local, state, or federal law.

American Rescue Plan Act (ARPA) Funding Application

Print

Submitted by:

Status: Open

Assigned To: Jonathan Storage

Priority: Normal

Due Date: Open

Attachments

- WVHR Board Resolution & Main Campus & West Side Expansion Quotes.pdf - 2021-11-17 04:22:28 pm

American Rescue Plan Act (ARPA)
Funding Application
Non-Profit, Community Groups, Neighborhood Associations, and Businesses
APPLICATION DEADLINE: December 15th 2021

Application must be completed in full to be considered. Submit completed application and enclosures/attachments by email to ARPA@cityofcharleston.org , or mail to City Manager's Office, 501 Virginia Street East Charleston, WV 25301.

All requests for funding **must be directly related to COVID-19 mitigation or recovery efforts** and must fall within the parameters of at least one of the goals set by the treasury department along with other requirements listed within this application.

GENERAL INFORMATION

* **Name of Project/Program:**

WV Health Right Clinic Expansion Project

* **Organization Name:**

WV Health Right Inc.

* **Address:**

1520 Washington Street East Charleston, WV 25311

* **Primary Contact Person:**

Dr. Angie Settle

Title:

CEO

* **Phone:**

* **Email:**

304-414-5931	asettle@wvhealthright.org

Federal Tax ID:

31-1066881

If applicable: DUNS Number:

175531904

To obtain a DUNS number please visit https://fedgov.dnb.com/webform After obtaining, please register your organization with the System for Award Management at https://sam.gov/SAM/

List the organization's owner(s), Board of Directors, senior staff members, and other key members:

• Board of Directors Bob Whitler, President Ryan Lindsay, Vice President Dr. John Turley, Treasurer Fran Moore, Secretary Libby Boggess, Past President Greg Clarke, MD, Medical Director Dan Thistlewaite, MD Zarpash Babar, MD Christine Teague, Pharm D Joe Farris, MD James Johnson Ivin Lee Michael Tupta, DDS David Shapiro Dr. Dina Bowe • Senior Staff Members Dr. Angie Settle, CEO Rhonda Francis, Director of Clinical Services Steven Hall, Director of Communications and Administrative Support Brandi O'Dell, Director of Operations Shayla Leftridge, Director of Community Outreach, Diversity, Equity, and Inclusion Mendi Harkins, Fiscal Director

Describe any partner organizations, their roles, and your relationship with them:

WV Health Right has a long-standing relationship in collaborating with community partners to improve results and improve patient outcomes. However, the size and scope of this project will outweigh the local availability of resources needed to fully complete the project. WV Health Right has already engaged with the following groups or entities to enhance the proposed project by leveraging space, funding, volunteer capacity, and other resources. • Charleston Area Medical Center • Kanawha-Charleston Health Department • Shiloh Baptist Church • Metropolitan Baptist Church • St. Paul Baptist Church • A More Excellent Way Church • New First Baptist Church • New Covenant • New Life Church • Grace Bible Church • Sojourners • Liberty Center • Manna Meal • Roark Sullivan Lifeway Center • Twin Cities • Pan Hellenic Greek Council • NAACP of Charleston • Dem 2 Brothers and a Grill • Black Lives Matters (BLM) – Charleston • The Greater Kanawha Valley Foundation • The City of Charleston • WV Department of Health and Human Services • WV Department of Public Health • Ryan White Program • Individual Donors

BUDGETARY OVERVIEW - Must match Budget Worksheet

* Funds Requested	* Total Program/Project Cost	Annual Organization Budget
$2,200,000.00	$10,100,000.00	$5,835,328.00

Request Summary

1. Provide a narrative overview/summary of the request.

<u>Topics that may be included but not limited to:</u>

   a. Purpose and anticipated outcomes
   b. Individuals, entities, or communities served
   c. How the pandemic has necessitated this request
   d. Amount of any estimates and bids received to date
   e. Timeline for project completion

1. WV Health Right is requesting $2,200,000 from the City of Charleston's American Rescue Plan Funds to assist with the overall costs associated with the main clinic's expansion project as well as Phases 3 and 4 and a new roof for the West Side Clinic location. The two projects collectively will cost approximately $10,100,000 and funds will be used for the overall construction and renovation costs associated with these projects. The main expansion project is currently shovel-ready and is expected to be completed within a year of meeting funding requirements. The West Side location is also shovel-ready and is currently under Phase 2 construction. a. Purpose and anticipated outcomes: WV Health Right, Inc., has been the safety-net healthcare provider for nearly 40 years throughout the Kanawha Valley. Thousands of individuals seek access to free healthcare when no other alternative is available. Unfortunately, more and more are facing the need for a trusted healthcare provider and this clinic continues to provide that service. COVID-19 has caused a significant increase in the patient population due to lay-offs and furloughs and loss of healthcare coverage. Additionally, WV Health Right operates a daily drive-thru testing and vaccination site to continue pandemic response in addition to providing the previously existing day-to-day services. The anticipated outcomes for this specific request include increased healthcare access to underserved individuals; increased job opportunities for skilled

labor and healthcare professionals; and increased access to behavioral health services. b. Individuals, entities or communities served: The patients served by WV Health Right are uninsured, underinsured, and medically at-risk adults. Of those served, 38 percent have a household income at 100 percent of the Federal Poverty Level. Currently, 41 percent of the patients are insured through Medicaid; 10 percent are insured through Medicare; and 49 percent remain uninsured. The patients at both the main clinic and the West Side Clinic predominately represent the working poor, with 83 percent of established patients reporting working or residing in a household where someone is employed. Most of the clinic's patients suffer from one or more chronic illnesses, making them more susceptible to contracting and dying from COVID-19. The population served over the entire region will benefit from this expansion as services will continue to expand; the population's health outcomes will continue to improve; and the state's substance abuse crisis will receive the additional support and resources it needs to drastically reduce the effects of drug abuse and overdose rates among those suffering from Substance Use Disorder and mental illness. c. How the pandemic necessitated this request: WV Health Right has served on the front lines of the pandemic response since March 2020. In October 2020, WV Health Right became a state-certified testing site and began offering drive-thru COVID testing on a daily basis. Prior to this, WV Health Right was working with area homeless shelters to provide rapid testing to individuals entering the shelters for housing. Because this population is often transient in nature, it was imperative to provide rapid tests to reduce community spread of the virus. As a result of the clinic's response, additional medical professionals had to be hired as well as data entry staff to keep up with entering testing results and vaccine records. Further, WV Health Right's patient population increased by approximately 12,000 individuals due to lay-offs and furloughs and loss of healthcare coverage. Therefore, the clinic is at capacity with staff and patients until an expansion project is completed. d. Estimates received to date: The main clinic's estimate is $8,960,000. However, due to the increasing costs of materials and anticipated additional contingent costs, an extra $140,000 in cost overruns are estimated, bringing the total estimated cost of construction of the new three-story building and renovations of the existing structure to $9,100,000. The West Side Clinic's estimated costs to complete both Phases 3 and 4 as well as a new roof for the building is anticipated to cost $1,000,000. e. Timeline for project completion: Both projects are shovel-ready and will commence as soon as funding is secured. Both projects are anticipated to be completed in calendar year 2022.

Attach any additional information such as bids, concepts, designs, letters of support, etc. If submitting electronically the documents must be in PDF, Excel, or Word format and total file size must not exceed 10 megabytes.

Program/Project Details

*** 1. The funding will be used to:**

- ○ **Start a new program/project**
- ○ **Maintain an existing program/project**
- ◉ **Expand an existing program/project**

*** 2. If funded, will the program/project be completed within FY 2022?**

○ **Yes** ◉ **No**

If no, when is expected completion year?

The projects are expected to be completed in calendar year 2022.

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3. Which eligible ARPA Expenditure Category does this program/project represent (See https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf for further details)? Please check all that apply:

*

- ☑ **Public Health**
- ☐ **Negative Economic Impacts**
- ☐ **Services to Disproportionately Impacted Communities**
- ☐ **Premium Pay**
- ☐ **Infrastructure**
- ☐ **Other**

4. Briefly describe the program/project funds are being requested for:

WV Health Right, Inc. is requesting $1,200,000 from the City of Charleston’s American Rescue Plan funding allocation to assist with the overall cost of the main clinic's expansion and $1,000,000 to complete Phases 3 and 4 as well as a new roof at the West Side Clinic for a total of $2,200,000. The total project for the main clinic is slated to cost approximately $9,100,000 while the West Side expansion costs total $1,000,000. The funding received from the American Rescue Plan will be used for the overall construction and renovation costs associated with these projects. Both projects are expected to be completed within a year of meeting the funding requirements. The funding requested will support the expansion projects for both the main clinic located at 1520 Washington St. East and the West Side Clinic located at 511

Central Avenue, both of which are within the city of Charleston. The main clinic will feature a three-story addition along with renovations to the existing clinic structure. The new design will provide additional space for patient care, laboratory services, behavioral health and substance use disorder treatment, and administrative offices. The West Side expansion will extend the current clinic space to include additional treatment areas for behavioral health services, a teaching kitchen, a family services unit, an exercise and multipurpose room, and classroom space for patient education and learning experiences, additional office space, HVAC replacement, and a new roof on the facility. Both expansions are vital to the continued growth and development of the health care services provided to more than 40,000 individuals on an annual basis. WV Health Right has been the safety-net healthcare provider for almost 40 years throughout the Kanawha Valley. Thousands of individuals seek access to free healthcare when no other alternative is available. Unfortunately, more and more are facing the need for a trusted healthcare provider and WV Health Right has always been ready to answer that call. COVID-19 has only increased the need for immediate and rapid access to quality healthcare as most of the clinic's patients suffer from one or more chronic illnesses and require extensive monitoring and continuity of care – including medications, dental, and optometric access, etc. WV Health Right must continue to acclimate to the growing needs of the community, and access to this funding opportunity will provide the necessary resources to move forward with the expansion of both the main clinic and West Side locations. The current building renovation and expansion project for the main clinic has completed its final stages of planning, design, and board approval. The project began the bidding process on June 4, 2021. The bid review process is complete, and contract awards are currently being assigned. The construction and renovations will commence as soon as possible as additional funding commitments are solidified, and it is anticipated that the project will be completed in calendar year 2022. The West Side expansion project has been in progress for several months and is also anticipated to be completed in calendar year 2022, depending on funding availabilities.

5. Describe the need for this program/project:

The clinic's patient population has grown from approximately 15,000 in 2014 to the current total of over 40,000, which has caused the need for additional clinic space. Not only has the patient population more than doubled over the past seven (7) years, but job creation has more than doubled as well – increasing from 32 employees in 2014 to 78 employees who are earning a living and respectable wage. WV Health Right has been providing healthcare to the uninsured and underserved and has served as an integral part of the healthcare provider landscape of our community since 1982. We have always been ready to meet the needs of the those we serve daily and during times of emergency, including the historic 1,000-year flood in 2016 as well as throughout the COVID-19 pandemic. We are seeking funding assistance so we can continue to carry out our mission and provide comprehensive healthcare to anyone in need. We are seeing more patients than ever as the primary safety-net health care provider for our community. We are the state's oldest and largest free and charitable clinic and the only clinic in the area that provides care totally free of charge to the patient without copays or sliding scale fees. We have been at our present location since 1999, and in those 22 years, we have grown to where we are currently bursting at the seams. We simply cannot continue accepting additional patients without expanding the facility. The West Side expansion efforts are directly related to addressing the barriers to care for this community. WV Health Right is dedicated to improving health equity across the continuum of care, and this community has experienced a lack of resources dedicated to improving quality of life and sustained healthcare efforts. WV Health Right was able to begin offering services in June 2021, to the uninsured and underinsured individuals within this community and is continuing to grow. The clinic's leadership has garnered additional community partnerships throughout the city and is taking a holistic approach to healthcare in a direct effort to improve overall patient health outcomes and reduce the comorbidities that are plaguing this community.

6. List other Charleston organizations in Charleston that address this need:

WV Health Right is the only free and charitable clinic located in the area. Other health care entities exist within the city of Charleston, but all other health care agencies, including federally qualified health centers (FQHCs), require some type of payment for services or sliding scale fees; and these fees prohibit many from accessing the care they desperately need. Although WV Health Right does bill Medicaid and Medicare for services provided, the patient will never receive a bill nor be expected to provide any type of payment for the care they receive. This includes comprehensive health care, vision services, onsite and mobile dental services, pharmaceutical assistance, and behavioral health and substance use disorder services.

7. Describe the level of collaboration with other organizations on this program/project:

WV Health Right works in collaboration with various community social services agencies and levels of government to maximize the limited resources available to meet the needs of our communities. The goal is for the main clinic's expansion to be part of a collaborative effort of funding sources, including state and federal funding, as well as foundation and individual donations. The West Side expansion project is a joint project with several community agencies, including several faith-based partners, that work together to not only increase health care accessibility, but also provide long-term patient education and wellness programs, food security initiatives, and workforce development opportunities. The overall objective is to work together using a holistic approach to improve overall health outcomes for individuals which ultimately results in a thriving community.

8. How will duplication of services be prevented?

As the only free and charitable health clinic in the city of Charleston, duplication of health services should not be an issue. Throughout viable and thriving community partnerships, duplication of services through our food security and workforce development opportunities at the West Side Clinic will not be an issue as we are only increasing their capacity to serve rather than trying to duplicate the services already provided.

Program Requirements and Objectives

1. Identify the target recipients of proposed services. Specify the number of City residents the program will serve during the fiscal year and explain the basis upon which this number is calculated.

The target recipients of this project are the underinsured/uninsured, medically at-risk residents in need of quality, consistent health care services. Currently, 41 percent of WV Health Right patients are insured by Medicaid; 10 percent are insured by Medicare, and 49 percent are uninsured. Further, 38 percent have a household income at 100 percent of the Federal Poverty Level, and of the patient population served, 83 percent of established patients represent the working poor, meaning these individuals reported either working or residing in a household where someone is employed. Most of the clinic's patients suffer from one or more chronic illnesses and require extensive monitoring and continuity of care, including prescription medications, dental care, vision care, and behavioral health services. According to the 2020 U.S. Census, 20.9 percent of Charleston's 48,864 residents live in poverty and 6.1 percent of the city's population has no health insurance. The expansion of both the main clinic and the West Side clinic will provide convenient access to quality, consistent and comprehensive health care services to residents of Charleston who currently have limited access to care. Further, more than 18,000 of the 40,000 current WV Health Right patients are residents of the city of Charleston.

2. List any eligibility requirements the program has with respect to age, gender, income, or residence.

Patients receiving care through WV Health Right are impoverished uninsured/underinsured West Virginia adults. Patients complete an eligibility application and provide proof of income to qualify. A picture ID and a pay stub are required as well as a current 1040 or 1040A tax return, a current W-2 from an employer, a current 1099 benefits statement, or copies of one month's wages. If the patient does not file income taxes, then the Form4506-T is completed to verify proof of non-filing or authorization for WV Health Right to obtain a copy of tax returns. This information is provided by patients annually to ensure continued eligibility.

3. If this is a continuing activity, describe a measurable outcome of the previous year's work regardless of funding source.

N/A

4. If this is a new program describe two anticipated measurable outcomes for the proposed program.

N/A

Budget

* **1. Has the organization received funding from the City of Charleston in the past for a similar program/project?**

○ Yes ◉ No

* **2. Has the organization requested funding from other Federal, State, or Local government entities for any program/project support related to COVID-19?**

◉ Yes ○ No

3. If yes, explain from which entities and the amounts requested for each program/project.

WV Health Right has requested $1,000,000 from the Kanawha County Commission for the main clinic expansion project; $4,000,000 from the Congressional Appropriations Committee; and $4,000,000 from the West Virginia ARP fund. No additional funding has been sought yet for the West Side Clinic for Phases 3 and 4 and the new roof.

4. List any other Federal, State, Local, or private funding or grant awards received in the last three years and the amount and status of each award.

WV Health Right manages no less than 45-50 grants at any given time with some overlapping more than one fiscal year at a time. Government grantors include WV DHHR's Bureau for Public Health and Bureau for Behavioral Health, the city of Charleston, the Kanawha County Commission, and the Kanawha-Charleston Health Department via a mutual aid agreement with FEMA. Foundations and other funders include but are not limited to the following: The Greater Kanawha Valley Foundation, Unicare, United Way of Central WV, Astra Zenaca Healthcare Foundation, Logan Healthcare Foundation, Parkersburg Area Community Foundation, Sisters Health Foundation, Encova Foundation, BB&T now Truist Foundation, Glotfelty Foundation, CareFirst BlueCross BlueShield, Coalfield Health Center, Direct Relief, Herscher Foundation and Daywood Foundation. **Please note that this list is not all inclusive due to the volume of grants WV Health Right manages. A more comprehensive list is available should more specific information be needed. Also, none of these entities listed above are funding the main clinic's expansion at this time. These funders primarily fund many of the services the clinic provides to patients. The Greater Kanawha Valley Foundation, Unicare, and CareFirst BlueCross BlueShield have assisted with Phases 1 and 2 of the West Side Clinic's construction, and those grants collectively totaled $1,025,000.

5. Briefly summarize project revenues and expenses related to this request. This should coincide with the budget worksheet.

To date, WV Health Right has incurred expenses for the main clinic expansion project totaling approximately $1,137,781. This includes the purchase of property, demolition and design work. WV Health Right has not yet received any grant funds for the main clinic's expansion project. However, individual donations in the amount of $145,627 have been received to date. The official launch of the capital campaign to solicit donations occurred at the Volunteer Appreciation Dinner, which occurred on November 14, 2021. Currently, Phase 2 of the West Side Clinic expansion is underway. Not all bills have come in yet, but to date, WV Health Right has incurred expenses totaling $662,197. Revenues associated with the West Side Clinic expansion will cover up through the remainder of Phase 2's renovations, which is anticipated to be an additional $500,000 on top of the $662,197 already incurred.

6. If this request is not fully funded, what adjustments to the program/project is the organization prepared to make?

If this request is not fully funded, additional funding sources will need sought to fund the remaining balances of both the main clinic expansion project and the West Side Clinic expansion project. Funding sources solicited include grants, donations, loans, and fundraisers.

7. Describe the plan for sustainability of the program/project or initiative after the requested award has been exhausted.

Since this funding request is for a one-time capacity-building project, no long-term support will be required. The clinic will continue to operate on increased funding from private donors, foundations, grant funding, and revenue generated from the reimbursement for care.

8. Briefly describe the organization's fiscal oversight / internal controls to minimize opportunities for fraud, waste, and mismanagement.

WV Health Right does have internal controls to minimize any opportunities for fraud, waste and mismanagement. Examples of the policies include the following: a. Two signatures are required on every check (CEO and a board member). b. Segregation of duties exists which requires that the person who enters checks received is not the same person who is responsible for depositing checks. c. The CEO must sign off on and approve every invoice that comes in to ensure that expenses are appropriate and necessary. d. The CEO must approve any expenses in advance that require reimbursement to employees. e. An additional layer of fiscal oversight includes the work of the Director of Operations. This director reviews every invoice/bill to determine which expenses are eligible to be billed to grants to ensure compliant spending. Additionally, the Director of Operations determines which personnel (and the percentage of salary/fringe) is to be billed on grants and tracks this information daily to ensure no double-dipping in any grant expenses occur. f. Petty cash is kept by the Director of Clinical Services and the Fiscal Director reconciles it quarterly. g. No changes are to be made to the bank accounts by the Fiscal Director without the CEO's permission given to the bank. h. The financial system used, QuickBooks, is separated into multiple accounts to keep track of expenses and revenue per program, such as onsite dental and mobile dental. These expenses are kept separate so as to determine funding deficits and sustainability of programs. i. Board meetings are conducted every other month where financial reports are presented for full transparency between fiscal staff, the CEO, and the Board of Directors.

9. How does your agency plan to separate ARPA funds from other agency funds for purposes of identification, tracking, reporting and auditing?

With the individual donations received thus far for the main building's expansion, a separate bank account has been set up to deposit all revenue into the capital campaign account. Expenses and revenues related to the West Side Clinic are tracked separately in QuickBooks to determine funding deficits, track expenses, and track revenue. Therefore, funds allocated to the main clinic's expansion will be tracked in the new, separate bank account, as well as in QuickBooks. The West Side revenues are identified in QuickBooks separately to easily ascertain which expenses and revenues are specific to that clinic's location. WV Health Right also undergoes an audit annually by an outside accounting firm. Further, the Director of Operations tracks all grant expenditures and provides all financial reporting to funders, including supporting documentation to substantiate the expenses. The Director of Clinical Services tracks all clinical data that must be reported to maintain licenses, regulatory compliance, etc.

REQUESTED BUDGET WORKSHEET
Revenue Source Projections
List all Estimated Funding for this Program/Project

*** Proposed City ARPA Funding** **Internal/Self-Funding**

$2,200,000

Donations/Other Fundraising

$7,900,000

Government Grants/Other

*** TOTAL REVENUE**

$10,100,000

Expenses Projections

List all Estimated Expenses for this Program/Project

Salaries/Wages

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses

Benefits & Matchings

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses

Contracted Services

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses

Program Materials

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses

Marketing

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses

Supplies

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses

Other

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
$2,200,000	$7,900,000	$10,100,000

Total Expenses

* Amount Requested from City	* Amount from Other Sources	* Total Estimated Expenses
$2,200,000	$7,900,000	$10,100,000

NOTE: Revenues and Expenses must balance, and the use of requested funds must be directly related to COVID-19 recovery efforts.

Organizational Details

1. Describe the history of the organization and its current programs and activities.

At its core, WV Health Right exists specifically as an expression of the community's desire to provide basic health care services to those in need. WV Health Right provides access to primary healthcare, health education, and comprehensive medical/dental/mobile dental/vision/pharmaceutical care/behavioral health/addiction services, and referral to inpatient treatment services. Through the process of securing a variety of resources, creating a caring environment, and providing health care services and treatment, the organization works to make health care accessible to low-income underinsured and uninsured individuals. The clinic opened its doors in 1982 to serve as a provider of care to individuals experiencing homelessness throughout the city of Charleston. Nearly 40 years later, the organization is still growing stronger than ever and provides more than $25 million of charitable health care to the region's most vulnerable population. Since 2014, WV Health Right's patient population has grown from 15,000 to just over 40,000 currently.

2. Provide the organization's mission statement/purpose.

WV Health Right's mission is to provide comprehensive quality health care to impoverished uninsured/underinsured adults regardless of insurance or financial status.

3. List any third-party references that can verify the organizations qualification or prior grant experience.

Sherri Young, DO, FAAFP kanawhalhd@wv.gov 304-348-6494 Senator Dr. Tom Takubo tom.takubo@wvsenate.gov 304-357-7990 Senator Glenn Jeffries glenn.jeffries@wvsenate.gov 304-357-7866

COVID-19 Impact

1. Explain the impact of the COVID-19 pandemic and how it relates to your request. For example, reduction in services, closures, increased costs, community impact, etc.

The COVID-19 pandemic brought new challenges to providing care. The additional patient load has led to a significant increase in health care professionals needed to provide testing, vaccinations, and comprehensive care to the community served. WV Health Right's response efforts have included a partnership with the Kanawha-Charleston Health Department which has provided both onsite and offsite vaccinations, COVID-19 testing at all clinic locations, and continuous follow-up care for patients affected by the virus. With the continuation of the pandemic, the clinic has implemented a massive COVID-19 testing plan that has provided testing to more than 43,000 individuals throughout the region served. Testing includes rapid screening, traditional PCR swabs, and oral swabs. The testing process has proven to be a critical resource with managing outbreaks within our social service agencies, including the homeless service providers. Our homeless community would have had no access to services during the pandemic without the rapid screening and testing provided by the WV Health Right team. This includes all the local homeless shelters, recovery homes, and other social service agencies that provide services on a daily basis. At the height of the pandemic, the clinic was doing more than 300 swabs per day and continues to offer a daily drive-thru testing/vaccine site in the area. WV Health Right participated in several community mass vaccination events with the local health department and various other community agencies. WV Health Right provided the outdoor mobile clinics during the mass vaccination events that were held at the Charleston Coliseum and Convention Center from January to June. More than 100,000 individuals were vaccinated during this ongoing effort. WV Health Right still provides vaccinations daily and continues to send strike teams throughout the region to meet the most vulnerable population on the street. All of the critical access to care resources that have been added to an already strained clinic facility has resulted in an immediate need for the expansion project. This project is essential to providing our ongoing efforts to combat the pandemic, but it is even more crucial as our volume of patients and services continue to grow. Expansion to both the main and West Side clinics is essential to the continuance of reliable, quality health care services throughout the continuing COVID-19 pandemic and beyond.

2. If funds are being requested to replace revenue lost due to COVID-19, provide details, and attach supportive documentation.

N/A

3. If awarded, how will ARPA funding aid in the recovery from the COVID-19 pandemic?

The requested ARPA funding will help fund the expansion of both the main and West Side clinics. These expansions, once complete, will allow more patients to be treated, which means more COVID-19 diagnosis, treatment, and after care as well as additional preventative care, such as vaccinations. All of these components will aid in the recovery from the COVID-19 pandemic and help to reduce overall health disparities in minority and underserved populations.

THE APPLICANT UNDERSTANDS:

*

- [x] **1. This application and other materials submitted to the City may constitute public records which may be subject to disclosure under the West Virginia Freedom of Information Act. Documents containing sensitive information may be marked as "confidential."**

*

- [x] **2. Submitting false or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program, and the applicant or its representative may be subject to civil and/or criminal prosecution.**

THE APPLICANT CERTIFIES THAT:

*

- [x] **1. I have reviewed the US Treasury guidelines regarding the eligible uses of American Rescue Plan State and Local recovery funds. https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund/request-funding**

*

- [x] **2. By submitting this request, I represent that I am an authorized officer, or member of the organization for which I am submitting, and the information contained in my submittal is true and correct to the best of my knowledge and belief.**

*

- [x] **3. The information submitted to the City of Charleston ("City") in this application, and substantially in connection with this application, is true and correct.**

*

- [x] **4. The applicant is in compliance with applicable laws, regulations, ordinances and orders applicable to it that could have an adverse material impact on the project. Adverse material impact includes lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory action by a governmental entity or inadequate capital to complete the project.**

*

- [x] **5. The applicant is not in default under the terms and conditions of any grant or loan agreements, leases or financing arrangements with its other creditors that could have an adverse material impact on the project.**

*

- [x] **6. I understand and agree that I must disclose, and will continue to disclose, any occurrence or event that could have an adverse material impact on the project.**

*

- [x] **7. I certify that the requested funding is needed to ensure this program/project will occur within the City limits of Charleston West Virginia.**

*

- [x] **8. The Board of Directors or governing body of the organization has approved submission of this application. Please attach a copy of the authorizing resolution or meeting minutes using the file upload.**

* **Signature**	* **Date**
Angela Settle	11/17/2021
Authorized representative of Applicant/Organization	Format: MM/DD/YYYY

* **PRINTED NAME:**

Angela Settle

* **TITLE OF APPLICANT:**

CEO

* **ORGANIZATION NAME:**

WV Health Right, Inc.

Upload a File

Choose File No file chosen

WEST VIRGINIA
Health Right INC.

The West Virginia Health Right, Inc. Board of Directors met on November 16, 2021, with a quorum present and passed the following resolution.

Be it resolved that West Virginia Health Right, Inc. Board of Directors hereby authorizes Dr. Angela Settle, Executive Director/CEO of West Virginia Health Right, Inc., to apply to the City of Charleston for American Rescue Plan Act Funds for the main building expansion project and the completion of Phases 3 and 4 and a new roof for the West Side Clinic.

On behalf of West Virginia Health Right, Inc.,

Be it also resolved that the West Virginia Health Right, Inc., Board of Directors hereby authorizes Dr. Angela Settle, Executive Director/CEO of West Virginia Health Right, Inc., to act on its behalf to enter into an agreement with the City of Charleston to receive and administer funding pursuant to the provisions of the American Rescue Plan Act program.

By: Susan Moore

Title: Secretary

Organization: West Virginia Health Right, Inc.

