



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, June 6, 2022
6:15 PM

AV ROOM #308, CITY HALL, CHARLESTON, WV

AVAILABLE TO VIEW VIA LIVESTREAM AT <https://charlestonwv.civicclerk.com/web/home.aspx>

I. DISCUSSION:

- a. Approval of Previous Minutes 5-16-2022

II. RESOLUTIONS:

- a. Resolution No. 662-22 - Authorizing the Mayor or City Manager to enter into a memorandum of understanding with the Raleigh County Solid Waste Authority for services relating to the processing of mixed recyclables for the City of Charleston.
- b. Resolution No. 663-22 - Adopting the proposed Fiscal Year 2022-2023 Parking System budget as indicated within the attached document.
- c. Resolution No. 664-22 - That the Mayor or City Manager is authorized to purchase various vehicles for the Metropolitan Drug Enforcement Network Team without first obtaining an authorizing resolution from the City Council, provided that any vehicle may not exceed the purchase price of \$40,000 and additional requirements.
- d. Resolution No. 665-22 - Authorizing the Mayor or City Manager to enter into an Agreement with WesBanco, Inc. for a Standby Letter of Credit in the amount of \$500,000 for a term starting July 1, 2022.
- e. Resolution No. 666-22 - Approving the renewal of the lease between the City of Charleston and the YWCA of Charleston, relating to the use of the building and property located 201 Donnally Street to provide childcare services, including infant and toddler development, preschool, after-school and summer camp, and other related services.
- f. Resolution No. 667-22 - Authorizing approval of Amendment No. 8 of the FY 2021-2022 General Fund Budget.

- g. Resolution No. 668-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act (“ARPA”) funds to Alzheimer's Association, WV Chapter.
- h. Resolution No. 669-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act (“ARPA”) funds to Pollen8.
- i. Resolution No. 670-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act (“ARPA”) funds to Partnership of African American Churches.
- j. Resolution No. 671-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act (“ARPA”) funds to Midian Leadership Project.
- k. Resolution No. 672-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act (“ARPA”) funds to Hope for Appalachia.
- l. Resolution No. 658-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act (“ARPA”) funds to Capitol Market.
- m. Resolution No. 659-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act (“ARPA”) funds to The Healing House, Inc.
- n. Resolution No. 673-22 - Authorizing approval of Amendment No. 2 of the FY 2021—2022 Coal Severance budget.

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

MINUTES
FINANCE COMMITTEE MEETING
6:15 P.M., MAY 16, 2022
AV ROOM #308, CITY HALL

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:15 p.m., May 16, 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:
Bruce King

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Robinson asked for unanimous consent to dispense with the reading of the minutes for the May 2, 2022 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

II. RESOLUTIONS:

- a. Resolution No. 648-22 – Authorizing the Mayor or City Manager to execute a lease with Carlisle Development Company LLC to allow for a concrete slab on grade and a pad-mounted glycol chiller in an alley adjacent to Brawley Walkway according to the terms contained in the attached exhibit.

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

The Mayor or City Manager is authorized to execute a lease with Carlisle Development Company LLC to allow for a concrete slab on grade and a pad-mounted glycol chiller in an alley adjacent to Brawley Walkway according to the terms contained in the attached exhibit.

City Manager, Jonathan Storage, added that resolution with authorize a 15-year lease to install a concrete slab that will tale up approximately 33 sq/ft of alley space off of Brawley walkway. This be for a new brew pub on the first floor of the building. There is a one-time lease payment. The project has been vetted by the Planning Director and City Attorney. The alley is not generally used for foot traffic.

Councilmember Jenkins added he approved of anything the City can do to help spur development.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 648-22 approved.

- b. Resolution No. 649-22 – Authorizing the Mayor or City Manager to execute a lease with Heavenly Hops, LLC to allow for an outdoor dining area along Brawley Walkway and Summers Street according to the terms contained in the attached exhibit.

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

The Mayor or City Manager is authorized to execute a lease with Heavenly Hops, LLC to allow for an outdoor dining area along Brawley Walkway and Summers Street according to the terms contained in the attached exhibit.

Storage added that the resolution will authorize a lease of public right of way to accommodate outdoor dining for the pub described in the previous resolution. The pub is seeking to construct decorative fencing along the perimeter of the outdoor dining area. The City must approve all fence designs and the installation of any other structures. The pub must also maintain the appropriate liability insurance. The lease will be for one year.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 649-22 approved.

- c. Resolution No. 650-22 – Approving the renewal of that certain lease between the City of Charleston and the YWCA of Charleston, West Virginia, Inc., dated September 19, 2017, relating to the use of the building and property located 1418 Washington Street, East, as a shelter facility for unhoused women and families.

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

That the renewal of that certain lease between the City of Charleston and YWCA of Charleston, West Virginia, Inc., dated September 19, 2017, relating to the use of the building and property located 1418 Washington Street, East, as a shelter facility for unhoused women and families is approved.

Storage, added that the YWCA has requested a one-time renewal of their lease for five years, according to the terms of their lease. All conditions will stay the same.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 650-22 approved.

- d. Resolution No. 651-22 – Whereas, the City leases various properties from the West Virginia Division of Highways (“WVDOH”) for various purposes;

Whereas, for at least 25 years, the City has maintained at least two lease agreements with the WVDOH relating to the City’s permitted use of areas under the various bridges carrying Interstate 64 in downtown Charleston;

Whereas, the City’s permitted use of the areas under the interstate bridges include storing road salt, heavy machinery, and various equipment & supplies;

Whereas, by letter dated April 8, 2022, the WVDOH advised the City that, due to a large interstate bridge cleaning and painting project, the City may be required to temporarily suspend its use of the leased premises;

Whereas, the City has identified property owned by West Virginia Health Right, Inc., that is suitable for storing equipment, supplies, and salt, should the City be required to temporarily vacate the applicable WVDOH property; and

Whereas, West Virginia Health Right, Inc., is able and willing to lease the property to the City for an 18-month period.

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

That the Mayor or City Manager is authorized to enter into an 18-month lease with West Virginia Health Right, Inc., to occupy all of that certain parcel of land roughly bounded by Morris Street, McDonald Street, Brooks Street, and the railroad tracks in Charleston, West Virginia, as more particularly described as District 11, Map 18, Parcel 21, Kanawha County, West Virginia, and being that same parcel owned by West Virginia Health Right, Inc., pursuant to that certain Deed recorded in the Kanawha County Clerk’s Office at Deed Book 3035, Page 278, where the total rent due under the lease is \$1.00.

Storage added that the purpose of the lease is to prepare for the possible mandatory relocation of various Public Works equipment due to the DoH’s massive bridge cleaning project. The lease term would be for 18 months.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 651-22 approved.

- e. Resolution No. 652-22 – Authorizing the Mayor or City Manager to enter into a contract with HDR Engineering, Inc., in an amount not to exceed \$89,388.67 to perform engineering design and construction management services relating to a project to modify lane configurations and pedestrian crossings at the intersections of Virginia Street, Delaware Avenue, and Central Avenue—known as “Five Corners.”

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

That the Mayor or City Manager is authorized to enter into a contract with HDR Engineering, Inc., in an amount not to exceed \$89,388.67 to perform engineering design and construction management services relating to a project to modify lane configurations and pedestrian crossings at the intersections of Virginia Street, Delaware Avenue, and Central Avenue—known as “Five Corners.”

City Manager, Jonathan Storage, added that the City issued a request for EOI in June 2021 for an engineering firm to complete a detailed traffic study to determine whether traffic lane and signal reconfigurations were warranted at the Five Corner intersection. The selected firm issued their final report to the Planning, Streets and Traffic Committee. They determined that Alternative 1B was the best option.

Councilmember Hoover added that the presentation was very interesting and in depth. It detailed specific problems for that intersection.

Storage added that the estimated project cost is around \$375,000, not including the listed cost of the design work in the resolution.

Councilmember Adams asked if the local businesses were contacted. Councilmember Hoover added that it was discussed, but determined it was better to contact local businesses after an option was picked. Storage added that the design would go through stages that would require City approval.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 652-22 approved.

- f. Resolution No. 653-22 – Authorizing the Mayor or City Manager to enter into a memorandum of understanding with the City Center Business Improvement District (“CCBID”) to establish a new City position known as the Business Improvement District Ambassador and providing for cost reimbursement to the City from the CCBID’s special revenue fund, as detailed in Exhibit A.

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

That the Mayor or City Manager is authorized to enter into a memorandum of understanding with the City Center Business Improvement District (“CCBID”) to establish a new City position known as the Business Improvement District Ambassador and providing for cost reimbursement to the City from the CCBID’s special revenue fund, as detailed in Exhibit A.

City Manager, Jonathan Storage, added that the resolution will authorize the creation of a new position within the City’s Constituent Services Department to be known as the Business Improvement District Ambassador. The position will perform administrative work and light maintenance functions within the BID. The position will be 100% reimbursable to the City through the BID Board’s annual budget appropriations.

Councilmember Ceperley added that this was part of the BID’s original concept.

City Treasurer, Vic Grigoraci, asked the Committee to consider if there would be any sales tax issues with this position, adding that he is in support of the position being created. City Attorney, Kevin Baker, replied that he did not think this would be a taxable relationship as the City and BID have tax exempt status.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 653-22 approved.

- g. Resolution No. 655-22 – Authorizing the Mayor or City Manager to enter into a contract with Dell Technologies in the amount of \$120,485.20 for the purchase of various equipment and hardware to replace existing City computer serves as part of a scheduled capital replacement, where the contract cost was determined though a competitively sourced statewide contract.

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

That the Mayor or City Manager is authorized to enter into a contract with Dell Technologies in the amount of \$120,485.20 for the purchase of various equipment and hardware to replace existing City computer servers as part of a scheduled capital replacement, where the contract cost was determined though a competitively sourced statewide contract.

City Manager, Jonathan Storage, added that the purchase will refresh the City's current data center that will unify key elements within one system. The expense is budgeted, and is part of a normal upgrade cycle.

Councilmember Jenkins asked if the serves would be able to integrate with any new POS system. IS Director, Adam Cottrell that they should be able to do that.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 655-22 approved.

- h. Resolution No. 656-22 – Authorizing the Mayor or City Manager to grant American Rescue Plan Act (“ARPA”) funds to The Salvation Army in the total amount of \$275,569 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 The Salvation Army in the total amount of \$275,569 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.

City Manager, Jonathan Storage, added that the funds will be used to expand the organization’s services which include a food pantry, assisting with costs (rent, utility, etc) and salary for emergency services personnel.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 656-22 approved.

- i. Resolution No. 657-22 – Authorizing the Mayor or City Manager to grant American Rescue Plan Act (“ARPA”) funds to Kanawha County Public Library in the total amount of \$49,040 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 Kanawha County Public Library in the total amount of \$49,040 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.

City Manager, Jonathan Storage, added that the funds will be used to purchase a lap top dispenser for the benefit of residents that cannot access the internet from their homes or are unable to afford the purchase a personal computer. They will also purchases 3D printing devices to facilitate STEM education and a food education tool for elementary students.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 657-22 approved.

- j. Resolution No. 658-22 – Authorizing the Mayor or City Manager to grant American Rescue Plan Act (“ARPA”) funds to Capitol Market in the total amount of \$600,000 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 Capitol Market in the total amount of \$600,000 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.

City Manager, Jonathan Storage, added that the funds will be used for the purchase of property for additional storage, a commercial kitchen, improvements to the outdoor market, safety and security improvements and internet upgrades.

Evan Osborne, representing the Capitol Market, added that funds will no go to the purchase of property and anything associated with that.

Councilmember Adams moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 658-22 approved.

- k. Resolution No. 659-22 – Whereas, since February 2019, the City of Charleston has been engaged in the ongoing conversations related to a riverbank and roadway destabilization along Blaine Boulevard;

Whereas, in that time, members of the Goodwin Administration have engaged the U.S. Army Corps of Engineers (“USACE”), the Charleston Sanitary Board, Senator Manchin’s Office, the West Virginia State Conservation Agency, the West Virginia Office of Community Advancement and Development, the West Virginia Infrastructure and Jobs Development Council, and others;

Whereas, members of the Administration and City Council have met with and spoken with Blaine Boulevard residents on multiple occasions;

Whereas, the Administration continues to work with federal leaders – including Senators Joe Manchin and Shelly Moore Capito – to identify all available funding options to address the infrastructure issues along Blaine Boulevard;

Whereas, the Administration has submitted requests under the Congressionally Directed Spending program to seek congressional funding for Blaine Boulevard;

Whereas, the Administration has requested \$900,000 from the USACE’s Energy & Water Investigations program for planning, design, engineering, and evaluation costs to identify and fully engineer the preferred solution and prepare it for implementation/construction;

Whereas, an appropriation of \$900,000 in USACE Energy & Water Investigations funding would cover 65% of this cost, matched by a 35% share or \$485,000 from the City of Charleston; and

Whereas, the Administration seeks to put the City in the best position possible to receive federal funding by requesting that City Council specifically allocate an appropriate amount of City funds to be used as a match for any federal grants the City may receive to address this important issue.

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

That \$485,000 within the “Grant Matching” account line within the American Rescue Plan Act Fund No. 073 is allocated to be used as matching funds relating to the United States Army Corps of Engineer’s Section 14 Emergency Streambank and Shoreline Protection continuing authority program, which includes Energy & Water Investigations funding.

City Manager, Jonathan Storage, added that the resolution is related to the Blaine Boulevard roadway and riverbank failure. The Administration has requested \$900,000 from the Army Corps of Engineers for planning, designing, engineering and evaluation to identify and fully engineer a solution for the Blaine Boulevard failure. \$485,000 will be matched by the City from the American Rescue Plan Act Fund No. 073.

Councilmember Jenkins added that he was torn on this resolution, because the total \$1.3 million would almost fully fund buying out all of the residents. Mayor Goodwin added that the City would not receive any federal funding to go any further with any aspect of Blaine Boulevard without this kind of a study being in place. Chief of Staff, Matt Sutton, added that even if the residents do get bought out, the riverbank must be stabilized.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 659-22 approved.

III. MISCELLANEOUS:

City Treasurer, Vic Grigoraci stated that he had received comments regarding the City Collectors Office. Their hours are still 8-4 while the rest of the City is mostly back to operating from 8-5, and requested that be examined.

Councilmember Reishman motioned to adjourn the meeting.
Meeting adjourned.

Resolution No. 662-22

Introduced in Council:

June 6, 2022

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

Resolution No. 662-22 – Authorizing the Mayor or City Manager to enter into a memorandum of understanding with the Raleigh County Solid Waste Authority for services relating to the processing of mixed recyclables for the City of Charleston as detailed in Exhibit A attached hereto.

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

The Mayor or City Manager is authorized to enter into a memorandum of understanding with the Raleigh County Solid Waste Authority for services relating to the processing of mixed recyclables for the City of Charleston as detailed in Exhibit A attached hereto.

**MEMORANDUM OF UNDERSTANDING REGARDING
RECYCLING SERVICES FOR THE CITY OF CHARLESTON
AT THE RALEIGH COUNTY SOLID WASTE AUTHORITY**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Charleston, hereinafter “the City,” and the Raleigh County Solid Waste Authority, hereinafter “RCSWA.”