Covenant House
600 Shrewsbury Street
Charleston, WV 25301
Phone: 304.414.5949

Main Location
1520 Washington Street, East
Charleston, WV 25311
Phone: 304.414.5930

West Side
511 Central Avenue
Charleston, WV 25302
Phone: 304.340.1555

WV Health Right Addition and Renovation

Construction Cost Estimate

Charleston, West Virginia

May 14, 2021

Total SF = 31,200
Addition and Renovation

DIVISION	BUILDING COMPONENT	COST PER SF	TOTALS
1.0	GENERAL CONDITIONS	$ 32.42	$1,011,430
2.0	SITEWORK and DEMOLITION	$ 15.67	$488,840
3.0	CONCRETE	$ 5.93	$184,980
4.0	MASONRY	$ 26.85	$837,780
5.0	METALS	$ 11.58	$361,260
6.0	WOODS and PLASTICS	$ 5.08	$158,450
7.0	THERMAL and MOISTURE PROTECTION	$ 12.75	$397,790
8.0	DOORS and WINDOWS	$ 12.99	$405,190
9.0	FINISHES	$ 38.73	$1,208,240
10.0	SPECIALTIES	$ 1.56	$48,810
11.0	EQUIPMENT	$ 0.26	$8,230
12.0	FURNISHINGS	$ 0.21	$6,440
13.0	SPECIAL CONSTRUCTION	$ 4.98	$155,360
21.0	FIRE SUPPRESSION SYSTEMS	$ 2.01	$62,600
22.0	PLUMBING	$ 11.09	$345,950
23.0	HVAC	$ 22.56	$703,830
26.0	ELECTRICAL	$ 37.22	$1,161,140
31.0	EARTHWORK	$ 8.19	$255,400
32.0	EXTERIOR	$ 6.36	$198,280

SUB-TOTAL ALL TRADES	$ 256.41	$8,000,000
CONTINGENCY at 3%	+	$240,000
ARCHITECTURAL and ENGINEERING FEES	+	$520,000
FURNITURE ESTIMATE	+	$200,000
TOTAL PROBABLE CONSTRUCTION COST		**$8,960,000**

Statements concerning probable construction cost and cost estimates prepared by ZMM Architects and Engineers (ZMM) represent its judgment as a professional familiar with the construction industry. It is recognized, however, that neither ZMM nor WV Health Right has any control over the cost of labor, materials or equipment, contractors' methods of determining bid prices, or over competitive bidding and market conditions. Accordingly, ZMM does not guarantee that bids, proposals, or actual costs will not vary from any cost estimate or opinion of probable construction cost.

BBLCarlton

BBL Carlton, LLC
600 Kanawha Blvd., East
Suite 200
Charleston, West Virginia 25301

Phone 304.345.1300
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WV028886

November 8, 2021

Dr. Angie Settle, CEO
DNP, APRN, BC, FNP
West Virginia Health Right
1520 Washington Street, East
Charleston, WV 25311

RE: **Contract for Renovations to 511 Central Avenue - Phase 3 & Phase 4**

Dr. Settle,

BBL Carlton is pleased to provide you this contract for interior renovations to the 511 Central Avenue Phase 3 & 4. The contract total is based on the drawing prepared by ZMM Architects & Engineers dated 10/27/21 and the detailed scope of work listed below.

All pricing includes sales tax, Insurance, Building Permit Fee, City of Charleston Review Fee, 2% City of Charleston B&O Tax, Supervision & Project Management, disposal of all demo & construction debris and weekly cleaning.

- VAT abatement & removal and encapsulate mastic (asbestos floor tile).
- Biohazard carpet removal.
- Selective demo. Existing exterior aluminum storefront and doors are to remain.
- Demo of existing stairs in Phase 3 including the interior basement wall to be able to remove the stairs and install the new stairs, install a new drywall partition at the basement to enclose the new stairs, sawcut & remove portion of 2nd floor to widen stair opening, removal & infill of the adjacent basement door to the exterior door of the stairs and demo of one set of exterior concrete steps.
- Patch holes in the existing 2nd floor and provide a new landing & concrete steps at the exterior exit of the new stairs.
- Provide and install one new pan type stairs with wall rails both sides.
- Misc. wood blocking as required.
- Plastic laminate base cabinets, plastic laminate wall cabinets, and plastic laminate countertops in Rooms 167 & 180 as per the drawings.
- 18" wide ¾" fire treated plywood shelving in Rooms 164, 172, 180 & 184.
- New 20 year EPDM roof.
- Hollow metal door frames, hollow metal doors, wood doors and door hardware as per the drawings. We are assuming the door for the Supplies Room 164 is hollow metal.
- Interior gypsum board partitions with interior wall insulation as required including furring out the perimeter walls.
- Acoustical ceilings throughout.
- Resilient LVT flooring to match Phase 1with resilient rubber base at all areas except the Restroom and the Exercise Room. The Exercise Room will receive a different LVT flooring as selected by the Owner.
- Ceramic floor tile & base in all Restrooms.

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- Ceramic wall tile in Restrooms on the wet walls only to 4 feet high.
- Painting of all new HM door frames, HM doors and gypsum board partitions.
- 6" x 6" room signage as required.
- Continuous mirror along the East wall of the Exercise Room with a ballet barre.
- Toilet accessories for each restroom as follows: dual roll toilet tissue dispenser (3 each), soap dispensers (3 each), grab bars (HC toilets only), 24" x 36" mirrors (3 each) and electric hand dryers (3 each).
- Fire extinguishers and cabinets.
- Kitchen Equipment included are the work table with prep sink, hand sink and three compartment sink.
- Wet Sprinkler system for Phase 3 and Phase 4.
- Plumbing including new plumbing fixtures, shower, domestic water piping, gas line for new HVAC units, waste & vent piping and insulation, new sewer line for phase 3 & 4 restrooms and a grease interceptor for the Work Room 182 that will sit on the floor at the 3 bowl sink.
- HVAC including two 4 ton Trane gas-electric rooftop units with condenser coil guards for Phase 3 and one 4 ton & one 3 ton Trane gas-electric rooftop units with condenser coil guards for Phase 4, wall mounted CO2 sensors, economizer, programmable stats, galvanized ductwork, bath exhaust fans for the restrooms and TAB.
- Electrical including flat panel LED lighting with normal switching for lighting control, receptacles & miscellaneous power through out, circuits & connections to rooftop units, restroom exhaust fans and hand dryers, furnish & install a 200 amp panel and feeder to the meter stack, Addressable Fire Alarm System for Phase 3 and Phase 4, ¾" stub-ups for tele/data & TV outlets and temp. power & lighting for construction.
- Speaker audio system for the Exercise Room 170.

Exclusions/Assumptions:

- Architectural & Engineering Fees.
- Performance & Payment Bond.
- We assumed that Phase 3 & Phase 4 will be constructed during the same time period.
- Final cleaning.
- Stainless steel prep tables, coolers, freezers, stackable washer/dryer, refrigerator, copier and shower bench/seat are not included.
- Kitchen hood if required is not included.
- No sprinkler system is not included for the Basement.
- No HVAC unit included for the Data Room.
- Data & security by Owner.

Pricing Breakdown:

Phase 3 = $588,552.00
Phase 4 = $230,541
New Roof = $180,907.00
Total Phase 3, Phase 4 & New Roof = $1,000,000.00

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The contract total to complete this work as described above is $1,000,000.00 (One Million Dollars).

Accepted By:

Dr. Angie Settle, CEO
West Virginia Health Right

Chuck Moore

Chuck Moore, VP
BBL Carlton

Notice of Subaward

Subrecipient Name: WV Health Right, Inc.	**Name of Federal Awarding Agency:** Department of Treasury
Subrecipient's UEI ID: DMNZBUKKENX3	**Federal Award Date:** 5/18/2021
Federal Award Identification Number (FAIN): SLFRP0368	**Name of Pass-Through Entity:** The City of Charleston, WV
Catalog of Federal Domestic Assistance (CFDA) Number: 21.027	**Contact Information for Pass-Through Entity:** Andy Wood | Finance Director | (304) 348-8014
Program Name: Coronavirus State and Local Fiscal Recovery Funds	**Subaward Period of Performance:** 4/19/2022 – 12/31/2026
Federal Award Program Description: The Coronavirus Local Fiscal Recovery Fund addresses the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses.	
Total Amount of Federal Funds Obligated by this Agreement: $1,500,000.00	**Total Amount of Federal Funds obligated to the Subrecipient:** $1,500,000.00
Approved Budget Categories: EC 1.6 - Medical Expenses (Enhancement to Health Care Capacity)	
Is the award for Research and Development (R&D)? (Y/N) No	**Indirect Cost Rate for federal award:** Not applicable to the Local Fiscal Recovery Fund
Terms & Conditions: All requirements imposed by the City of Charleston, WV (the City) on the subrecipient so that the Federal award is used in accordance with the American Rescue Plan Act, U.S. Treasury guidance, and the terms and conditions of the Federal award of American Rescue Plan Act Fiscal Recovery Funds.	
Incorporated Documents: 1. Notice of Subaward **2.** Subrecipient Agreement **3.** Exhibit A – Scope of Work 4. Exhibit B – Project Budget	

Subrecipient Agreement

Minimum Requirements include:

- All requirements imposed by the City of Charleston, WV (the City) on the subrecipient so that the Federal award is used in accordance with the American Rescue Plan Act, U.S. Treasury guidance, and the terms and conditions of the Federal award of American Rescue Plan Act Fiscal Recovery Funds.
- Any additional requirements imposed by the City on the subrecipient in order for the City to meet its own responsibility to the U.S. Treasury, including identification of any required financial and performance requirements.
- A requirement that the subrecipient permit the City and auditors to have access to the subrecipient's records and financial statements as necessary for the City to meet the requirements of 2 CFR 200.331.
- Terms and conditions concerning the closeout of the subaward.

THIS AGREEMENT is made by and between the City of Charleston, WV (the City), with offices located at 501 Virginia St. E., Charleston, West Virginia 25301, and WV Health Right, Inc., (hereinafter referred to as "Subrecipient") with administrative offices at 1520 Washington Street E, Charleston, WV 25311 (each being at times referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, on or about March 21, 2021, the President of the United States signed into law the *American Rescue Plan Act of 2021*, Public Law 117-2, (hereinafter referred to as "ARPA") to provide additional relief to address the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses; and

WHEREAS, Section 9901 of ARPA amended Title VI of the Social Security Act to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds); and

The Fiscal Recovery Funds are intended to provide support to State, local, and Tribal governments (together, recipients) at 501 Virginia St. E., Charleston, West Virginia 25301 and in their efforts to contain COVID-19 on their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Relief Fund (CRF).; and

WHEREAS, the U.S. Department of the Treasury is authorized to distribute $45.57 billion funding from the Fiscal Recovery Funds to Metropolitan Cities utilizing a population based formula; and

WHEREAS, the City of Charleston, WV was allocated $36,801,358 for distribution; and

WHEREAS, the purpose of this Agreement is to provide for the sub-award of a portion of the financial assistance obtained by the City under the Fiscal Recovery Funds to assist Subrecipient with funding such necessary expenses to respond to the continued impact of the COVID-19 public health emergency as are described in this Agreement and the attachments hereto, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the City and Subrecipient agree as follows:

Section 1: Compliance

A. Subrecipient acknowledges that Fund payments made by the City to the Subrecipient are not considered to be grants but are "other financial assistance" under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards ("Uniform Guidance"). Subrecipient agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. During the performance of this Subrecipient Agreement, the Subrecipient shall comply with all applicable federal laws and regulations, including but not limited to the provisions in this Agreement and the required federal provisions. Violations of law will be referred to the proper authority in the applicable jurisdiction.

C. Contracts awarded by Subrecipient under this Agreement shall comply with all applicable Federal laws, regulations, executive orders, Department of Treasury policies, procedures, and directives. With respect to any conflict between such federal requirements and the terms of the contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control. The Subrecipient must comply with all applicable Federal law, regulations, executive orders, Department of Treasury policies, procedures, and directives. The Subrecipient shall comply with all federal requirements including, but not limited to, the following:

    - Fund payments are considered to be federal financial assistance subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507).
    - Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Subrecipient spends $750,000 or more in federal awards during their fiscal year.
    - Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
    - Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
    - Fund payments are subject to Subpart F regarding audit requirements.

D. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, and 2 C.F.R. Part 200 Subpart F.

Section 2: Term

A. This Agreement shall begin upon the date last executed by the Parties (the "Effective Date") and shall remain in effect until March 31, 2027 (the "Expiration Date") unless terminated earlier as defined in Section 6.

B. The Subrecipient shall be eligible to receive funding for eligible and allowable costs (as defined in Section 3) from the period commencing March 3, 2021, through the Expiration Date (the "Covered Period").

Section 3: Funding

A. Subject to the terms and conditions of this Agreement, the City shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of $1,500,000.00 to implement the projects and/or activities described in the Scope of Work (SOW). It is understood and agreed that any additional funds necessary in connection with the projects and/or activities described in the SOW above and beyond this amount are the sole responsibility of the Subrecipient. Advance payment of funds to the Subrecipient under this Agreement shall not be permitted unless expressly described in the SOW. Subrecipient shall be reimbursed on a cost reimbursement basis for eligible and allowable costs incurred by Subrecipient in the implementation of the projects and/or activities described in the SOW as such costs are incurred.

B. Eligible and allowable costs are defined as costs that are necessary Eligible Uses under one of the following cost categories:

1. To respond to the COVID-l9 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
3. For the provision of government services to the extent of the reduction in revenue due to the COVID-l9 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;
4. To make necessary investments in water, sewer, or broadband infrastructure;

And

1. Are described in the SOW; and
2. Are otherwise in accordance with the terms and conditions of this Agreement, Title VI of the Social Security Act, and all other applicable laws, rules, regulations, and guidance.

C. Non-allowable uses of Fiscal Recovery Funds include, without limitation, the following:

1. Usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase;
2. Damages covered by insurance;
3. Usage of funds as a deposit into any pension fund;
4. Expenses that have been or will be reimbursed under any federal program;
5. Debt service cost;
6. Contributions to a "rainy day" fund; and
7. Legal settlements

D. All reimbursement requests shall be submitted to the City at the following address: City of Charleston City Manager's Office, 501 Virginia Street East, Charleston, WV 25301. To be

eligible for reimbursement under this Agreement, the Subrecipient shall submit sufficient documentation to the satisfaction of the City demonstrating that the Subrecipient is legally obligated to pay the costs for which reimbursement is sought. All reimbursement requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, that reads as follows:

1. "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

E. All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All costs must be obligated on or before December 31, 2024. For a cost to have been "obligated," contracting for goods or services must occur during the Covered Period, but payment of funds need not be made during that time. All goods or services must be delivered on or before September 30, 2026, and final payment shall occur within 90 days of delivery.

F. The City of Charleston, WV requires detailed documentation of all costs for which reimbursement is sought under this Agreement ("Supporting Documentation"). Each payment request submitted by the Subrecipient shall be accompanied by sufficient Supporting Documentation (Invoices, Receipts, Bills, Expense Reports, etc.) substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the City. In the event the City determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the City.

G. No more frequently than once every month, the Subrecipient may request reimbursement from the City for costs incurred by Subrecipient under this Agreement for which actual payment has been made. All payment requests shall be submitted using the Payment Request Form made available by the City and shall be accompanied by sufficient Supporting Documentation (collectively the Payment Request Form and any Supporting Documentation shall hereinafter be referred to as the "Payment Request"). Additionally, at the time of each Payment Request, Subrecipient shall submit a "Progress Report" utilizing a form for same made available by the City, which shall describe the nature of the projects and/or activities being funded.

H. Within 15 days after receipt of the Payment Request, the City shall, in its sole discretion, determine if the Payment Request, or any portion thereof, is acceptable and in strict compliance with the terms of this Agreement. If it is determined there are any errors in the Payment Request or if additional Supporting Documentation is required, the City shall notify the Subrecipient within 30 days of receipt of such Payment Request. The Subrecipient shall submit a revised Payment Request within 15 days of receipt of notice from the City. The City reserves the right to delay or deny any Payment Request containing errors or lacking sufficient Supporting Documentation until such deficiencies are corrected to the satisfaction of the City.

I. Upon determination by the City that the Payment Request is sufficient, the City shall initiate the reimbursement process in accordance with applicable policies and procedures.

Section 4: Accounting; Duplication of Benefits

A. Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement. All payments to Subrecipient contemplated under this Agreement may be contingent upon certification of the Subrecipient's financial management system in accordance with this requirement. Subrecipient must ensure that all sub-subrecipients comply with the provisions of this paragraph.

B. Subrecipient hereby certifies and affirms that the projects and/or activities to be funded under this Agreement shall not result in a prohibited duplication of the benefits obtained by Subrecipient, any sub-sub recipient (as defined in 2 C.F.R. §§ 200.92-93), or any individual or entity that is a beneficiary of such projects and/or activities from other American Rescue Plan Act programs, other local, state, or federal funding sources (e.g. the Stafford Disaster Relief and Emergency Assistance Act, etc.), private insurance, or other private organizations. It is Subrecipient's responsibility and obligation to implement processes and procedures to select and subsequently monitor all sub-subrecipients, individuals, and entities receiving funds under this Agreement to ensure compliance with this paragraph. All agreements entered into between Subrecipient and any sub-subrecipient, individual, or entity providing for the subaward or payment of funds under this Agreement shall contain provisions permitting the Subrecipient to recapture funds provided under this Agreement in the event an impermissible duplication of benefit is discovered. Subrecipient acknowledges and agrees that it has an affirmative obligation to promptly identify and report any duplication of benefits to the City. In the event that the Subrecipient recovers costs incurred under this Agreement and reimbursed by the City from another source, the Subrecipient shall reimburse the City for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Subrecipient to the date repayment is made to the City by the Subrecipient.

Section 5: Reporting Requirements

A. <u>Performance Reports.</u> Reports are due to the City no later than five (5) days after the end of each period listed below:
   - June 30, 2022, due July 5, 2022
   - September 30, 2022, due October 5, 2022
   - December 31, 2022, due January 5, 2023
   - March 31, 2023, due April 5, 2023
   - June 30, 2023, due July 5, 2023
   - September 30, 2023, due October 5, 2023
   - December 31, 2023, due January 5, 2024
   - March 31, 2024, due April 5, 2024
   - June 30, 2024, due July 5, 2024
   - September 30, 2024, due October 5, 2024
   - December 31, 2024, due January 5, 2025
   - March 31, 2025, due April 5, 2025
   - June 30, 2025, due July 5, 2025

- September 30, 2025, due October 5, 2025
- December 31, 2025, due January 5, 2026
- March 31, 2026, due April 5, 2026
- June 30, 2026, due July 5, 2026
- September 30, 2026, due October 5, 2026
- December 31, 2026, due January 5, 2027

The report shall appear on subrecipient letterhead and outline progress of items to date. The report should also contain a schedule of total subaward; list request(s) for reimbursements submitted and remaining award. The report should list each cash receipt from the City with date received and receipt number.

B. Final Report. Within twenty (20) days following the final cash payment to Subrecipient under this Agreement, Subrecipient shall submit a "Final Project Report," in which the Subrecipient shall describe the status of the Subrecipient's implementation of all projects and/or activities undertaken under this Agreement. The Final Project Report shall further include an accounting of all costs and expenses incurred by Subrecipient.

Section 6: Termination

A. Termination for Cause. the City may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by Subrecipient in this Agreement, the SOW, or in any application materials for funding submitted to the City in connection with this Agreement shall at any time be false or misleading in any respect, or in the event of the failure of the Subrecipient to satisfactorily perform any task, deliverable, or activity under this Agreement or otherwise comply with the terms and conditions of this Agreement. Prior to termination, the City shall provide fifteen (15) days written notice of its intent to terminate and shall provide the Subrecipient an opportunity to consult with the City regarding the reason(s) for termination.

B. Termination for Convenience. This Agreement may be terminated for convenience by either Party upon providing the non-terminating Party with ten (10) days written notice.

C. Effect of Termination. Costs incurred by the Subrecipient after termination of this Agreement shall not be reimbursable unless expressly authorized by the City prior to the effective date of termination.

Section 7: Audits

A. In the event that the Subrecipient expends $750,000.00 or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted within nine (9) months of the end of the Subrecipient's audit period, in accordance with the provisions of 2 C.F.R. Part 200. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal financial assistance received from the City under this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. Part 200.

B. If the Subrecipient expends less than $750,000.00 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required for that year, except as noted in 2 C.F.R. §200.503. In the event that the Subrecipient expends less than $750,000.00 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid

from non-Federal resources. In accordance with 2 C.F.R. § 200.501(d), records must be available for review or audit by appropriate officials the City of Charleston, WV, USDOT, and the U.S. Government Accountability Office (GAO).

C. Upon completion of the audit required in this Section, Subrecipient shall promptly transmit a copy of the audit report to the City.

D. In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, monitoring procedures under this Agreement may include, but not be limited to, on-site visits by the City; limited-scope audits as defined by 2 C.F.R. Part 200; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the City. In the event the City determines that a limited-scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the City to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the City.

Section 8: Subcontract; Subawards

A. Subcontract. In procuring goods and services under this Agreement, the Subrecipient shall use its own documented procurement procedures, provided that such procurements conform to applicable state and federal law.

The Subrecipient may subcontract work under this Agreement as necessary without the prior written consent of the City, subject to the any conditions or limitations imposed by applicable state and federal law. Regardless of any subcontract, the Subrecipient is ultimately responsible for all projects, programs, activities, and services undertaken by subcontractors under this Agreement. The Subrecipient agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Subrecipient that the City shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Subrecipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

In selecting and monitoring subcontractors, the Subrecipient shall comply with 2 C.F.R. §§ 200.330-332. The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable.

B. Sub-Awards. The Subrecipient may enter into subaward agreements to provide for the distribution of funds under this Agreement to eligible sub-subrecipients (as defined in 2 C.F.R. §§ 200.92-93) without the prior written consent of the City. Regardless of any subaward, the Subrecipient is ultimately responsible for all projects, programs, services, and activities undertaken by sub-subrecipients under this Agreement. All such sub-subrecipients shall be subject to the same performance, financial, and reporting requirements as the Subrecipient. In selecting, monitoring, and contracting with sub-subrecipients, the Subrecipient shall comply with 2 C.F.R. §§200.330-332. The Subrecipient shall monitor all sub-subrecipients on a regular basis to ensure compliance with this Agreement and all applicable laws, rules, and regulations. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted to the City upon request.

Subrecipient agrees and acknowledges that payments made under this Agreement are from federal funds and contingent upon prior approval as to the allowability and eligibility of the costs for which payment is requested by both parties.

Section 9: Closeout

A. The City will close out this Agreement when it determines that all activities and all applicable administrative actions have been completed. Unless an extension is approved by the City, within twenty (20) calendar days after the Expiration Date, the Subrecipient must submit any outstanding reports, including the Final Project Report, as well as any required reporting on sub-awards, and must refund to the City any balances of unobligated cash that the City paid in advance or paid and that is not authorized to be retained by the Subrecipient entity for use in other projects. Within thirty (30) calendar days after receipt of all outstanding reports, the City will make upward or downward adjustments to the allowable costs, and then make prompt payments to Subrecipient for remaining allowable reimbursable costs. The closeout of this Agreement does not affect any of the following:

   a. The right of the City to disallow costs and recover funds on the basis of a later audit or other review;
   b. The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions; or
   c. The Subrecipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

B. Unless an extension is approved by the City, the Subrecipient must liquidate all obligations incurred under this agreement within ninety (90) calendar days after the Expiration Date.

On behalf of the Subrecipient, I understand and agree to the foregoing terms and conditions of the award of a portion of the financial assistance obligated by the City under the American Rescue Plan Act, and hereby certify my authority to execute this agreement on Subrecipient's behalf.

______________________________	______________________________
Name	Title
______________________________	______________________________
Date	Phone Number

____

Signature

Exhibit A – Scope of Work

With the funding received from the city, WV Health Right, Inc. will partially finance the expansion of the organization's main healthcare clinic. The expansion project is currently shovel-ready and is expected to be completed within a year of meeting funding requirements. WV Health Right, Inc., has been the safety-net healthcare provider for nearly 40 years for low income and at-risk populations throughout the Kanawha Valley. Thousands of individuals seek access to free healthcare when no other alternative is available. Unfortunately, more and more are facing the need for a trusted healthcare provider and this clinic continues to provide that service. COVID-19 has caused a significant increase in the patient population due to lay-offs and furloughs and loss of healthcare coverage. Additionally, WV Health Right operates a daily drive-thru testing and vaccination site to continue pandemic response in addition to providing the previously existing day-to-day services. The anticipated outcomes for this specific request include increased healthcare access to underserved individuals; increased job opportunities for skilled labor and healthcare professionals; and increased access to behavioral health services.

The subrecipient projects that upon receiving whole funding it will require a period of one year to fully expand the facility and successfully serve its beneficiaries.

The objectives to be tracked through performance reports include:

- Solicit necessary supplemental funds necessary to finance expansion of main clinic
- Complete expansion of main clinic within 1 year of receiving full funding

The West Side expansion efforts are directly related to addressing the barriers to care for this community. WV Health Right is dedicated to improving health equity across the continuum of care, and this community has experienced a lack of resources dedicated to improving quality of life and sustained healthcare efforts. WV Health Right was able to begin offering services in June 2021, to the uninsured and underinsured individuals within this community and is continuing to grow. The clinic's leadership has garnered additional community partnerships throughout the city and is taking a holistic approach to healthcare in a direct effort to improve overall patient health outcomes and reduce the comorbidities that are plaguing this community.

The objectives to be tracked through performance reports include:

- Solicit necessary supplemental funds necessary to complete phases 3 & 4 and replace the roof on the West Side clinic.
- Complete work on West Side Clinic within 1 year of receiving full funding

Exhibit B – Project Budget

Item	Amount
Expansion of WV Health Right Main Clinic (ARPA Funding)	$1,000,000.00
Expansion of WV Health Right Main Clinic (Other Funding Sources)	$7,960,000.00
Total Program Cost	$8,960,000.00

Item	Amount
Phases 3 & 4 and Roof for West Side Clinic (ARPA Funding)	$500,000.00
Phases 3 & 4 and Roof for West Side Clinic (Other Funding Sources)	$500,000.00
Total Program Cost	$1,000,000.00

WV Health Right Addition and Renovation

Construction Cost Estimate

Charleston, West Virginia

WEST VIRGINIA Health Right INC.

May 14, 2021

Total SF = 31,200

Addition and Renovation

DIVISION	BUILDING COMPONENT	COST PER SF	TOTALS
1.0	GENERAL CONDITIONS	$ 32.42	$1,011,430
2.0	SITEWORK and DEMOLITION	$ 15.67	$488,840
3.0	CONCRETE	$ 5.93	$184,980
4.0	MASONRY	$ 26.85	$837,780
5.0	METALS	$ 11.58	$361,260
6.0	WOODS and PLASTICS	$ 5.08	$158,450
7.0	THERMAL and MOISTURE PROTECTION	$ 12.75	$397,790
8.0	DOORS and WINDOWS	$ 12.99	$405,190
9.0	FINISHES	$ 38.73	$1,208,240
10.0	SPECIALTIES	$ 1.56	$48,810
11.0	EQUIPMENT	$ 0.26	$8,230
12.0	FURNISHINGS	$ 0.21	$6,440
13.0	SPECIAL CONSTRUCTION	$ 4.98	$155,360
21.0	FIRE SUPPRESSION SYSTEMS	$ 2.01	$62,600
22.0	PLUMBING	$ 11.09	$345,950
23.0	HVAC	$ 22.56	$703,830
26.0	ELECTRICAL	$ 37.22	$1,161,140
31.0	EARTHWORK	$ 8.19	$255,400
32.0	EXTERIOR	$ 6.36	$198,280

SUB-TOTAL ALL TRADES	$ 256.41	$8,000,000
CONTINGENCY at 3%	+	$240,000
ARCHITECTURAL and ENGINEERING FEES	+	$520,000
FURNITURE ESTIMATE	+	$200,000
TOTAL PROBABLE CONSTRUCTION COST		**$8,960,000**

BBLCarlton

BBL Carlton, LLC
600 Kanawha Blvd., East
Suite 200
Charleston, West Virginia 25301

Phone 304.345.1300
Fax 304.345.1304
www.bblinc.com
WV028886

November 8, 2021

Dr. Angie Settle, CEO
DNP, APRN, BC, FNP
West Virginia Health Right
1520 Washington Street, East
Charleston, WV 25311

RE: **Contract for Renovations to 511 Central Avenue - Phase 3 & Phase 4**

Dr. Settle,

BBL Carlton is pleased to provide you this contract for interior renovations to the 511 Central Avenue Phase 3 & 4. The contract total is based on the drawing prepared by ZMM Architects & Engineers dated 10/27/21 and the detailed scope of work listed below.

All pricing includes sales tax, Insurance, Building Permit Fee, City of Charleston Review Fee, 2% City of Charleston B&O Tax, Supervision & Project Management, disposal of all demo & construction debris and weekly cleaning.

- VAT abatement & removal and encapsulate mastic (asbestos floor tile).
- Biohazard carpet removal.
- Selective demo. Existing exterior aluminum storefront and doors are to remain.
- Demo of existing stairs in Phase 3 including the interior basement wall to be able to remove the stairs and install the new stairs, install a new drywall partition at the basement to enclose the new stairs, sawcut & remove portion of 2nd floor to widen stair opening, removal & infill of the adjacent basement door to the exterior door of the stairs and demo of one set of exterior concrete steps.
- Patch holes in the existing 2nd floor and provide a new landing & concrete steps at the exterior exit of the new stairs.
- Provide and install one new pan type stairs with wall rails both sides.
- Misc. wood blocking as required.
- Plastic laminate base cabinets, plastic laminate wall cabinets, and plastic laminate countertops in Rooms 167 & 180 as per the drawings.
- 18" wide ¾" fire treated plywood shelving in Rooms 164, 172, 180 & 184.
- New 20 year EPDM roof.
- Hollow metal door frames, hollow metal doors, wood doors and door hardware as per the drawings. We are assuming the door for the Supplies Room 164 is hollow metal.
- Interior gypsum board partitions with interior wall insulation as required including furring out the perimeter walls.
- Acoustical ceilings throughout.
- Resilient LVT flooring to match Phase 1with resilient rubber base at all areas except the Restroom and the Exercise Room. The Exercise Room will receive a different LVT flooring as selected by the Owner.
- Ceramic floor tile & base in all Restrooms.