WHEREAS, the City is a municipal corporation organized and existing under the laws of the State of West Virginia and located in Kanawha County, West Virginia; and

WHEREAS, the RCSWA is a Solid Waste Authority organized and existing under the laws of the State of West Virginia and located in Raleigh County, West Virginia; and

WHEREAS, RCSWA owns and operates a single-stream recycling facility that has accepted recyclables from the City for multiple years; and

WHEREAS, although RCSWA previously processed the City’s mixed recyclables free of charge, due to financial instability, RCSWA began charging a fee for processing mixed recyclables from the City and other large volume recyclers in 2020;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

- A. The City agrees to pay \$175.00 per ton of recyclables taken by the City to RCSWA for processing. RCSWA acknowledges that the City is exploring other options for processing recyclables and agrees that nothing in this MOU requires the City to bring any recyclables to RCSWA for processing.
- B. RCSWA agrees that during the Term of this MOU, it will continue to accept single stream recycling from the City and will continue to accept the types of recyclables it has received from the City during calendar year 2021, namely newspaper, office paper, magazines, cardboard, aluminum, tin cans, similar metals, plastic #1, and plastic #2.
- C. Each time the City takes recyclables to RCSWA, RCSWA will weigh the recyclables dropped off by the City and provide a receipt showing the weight to the City. RCSWA shall further retain a record of the weight of recyclables and provide an invoice to the City on a quarterly basis.
- D. The Initial Term of this MOU shall be for the fiscal year commencing on July 1, 2022 and ending on June 30, 2023.
- E. The MOU will automatically renew under the same terms for up to three additional

fiscal years unless RCSWA or the City provides written notice of termination to the other Party on or before February 1 preceding a fiscal year or the MOU is otherwise terminated by the Parties. For the avoidance of doubt, the MOU will automatically renew for the fiscal year commencing on July 1, 2023 and ending on June 30, 2024 unless RCSWA or the City provides written notice of termination to the other Party on or before February 1, 2023; and so on for subsequent fiscal years through the fiscal year ending June 30, 2026.

F. *Amendments.* Any amendment to this MOU shall be made in writing and shall be executed by all Parties.

G. *Choice of Law, Dispute Resolution, and Venue.* This MOU shall be deemed to be executed in the City of Charleston, State of West Virginia, and shall be governed by the laws of the State of West Virginia. If any breach, default, or other dispute arises out of this MOU, the Parties agree that they will exercise good faith and commercially reasonable efforts to resolve said breach, default or other dispute through negotiation. If the Parties cannot resolve the matter through negotiation, the Parties acknowledge and agree that the Circuit Court of Kanawha County, West Virginia shall have exclusive jurisdiction to resolve the breach, default or other dispute giving rise to the litigation.

H. *Severability.* In the event that any of the provisions of this MOU are determined to be illegal or unenforceable, all other terms shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this MOU to be properly executed by an officer thereunto duly authorized on the _____ day of June, 2022.

City of Charleston

By:_____

Its:_____

Raleigh County Solid Waste Authority

By:_____

Its:_____

Resolution No. 663-22

Introduced in Council:

June 6, 2022

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

1 Resolution No. 663-22 – Adopting the proposed Fiscal Year 2022-2023 Parking System budget
2 as indicated within the attached document.

3

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

5

6 The proposed Fiscal Year 2022-2023 Parking System budget is adopted as indicated within the
7 attached document.

8

**City of Charleston
Municipal Budget
FY 2023
Parking System Revenue Summary**

Rev. Code	Description	Actual FY 2021	Original FY 2022	FY 2022 YTD Amendments	Current FY 2022	FY 2022 YTD April	Estimated FY 2023
Parking Building Revenues							
Building #1 - City Service Center							
343-01-0809	Meter - SMART - Credit Card	944	1,200		1,200	1,146	1,500
343-01-0810	Meter - SMART - Park Mobile	809	1,000		1,000	846	1,100
343-01-0811	Meter - SMART - Coin	1,121	1,200		1,200	1,372	1,500
343-01-0812	Meter - Mechanical - Park Mo	3,650	3,300		3,300	1,796	2,500
343-01-0813	Meter - Mechanical - Coin	1,086	2,400		2,400	1,181	2,600
343-01-0802	Monthly	300,160	307,000		307,000	232,168	300,000
343-01-0805	Commercial	144,662	145,700		145,700	121,392	146,100
343-01-0808	Special Rates	-	800		800	-	800
	Total Building #1	452,433	462,600	-	462,600	359,900	456,100
Building #2 - Washington							
343-02-0801	Daily	6,369	15,500		15,500	8,518	16,900
343-02-0813	Meter - Mechanical - Coin	-	-		-	50	-
343-02-0802	Monthly	85,368	124,800		124,800	52,725	116,800
343-02-0803	Theatre Parking	13,750	10,800		10,800	12,500	11,300
343-02-0805	Commercial	79,277	77,900		77,900	63,272	76,700
343-02-0807	Theatre Override	5,004	5,004		5,004	5,004	5,004
343-02-0808	Special Rates	-	200		200	15	200
	Total Building #2	189,768	234,204	-	234,204	142,084	226,904
Building #5 - Shanklin							
343-05-0809	Meter - SMART - Credit Card	4,041	5,400		5,400	4,369	6,300
343-05-0810	Meter - SMART - Park Mobile	2,655	2,800		2,800	2,611	3,100
343-05-0811	Meter - SMART - Coin	10,982	12,900		12,900	12,885	15,200
343-05-0812	Meter - Mechanical - Park Mo	1,355	2,500		2,500	2,021	3,000
343-05-0813	Meter - Mechanical - Coin	4,670	5,900		5,900	3,720	5,900
343-05-0802	Monthly	157,820	171,300		171,300	148,623	177,900
343-05-0808	Special Rates	82,582	84,200		84,200	72,897	85,800
	Total Building #5	264,105	285,000	-	285,000	247,125	297,200
Building #6 - Summers							
343-05-0809	Meter - SMART - Credit Card	12,076	13,100		13,100	15,902	17,500
343-05-0810	Meter - SMART - Park Mobile	18,116	14,800		14,800	26,463	22,100
343-05-0811	Meter - SMART - Coin	9,930	10,000		10,000	10,474	11,600
343-05-0812	Meter - Mechanical - Park Mo	9,217	9,300		9,300	7,992	9,500
343-05-0813	Meter - Mechanical - Coin	15,437	14,000		14,000	12,155	13,700
343-05-0802	Monthly	444,210	486,300		486,300	347,650	476,800
343-05-0808	Special Rates	-	100		100	-	100
	Total Building #6	508,985	547,600	-	547,600	420,636	551,300
	Total Building Revenue	1,415,291	1,529,404	-	1,529,404	1,169,745	1,531,504

**City of Charleston
Municipal Budget
FY 2023
Parking System Revenue Summary**

Rev. Code	Description	Actual FY 2021	Original FY 2022	FY 2022 YTD Amendments	Current FY 2022	FY 2022 YTD April	Estimated FY 2023
Other Parking Revenue							
327-01-0000	Residential Permit Parking	5,400	5,300		5,300	5,325	5,800
342-00-0000	Meter - SMART - Credit Card	105,315	109,800		109,800	114,531	137,800
342-01-0000	Meter - SMART - Park Mobile	63,501	58,100		58,100	64,857	72,900
342-02-0000	Meter - SMART - Coin	158,903	178,500		178,500	145,391	198,500
342-03-0000	Meter - Mechanical - Park Mo	32,213	39,000		39,000	50,955	55,400
342-04-0000	Meter - Mechanical - Coin	138,691	156,700		156,700	119,464	168,600
343-11-0000	Auditorium Lot (Spec. Ev.)	5,198	4,100		4,100	-	2,300
345-00-0002	Auditorium Lot (Monthly)	6,115	7,400		7,400	4,508	7,300
343-15-0000	Morris Square/Morris Street	10,250	24,900		24,900	9,108	25,500
343-20-0000	Union Building Parking Lot	17,860	21,700		21,700	12,210	10,080
343-21-0000	Special Events	12,606	10,900		10,900	15,757	17,400
345-00-0000	Rents/Concessions/Leases	92,495	83,000		83,000	66,234	71,000
320-00-0000	Police Fines/Court Costs	400	2,300		2,300	4,790	4,400
320-03-0000	Boot Fees	(50)	800		800	550	1,000
321-21-0000	Overtime Meter Violations	55,780	84,400		84,400	141,113	125,100
321-22-0000	All Other Parking Violations	156,016	191,400		191,400	200,116	233,000
321-24-0000	Bagged Meter Fees	13,315	5,500		5,500	12,180	6,100
381-00-0000	Reimbursements	138	-		-		-
381-11-0000	Energy Rebates		100		100		-
386-00-0000	Insurance Claims		1,800		1,800		1,800
399-00-0000	Miscellaneous Revenue	2,490	12,700		12,700	2,021	12,900
Total Other Revenue		876,635	998,400	-	998,400	969,110	1,156,880
Total Operating Revenue		2,291,927	2,527,804	-	2,527,804	2,138,854	2,688,384
Non-Operating Revenue							
380-00-0000	Interest on Investments	4,902	7,500		7,500	4,253	10,000
379-00-0000	Gain/(Loss) Sale of Assets		-		-	15,941	-
Total Non-Operating Revenue		4,902	7,500	-	7,500	20,194	10,000
Total Parking System Revenue		2,296,829	2,535,304	-	2,535,304	2,159,048	2,698,384

**City of Charleston
Municipal Budget
FY 2023**

Fund 406 Parking System Revenue Fund
Department 571 Parking
Unit 00 Administration

Full Time Employees	21
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Expense Object	FY 2021 Actual	FY 2022 Original	FY 2022 YTD Amend.	FY 2022 Current	FY 2022 YTD May Actual	FY 2023 Proposed
Personal Services						
000-1-103 Salaries & Wages	636,584	781,584		781,584	562,217	804,724
000-1-104 FICA	47,825	59,791		59,791	41,606	61,561
000-1-105 Medical & Life Insurance	124,004	155,904		155,904	113,265	163,842
000-1-106 PERS	60,457	73,058		73,058	53,941	67,835
000-1-111 Dental & Optical Insurance	9,412	9,807		9,807	6,322	10,983
000-1-112 Employee Insurance Cont.	(17,655)	(23,478)		(23,478)	(16,060)	(23,814)
000-1-113 OPEB - Current	40,000	40,000		40,000	-	40,000
Total Personal Services	900,627	1,096,666	-	1,096,666	761,291	1,125,131
Contractual Services						
000-2-211 Telephone	17,055	17,000		17,000	10,361	17,000
000-2-213 Utilities	152,095	200,000		200,000	146,149	200,000
000-2-214 Travel	-	1,000		1,000	-	1,000
000-2-215 Mtce & Repair - Bldg/Ground	55,100	75,000		75,000	51,966	75,000
000-2-216 Mtce & Repair - Equipment	27,812	20,000		20,000	10,975	20,000
000-2-217 Mtce & Repair - Auto/Truck	7,610	9,700		9,700	13,218	9,700
000-2-218 Postage	38	5,000		5,000	6,543	8,000
000-2-219 Building & Equipment Rent	30,392	50,000		50,000	25,519	50,000
000-2-221 Training	-	1,000		1,000	-	1,000
000-2-222 Dues & Subscriptions	738	750		750	910	1,000
000-2-223 Professional Services	1,638	500		500	-	500
000-2-226 Insurance - WC & UC	14,530	20,832		20,832	9,151	21,693
000-2-227 Insurance - Liability	53,282	52,000		52,000	54,697	57,000
000-2-230 Contracted Services	174,252	275,000		275,000	94,808	275,000
000-2-232 Bank Fees	853	2,500		2,500	1,046	2,500
001-2-232 Electronic Meter Fees	3,598	55,000		55,000	2,757	55,000
Total Contractual Services	538,993	785,282	-	785,282	428,099	794,393
Commodities						
000-3-341 Materials & Supplies	44,565	50,000		50,000	54,816	65,000
000-3-343 Gas, Oil & Tires	5,207	8,000		8,000	2,959	8,000
000-3-345 Uniforms	5,833	6,000		6,000	6,410	7,350
000-3-359 Snow Removal Materials	-	-		-	-	10,000
Total Commodities	55,605	64,000	-	64,000	64,185	90,350
Capital Outlay						
000-4-459 Equipment Purchase	-	10,000		10,000	43,926	32,000
Total Capital Outlay	-	10,000	-	10,000	43,926	32,000
Contributions & Other						
000-5-566 Contributions to Other Funds	533,412	580,456		580,456	-	656,510
Total Contributions & Other	533,412	580,456	-	580,456	-	656,510
Total Parking	2,028,638	2,536,404	-	2,536,404	1,297,501	2,698,384

**City of Charleston
Municipal Budget
FY 2023**

Fund 406 Parking System Revenue Fund
Department 571 Parking
Unit 00 Administration

Authorized Full Time Positions & Salary Schedule

FY 2022 Current		
Title	FLSA/Paygrade	FTE
Director Parking Operations	E/119	1
Meter Mntce. & Clct. Crew Ldr.	N-OT/109	1
Maintenace Crew Leader	N-OT/109	1
Office Support Specialist	N-OT/107	4
Maintenace Worker	N-OT/107	1
Meter Mntce. & Collections Spe	N-OT/107	1
Parking Enforcement Specialist	N-OT/107	1
Parking Enforcement Technician	N-OT/105	4
Security Custodian	N-OT/105	5
Parking Technician	N-OT/105	2
Total		21

FY 2023 Proposed		
Title	FLSA/Paygrade	FTE
Director Parking Operations	E/119	1
Meter Mntce. & Clct. Crew Ldr.	N-OT/109	1
Maintenace Crew Leader	N-OT/109	1
Office Support Specialist	N-OT/107	4
Maintenace Worker	N-OT/107	1
Meter Mntce. & Collections Spe	N-OT/107	1
Parking Enforcement Specialist	N-OT/107	1
Parking Enforcement Technician	N-OT/105	4
Security Custodian	N-OT/105	5
Parking Technician	N-OT/105	2
Total		21

FY 2022 Current	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	713,784
Irregular Part Time (IPT)	51,000
Overtime	16,800
Tool Allowance	-
Total	781,584

FY 2023 Proposed	
Pay Type	Amount
Elected Wages & Salaries	-
Regular Wages & Salaries	735,724
Irregular Part Time (IPT)	51,000
Overtime	18,000
Tool Allowance	-
Total	804,724

Projected Capital Equipment Acquisitions

		FY 2023				FY 2024	FY 2025
		Direct Purchase	Lease Purchase	New Lease Payment	Total Lease Payment ¹	Estimate	Estimate
Unit #	Equipment						
Total		-	-	-	-	-	-

¹Total Lease Payment includes all payments from outstanding lease purchase cycles that will be paid in FY 2023.