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- Ceramic wall tile in Restrooms on the wet walls only to 4 feet high.
- Painting of all new HM door frames, HM doors and gypsum board partitions.
- 6" x 6" room signage as required.
- Continuous mirror along the East wall of the Exercise Room with a ballet barre.
- Toilet accessories for each restroom as follows: dual roll toilet tissue dispenser (3 each), soap dispensers (3 each), grab bars (HC toilets only), 24" x 36" mirrors (3 each) and electric hand dryers (3 each).
- Fire extinguishers and cabinets.
- Kitchen Equipment included are the work table with prep sink, hand sink and three compartment sink.
- Wet Sprinkler system for Phase 3 and Phase 4.
- Plumbing including new plumbing fixtures, shower, domestic water piping, gas line for new HVAC units, waste & vent piping and insulation, new sewer line for phase 3 & 4 restrooms and a grease interceptor for the Work Room 182 that will sit on the floor at the 3 bowl sink.
- HVAC including two 4 ton Trane gas-electric rooftop units with condenser coil guards for Phase 3 and one 4 ton & one 3 ton Trane gas-electric rooftop units with condenser coil guards for Phase 4, wall mounted CO2 sensors, economizer, programmable stats, galvanized ductwork, bath exhaust fans for the restrooms and TAB.
- Electrical including flat panel LED lighting with normal switching for lighting control, receptacles & miscellaneous power through out, circuits & connections to rooftop units, restroom exhaust fans and hand dryers, furnish & install a 200 amp panel and feeder to the meter stack, Addressable Fire Alarm System for Phase 3 and Phase 4, ¾" stub-ups for tele/data & TV outlets and temp. power & lighting for construction.
- Speaker audio system for the Exercise Room 170.

Exclusions/Assumptions:

- Architectural & Engineering Fees.
- Performance & Payment Bond.
- We assumed that Phase 3 & Phase 4 will be constructed during the same time period.
- Final cleaning.
- Stainless steel prep tables, coolers, freezers, stackable washer/dryer, refrigerator, copier and shower bench/seat are not included.
- Kitchen hood if required is not included.
- No sprinkler system is not included for the Basement.
- No HVAC unit included for the Data Room.
- Data & security by Owner.

Pricing Breakdown:

Phase 3 = $588,552.00
Phase 4 = $230,541
New Roof = $180,907.00
Total Phase 3, Phase 4 & New Roof = $1,000,000.00

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The contract total to complete this work as described above is $1,000,000.00 (One Million Dollars).

Accepted By: ______________________
Dr. Angie Settle, CEO
West Virginia Health Right

Chuck Moore
Chuck Moore, VP
BBL Carlton

Risk Assessment Tool	
Grantee Name:	West Virginia Health Right
Grant Program Name:	Clinic Expansion
Grant #:	
Grant Amount:	$1,500,000
Grant Period:	April 8, 2022 - December 31, 2026
Monitor Period:	April 8, 2022 - December 31, 2022
Date of Review:	8-Apr-22
Date of Last Review:	8-Apr-22

#	Question	Points	Assessment -- Yes; No; N/A *(select from drop down)*	Score (1=yes)	Comments
1	Has the applicant managed federally funded grant programming in the last 24 months?	1	Yes	1	FEMA, Congressional Appropriations
2	Was the applicant subject to a financial statement audit in the last 24 months, and had no findings? If any findings, list the number and details.	1	Yes	1	No findings - BakerTilly
3	Was the applicant free of any audit findings received within the past 5 years? If findings were made, how many, and nature of finding(s).	1	Yes	1	
4	Does the applicant have the capacity to manage and implement federal regulations including 2 CFR 200 and other specific federal regulations pertaining to items such as (segregation of duties, cash handling, contracting procedures, and personnel and travel policies). (2 CFR 200.303 - Internal Controls)	1	Yes	1	
5	Have key staff been instrumental in the funds process or generally remained stable in the past year?	1	Yes	1	
6	Has the applicant's financial or grant management system (technology or other) remained unchanged in the last 12 months? If changes were made, please explain in the comments section.	1	Yes	1	
7	Does the applicant's accounting system segregate expenditures by funding source? (Per 2 CFR 200.302, system must be sufficient to permit the preparation of reports and tracing of funds.)	1	Yes	1	
8	Has SAM.gov been checked to determine that the applicant is not debarred, suspended, or does not show delinquent federal debt in Sam.gov? (2 CFR 200.214)	1	Yes	1	
9	Does the applicant have documented procurement policies in alignment with the procurement regulations of 2 CFR Part 200?	1	Yes	1	Per questionnaire feedback, yes
10	Does the applicant maintain central file locations for all grants, loans or other types of financial assistance?	1	Yes	1	
11	Does the applicant have a Conflict-of-Interest Policy in place and is it documented?	1	Yes	1	
12	Does (or did) the applicant require, collect and document any expenditure/financial reports from subrecipients (from other current or past), and if so how frequently?	1	N/A	0	No subrecipients
13	Has the applicant been consistent/timely with prior program reporting requirements?	1	Yes	1	Annual state reporting/monitoring
14	Have the applicant's financial reports for any previous programming been adequate, accurate and on time?	1	Yes	1	

Available Total	14	**Total Risk Score**	**13**

LEGEND

High Risk	*Less than*	*4*
Medium High	*Between*	*4-7*
Medium Low	*Between*	*8-11*
Low Risk	*Greater than*	*11*

Notes	The organization's most recent audit did not reveal any deficiencies or weaknesses in internal controls. The organization has strong experience managing federal and state grants.
Concerns	No concerns exist at this time.
Recommendations	Recipient should provide invoices and receipts along with monthly reimbursement request.

Resolution No. 629-22

Introduced in Council: Adopted by Council:

April 18, 2022 _______

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 629-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act ("ARPA") funds to Manna Meal in the total amount of $1,200,456 and to execute appropriate agreements establishing the terms and conditions imposed upon the recipient, including ongoing duties for reporting on expenditure and programmatic activities and binding covenants to spend funds in accordance with the purposes for which such funds were granted.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to grant American Rescue Plan Act ("ARPA") funds to Manna Meal in the total amount of $1,200,456 and to execute appropriate agreements establishing the terms and conditions imposed upon the recipient, including ongoing duties for reporting on expenditure and programmatic activities and binding covenants to spend funds in accordance with the purposes for which such funds were granted. The grant is approved in full or in part based upon information submitted to the City in the grant recipient's City of Charleston ARPA grant application, attached hereto as Exhibit A. The City Manager is directed to withhold grant funding to the grant recipient should the City Manager determine that the grant recipient has failed to adhere to the obligations established in the agreement or fails to adhere to applicable local, state, or federal law.

American Rescue Plan Act (ARPA) Funding Application

Print

Submitted by:

Status: Open

Assigned To: Jonathan Storage

Priority: Normal

Due Date: Open

Attachments

- ARPA Documents Food Truck.pdf - 2021-12-14 06:52:44 pm

American Rescue Plan Act (ARPA)
Funding Application
Non-Profit, Community Groups, Neighborhood Associations, and Businesses
APPLICATION DEADLINE: December 15th 2021

Application must be completed in full to be considered. Applications may be submitted online using this fillable form. But forms and attachments may also be submitted by email to ARPA@cityofcharleston.org or by U.S. Mail to City Manager's Office, 501 Virginia Street East Charleston, WV 25301.

All requests for funding **must be directly related to COVID-19 mitigation or recovery efforts** and must fall within the parameters of at least one of the goals set by the treasury department along with other requirements listed within this application.

GENERAL INFORMATION

* **Name of Project/Program:**

So the hungry can eat- food truck

* **Organization Name:**

Manna Meal

* **Address:**

1105 Quarrier Street, Charleston, WV 25301

* **Primary Contact Person:**

Amy Wolfe

Title:

Executive Director

* **Phone:**

3043457121

* **Email:**

amy@mannameal.org

Federal Tax ID:

31-0977670

If applicable: DUNS Number:

949124168

To obtain a DUNS number please visit https://fedgov.dnb.com/webform After obtaining, please register your organization with the System for Award Management at https://sam.gov/SAM/

List the organization's owner(s), Board of Directors, senior staff members, and other key members:

Zach Drennen, President Ann Garcelon, Vice- President Judy Margolin, Secretary Laura Wehrle Mike Burgess Ibastem Barazi Tim Bradford Marc Slotnick Kelsey Abad Cathy Townsend-Estep Shawn Taylor Patricia Paul Lynne Gianola -Acting Treasurer Senior Staff: Amy Wolfe, Executive Director Dave Harrison, Operations Manager/Head Chef

Describe any partner organizations, their roles, and your relationship with them:

Manna Meal has a long standing relationship with collaborating with community partners to improve results and outcomes. Manna Meal has engaged with the following groups or entities to enhance the proposed project by leveraging space, resources, and volunteer capacity. WV Health Right Kanawha Valley Collective United Way of Central WV Religious Coalition for Community Development City of Charleston CARES Office Charleston-Kanawha Housing Authority Trinity Evangelical Church Kanawha Valley Senior Services Cabin Creek Health Systems Covenant House Charleston Police Department Mountaineer Food Bank Facing Hunger

BUDGETARY OVERVIEW - Must match Budget Worksheet

* Funds Requested	* Total Program/Project Cost	Annual Organization Budget
$970,456	$1,064,256	$857,650

Request Summary

1. Provide a narrative overview/summary of the request.

<u>Topics that may be included but not limited to:</u>

a. Purpose and anticipated outcomes
b. Individuals, entities, or communities served
c. How the pandemic has necessitated this request
d. Amount of any estimates and bids received to date
e. Timeline for project completion

Food insecurity is not a new issue in Charleston. For years, West Virginia has had one of the highest rates of food insecurity in the nation. In the wake of the COVID-19 pandemic, however, as the cost of groceries has skyrocketed alongside a massive spike in unemployment, food insecurity in our area has developed into a full-fledged community crisis extending well beyond Manna Meal's current service area. For 45 years, Manna Meal has been serving nutritious meals to those in need. We provide two meals daily, 365 days a year, no questions asked, and we have never missed a meal. Housed in St. John's Episcopal Church in the center of downtown Charleston—within walking distance of the city's shelters, aged and disabled housing, and other assistance service organizations—we are ideally positioned to serve our community's most vulnerable populations. Even so, there are many hungry individuals and families in Charleston whom we cannot reach, and who cannot reach us, at this location due to challenges such as transportation, health, and weather-related issues, and more. Manna Meal is thus seeking funds to purchase a food truck that would allow us to expand our hot meal program and provide consistent access to nutritious meals to those who reside in other underserved areas of the city and may not be able to make it to our location downtown. This new mobile unit would also expand the services of our mobile food pantry, as clients would have the option to take with them bags containing several days' worth of food in addition to a hot meal. Manna Meal has witnessed a staggering increase in both food costs and need since the beginning of the pandemic in March 2020. While the number of meals we are serving has risen 49%, we know that significant need remains unmet—so we must continue to grow to meet it. While COVID-19 has perhaps most severely impacted those who were already experiencing poverty and hunger, thousands of individuals and families in Charleston are, as a result of the pandemic, currently facing food insecurity for the first time. All are welcome at Manna Meal, no questions are asked, and there are no eligibility requirements with respect to age, gender, income, or residence, because we believe that no barrier should ever stand between a person and a nutritious meal. In order to measure the success of the food truck program, Manna Meal will track the number of individuals served at each feeding event. We aim to serve 150-200 meals daily, or 550-600 weekly. Once funded, we anticipate being able to acquire the truck and hire and train necessary staff within six months. By making Manna Meal's critical services available to more of our neighbors in need, the implementation of this new mobile unit would be a crucial step toward our entire community's recovery from the ongoing public health crisis. Estimates and Bids Received to Date $231.486 - truck (one of four bids) $5,500 - delivery $4,000 - insurance $5,000 - marketing $60,000 - food $6,000 - disposables (to-go containers, cups, cutlery) $4,000 - small ware (pots, pans, etc.) $125,400 - staffing One salaried manager at $36,500/year Three full-time staff at $29,640/year = $88,920 $870 - tables and chairs $5,200 - fuel cost/year TOTAL $447,456 - first year $205,600 - second year (cost to operate minus truck cost, tables and chairs, delivery fees) Asking for funding for 4 years $1,064.256

Attach any additional information such as bids, concepts, designs, letters of support, etc. If submitting electronically the documents must be in PDF, Excel, or Word format and total file size must not exceed 10 megabytes.

Program/Project Details

*** 1. The funding will be used to:**

- (●) **Start a new program/project**
- ( ) **Maintain an existing program/project**
- ( ) **Expand an existing program/project**

*** 2. If funded, will the program/project be completed within FY 2022?**

( ) **Yes** (●) **No**

If no, when is expected completion year?

Once funded, we anticipate being able to acquire the truck and hire the necessary staff within six months.

3. Which eligible ARPA Expenditure Category does this program/project represent (See https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf for further details)? Please check all that apply:

*

- [x] **Public Health**
- [x] **Negative Economic Impacts**
- [x] **Services to Disproportionately Impacted Communities**
- [ ] **Premium Pay**
- [ ] **Infrastructure**
- [ ] **Other**

4. Briefly describe the program/project funds are being requested for:

Manna Meal is seeking funding from the ARP to purchase a food truck to address food insecurity in underserved areas of the community exacerbated by the COVID-19 pandemic. In addition to the food truck purchase, this funding request includes expenses associated with operating the food truck, such as staffing (program manager and three hourly staff), food, supplies, fuel and maintenance. With a mobile food truck, we will be able to serve those in need who may not be able to get to Manna Meal's physical location in downtown Charleston. Many in our community do not have transportation or the means to travel to our location. Manna Meal will serve meals three days weekly during the initial six months of the program and increase to five days weekly after the pilot period. The mobile food truck will make nutritious meals accessible to individuals and families on the West Side, as well as other underserved areas in Charleston. We anticipate serving approximately 550-600 meals per week to those who, at present, often go without food at some point in their day.

5. Describe the need for this program/project:

In the wake of the COVID-19 pandemic, unemployment has drastically increased, and food insecurity is on the rise. More than 50 million people are experiencing food insecurity as a result of the coronavirus. Data from America's Health Rankings by United Health Foundation identifies food insecurity in West Virginia at 15.7%—fourth highest in the nation. Food insecurity describes a household's inability to provide enough food for every person to live an active, healthy life due to insufficient quantity of affordable, nutritious food. It is a complex problem that may be influenced by several factors including income, employment, race/ethnicity, and disability. Currently, unemployment rates are at the highest since the Great Depression, and, since the pandemic, food costs have also skyrocketed.According to Seth DiStefano, Policy Outreach Director at the WV Center on Budget and Policy, "The increased demand on household food budgets combined with lower earnings for families due to massive unemployment spike and significantly higher costs of groceries has led to a predictable outcome: West

Virginia families do not have enough to make it through the month." People are going hungry. Data collected through the Census Household Pulse Survey revealed that a staggering 82,000 West Virginia adults living with children reported that the children in their care were not eating enough because they simply could not afford the necessary food. Poverty rates have the most direct and constant effect on food insecurity, and the US Census' five-year estimate (2015-2019) identifies 20.7% of Charleston's population as living at or below the poverty level. Compounding the problem is the existence of a food desert in downtown Charleston. Food insecurity does not affect an individual or family as an isolated problem. It also leads to health-related issues such as malnutrition, which causes reduced muscle mass, decreased mobility and stamina, and difficulty staying warm. Deficiencies in vitamins and minerals lessens the body's ability to combat illness. Malnutrition causes heart disease, diabetes, and eye problems. Additionally, food insecurity increases behavioral health issues such as anxiety and depression. These conditions lessen our coping skills, impair judgement, increase anger, and decrease our ability to perform appropriately in a working or personal environment. If an individual is experiencing food insecurity, it is logical that they cannot afford medical treatment, so health problems become chronic, and contagious diseases are spread more readily and place additional burdens on our healthcare system.

6. List other Charleston organizations in Charleston that address this need:

To our knowledge, there is only one other organization in Charleston addressing food insecurity via a food truck—Food Shack. The Food Shack's mission is to provide free meals to impoverished children in the Kanawha Valley. The Food Shack delivers meals on Friday, Saturday, and Sunday, to approximately 60 children daily. In addition, the Salvation Army has a food truck/cantina, but it does not operate on a regular schedule. It is our understanding that it operates during disasters and for special events only.

7. Describe the level of collaboration with other organizations on this program/project:

Collaboration has always been key to our success. Manna Meal works daily to provide food to people in need while building solutions to fight hunger in our community. As the demand for food continues to rise, we remain steadfast in our mission. We are in ongoing communication with our social service partners throughout the city to maintain safe practices that ensure healthy food continues to be served and distributed to our neighbors in need. Collaboration with other assistance organizations gives us the opportunity to focus on our mission while simultaneously addressing clients' multifaceted needs. Few of our clients are just experiencing food insecurity—many also face issues with shelter, utilities, medical/psychological care, and substance abuse. For our new food truck program, Manna Meal will partner with the Religious Coalition for Community Renewal through participation in the HOME Program. This street outreach will help us identify even more areas in the city that need access to healthy foods. CARES office will be available to connect individuals with resources to address additional needs, and WV Health Right will provide testing,as well as assistance with any health concerns. Our wide-ranging community partners include Covenant House, United Way of Central West Virginia, Kanawha Valley Collective, Kanawha Charleston Health Department, Sojourners, Prestera, Trinity's Table, WV Health Right, City of Charleston CARES office, Charleston Police Department, Union Mission, Roark Sullivan, Mountaineer Food Bank, Facing Hunger, Garnet Career Center, Catholic Charities, Salvation Army, along with other soup kitchens and food pantries across Kanawha County. We know that collaborating with a variety of organizations across sectors and services areas is essential to making Charleston healthier and stronger.

8. How will duplication of services be prevented?

The Manna Meal Food Truck will be unique to Charleston so there will not be duplication of services.

Program Requirements and Objectives

1. Identify the target recipients of proposed services. Specify the number of City residents the program will serve during the fiscal year and explain the basis upon which this number is calculated.

Manna Meal estimates that at least 65% of our recipients are low-income individuals and families who are experiencing additional stress and lack of access to resources due to the pandemic, and the remaining 35% of our recipients are homeless. This segment of the "working poor" is often minimum wage workers such as servers, dishwashers, retail clerks, etc. compensated on an hourly basis. In many cases they are individuals who have gone from surviving on limited income to reduced or no income as a result of the pandemic and are living "paycheck to paycheck." This population needs Manna Meal to prevent hunger. Former clients are frequently bringing friends, family, and neighbors who previously did not need our services, but now, left without other options, have come to depend on us for their next meal. The mobile food truck will make nutritious meals accessible to individuals and families on the West Side, as well as other underserved areas in Charleston. We anticipate serving approximately 550-600 meals per week to those who, at present, often go without food at some point in their day.

2. List any eligibility requirements the program has with respect to age, gender, income, or residence.

There are NO eligibility requirements with respect to age, gender, income or residence. All are welcome to eat at Manna Meal.

3. If this is a continuing activity, describe a measurable outcome of the previous year's work regardless of funding source.

NA

4. If this is a new program describe two anticipated measurable outcomes for the proposed program.

The program mission of the Manna Meal Food Truck is to provide access to healthy meals and foods to underserved areas in Charleston. Manna Meal will track the number of individuals served at each feeding event. Manna Meal anticipates serving approximately 150-200 meals daily/550-600 weekly, but this number is an estimate until the program is operational. Once the program has been operational for several months, we will have more comprehensive data on the numbers served.   Manna Meal will also expand our mobile food pantry through the addition of the food truck. Individuals will not only receive a hot, nutritious meal—they will also be provided with 2-3 days worth of groceries to take with them,making the food truck and mobile pantry more impactful.

Budget

*** 1. Has the organization received funding from the City of Charleston in the past for a similar program/project?**

○ Yes ◉ No

*** 2. Has the organization requested funding from other Federal, State, or Local government entities for any program/project support related to COVID-19?**

◉ Yes ○ No

3. If yes, explain from which entities and the amounts requested for each program/project.

CDBG CV 2020 Requested $218,310.00 Received $100,000.00 CDBG CV 2021 Requested $149,720.00 Received $127,000.00 EFSP CARES 2020 Requested $25,000.00 Received $20, 453.00

4. List any other Federal, State, Local, or private funding or grant awards received in the last three years and the amount and status of each award.

Anthem/Unicare - CV-19 Response 2020 $20,000 Food Purchase - Closed City of Charleston CDBG 2020 $33,000.00 Food Purchase - Closed 2020 $17,000.00 Salary - Balance Remaining $ Daywood Foundation 2019 $14,500.00 Food Purchase - Closed 2020 $15,500.00 Food Purchase - Closed 2021 Award notification pending Encova CV-19 Response 2020 $5,000.00 FEMA EFSP 2019 $15,000.00 Food Purchase - Closed 2020 $11,725.00 Food Purchase- Closed 2021 $11,500.00 Food Purchase - Closed First Presbyterian Church of Charleston, WV - Local Grant Mission 2019 $8,000.00 Food Purchase -Closed 2020 No Grants Due to COVID 2021 $6,000.00 Food Purchase -Closed Greater Kanawha Valley Foundation (GKVF) Basic Needs Grant *This is a 3 year collaborative grant with the Covenant House being the lead, 2019 $29,700.00 Food Purchase - Closed 2020 $29,700.00 Food Purchase - Closed 2021 Awaiting Award GKVF CV-19 Response 2020 $7,000.00 Food Purchase - Closed GKVF Emergency Aid 2021 $30,000.00 Food Purchase- Mobile Pantry - Closed 2019 $33,250.00 Kitchen Equipment - Closed Pallottine Foundation CV Response 2020 $15,000.00 - Food Purchase - Closed Pallottine Foundation 2019 $7,640.00 2020 $15,000.00 Food Purchase- Closed 2021 $15,000.00 Food Purchase - Closed 2021 $25,000.00 General Operating Expenses - Closed 2021 $30,000.00 Food Purchase TC Energy CV-19 Response 2020 $10,000.00 Food Purchase - Closed United Way of Central WV CV-19 Response 2020 $5,000.00 Food Purchase- Closed 2020 $5,000.00 Food Purchase - Closed United Way of Central WV 2021 $20,000.00 Additional Freezers - Delayed due to supply chain issues WesBanco CV-19 Response 2020 $5,000.00 Food Purchase - Closed

5. Briefly summarize project revenues and expenses related to this request. This should coincide with the budget worksheet.

The proposed Manna Meal Food Truck Project in this application is based on a 4-year funding model. Expenditures in Year One will be higher than in subsequent years due to the purchase of the food truck, tables, chairs and small ware for the truck. These costs are a one-time capital expenditure. For the program to launch, these capital expenditures need to be funded. Year One capital expenditures, reported under "Other" on the budget worksheet, total $241,856 and include the above mentioned food truck, tables, chairs and smallware. Additional funding requested includes: $407,800 for salaries, $300,800 for supplies, and $20,00 for marketing. The $241,856 for the purchase of food truck, small ware, and table and chairs will allow us to keep up with the demand of the increase in our numbers. The $407,800 for staffing will be utilized to hire staff to support the Food Truck project. Staff will include a full-time salaried program manager and 3 full time hourly employees. In addition to new hires for the project, existing Manna Meal staff will help support the program. Manna Meal will provide internal funds in the amount of $93,800 for existing staff salaries. The $300,800 for supplies is allocated as follows: $60,000 for food purchases; $6,000 for disposable to-go boxes, cups and cutlery, and $11,200 fuel, and insurance. The $20,000 for marketing will be to promote the availability of the food truck, including billboards, flyers, Public Service Announcements, and social media. The total funding for 4 years of the program is $1, 064, 256.00

6. If this request is not fully funded, what adjustments to the program/project is the organization prepared to make?

If the request is not fully funded, Manna Meal will revise the proposed plan to adjust to the funding level. A drastic reduction in budget will greatly impact the anticipated outcomes and scope and could cause the program to be delayed indefinitely.

7. Describe the plan for sustainability of the program/project or initiative after the requested award has been exhausted.

Manna Meal will work to seek other sources of funding to continue providing these services beyond the 48-month timeline. Because the pandemic is now in its second year, it is anticipated that these services will be needed for the foreseeable future. In addition, once the program is fully functional, Manna Meal will seek opportunities to participate in food truck events, such as Live on the Levee and Food Truck Friday. Participation in these events will both generate revenue and help to promote the services of Manna Meal. Revenue generated from food sales and donations will be allocated directly to the food truck budget to help with the sustainability of the program.

8. Briefly describe the organization's fiscal oversight / internal controls to minimize opportunities for fraud, waste, and mismanagement.

Manna Meal is governed by a volunteer Board of Directors consisting of community leaders who meet every other month. The Executive Committee receives and reviews financial statements monthly, prepared by a CPA. The full Board of Directors receive and review financial statements at each Board meeting. The Finance Committee works closely with the Executive Director and CPA throughout the year. Manna Meal is audited annually. The Outreach Coordinator picks up the mail and logs all checks received before giving the checks to the Executive Director to process and deposit. The CPA reconciles all deposits with the bank statements. All invoices are reviewed by the Executive Director and presented for review along with the affiliated check to be signed by one of three authorized members of the Executive Committee.

9. How does your agency plan to separate ARPA funds from other agency funds for purposes of identification, tracking, reporting and auditing?

If funded, the food truck program will be closely monitored and will have a detailed budget to capture all revenue and expenses associated with the program. The majority of funding for the program will come from ARPA funds, and all expenditures associated with ARPA funds will be tracked for reporting and auditing purposes.

REQUESTED BUDGET WORKSHEET

Revenue Source Projections

List all Estimated Funding for this Program/Project

*** Proposed City ARPA Funding**

$970,456.00

Internal/Self-Funding

$93,800.00

Donations/Other Fundraising

0

Government Grants/Other

0

*** TOTAL REVENUE**

$1,064,256.00

Expenses Projections

List all Estimated Expenses for this Program/Project

Salaries/Wages

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
$407,800.00	$93.800.00	$501,600.00

Benefits & Matchings

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
0	0	0

Contracted Services

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
0	0	0

Program Materials

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
0	0	0

Marketing

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
$20,000.00	0	$20,000.00

Supplies

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
$300,800.00	0	$300,800.00

Other

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
$241,856	0	$241,856.00

Total Expenses

* Amount Requested from City	* Amount from Other Sources	* Total Estimated Expenses
$970,456.00	$93,800.00	$1.064,256.00

NOTE: Revenues and Expenses must balance, and the use of requested funds must be directly related to COVID-19 recovery efforts.

Organizational Details

1. Describe the history of the organization and its current programs and activities.

Manna Meal is a nonprofit organization established in 1976, with the sole purpose of providing free, nutritious meals to food insecure populations. Sometimes referred to as a soup kitchen, and during the Great Depression as a bread line, Manna Meal is that and more to those we serve in Charleston. Manna Meal has been serving two meals daily, 365 days a year, for 45 years. Neither holidays, nor weather-related events, nor even a pandemic has been reason for closing. When other organizations suspended or scaled back their services in response to COVID-19, Manna Meal took all of the measures and safety precautions necessary to expand—we began also serving dinner twice weekly—so that we could help meet the visible increase in need. Housed in St. John's Episcopal Church in the center of downtown Charleston since our inception, Manna Meal is within walking distance of the shelters, aged and disabled housing and other assistance service organizations, making us ideally positioned to serve the city's most vulnerable populations. We maintain a "no questions asked" policy in support of our mission, "So the hungry can eat," because we believe that no barrier should ever stand between a person and a nutritious meal. The only qualifying factors to receive Manna Meal's services are the need to satisfy hunger and willingness to help uphold a safe, hassle-free, and non-threatening environment. In addition to providing on-site meals, Manna Meal distributes food boxes as requested, usually on behalf of clients' non-ambulatory family/friends.We also operate a small food pantry that offers"24-hour" bags of food. As other local pantries are open only for limited hours during the weekdays,Manna Meal fills a critical void when they are closed.Recently, Manna Meal began operating a mobile pantry that delivers food directly to areas based on the level of food assistance needed in parts of our community as well. Manna Meal's pantry, mobile food pantry, and regular meal preparations all utiliz food from our community garden, which produces thousands of pounds of vegetables and is run solely by volunteers. Food insecurity never occurs as a singular issue, so we are prepared for participants to ask for assistance with other needs. Guests have ready access to a social worker who is able to link them to other service organizations. Our consistency, availability, and safe environment allows us to develop trusting relationships and act as a front-line connection to a vast array of critical resources. At Manna Meal, we know that feeding people isn't the same as nourishing them. Compassion needs a place at the table. This philosophy is the driving force behind our mission, and it is the reason that we have been able to serve as an effective safety net for our entire community for over four decades.

2. Provide the organization's mission statement/purpose.

So the hungry can eat; no questions asked.

3. List any third-party references that can verify the organizations qualification or prior grant experience.

Laura Boone, Senior Program Officer, Pallottine Foundation of Huntington lkboone@pallottinehuntington.org Amy Clark, CDBG Program Manager, City of Charleston MOECD amy.clark@cityofcharleston.org Margaret O'Neal moneal@unitedwaycwv.org Derek Vance, Program Manager, Greater Kanawha Valley Foundation dvance@tgkvf.org

COVID-19 Impact

1. Explain the impact of the COVID-19 pandemic and how it relates to your request. For example, reduction in services, closures, increased costs, community impact, etc.

Since the beginning of the pandemic in March of 2020, planning and building strategies to address the impact of the crisis on the community we serve has been one of Manna Meal's top priorities. As the pandemic has continued to unfold, businesses close, services become restricted, and individuals fall into unemployment or transition to working from home, Manna Meal has not missed a single meal. COVID-19 has not stopped hunger, and it has not stopped Manna Meal, either.Manna Meal has reimagined nearly all of our daily processes and procedures in order to meet the increasing need. We served meals outside for nearly four months in our parking lot under a tent to adhere to CDC recommendations. At the same time, in the wake of the pandemic, we have served approximately 49% more meals. 2019 2020 2021 Meals Served 92,115 138,141 151,603 Pantry Bags 1,077 2.196 5,969 We quickly adapted both to the necessity of a new approach to service and the drastically increased number of meals served. Adjustments to our standard operating procedures have included dining room occupancy limited to 50%, utilization of all disposable items, masks being handed out to anyone entering the building, and the halting of our robust volunteer program. Coronavirus is the perfect storm for our neighbors struggling to make ends meet. For 45 years, Manna Meal has been a reliable and constant source of relief to those suffering from food insecurity and hunger by serving two meals daily, 365 days a year. In response to other organizations suspending or altering services, we expanded our services in March 2020 by providing dinner for the first time in our history on Wednesdays and Saturdays to meet the need. What we thought would be a temporary service continues today due to other feeding programs remaining closed. For over four decades, we have attributed a large portion of our success to the volunteers that have consistently supported Manna Meal. During the pandemic, however, out of an abundance of caution, we had to suspend our volunteer program for the first time. We have relied upon our small staff and added temporary help to absorb the functions of the volunteers, thus increasing our staffing costs. We continue to implement additional safety precautions and go above and beyond when it comes to cleaning all areas of Manna Meal, especially in the high traffic areas of the kitchen, dining room, and restrooms, in order to protect the health and well-being of our staff and guests alike. Staff sanitizes each seat and table between use, and restrooms are disinfected every 30 minutes during mealtimes. Traditionally, meals have been served cafeteria-style from buffet tables, but to adhere to the strictest safety recommendations, we have prepared and placed all meals in disposable containers to reduce contact and help prevent the possible spread of any contaminant. Furthermore, COVID-19 has caused a major disruption within the supply chain, hence increasing costs of groceries and supplies. With unemployment at its highest since the Great Depression, many people are facing food insecurity, perhaps for the first time. Our small food pantry is a lifeline for many individuals and families, as the request for pantry bags steadily climbs. Unlike other food pantries in our community, our pantry is open seven days a week and doesn't have any frequency restrictions or referrals required. The COVID-19 crisis may differ in many ways from a weather-based natural disaster, but, as is the case for various storms we have faced in the past, the impact has been devastating and long-lasting, and the need for hunger-relief support will continue for months, if not years. COVID-19 has most-impacted communities and populations that are already vulnerable to hunger, as well as those who were just barely surviving. Unfortunately, and unsurprisingly, a new study from Feeding America projects that the number of food-insecure individuals will grow by 38%, including a 49% growth for children and teens. That means approximately 1 in 5 people may face hunger, including 1 in 3 children. The Manna Meal Food truck will allow us to reach an ever-increasing food insecure population, expand our hot meal program, and provide more healthy food options to those in underserved areas of Charleston. It is an opportunity to ensure that more people in our community have access to healthy food consistently, as reaching Manna Meal's main location has proven to be a difficult task for many of our neighbors due to transportation, health, and weather-related obstacles. In the face of the record-breaking levels of unemployment and food insecurity resulting from the pandemic, the mission of Manna Meal matters now more than ever. As a life sustaining organization, Manna Meal takes its commitment to serving every member of our community very seriously. With safe and efficient protocols, we are increasing our distribution of food to everyone who needs it, either through a hot meal or pantry bag, because no person should ever have to worry about having enough to eat.

2. If funds are being requested to replace revenue lost due to COVID-19, provide details, and attach supportive documentation.

NA

3. If awarded, how will ARPA funding aid in the recovery from the COVID-19 pandemic?

Awarded ARPA funding, the implementation of a food truck will make nutritious meals available at no cost to individuals families in underserved areas of the city, thereby helping mitigate food insecurity locally, along with numerous other health issues and homelessness that so often go hand in hand with hunger. This project is critical to our community and the recovery from the COVID-19 pandemic.

THE APPLICANT UNDERSTANDS:

*

- [x] **1. This application and other materials submitted to the City may constitute public records which may be subject to disclosure under the West Virginia Freedom of Information Act. Documents containing sensitive information may be marked as "confidential."**

*

- [x] **2. Submitting false or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program, and the applicant or its representative may be subject to civil and/or criminal prosecution.**

THE APPLICANT CERTIFIES THAT:

*

- [x] **1. I have reviewed the US Treasury guidelines regarding the eligible uses of American Rescue Plan State and Local recovery funds. https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund/request-funding**

*

- [x] **2. By submitting this request, I represent that I am an authorized officer, or member of the organization for which I am submitting, and the information contained in my submittal is true and correct to the best of my knowledge and belief.**

*

- [x] **3. The information submitted to the City of Charleston ("City") in this application, and substantially in connection with this application, is true and correct.**

*

- [x] **4. The applicant is in compliance with applicable laws, regulations, ordinances and orders applicable to it that could have an adverse material impact on the project. Adverse material impact includes lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory action by a governmental entity or inadequate capital to complete the project.**

*

- [x] **5. The applicant is not in default under the terms and conditions of any grant or loan agreements, leases or financing arrangements with its other creditors that could have an adverse material impact on the project.**

*

- [x] **6. I understand and agree that I must disclose, and will continue to disclose, any occurrence or event that could have an adverse material impact on the project.**

*

- [x] **7. I certify that the requested funding is needed to ensure this program/project will occur within the City limits of Charleston West Virginia.**

*

- [x] **8. The Board of Directors or governing body of the organization has approved submission of this application. Please attach a copy of the authorizing resolution or meeting minutes using the file upload.**

*** Signature**

Amy Wolfe

Authorized representative of Applicant/Organization

*** Date**

12/14/2021

Format: MM/DD/YYYY

*** PRINTED NAME:**

Amy Wolfe

*** TITLE OF APPLICANT:**

Executive Director

*** ORGANIZATION NAME:**

Manna Meal

Upload a File

Choose File No file chosen

William Booth, *Founder*
Brian Peddle, *General*
Commissioner Willis T. Howell, *Territorial Commander*
Lt. Colonel Allan Hofer, *Divisional Commander*
Majors Joseph and Jayne May, *Charleston Area Command Officers*

December 15, 2021

City of Charleston, West Virginia
City Manager's Office
501 Virginia Street East
Charleston, WV 25301

Dear City Manager's Office,

We at The Salvation Army of Charleston are grateful to be able to apply for funding through the American Rescue Plan grant managed by Charleston. Thank you for receiving our application.

During this extremely busy time of year for us all, we at The Salvation Army are particularly swamped with Holiday Season programs to raise support for and provide services to those in need in our community. This is true all around the county, and even the world.

Because of this, it has not yet been possible for our Divisional Finance Board in Washington, D.C. to get to approving this application for funding. However, I spoke directly with Mr. Andy Wood today in the Finance office regarding this difficulty and he assured me that our application could still be completed and submitted as if already approved, and would still be considered, provided I leave a note such as this specifying that we will make every effort to seek speedy approval on the request on our end.

Our Divisional Finance Board meets weekly, and I have gone all the way to the top to make sure this request can get on the agenda as soon as possible, so there should be no reason to treat our application as any different than any other. I assure you that such approval will be a formality as soon as it can be attended to.

Thank you for understanding time constraints and bottlenecks at the divisional level for such a large and busy organization as The Salvation Army. We here at the local Charleston Command are glad to be operating in a town with a strong community of mutual support and look forward to your hopefully favorable decision on our application for much-needed aid to support our community through the Covid Pandemic.

Sincerely,

Daniel Christy
Regional Resource Development Director
(304) 410-5371

American Rescue Plan Act (ARPA) Funding Application

Print

Submitted by:

Status: Open

Assigned To: Jonathan Storage

Priority: Normal

Due Date: Open

Attachments

- ARPA Documents Food.pdf - 2021-12-14 08:16:02 pm

American Rescue Plan Act (ARPA)
Funding Application
Non-Profit, Community Groups, Neighborhood Associations, and Businesses
APPLICATION DEADLINE: December 15th 2021

Application must be completed in full to be considered. Applications may be submitted online using this fillable form. But forms and attachments may also be submitted by email to ARPA@cityofcharleston.org or by U.S. Mail to City Manager's Office, 501 Virginia Street East Charleston, WV 25301.

All requests for funding **must be directly related to COVID-19 mitigation or recovery efforts** and must fall within the parameters of at least one of the goals set by the treasury department along with other requirements listed within this application.

GENERAL INFORMATION

* **Name of Project/Program:**

So the hungry can eat

* **Organization Name:**

Manna Meal, Inc.

* **Address:**

1105 Quarrier St., Charleston, WV 25301

* **Primary Contact Person:**

Amy Wolfe

Title:

Executive Director

*** Phone:**

3043457121

*** Email:**

amy@mannameal.org

Federal Tax ID:

31-0977670

If applicable: DUNS Number:

949124168

To obtain a DUNS number please visit https://fedgov.dnb.com/webform After obtaining, please register your organization with the System for Award Management at https://sam.gov/SAM/

List the organization's owner(s), Board of Directors, senior staff members, and other key members:

Zach Drennen, President Ann Garcelon, Vice- President Lynne Gianola, Acting Treasurer Judy Margolin, Secretary Laura Wehrle Mike Burgess Ibastem Barazi Tim Bradford Marc Slotnick Kelsey Abad Cathy Townsend-Estep Shawn Taylor Patricia Paul Senior Staff: Amy Wolfe, Executive Director Dave Harrison, Operations Manager/Head Chef

Describe any partner organizations, their roles, and your relationship with them:

Manna Meal has a long standing relationship with collaborating with community partners to improve results and outcomes. Manna Meal has engaged with the following groups or entities to enhance the proposed project by leveraging space, resources, and volunteer capacity. WV Health Right Kanawha Valley Collective United Way of Central WV Religious Coalition for Community Development City of Charleston CARES Office Charleston-Kanawha Housing Authority Trinity Evangelical Church Kanawha Valley Senior Services Cabin Creek Health Systems Covenant House Charleston Police Department Mountaineer Food Bank Facing Hunger

BUDGETARY OVERVIEW - Must match Budget Worksheet

* Funds Requested	* Total Program/Project Cost	Annual Organization Budget
$700,000	$1,200,000	$857,650

Request Summary

1. Provide a narrative overview/summary of the request.

<u>Topics that may be included but not limited to:</u>

a. Purpose and anticipated outcomes
b. Individuals, entities, or communities served
c. How the pandemic has necessitated this request
d. Amount of any estimates and bids received to date
e. Timeline for project completion

Food insecurity is not a new issue in Charleston. For years, West Virginia has had one of the highest rates of food insecurity in the nation. In the wake of the COVID-19 pandemic, however, as the cost of groceries has skyrocketed alongside a massive spike in unemployment, food insecurity in our area has developed into a full-fledged community crisis. Parents who have lost their jobs because of COVID-19 are now struggling to put food on the table for their families, and our neighbors who have been evicted no longer have access to stoves on which to cook. The most vulnerable members of our community remain on the streets, uncertain where—or whether—they'll find their next meal. Manna Meal's mission, "so the hungry can eat," has never been more critical. For 45 years, Manna Meal has been serving nutritious meals to those in need. We serve two meals daily, 365 days a year, no questions asked, and we have never missed a meal. In addition to providing meals on-site, Manna Meal operates a food pantry from our main location, open seven days a week, and we recently initiated a mobile food pantry in order to deliver food directly to the most underserved parts of the city. When other organizations suspended or scaled back their services at the height of the pandemic, we took all of the measures and safety precautions necessary to expand so that we could help meet the visible increase in need. But the need is vast, and it continues to grow—therefore so must we. Our mission is ongoing. Since the beginning of the pandemic in March 2020, we have witnessed a staggering increase in both food costs and need: food and supply costs have risen 108%, and the number of meals we are serving has risen 49%. While COVID-19 has perhaps most severely impacted those who were already experiencing poverty and hunger, thousands of individuals and families in Charleston are currently facing food insecurity for the first time. "No questions asked" is a central tenet of Manna Meal's philosophy, and there are no eligibility requirements with respect to age, gender, income, or residence to eat at Manna Meal. All are welcome and no questions are asked, because we believe that no barrier should ever stand between a person and a nutritious meal. For a growing number of people, Manna Meal is a lifeline. The bolstered capacity that would result from being awarded this grant would enable us to provide more meals and extend our reach to more underserved populations in our city. By combating food insecurity and preventing malnutrition among those in need, we will also help to stymie the numerous other health-related issues that so often go hand-in-hand with hunger and place additional burdens on our healthcare system. An expansion of Manna Meal's services would be a crucial step toward our entire community's recovery from the persisting public health crisis. Estimates and Bids Received to Date Manna Meal spent $276,961.75 on food purchases from January through November of 2021, compared to our annual pre-COVID budget of $125,000. Currently, we are spending approximately $25,000/month, resulting in an annual budget exceeding $175,000.

Attach any additional information such as bids, concepts, designs, letters of support, etc. If submitting electronically the documents must be in PDF, Excel, or Word format and total file size must not exceed 10 megabytes.

Program/Project Details

*** 1. The funding will be used to:**

- ○ **Start a new program/project**
- ○ **Maintain an existing program/project**
- ◉ **Expand an existing program/project**

*** 2. If funded, will the program/project be completed within FY 2022?**

○ **Yes** ◉ **No**

If no, when is expected completion year?

Ongoing

3. Which eligible ARPA Expenditure Category does this program/project represent (See https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf for further details)? Please check all that apply:

*

- [x] **Public Health**
- [x] **Negative Economic Impacts**
- [x] **Services to Disproportionately Impacted Communities**
- [ ] **Premium Pay**
- [ ] **Infrastructure**
- [ ] **Other**

4. Briefly describe the program/project funds are being requested for:

Manna Meal, a 365-day a year feeding facility, serves as a safety net for the food insecure population in Charleston and the surrounding areas. As our community continues to navigate this unprecedented global health crisis, our role—ensuring that none of our neighbors go hungry—has become more important than ever. Since the beginning of the pandemic, the need for our services has skyrocketed, evidenced by the dramatic increase in meal recipients and requests for emergency pantry bags, alongside a significant decrease in the number and amount of donations we typically receive We have had to purchase an extraordinary amount of food to keep up with the increased number of meals/recipients, as well as additional supplies, all while costs continue to rise due to unresolved supply chain issues.

5. Describe the need for this program/project:

In the wake of the COVID-19 pandemic, unemployment has drastically increased, and food insecurity is on the rise. More than 50 million people are experiencing food insecurity as a result of the coronavirus. Data from America's Health Rankings by United Health Foundation identifies food insecurity in West Virginia at 15.7%—fourth highest in the nation. Food insecurity describes a household's inability to provide enough food for every person to live an active, healthy life due to insufficient quantity of affordable, nutritious food. It is a complex problem that may be influenced by several factors including income, employment, race/ethnicity, and disability. Currently, unemployment rates are at the highest since the Great Depression, and, since the pandemic, food costs have also skyrocketed.According to Seth DiStefano, Policy Outreach Director at the WV Center on Budget and Policy, "The increased demand on household food budgets combined with lower earnings for families due to massive unemployment spike and significantly higher costs of groceries has led to a predictable outcome: West Virginia families do not have enough to make it through the month." People are going hungry. Data collected through the Census Household Pulse Survey revealed that a staggering 82,000 West Virginia adults living with children reported that the children in their care were not eating enough because they simply could not afford the necessary food. Poverty rates have the most direct and constant effect on food insecurity, and the US Census' five-year estimate (2015-2019) identifies 20.7% of Charleston's population as living at or below the poverty level. Compounding the problem is the existence of a food desert in downtown Charleston. Food insecurity does not affect an individual or family as an isolated problem. It also leads to health-related issues such as malnutrition, which causes reduced muscle mass, decreased mobility and stamina, and difficulty staying warm. Deficiencies in vitamins and minerals lessens the body's ability to combat illness. Malnutrition causes heart disease, diabetes, and eye problems. Additionally, food insecurity increases behavioral health issues such as anxiety and depression. These conditions lessen our coping skills, impair judgement, increase anger, and decrease our ability to perform appropriately in a working or personal environment. If an individual is experiencing food insecurity, it is logical that they cannot afford medical treatment, so health problems become chronic, and contagious diseases are spread more readily and place additional burdens on our healthcare system.

6. List other Charleston organizations in Charleston that address this need:

Religious Coalition for Community Development - Dinner 3 nights weekly *Meal are provided by Manna MEal Kanawha Valley Senior Services Salvation Army (Food Pantry) A More Excellent Way Church (Food Pantry) Covenant House (Food Pantry) Sojourner's (Residents Only) Cross Roads

7. Describe the level of collaboration with other organizations on this program/project:

Collaboration has always been key to our success. Manna Meal works daily to provide food to people in need while building solutions to fight hunger in our community. As the demand for food continues to rise, we remain steadfast in our mission. We are in ongoing communication with our social service partners throughout the city to maintain safe practices ensuring that healthy food continues to be served and distributed to our neighbors in need. The information shared has allowed us not only to stay informed, but also, importantly, to be proactive in our planning. Knowing that the demographics and needs of our clients were rapidly changing allowed us to plan for the increased demand by purchasing food for our pantry, as well as recognize and respond to the need for hygiene products among our clients. Through our partnership with WV Health Right, we continue to monitor the health of our staff and clients. WV Health Right staff are onsite at Manna Meal every Monday to offer temperature checks, Flu A/B tests, and strep screenings.. WV Health Right and the CAMC Ryan White Program also offer HIV testing weekly. Additionally, Manna Meal collaborates with the Religious Coalition for Community Renewal (RCCR) on their HOME Outreach Services initiative, which provides evening and weekend outreach coverage in our community. Manna Meal provides approximately 40 dinners per day on Tuesday, Thursday, and Sunday evenings for the HOME team to pass out to our most vulnerable residents. Earlier this year, Manna Meal established a mobile food pantry to help further address growing food insecurity in our community. These events, which have primarily taken place on Charleston's West Side, are also possible thanks to various partnerships. . Few of our clients are just experiencing food insecurity—many also face issues with shelter, utilities, medical/psychological care, and substance abuse. Collaboration with other assistance organizations gives us the opportunity to focus on our mission while simultaneously addressing clients' multifaceted needs Our wide-ranging community partners include Covenant House, United Way of Central West Virginia, Kanawha Valley Collective, Kanawha Charleston Health Department, Sojourners, Prestera, Trinity's Table, WV Health Right, City of Charleston CARES office, Charleston Police Department, Union Mission, Roark Sullivan, Mountaineer Food Bank, Facing Hunger, Garnet Career Center, Catholic Charities, Salvation Army, along with other soup kitchens and food pantries across Kanawha County. We know that collaborating with a variety of organizations across sectors and services areas is essential to making Charleston healthier and stronger.

8. How will duplication of services be prevented?

Manna Meal is the only agency solely dedicated to serving as a feeding facility in Charleston. For over four decades, we have provided breakfast and lunch daily, 365 days a year.At the onset of the pandemic in March of 2020, when other organizations altered or suspended their services, we expanded ours to include dinner for the first time in our history (on Wednesday and Saturday evenings). Our policy of "no questions asked" also sets us apart, as the only qualifying factors to receive Manna Meal's services are the need to satisfy hunger and willingness to help uphold a safe, hassle-free, and non-threatening environment.

Program Requirements and Objectives

1. Identify the target recipients of proposed services. Specify the number of City residents the program will serve during the fiscal year and explain the basis upon which this number is calculated.

Manna Meal estimates that at least 65% of our recipients are low-income individuals and families who are experiencing additional stress and lack of access to resources due to the pandemic, and the remaining 35% of our recipients are homeless. This segment of the "working poor" is often minimum wage workers such as servers, dishwashers, retail clerks, etc. compensated on an hourly basis. In many cases, they are individuals who have gone from surviving on limited income to reduced or no income as a result of the pandemic and are living "paycheck to paycheck." .Former clients are frequently bringing friends, family, and neighbors who previously did not need our services, but now, left without other options, have come to depend upon us for their next meal. We provide meals to anyone in need.

2. List any eligibility requirements the program has with respect to age, gender, income, or residence.

There are NO eligibility requirements with respect to age, gender, income or residence. All are welcome to eat at Manna Meal.

3. If this is a continuing activity, describe a measurable outcome of the previous year's work regardless of funding source.

Our primary measurement has always been the number of meals that we serve. We also calculate the cost of those meals based on the cost of food we purchase. For example, in 2021 our purchased food expense was $218,321 and total meals served was $136,141. Using this data, we can determine our per meal cost was $1.61 for food only, as this does not include the cost for all of the to-go containers, disposable cups, bowls, and flatware that we must now use due to COVID-19. Feeding America is the nation's largest domestic hunger-relief organization, and their 2019 meal cost estimate was $2.92 per meal. Our average meal cost was 47% of that.. Since the beginning of the pandemic in March 2020, we have seen a drastic uptick in numbers, and unfortunately, there does not appear to be an end in sight. Meals Served Pantry Bags Food Expense 2019 92,115 1,077 $124,928.28 2020 138,141 2,196 $218,320.78 2021 151,603 5,969 $276,961.78 Other areas of measurement include pounds of donated food, monetary donations, and number of volunteer hours. Manna Meal has also been exploring ways to stay true to our mission, "so the hungry can eat; no questions asked," while collecting more accurate data on the number of clients we serve. These conversations have included the Executive Director and Board of Directors as well as community partners. Refining this process will not only offer a more expanded depiction of the clients we serve, but also make us a stronger collaborative partner.

4. If this is a new program describe two anticipated measurable outcomes for the proposed program.

NA

Budget

*** 1. Has the organization received funding from the City of Charleston in the past for a similar program/project?**

(●) **Yes** ( ) **No**

*** 2. Has the organization requested funding from other Federal, State, or Local government entities for any program/project support related to COVID-19?**

(●) **Yes** ( ) **No**

3. If yes, explain from which entities and the amounts requested for each program/project.

CDBG CV 2020 Requested $218,310.00 Received $100,000.00 CDBG CV 2021 Requested $149,720.00 Received $127,000.00 EFSP CARES 2020 Requested $25,000.00 Received $20, 453.00

4. List any other Federal, State, Local, or private funding or grant awards received in the last three years and the amount and status of each award.

Anthem/Unicare - CV-19 Response 2020 $20,000 Food Purchase - Closed City of Charleston CDBG 2020 $33,000.00 Food Purchase - Closed 2020 $17,000.00 Salary - Balance Remaining $ Daywood Foundation 2019 $14,500.00 Food Purchase - Closed 2020 $15,500.00 Food Purchase - Closed 2021 Award notification pending Encova CV-19 Response 2020 $5,000.00 FEMA EFSP 2019 $15,000.00 Food Purchase - Closed 2020 $11,725.00 Food Purchase- Closed 2021 $11,500.00 Food Purchase - Closed First Presbyterian Church of Charleston, WV - Local Grant Mission 2019 $8,000.00 Food Purchase -Closed 2020 No Grants Due to COVID 2021 $6,000.00 Food Purchase -Closed Greater Kanawha Valley Foundation (GKVF) Basic Needs Grant *This is a 3 year collaborative grant with the Covenant House being the lead, 2019 $29,700.00 Food Purchase - Closed 2020 $29,700.00 Food Purchase - Closed 2021 Awaiting Award GKVF CV-19 Response 2020 $7,000.00 Food Purchase - Closed GKVF Emergency Aid 2021 $30,000.00 Food Purchase- Mobile Pantry - Closed 2019 $33,250.00 Kitchen Equipment - Closed Pallottine Foundation CV Response 2020 $15,000.00 - Food Purchase - Closed Pallottine Foundation 2019 $7,640.00 2020 $15,000.00 Food Purchase- Closed 2021 $15,000.00 Food Purchase - Closed 2021 $25,000.00 General Operating Expenses - Closed 2021 $30,000.00 Food Purchase TC Energy CV-19 Response 2020 $10,000.00 Food Purchase - Closed United Way of Central WV CV-19 Response 2020 $5,000.00 Food Purchase- Closed 2020 $5,000.00 Food Purchase - Closed United Way of Central WV 2021 $20,000.00 Additional Freezers - Delayed due to supply chain issues WesBanco CV-19 Response 2020 $5,000.00 Food Purchase - Closed

5. Briefly summarize project revenues and expenses related to this request. This should coincide with the budget worksheet.

For the American Rescue Plan Act (ARPA), we are requesting $700,000.00 for food purchases over a four year period. The $700,000 for the purchase of food will allow us to keep up with the increase in demand, reflected in the numbers we have shared. We have seen a 49% increase in participation since the beginning of COVID-19. Additional meals (dinner service) have been added. Restaurant and grocery store donations have decreased, while, at the same time, the cost of food has increased. Based on the trends we have observed in the past two years, we predict that our food costs will remain at $25,000 monthly, or $900,000 over the next 48 months. This will result in our food costs being $700,00 over budget. Manna Meal anticipates $500,000 in grants for food purchase over a 48-month period based on previous years' grant revenue history.

6. If this request is not fully funded, what adjustments to the program/project is the organization prepared to make?

If this request is not fully funded, Manna Meal will continue to do everything in our power to fulfill our mission of feeding the hungry and meet our community's increased need. We will aggressively seek other funding through grants, private foundations, and individual donations. As food costs and the number of meals served continue to rise, it is imperative that Manna Meal have the resources to continue to serve nutritious meals to anyone who walks through our doors.

7. Describe the plan for sustainability of the program/project or initiative after the requested award has been exhausted.

Manna Meal has been a lifeline for many of Charleston's most vulnerable residents for over four decades, even throughout the pandemic, we have never missed a meal. We will continue to search and apply for grant funding, and,with our numerous volunteers, donations, and community involvement, continue to fulfill our mission "so the hungry can eat, no questions asked." Our fundraising efforts are ongoing and critical to our sustainability. Manna Meal also receives monetary support from individual donations, churches, civic groups, businesses, trusts, appeal campaigns, charitable foundations, and fundraising events. Food donations come from many different sources, including the United States Department of Agriculture, FEMA, local farmers, food recovery programs, food drives, and community donated items. Unfortunately, due to the pandemic, we had to cancel our two fundraising events scheduled for 2020, resulting in an estimated loss of income of $75,000, as well as our largest fundraising event for 2021, resulting in an estimated loss of $45,000. We were able to host one small event in the fall of 2021 and are planning to host at least one event in 2022, if possible.

8. Briefly describe the organization's fiscal oversight / internal controls to minimize opportunities for fraud, waste, and mismanagement.

Manna Meal is governed by a volunteer Board of Directors consisting of community leaders who meet every other month. The Executive Committee receives and reviews financial statements monthly, prepared by a CPA. The full Board of Directors receives and reviews financial statements at each Board meeting. The Finance Committee works closely with the Executive Director and CPA throughout the year. The Outreach Coordinator picks up the mail and logs all checks received before giving the checks to the Executive Director to process and deposit. The CPA reconciles all deposits with the bank statements. All invoices are reviewed by the Executive Director and presented for review along with the affiliated check to be signed by one of three authorized members of the Executive Committee.

9. How does your agency plan to separate ARPA funds from other agency funds for purposes of identification, tracking, reporting and auditing?

If funded, the food purchases will be closely monitored and will have a detailed budget to capture all revenue and expenses associated with the program. All expenditures associated with ARPA funds will be tracked for reporting and auditing purposes.

REQUESTED BUDGET WORKSHEET

Revenue Source Projections

List all Estimated Funding for this Program/Project

*** Proposed City ARPA Funding**

$700,000

Internal/Self-Funding

Donations/Other Fundraising

0

Government Grants/Other

$500,000

*** TOTAL REVENUE**

$1,200,000

Expenses Projections

List all Estimated Expenses for this Program/Project

Salaries/Wages

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
0	0	0

Benefits & Matchings

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
0	0	0

Contracted Services

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
0	0	0

Program Materials

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
0	0	0

Marketing

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
0	0	0

Supplies

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
0	0	0

Other

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
$700,000	$500,000	$1,200,000

Total Expenses

* Amount Requested from City	* Amount from Other Sources	* Total Estimated Expenses
$700,000	$500,000	$1,200,000

NOTE: Revenues and Expenses must balance, and the use of requested funds must be directly related to COVID-19 recovery efforts.