**City of Charleston
Municipal Budget
Parking System Revenue Fund
FY 2023
Schedule of Cash**

FY 2021 Ending Cash Balance	4,702,581
FY 2022 Budgeted	
Operating Revenues	2,527,804
Non-Operating Revenues	7,500
Total System Revenues	2,535,304
Operating Expenses	1,945,948
Non-Operating Expenses	-
Total System Expenses	1,945,948
Excess Revenue Over Expenses	589,356
Other Cash Outlay	
Capital Expenditures	10,000
Transfers to Maintenance Fund	580,456
Total Other Outlay	590,456
Net Cash Flow - FY 2022	(1,100)
FY 2022 Projected Ending Balance	4,701,481
FY 2023 Budgeted	
Operating Revenues	2,688,384
Non-Operating Revenues	10,000
Total System Revenues	2,698,384
Operating Expenses	2,009,874
Non-Operating Expenses	-
Total System Expenses	2,009,874
Excess Revenue Over Expenses	688,510
Other Cash Outlay	
Capital Expenditures	32,000
Transfers to Maintenance Fund	656,510
Total Other Outlay	688,510
Net Cash Flow - FY 2023	-
FY 2023 Projected Ending Balance	4,701,481

Resolution No. 664-22

Introduced in Council:

June 6, 2022

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 664-22 –

Whereas, the City of Charleston is a member of—and is fiscal agent for—the Metropolitan Drug Enforcement Network Team (“MDENT”);

Whereas, MDENT maintains 17 vehicles in its fleet, which are separately titled to corresponding member law enforcement agencies;

Whereas, from time to time, MDENT must quickly purchase vehicles to further its public safety mission, which necessarily requires covert movements and operations;

Whereas, current vehicle shortages and manufacturing delays has made it difficult for MDENT to timely acquire vehicles;

Whereas, when vehicles are ready to be purchased on dealer lots, the vehicles are often sold before MDENT obtains City Council purchasing approval;

Whereas, the Chief of the Charleston Police Department has requested that the Administration find a way to lessen the burden of acquiring vehicles for MDENT;

Whereas, the Administration recommends that the City Council grant purchasing authority to the Mayor or City Manager so vehicles may be acquired without the need for individual authorizing resolutions;

Whereas, the Mayor or City Manager will ensure that sufficient funds are available within applicable MDENT accounts prior to purchasing any vehicles; and

Whereas, the Mayor or City Manager will ensure that the purchase of any vehicles adheres to competitive contracting principles;

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

That the Mayor or City Manager is authorized to purchase various vehicles for the Metropolitan

1 Drug Enforcement Network Team ("MDENT") without first obtaining an authorizing resolution
2 from the City Council; provided that any vehicle may not exceed the purchase price of \$40,000,
3 competitively sourced contracts must be used for any vehicle with a purchase price more than
4 \$25,000, and written quotes must be obtained for any vehicle with a purchase price of \$25,000
5 or less. The City Manager is directed to create a separate purchasing file related to vehicle
6 purchases made under the authority granted by this resolution and is further directed to file a
7 report with the City Clerk regarding all purchases made under this authority within 30 days of
8 the authority's expiration. This authority expires at 5:00 p.m. on June 1, 2023.

Resolution No. 665-22

Introduced in Council:

June 6, 2022

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 665-22 – Authorizing the Mayor or City Manager to enter into an Agreement with WesBanco, Inc. for a Standby Letter of Credit in the amount of \$500,000 for a term starting July 1, 2022. Cost of the letter is 0.5% of the amount issued. This letter of credit provides security in lieu of a surety bond for liability of potential workers' compensation claims as a self-insured employer. The letter of credit is subject to review and final approval by legal counsel for the City.

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

That the Mayor or City Manager is authorized to enter into an Agreement with WesBanco, Inc. for a Standby Letter of Credit in the amount of \$500,000 for a term starting July 1, 2022. Cost of the letter is 0.5% of the amount issued. This letter of credit provides security in lieu of a surety bond for liability of potential workers' compensation claims as a self-insured employer. The letter of credit is subject to review and final approval by legal counsel for the City.

Resolution No. 666-22

Introduced in Council:

June 6, 2022

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 666-22 – Approving the renewal of that certain lease between the City of Charleston and the YWCA of Charleston, West Virginia, Inc., dated September 19, 2017, relating to the use of the building and property located 201 Donnally Street to provide childcare services, including infant and toddler development, preschool, after-school and summer camp, and other related services.

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

That the renewal of that certain lease between the City of Charleston and the YWCA of Charleston, West Virginia, Inc., dated September 19, 2017, relating to the use of the building and property located 201 Donnally Street is approved.

YWCA IS ON A MISSION

022 LEADERS FOR CHANGE

Trust WV Foundation
Covva Insurance
C Energy Foundation
The Huntington National Bank
Charleston Area Medical Center
OMAX Business Systems
Reylock Energy

YWCA CHARLESTON

426 Kanawha Blvd. East
Charleston, WV 25301

Phone: 304.340.3594
Fax: 304.340.3614

YWCA RESOLVE FAMILY ABUSE PROGRAM

Administrative: 304.340.3554
24/7 Crisis Line: 304.340.3549

YWCA SOJOURNER'S SHELTER FOR HOMELESS WOMEN AND FAMILIES

Administrative: 304.340.3553
Shelter: 304.340.3562

YWCA RACIAL JUSTICE PROGRAM

304.340.3594

YWCA MEL WOLF CHILD DEVELOPMENT CENTER

304.340.3560

YWCA SHANKLIN CENTER

304.209.5711

YWCA ALICIA MCCORMICK HOMES

304.209.5711

YWCA EMPOWERMENT HOMES FOR WOMEN

304.209.5711

YWCA PAST & PRESENT GENTLY USED CLOTHING

304.340.3646

eliminating racism
empowering women
ywca
Charleston, WV



May 17, 2022

Andrew Backus, Director-MOECD
City of Charleston
PO Box 2749
Charleston, WV 26630

Dear Mr. Backus:

It has come to my attention that the YWCA Mel Wolf Child Development Center's 5 year lease term for the building we use for childcare, pre-school and after school programming located at 201 Donnally Street, ends on September 19, 2022.

The current lease includes a five year extension under the same terms, but requires the YWCA to submit a written notice to the City requesting the extension at least 90 days prior to the expiration of the lease, which would be June 18, 2022. With this time frame soon to be upon us, I am formally (and gratefully!) requesting that the City once again provide to the YWCA a new 5 year lease with the same terms, including having capacity to extend it for another 5 years after the new lease expires.

My understanding is that the City will present our extension and the new lease to City Council for approval by resolution.

One small fix with the lease would be to change the YWCA's name on the lease from "Young Women's Christian Association of Charleston, West Virginia, Inc." to our current legal name "YWCA of Charleston, West Virginia, Inc."

In addition, please extend my deepest gratitude to the Mayor and City Council Members for this important collaborative partnership.

Please feel free to contact me if you have any questions about this situation.

Thank you very much!

Debby Weinstein, CEO
YWCA Charleston, WV
304-395-1828

deb@ywcacharleston.org

cc: City Attorney Kevin Baker

City of Charleston
and
Young Women’s Christian Association of Charleston, West Virginia, Inc.

LEASE AGREEMENT

Mel Wolf Child Development Center
201 Donnally Street, Charleston, West Virginia

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LEASE AGREEMENT

This Lease Agreement (the "Lease"), dated as of the 14th day of September 2017, by and between the **CITY OF CHARLESTON**, a West Virginia municipal corporation (the "City") and the **YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF CHARLESTON, WEST VIRGINIA, INC.**, a West Virginia nonprofit corporation (the "Tenant");

RECITALS

WHEREAS, the City has power and authority to lease any of its property pursuant to Chapter 8, Article 12, Section 18 of the West Virginia Code of 1931, as amended;

WHEREAS, pursuant to Chapter 8 of the West Virginia Code of 1931, as amended, the City has power and authority to provide children services and lease its property to an independent entity for the purpose of operating a facility to provide children services in consideration for the provision of services for which the City otherwise would make direct expenditures;

WHEREAS, the City Council by Resolution has authorized this Lease Agreement after notice and a hearing;

WHEREAS, the Tenant has requested that the City lease to it the Premises (as defined in Article 6, Section A of this Lease Agreement) duly authorized by proper corporate action, and the Tenant is not prohibited under the terms of any outstanding deed of trust, mortgage, loan agreement or other instrument or evidence of indebtedness of whatever nature from entering into this Lease Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Lease Agreement and affirmatively so represents to Issuer;

WHEREAS, the Tenant operates the Mel Wolf Child Development Center (as defined in Article 6, Section A of this Lease Agreement) to provide State-licensed childcare services to families;

NOW THEREFORE, in consideration of the rents and mutual agreements set forth herein, City and Tenant hereby agree as follows:

ARTICLE 1. THE LEASE

A. Lease

City hereby lets, leases and demises unto Tenant, and Tenant hereby takes and hires from City, the Premises, as defined in Article 6, Section A herein.

B. Term

The term of this Lease Agreement shall be for a period of five (5) years (the "Initial Term"), commencing on the date as stated in the initial paragraph of this Lease Agreement, and

expiring at midnight of its fifth anniversary (the "Expiration Date"). Tenant may request an extension of the term of this Lease for one (1) consecutive five (5) year period (the "Extension Term"), upon the same terms and conditions as contained in this Lease. To request the extension, Tenant shall give City written notice ("Tenant's Extension Request") at least ninety (90) days prior to the expiration date of the Initial Term. Tenant's Extension Request shall be effective to extend the Term of the Lease subject to approval of the Request by Resolution of the City Council and without any further documentation other than such approved Resolution. Passage of the Resolution and Tenant's Extension Request shall evidence intent by both parties to renew the Lease.

Any holding over by Tenant or retention of the Premises shall not be construed as renewing or extending this Lease Agreement in any manner whatsoever; but it may, at the option of City, be construed as creating a tenancy from month to month and on the same other provisions and conditions herein contained insofar as applicable, terminable by either party on thirty (30) days written notice. Tenant shall be subject to all the conditions of this Lease excepting the term.

If Tenant has met all its obligations under this lease and is not in breach, Tenant may, at Tenant's option, terminate this Lease prior to the expiration hereof if City defaults in the performance of any of City's covenants, conditions or obligations hereunder and such default by City continues unremedied for a period of ninety (90) days from and after the date on which Tenant has mailed to City a written notice of such default; *Notwithstanding*, Tenant agrees and understands Tenant shall remain liable for any amounts owed to third parties and secured by this Leasehold.

C. Consideration

In exchange for the leasehold interest granted by this Lease, Tenant covenants and agrees to provide to the City the following fair and adequate consideration:

Agreement to Provide Essential Services for City Residents/City Budget Reduction. Pursuant to Charleston City Code Section 3013, the Mel Wolf Child Development Center provides social services and educational activities within the City of Charleston that the City could provide. Tenant's covenants, enumerated in Article 3 of this Lease, to operate and manage the services and activities and to manage, maintain and insure the Premises reduce significantly the City's budgeted expenditures and resources in providing essential services for its infant and child population during the term of this Lease.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES

Tenant represents and warrants to City that as of the date of execution of this Lease Agreement:

A. Premises As Is

Tenant hereby acknowledges that it or its agents have inspected the Premises, and Tenant hereby agrees to accept the Premises "AS IS, WHERE IS" in its present condition.

B. Corporate Authority

Tenant is a non-profit corporation organized and existing under the laws of the State of West Virginia; and Tenant has full legal right, power and authority to enter into this Lease Agreement and to carry out and consummate all transactions contemplated hereby; and by proper corporate action has duly authorized the execution, delivery and performance of this Lease Agreement.

C. Executor's Authority

The officer of the Tenant executing this Lease Agreement is duly and properly in office and fully authorized to execute the same.

D. Delivery

This Lease Agreement has been duly authorized, executed and delivered by the Tenant.

E. Binding

This Lease Agreement will constitute the legal, valid and binding agreement of Tenant enforceable against Tenant in accordance with its terms; except as enforcement of such agreement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought.

F. No Conflict with Other Agreements

The execution and delivery of this Lease Agreement and the fulfillment of or compliance with its terms and conditions will not conflict with or constitute a violation or breach of or default under Tenant's Articles of Incorporation, its Bylaws or any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which Tenant is a party or by which any of it or its properties are otherwise subject or bound.

G. No Litigation or Default

There is no action, suit, proceeding, inquiry or investigation, before or by any court or federal, state, municipal or other governmental Issuer, pending, or to the knowledge of Tenant, after reasonable investigation, threatened, against or affecting Tenant or the assets, properties or operations of Tenant which, if determined adversely to Tenant or its interests, would have a material adverse effect upon this Lease Agreement. Tenant is not in default with respect to any

order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental Issuer, which default might have consequences that would materially and adversely affect the consummation of this Lease Agreement. All tax returns (federal, state and local) required to be filed by or on behalf of Tenant have been filed, and all taxes shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by Tenant, in good faith, have been paid or adequate reserves have been made for the payment thereof.

H. Compliance with Law

Tenant currently complies in all material respects, with all federal, state and local laws, regulations and ordinances relating to its business.

I. Charitable Organization

Tenant, (1) is an organization described in Section 501(c)(3) of the Code; (2) has received a letter or letters from the Internal Revenue Service to that effect; (3) such letter or letters have not been modified, limited or revoked; (4) is in compliance with all terms, conditions and limitations, if any, continued in such letters; (5) the facts and circumstances which form the basis of such letters continue substantially to exist as represented to the Internal Revenue Service; (6) is not aware of any facts or circumstances that could cause a revocation of such letters; and (7) is exempt from federal income taxes under Section 501(a) of the Code. To the extent consistent with its status as a non-profit entity described in Section 501(c)(3) of the Code, Tenant agrees that it will not take any action or omit to take any action, nor allow Tenant to take or omit any action if such action or omission would cause any revocation or adverse modification of such federal income tax status of Tenant.

ARTICLE 3. COVENANTS

A. Charity

Premises Shall Remain Charitable Facility. Tenant shall occupy and use the Premises only for the charitable purpose of providing childcare services such as, but not limited to, infant and toddler development, preschool, after-school and summer camp, and providing other services for the infant and child population of the City of Charleston, and other uses incidental thereto. Tenant's occupancy and use of the Premises shall be in compliance with all applicable laws, statutes, ordinances and rules.

Tenant Shall Remain Charity. Tenant will maintain its corporate existence and charitable status with the State of West Virginia and United States Internal Revenue Service. For purposes of this Lease Agreement, Tenant will not consolidate or merge with or sell or convey all or substantially all of its assets to another entity except as permitted by the City's prior written consent.

B. Prohibitions

Tenant shall not use or occupy the Premises or permit the same to be used or occupied for any purpose or in any manner that:

1. Is unlawful or in violation of any applicable legal, governmental or quasi-governmental requirement, ordinance or rule;
2. May be dangerous to persons or properties;
3. May create a nuisance, disturb any the occupants of neighboring properties or injure the reputation of the Premises;
4. Violates any restrictions, rules or regulations with respect to the Premises promulgated by City or imposed by any covenant or servitude of record;
5. May be deemed hazardous by City due to risk of fire or other event or due to the nature of materials used or stored in or upon the Premises;
6. May cause damage to any of the improvements upon the Premises, ordinary wear and tear excepted;
7. May invalidate any policy or policies of insurance now or hereinafter carried on the Premises by City or that may increase the rate of insurance thereon;

C. Liens; Encumbrances

Tenant shall not mortgage, assign offer as collateral or otherwise encumber its rights under this Lease Agreement without express, written consent from City for each and every assignment, sublease or encumbrance to each and every party. Consent by City for an encumbrance does not waive City's right to object to any and all subsequent assignments, subleases or encumbrances. City disclaims any claim by a third party to any right, title or interest not in accordance with this Lease Agreement.

D. Federal Laws and Regulations

Tenant hereby acknowledges that Federal funds may be used on the Premises, and Tenant hereby covenants and agrees to comply with all Federal laws and regulations applicable to the use and occupancy of the Premises, including, without limitation, such laws and regulations governing non-discrimination in the providing of services.

E. Alterations

1. *Prohibited.* Tenant shall not, without the prior written consent of City, make or cause to be made any alterations, improvements, additions or installations in or to the Premises. If City so consents in writing, all such alterations, improvements, additions or installations in and to the Premises shall become part of the Premises

at the time of their installation and shall remain in the Premises at the expiration or possession of the Premises without compensation or credit to Tenant. *Notwithstanding*, Tenant may remove trade fixtures used by Tenant in connection with Tenant's business provided that Tenant repairs any damage to the Premises arising from such removals; any such trade fixtures not so removed prior to the end of the Term of this Lease shall become the sole property of City and no accounting or reimbursement thereof will be made to Tenant or to Tenant's account. City shall be responsible for any alterations and improvements to only the roof and exterior of the Premises, but only as so long as such alteration or improvement is not necessitated in any way by Tenant's fault or negligence.

2. *Hold Harmless.* Tenant shall indemnify and save City harmless from any and all mechanics', materialmen's and laborers' liens associated with any such work performed on the Premises. Before the commencement of any such work, Tenant shall pay the amount of any increases in premiums on insurance policies for which this Lease provides because of policy endorsements necessary to cover the risk during the course of the work. In addition, if the estimated cost of work shall exceed Five Thousand Dollars (\$5,000.00), Tenant shall on its own or via its building contractor, without cost to City, furnish City, unless City waives the same in writing, a performance bond written by a surety acceptable to City in an amount equal to the estimated cost of the work, guaranteeing the completion of work, free and clear of all liens, encumbrances and security interests according to plans and specifications approved in writing by City before the commencement of the work.

F. Maintenance of the Premises

Common Areas. City shall be responsible for maintenance of parking areas, sidewalks and steps, except that Tenant shall be responsible for snow and ice removal. Tenant shall be responsible for maintaining the landscaping on the Premises at Tenant's expense, including but not limited to cutting grass and shrubs.

The Mel Wolf Child Development Center. Responsibility for the maintenance and repair of the Mel Wolf Child Development Center is as follows:

City is responsible for repair of structural problems or capital improvements, except that the cost of performing any of such repairs caused by the negligence of Tenant, Tenant's employees, agents, servants, licensees, contractors or invitees or due to the failure of Tenant to perform Tenant's obligations under this Lease shall be paid by the Tenant except to the extent of insurance proceeds, if any, actually collected by City with regard to the damage necessitating such repairs. As approved by its City Manager, the City will repair electric receptacles, light fixtures, distribution panels, city-owned alarm systems, city-owned heating, ventilation and air conditioning (HVAC) equipment, plumbing fixtures and valves, exterior doors and windows, and surfaces (that is, brick, block and siding), roof, gutters, flashings, parking lots and driveways. Tenant agrees to notify City immediately of any repairs required to be made by City hereunder.

Tenant, at Tenant's expense, shall keep and maintain the Mel Wolf Child Development Center and fixtures in good order and repair, and in a clean, healthful, sanitary condition and repair and in accordance with all applicable legal, governmental and quasi-governmental requirements, ordinances and rules, including providing customary janitorial services in the Mel Wolf Child Development Center. Tenant must fix routine plumbing problems including without limitation clogged toilets and drains. Tenant must fix water and wastewater stoppages, misuse and breakage of any and all fixtures and plumbing equipment including traps and faucet replacement. Tenant must replace light bulbs, globes, lighting shields. Tenant must maintain in working order all tenant-owned alarm systems and tenant-owned HVAC equipment and replace all filters. Tenant must maintain interior walls and ceilings, is responsible for painting, floor coverings, stair treads, hand rails, interior doors and windows, and any repairs necessary to comply with city, state and fire marshal codes. Tenant is responsible for all appliances, including refrigerators, freezers, dishwashers, washers and dryers including without limitation removal of dryer lint.

Resolution of Ambiguity. In the event responsibility for resolution of a physical problem relating to the Real Estate or improvements thereon is ambiguous, Tenant shall be responsible.

G. Utilities

To the extent necessary, Tenant can and shall pay all utilities including without limitation water, wastewater, sewer, electricity, natural gas, fire service, incinerator, trash collection, cable television, telephone, and subscription security service, as well as any other utility or service used on or supplied to the Premises, including the cost of installation, maintenance or replacement thereof. Tenant shall make all arrangements directly with the companies servicing a building on the Premises for utilities and services in the Premises desired by Tenant. Tenant understands and is aware that all utilities and services shall be furnished to the Premises by third parties and Tenant covenants and agrees that City shall not be liable or responsible for any damage on account of the failure at any time of the third parties to supply such utilities and services due to strikes, lockouts, boycotts, labor disturbances, accidents, or any other cause beyond City's control, or by virtue of any direction, order or regulation of any Federal, State, County, City, or local authority. City agrees to fully cooperate with Tenant in securing and maintaining all utilities and services.

H. Insurance

Tenant covenants and agrees that (i) from and after the Commencement Date of this Lease, Tenant shall carry and maintain at Tenant's sole cost and expense insurance in the amounts and in the forms as specified in this Subsection 3(H), (ii) Tenant shall provide primary coverage for all such policies, and all such policies shall reflect that Tenant is responsible for all deductibles, and (iii) Tenant shall name the City of Charleston as an additional insured on all its policies for purposes of this Lease Agreement and the Insurance and Indemnity provisions herein.

Casualty Insurance. Tenant shall *not* be required to obtain casualty insurance on the Premises or improvements thereon, unless otherwise agreed in writing by City and Tenant.

Public Liability Insurance. Tenant shall keep in full force and effect public liability insurance in respect to the use and occupation of the Premises, naming both City and Tenant as insureds, in the amount of One Million Dollars (\$1,000,000.00) per person, One Million Dollars (\$1,000,000.00) per occurrence on account of personal injury to or death of one or more persons, and Five Hundred Dollars (\$500,000.00) on account of damage to property. To accommodate inflation and increases in costs, at the request of City, Tenant shall obtain increased amounts of public liability coverage based on amounts ordinarily obtained by organizations providing similar services.

Tenant's Personal Property. Tenant shall have in full force and effect all risk coverage for the full value of all of Tenant's equipment, trade fixtures, furnishings and all items of personal property which may be in or upon the Premises. City, its employees and agents, shall not be liable for loss of or damage to Tenant's equipment, trade fixtures, goods, furnishings and items of personal property placed in or upon the Premises from accidents, conditions, or casualty occurring in, on or about the Premises whether or not due to City's negligence.

City's Right to Approve Policies of Insurance. All policies of insurance referred to hereinabove shall be written in such form and by such insurance company or companies satisfactory to City. Tenant shall pay all of the premiums therefor and shall deliver such insurance policies or certificates thereof to City. Each insurer mentioned hereinabove shall agree, by endorsement on the policy or policies issued to Tenant, or by independent instrument furnished to City, that it will give City thirty (30) days' written notice before any policy or policies of insurance are altered or canceled. City shall not unreasonably withhold their approval as to the form of such insurance or the insurance company or companies selected by Tenant. The cost of insurance required to be carried by Tenant hereinabove shall be deemed to be an additional rental hereunder.

City's Right to Pay Premiums on Behalf of Tenant. In the event Tenant fails to either effect such insurance in the amounts herein called for, or to pay the policy premiums, or to deliver such policy or certificate thereof to City, City shall be entitled, but shall have not the obligation, to effect such insurance and pay the premiums therefor, which premiums shall be payable to City upon written demand to Tenant therefor. Each insurer mentioned hereinabove shall agree by endorsement on the policy or policies issued by it or by independent instrument furnished to City, that it will give City thirty (30) days written notice before the policy or policies in question shall be altered or cancelled.

I. Taxes

In the event the Premises incur taxes whether for real or personal property, Tenant shall pay all taxes on real property and personal property as the same become due and payable.

J. Assignment; Sublease

Tenant shall not assign this Lease Agreement in whole or in part without first obtaining the express written consent of City. Any such attempted assignment without express written consent shall be considered a breach of this Lease Agreement, but shall not relieve Tenant in any way of Tenant's obligations hereunder. Pursuant to Article 5, Section H, recordation of this Lease Agreement or Memorandum of Lease in the records of the County Clerk shall serve as notice to any third party that any attempted assignment, sublease or encumbrance by Tenant without express written consent of City is void; this provision is controlling over any other provision in this Lease Agreement. For purposes of this Lease Agreement, Tenant shall not consolidate or merge with or sell or convey all or substantially all of its assets to another entity except as permitted by the City's prior written consent.

K. City's Right to Inspection

Tenant shall allow City or its employees, agents or representatives free access to the Premises and any improvements thereon during reasonable hours for the purpose of examining the same to ascertain if the same are in good repair and condition. Moreover, at City's sole will and discretion, City shall have access to the Premises to make repairs or alterations to the Premises; provided, that City does not unreasonably interfere with Tenant's use of the Premises. Such inspection, however, shall in no way oblige City to make any such repairs not their obligation under this Lease Agreement. City shall have the further right to show the Premises and any improvements thereon to prospective occupants during the period of ninety (90) days before the expiration of the term of this Lease.

L. Waiver of Claims and Indemnity

1. *Assumption of Risk.* Tenant hereby assumes all responsibility and legal liability for bodily injury to, loss of use or destruction of any property of Tenant or any third party, including, but not limited to agents, employees, guests, students, clients, licensees, invitees or customers of Tenant caused by or arising out of any defects in or conditions of the Premises or improvements on the Premises now existing or hereinafter existing, including, without limitation, all sidewalks, walkways or parking areas adjacent or appurtenant to the Premises. This paragraph is intended to encompass all defects to or conditions of the Premises or improvements on the Premises and adjacent ways including, but not limited to, those conditions caused by fire, water, explosion, wind, snow, ice or other casualty.
2. *Waiver and Indemnification.* Tenant will pay and will indemnify, defend and hold the City, including any person at any time serving as a director, officer, employee, agent or consultant of the City, harmless from and against all claims, liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees), suits and judgments of any kind arising out of injury to or death of any person or damage to property in or upon the Premises or any violation of any law, ordinance or regulation affecting the Premises. To the full extent permitted by law, Tenant hereby releases and waives all claims against City and its employees and agents,

for injury, death or damage to persons, property or business sustained for any reason in and about the Premises by Tenant, its agents, employees, guests, students, clients, licensees, invitees or customers, other than injury, death or damage caused by the gross negligence of City, its employees or agents. Tenant agrees to indemnify and hold harmless City, its employees and agents, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature, including reasonable attorney's fees, arising from injury, death or damage of any person, property or business sustained for any reason in or about the Premises, provided, however, Tenant's obligations hereunder shall not apply to death, injury or damage resulting from the gross negligence of City, its employees or agents. If any such proceeding is brought against City, its employees or agents, Tenant covenants, if requested by City, to defend such proceeding at Tenant's sole cost by legal counsel reasonably satisfactory to City. No covenant or agreement contained in this Lease Agreement will be deemed to be the covenant or agreement of any board member, officer, attorney, agent or employee of the City or Tenant in an individual capacity. No recourse will be had for any payment or any claim against any officer, board member, agent, attorney or employee of the City or Tenant past, present, or future, or its successors or assigns, or any successor corporation, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all liability of such board members, officers, agents, attorneys or employees being released as a condition of and as a consideration for the execution and delivery of this Lease Agreement. The indemnifications set forth herein shall survive the termination of the Lease Agreement.

M. Nondiscrimination

Tenant shall assure that that the Premises will be open to all, in accordance with federal laws and regulations, state laws and regulations, and Codes and Ordinances of the City.

N. Survey of Tenant's Improvements

Tenant shall not be required to have a licensed surveyor survey the Premises as a condition precedent to this Lease Agreement.

ARTICLE 4. EVENTS OF DEFAULT AND REMEDIES

A. Events of Default

Each of the following events shall constitute and be referred to herein as an "Event of Default."

1. *Materially Incorrect Representation or Warranty.* If any material representation or warranty made by Tenant herein shall at any time prove to have been incorrect in any respect as of the time made.
2. *Failure to Perform Covenant.* If Tenant shall fail to observe or perform any other covenant, condition, agreement or provision in this Lease Agreement on its part to be observed or performed, or shall breach any warranty by Tenant herein contained, for a period of thirty (30) days after written notice, specifying such failure or breach and requesting that it be remedied, has been given to Tenant by the City; except that, if such failure or breach cannot be remedied within such thirty-day period and if Tenant has taken all action reasonably possible to remedy such failure or breach within such thirty-day period, such failure or breach shall not become an Event of Default for so long as Tenant shall diligently proceed to remedy such failure or breach in accordance with and subject to any directions or limitations of time established by the City.
3. *Cessation of Services.* In the event Tenant should permanently cease to provide services to the public, the Lease shall automatically terminate and control and possession of the property shall revert to and vest in the city, and such nonprofit organization shall thereafter have no right, title, or interest therein or thereto.

B. Remedies on Event of Default

If an Event of Default shall occur, then, and in each and every such case during the continuance of such Event of Default, the City may take such action as it deems necessary or appropriate to enforce performance and observance of any obligation or agreement of Tenant hereunder or to protect the interests securing the same, and may, without limiting the generality of the foregoing:

1. Terminate this Lease without further notice to or demand upon Tenant, and City may, at its option, reenter and repossess the Premises with or without force, and re-rent the same for the whole or any part of the unexpired portion of the term of the Lease;
2. Exercise any or all rights and remedies given hereby or available hereunder or given by or available under any other instrument of any kind securing Tenant's performance hereunder;
3. Take other acts or steps as may be available at law or in equity to collect the payment required hereunder then due, whether on the stated due date or by declaration of acceleration or otherwise, for damages or for specific performance or otherwise to enforce performance and observance of any obligation, agreement or covenant of Tenant hereunder; and

4. Tenant shall remain personally liable for any amounts owed to third parties and secured by this Leasehold.

C. Discontinuance or Abandonment of Default Proceedings

If any proceeding taken by the City on account of any Event of Default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the City, then and in every case the City and Tenant shall be restored to their former position and rights hereunder, respectively, and all rights, remedies and powers of the City shall continue as though no such proceeding had taken place. The rights and limitations of the Parties to this Lease Agreement would be restored against each other, including any rights and limitations that had been assigned to third parties.

D. Remedies Cumulative; No Ongoing Waiver

No remedy conferred upon or reserved to the City hereby or now or hereafter existing at law or in equity or by statute, shall be exclusive but shall be cumulative with all others. Such remedies are not mutually exclusive and no election need be made among them, but any such remedy or any combination of such remedies may be pursued at the same time or from time to time so long as all amounts realized are properly applied and credited as provided herein. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient by the City. In the event of any waiver of a Event of Default hereunder, the parties shall be restored to their former positions and rights hereunder, but no such waiver shall extend to any other or subsequent Event of Default or impair any right arising as a result thereof.

E. Attorneys' Fees and Other Expenses

If, as a result of the occurrence of an Event of Default, the City employs attorneys or incurs other expenses for the enforcement of performance or observance of any obligation or agreement on the part of Tenant, Tenant will, on demand, reimburse the City for the reasonable fees of such attorneys and such other reasonable expenses so incurred.

F. Notice of Default

Tenant agrees that, as soon as is practicable, and in any event within five (5) days, Tenant will furnish the City notice of any event which is an Event of Default pursuant to Section A of this Article which has occurred and is continuing on the date of such notice, which notice shall set forth the nature of such event and the action which Tenant proposes to take with respect thereto.

G. Mediation

If, within 30 days after written notice of termination by one party and before or after institution of legal proceedings, both parties have not succeeded in resolving all disputed issues between them, each party has the right to commence mediation at its cost by providing to the

other party written notice of a request for mediation. The parties shall choose a mediator within 15 days after such request for mediation, and the mediation process shall be concluded no later than 30 days after the selection of the mediator. The parties agree that there is no right to arbitration under this Lease Agreement.

ARTICLE 5. MISCELLANEOUS

A. Personal Property Lien

City hereby reserves to City, a lien against all personal property and improvements brought upon the Real Estate (including without limitation the Mel Wolf Child Development Center) by Tenant to secure payments of all monetary sums which may become payable under this Lease Agreement or incident thereto. If Tenant is in default hereunder, Tenant's personal property shall not be removed until such defaults are corrected.