Organizational Details

1. Describe the history of the organization and its current programs and activities.

Manna Meal is a nonprofit organization established in 1976, with the sole purpose of providing free, nutritious meals to food insecure populations. Sometimes referred to as a soup kitchen, and during the Great Depression as a bread line, Manna Meal is that and more to those we serve in Charleston. Manna Meal has been serving two meals daily, 365 days a year, for 45 years. Neither holidays, nor weather-related events, nor even a pandemic has been reason for closing. When other organizations suspended or scaled back their services in response to COVID-19, Manna Meal took all of the measures and safety precautions necessary to expand—we began also serving dinner twice weekly—so that we could help meet the visible increase in need. Housed in St. John's Episcopal Church in the center of downtown Charleston since our inception, Manna Meal is within walking distance of the shelters, aged and disabled housing and other assistance service organizations, making us ideally positioned to serve the city's most vulnerable populations. We maintain a "no questions asked" policy in support of our mission, "So the hungry can eat," because we believe that no barrier should ever stand between a person and a nutritious meal. The only qualifying factors to receive Manna Meal's services are the need to satisfy hunger and willingness to help uphold a safe, hassle-free, and non-threatening environment. In addition to providing on-site meals, Manna Meal distributes food boxes as requested, usually on behalf of clients' non-ambulatory family/friends.We also operate a small food pantry that offers"24-hour" bags of food. As other local pantries are open only for limited hours during the weekdays,Manna Meal fills a critical void when they are closed.Recently, Manna Meal began operating a mobile pantry that delivers food directly to areas based on the level of food assistance needed in parts of our community as well. Manna Meal's pantry, mobile food pantry, and regular meal preparations all utiliz food from our community garden, which produces thousands of pounds of vegetables and is run solely by volunteers. Food insecurity never occurs as a singular issue, so we are prepared for participants to ask for assistance with other needs. Guests have ready access to a social worker who is able to link them to other service organizations. Our consistency, availability, and safe environment allows us to develop trusting relationships and act as a front-line connection to a vast array of critical resources. At Manna Meal, we know that feeding people isn't the same as nourishing them. Compassion needs a place at the table. This philosophy is the driving force behind our mission, and it is the reason that we have been able to serve as an effective safety net for our entire community for over four decades.

2. Provide the organization's mission statement/purpose.

So the hungry can eat; no questions asked.

3. List any third-party references that can verify the organizations qualification or prior grant experience.

Laura Boone, Senior Program Officer, Pallottine Foundation of Huntington lkboone@pallottinehuntington.org Amy Clark, CDBG Program Manager, City of Charleston MOECD amy.clark@cityofcharleston.org Margaret O'Neal moneal@unitedwaycwv.org Derek Vance, Program Manager, Greater Kanawha Valley Foundation dvance@tgkvf.org

COVID-19 Impact

1. Explain the impact of the COVID-19 pandemic and how it relates to your request. For example, reduction in services, closures, increased costs, community impact, etc.

Since the beginning of the pandemic in March of 2020, planning and building strategies to address the impact of the crisis on the community we serve has been one of Manna Meal's top priorities. As the pandemic has continued to unfold, businesses close, services become restricted, and individuals fall into unemployment or transition to working from home, Manna Meal has not missed a single meal. COVID-19 has not stopped hunger, and it has not stopped Manna Meal, either. Manna Meal has reimagined nearly all of our daily processes and procedures in order to meet the increasing need. We served meals outside for nearly four months in our parking lot under a tent to adhere to CDC recommendations. At the same time, in the wake of the pandemic, we have served approximately 49% more meals. We quickly adapted both to the necessity of a new approach to service and the drastically increased number of meals served. Adjustments to our standard operating procedures have included dining room occupancy limited to 50%, utilization of all disposable items, masks being handed out to anyone entering the building, and the halting of our robust volunteer program. Coronavirus is the perfect storm for our neighbors struggling to make ends meet. For 45 years, Manna Meal has been a reliable and constant source of relief to those suffering from food insecurity and hunger by serving two meals daily, 365 days a year. In response to other organizations suspending or altering services, we expanded our services in March 2020 by providing dinner for the first time in our history on Wednesdays and Saturdays to meet the need. What we thought would be a temporary service continues today due to other feeding programs remaining closed. For over four decades, we have attributed a large portion of our success to the volunteers that have consistently supported Manna Meal. During the pandemic, however, out of an abundance of caution, we had to suspend our volunteer program for the first time. We have relied upon our small staff and added temporary help to absorb the functions of the volunteers, thus increasing our staffing costs. We continue to implement additional safety precautions and go above and beyond when it comes to cleaning all areas of Manna Meal, especially in the high traffic areas of the kitchen, dining room, and restrooms, in order to protect the health and well-being of our staff and guests alike. Staff sanitizes each seat and table between use, and restrooms are disinfected every 30 minutes during mealtimes. Traditionally, meals have been served cafeteria-style from buffet tables, but to adhere to the strictest safety recommendations, we have prepared and placed all meals in disposable containers to reduce contact and help prevent the possible spread of any contaminant. Furthermore, COVID-19 has caused a major disruption within the supply chain, hence increasing costs of groceries and supplies. The United Nations' Food and Agriculture Organization's Food Price Index, which tracks global prices of commodities used in making food, is up 30% in October 2021 relative to pre-pandemic levels in January 2020. With unemployment at its highest since the Great Depression, many people are facing food insecurity, perhaps for the first time. Our small food pantry is a lifeline for many individuals and families, as the request for pantry bags steadily climbs. Unlike other food pantries in our community, our pantry is open seven days a week and doesn't have any frequency restrictions or referrals required. Food Purchase Costs 2019 $124,908.28 2020 $218,320.97 2021 (January-December 14th) $$276,961.78 The COVID-19 crisis may differ in many ways from a weather-based natural disaster, but, as is the case for various storms we have faced in the past, the impact has been devastating and long-lasting, and the need for hunger-relief support will continue for months, if not years. COVID-19 has most-impacted communities and populations that are already vulnerable to hunger, as well as those who were just barely surviving. Unfortunately, and unsurprisingly, a new study from Feeding America projects that the number of food-insecure individuals will grow by 38%, including a 49% growth for children and teens. That means approximately 1 in 5 people may face hunger, including 1 in 3 children. In the face of the record-breaking levels of unemployment and food insecurity resulting from the pandemic, the mission of Manna Meal matters now more than ever. As a life sustaining organization, Manna Meal takes its commitment to serving every member of our community very seriously. With safe and efficient protocols, we are increasing our distribution of food to everyone who needs it, either through a hot meal or pantry bag, because no person should ever have to worry about having enough to eat.

2. If funds are being requested to replace revenue lost due to COVID-19, provide details, and attach supportive documentation.

NA

3. If awarded, how will ARPA funding aid in the recovery from the COVID-19 pandemic?

Awarded ARPA funding, Manna Meal will continue to serve and expand our feeding program by providing nutritious meals at no cost to individuals families. Thereby helping mitigate food insecurity locally, along with numerous other health issues and homelessness that so often go hand in hand with hunger. This project is critical to our community and the recovery from the COVID-19 pandemic.

THE APPLICANT UNDERSTANDS:

*

☑ **1. This application and other materials submitted to the City may constitute public records which may be subject to disclosure under the West Virginia Freedom of Information Act. Documents containing sensitive information may be marked as "confidential."**

*

☑ **2. Submitting false or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program, and the applicant or its representative may be subject to civil and/or criminal prosecution.**

THE APPLICANT CERTIFIES THAT:

*

☑ **1. I have reviewed the US Treasury guidelines regarding the eligible uses of American Rescue Plan State and Local recovery funds. https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund/request-funding**

*

☑ **2. By submitting this request, I represent that I am an authorized officer, or member of the organization for which I am submitting, and the information contained in my submittal is true and correct to the best of my knowledge and belief.**

*

☑ **3. The information submitted to the City of Charleston ("City") in this application, and substantially in connection with this application, is true and correct.**

*

☑ **4. The applicant is in compliance with applicable laws, regulations, ordinances and orders applicable to it that could have an adverse material impact on the project. Adverse material impact includes lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory action by a governmental entity or inadequate capital to complete the project.**

*

- [x] **5. The applicant is not in default under the terms and conditions of any grant or loan agreements, leases or financing arrangements with its other creditors that could have an adverse material impact on the project.**

*

- [x] **6. I understand and agree that I must disclose, and will continue to disclose, any occurrence or event that could have an adverse material impact on the project.**

*

- [x] **7. I certify that the requested funding is needed to ensure this program/project will occur within the City limits of Charleston West Virginia.**

*

- [x] **8. The Board of Directors or governing body of the organization has approved submission of this application. Please attach a copy of the authorizing resolution or meeting minutes using the file upload.**

*** Signature**

Amy Wolfe

Authorized representative of Applicant/Organization

*** Date**

12/14/2021

Format: MM/DD/YYYY

*** PRINTED NAME:**

Amy Wolfe

*** TITLE OF APPLICANT:**

Executive Director

*** ORGANIZATION NAME:**

Manna Meal

Upload a File

Choose File No file chosen

MANNA MEAL
SO THE HUNGRY CAN EAT

Board Resolution

The Board of Directors of Manna Meal, Inc. met on November 16, 2021 with a quorum present and passed the following resolution.

Be it RESOLVED that the Board of Directors of Manna Meal authorizes Amy Wolfe, Executive Director, to apply for the 2021 City of Charleston American Rescue Funding Grant.

Be it also RESOLVED that the Board of Directors of Manna Meal understands that the information provided in the grant application may be shared with other funding organizations. If grant is received, Manna Meal will use the funds as specifically granted and spend the money within the timeframe allocated by the funder. Manna Meal allows the funder to use the information provided in the application for public relations and will mention the funders' support in any publicity Manna Meal generates regarding the activity.

By: Zach Drennen

Zach Drennen, President

Date: 12/13/2021

WEST VIRGINIA
Health Right INC.

December 10, 2021

To Whom It May Concern:

I am writing to you on behalf of WV Health Right, Inc. in support of Manna Meal's proposal to the City of Charleston for funding to bolster programming addressing issues of food insecurity in our community which have been exacerbated by the COVID-19 pandemic.

As an organization that provides free and charitable health care, we have witnessed a severe increase in food insecurity among Charleston residents as a result of the pandemic and the widespread unemployment that has followed. Manna Meal's work greatly benefits the health and well-being of our entire community, and the continuation and expansion of their services is essential to preventing hunger and aiding in the city's recovery from the pandemic.

In support of this program, our hope is to continue to function as a strong community partner by offering a connection to services that could ultimately end homelessness throughout our community. We strongly support Manna Meal's application for assistance to fund this critical effort.

Sincerely,

Dr. Angie Settle
CEO

1520 Washington Street, East • Charleston, WV 25311

Phone: 304.414.5930 Fax: 304.343.7009

KANAWHA VALLEY COLLECTIVE
1 UNITED WAY SQUARE

December 13, 2021

To Whom It May Concern:

I am writing to you on behalf of Kanawha Valley Collective in support of Manna Meal's proposal to the City of Charleston for a grant to fund additional food and programming to battle the issue of food insecurity in our community which have been exacerbated by the COVID-19 pandemic.

As an organization that works to end homelessness we have witnessed a severe increase in food insecurity among Charleston residents as a result of the pandemic and the unemployment and underemployment that has followed. We have seen an increase in food insecurity as well as risks of homelessness since the beginning of 2020. We have also seen an increase in individuals seeking assistance, either food or financial, for the first time in their lives.

Manna Meal has long been at the forefront of addressing the issue of hunger in Charleston. Serving breakfast and lunch 365 days a year no questions asked. They never closed during the pandemic and did all they could to meet the growing needs of the community as well as keep everyone safe.

We strongly support Manna Meal's application for assistance to fund this critical project.

Sincerely,

Traci Strickland
Executive Director
Kanawha Valley Collective

MISSION: THE KANAWHA VALLEY COLLECTIVE IS A COLLABORATIVE NETWORK DEDICATED TO PREVENTING AND ENDING HOMELESSNESS.
VISION: EVERYONE IN OUR COMMUNITY HAS A SAFE, STABLE PLACE TO CALL HOME.

RCCR
The Religious Coalition for Community Renewal

Mailing Address: P. O. Box 3911, Charleston, WV 25339
Physical Address: 1117 Quarrier Street, Charleston, WV 25301
Phone: 304-346-6398

To Whom It May Concern:

I am writing to you on behalf of The Religious Coalition for Community in support of Manna Meal's proposal to the City of Charleston for funding to bolster programming addressing issues of food insecurity in our community which have been exacerbated by the COVID-19 pandemic.

As an organization that develops projects and programs which help renew our community by identifying, addressing, and overcoming obstacles which keep people from decent, affordable housing, we have witnessed a severe increase in food insecurity among Charleston residents as a result of the pandemic and the widespread unemployment that has followed. Manna Meal's work greatly benefits the health and well-being of our entire community, and the continuation and expansion of their services is essential to preventing hunger and aiding in the city's recovery from the pandemic.

We strongly support Manna Meal's application for assistance to fund this critical effort.

Sincerely,

Kevin Jones
Executive Director
Religious Coalition for Community Renewal
PO Box 3911
Charleston, WV 25339
304-205-0234

One United Way Square
Charleston WV 25301
tel 304.340.3500
fax 304.340.3508
www.unitedwaycwv.org

United Way
of Central West Virginia

December 13, 2021

To Whom It May Concern:

I am writing to you on behalf of United Way of Central WV in support of Manna Meal's proposal to the City of Charleston for funding to bolster programming addressing issues of food insecurity in our community which have been exacerbated by the COVID-19 pandemic.

As an organization that is known for its ability to identify needs, develop and mobilize resources, we have witnessed a severe increase in food insecurity among Charleston residents as a result of the pandemic and the widespread unemployment that has followed. Manna Meal's work greatly benefits the health and well-being of our entire community, and the continuation and expansion of their services is essential to preventing hunger and aiding in the city's recovery from the pandemic.

We strongly support Manna Meal's application for assistance to fund this critical effort.

Sincerely,

Margaret Ann O'Neal

Margaret Ann O'Neal
President

Notice of Subaward

Subrecipient Name: Manna Meal, Inc.	**Name of Federal Awarding Agency:** Department of Treasury
Subrecipient's UEI ID: WBFCK32ES7A8	**Federal Award Date:** 5/18/2021
Federal Award Identification Number (FAIN): SLFRP0368	**Name of Pass-Through Entity:** The City of Charleston, WV
Catalog of Federal Domestic Assistance (CFDA) Number: 21.027	**Contact Information for Pass-Through Entity:** Andy Wood | Finance Director | (304) 348-8014
Program Name: Coronavirus State and Local Fiscal Recovery Funds	**Subaward Period of Performance:** 4/19/2022 **–** 12/31/2026
Federal Award Program Description: The Coronavirus Local Fiscal Recovery Fund addresses the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses.	
Total Amount of Federal Funds Obligated by this Agreement: $1,200,456	**Total Amount of Federal Funds obligated to the Subrecipient:** $1,200,456
Approved Budget Categories: EC 2.22 **-** Strong Healthy Communities: Neighborhood Features that Promote Health and Safety	
Is the award for Research and Development (R&D)? (Y/N) No	**Indirect Cost Rate for federal award:** Not applicable to the Local Fiscal Recovery Fund
Terms & Conditions: All requirements imposed by the City of Charleston, WV (the City) on the subrecipient so that the Federal award is used in accordance with the American Rescue Plan Act, U.S. Treasury guidance, and the terms and conditions of the Federal award of American Rescue Plan Act Fiscal Recovery Funds.	
Incorporated Documents: 1. Notice of Subaward **2.** Subrecipient Agreement **3.** Exhibit A – Scope of Work 4. Exhibit B – Project Budget	

Subrecipient Agreement

Minimum Requirements include:

- All requirements imposed by the City of Charleston, WV (the City) on the subrecipient so that the Federal award is used in accordance with the American Rescue Plan Act, U.S. Treasury guidance, and the terms and conditions of the Federal award of American Rescue Plan Act Fiscal Recovery Funds.
- Any additional requirements imposed by the City on the subrecipient in order for the City to meet its own responsibility to the U.S. Treasury, including identification of any required financial and performance requirements.
- A requirement that the subrecipient permit the City and auditors to have access to the subrecipient's records and financial statements as necessary for the City to meet the requirements of 2 CFR 200.331.
- Terms and conditions concerning the closeout of the subaward.

THIS AGREEMENT is made by and between the City of Charleston, WV (the City), with offices located at 501 Virginia St. E., Charleston, West Virginia 25301, and Manna Meal Inc., (hereinafter referred to as "Subrecipient") with administrative offices at 1105 Quarrier St., Charleston, WV 25301 (each being at times referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, on or about March 21, 2021, the President of the United States signed into law the *American Rescue Plan Act of 2021*, Public Law 117-2, (hereinafter referred to as "ARPA") to provide additional relief to address the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses; and

WHEREAS, Section 9901 of ARPA amended Title VI of the Social Security Act to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds); and

The Fiscal Recovery Funds are intended to provide support to State, local, and Tribal governments (together, recipients) at 501 Virginia St. E., Charleston, West Virginia 25301 and in their efforts to contain COVID-19 on their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Relief Fund (CRF).; and

WHEREAS, the U.S. Department of the Treasury is authorized to distribute $45.57 billion funding from the Fiscal Recovery Funds to Metropolitan Cities utilizing a population based formula; and

WHEREAS, the City of Charleston, WV was allocated $36,801,358 for distribution; and

WHEREAS, the purpose of this Agreement is to provide for the sub-award of a portion of the financial assistance obtained by the City under the Fiscal Recovery Funds to assist Subrecipient with funding such necessary expenses to respond to the continued impact of the COVID-19 public health emergency as are described in this Agreement and the attachments hereto, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the City and Subrecipient agree as follows:

Section 1: Compliance

A. Subrecipient acknowledges that Fund payments made by the City to the Subrecipient are not considered to be grants but are "other financial assistance" under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards ("Uniform Guidance"). Subrecipient agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. During the performance of this Subrecipient Agreement, the Subrecipient shall comply with all applicable federal laws and regulations, including but not limited to the provisions in this Agreement and the required federal provisions. Violations of law will be referred to the proper authority in the applicable jurisdiction.

C. Contracts awarded by Subrecipient under this Agreement shall comply with all applicable Federal laws, regulations, executive orders, Department of Treasury policies, procedures, and directives. With respect to any conflict between such federal requirements and the terms of the contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control. The Subrecipient must comply with all applicable Federal law, regulations, executive orders, Department of Treasury policies, procedures, and directives. The Subrecipient shall comply with all federal requirements including, but not limited to, the following:

   - Fund payments are considered to be federal financial assistance subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507).
   - Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Subrecipient spends $750,000 or more in federal awards during their fiscal year.
   - Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
   - Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
   - Fund payments are subject to Subpart F regarding audit requirements.

D. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, and 2 C.F.R. Part 200 Subpart F.

Section 2: Term

A. This Agreement shall begin upon the date last executed by the Parties (the "Effective Date") and shall remain in effect until March 31, 2027 (the "Expiration Date") unless terminated earlier as defined in Section 6.

B. The Subrecipient shall be eligible to receive funding for eligible and allowable costs (as defined in Section 3) from the period commencing March 3, 2021, through the Expiration Date (the "Covered Period").

Section 3: Funding

A. Subject to the terms and conditions of this Agreement, the City shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of $1,200,456 to implement the projects and/or activities described in the Scope of Work (SOW). It is understood and agreed that any additional funds necessary in connection with the projects and/or activities described in the SOW above and beyond this amount are the sole responsibility of the Subrecipient. Advance payment of funds to the Subrecipient under this Agreement shall not be permitted unless expressly described in the SOW. Subrecipient shall be reimbursed on a cost reimbursement basis for eligible and allowable costs incurred by Subrecipient in the implementation of the projects and/or activities described in the SOW as such costs are incurred.

B. Eligible and allowable costs are defined as costs that are necessary Eligible Uses under one of the following cost categories:

   1. To respond to the COVID-l9 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
   2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
   3. For the provision of government services to the extent of the reduction in revenue due to the COVID-l9 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;
   4. To make necessary investments in water, sewer, or broadband infrastructure;

   And

   1. Are described in the SOW; and
   2. Are otherwise in accordance with the terms and conditions of this Agreement, Title VI of the Social Security Act, and all other applicable laws, rules, regulations, and guidance.

C. Non-allowable uses of Fiscal Recovery Funds include, without limitation, the following:

   1. Usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase;
   2. Damages covered by insurance;
   3. Usage of funds as a deposit into any pension fund;
   4. Expenses that have been or will be reimbursed under any federal program;
   5. Debt service cost;
   6. Contributions to a "rainy day" fund; and
   7. Legal settlements

D. All reimbursement requests shall be submitted to the City at the following address: City of Charleston City Manager's Office, 501 Virginia Street East, Charleston, WV 25301. To be

eligible for reimbursement under this Agreement, the Subrecipient shall submit sufficient documentation to the satisfaction of the City demonstrating that the Subrecipient is legally obligated to pay the costs for which reimbursement is sought. All reimbursement requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, that reads as follows:

1. "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

E. All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All costs must be obligated on or before December 31, 2024. For a cost to have been "obligated," contracting for goods or services must occur during the Covered Period, but payment of funds need not be made during that time. All goods or services must be delivered on or before September 30, 2026, and final payment shall occur within 90 days of delivery.

F. The City of Charleston, WV requires detailed documentation of all costs for which reimbursement is sought under this Agreement ("Supporting Documentation"). Each payment request submitted by the Subrecipient shall be accompanied by sufficient Supporting Documentation (Invoices, Receipts, Bills, Expense Reports, etc.) substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the City. In the event the City determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the City.

G. No more frequently than once every month, the Subrecipient may request reimbursement from the City for costs incurred by Subrecipient under this Agreement for which actual payment has been made. All payment requests shall be submitted using the Payment Request Form made available by the City and shall be accompanied by sufficient Supporting Documentation (collectively the Payment Request Form and any Supporting Documentation shall hereinafter be referred to as the "Payment Request"). Additionally, at the time of each Payment Request, Subrecipient shall submit a "Progress Report" utilizing a form for same made available by the City, which shall describe the nature of the projects and/or activities being funded.

H. Within 15 days after receipt of the Payment Request, the City shall, in its sole discretion, determine if the Payment Request, or any portion thereof, is acceptable and in strict compliance with the terms of this Agreement. If it is determined there are any errors in the Payment Request or if additional Supporting Documentation is required, the City shall notify the Subrecipient within 30 days of receipt of such Payment Request. The Subrecipient shall submit a revised Payment Request within 15 days of receipt of notice from the City. The City reserves the right to delay or deny any Payment Request containing errors or lacking sufficient Supporting Documentation until such deficiencies are corrected to the satisfaction of the City.

I. Upon determination by the City that the Payment Request is sufficient, the City shall initiate the reimbursement process in accordance with applicable policies and procedures.

Section 4: Accounting; Duplication of Benefits

A. Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement. All payments to Subrecipient contemplated under this Agreement may be contingent upon certification of the Subrecipient's financial management system in accordance with this requirement. Subrecipient must ensure that all sub-subrecipients comply with the provisions of this paragraph.

B. Subrecipient hereby certifies and affirms that the projects and/or activities to be funded under this Agreement shall not result in a prohibited duplication of the benefits obtained by Subrecipient, any sub-sub recipient (as defined in 2 C.F.R. §§ 200.92-93), or any individual or entity that is a beneficiary of such projects and/or activities from other American Rescue Plan Act programs, other local, state, or federal funding sources (e.g. the Stafford Disaster Relief and Emergency Assistance Act, etc.), private insurance, or other private organizations. It is Subrecipient's responsibility and obligation to implement processes and procedures to select and subsequently monitor all sub-subrecipients, individuals, and entities receiving funds under this Agreement to ensure compliance with this paragraph. All agreements entered into between Subrecipient and any sub-subrecipient, individual, or entity providing for the subaward or payment of funds under this Agreement shall contain provisions permitting the Subrecipient to recapture funds provided under this Agreement in the event an impermissible duplication of benefit is discovered. Subrecipient acknowledges and agrees that it has an affirmative obligation to promptly identify and report any duplication of benefits to the City. In the event that the Subrecipient recovers costs incurred under this Agreement and reimbursed by the City from another source, the Subrecipient shall reimburse the City for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Subrecipient to the date repayment is made to the City by the Subrecipient.

Section 5: Reporting Requirements

A. <u>Performance Reports.</u> Reports are due to the City no later than five (5) days after the end of each period listed below:
   - June 30, 2022, due July 5, 2022
   - September 30, 2022, due October 5, 2022
   - December 31, 2022, due January 5, 2023
   - March 31, 2023, due April 5, 2023
   - June 30, 2023, due July 5, 2023
   - September 30, 2023, due October 5, 2023
   - December 31, 2023, due January 5, 2024
   - March 31, 2024, due April 5, 2024
   - June 30, 2024, due July 5, 2024
   - September 30, 2024, due October 5, 2024
   - December 31, 2024, due January 5, 2025
   - March 31, 2025, due April 5, 2025
   - June 30, 2025, due July 5, 2025

- September 30, 2025, due October 5, 2025
- December 31, 2025, due January 5, 2026
- March 31, 2026, due April 5, 2026
- June 30, 2026, due July 5, 2026
- September 30, 2026, due October 5, 2026
- December 31, 2026, due January 5, 2027

The report shall appear on subrecipient letterhead and outline progress of items to date. The report should also contain a schedule of total subaward; list request(s) for reimbursements submitted and remaining award. The report should list each cash receipt from the City with date received and receipt number.

B. Final Report. Within twenty (20) days following the final cash payment to Subrecipient under this Agreement, Subrecipient shall submit a "Final Project Report," in which the Subrecipient shall describe the status of the Subrecipient's implementation of all projects and/or activities undertaken under this Agreement. The Final Project Report shall further include an accounting of all costs and expenses incurred by Subrecipient.

Section 6: Termination

A. Termination for Cause. the City may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by Subrecipient in this Agreement, the SOW, or in any application materials for funding submitted to the City in connection with this Agreement shall at any time be false or misleading in any respect, or in the event of the failure of the Subrecipient to satisfactorily perform any task, deliverable, or activity under this Agreement or otherwise comply with the terms and conditions of this Agreement. Prior to termination, the City shall provide fifteen (15) days written notice of its intent to terminate and shall provide the Subrecipient an opportunity to consult with the City regarding the reason(s) for termination.

B. Termination for Convenience. This Agreement may be terminated for convenience by either Party upon providing the non-terminating Party with ten (10) days written notice.

C. Effect of Termination. Costs incurred by the Subrecipient after termination of this Agreement shall not be reimbursable unless expressly authorized by the City prior to the effective date of termination.

Section 7: Audits

A. In the event that the Subrecipient expends $750,000.00 or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted within nine (9) months of the end of the Subrecipient's audit period, in accordance with the provisions of 2 C.F.R. Part 200. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal financial assistance received from the City under this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. Part 200.

B. If the Subrecipient expends less than $750,000.00 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required for that year, except as noted in 2 C.F.R. §200.503. In the event that the Subrecipient expends less than $750,000.00 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid

from non-Federal resources. In accordance with 2 C.F.R. § 200.501(d), records must be available for review or audit by appropriate officials the City of Charleston, WV, USDOT, and the U.S. Government Accountability Office (GAO).

C. Upon completion of the audit required in this Section, Subrecipient shall promptly transmit a copy of the audit report to the City.

D. In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, monitoring procedures under this Agreement may include, but not be limited to, on-site visits by the City; limited-scope audits as defined by 2 C.F.R. Part 200; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the City. In the event the City determines that a limited-scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the City to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the City.

Section 8: Subcontract; Subawards

A. Subcontract. In procuring goods and services under this Agreement, the Subrecipient shall use its own documented procurement procedures, provided that such procurements conform to applicable state and federal law.

The Subrecipient may subcontract work under this Agreement as necessary without the prior written consent of the City, subject to the any conditions or limitations imposed by applicable state and federal law. Regardless of any subcontract, the Subrecipient is ultimately responsible for all projects, programs, activities, and services undertaken by subcontractors under this Agreement. The Subrecipient agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Subrecipient that the City shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Subrecipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

In selecting and monitoring subcontractors, the Subrecipient shall comply with 2 C.F.R. §§ 200.330-332. The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable.

For all procurements of $250,000 or above, advice should be sought from the City of Charleston Finance Department, who must be notified of the intention to carry out the procurement at the earliest possible opportunity, and in any case prior to advertising or issuing a Request for Proposals.

B. Sub-Awards. The Subrecipient may enter into subaward agreements to provide for the distribution of funds under this Agreement to eligible sub-subrecipients (as defined in 2 C.F.R. §§ 200.92-93) without the prior written consent of the City. Regardless of any subaward, the Subrecipient is ultimately responsible for all projects, programs, services, and activities undertaken by sub-subrecipients under this Agreement. All such sub-subrecipients shall be subject to the same performance, financial, and reporting requirements as the Subrecipient. In selecting, monitoring, and contracting with sub-subrecipients, the Subrecipient shall comply with 2 C.F.R. §§200.330-332. The Subrecipient shall monitor all sub-subrecipients on a regular basis to ensure compliance with this Agreement and all applicable laws, rules, and regulations. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted to the City upon request.

Subrecipient agrees and acknowledges that payments made under this Agreement are from federal funds and contingent upon prior approval as to the allowability and eligibility of the costs for which payment is requested by both parties.