B. Force Majeure

City shall not be deemed in default with respect to any of the terms, covenants and conditions of this Lease if City fails to timely perform the same due in whole or in part to any strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, or fuel shortages, accidents, casualties, acts of law, acts of God, acts caused directly or indirectly by the other party to this Lease, or their agents, employees or invitees, or any other cause beyond the commercially reasonable control of the City.

C. Damage or Destruction of Premises

If the Premises shall be damaged or destroyed during the term of this Lease by fire or other insurable casualty, City may, at its option initiate repairs to restore the same to substantially the condition it was in upon commencement of the Initial Term of this Lease. City shall be entitled to collect and receive all insurance proceeds payable by reason of such damage or destruction to the Premises, excluding any personalty or removable fixtures of Tenant. If, however, the Premises should be damaged or destroyed by any cause so that City shall decide to demolish or to completely rebuild the Premises, City may, within sixty (60) days after such damage or destruction, give Tenant written notice of such decision and thereupon this Lease shall be deemed to have terminated as of the date of such damage or destruction and Tenant shall immediately quit and surrender the Premises to City.

D. Eminent Domain

In the event a taking of the Premises by eminent domain occur that renders the Premises unusable for Tenant, Tenant shall have the right within ten (10) days after receiving notice of the taking to terminate this Lease by written notice to City of Tenant's intention to terminate.

E. Successors

The terms, conditions, covenants and agreements herein contained shall extend to, inure to the benefit of and be binding upon the parties hereto and their respective personnel, representatives, successors and assigns.

F. No Brokerage Commission

City and Tenant mutually warrant with one another that no real estate brokers are entitled to a commission as a result of producing this Lease and that neither party employed or engaged a real estate broker or agent to effectuate this Lease.

G. Notice

All notices to be given hereunder by either party shall be in writing and shall be sent by Certified Mail, Return Receipt Requested, to City and to Tenant at the addresses stated below:

CITY:

Director
Mayor's Office of Economic and Community Development
City of Charleston
P.O. Box 2749
Charleston, WV 26330

With a copy to:

City Attorney
City of Charleston
P.O. Box 2749
Charleston, WV 26330

With an optional facsimile copy to (304) 348-0770

TENANT:

Chief Executive Officer
Young Women's Christian Association of Charleston, West Virginia, Inc.
1426 Kanawha Boulevard
Charleston, WV 25301

With an optional facsimile copy to (304) 340-3614

H. Recordation of Lease Agreement; Memorandum of Lease

Either party may record this Lease Agreement or a Memorandum of Lease. The party requesting that the Lease or Memorandum of Lease be recorded shall prepare and pay all costs of preparation and recording.

ARTICLE 6. INTERPRETATION

A. Definitions

“Premises” means the Real Estate, the Mel Wolf Child Development Center improvements and all fixtures of the Mel Wolf Child Development Center.

“Real Estate” means the real estate more particularly described in APPENDIX A – REAL ESTATE DESCRIPTION of this Lease Agreement.

“Mel Wolf Child Development Center” means all the improvements existing as of August 1, 2007 on the Real Estate, that is, the child facility including classrooms and playground for children between the ages of approximately 6 weeks through 12 years.

B. Governing Law

This Lease Agreement shall be governed by and construed according to the laws of the State of West Virginia applicable to contracts made and performed within such State.

C. Construction

1. General

Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender, as appropriate.

All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Lease Agreement; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Lease Agreement as a whole and not to any particular Article, Section or subdivision hereof.

2. Captions

Headings of articles and sections herein and any table of contents are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

3. Time of the Essence; Non-Business Days

Time shall be of the essence of this Lease Agreement and the performance of all obligations hereunder. When any action is provided for herein to be done on a day named or within a specified time period, and the day or the last day of the period falls on a day other than a Business Day, such action may be performed on the next ensuing Business Day with the same effect as though performed on the appointed day or within the specified period.

4. *Severability*

If any covenant, agreement or provision, or any portion thereof contained in this Lease Agreement, where the application thereof to any Person or circumstance is held to be unconstitutional, invalid or unenforceable, it shall be limited only to the extent required to hold it constitutional, valid or enforceable, and the remainder of this Lease Agreement and the application of such covenant, agreement or provision, or portion thereof, to other persons or circumstances, shall be deemed severable and shall not be affected thereby, and this Lease Agreement shall remain valid and enforceable.

5. *Counterparts*

This Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

6. *Entire Agreement*

This Lease Agreement, together with all agreements and documents incorporated by reference herein, constitutes the entire agreement of the parties and is not subject to modification, amendment, qualification or limitation except as expressly provided herein.

7. *Amendments and Supplements*

This Lease Agreement may be amended, changed or modified only by the written agreement of the parties.

8. *Binding Effect on Successors and Assigns*

This instrument shall inure to the benefit of and shall be binding upon the City and Tenant and their respective successors and assigns, subject to the limitations contained herein.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

IN WITNESS WHEREOF, City and Tenant have caused this Lease Agreement to be executed as of the date and year first written above.

CITY OF CHARLESTON

YOUNG WOMEN'S CHRISTIAN ASSOCIATION
OF CHARLESTON, WEST VIRGINIA, INC.

By:

DAVID MOLGAARD
Its City Manager

By:

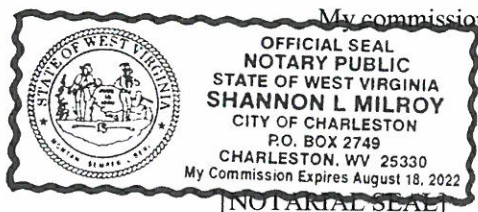
Print Name: Debby Weinstein

Its:

Chief Executive Officer - YWCA

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this 19th day of September, 2017, by DAVID MOLGAARD, the City Manager of the CITY OF CHARLESTON, a West Virginia municipal corporation, for and on behalf of the municipal corporation.



[Signature]
Notary Public

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this 2 day of October, 2017, by Debby Weinstein, the CEO of YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF CHARLESTON, WEST VIRGINIA, INC., a West Virginia nonprofit corporation, for and on behalf of the corporation.

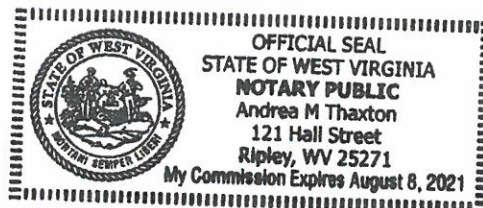
My commission expires:

August 8, 2021

[Signature]
Notary Public

[NOTARIAL SEAL]

143120/00023



Appendix A. REAL ESTATE DESCRIPTION

201 Donnally Street

By Deed dated the 17th day of August 1981 conveyed to the CITY OF CHARLESTON by the CHARLESTON URBAN RENEWAL AUTHORITY, a public body corporate established pursuant to Chapter 16, Article 18, Section 4, Code of West Virginia, of 1931, as amended, and recorded in the Office of the Clerk of the County Commission, Kanawha County, West Virginia, in Deed Book 1984 at Page 546, the City of Charleston has all of that certain parcel of land, together with the appurtenances thereunto belonging, situate in the City of Charleston, Kanawha County, West Virginia, bounded and described as follows:

BEGINNING at an old concrete nail in the westerly line of Donnally Street at the north-easterly corner of the parcel of land containing 20,751.55 square feet heretofore conveyed by deed dated March 10, 1975, by Charleston Urban Renewal Authority to Trustees of Metropolitan Baptist Church recorded in the office of the Clerk of the Kanawha County Commission in Deed Book 1753, page 708, said beginning corner also being located N. 6° 59' W. a distance of 158.00 feet from the intersection of the said westerly line of Donnally Street with the northerly line of McCormick Street, and running thence from said beginning point with the northerly line of said Church parcel N. 86° 54' 27" W. a distance of 133.47 feet to an iron pin in an easterly line of a tract of land presently owned by The Housing Authority of the City of Charleston; thence running with a part of said line, N. 8° 46' W. a distance of 190.39 feet to an old iron pin (found) at fence angle; thence running with said fence, S. 85° 13' E. a distance of 64.07 feet to an iron pin at fence angle; thence running with said fence, N. 6° 43' W. a distance of 76.59 feet to an old concrete monument (found) in the southerly line of Clendenin Street located at a corner of said tract of said Housing Authority; thence leaving said tract and running with the southerly line of said Clendenin Street, S. 85° 31' E. a distance of 77.01 feet to an iron pin at the intersection of the said southerly line of Clendenin Street with the westerly line of Donnally Street; thence running with said westerly line of said Donnally Street, S. 6° 43' E. a distance of 261.89 feet to the place of beginning, containing Thirty-one Thousand Twenty-two Square Feet and Six One-hundredth of another Square Foot, (31,022.06 Square Feet), more or less, according to a survey made on the ground by Field Engineering Company of Charleston, West Virginia, and a map prepared therefrom entitled, "MAP SHOWING DISPOSITION PARCEL NO. 21 TRIANGLE URBAN RENEWAL PROJECT W. VA. R-21 LOCATED IN THE CITY OF CHARLESTON, W. VA. OWNED BY CHARLESTON URBAN RENEWAL AUTHORITY," on a scale of one inch equals thirty (30) feet and dated October 11, 1977, which map is attached hereto, made a part hereof and recorded herewith.

THE HOUSING AUTHORITY OF THE CITY OF CHARLESTON
(WASHINGTON MANDATE)

CLENDENIN STREET
(PAVED)

CONCRETE SIDEWALK 5.00'
OLD CONE MON. (FOUND) 5.85°31'E - 77.01'
IRON PIN

2 64.3 W - 70.50'
CIRCULAR FENCE

OLD CONE MON. (FOUND) 5.85°13'E - 64.07'
IRON PIN

ESTILL STREET
(TO BE ABANDONED)

DISPOSITION PARCEL
NO. 21
31,022.06 SQ. FT.

7 84.6 W - 190.37'
CIRCULAR FENCE

IRON PIN 12 86°54'27"W - 133.47'
OLD CONE MON. 5.86°54'27"E - 140.51'

CHARLESTON URBAN
RENEWAL AUTHORITY
TO
TRUSTEES OF
METROPOLITAN BAPTIST CHURCH
MARCH 10, 1975 P.B. 3703 P.S. 708
20,751.55 SQ. FT.

MCCORMICK STREET
(PAVED)

CONCRETE SIDEWALK 5.00'

OLD CONE MON. 12 85°48'W - 129.00'

DONNALLY STREET

STREET (PAVED)

Harold W. Field
REGISTERED PROFESSIONAL ENGINEER
W.V.A. LICENSE NO. 601



MAP SHOWING
DISPOSITION PARCEL NO. 21
TRIANGLE URBAN RENEWAL PROJECT WVA. R
LOCATED IN THE CITY OF CHARLESTON, W. VA.
OWNED BY
CHARLESTON URBAN RENEWAL AUTHORITY
SCALE: 1"=30' OCTOBER 11, 1977
FIELD ENGINEERING CO.
CHARLESTON, WVA.

General Fund FY 2021-2022 Budget Amendment No. 8 - June 6, 2022

Account No.	Department	Account Description	Amount
001 386 00 0000	Revenue	Insurance Claims	(175,000)
001 910 01 000 5 566	CCCC Subsidy	Debt Service Subsidy	(44,355)
001 910 01 002 5 566	CCCC Subsidy	Operational Subsidy	(400,000)
001 910 01 005 5 566	CCCC Subsidy	Municipal Auditorium Subsidy	(55,645)
001 409 00 000 3 341	Mayor's Office	Materials and Supplies	10,000
001 412 00 000 2 220	City Manager's Office	Advertising and Legal Publications	6,000
001 417 00 000 2 222	Legal	Dues and Subscriptions	8,000
001 431 00 000 2 218	Mail Room	Postage	20,000
001 431 00 000 3 341	Mail Room	Materials and Supplies	5,000
001 436 00 000 2 220	Building Commission	Advertising and Legal Publications	2,000
001 436 00 000 2 223	Building Commission	Professional Services	10,000
001 436 00 000 2 230	Building Commission	Contracted Services	100,000
001 439 00 000 2 211	Information Systems	Telephone	50,000
001 706 00 000 2 223	Fire Department	Professional Services	25,000
001 754 00 000 2 216	Equipment Maintenance	Maintenance & Repairs - Equipment	259,000
001 800 00 000 2 230	Refuse	Contracted Services	100,000
001 900 00 000 2 219	Parks & Recreation	Building & Equipment Rents	8,000
001 900 00 000 3 341	Parks & Recreation	Materials and Supplies	67,000
001 900 00 000 3 354	Parks & Recreation	Special Event Supplies	5,000

To reallocate various lines in the General Fund Budget to align with projected actuals

001 369 12 0000	Revenue	Transfers from ARPA Fund	(148,443)
001 412 00 000 2 223	City Manager's Office	Professional Services	100,000
001 421 00 000 1 103	MOECD	Salaries & Wages - Summer Youth	45,000
001 421 00 000 1 104	MOECD	FICA	3,443

To transfer items approved in the ARPA Budget to the General Fund for reimbursement of administrative expenses related to ARPA grant implementation and to fund the Summer Youth Jobs Program expenses for FY 2022.

Reportable: To Maintain compliance with the budgetary guidelines of the State of West Virginia

Resolution No. 667-22

Introduced in Council:

June 6, 2022

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

1 Resolution No. 667-22 – Authorizing approval of Amendment No. 8 of the FY 2021-2022
2 General Fund Budget as indicated on the attached list of accounts.

3

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

5

6 That Amendment No. 8 of the FY 2021-2022 General Fund Budget as indicated on the attached
7 list of accounts is approved.

1 Resolution No. 668-22

3 Introduced in Council:

Adopted by Council:

5 June 6, 2022

7 Introduced by:

Referred to:

9 Joseph Jenkins

Finance

12 Resolution No. 668-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan
13 Act ("ARPA") funds to Alzheimer's Association, WV Chapter in the total amount of \$20,000 and
14 to execute appropriate agreements establishing the terms and conditions imposed upon the
15 recipient, including ongoing duties for reporting on expenditure and programmatic activities
16 and binding covenants to spend funds in accordance with the purposes for which such funds
17 were granted.