Section 9: Closeout

A. The City will close out this Agreement when it determines that all activities and all applicable administrative actions have been completed. Unless an extension is approved by the City, within twenty (20) calendar days after the Expiration Date, the Subrecipient must submit any outstanding reports, including the Final Project Report, as well as any required reporting on sub-awards, and must refund to the City any balances of unobligated cash that the City paid in advance or paid and that is not authorized to be retained by the Subrecipient entity for use in other projects. Within thirty (30) calendar days after receipt of all outstanding reports, the City will make upward or downward adjustments to the allowable costs, and then make prompt payments to Subrecipient for remaining allowable reimbursable costs. The closeout of this Agreement does not affect any of the following:

   a. The right of the City to disallow costs and recover funds on the basis of a later audit or other review;
   b. The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions; or
   c. The Subrecipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

B. Unless an extension is approved by the City, the Subrecipient must liquidate all obligations incurred under this agreement within ninety (90) calendar days after the Expiration Date.

On behalf of the Subrecipient, I understand and agree to the foregoing terms and conditions of the award of a portion of the financial assistance obligated by the City under the American Rescue Plan Act, and hereby certify my authority to execute this agreement on Subrecipient's behalf.

Name	Title
Date	Phone Number
Signature	

Exhibit A – Scope of Work

With the funding received from the city, Manna Meal Inc. will continue and expand its serving of nutritious meals to those in need. The organization will expand into operations of a mobile food truck in order to deliver food directly to the most underserved parts of the city in addition to serving two meals daily, 365 days a year, with no qualifiers or exclusions for beneficiaries. In addition to providing meals on-site, Manna Meal will continue to operate a food pantry from its main location, to be open seven days a week.

The subrecipient projects that it will require a period of four years to fully continue and expand the programs and successfully serving its beneficiaries.

The objectives to be tracked through performance reports include:

- Serving of meals to at-risk populations through mobile food truck (# of meals served)
- Serving of meals to at-risk populations at its main site (# of meals served)
- Serving of meals to at-risk populations through pantry bags (# of meals served)
- Serving of meals to at-risk populations through mobile food pantry (# of meals served)
- Hosting and facilitation volunteer workers (# of hours worked)
- Acquire food truck
- Hire and train necessary staff (# of new staff)

Exhibit B – Project Budget

Item	Amount
Food Items (48 Months)	$470,000
Food Truck	$231,486
Food Truck Delivery	$5,500
Food Truck Insurance	$16,000
Food Truck Fuel	$20,800
Marketing	$20,000
Disposable Containers/Cutlery	$24,000
Small Ware	$4,000
Staffing	$407,800
Tables and Chairs	$870
Total Program Cost	$1,200,456

Risk Assessment Tool	
Grantee Name:	Manna Meal
Grant Program Name:	Home Meal Delivery
Grant #:	
Grant Amount:	$1,200,456
Grant Period:	April 8, 2022 - December 31, 2026
Monitor Period:	April 8, 2022 - December 31, 2022
Date of Review:	8-Apr-22
Date of Last Review:	8-Apr-22

#	Question	Points	Assessment -- Yes; No; N/A *(select from drop down)*	Score (1=yes)	Comments
1	Has the applicant managed federally funded grant programming in the last 24 months?	1	Yes	1	
2	Was the applicant subject to a financial statement audit in the last 24 months, and had no findings? If any findings, list the number and details.	1	Yes	1	
3	Was the applicant free of any audit findings received within the past 5 years? If findings were made, how many, and nature of finding(s).	1	Yes	1	
4	Does the applicant have the capacity to manage and implement federal regulations including 2 CFR 200 and other specific federal regulations pertaining to items such as (segregation of duties, cash handling, contracting procedures, and personnel and travel policies). (2 CFR 200.303 - Internal Controls)	1	Yes	1	
5	Have key staff been instrumental in the funds process or generally remained stable in the past year?	1	Yes	1	
6	Has the applicant's financial or grant management system (technology or other) remained unchanged in the last 12 months? If changes were made, please explain in the comments section.	1	Yes	1	
7	Does the applicant's accounting system segregate expenditures by funding source? (Per 2 CFR 200.302, system must be sufficient to permit the preparation of reports and tracing of funds.)	1	Yes	1	
8	Has SAM.gov been checked to determine that the applicant is not debarred, suspended, or does not show delinquent federal debt in Sam.gov? (2 CFR 200.214)	1	Yes	1	
9	Does the applicant have documented procurement policies in alignment with the procurement regulations of 2 CFR Part 200?	1	Yes	1	Yes, per questionnaire feedback
10	Does the applicant maintain central file locations for all grants, loans or other types of financial assistance?	1	Yes	1	
11	Does the applicant have a Conflict-of-Interest Policy in place and is it documented?	1	Yes	1	
12	Does (or did) the applicant require, collect and document any expenditure/financial reports from subrecipients (from other current or past), and if so how frequently?	1	N/A	0	No subrecipients
13	Has the applicant been consistent/timely with prior program reporting requirements?	1	N/A	0	
14	Have the applicant's financial reports for any previous programming been adequate, accurate and on time?	1	N/A	0	

Available Total 14 **Total Risk Score** **11**

LEGEND

High Risk	*Less than*	*4*
Medium High	*Between*	*4-7*
Medium Low	*Between*	*8-11*
Low Risk	*Greater than*	*11*

Notes	This organization is experienced in managing federal grants and large amounts of funds. The majority of the funds will be used on a few purchases. Unsure of procurement and cost allowability policies adherence to Uniform Guidance.
Concerns	The organization has not previously received a Single Audit. As they are receiving more than $750,000, this will be required.
Recommendations	Recipient's internal control policies should be reviewed to ensure compliance with Uniform Guidance. Recipient should provide invoices and receipts along with monthly reimbursement request. All procurements for services or construction over $250,000 should be coordinated with City personnel.

Resolution No. 630-22

Introduced in Council: Adopted by Council:

April 18, 2022 _______

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 630-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act (“ARPA”) funds to WV Food and Farm Coalition in the total amount of $989,676 and to execute appropriate agreements establishing the terms and conditions imposed upon the recipient, including ongoing duties for reporting on expenditure and programmatic activities and binding covenants to spend funds in accordance with the purposes for which such funds were granted.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to grant American Rescue Plan Act (“ARPA”) funds to WV Food and Farm Coalition in the total amount of $989,676 and to execute appropriate agreements establishing the terms and conditions imposed upon the recipient, including ongoing duties for reporting on expenditure and programmatic activities and binding covenants to spend funds in accordance with the purposes for which such funds were granted. The grant is approved in full or in part based upon information submitted to the City in the grant recipient’s City of Charleston ARPA grant application, attached hereto as Exhibit A. The City Manager is directed to withhold grant funding to the grant recipient should the City Manager determine that the grant recipient has failed to adhere to the obligations established in the agreement or fails to adhere to applicable local, state, or federal law.

American Rescue Plan Act (ARPA) Funding Application

Print

Submitted by:

Status: Open

Assigned To: Jonathan Storage

Priority: Normal

Due Date: Open

Attachments

- Additional Documentation _WVFFC.pdf - 2021-12-15 05:16:17 pm

THE CITY OF CHARLESTON • WEST VIRGINIA •

American Rescue Plan Act (ARPA)
Funding Application
Non-Profit, Community Groups, Neighborhood Associations, and Businesses
APPLICATION DEADLINE: December 15th 2021

Application must be completed in full to be considered. Applications may be submitted online using this fillable form. But forms and attachments may also be submitted by email to ARPA@cityofcharleston.org or by U.S. Mail to City Manager's Office, 501 Virginia Street East Charleston, WV 25301.

All requests for funding **must be directly related to COVID-19 mitigation or recovery efforts** and must fall within the parameters of at least one of the goals set by the treasury department along with other requirements listed within this application.

GENERAL INFORMATION

* **Name of Project/Program:**

Community Refresh: Supporting Healthy Food Access in the West Side and Beyond

* **Organization Name:**

West Virginia Food and Farm Coalition, Inc.

* **Address:**

3820 McCokle Ave SE

* **Primary Contact Person:**

Spencer Moss

Title:

Executive Director

* **Phone:**

816-248-6501

* **Email:**

smoss@wvfoodandfarm.org

Federal Tax ID:

46-2706460

If applicable: DUNS Number:

079830788

To obtain a DUNS number please visit https://fedgov.dnb.com/webform After obtaining, please register your organization with the System for Award Management at https://sam.gov/SAM/

List the organization's owner(s), Board of Directors, senior staff members, and other key members:

Board of Directors: Dr. Joseph Aloi, President Matt Welsch, Vice President Samuel White, Esq, Secretary Dr. Karen Kunz, Treasurer Lacy Davidson Ferguson Julie Schaer Sean O'leary Melia Thompson Lisa Dumars Alecia Allen Key Staff: Spencer Moss, Executive Director Bethany Lewis, Operations Director Iris Sidikman, SNAP Stretch Coordinator

Describe any partner organizations, their roles, and your relationship with them:

- Keep Your Faith Corporation (KYFC) - Keep Your Faith Corporation, Inc. (KYFC) began as a literacy-focused volunteer group meeting the needs of local children and adults struggling with the ability to read and write. KYFC has grown to host community and partner events to connect families. They also provide mental health support, recovery coaching, and workforce development. KYFC operates West Side Grown, a project that is striving to eliminate food insecurity by increasing access to fresh fruits and vegetables while promoting agricultural and nutrition literacy and economic growth. The West Side Grown (WSG) project is a collaboration of several local farmers in the Kanawha Valley, several community stakeholders, and Keep Your Faith Corporation Inc. in order to bring fresh, healthy, and locally harvested food to students and families in order to reduce food insecurity while promoting entrepreneurship and economic growth. The "West Side Grown" (WSG) program, relies on a token system to promote entrepreneurship and a sense of economy within the community while improving access to fresh fruits and vegetables as well as nutritional and agricultural literacy through indoor/outdoor education activities, workshops, and farmer's markets During the COVID-19 crisis, KYFC provided partner feeding sites with locally harvest fresh fruits and vegetables to continue to promote food security for marginalized communities, even working with the West Virginia Food and Farm Coalition to provide funding for more feeding opportunities. A partnering organization that works with youth and residents in the West Side of Charleston, WV in community gardening and creating opportunities for healthy food access for youth and seniors. KYFC will be the implementer and operator of the community-owned West Side grocery store and offer SNAP Stretch on site. - Thankful Valley Farms - SNAP Stretch participating site offering the SNAP Stretch program at senior living facilities via mobile markets during the growing season. - Charleston Capitol Market - SNAP Stretch participating site located in Charleston, WV, offering the SNAP Stretch program seven days a week, seven months a year. - West Virginia University Family Nutrition Program (WVUFNP) - This long-time WV Food and Farm Coalition partner provides resources to low-income communities as well as education and human resources. WVUFNP will help provide education and outreach within Charleston's West Side surrounding the grocery store. Additionally, WVUFNP assists the Coalition in the SNAP Stretch program evaluation annually.

BUDGETARY OVERVIEW - Must match Budget Worksheet

* **Funds Requested**	* **Total Program/Project Cost**	**Annual Organization Budget**
989675.92	1499215.64	1288753.91

Request Summary

1. Provide a narrative overview/summary of the request.

<u>Topics that may be included but not limited to:</u>

   a. Purpose and anticipated outcomes
   b. Individuals, entities, or communities served
   c. How the pandemic has necessitated this request
   d. Amount of any estimates and bids received to date
   e. Timeline for project completion

The purpose of this proposal is to invest in two projects that create healthy food access and greater food security in Charleston, WV. First, this proposal aims to procure additional funding for the SNAP Stretch program. SNAP Stretch began in 2018 and has increased its operations significantly in the wake of the COVID-19 pandemic. SNAP Stretch doubles and triples EBT/SNAP (Electronic Benefits Transfer/Supplemental Nutrition Assistance Program) dollars, formally "food stamps", at farmers' markets, on-farm stands, CSA, mobile markets, and a growing number of local retailers. Currently, the program is funded through USDA and private foundation grants, however, there is not enough funding to support all of the firms at the current rate of expenditure. Therefore, this proposal is requesting $630,910 over the next three (2022, 2023, 2024) growing seasons to support the matching funds for the SNAP Stretch program for firms in the City of Charleston. It is anticipated that in addition to $630,910 in SNAP Stretch "incentive" dollars being expended, approximately $600,000 in EBT/SNAP dollars will be captured in the local food economy, and 7500 households will utilize the program. Secondly, this proposal aims to install a community-owned and operated grocery store in partnership with Keep Your Faith Corporation (KYFC) on Charleston's West Side. This grocery store will create an access point for fresh groceries for nearly 14,000 residents, 40% of which are EBT/SNAP recipients, and 43% are considered low-income. This grocery will particularly benefit the 1324 households, or 2834 residents, that do not have access to vehicles, which will provide closer access than the Kroger that is located on the eastern edge of the West Side Community. This grocery store will not only provide food access points, as it will also implement the SNAP Stretch program, but it will also be a place where residents can receive nutrition education, courtesy of a partnership with West Virginia University Family Nutrition Program (WVU FNP). This grocery will employ youth to work in the store and learn entrepreneurship. The grocery store will utilize KYFC's community gardens to stock produce, while also purchasing a significant amount of produce, meat, and value-added items from local farmers. The store will also carry staple food items. It is anticipated that with assistance from the West Virginia Food and Farm Coalition's Rural Grocer Network, the store will be established and operational within one year of receiving funding.

Attach any additional information such as bids, concepts, designs, letters of support, etc. If submitting electronically the documents must be in PDF, Excel, or Word format and total file size must not exceed 10 megabytes.

Program/Project Details

*** 1. The funding will be used to:**

( ) **Start a new program/project**
( ) **Maintain an existing program/project**
(•) **Expand an existing program/project**

*** 2. If funded, will the program/project be completed within FY 2022?**

( ) **Yes** (•) **No**

If no, when is expected completion year?

Project Operated 2022-2024

3. Which eligible ARPA Expenditure Category does this program/project represent (See https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf for further details)? Please check all that apply:

*

- [x] **Public Health**
- [x] **Negative Economic Impacts**
- [x] **Services to Disproportionately Impacted Communities**
- [ ] **Premium Pay**
- [ ] **Infrastructure**
- [ ] **Other**

4. Briefly describe the program/project funds are being requested for:

This proposal, "Community Refresh: Supporting Healthy Food Access in the West Side and Beyond," brings together several organizations and two overlapping projects all aimed at reducing food insecurity in low-income communities within Charleston, WV. The SNAP Stretch program began as a United States Department of Agriculture (USDA)/National Institute of Food and Agriculture (NIFA) Food Insecurity Nutrition Incentive award in late 2018 and has grown in size and participation each year since. Currently, the program has 40 participating firms comprising 21 farmers' markets, three Community Supported Agriculture programs (CSAs), six mobile markets, and ten brick-and-mortar retailers that emphasize local product sourcing. Under a 2020 USDA/NIFA GusNIP and 2021 GusCRR award, SNAP Stretch matches EBT/SNAP purchases for qualifying fruits and vegetables at the aforementioned participating firms. Adults receive a 1:1 match in incentives, while senior citizens, to incentivize more mobile markets that reach senior citizen populations, receive a 1:2 match. Finally, families with children receive a 1:2 match, with the second portion of the match given to children in "kids coupons" that can only be spent by children. This allows children the autonomy to choose their healthy foods. In a real market scenario, if an adult attends a participating market and chooses to spend $20 in EBT/SNAP, they will receive $20 in EBT/SNAP script and an additional $20 in SNAP Stretch script that can be spent on fruits and vegetables. If a family with children or a senior citizen comes to the market to spend $20 EBT/SNAP they will receive $20 in EBT/SNAP script and an additional $40 in SNAP Stretch script. In the unprecedented and unexpected wake of the COVID-19 pandemic, the West Virginia Food and Farm Coalition experienced a 442% increase in the use of the SNAP Stretch program during the 2020 season, reaching 8,426 families. In 2021, the program experienced a 66% increase, expending $474,217 incentive dollars and capturing an additional $463,981 in federal food assistance dollars within the local food economy while serving 22,597 families. Capitol Market, located in the heart of downtown Charleston, is one of the program's largest partners reaching 1,961 families, expending $66,286 in SNAP Stretch, and capturing an additional $38,204 in EBT/SNAP dollars within the local food economy. This proposal is requesting additional funding for the SNAP Stretch program to specifically support the purchase of fruits and vegetables at Charleston-based partnering firms, such as Capitol Market, Thankful Valley Farms, and any additional firms that join the program. Additionally, the West Virginia Food and Farm Coalition in partnership with Keep Your Faith Corporation is requesting American Rescue Plan Act funding to seed a culturally appropriate, community-based, community-operated grocery store on Charleston's West Side. In 2019-2020, the Coalition received a USDA Healthy Food Financing Initiative (HFFI) grant to help establish two brick-and-mortar grocery stores (in Princeton and Wheeling, WV) and five corner kiosks in existing businesses along Route 219 in Pocahontas County, West Virginia. This funding allowed the Coalition to 1) develop a grocery store tool kit, 2) provide technical assistance to participating nascent grocers, and 3) provide access to necessary supplies and equipment to open the groceries. As a result of this project, the Coalition has developed the WV Rural Grocer Network. Within this network, the Coalition has provided technical assistance and access to capital for six grocers across the state. At the two-year benchmark, $215,400 worth of federal investment produced an average annual sales of $609,749 (a 24% increase from 2020) at the two brick-and-mortar stores and an average of $13,642 in sales at the corner kiosks in Pocahontas County. These businesses staff 16 full-time jobs and 19 part-time positions. Brick-and-mortar grocers and corner kiosks boast 14%-30% of their total sales as SNAP EBT sales. Many West Virginia communities resemble Baldwin, Florida, a small community of 1,600 residents, many of which are senior citizens, and where the median household income is well below the state and national average. It's in this rural conservative community that, after losing their grocery store in 2018, the mayor and city council devised a plan to create a community-owned grocery store. This store grosses well over $1.2 million in sales and shelves local agricultural products from area farmers. Similarly, in 2013 a community-owned grocery store in St. Paul, Kansas, population 629, was opened and continues to be a model for communities. What can be learned from these two examples is that small groceries in communities where populations do not support big-box grocery stores profit thresholds should be viewed as, not just a business or as economic development, rather as a community good, such as water and sanitation, as they provide a valuable service to communities and especially communities that have high populations of seniors or low-income residents that may not be able to travel distances to shop. The West Side community-owned grocery store will incorporate locally grown produce and other value-added items in addition to stocking staples. It will be centrally located where it can be easily accessed by community members and act as a hub where the community can learn healthy eating and cooking habits from our partners at West Virginia University Family Nutrition Program. This grocer will also implement SNAP Stretch to allow the community's low-income residents to stretch their family food budget and purchase fresh fruits and vegetables. More than just a healthy food access point, this small grocer is an incredible opportunity for youth entrepreneurship. Following in a similar model to Wardensville Garden Market, in Wardensville, WV, this grocer will employ youth from within the community to help grow food, stock, manage, and conduct community engagement about the grocer. This project model off on the Producer Peddlers, which was a youth-led enterprise in Huntington and Charleston, where youth grew produce and sold it from bicycles.

5. Describe the need for this program/project:

Locally owned and operated grocery stores have long been a cornerstone of communities for decades. Local grocers provide essential services to their neighbors, including access to fresh food and household products, and serve as a market for farmers. Unfortunately, big-box grocery stores have made it impossible for local grocers to survive in their communities. As West Virginia's population wanes and population density decreases, communities can no longer meet the big-box grocery's profit threshold which leads to a growing flight of big-box grocery stores. As a result, many West Virginia communities are being defined as food deserts. Near Five Corners on Charleston's West Side community the Save-A-lot grocery has closed and so has the local dollar store, leaving just a Kroger for the neighborhood's youth and senior citizens to purchase their food items. This community is looking for an investment in healthy food access as well as youth entrepreneurship. Keep Your Faith Corporation sees an amazing opportunity to invest in food access, local agriculture, and youth entrepreneurship by establishing a small grocer in this neighborhood. KYFC already has a small shed that functions as their office on a lot at 307 Delaware. That same lot functions as an urban farm where community members help grow fresh produce. KYFC is currently engaging the West Side community in a series of community meetings to determine the best location for a community-owned grocery that can serve this, historically underserved community. West Virginia ranks 47th out of 50 in food insecurity with 15% of West Virginia residents experiencing food insecurity before the pandemic. Adding to the complexity of income issues, during the pandemic, supply chains have been disrupted in record ways. According to the USDA, food prices have risen faster than in the previous 10 years, with food prices rising 6.2% between the fall of 2020 and the fall of 2021. Between September and October of 2021, food costs rose 1%. It is imperative to strengthen a network of both farmers and retailers and grow the number of grocery stores that can offer healthy food options to all West Virginians regardless of where they geography or their level of income. Programs like SNAP Stretch financially support healthy food choices while also supporting economic development for West Virginia Farmers.

6. List other Charleston organizations in Charleston that address this need:

At this time, there are no other organizations in the Charleston area that are administering a program that is similar to SNAP Stretch. Additionally, the Coalition and KYFC are aware that there is a Kroger grocery store located in Charleston's West Side. However, many West Side residents lack transportation, and therefore a grocer that is located closer to senior living facilities and deeper into the heart of the community would be of greater benefit. Moreover, a grocery store that is owned and operated by members of the community would provide culturally appropriate and educational opportunities that big-box stores, like Kroger, do not offer.

7. Describe the level of collaboration with other organizations on this program/project:

There are four main partners on this application: Keep Your Faith Corporation is deeply committed to and rooting inside of Charleston's West Side. They will be the entity implementing and operating the grocery store. KYFC will continue to work with youth to grow vegetables in the community garden to supply the store and also work with area farmers to ensure adequate stock and supply of a diversity of grocery items. KYFC will use its community connections to engage customers to strategically stock their shelves with food items that the community desires and wants to consume. West Virginia University Family Nutrition Program will provide support and education to both SNAP Stretch firms as well as the community-owned grocery. They will conduct cooking demos, develop healthy recipes, and conduct outreach about both programs. Additionally, they serve as an evaluator on the SNAP Stretch program. Capitol Market (Charleston) and Thankful Valley Farms are SNAP Stretch participating markets. These markets will continue to operate the SNAP Stretch program and increase their capacity to offer fruits and vegetables to EBT/SNAP recipient families. The West Virginia Food and Farm Coalition will administer the grant and provide staffing support and technical assistance to SNAP Stretch firms and KYFC as they develop their grocery.

8. How will duplication of services be prevented?

There is no concern about duplication of services. For SNAP certified retailers to provide any incentives, such as SNAP Stretch, they have to apply for and be approved for a waiver by the USDA Food Nutrition Services. All SNAP Stretch participating firms are under a waiver for this program. It would be unlikely that another program would acquire such a waiver. Additionally, there is no known other entity wishing to install a grocery store on Charleston's West Side.

Program Requirements and Objectives

1. Identify the target recipients of proposed services. Specify the number of City residents the program will serve during the fiscal year and explain the basis upon which this number is calculated.

The SNAP Stretch program benefits low-income residents who utilize the EBT/SNAP program. This equates to approximately 15.6% of Charleston area residents. The West Side community grocery store portion of the project targets census tracts 54039000500, 54039000800, 54039000600, 54039000700, and 5403900030. According to 2019 USDA/Economic Research Service (ERS) data, this community encompasses 13,989 residents across 6,543 households. To break it down further- 2,846 households or 6,460 residents are SNAP recipients, 43% of residents are considered low-income and 22.7% of residents live below the poverty line. Additionally, 16.4% of residents are senior citizens and 21% are children. 1,324 households in these census tracts do have access to a vehicle, which equates to approximately 2,834 residents or 20% of the population.

2. List any eligibility requirements the program has with respect to age, gender, income, or residence.

There are two projects within this application. This application requests funding to increase the available incentives for the SNAP Stretch program and is looking to support the installation of a community-owned grocery store on Charleston's West Side. The SNAP Stretch program does require users to be recipients of EBT/SNAP, formerly known as "food stamps". The recipient's demographics will determine their benefit eligibility. For example, a single adult will receive a 1:1 match, a household with children or seniors will receive a 1:2 match, and grandfamilies receive a 1:3 match. There are no eligibility requirements for customers shopping at the community-owned grocery store.

3. If this is a continuing activity, describe a measurable outcome of the previous year's work regardless of funding source.

SNAP Stretch is completing its 4th year of operation. Measurable outcomes include: Increased SNAP Stretch implementation at brick-and-mortar stores from six to ten sites from 2020-2021. Increased household participation from 8,426 households to 22,597 between 2020 and 2021. Increased the federal food assistance dollars captured in the West Virginia local food economy by 51% to $463,981 between 2020 and 2021. Increased the SNAP Stretch incentive dollars expended by EBT/SNAP recipients for the purchase of fruits and vegetables by 66% to $474,217.

4. If this is a new program describe two anticipated measurable outcomes for the proposed program.

Two measurable outcomes for implementation of a community-owned West Side grocery store, which is a new program, includes: Completing all construction/rehabilitation, purchasing, stocking, and training to open a new grocery store in one year. To gross sales of $125,000 the grocery store in one year.

Budget

* **1. Has the organization received funding from the City of Charleston in the past for a similar program/project?**

○ Yes ◉ No

* **2. Has the organization requested funding from other Federal, State, or Local government entities for any program/project support related to COVID-19?**

◉ Yes ○ No

3. If yes, explain from which entities and the amounts requested for each program/project.

US Department of Agriculture/National Institute of Food & Agriculture Gus Schumacher Nutrition Incentive Program COVID Relief & Response funds: $650,000.00 for the SNAP Stretch program. WV CARES Act Funding: $100,000.00 for the SNAP Stretch Program. West Virginia Community Development Block Grant (CDBG-CV). These funds were authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act): $200,000.00 for the SNAP Stretch program

4. List any other Federal, State, Local, or private funding or grant awards received in the last three years and the amount and status of each award.

Appalachian Regional Commission: $1,020,000.00, to conclude 12/31/2022 US Department of Agriculture/National Institute of Food & Agriculture Gus Schumacher Nutrition Incentive Program: $500,000.00, to conclude 8/31/2024 US Department of Agriculture/National Institute of Food & Agriculture Gus Schumacher Nutrition Incentive Program COVID Relief & Response: $650,000.00, to conclude 7/31/2025 Babcock Foundation: $225,000.00, to conclude 12/31/2022 Education Foundation of America: $70,000.00, completed Education Foundation of America: $40,000.00, to conclude 12/31/2022 Education Foundation of America Emergency COVID funds: $15,000.00, completed Farm Aid: $6,500.00, completed The Greater Kanawha Valley Foundation: $30,000.00, completed The Greater Kanawha Valley Foundation: $27,000, completed West Virginia University Extension Family Nutrition Program: $99,000.00, completed West Virginia University Extension Family Nutrition Program: $111,000.00, completed West Virginia University Extension Family Nutrition Program: $99,000.00, to conclude 9/30/2022 National Coal Heritage Association: $16,960.80, completed National Coal Heritage Association: $17,000.00, to conclude April 30, 2022 Healthy Food Financing Initiative: $215,400.00, completed Just Transition Fund: $25,000.00, completed Northeast Sustainable Agriculture Research & Education: $29,067.00, completed Claude Worthington Benedum Foundation: $75,000.00, completed The Greater Kanawha Valley Foundation: $80,000.00, completed The Nutrition Incentive Hub: $10,000.00, completed WV CARES Act Funding: $100,000.00, completed Appalachian Funders Network: $33,000.00, to conclude 12/31/2022 The Pallottine Foundation of Huntington: $77,000, completed The Pallottine Foundation of Buchannon: $8,500, to conclude 12/1/2022 Parkersburg Area Foundation: $15,000, completed

5. Briefly summarize project revenues and expenses related to this request. This should coincide with the budget worksheet.