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

21 That the Mayor or City Manager is authorized to grant American Rescue Plan Act ("ARPA")
22 funds to Alzheimer's Association, WV Chapter in the total amount of \$20,000 and to execute
23 appropriate agreements establishing the terms and conditions imposed upon the recipient,
24 including ongoing duties for reporting on expenditure and programmatic activities and binding
25 covenants to spend funds in accordance with the purposes for which such funds were granted.
26 The grant is approved in full or in part based upon information submitted to the City in the
27 grant recipient's City of Charleston ARPA grant application, attached hereto as Exhibit A. The
28 City Manager is directed to withhold grant funding to the grant recipient should the City
29 Manager determine that the grant recipient has failed to adhere to the obligations established
30 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

Priority: Normal

Assigned To: Jonathan Storage

Due Date: Open

Attachments

- [WVALZ Revenue FY21 vs FY20.pdf](#) - 2021-11-16 03:24:11 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:**

Care & Support of Families Navigating Alzheimer's & Dementia in COVID-19 Environment

*** Organization Name:**

Alzheimer's Association, WV Chapter

*** Address:**

1601 2nd Avenue, Charleston, WV 25387

*** Primary Contact Person:**

Sharon M. Covert

Title:

Executive Director

*** Phone:**

*** Email:**

304-389-7089

smcovert@alz.org

Federal Tax ID:

13-3039601

If applicable: DUNS Number:

53445532

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:

Sharon M. Covert, Executive Director Kelli Lewis, Office Manager Teresa Morris, Program Director David Zielonka, Public Policy Manager Craig Daniels,CPA - Board Member Wallace Suttle, CPA - Board Chair Todd Swanson, Esq, Board Member Jeffrey Velepec, CFA - Board Member Angela Vance, Board Member

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

CAMC, Thomas Health Systems, WV Caring, AARP, Encova Insurance, Harmony at Southridge, Stonerise, Hospice WV, Braley Care Homes, AARP of WV, United Way of Central WV, Right at Home, Children's Dentistry, Advanced Physical Therapy, Pilot Club of the Greater Kanawha Valley, First Choice Services of WV, BB&T, Enterprise, Village Caregiving, University of Charleston, Mountain Health Network, WV Bureau of Senior Services, Charles Ryan Associates (CRA), Kanawha County Health Department, Hospice of the Kanawha Valley, BridgeValley Community & Technical College, WV Ombudsman Advisory Group - Currently, more than 39,000 West Virginians are living with Alzheimer’s disease, and over 85,000 family and friends are providing care for no fee. The Alzheimer's Association, WV Chapter is headquartered on the west side of Charleston, and is the premier source of information and support for West Virginia residents living with dementia and their families and caregivers. We offer free programs, support groups, care consultations and other support services and materials. We are committed to advocating for the needs and rights of those facing Alzheimer’s disease and advancing critical research toward methods of treatment, prevention and, ultimately, a cure. The Chapter hosts early stage social events in the Charleston office as well as community trainings and other events. Our constituents are at-risk due to age, limited access to specialists, race, and geography. The Chapter's annual Advocacy Day, Reason to Hope Mission Breakfast and Charleston Walk to End Alzheimer's take place in the city. We have 4 full-time staff members in the Charleston office and over 150 volunteers Charleston who are involved with support groups, education programs, Walk to End Alzheimer's, The Longest Day, Advocacy, and other activities. We provide a free 24/7 Helpline at 800.272.3900, at wvinfo@alz.org or 304.343.2717.

BUDGETARY OVERVIEW - Must match Budget Worksheet

* Funds Requested	* Total Program/Project Cost	Annual Organization Budget
\$20,000	\$40,000	\$900,000

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

According to the Alzheimer’s Association’s 2021 Facts & Figures report, more than 39,000 people in West Virginia are living with Alzheimer’s or another dementia, and more than 85,000 of their family members and friends are providing them with unpaid care valued at close to \$2 billion per year. Over 72% of caregivers in West Virginia have chronic health conditions of their own and 25% live with depression. Compared to the rest of the country, caregivers in our state report the 9th highest average number of hours per week providing unpaid care for their loved one with dementia. The number of individuals providing care at no charge in Charleston was reduce by approximately 21% in 2020 due to COVID-19 quarantine and it’s larger repercussions. We found that fewer people were available to provide in-home care to people with dementia, and some families were reluctant to have individuals in-and-out of their homes regularly for fear of exposure to COVID-19.

Age is the highest risk factor for developing Alzheimer’s, and we have an aging population in our state. By 2025 we project the number of people in Charleston living with Alzheimer’s will increase by 12% and will continue to climb at a staggering rate, impacting not only those living with dementia but their friends and family as well. The toll this disease takes on those living with dementia as well as their loved ones is catastrophic. Additionally, the pandemic has been particularly devastating for families impacted by dementia. The increased pressures that may be caused by COVID-19 have overwhelmed families already strained by the substantial financial, emotional, and health impacts of caring for a loved one with dementia. During the pandemic, caregivers have suffered from stress and increased isolation, and Alzheimer’s and dementia deaths in Charleston have increased by 18%. Given the magnitude of the Alzheimer’s crisis and the added challenges of COVID-19, we must continue working to increase our reach to more families across the state and in Raleigh County. An investment of \$20,000 from the Carter Family Foundation would help us in our goal to work more closely with our community partners, mobilize more volunteers, collaborate with physicians and health systems, and drive awareness of programs through advertising. The Alzheimer’s Association is a global leader in providing and promoting high-quality care and support for every generation touched by dementia. To maximize quality care and support for all affected, the West Virginia Chapter of the Alzheimer’s Association offers education programs that cover all aspects of the disease for people with dementia, their caregivers and healthcare professionals. Education on living well with dementia can improve quality of life for a family facing Alzheimer’s and reduce the likelihood of a crisis. We also provide essentiALZ®, an online certification program that recognizes individuals for knowledge of quality dementia care practices. We host caregiver support groups, where people learn about dementia and discuss their feelings and concerns in a confidential and supportive environment with a trained facilitator. Oftentimes, caregiving responsibilities cause caregivers to become isolated from opportunities for social engagement, and these groups help them feel less alone. To help families prepare for the dementia journey we provide care consultation services. Rated by caregivers as our number-one offering, care consultation is a free-of-charge care navigation service offered to families at any stage of the disease process. In a care consultation, a person living with the disease and/or a caregiver meets with an Association care consultant to develop a customized plan of care to help guide their journey. Families receive a thorough assessment of their needs, discuss available resources and support, and learn about legal and financial plans, end-of-life decisions and more. It also includes a safety assessment, in particular to address potential wandering concerns. Online programs — People living with or caring for someone with dementia can visit www.alz.org/help-support for information and resources on living with dementia at any stage. They can also access online resources such as ALZConnected®, a free online community for people living with dementia and their caregivers, and Alzheimer’s Navigator®, an online assessment tool in which people create personalized action plans for managing the challenges of Alzheimer’s. The aging of older adults in rural areas like our state creates unique challenges in access to health care, timely diagnosis and additional burden on caregivers who may provide support from a greater distance. Through targeted physician outreach, office visits, education sessions and special events, we engage healthcare providers across West Virginia and in the City of Charleston to increase the number of families that connect to our care and support programs. We have developed tools that provide clearer paths for physicians to navigate resources, diagnose cognitive impairment early and accurately and refer families to us for free resources for support and training in preparing for the progression of the disease. To dramatically expand access to quality care and support, we are working to engage more health systems to offer proven solutions for improving health outcomes and more effectively managing the cost of care for people living with dementia. Our work in this area promotes an increase in early detection, accurate diagnosis and care planning by facilitating health systems’ adoption of proven quality-improvement models. Early detection and accurate diagnosis are essential to ensuring that individuals living with dementia receive the most benefit at the earliest point possible, including access to aducanumab when appropriate. Early detection and accurate diagnosis also empower individuals to prepare legal and financial plans, seek support and participate in clinical studies, among other benefits. Additionally, we know that recruiting and training volunteers is key to our ability to reach more people with our resources and programs. By mobilizing and training a volunteer force we are able to scale our work significantly. Volunteers’ personal experiences, professional skills, local networks and unique insights into their communities’ special strengths complement our staff’s ability to provide their neighbors with valuable programs and resources, close to home. Currently a total 150 volunteers are active with the Association in the City of Charleston. 100% of our support groups are led by volunteers and a little over 60% of our monthly education programs are delivered by volunteers. Recruitment is ongoing, and collaborative conversations are being held to increase volunteers. Due to COVID, the Association has experienced a large turnover in volunteers. Continued outreach, recruitment and follow-up is necessary to maintain consistent volunteer support of the mission. All programs and services are on-going.

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?

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:

During COVID-19 and as an on-going issue, friends & family caregivers have provided 20% more hours of care and are more isolated than prior to the pandemic. The Alzheimer's Association's free care & support services, 24/7 Helpline, and support efforts are more vital now than ever in reaching families navigating the disease. Deaths from Alzheimer's increased by 16% during quarantine, with 15% of Hospice patients having Alzheimer's disease as a primary diagnosis. The Association successfully transitioned education and support groups to online access and conference call formats, which are still available for those not comfortable attending in-person events. Free care consultations and referral to services continue to provide interventions for those who do not have access to adequate respite relief and those in crisis.

5. Describe the need for this program/project:

The Alzheimer's Association is the premier provider of free care & support services for individuals with the disease and their caregivers. Individuals in our service area do not have access to an adequate number of qualified specialists, have median household incomes that are almost \$19,000 below the national average, and have limited access to respite services. The COVID-19 pandemic has presented additional barriers to service due to families taking precautions to limit exposure to COVID and the workforce providing care experiencing on-going challenges to maintain appropriate staffing levels.

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

n/a

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

The partners listed above & other community employers and organizations are vital for promoting Alzheimer's Association services and sharing our free resources.

8. How will duplication of services be prevented?

We are the only provider of 24/7 Helpline & support.

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 constituents for services include individuals with Alzheimer's and dementia, their caregivers, family members, friends, and professionals. There are approximately 1,028 individuals in Charleston with the disease and over 3,000 friends & family members providing care at no cost. Our constituents include everyone with a brain! The Association will provide information & referral services to approximately 750 individuals in Charleston. Support group and education program attendance is estimated to be around 350.

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

The Association's services are free and available to everyone.

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

In Charleston, the WV Chapter distributed over 1,000 "You Are Not Alone" flyers, 100 Caregiver Manuals, 500 Information Packets, and hosted 24 support groups meetings and 150 education programs. We performed outreach to 50 physicians and providers in the city and recorded numerous media engagements through local television interviews, radio shows, and newspapers.

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

This request is for support of on-going care & support services.

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.

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.

No restricted funding designated for the City of Charleston was received over the last 3 years. The following funds were awarded for statewide efforts that included Charleston, WV. 1. WV Bureau of Senior Services: \$45,000 annually (2020, 2019, 2018) - These funds designated for statewide use and are designated for care & support services. 2. The Greater Kanawha Valley Foundation: \$40,000 (2020, 2021) - These funds are designated for use in the six county foundation service area with emphasis on rural outreach in Clay, Boone, Fayette, and Lincoln counties. 3. Bernard McDonough Foundation: \$20,000 (2020, 2021) - These funds are designated for use in all 55 WV counties.

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

Revenue: Approximately \$7,500 of the restricted funding listed above was used for outreach in Charleston specifically. In 2020, the Charleston Walk to End Alzheimer's raised 38% of 2019 fundraising, or \$45,000, (2019 Charleston WTEA raised \$119,000.) These funds are subject to 50% revenue share with the Alzheimer's Association Home office to support national concern & awareness campaigns, investment in research, and care & support development. The 50% used by the Chapter is used to absorb Walk expenses and support local services throughout the Kanawha Valley. Expenses: (50% requested from ARPA funding & 50% provided from other sources) \$10,000 in salaries represents .02 FTE for the Chapter Executive Director, Program Director, Support Staff, and Public Policy Director and benefits calculated at 25%. \$5,000 Program materials includes caregiver manuals (\$5 each); Brochures & informational materials (packets \$5 each with postage). \$1,000 Marketing includes paid advertising such as boosted Facebook posts for education programs and services. Contract services include professional cleaning/sanitation of offices twice per month at \$130/visit. Supplies are estimated at \$2,000 - items necessary for in-person events such as masks, personal protective equipment, cleaning supplies and sanitation products. Other expenses include 12 months rent + internet at \$1,5000/month. (Current rent is \$2,100/month and internet is \$100/month. However, the Chapter is working with Hospice of the Kanawha Valley to reduce rent and consolidate rent in our existing space to lower cost and accommodate remote work where appropriate.)

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

The Chapter continues to seek out restricted funding to support free services. We are currently in discussions with our landlord, Hospice of the Kanawha Valley, to reduce rent and office space in order streamline overhead and allow for remote work where effective. However, maintaining office space in the capitol city is a priority for us.

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

On-going identification of restricted program funding through state and federal sources, private foundations, individual donors, fundraising activities, etc.

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

The Alzheimer's Association has a designated internal audit process that oversees all expenditures to remain in compliance with state and federal regulations. Oversight measures are in place at the local, regional and national levels.

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

Funds are designated by an internal code that is also used to record time spent on the project and all expenses associated with its implementation.

REQUESTED BUDGET WORKSHEET

Revenue Source Projections

List all Estimated Funding for this Program/Project

* Proposed City ARPA Funding	Internal/Self-Funding
\$18,000	\$0
Donations/Other Fundraising	Government Grants/Other
\$10,500	\$7,500
* TOTAL REVENUE	
\$36,000	

Expenses Projections

List all Estimated Expenses for this Program/Project

Salaries/Wages

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
\$4,000	\$4,000	\$8,000

Benefits & Matchings

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
\$1,000	\$1,000	\$2,000

Contracted Services

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
\$1,560	\$1,560	\$3,120

Program Materials

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
\$2,500	\$2,500	\$5,000

Marketing

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

Supplies

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
\$1,000	\$1,000	\$2,000

Other

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
\$9,000	\$9,000	\$18,000

Total Expenses

* Amount Requested from City	* Amount from Other Sources	* Total Estimated Expenses
\$18,000	\$18,000	\$36,000

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.

Headquartered in Charleston, with regional offices located in Parkersburg, Martinsburg and Morgantown, the Alzheimer's Association West Virginia Chapter is the premier source of information and support for West Virginia residents living with dementia and their families and caregivers. The WV Chapter of the Alzheimer's Association is a merger of 3 separate non-profits that previously existed in Charleston, Parkersburg and Morgantown and combined to form one 501(c)3 in the 1980s. In 2017, the WV Chapter merged with 74 other chapters across the country to become one Association. We offer free programs, support groups, care consultations and more, and we are committed to advocating for the needs and rights of those facing Alzheimer's disease and advancing critical research toward methods of treatment, prevention and, ultimately, a cure.

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

The Alzheimer's Association leads the way to end Alzheimer's and all other dementia — by accelerating global research, driving risk reduction and early detection, and maximizing quality care and support.

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

WV Bureau of Senior Services The Greater Kanawha Valley Foundation

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.

COVID-19 severely impacted the Chapter's annual fundraising. Revenue generated through events like Walk to End Alzheimer's, Reason to Hope Mission Breakfast, and The Longest Day was reduced by 30%. COVID effects isolated our constituency and created barriers to outreach despite increased need.

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

See attached

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

Funding will provide our organization an opportunity to "reset" fundraising activities and revenue to pre-COVID amounts while maintaining a community presence in Charleston that includes office space and program materials.

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.**

*

☒ **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**

 6. 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**

/Sharon M. Covert/

11/16/2021

Authorized representative of Applicant/Organization

Format: MM/DD/YYYY

* **PRINTED NAME:**

Sharon M. Covert

* **TITLE OF APPLICANT:**

Executive Director

* **ORGANIZATION NAME:**

Alzheimer's Association, WV Chapter

Upload a File

Choose File

No file chosen

alzheimer's association®
STATEMENT OF ACTIVITIES
 Chapter(s) Statement of Activities
 West Virginia
 Jun 30, 2021

	FY21		FY20
	Actuals	Budget	Actuals
Contributed Revenue			
Direct Marketing	153,331	95,927	116,845
General Development	102,038	54,657	46,193
Major and Strategic Gifts	71,531	39,459	120,485
Constituent Events	3,561	23,023	16,253
Walk to End Alzheimer's	371,689	362,476	503,663
The Longest Day	20,452	36,111	22,200
Corporate Initiatives & Cause Marketing	38,254	15,501	43,616
Foundation Relations & Member Organizations	12,118	27,233	41,028

Notice of Award

Beneficiary Name: Alzheimer's Association, WV Chapter	Name of Awarding Agency: City of Charleston, West Virginia
Beneficiary's UEI Number: XFDHU5UJG8S9	Award Date: 5/16/2022
Program Name: Care & Support of Families Navigating Alzheimer's & Dementia in COVID-19 Environment	Award Period of Performance: 6/6//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: \$20,000	Total Amount of Funds obligated to the Beneficiary: \$20,000
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 Alzheimer’s Association, WV Chapter, (hereinafter referred to as “Beneficiary”) with administrative offices at 1601 2nd Avenue, Charleston, WV 25387 (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 \$20,000 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. Performance Reports. 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, Alzheimer's Association, WV Chapter will resume fundraising activities and hopes to replenish revenue to pre-COVID amounts while maintaining a community presence in Charleston that includes office space and program materials. The Alzheimer's Association is the premier provider of free care & support services for individuals with the disease and their caregivers. The COVID-19 pandemic has presented additional barriers to service due to families taking precautions to limit exposure to COVID and the workforce providing care experiencing on-going challenges to maintain appropriate staffing levels.

The Beneficiary projects that it will require a period of one year to implement and achieve the goals of the program.

The objectives to be tracked through performance reports include:

- Regular program attendance to various support group and educational programs (# of attendees/quarter)
- Distribution of flyers, caregiver manuals, information packets, etc.(# of educational materials distributed/quarter)
- Measurable outreach to physicians and healthcare providers in the City, as well as local media to include television interviews, radio shows, and newspapers (# of healthcare providers contacted/quarter)

Exhibit B – Project Budget

Purpose	Amount
Salaries (Chapter Executive Director, Program Director, Support Staff, and Public Policy Director)	\$5,000
Program materials (caregiver manuals, brochures, and informational materials)	\$2,500
Marketing (paid advertising including Facebook ads)	\$500
Supplies (PPE, cleaning supplies, etc. necessary to facilitate in-person events)	\$1,000
Rent & Internet	\$11,000 (the remainder of available funds; rent is estimated at \$1,500/month)
Total Program Cost	\$20,000

Risk Assessment Tool	
Grantee Name:	Alzheimer's Association, WV Chapter
Grant Program Name:	Care & Support of Families Navigating Alzheimer's & Dementia in COVID-19 Environment
Grant #:	
Grant Amount:	\$20,000
Grant Period:	April 8, 2022 - December 31, 2026
Monitor Period:	April 8, 2022 - December 31, 2026
Date of Review:	8-Apr-22
Date of Last Review:	8-May-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	
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	No audit conducted
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	No	0	Changed Accounting Software in Fall 2021
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	Conducts programmatic reporting for State Grants
14	Have the applicant's financial reports for any previous programming been adequate, accurate and on time?	1	Yes	1	Continues to receive state grants, indicative of adequate performance and accurate reporting

Available Total 14

Total Risk Score

9

LEGEND

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

1 Resolution No. 669-22

2
3 Introduced in Council:

Adopted by Council:

4
5 June 6, 2022

6
7 Introduced by:

Referred to:

8
9 Joseph Jenkins

Finance

10
11
12 Resolution No. 669-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan
13 Act ("ARPA") funds to Pollen8 in the total amount of \$625,000 and to execute appropriate
14 agreements establishing the terms and conditions imposed upon the recipient, including
15 ongoing duties for reporting on expenditure and programmatic activities and binding covenants
16 to spend funds in accordance with the purposes for which such funds were granted.

17
18 Be it Resolved by the Council of the City of Charleston, West Virginia:

19
20 That the Mayor or City Manager is authorized to grant American Rescue Plan Act ("ARPA")
21 funds to Pollen8 in the total amount of \$625,000 and to execute appropriate agreements
22 establishing the terms and conditions imposed upon the recipient, including ongoing duties for
23 reporting on expenditure and programmatic activities and binding covenants to spend funds in
24 accordance with the purposes for which such funds were granted.

25 The grant is approved in full or in part based upon information submitted to the City in the
26 grant recipient's City of Charleston ARPA grant application, attached hereto as Exhibit A. The
27 City Manager is directed to withhold grant funding to the grant recipient should the City
28 Manager determine that the grant recipient has failed to adhere to the obligations established
29 in the agreement or fails to adhere to applicable local, state, or federal law.
30
31

American Rescue Plan Act (ARPA) Funding Application

Print

Submitted by:

Status: Open

Priority: Normal

Assigned To: Jonathan Storage

Due Date: Open



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:

Cafe' Appalachia Express

* Organization Name:

Pollen8, LLC

* Address:

PO Box 8011 South Charleston, WV 25303

* Primary Contact Person:

Cheryl Laws

Title:

Founder/Chief Executive Officer

* Phone:

13043890803

* Email:

cheryl@pollen8wv.org

Federal Tax ID:

81-0777076

If applicable: DUNS Number:

007277637

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:

Cheryl Laws, MA- Founder/Chief Executive Officer Hollie McCraw- Chief Operating Officer Stacie Priestley- ABHC Program Director Lory Lyles- Board President Marlee Layh- Board Vice President Jordan Crist- Board Secretary Dawn Holstein- Board Treasurer Pam Harvit- Board Member Samantha Stone- Board Member Autumn McCraw- Board Member Hawley Carlson- Board Member

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

Our Executive Staff and Treatment Team have been chosen not only for their professional experience but for their passion for the mission of Pollen8. These providers have worked with us without any compensation to build our programs. Their dedication is irreplaceable, and they have been intricate in the planning and implementation of this project. Pollen8 has successfully managed federal funds on previous occasions and complies with all awards. Pollen8 has a Certified Public Accountant on a contract that can provide a letter affirming the strength of Pollen8's accounting policies and procedures. Our financial management system complies with 45 CFR Part 74 and demonstrates Pollen8's ability to manage federal funds responsibly. Pollen8 has instituted a system to track grant spending alongside grant performance so that these can be managed proactively during the funding. Pollen8 Accountant- Susan Graves Susan Graves is a CPA, MBA. Susan has over 35 years of professional experience, and nonprofit organizations are a priority and have become a specialty niche. In addition to providing services that small businesses employ, Susan has expert-level knowledge and experience in fund accounting, grants management and financial reporting, establishing and implementing quality financial policies and procedures, preparing and presenting financial reports to Boards of Directors, fund development software implementation and use, nonprofit management advice, and assisting organizations to prepare and manage financial audits, including A-133 audits as required. Founder/Chief Executive Officer- Cheryl Laws Cheryl Laws is a natural-born entrepreneur. She is the Founder of Pollen8 and has overseen the creation of its program and services. The business plan for Pollen8 and the Reintegr8 program it created was derived from the research during her Master of Arts in Appalachian Studies from Appalachian State University in Boone, North Carolina. Her role is that of a Project Manager for all programs where she oversees the creation, operations, funding, and execution to ensure that the mission of Pollen8 is fulfilled and all contracts are executed to the fullest. Cheryl also builds community relationships and secures funding from grants, foundations, and private donors. Chief Operating Officer - Hollie McCraw Hollie McCraw has over five years of operational management experience. She effectively creates and implements policies and procedures and actions of day-to-day operations and ensures that program goals are being met. She is also in long-term recovery from Substance Use Disorder and provides direct insight into needs and personal experience to recovery processes. Hollie oversees the operations of the treatment center and all social enterprises to ensure policies and procedures are implemented and protocol is followed. She also oversees that all Directors and Managers and their staff execute their assignments and assess the programming flow and adjust operations as needed. Clinical Program Director- Stacie Priestley The Clinical Program Director will oversee all ABHC employees and ensure Policy and Procedure adherence. The Director will review notes and assist in billing and compiling patient data and maintaining files to ensure proper documentation and tracking for each program participant. Stacie has over 11 years of experience as a Practice Manager and Addiction/Behavioral Health Coach. With over 10,000 hours in addiction treatment in all five required domains, she has met all required qualifications for a Drug and Alcohol Counselor. She will be certified prior to the opening of the Appalachian Behavioral HealthCare facility. We also have a Behavioral Treatment Team consisting of a Licensed Clinician, Addiction Counselor, Case Managers, Peer Recovery Support Specialists, and overnight staff to provide 24/7 supervision for participants.

BUDGETARY OVERVIEW - Must match Budget Worksheet

* Funds Requested	* Total Program/Project Cost	Annual Organization Budget
1,246,264.30	2,659,275.36	1,623,225.89

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

1. Pollen8 is requesting these funds for startup costs to include buildout, rent, food costs, supplies, marketing, insurance, and wages for trainers for our internship program to ensure proper staffing levels and provide more individualized support during the internship training for the participants in our Reintegr8 program. This location would be downtown Charleston and a duplicated effort of our downtown South Charleston location, Café Appalachia. These startup costs would be from October 2022 to December 2024. a. Purpose and anticipated outcomes through 2024 1 business created 4 businesses improved 9 fulltime positions created for women in recovery 90 interns trained b. Individuals, entities, or communities served Women above the age of 18 who are committed to recovering from Substance Use Disorder in Kanawha, Cabell, Putnam, Boone, Lincoln, and Logan counties. e. Timeline for project completion The Appalachian Regional Commission funds we will be using as Match for this grant necessitates that we have the social enterprise open by October 2022. This funding request is in support of this project throughout December 31,2026.

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?

If no, when is expected completion year?

- ☒ Yes
- ☐ No

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:

Our program's value and uniqueness are grounded in scholarly literature to address the gaps in current Substance Use Disorder treatment programs. Women in recovery need exposure to as many professional careers and certifications as to create educational attainment of knowledge and experience to allow for more significant opportunities to reintegrate into the workforce. The purpose of this funding request is to build upon a treatment model which will enable us to create an ecosystem of recovery that envelopes women in treatment, provide them a safe place to heal, gives them knowledge in the skill sets they'll need to function within society, and allows them to have the job skills they will need to obtain full-time employment. Pollen8 seeks funding to complete our ecosystem of recovery through the addition of a downtown Charleston location of Café Appalachia called Café Appalachia Express.

5. Describe the need for this program/project:

Prior to the COVID 19 outbreak, West Virginia, the only state entirely inside the Appalachian Region, already had the highest age-adjusted rate of drug overdose deaths involving opioids. In 2018, drug overdose deaths involving opioids totaled 702 (a rate of 42.4), a decline compared to the 833 deaths (a rate of 49.6) in 2017. Deaths involving prescription opioids declined from 304 deaths (a rate of 17.2) in 2017 to 234 deaths (a rate of 13.1) in 2018. This decrease, masked as progress, was largely credited to the use of Naloxone. Naloxone was patented in 1961 and approved for opioid overdose in the United States in 1971. Still, it did not hit the mainstream market in West Virginia until 2015 when a bill was passed by then-Governor Tomblin, allowing the use of Naloxone by first responders, hospitals, and family/friends to reverse the overdose effects of opioids. Deaths involving synthetic opioids other than methadone (mainly fentanyl and fentanyl analogs) or those involving heroin remained steady, with a respective 551 (a rate of 34.0) and 195 deaths (a rate of 12.3) in 2018 (www.drugabuse.gov). Recently, The West Virginia Department of Health and Human Resources (DHHR) released preliminary data regarding 2020 fatal drug overdoses in the state, indicating an increase in overdose deaths. There were 1,275 confirmed overdoses reported in 2020, increasing from 878 reported in 2019. An increase in overdose deaths has been seen nationwide and according to the Centers for Disease

Control and Prevention (CDC), the recent increase began in 2019 and continued into 2020 before the pandemic. However, the CDC reported increases in overdose deaths appeared to have accelerated during the pandemic. Furthermore, the stress of COVID 19 has increased the number of individuals who are turning to opioids, narcotics, and alcohol as coping mechanisms. The actual increase in overdose deaths during the pandemic will continue to rise as death certificates are processed, as these numbers are preliminary. "While West Virginia is responding to the COVID-19 pandemic, we are also continuing to fight the drug overdose epidemic," said Dr. Ayne Amjad, Commissioner and State Health Officer of DHHR's Bureau for Public Health. "This is a disease, not a choice."

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

Recovery Point of Charleston is the only other female inpatient facility in Charleston. However, they do not provide the program or services that Pollen8 offers to women committed to recovering from Substance Use Disorder.

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

Continuum of Care Pollen8's overarching philosophy is a communitarianism approach. Meaning, every individual is a product of their environment. Multiple organizations have an impact on a person's life and have a certain sense of obligation to the success of that individual. These organizations include the family unit, education, churches, municipalities, healthcare providers, and social programs. It is our belief that there is a certain sense of responsibility from each of these entities when an individual "falls through the cracks". With a communitarianism approach, this means that those who created the problem- must be a part of the solution. Therefore, we partner with our local municipality (The City of South Charleston), churches (Rock Lake Presbyterian Church and St. Paul's United Methodist Church), universities for internships (WVSU Extension Office, Marshal University and WVU MSW programs, and University of Charleston Marketing and MBA programs), Thomas Health Systems, and multiple nonprofit organizations (Manna Meal Garden, Dress for Success, YWCA). Our goal was to create a program that can change the trajectory of women from across West Virginia and to become a leader in the solution to Substance Use Disorder across the United States. Furthermore, we did not create the wheel, so we have partnered with other members of our community with a passion and experience in Substance Use Disorder so that we can pull together our resources and provide the best opportunity at long-term sobriety possible to our participants.

Referrals: Addiction Healing Center at St. Francis Hospital Thomas Health Systems, Addiction Healing Center at their St. Francis Hospital campus is an inpatient treatment program designed to assist adult patients with establishing and maintaining sobriety through a 12-step program based on the disease model of addiction. Patients are first detoxed with ongoing nursing and medical care. The length of stay is approximately 28 days. Patients will have an initial evaluation with an Addictionologist or Psychiatrist and regular follow-up throughout the detox program. Therapists will meet with patients to develop an individualized treatment plan and refer those in need of long-term treatment into our RelIntegr8 program at Appalachian Behavioral HealthCare. We also take referrals from Highland Hospital and CAMC detox units. Kanawha and Boone County Adult Drug Court An adult drug court is a specially designed court program. The purpose is to achieve a reduction in recidivism and substance abuse among offenders and to increase the likelihood of successful rehabilitation through early, continuous, and intense treatment; mandatory periodic drug testing; community supervision; appropriate sanctions and incentives; and other rehabilitation services, all of which is supervised by a judicial officer. Drug courts provide access to a continuum of alcohol, drug, and other related treatment and rehabilitation services. Recovery support through step-down services over the term an offender participates in drug court, provided in phases, is incorporated in every West Virginia drug court. Kanawha and Boone County will refer participants in their Adult Drug Court into our RelIntegr8 program that requires inpatient, long-term treatment.

Health Care Providers: Medically Assisted Treatment (MAT) For those participants in our RelIntegr8 program who choose MAT, we have partnered with Bez Psychological to provide Medically Assisted Treatment Services. Bez Psychological is owned and operated by Michelle Bez who started her own clinic to provide Medical Treatment and Counseling to our participants. The Opioid crisis affects not only a person but that person's family and society at large. Bez Psychological understands that the individual entering our program is a daughter, wife, mother, sister, and employee; nonetheless, they are a member of our community seeking help. They see the individual. Their focus is to empower our participants to control their destiny through much-needed quality and collaborative care to function, be productive, and successful, one participant at a time.

Medical Screenings: We have partnered with a local health organization, Cabin Creek Health Systems, to provide all medical screenings for our participants. Dr. Catherine Calloway (DO, MPH) has 20 years of experience in women's health with a specialty in hormone replacement therapy. Each participant who comes through our program will receive a medical examination and if medically recommended, have their hormones evaluated and regulated. More often than not, hormone deficiencies are an underlying cause of erratic behavior, depression, and anxiety. Cabin Creek Health Systems will also evaluate each participant for hearing and vision, and those in need of further treatment will be referred out for additional care.