Revenue Source Projections Project Revenue Requested from the City: $989,672.92 Project Revenue Received from Government Grants/Other Sources: $509,542.72 TOTAL REVENUE: $1,499,215.64 Expense Projections $164,150 Salaries/Wages - Requested from City - SNAP Stretch Program manager - Responsible for collecting data, verifying expenses, fiscal management, and providing technical assistance to participating firms. --221 hr./yr. or .15 FTE at a base salary of $47,000 -Executive Director/Market Manager, Dural Miller - Responsible for all aspects of project development, implementation, staff supervision, purchase, urban farm manager, and mentorship of youth. --1 FTE at a base salary of $50,000. Investment in position is stair-stepped down over four years as the market becomes more sustainable. $67,500 Salaries/Wages - Other Sources -SNAP Stretch Program Manager - Responsible for providing technical assistance to potential firms to acquire FNS numbers and equipment, as well as project implementation and troubleshooting. --780 hr./yr. or a .5 FTE at a base salary of $47,000. $63,223 Benefits and Matchings - Requested from City -SNAP Stretch Program Manager -- 221 hr./yr. or .15 FTE at a base salary of $47,000 and a 38% fringe rate -Executive Director/Market Manager, Dural Miller --1 FTE at a base salary of $50,000 and a 38% fringe rate. Investment in position is stair-stepped down over four years as the market becomes more sustainable. $25,650 Benefits and Matchings - Other Sources -SNAP Stretch Coordinator --780 hr./yr. or a .5 FTE at a base salary of $47,000 at a 38% fringe rate. $36,000 Contracted Services - Requested from City -Funding was requested by Charleston Capitol Market to support their booth that provides the SNAP Stretch vouchers so that they can operate SNAP Stretch 7 days per week. --$1715/month for 7 months. $19,375 Contracted Services - Other Sources -Grocery Trainer/Consultant: Small grocery stores need approximately 27 hours of direct support to implement SNAP Stretch. This consultant will assist SNAP Stretch retail firms with developing business models that align with SNAP Stretch including stocking additional fruits and vegetables, developing waste budgets for these products, and fiscal accountability. -Promotional Consultant: Providing 90 hours of direct support in the design and development of the materials for promotion to all SNAP Stretch firms. $24,500 Marketing - Requested from City -Marketing and promotional supplies such as posters, banners, flyers, postcards, and geo-targeted ads to engage low-income communities to utilize the SNAP Stretch program and for the West Side Grocery. $39,625 Marketing - Other Sources -Promotional Ads to promote the SNAP Stretch program in low-income communities. These ads will include, geo-targeted social media ads, radio ads, public transportation ad space, and other ad space as designated by participating firms. $70,879.92 Supplies - Requested from City - Utility shed, mini-van for transportation of the product, interior supplies for cold storage of product and display shelving, refrigeration, freezing, and initial product inventory. $630,910 Other - Requested from City -SNAP Stretch Incentive Dollars. These are the funds that provide the

EBT/SNAP purchase match at a 1:1 ratio for adults and a 1:2 ratio for families with children and senior citizens. Property purchase and finishing on the structure to provide for use of the grocery supplies and materials. Utility costs, stipends, insurance costs, and shipping for the West Side Grocery. $357,392.72 Other - Other Sources -SNAP Stretch Incentive Dollars. These are the funds that provide the EBT/SNAP purchase match at a 1:1 ratio for adults and a 1:2 ratio for families with children and senior citizens.

6. If this request is not fully funded, what adjustments to the program/project is the organization prepared to make?

If the request is not funded or fully funded two things will occur: The SNAP Stretch program will be forced to drastically reduce the funding available to partnering sites by approximately 90% in order to preserve the remaining federal funds that are available through 2024. The WV Food and Farm Coalition in partnership with Keep Your Faith Corporation will continue to work to cobble together funding from various sources in order to eventually open a community-owned West Side grocery store. Unfortunately, it may take years in order to accomplish this task.

7. Describe the plan for sustainability of the program/project or initiative after the requested award has been exhausted.

A program such as SNAP Stretch will always need a funding source, as it will continue to match EBT/SNAP purchases for fruits and vegetables. The Coalition has been compiling data that indicates this program is teaching and encouraging low-income residents to purchase and consume healthier foods. As a result, we are following the lead of other states that have institutionalized similar programs within state governments with state budgetary funds attached. All of the funds that have been cobbled together thus far continue to establish the viability of the SNAP Stretch program and all of the benefits for low-income residents as well as West Virginia farmers. On the other hand, the community-owned West Side grocery project will need seed funding to help get the project developed, supplies and equipment purchased. The grocery will also need operating funding in order to have enough time to make the grocery sustainable. Once grant funds have been used, the grocer should be sustained on its own sales revenues.

8. Briefly describe the organization’s fiscal oversight / internal controls to minimize opportunities for fraud, waste, and mismanagement.

-The organization undergoes a third-party audit annually -Monthly reconciliations are reviewed by the Executive Director -Checks over $1000 require a second signature from a board member -Annually fiscal procedures are reviewed and new procedures are created for additional controls over purchasing -The organization limits staff access to financial information and purchasing to only two people, the Executive Director and Operations Director. All bank and credit card accounts are reconciled monthly and are reviewed by the Executive Director. The Board President and Treasurer review all reconciliations quarterly. Additionally, the Coalition maintains a third-party accountant who reviews reports quarterly. -A quarterly report is issued to the Board of Directors. The report is issued after staff and the contracted accountant have reviewed/developed the report. The Board Treasurer closely reviews the report before submitting it to the full board of directors. -The Board Treasurer and President review all account reconciliations quarterly -If extenuating circumstances occur in the organization, they are brought before the executive committee and if need be, the full board. Resolution of the circumstance is documented via email, printed, and included in the check register. -All documentation regarding this topic can be located in the organization’s fiscal policies developed by the organization’s board of directors. -The receipt, retention, and treatment of complaints regarding questionable accounting, internal accounting, or auditing matters against any staff or officer of the Coalition will be handled by confidential submission of such concerns according to the following procedures: 1) Fraud or deliberate error in the preparation, evaluation, review, or audit of any financial statement of the Coalition; 2) Fraud or deliberate error in the recording and maintaining of financial records of the Coalition; 3) Deficiencies in or noncompliance with the Coalition’s internal accounting controls; 4) Misrepresentation or false statement to or by a senior officer or accountant regarding a matter contained in the financial records, financial reports, or audit reports of the Coalition; and 5) Deviation from full and fair reporting of the Coalition’s financial conditions and results of operations.

9. How does your agency plan to separate ARPA funds from other agency funds for purposes of identification, tracking, reporting and auditing?

-The Coalition utilizes an accounting system, Quickbooks Online, to file all accounting activities. This system allows the Coalition to categories all expenses and revenue by grant, program, activity, and matching source. -Income and expense accounts identified within the organization’s chart of accounts are updated with the addition of every new grant source and projects/programs are delineated further within account categories and classes. -Monthly reconciliations of all accounts include the classification/tagging of each deposit and expense incurred. These are then reviewed by the executive director before being presented to the board of directors and/or presented to the grantors. -In compliance with the Sarbanes-Oxley Act of 2002, the West Virginia Food and Farm Coalition establishes the following procedures to facilitate disclosures of questionable practices, encourage proper individual conduct and alert the Audit Committee of potential problems

REQUESTED BUDGET WORKSHEET

Revenue Source Projections

List all Estimated Funding for this Program/Project

*** Proposed City ARPA Funding**

989672.92

Internal/Self-Funding

Donations/Other Fundraising

Government Grants/Other

509542.72

*** TOTAL REVENUE**

1499215.64

Expenses Projections

List all Estimated Expenses for this Program/Project

Salaries/Wages

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
164150	67500	231650

Benefits & Matchings

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
63223	25650	88873

Contracted Services

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
36000	19375	55375

Program Materials

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
0	0	0

Marketing

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
24500	39625	64125

Supplies

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
70879.92	0	70879.92

Other

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
630910	357392.72	988302.72

Total Expenses

* Amount Requested from City	* Amount from Other Sources	* Total Estimated Expenses
989672.92	509542.72	1499215.64

NOTE: Revenues and Expenses must balance, and the use of requested funds must be directly related to COVID-19 recovery efforts.

Organizational Details

1. Describe the history of the organization and its current programs and activities.

The West Virginia Food and Farm Coalition was launched by the West Virginia Community Development Hub in August 2010. Beginning in 2010, West Virginia communities contacted the Hub requesting food and farm information and resources. It soon became clear that shaping the economic landscape of local food would require resource and information sharing between individuals, farmers, governmental agencies, and businesses. At that time, limited communication and organization meant that divisions existed among communities and service organizations that hampered the development of the local food sector. Given this gap and these divisions, The West Virginia Community Development Hub convened over 25 food-focused agencies and organizations to identify the need and shape the basis for a new initiative to be called The West Virginia Food and Farm Coalition. Today, The West Virginia Food and Farm Coalition has developed beyond our focus on relationship-building and provides leadership to the local food and farm sector across the state of West Virginia by building a strong network equipped to GROW food and farm business, PROMOTE access to local foods, SHARE resources, as well as to MAP and CONNECT the local food sector, CHANGE agricultural policy, and TELL West Virginia's food and farm story statewide. Currently, the West Virginia Food and Farm Coalition's programs include Food Equity and Access work, Foodshed Development, the West Virginia Rural Grocer Network, and Policy Advocacy. The Food Equity program activities mainly consist of the SNAP Stretch program as outlined here in this application. Foodshed Development spans across the multiple program areas within the Coalition to provide opportunities in 17 different counties around the state from the ground up the power to invest in which areas of development are needed for themselves. The West Virginia Rural Grocer Network is providing nascent businesses, like the West Side Grocery, the know-how and the equipment to start and grow their business model. Meanwhile, the Policy Advocacy work facilitates the work of the West Virginia Food For All Coalition to ensure policy change/development that is fair and equitable for everyone operating within the food system and the state's most vulnerable populations.

2. Provide the organization's mission statement/purpose.

The West Virginia Food and Farm Coalition works to build the West Virginia food and agriculture system in a way that provides viable incomes for farmers and local food businesses and ensures all residents have access to locally produced food. The Coalition utilizes the theory of accompaniment as a framework for how it serves communities. This means that Coalition staff accompanies or walk shoulder to shoulder with the communities they serve which in turn creates meaningful relationships with farmers and food-based business entrepreneurs in the communities they serve. Staff act as a coach, a policy advocate, a resource bringer, a cheerleader, and a fund developer while building the collective capacity of the community to do this development work. This relationship often looks like a staff member recognizing a need and bringing a business owner to a training, helping them do business planning, or helping them organize a project with their neighbors.

3. List any third-party references that can verify the organizations qualification or prior grant experience.

Kristin McCartney, West Virginia University Family Nutrition Program - Kristin.McCartney@mail.wvu.edu Marlo Long, Truist-Marlo.Long@truist.com Norman Bailey, West Virginia Department of Agriculture- NBailey@wvda.us

COVID-19 Impact

1. Explain the impact of the COVID-19 pandemic and how it relates to your request. For example, reduction in services, closures, increased costs, community impact, etc.

When it comes to food security, the COVID-19 pandemic has had two major impacts: Supply chains were and continue to be significantly disrupted. As a result, the West Virginia agricultural sector ramped production to be able to feed their communities. More work needs to be done to increase the supply of West Virginia-grown produce, however creating market opportunities through programs like SNAP Stretch and locally owned grocery stores helps to economically grow the agricultural sector and sustainability of West Virginia farms. The cost of food has significantly increased during the pandemic with overall prices increasing 6.2% just since the fall of 2020. Increases in food costs can be devastating to family budgets. High food prices also lead families to purchase food items that are not perishable and inexpensive to decrease food waste. These inexpensive food items are low in nutrients and high in sugars and fats that cause obesity and health issues. This proposal aims to invest in two projects that increase food access and food security, particularly for low-income families, which will help offset the effects of COVID-19 by increasing supply chain access, increasing purchasing power, and increasing market opportunities for West Virginia farmers.

2. If funds are being requested to replace revenue lost due to COVID-19, provide details, and attach supportive documentation.

The funding requested to support SNAP Stretch isn't replacing lost revenue, rather it is enhancing the amount of funding available for the program. As a result of the pandemic, between 2019 and 2020 the SNAP Stretch program experienced a 442% increase. In 2021, the program experienced an additional increase of 66% from 2020. With all of the need and success of the program, many funds that were designed to be used over four years have been expended quickly to try and offset the effects of COVID-19. This funding request is meant to help replenish the incentives for SNAP Stretch.

3. If awarded, how will ARPA funding aid in the recovery from the COVID-19 pandemic?

This proposal aims to invest in two projects that increase food access and food security, particularly for low-income families and low-income communities. Maintaining access to SNAP Stretch funds will allow low-income families to stretch their food budgets while purchasing fresh and healthy food. These stretched food budgets may mean the difference between paying an electricity bill or buying school supplies for children. As many families have lost income and experienced price hikes during the pandemic, programs like SNAP Stretch help families keep their heads above water. Charleston's West Side community was struggling before the COVID-19 pandemic and has only continued to struggle as families lost income and jobs in the service industry. Investing in a community-owned grocery store in Charleston's West Side is not only an investment in a struggling community, it is an investment in local agriculture. It is an investment in education. It is an investment in a healthier community. All of these investments will help this struggling community recover from the effects of the COVID-19 pandemic.

THE APPLICANT UNDERSTANDS:

*

- [x] **1. This application and other materials submitted to the City may constitute public records which may be subject to disclosure under the West Virginia Freedom of Information Act. Documents containing sensitive information may be marked as "confidential."**

*

- [x] **2. Submitting false or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program, and the applicant or its representative may be subject to civil and/or criminal prosecution.**

THE APPLICANT CERTIFIES THAT:

*

- [x] **1. I have reviewed the US Treasury guidelines regarding the eligible uses of American Rescue Plan State and Local recovery funds. https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund/request-funding**

*

☑ **2. By submitting this request, I represent that I am an authorized officer, or member of the organization for which I am submitting, and the information contained in my submittal is true and correct to the best of my knowledge and belief.**

*

☑ **3. The information submitted to the City of Charleston ("City") in this application, and substantially in connection with this application, is true and correct.**

*

☑ **4. The applicant is in compliance with applicable laws, regulations, ordinances and orders applicable to it that could have an adverse material impact on the project. Adverse material impact includes lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory action by a governmental entity or inadequate capital to complete the project.**

*

☑ **5. The applicant is not in default under the terms and conditions of any grant or loan agreements, leases or financing arrangements with its other creditors that could have an adverse material impact on the project.**

*

☑ **6. I understand and agree that I must disclose, and will continue to disclose, any occurrence or event that could have an adverse material impact on the project.**

*

☑ **7. I certify that the requested funding is needed to ensure this program/project will occur within the City limits of Charleston West Virginia.**

*

☑ **8. The Board of Directors or governing body of the organization has approved submission of this application. Please attach a copy of the authorizing resolution or meeting minutes using the file upload.**

*** Signature**	*** Date**
Spencer C Moss	12/15/2021
Authorized representative of Applicant/Organization	Format: MM/DD/YYYY

*** PRINTED NAME:**

Spencer C Moss

*** TITLE OF APPLICANT:**

Executive Director

*** ORGANIZATION NAME:**

West Virginia Food and Farm Coalition, Inc.

Upload a File

Choose File No file chosen

Building resilient & equitable food systems in West Virginia

304-926-0567

3820 MacCorkle Ave SE
Charleston, WV 25304

wvfoodandfarm.org

Be it resolved that the _West Virginia Food & Farm Coalition_ hereby authorizes _Spencer Moss, Executive Director_ to act on its behalf to submit a proposal to the City of Charleston pertaining to American Rescue Plan funds to support agricultural and food access programing pursuant to COVID relief.

Be it further resolved, The West Virginia Food & Farm Coalition hereby authorizes the certifying official, Spencer Moss, Executive Director of the West Virginia Food & Farm Coalition to act on its behalf to enter into a contractual agreement with the City of Charleston to receive and administer funds pursuant to provisions of the American Rescue Plan funding, if awarded

.

Signature:

Print Name: Joseph Aloi

Title: President

Organization: West Virginia Food and Farm Coalition

KYFC

Keep Your Faith Corporation

December 15, 2021

307 Delaware, Ave
Charleston, WV 25302

West Virginia Food and Farm Coalition
3820 McCorkle Ave SE
Charleston, WV 25304

Dear Ms. Moss,

As the founder of the Keep Your Faith Corporation (KYFC) we are so excited to be partner with the West Virginia Food and Farm Coalition on our joint application to the City of Charleston American Rescue Plan funding. This application support both the SNAP Stretch program as well as the creation of a grocery store on Charleston's West Side in partnership with the Coalition's WV Rural Grocer program and Keep Your Faith Corporation.

KYFC is a community organization that is deeply rooted in the Charleston's West Side community. We understand our community needs and how to best meet them. Many of our community members are low-income, lack transportation, are senior citizens, and children. We need a grocery that can serve our community by providing access to locally grown fresh fruits and vegetables. Additionally, we will implement the SNAP Stretch program at the store, furthering our community's access to healthy foods.

Sincerely,

Dural Miller

Dural Miller

Chief Executive Officer
Keep Your Faith Corporation
304-382-6698
dmiller@kyfc.org

KYFC-Keep Your Faith Corporation is a non-profit organization focused on helping children and adults overcome reading and spelling difficulties.

CAPITOL MARKET

December 12, 2021

Capitol Market
800 Smith Street
Charleston, WV 25301

West Virginia Food and Farm Coalition
3820 McCorkle Ave SE
Charleston, WV 25304

Dear Ms. Moss,

Charleston Capitol Market is so excited to support the West Virginia Food and Farm Coalition's application to the City of Charleston's American Rescue Plan funding to support both the SNAP Stretch program as well as the creation of a grocery store on Charleston's West Side.

2021 was Capitol Market's second year participating in the SNAP Stretch program and it is such a beneficial program for both low-income Charleston residents as well as the farmers. In 2021 we severed 1961 families, with $66,286 in SNAP Stretch and capturing an additional $38,204 in EBT/SNAP dollars within the local food economy.

At Charleston Capitol Market we're trying to deepen our connection to all communities in Charleston and the SNAP Stretch program helps us do just that. Additionally, we support the Coalition's application to create a grocer on the West Side, as it creates even more of an opportunity to use our farmers' produce to make our community healthier!

Sincerely,

Evan Osborn
Interim Executive Director
Capitol Market Inc.
Evan@Capitolmarket.net

WEST VIRGINIA CENTER ON
BUDGET & POLICY
Data driven. Shared prosperity.

December 14, 2021

West Virginia Center on Budget and Policy
8 Capitol Street, 4th Floor
Charleston, WV 25301

West Virginia Food and Farm Coalition
3820 McCorkle Ave SE
Charleston, WV 25304

Dear Ms. Moss,

The West Virginia Center on Budget and Policy would like to express our support for the West Virginia Food and Farm Coalition's application to the City of Charleston's American Rescue Plan funding. This application will support both the SNAP Stretch program as well as the creation of a grocery store on Charleston's West Side in partnership with the Coalition's WV Rural Grocer program and Keep Your Faith Corporation.

At the Center we advocate for policy that support programs promoting and creating greater food access and food security. Creating access through programs such as SNAP Stretch and a new grocery store on Charleston's West Side is good for West Virginia's health. It is also an economic for West Virginia farmers who grow the food that is stocked in the grocery store and purchased with SNAP Stretch dollars. We know that when consumers purchase locally, for every dollar spent, at least $1.70 circulates in the local economy. These projects do just that, helping raise the profile of the agriculture economy in our state while benefiting low-income residents as they learn to purchase and consume healthy foods.

Sincerely,

Seth DiStefano
Policy Outreach Director
West Virginia Center on Budget and Policy
sdistefano@wvpolicy.org

8 Capitol St.
4th Floor
Charleston, WV 25301
(304) 720-8682
wvpolicy.org

EXTENSIONSERVICE
FAMILY NUTRITION PROGRAM

December 12, 2021

900 Virginia St East
Suite 320
Charleston, WV 25301

West Virginia Food and Farm Coalition
3820 McCorkle Ave SE
Charleston, WV 25304

Dear Ms. Moss,

As the director of the West Virginia University Family Nutrition Program (WVUFNP), I want to express my support and partnership for your application to the City of Charleston American Rescue Plan funding. This application support both the SNAP Stretch program as well as the creation of a grocery store on Charleston's West Side in partnership with the Coalition's WV Rural Grocer program and Keep Your Faith Corporation.

WVUFNP has been a partner in the SNAP Stretch program, since its inception in 2018 and the program has grown exponentially, reach more and more families, teaching them how to purchase healthy foods by allowing them to stretch their family food budgets. We will continue our support in providing educational opportunities and helping to annually evaluate the effectiveness of the SNAP Stretch program. Additionally, we support the installation of a grocery store that will serve the West Side community, implement SNAP Stretch and create even more opportunities for nutrition education.

Sincerely,

Kristin McCartney

Kristin McCartney,MPH,RDN,LD
WV SNAP Ed Director
Public Health Specialist
West Virginia University Extension
Kristin.Mccartney@mail.wvu.edu

Notice of Subaward

Subrecipient Name: West Virginia Food and Farm Coalition, Inc.	**Name of Federal Awarding Agency:** Department of Treasury
Subrecipient's UEI ID: WKA1LBNJZJC3	**Federal Award Date:** 5/18/2021
Federal Award Identification Number (FAIN): SLFRP0368	**Name of Pass-Through Entity:** The City of Charleston, WV
Catalog of Federal Domestic Assistance (CFDA) Number: 21.027	**Contact Information for Pass-Through Entity:** Andy Wood | Finance Director | (304) 348-8014
Program Name: Coronavirus State and Local Fiscal Recovery Funds	**Subaward Period of Performance:** 4/19/2022 – 12/31/2026
Federal Award Program Description: The Coronavirus Local Fiscal Recovery Fund addresses the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses.	
Total Amount of Federal Funds Obligated by this Agreement: $989,676.00	**Total Amount of Federal Funds obligated to the Subrecipient:** $989,676.00
Approved Budget Categories: EC 2.22 – Strong Healthy Communities: Neighborhood Features that Promote Health and Safety	
Is the award for Research and Development (R&D)? (Y/N) No	**Indirect Cost Rate for federal award:** Not applicable to the Local Fiscal Recovery Fund
Terms & Conditions: All requirements imposed by the City of Charleston, WV (the City) on the subrecipient so that the Federal award is used in accordance with the American Rescue Plan Act, U.S. Treasury guidance, and the terms and conditions of the Federal award of American Rescue Plan Act Fiscal Recovery Funds.	
Incorporated Documents: 1. Notice of Subaward **2.** Subrecipient Agreement **3.** Exhibit A – Scope of Work 4. Exhibit B – Project Budget	

Subrecipient Agreement

<u>Minimum Requirements include:</u>

- All requirements imposed by the City of Charleston, WV (the City) on the subrecipient so that the Federal award is used in accordance with the American Rescue Plan Act, U.S. Treasury guidance, and the terms and conditions of the Federal award of American Rescue Plan Act Fiscal Recovery Funds.
- Any additional requirements imposed by the City on the subrecipient in order for the City to meet its own responsibility to the U.S. Treasury, including identification of any required financial and performance requirements.
- A requirement that the subrecipient permit the City and auditors to have access to the subrecipient's records and financial statements as necessary for the City to meet the requirements of 2 CFR 200.331.
- Terms and conditions concerning the closeout of the subaward.

T**HIS AGREEMENT** is made by and between the City of Charleston, WV (the City), with offices located at 501 Virginia St. E., Charleston, West Virginia 25301, and West Virginia Food and Farm Coalition, Inc., (hereinafter referred to as "Subrecipient") with administrative offices at 3820 McCorkle Ave SE, Charleston, WV 25304 (each being at times referred to as "Party" or "Parties").

<u>WITNESSETH</u>:

WHEREAS, on or about March 21, 2021, the President of the United States signed into law the *American Rescue Plan Act of 2021*, Public Law 117-2, (hereinafter referred to as "ARPA") to provide additional relief to address the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses; and

WHEREAS, Section 9901 of ARPA amended Title VI of the Social Security Act to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds); and

The Fiscal Recovery Funds are intended to provide support to State, local, and Tribal governments (together, recipients) at 501 Virginia St. E., Charleston, West Virginia 25301 and in their efforts to contain COVID-19 on their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Relief Fund (CRF); and

WHEREAS, the U.S. Department of the Treasury is authorized to distribute $45.57 billion funding from the Fiscal Recovery Funds to Metropolitan Cities utilizing a population based formula; and

WHEREAS, the City of Charleston, WV was allocated $36,801,358 for distribution; and

WHEREAS, the purpose of this Agreement is to provide for the sub-award of a portion of the financial assistance obtained by the City under the Fiscal Recovery Funds to assist Subrecipient with funding such necessary expenses to respond to the continued impact of the COVID-19 public health emergency as are described in this Agreement and the attachments hereto, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the City and Subrecipient agree as follows:

Section 1: Compliance

A. Subrecipient acknowledges that Fund payments made by the City to the Subrecipient are not considered to be grants but are “other financial assistance” under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards (“Uniform Guidance”). Subrecipient agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. During the performance of this Subrecipient Agreement, the Subrecipient shall comply with all applicable federal laws and regulations, including but not limited to the provisions in this Agreement and the required federal provisions. Violations of law will be referred to the proper authority in the applicable jurisdiction.

C. Contracts awarded by Subrecipient under this Agreement shall comply with all applicable Federal laws, regulations, executive orders, Department of Treasury policies, procedures, and directives. With respect to any conflict between such federal requirements and the terms of the contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control. The Subrecipient must comply with all applicable Federal law, regulations, executive orders, Department of Treasury policies, procedures, and directives. The Subrecipient shall comply with all federal requirements including, but not limited to, the following:

    - Fund payments are considered to be federal financial assistance subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507).
    - Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Subrecipient spends $750,000 or more in federal awards during their fiscal year.
    - Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
    - Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
    - Fund payments are subject to Subpart F regarding audit requirements.

D. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, and 2 C.F.R. Part 200 Subpart F.

Section 2: Term

A. This Agreement shall begin upon the date last executed by the Parties (the “Effective Date”) and shall remain in effect until March 31, 2027 (the “Expiration Date”) unless terminated earlier as defined in Section 6.

B. The Subrecipient shall be eligible to receive funding for eligible and allowable costs (as defined in Section 3) from the period commencing March 3, 2021, through the Expiration Date (the "Covered Period").

Section 3: Funding

A. Subject to the terms and conditions of this Agreement, the City shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of $989,676.00 to implement the projects and/or activities described in the Scope of Work (SOW). It is understood and agreed that any additional funds necessary in connection with the projects and/or activities described in the SOW above and beyond this amount are the sole responsibility of the Subrecipient. Advance payment of funds to the Subrecipient under this Agreement shall not be permitted unless expressly described in the SOW. Subrecipient shall be reimbursed on a cost reimbursement basis for eligible and allowable costs incurred by Subrecipient in the implementation of the projects and/or activities described in the SOW as such costs are incurred.

B. Eligible and allowable costs are defined as costs that are necessary Eligible Uses under one of the following cost categories:

1. To respond to the COVID-l9 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
3. For the provision of government services to the extent of the reduction in revenue due to the COVID-l9 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;
4. To make necessary investments in water, sewer, or broadband infrastructure;

And

1. Are described in the SOW; and
2. Are otherwise in accordance with the terms and conditions of this Agreement, Title VI of the Social Security Act, and all other applicable laws, rules, regulations, and guidance.

C. Non-allowable uses of Fiscal Recovery Funds include, without limitation, the following:

1. Usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase;
2. Damages covered by insurance;
3. Usage of funds as a deposit into any pension fund;
4. Expenses that have been or will be reimbursed under any federal program;
5. Debt service cost;
6. Contributions to a "rainy day" fund; and
7. Legal settlements

D. All reimbursement requests shall be submitted to the City at the following address: City of Charleston City Manager's Office, 501 Virginia Street East, Charleston, WV 25301. To be

eligible for reimbursement under this Agreement, the Subrecipient shall submit sufficient documentation to the satisfaction of the City demonstrating that the Subrecipient is legally obligated to pay the costs for which reimbursement is sought. All reimbursement requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, that reads as follows:

1. "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

E. All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All costs must be obligated on or before December 31, 2024. For a cost to have been "obligated," contracting for goods or services must occur during the Covered Period, but payment of funds need not be made during that time. All goods or services must be delivered on or before September 30, 2026, and final payment shall occur within 90 days of delivery.

F. The City of Charleston, WV requires detailed documentation of all costs for which reimbursement is sought under this Agreement ("Supporting Documentation"). Each payment request submitted by the Subrecipient shall be accompanied by sufficient Supporting Documentation (Invoices, Receipts, Bills, Expense Reports, etc.) substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the City. In the event the City determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the City.

G. No more frequently than once every month, the Subrecipient may request reimbursement from the City for costs incurred by Subrecipient under this Agreement for which actual payment has been made. All payment requests shall be submitted using the Payment Request Form made available by the City and shall be accompanied by sufficient Supporting Documentation (collectively the Payment Request Form and any Supporting Documentation shall hereinafter be referred to as the "Payment Request"). Additionally, at the time of each Payment Request, Subrecipient shall submit a "Progress Report" utilizing a form for same made available by the City, which shall describe the nature of the projects and/or activities being funded.

H. Within 15 days after receipt of the Payment Request, the City shall, in its sole discretion, determine if the Payment Request, or any portion thereof, is acceptable and in strict compliance with the terms of this Agreement. If it is determined there are any errors in the Payment Request or if additional Supporting Documentation is required, the City shall notify the Subrecipient within 30 days of receipt of such Payment Request. The Subrecipient shall submit a revised Payment Request within 15 days of receipt of notice from the City. The City reserves the right to delay or deny any Payment Request containing errors or lacking sufficient Supporting Documentation until such deficiencies are corrected to the satisfaction of the City.

I. Upon determination by the City that the Payment Request is sufficient, the City shall initiate the reimbursement process in accordance with applicable policies and procedures.

Section 4: Accounting; Duplication of Benefits

A. Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement. All payments to Subrecipient contemplated under this Agreement may be contingent upon certification of the Subrecipient's financial management system in accordance with this requirement. Subrecipient must ensure that all sub-subrecipients comply with the provisions of this paragraph.

B. Subrecipient hereby certifies and affirms that the projects and/or activities to be funded under this Agreement shall not result in a prohibited duplication of the benefits obtained by Subrecipient, any sub-sub recipient (as defined in 2 C.F.R. §§ 200.92-93), or any individual or entity that is a beneficiary of such projects and/or activities from other American Rescue Plan Act programs, other local, state, or federal funding sources (e.g. the Stafford Disaster Relief and Emergency Assistance Act, etc.), private insurance, or other private organizations. It is Subrecipient's responsibility and obligation to implement processes and procedures to select and subsequently monitor all sub-subrecipients, individuals, and entities receiving funds under this Agreement to ensure compliance with this paragraph. All agreements entered into between Subrecipient and any sub-subrecipient, individual, or entity providing for the subaward or payment of funds under this Agreement shall contain provisions permitting the Subrecipient to recapture funds provided under this Agreement in the event an impermissible duplication of benefit is discovered. Subrecipient acknowledges and agrees that it has an affirmative obligation to promptly identify and report any duplication of benefits to the City. In the event that the Subrecipient recovers costs incurred under this Agreement and reimbursed by the City from another source, the Subrecipient shall reimburse the City for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Subrecipient to the date repayment is made to the City by the Subrecipient.

Section 5: Reporting Requirements

A. Performance Reports. Reports are due to the City no later than five (5) days after the end of each period listed below:
   - June 30, 2022, due July 5, 2022
   - September 30, 2022, due October 5, 2022
   - December 31, 2022, due January 5, 2023
   - March 31, 2023, due April 5, 2023
   - June 30, 2023, due July 5, 2023
   - September 30, 2023, due October 5, 2023
   - December 31, 2023, due January 5, 2024
   - March 31, 2024, due April 5, 2024
   - June 30, 2024, due July 5, 2024
   - September 30, 2024, due October 5, 2024
   - December 31, 2024, due January 5, 2025
   - March 31, 2025, due April 5, 2025
   - June 30, 2025, due July 5, 2025

- September 30, 2025, due October 5, 2025
- December 31, 2025, due January 5, 2026
- March 31, 2026, due April 5, 2026
- June 30, 2026, due July 5, 2026
- September 30, 2026, due October 5, 2026
- December 31, 2026, due January 5, 2027

The report shall appear on subrecipient letterhead and outline progress of items to date. The report should also contain a schedule of total subaward; list request(s) for reimbursements submitted and remaining award. The report should list each cash receipt from the City with date received and receipt number.

B. Final Report. Within twenty (20) days following the final cash payment to Subrecipient under this Agreement, Subrecipient shall submit a "Final Project Report," in which the Subrecipient shall describe the status of the Subrecipient's implementation of all projects and/or activities undertaken under this Agreement. The Final Project Report shall further include an accounting of all costs and expenses incurred by Subrecipient.

Section 6: Termination

A. Termination for Cause. the City may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by Subrecipient in this Agreement, the SOW, or in any application materials for funding submitted to the City in connection with this Agreement shall at any time be false or misleading in any respect, or in the event of the failure of the Subrecipient to satisfactorily perform any task, deliverable, or activity under this Agreement or otherwise comply with the terms and conditions of this Agreement. Prior to termination, the City shall provide fifteen (15) days written notice of its intent to terminate and shall provide the Subrecipient an opportunity to consult with the City regarding the reason(s) for termination.

B. Termination for Convenience. This Agreement may be terminated for convenience by either Party upon providing the non-terminating Party with ten (10) days written notice.

C. Effect of Termination. Costs incurred by the Subrecipient after termination of this Agreement shall not be reimbursable unless expressly authorized by the City prior to the effective date of termination.

Section 7: Audits

A. In the event that the Subrecipient expends $750,000.00 or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted within nine (9) months of the end of the Subrecipient's audit period, in accordance with the provisions of 2 C.F.R. Part 200. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal financial assistance received from the City under this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. Part 200.

B. If the Subrecipient expends less than $750,000.00 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required for that year, except as noted in 2 C.F.R. §200.503. In the event that the Subrecipient expends less than $750,000.00 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid

from non-Federal resources. In accordance with 2 C.F.R. § 200.501(d), records must be available for review or audit by appropriate officials the City of Charleston, WV, USDOT, and the U.S. Government Accountability Office (GAO).

C. Upon completion of the audit required in this Section, Subrecipient shall promptly transmit a copy of the audit report to the City.

D. In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, monitoring procedures under this Agreement may include, but not be limited to, on-site visits by the City; limited-scope audits as defined by 2 C.F.R. Part 200; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the City. In the event the City determines that a limited-scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the City to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the City.

Section 8: Subcontract; Subawards

A. Subcontract. In procuring goods and services under this Agreement, the Subrecipient shall use its own documented procurement procedures, provided that such procurements conform to applicable state and federal law.

The Subrecipient may subcontract work under this Agreement as necessary without the prior written consent of the City, subject to the any conditions or limitations imposed by applicable state and federal law. Regardless of any subcontract, the Subrecipient is ultimately responsible for all projects, programs, activities, and services undertaken by subcontractors under this Agreement. The Subrecipient agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Subrecipient that the City shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Subrecipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

In selecting and monitoring subcontractors, the Subrecipient shall comply with 2 C.F.R. §§ 200.330-332. The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable.

B. Sub-Awards. The Subrecipient may enter into subaward agreements to provide for the distribution of funds under this Agreement to eligible sub-subrecipients (as defined in 2 C.F.R. §§ 200.92-93) without the prior written consent of the City. Regardless of any subaward, the Subrecipient is ultimately responsible for all projects, programs, services, and activities undertaken by sub-subrecipients under this Agreement. All such sub-subrecipients shall be subject to the same performance, financial, and reporting requirements as the Subrecipient. In selecting, monitoring, and contracting with sub-subrecipients, the Subrecipient shall comply with 2 C.F.R. §§200.330-332. The Subrecipient shall monitor all sub-subrecipients on a regular basis to ensure compliance with this Agreement and all applicable laws, rules, and regulations. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted to the City upon request.

Subrecipient agrees and acknowledges that payments made under this Agreement are from federal funds and contingent upon prior approval as to the allowability and eligibility of the costs for which payment is requested by both parties.

Section 9: Closeout

A. The City will close out this Agreement when it determines that all activities and all applicable administrative actions have been completed. Unless an extension is approved by the City, within twenty (20) calendar days after the Expiration Date, the Subrecipient must submit any outstanding reports, including the Final Project Report, as well as any required reporting on sub-awards, and must refund to the City any balances of unobligated cash that the City paid in advance or paid and that is not authorized to be retained by the Subrecipient entity for use in other projects. Within thirty (30) calendar days after receipt of all outstanding reports, the City will make upward or downward adjustments to the allowable costs, and then make prompt payments to Subrecipient for remaining allowable reimbursable costs. The closeout of this Agreement does not affect any of the following:

   a. The right of the City to disallow costs and recover funds on the basis of a later audit or other review;
   b. The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions; or
   c. The Subrecipient’s obligations regarding audits, property management and disposition (if applicable), and records retention.

B. Unless an extension is approved by the City, the Subrecipient must liquidate all obligations incurred under this agreement within ninety (90) calendar days after the Expiration Date.

On behalf of the Subrecipient, I understand and agree to the foregoing terms and conditions of the award of a portion of the financial assistance obligated by the City under the American Rescue Plan Act, and hereby certify my authority to execute this agreement on Subrecipient's behalf.

______________________________	______________________________
Name	Title
______________________________	______________________________
Date	Phone Number

____
Signature

Exhibit A – Scope of Work

With the funding received from the city, West Virginia Food and Farm Coalition, Inc. will continue funding the SNAP Stretch Goal, through its financing of the matching funds for the City of Charleston. The program doubles and triples EBT/SNAP (Electronic Benefits Transfer/Supplemental Nutrition Assistance Program) dollars, colloquially "food stamps", through reimbursement of participating farmers' markets, on-farm stands, CSA, mobile markets, and a growing number of local retailers. Currently, the program is funded through USDA and private foundation grants, however, there is not enough funding to support all of the firms at the current rate of expenditure. Additionally, the Subrecipient will install a community-owned and operated grocery store in partnership with Keep Your Faith Corporation (KYFC) on Charleston's West Side. This grocery store will create an access point for fresh groceries for nearly 14,000 residents, 40% of which are EBT/SNAP recipients, and 43%are considered low-income. This grocery will particularly benefit the 1324 households, or 2834 residents, that do not have access to vehicles, which will provide closer access than the other grocery options located on the eastern edge of the West Side Community.

The subrecipient projects that it will require a period of three years to fully implement and expand the programs and successfully serve its beneficiaries.

The objectives to be tracked through performance reports include:

- Continue and expand the cost matching for the City of Charleston SNAP Stretch Goal Program ($ contributed quarterly over 3 years)
- Increased number of participating food retailers funded (# of new participating retailers over 3 years)
- Acquisition of grocery facility
- Incorporation of grocery store as community-owned and operated entity

Exhibit B – Project Budget

Item	Amount
City of Charleston SNAP Stretch Program Matching Funds (36 Months)	$630,910.00
Purchase of building and equipment for Community Owned and Operated Grocery Store	$358,766.00
Total Program Cost	$989,676.00

Risk Assessment Tool	
Grantee Name:	West Virginia Food and Farm Coalition
Grant Program Name:	SNAP Stretch Program
Grant #:	
Grant Amount:	$989,676
Grant Period:	April 8, 2022 - December 31, 2026
Monitor Period:	April 8, 2022 - December 31, 2022
Date of Review:	8-Apr-22
Date of Last Review:	8-Apr-22

#	Question	Points	Assessment -- Yes; No; N/A *(select from drop down)*	Score (1=yes)	Comments
1	Has the applicant managed federally funded grant programming in the last 24 months?	1	Yes	1	
2	Was the applicant subject to a financial statement audit in the last 24 months, and had no findings? If any findings, list the number and details.	1	Yes	1	No findings
3	Was the applicant free of any audit findings received within the past 5 years? If findings were made, how many, and nature of finding(s).	1	Yes	1	
4	Does the applicant have the capacity to manage and implement federal regulations including 2 CFR 200 and other specific federal regulations pertaining to items such as (segregation of duties, cash handling, contracting procedures, and personnel and travel policies). (2 CFR 200.303 - Internal Controls)	1	Yes	1	
5	Have key staff been instrumental in the funds process or generally remained stable in the past year?	1	Yes	1	
6	Has the applicant's financial or grant management system (technology or other) remained unchanged in the last 12 months? If changes were made, please explain in the comments section.	1	Yes	1	
7	Does the applicant's accounting system segregate expenditures by funding source? (Per 2 CFR 200.302, system must be sufficient to permit the preparation of reports and tracing of funds.)	1	Yes	1	
8	Has SAM.gov been checked to determine that the applicant is not debarred, suspended, or does not show delinquent federal debt in Sam.gov? (2 CFR 200.214)	1	Yes	1	
9	Does the applicant have documented procurement policies in alignment with the procurement regulations of 2 CFR Part 200?	1	Yes	1	
10	Does the applicant maintain central file locations for all grants, loans or other types of financial assistance?	1	Yes	1	
11	Does the applicant have a Conflict-of-Interest Policy in place and is it documented?	1	Yes	1	
12	Does (or did) the applicant require, collect and document any expenditure/financial reports from subrecipients (from other current or past), and if so how frequently?	1	N/A	0	No subrecipients
13	Has the applicant been consistent/timely with prior program reporting requirements?	1	Yes	1	Annual state reporting/monitoring
14	Have the applicant's financial reports for any previous programming been adequate, accurate and on time?	1	Yes	1	

Available Total 14 **Total Risk Score** **13**

LEGEND

High Risk	*Less than*	*4*
Medium High	*Between*	*4-7*
Medium Low	*Between*	*8-11*
Low Risk	*Greater than*	*11*

Notes	The organization is postured in a position with strong internal controls and no findings or issues per its most recent audit. Strong experience managing federal and state grants.
Concerns	No concerns exist at this time.
Recommendations	Recipient should provide invoices and receipts along with monthly reimbursement request.

Resolution No. 631-22

Introduced in Council: Adopted by Council:

April 18, 2022 ______________________

Introduced by: Referred to:

Joseph Jenkins ______________________

Resolution No. 631-22 - Authorizing the Mayor or City Manager to purchase 70 new single space parking meters, meter housings, and associated accessories form Duncan Parking Technologies, Inc., in the amount of $43,693.50, to be placed on Court Street as authorized in Bill No. 7937 and at rates authorized in Bill No. 7936.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to purchase 70 new single space parking meters, meter housings, and associated batteries, warranties and accessories form Duncan Parking Technologies, Inc., in the amount of $43,693.50, to be placed on Court Street as authorized in Bill No. 7937 and at rates authorized in Bill No. 7936.

INSTRUCTIONS: This form must be submitted to the City Manager's Office for any purchase of materials or supplies costing **$2,500 or more**. A minimum of **3** quotes is required for this form.

CITY OF CHARLESTON

Purchase Request

Date: 3/29/22

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: 70 meters

65 Civic Smart - Liberty Next Gen. Single Space parking meters with coin and credit card payment acceptance and 5 spare meters and housings to use for replacements.

70 Model 76 Single Housings LNG meters, 70 rechargeable batteries, a battery charger and a one year warranty is included.

Purchase justification: Economic Development upgrade for parking on the east and west side of Court Street.

City Council approved Court Street upgrades using graduated rates which require smart meter technology.

Ongoing monthly communication and PEMS license fees apply at $5.50 per active meter spaces along with credit card processing fees (consistent with 2018 agreement).

If approved, the total purchase price will be: $43,693.00

(Check One)

☐ The price is less than the $25,000 permitted for purchases without advertising for bids and needing approval from City Council. I have not purposefully split the purchase request to keep the purchase under the $25,000 threshold and have not favored a particular vendor. I have not shared competitive information with any vendor(s).

☒ The proposed vendor is a sole source provider for the materials/supplies requested. (Skip to **ITEM A** on page 2.)

I have contacted the following responsible vendors and have attached their written quotes for the requested item(s): (Minimum of 3 Quotes Required)

1. Civic Smart / Duncan Price Quote: $43,693.00

2. ______________________ Price Quote: $__________

3. ______________________ Price Quote: $__________

4. ______________________ Price Quote: $__________

5. ______________________ Price Quote: $__________

The apparent low-bid vendor *meeting specifications* is: 43,693.50

AND

☒ The low-bid vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records, and I recommend authorizing the purchase through the low-bid vendor.

OR

☐ I recommend not contracting with the lowest bidder meeting specifications and instead recommend contracting with ______________________ because:

____

____

Additionally, the recommended vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records.

ITEM A (For Sole Source Procurements ONLY)

Explain what is unique about this vendor/brand and why your department must purchase this product:

A business relationship already exists with Civic Smart/Duncan for smart meter use in Charleston.

Customers are familiar with this product since the first installations in 2018. Electronic deposits, credit card processing and PCI compliance are already established.

The product allows for graduated rates ($1.00 first hour and $1.50 for the 2nd/3rd hours) and three payment options for customers. Interfacing is established with parking enforcement devices and Park Mobile

Identify at least 1 independent third party who has verified the vendor is a sole source for the item(s) requested to be purchased, and submit his/her written opinion regarding the vendor's sole source status:

(*Name & Phone Number*)______________________

REQUESTOR'S DECLARATION

I declare that I have fully complied with the letter and intent of the City Code as it pertains to procurement and have exercised reasonable precaution to procure the item(s) requested above at the lowest price, consistent with good service and quality.

I also declare that I have no personal or business relationship with the listed vendor(s) that would be considered a conflict of interest, except as follows:

(List Actual, Potential, or Perceived Conflicts of Interest) n/a

Request Submitted By: Terri Allen Department: Parking

Is this purchase being paid with grant funds? ☐ Yes ☒ No

****

Funds Approval: ____________________ Date: 4/11/2022

Authorized Financial Officer

Account Number: 426-000-00-000-4-458 (council approval needed)

City Manager Approval: ____________________ Date: ____________

Single-Space Meter and Housing Quote

Duncan Parking Technologies, Inc.
Civic

Prepared for:	Charleston	**Ship-to Region:**	WV
Quote ID:	21 09 10 204g	**Due Date:**	03/29/2022
Sales Rep:	Brad Magee	**Expiry Date:**	04/28/2022

Product ID	Description	Unit Price	Qty	Extended Price
1. Single Space Meters				
SSM - LIBERTY - LNG	Liberty Next Gen Single Space Parking Meter with Coin and Credit Card Payment Acceptance. Includes Rechargeable Battery, SIM Card and UID. Does not include installation or freight.	$ 330.00	65	$ 21,450.00
SSM - LIBERTY - LNG - SPARE	Liberty Next Gen Single Space Parking Meter with Coin and Credit Card Payment Acceptance. Includes Rechargeable Battery - No Sim Card or UID (these will be swapped when spares are used). Does not include installation or freight.	$ 330.00	5	$ 1,650.00
Subtotal				$ [illegible]
2. Single Space Meter Housing				
M76S	Model 76 Single Housing Gunmetal Gray with DE Top Lock and Vault Door Lock and Small Open Coin Canister). Includes the Modified Retainer and Dome for LNG Meters. Does not include installation or freight.	$260.15	70	$ 18,210.50
Subtotal				$ 18,210.50
3. Meter Parts & Accessories				
58883	Spare Rechargeable Battery for Liberty Meter	$ 59.00	5	$ 295.00
8907	Single Battery Charger for Liberty Rechargeable Battery	$ 46.00	5	$ 230.00
8880	Liberty Collection Card	$ 10.00	1	$ 10.00
8881	Liberty Technician Card	$ 10.00	1	$ 10.00
Subtotal				$ 545.00
4. Freight				
FRGHT	Freight for Lot to Customer Site (actual shipping and handling charges will be added to the invoice)	$ 1,837.50	1	$ 1,837.50
Subtotal:				$ 1,837.50
Grand Total:				**$ 43,693.00**

Product ID	Description	Unit Price	Qty	Monthly Total
5. Meter Monthly Fees				
SSM - CC - WIRE	Monthly communications fee and PEMS license - does not include Credit Card Merchant Processing Fees. Price is per single space meter per month.	$ 5.50	65	$ 357.50
Subtotal (Monthly Fee)				$ [illegible]
6. Credit Card Transaction Fees				
CC - GTWY	Meter Credit Card Gateway Fees (per transaction fee) w/ Heartland Payment Systems as merchant processor. (If client requires a different merchant processor, a $0.06 per card transaction fee is charged for third-party gateway services.) Merchant processing fees deducted from client proceeds separately.			$0.00 Per Credit Card Transaction
7. Optional Extended Warranties (Please circle and initial any optional parts to be purchased)				
LIB - SSM - EXT - WARRANTY (5)	Five Year Extended Warranty for Single Liberty Next Gen (covers Years 2-5. Year 1 warranty included in purchase price)	$ 100.00	65	$ 6,500.00
LNG - BATT-WARR (5)	Five Year LNG Battery Warranty (includes rechargeable battery warranty for Years 2-5 provided they are handled in accordance with manufacturer instructions. Year 1 warranty included in purchase price.)	$ 40.00	70	$ 2,800.00

Continued on next page

Single-Space Meter and Housing Quote

Duncan Parking Technologies, Inc.
Civic

Prepared for:	Charleston	**Ship-to Region:**	WV
Quote ID:	21 09 10 204g	**Due Date:**	03/29/2022
Sales Rep:	Brad Magee	**Expiry Date:**	04/28/2022

Product ID	Description	Unit Price	Qty	Ext. Price

8. Additional Requirements

Sales Tax, if applicable, has not been included.

Equipment is covered by a 1-year standard manufacturer's warranty.

Shipping Terms FOB Origin. Freight is not included in the above quote. Freight will be prepaid and added to the invoice.

Housing Ship date approx. 4 - 8 weeks after receipt of order.

Payment terms: 50% Due upon order; remaining 50% balance due

Payment terms: 50% billed upon receipt of order. 50% billed upon delivery; Net 30 Days.

Quotation subject to Duncan Parking Technologies, Inc. Standard Terms and Conditions. Please see attached.

Additional service and transaction processing costs apply from third parties, including credit card merchant processing fees. Customer is responsible for setting up merchant processing arrangement.

Prices are subject to change in the event of new or increased costs due of wireless communications and other third party vendor services.

Recurring prices are valid for the first full year of service and may be subject to change for subsequent contract terms.

Please Send Purchase Order To:
Duncan Parking Technologies, Inc.
Attn: Meigan Lindholm
PO BOX 2081
Milwaukee, WI 53201-2081
Ph: (414) 534-8066 Fax: (870) 741-6806
mlindholm@civicsmart.com

I hereby certify that the products and services referenced above have been requested and that by signing below I am confirming the order and agree to the terms and conditions presented in this quotation.

Authorized Signature ______________________ Date ______________________

Print or Type Name ______________________ Print or Type Title ______________________

Email Address ______________________ Phone Number ______________________

Bill To Address:

____

____

____

Ship To Address:

____

____

____

Housing Information Required:

Housing Color (Standard Gunmetal Gray, Specify if other)

Dome Type (Round or Anti-Glare)

Mech/Top Lock Combination

Vault/Door Lock Combination

N/A

Coin Box Combination or N/A

Ship To Phone Number:

Programming Contact Information:

Contact Name

Contact Phone Number

Contact Email

Bill No. 7954

Introduced in Council: **Adopted by Council:**

April 4, 2021 ______ ______

Introduced by: **Referred to:**

Joseph Jenkins **Finance Committee**

Bill No. 7954: A Bill and Order relating to the laying of levies on real, personal and public utility property within the City of Charleston, West Virginia, including excess levies previously provided for in the Official Municipal Budget Document for the fiscal year beginning the first day of July, two thousand twenty-two.

WHEREAS, each Municipality is required to hold a Statutory meeting of the Council on the third Tuesday in April each year to make and enter a levy order and rate sheet; and

WHEREAS, written approval of the West Virginia State Tax Commissioner has been received and notice of the Levy Estimate has been duly published as required by law; and

WHEREAS, the levy rate attached hereto is included in the City of Charleston Municipal Budget for July 1, 2022 through June 30, 2023, before City Council for approval at a special meeting of Council held on April 19, 2022, now, therefore

Be it Ordained by the Council of the City of Charleston, West Virginia:

That the City of Charleston, West Virginia does hereby make and enter the levy order and rate sheet attached hereto, incorporated herein, and made a part hereof.

MUNICIPALITY OF CHARLESTON, WEST VIRGINIA
LEVY PAGE
REGULAR CURRENT EXPENSE LEVY
2022 - 2023

Current Year		Column E Certificate of Valuation Assessed Value for Tax Purposes	Levy Rate/$100		Taxes Levied
Class I					
Personal Property	$	0	12.43	$	0
Public Utility		0			0
Total Class I	$	0		$	0
Class II					
Real Estate	$	1,341,798,990	24.86	$	3,335,712
Personal Property		303,066			753
Total Class II	$	1,342,102,056		$	3,336,465
Class IV					
Real Estate	$	1,110,732,240	49.72	$	5,522,561
Personal Property		535,938,337			2,664,685
Public Utility		296,494,046			1,474,168
Total Class IV	$	1,943,164,623		$	9,661,414
Total Value & Projected Revenue	$	**3,285,266,679**		$	**12,997,879**

Less Delinquencies, Exonerations & Uncollectable Taxes	6.00%	779,873
Less Tax Discounts (use Total Proj. Rev. Less Delinquencies to calculate)	1.50%	183,270
Less Allowance for Tax Increment Financing if Applicable - see worksheet (Subtracted from regular current expense taxes levied only)	. . . .	0
Total Projected Property Tax Collection	. . . .	**12,034,736**
Less Assessor Valuation Fund (Subtracted from regular current expense taxes levied only)	**2.00%**	240,695
Net Amount to be Raised by Levy of Property Taxes For Budget Purposes (Amount carries to #301-01 on GF REV tab)	. . . . $	**11,794,041**

MUNICIPALITY OF CHARLESTON, WEST VIRGINIA
ALLOWANCE FOR TAX INCREMENT FINANCING
REGULAR CURRENT EXPENSE LEVY
2022 - 2023

Current Year	**Column C Roll Back Value Form**	**Levy Rate/$100**	**Taxes Levied**
Class I			
Personal Property	$ 0	12.43	$ 0
Public Utility	0		0
Total Class I	$ 0		$ 0
Class II			
Real Estate	$ 0	24.86	$ 0
Personal Property	0		0
Total Class II	$ 0		0
			$
Class IV			
Real Estate	$ 0	49.72	$ 0
Personal Property	0		0
Public Utility	0		0
Total Class IV	$ 0		0
Total Value & Projected Revenue	$ 0	**(Gross)**	$ 0
Less Delinquencies, Exonerations & Uncollectable Taxes		6.00%............	0
Less Tax Discounts		1.50%............	0
Allowance For Tax Increment Financing (This amount carries to the worksheet above)		....	0

MUNICIPALITY OF CHARLESTON, WEST VIRGINIA
EXCESS LEVY PAGE
General Expenses Levy
2022 - 2023

	Column E Certificate of Valuation Assessed Value for Tax Purposes	Levy Rate/$100	Taxes Levied
Current Year			
Class I			
Personal Property	$ 0	5.03	$ 0
Public Utility	0		0
Total Class I	$ 0		$ 0
Class II			
Real Estate	$ 1,341,798,990	10.06	$ 1,349,850
Personal Property	303,066		305
Total Class II	$ 1,342,102,056		$ 1,350,155
Class IV			
Real Estate	$ 1,110,732,240	20.12	$ 2,234,793
Personal Property	535,938,337		1,078,308
Public Utility	296,494,046		596,546
Total Class IV	$ 1,943,164,623		$ 3,909,647
Total Value & Projected Revenue	$ 3,285,266,679		5,259,802
Less Delinquencies, Exonerations & Uncollectable Taxes		6.00%	315,588
Less Tax Discounts		1.50%	74,163
Net Amount to be Raised by Levy For Budget Purposes:			**4,870,051**

Included in the General Fund "Yes or No" Yes

IF EXCESS LEVY IS INCLUDED IN GENERAL FUND, (and you enter yes to indicate that)
this total will carry to the GF REV tab in account # 301-90: $ 4,870,051

COMMITTEE REPORT

TO: **Clerk of the Council of the City of Charleston, West Virginia**

FROM: **The Committee on ORDINANCE AND RULES**

Your Committee on **Ordinance and Rules**

has had under consideration:

as amended

Bill No. 7928 Committee Substitute - A BILL to amend the Municipal Code of the City of Charleston relating to updating restrictions on certain municipal officers and employees eligibility for certain grant funds; creating exceptions; and creating criminal and other penalties for violation

and reports the same to Council with the recommendation that the committee report be adopted as a committee substitute as amended

CHAIR

- no

no

Bill No. 7928 Committee Substitute, As Amended

Introduced in Council: | **Adopted by Council:**

September 7, 2021

Introduced by: | **Referred to:**

Shannon Snodgrass, Adam Knauff and Courtney Persinger | **Ordinance and Rules and Finance**

Bill No. 7928 Committee Substitute - A BILL to amend and reenact Section 2-138 of the Municipal Code of the City of Charleston, as amended, relating to updating restrictions on certain municipal officers and employees eligibility for certain grant funds; creating exceptions; and creating criminal and other penalties for violation.

Now, therefore, be it ordained by the Council of the City of Charleston:

That Section 2-138 of the Municipal Code of the City of Charleston, as amended, be amended and reenacted to read as follows:

ARTICLE IV. – OFFICERS AND EMPLOYEES.
DIVISION 1. – GENERALLY.
Sec. 2-138. - Standards of conduct of city officers and employees for ~~federal~~ grants; penalties.

(a) No municipal officer or employee for the city shall accept or receive directly or indirectly from any person known by such officer or employee to be interested in any bid, contract or purchase, by rebate, gift or otherwise, any money or other thing of value whatsoever or any promise, obligation or contract for future reward or compensation when such contract is to be funded in whole or in part by any federal grant funds. Any contract or purchase funded solely by nonfederal funds shall be governed by the provisions of W. Va. Code ch. 61, art. 5A (W. Va. Code § 61-5A-1 et seq.) relating to bribery and corrupt practices.

(b) ~~No Municipal Officer, employees of the Mayor's office or heads of departments ,their immediate family members or business in which such person has a direct financial benefit can financially benefit either directly or indirectly from funding from the city of Charleston.~~ No municipal officer, ~~or~~ employees in the Mayor's office, heads of departments, immediate family members of such persons, or business in which any such person has a direct financial benefit shall accept or receive any grant~~,~~ ~~incentives, or funding~~ from the city or administered through the city, unless receiving such grant~~, incentives, or funding~~ is based in part upon the person's low- or moderate-income status, as defined by the United States Department of Housing and Urban Development. This prohibition includes prohibiting direct financial payments with the proceeds of city grants~~, grants, land or property~~ to ~~the~~ any municipal officer, employees ~~on~~ in the Mayor's office, heads of departments, immediate family members of such persons, or business in which any such person has a direct financial benefit from third parties that first received city grant funding~~ in order to fund their own programs~~. It is not a violation of this subsection if the individual receiving the financial benefit has previously obtained an opinion from the West Virginia Ethics Commission permitting the individual to receive the financial benefit. For the purposes of this subsection, terms used herein shall have the same definition as contained in W. Va. Code § 6B-1-3.

(c) Any person violating subsection (a) or (b) of this section relating to federal funds or city administered grants shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not exceeding $500.00 or by imprisonment not exceeding 30 days or by both fine and imprisonment. In addition to the criminal penalty, such officer or employee shall be subject to such disciplinary action as may be appropriate; and any such contract or purchase entered into or grant awarded shall be null and void.