Gynecological Care Dr. Michaela Kessler, DO is a Gynecology Specialist in South Charleston, WV, and has over 17 years of experience in the medical field. Dr. Kessler has more experience with Gynecologic Care than other specialists in her area. She graduated from West Virginia School of Osteopathic Medicine medical school in 2003 and will ensure all our participants receive an annual gynecological evaluation and mammogram to ensure optimal health. Cabin Creek Health Systems Dental Clinics Research indicates that people who suffer from Substance Use Disorder (SUD) generally have poor oral health, which also damages interpersonal skills and results in poor nutrition, increased oral and general infections, and debilitating oral pain. In most cases, SUD leads to tooth decay and gum disease and can be prevented with proper care and treatment. Cabin Creek Health Systems provides low-cost dental care at their Clendenin and Sissonville Health Centers. RelIntegr8 participants will be evaluated and linked to this service as needed at the beginning of their treatment journey.

Barriers to Employment: Jobs and Hope Jobs & Hope West Virginia is the state's comprehensive response to the substance use disorder crisis. Established by Governor Jim Justice and the West Virginia Legislature, this program offers support through a statewide collaboration of agencies that provide West Virginians in recovery

the opportunity to obtain career training and to secure meaningful employment. Each participant in our ReIntegr8 program will be assigned a Transition Agent that will work with them to alleviate the barriers that keep people in recovery from identifying meaningful employment. These barriers include: Driver's License Reinstatement: The Safety Treatment Program, now under the authority of the Division of Motor Vehicles, is aimed at West Virginians who have had their licenses suspended or revoked for driving under the influence of alcohol, controlled substances, or drugs. If not otherwise prohibited by state law, West Virginians who successfully complete the program will be eligible to have their driver's licenses reissued. High School Equivalency (GED): If applicable, participants will complete a 30-day job readiness and training resulting in basic certifications such as food handler's card, safety/customer service, and entry level hospitality. Transition Agents will also help participants earn their High School Equivalency, which is mandatory in our ReIntegr8 program. Long-Term Training (1-2 years): Advanced Career Education (ACE) offers credentials, certifications, licenses, and on-the-job training opportunities in growing industries across the state, creating a highly-skilled talent pipeline for West Virginia businesses. ACE students can gain industry-specific skills (Electrician, Barber, EMT, Welding, Nursing, Veterinary Tech, and Carpentry) through hands-on training with specialized equipment at nationally accredited career centers across the state. Expungement: West Virginians convicted of certain non-violent criminal offenses and certain non-violent felonies will be eligible to have their crimes expunged after completing the Jobs & Hope program's appropriate steps. This expungement can only be used once. Time for expungement varies based on the specific violation. If sentenced to a period of supervision or confinement, individuals must complete the sentenced period before being eligible for expungement. Certain crimes are not eligible for expungement under the state law, which pertains to Jobs & Hope. These include (but are not limited to) violent felony offenses, felony offenses in which the victim was a minor, non-violent criminal offenses involving intentional injury to a minor or a law enforcement officer, offenses in which the victim was a spouse, and offenses for which the sentencing judge made a written finding that the offense was sexually motivated. Employment: The City of South Charleston- Chamber of Commerce Our Employment Outreach Coordinator (EOC) is a Certified Peer Recovery Support Specialist that works with local business owners to build our Community Hiring Partners (CHP) initiative. Community Hiring Partners are local business owners that are willing to be trained in our curriculum featuring Trauma-Informed Peer Support (TIPS), Mental Health First Aid, and Naloxone training. These CHPs will be a leader in their industry in creating a system of recovery-conducive employment opportunities for women in recovery. We have partnered with the mayor of South Charleston and their Chamber of Commerce division to recruit local business members willing to participate. Those businesses that join us in helping the women in our program re-enter the workforce will be rewarded with free marketing offered by the City of South Charleston as one of our Community Hiring Partners. This marketing incentive will include banners, print, radio, and social media. Housing: Reloc8 is another portion of our program that works with local property owners throughout Charleston and surrounding areas that have apartment complexes and multi-family units and who are willing to create sober living housing opportunities for the women in our program after they graduate from our in-patient treatment program. Women living in this housing must also have full-time employment with one of our Community Hiring Partners and be willing to participate in an additional 12-months of out-patient clinical services provided by our Appalachian Behavioral HealthCare treatment team. Charleston-Kanawha Housing Authority Charleston-Kanawha Housing has provided decent, safe, & sanitary housing for low & moderate-income residents for more than 75 years. It is the largest assisted housing agency in West Virginia, providing housing assistance for more than 4,400 families. Charleston-Kanawha Housing offers two types of housing assistance. Public housing is made up of housing units located in developments owned and operated by Charleston-Kanawha Housing. Rental Assistance or Section 8 allows the tenant to find their accommodation, and Charleston-Kanawha Housing provides a subsidy to the landlord. It administers Section 8 Housing Vouchers throughout Clay, Kanawha, & Putnam Counties. Chapter 1 participants of our ReIntegr8 program are immediately assisted by their Case Manager in completing their Section 8 voucher application that pre-qualifies them for when they have full-time employment (Week 19) and qualifies to be placed on the waitlist for housing. A current system of unsubstantiated reporting amongst care providers creates a perpetual treatment cycle per patient and lack of adequate reporting statistics. This prevents current treatment models the ability to assess and adapt programming for increased long-term results. The Continuum of Care will meet on a monthly basis to share news and information, additional resources, and joint-venture funding opportunities so that there is not a duplication of services, but that already existing and successful programs can be expanded upon and improved. This COC will also ensure that each resident being discharged from our program is referred/linked to services/supports as needed to enable her to continue her recovery.

8. How will duplication of services be prevented?

Recovery from Substance Use Disorder can often take an average of 5.35 attempts through treatment programs (www.williamwhitepapers.com). Understanding this, Pollen8 seeks to decrease that amount by filling gaps within the current treatment model. We have created Reintegr8 so there is extended care that not only treats the disorder but also provides social reintegration services for a continuous 18 months until recovery sustainability is achieved. However, there is the possibility of a duplication of services if an individual is discharged or leaves the program. We will always provide space to give someone a second chance. Furthermore, along the lines of duplication, there is currently no treatment program that provides a full continuum of care incorporating prevention, treatment, and reintegration within the same program. Our long-term goal is to replicate our program in a kit to pollinate it across West Virginia and beyond.

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.

Our Reintegr8 program will bring through 60 women per year at Appalachian Behavioral HealthCare (ABHC). We also provide healthy food options for our communities (South Charleston and downtown Charleston).

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

Our Reintegr8 program targets women aged 18-60 years old who are residents of West Virginia and in need of recovery from Substance Use Disorder. Participants must be low-income and qualify for medical cards through the West Virginia Department of Health and Human Resources.

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

Pollen8’s Reintegr8 program was launched in 2018. To date, Pollen8 has successfully graduated 15 participants from our pilot ReIntegr8 program. All of them are currently still sober and several have gone on to do meaningful jobs within the recovery community. Autumn M. is the female housing inspector for West Virginia Alliance for Recovery Residencies, Gina V. is in graduate school at Marshall University for her Masters in Social Work and works as a Peer Recovery Support Specialist at Mountaineer Recovery, Ashley M. is an AmeriCorps VISTA and is currently serving at Pollen8, Kendra S. is a Rehabilitation Specialist in Wayne County, Amber D. is the 2nd Shift Supervisor at Recovery Point of Charleston- to name a few. The impact of our programming has proven successful in long-term and sustainable recovery for women in our community. We look forward to watching this opportunity grow through our treatment center.

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

Although our Reintegr8 program is an ongoing program, Café Appalachia Express, which is the portion of this programming that we are requesting funding for, is a new business. Therefore, we will produce 1 business created, 9 jobs created, and 30,000-foot traffic in the first 2 full years of operation. Furthermore, we anticipate training 90 interns within that same timeframe.

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 requested ARP funding through the Kanawha County Commission to help complete the project for Appalachian Behavioral HealthCare and received \$200,000 in 2021.

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.

2019 \$10,000 The Greater Kanawha Valley Foundation COMPLETED \$6,000 Encova COMPLETED \$2,970 Try This West Virginia COMPLETED \$2,500 Sister of St. Joseph Health and Wellness Foundation COMPLETED 2020 \$13,750 The Greater Kanawha Valley Foundation COMPLETED \$10,000 Glotfelty Foundation COMPLETED \$25,200 United Way COMPLETED \$2,150 Try This West Virginia COMPLETED \$3,000 Try This West Virginia COMPLETED \$11,200 Pallottine Foundation ACTIVE \$1,750 Sisters f St. Joseph Health and Wellness Foundation COMPLETED \$95,000 United HealthCare ACTIVE \$1,000 City of Charleston COMPLETED \$1,500 Encova COMPLETED \$384,407 Ryan Brown Funding ACTIVE \$133,225 State Opioid Response (SOR) COMPLETED 2021 \$494,652 Appalachian Regional Commission (ARC) ACTIVE \$43,000 Pallottine Foundation ACTIVE \$29,750 The Greater Kanawha Valley Foundation ACTIVE \$10,000 WV Department of Health and Human Resources COMPLETED \$143,638 State Opioid Response (SOR) ACTIVE \$200,000 Kanawha County Commission ACTIVE \$10,000 Huntington Banks ACTIVE \$20,000 Truist (BB&T) ACTIVE \$5,000 City of South Charleston COMPLETED

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?

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

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

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

REQUESTED BUDGET WORKSHEET
Revenue Source Projections

List all Estimated Funding for this Program/Project

* Proposed City ARPA Funding	Internal/Self-Funding
1,246,264.30	1,215,929.18
Donations/Other Fundraising	Government Grants/Other
0	197,081.88
* TOTAL REVENUE	
2,659,275.36	

Expenses Projections

List all Estimated Expenses for this Program/Project

Salaries/Wages

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
480,000	515,650	995,650

Benefits & Matchings

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
49,680	334,169.78	383,849.78

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
496,046.30	304,918.88	800,965.18

Marketing

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
26,000	2,000	28,000

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
194,538	256,272.40	450,810.40

Total Expenses

* Amount Requested from City	* Amount from Other Sources	* Total Estimated Expenses
1,246,264.30	1,413,011.06	2,659,275.36

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.

Pollen8 is a nonprofit organization that aspires to create a recovery ecosystem that includes treatment, personal development, employment, and housing for women in recovery from Substance Use Disorder. Pollen8 created a proprietary social-human sustainability model designed to fill a gap within current Substance Use Disorder programs. Pollen8’s Reintegr8 program was developed out of research and best-demonstrated practices of evidence-based programming across the United States, Canada, and Brazil. Statistics gathered from that research were used in the thesis of the founder of Pollen8 during her Master of Arts in Appalachian Studies that later became the business plan for Pollen8. A direct link has been identified from that research between poverty and drug usage with the underlying cause Adverse Childhood Experiences (ACEs). Furthermore, it was identified that 85% of individuals who participate in an in-patient treatment program relapse within the first-year post-treatment due to three habitual environmental factors; (1) monotony of life- lack sense of purpose, (2) return to the same low socioeconomic status- live in poverty, and (3) unsafe living environment- the threat of returning to the place where they used drugs before. The removal of these barriers is pertinent for successful reintegration and long-term recovery from Substance Use Disorder. Without removal, this will perpetuate the cycle of drug use until the gaps in services are filled. At Pollen8, we believe by addressing the causes of relapse, we will grow sober women who can become reconnected and productive members of society through our reintegration process and

model. We feed their physical, social, and spiritual needs, and we teach them the path to productive and sober living (Grow, Feed, Teach).

Reintegr8 Model Reintegr8 was created to empower women to break free from the chains of addiction with intensive treatment for the underlying causes of their addiction, employability internships at 4 social enterprises (Café Appalachia, Café Appalachia Catering, Café Appalachia Express, and Cultiv8), a Basic Life Skills curriculum (Adult Roles/Responsibilities, Finance, Effective Communication, ACEs Reduction, and Health/Wellness/Nutrition), post-graduation job placement at one of our Community Hiring Partners (CHP), and safe/sober housing (Reloc8). Our specialty is reintegration strategies to offer long-term sustainability for recovery by providing community inclusion and positive relationships as a foundation for sobriety versus a life of exclusion through active addiction. Furthermore, we forge community partnerships with local municipalities, churches, nonprofit organizations, community colleges, and universities to draw upon the resources available within our community to lend support to the women we serve to provide them with optimal opportunities to thrive. Our goal is to restore healthy women to their families, friendships, and society at large. Reintegr8 is comprised of 4 chapters: Chapter 1 (weeks 1-5): The women come to live with us at Appalachian Behavioral Healthcare (ABHC) in our community style, in-patient, treatment center where they participate in 17 hours/weekly of intensive individual and group therapy for the underlying causes of their addiction. Chapter 2 (weeks 6-19): During this chapter, treatment decreases to 5 hours/weekly of individual and group therapy. Participants begin their internship at our social enterprises (Cultiv8, Café Appalachia Catering, Café Appalachia, and Café Appalachia Express) where they learn valuable employability skills and gain agriculture, culinary, barista, and event planning, as well as resume building and interview skills. During their internships, participants will acquire techniques that can be utilized in the workforce and in their home to prepare healthy meals for their families. They will also receive a state-certified Food Handlers Card. During this chapter, they are also required to acquire a bare minimum of their General Education Development (GED) and follow a curriculum that is compiled of the 12 Steps and Basic Life Skills (Adult Roles/Responsibilities, Finance I, Effective Communication, ACEs Reduction, and Health/Wellness/Nutrition). At week 19, participants interview and are placed with a Community Hiring Partner for full-time employment. Chapter 3 (weeks 20-26): During this chapter, participants who have successfully transitioned through Chapter 1 and 2 can move into our community style apartment for the remainder of their in-patient treatment. They will receive more freedom (i.e., cell phones) and begin working their permanent positions with one of our Community Hiring Partners. At the completion of week 26, participants will graduate our in-patient treatment program. Chapter 4 (52 weeks): Upon graduation of our in-patient treatment program, successful graduates will continue to work for their assigned Community Hiring Partner while also receiving assistance in locating safe/sober housing through Reloc8. Our ABHC treatment team will continue to provide out-patient services and their treatment plan will be modified according to their immediate needs.

Treatment (Monotony of life) To house our Reintegr8 program, Pollen8 has created a treatment center, Appalachian Behavioral HealthCare (ABHC), that is unlike any other. Appalachian Behavioral HealthCare (ABHC) is a licensed behavioral health facility with an ASAM 3.5 and 3.1 level of care. The residential treatment facility provides intensive inpatient treatment to an all-female population. At full capacity, the facility will house 30 women (60 annually) for a minimum of 6 months (26-weeks). Residents will be supervised by staff onsite twenty-four hours per day, seven days per week. The demographics served will be from Kanawha and surrounding counties due to the resources and community partnerships we build on a regional basis. Our pre-requisite is a completed short-term detoxification (3.7 level of care). We focus on a person-centered approach to recovery that allows everyone the opportunity to choose their path to life-long sobriety. This will include access to all (3) FDA approved, medically assisted treatment (MAT) options, including buprenorphine, methadone, and naltrexone as well as abstinence-based recovery. Our team of highly trained professionals will work with the women in our program to create a treatment plan focused on the individual and what works best for their recovery. Participants will make that decision with our experienced team of addiction specialists and medical providers. Our Medical Director, Michele Bez of Bez Psychological, will carry out the evaluations, treatment plans, follow-ups, monitoring, and medication administration for each patient under MAT. This will also include those being treated with a dual diagnosis. Each MAT participant will adhere to a medication and treatment contract per WV State Substance Abuse treatment rules and regulations. Whichever path they choose, treatment will immediately begin to identify (2) key questions: Why are you here (underlying causes of addiction), and why are you alive (what is your reason for living)? The first path will address the underlying causes of addiction onset (ACE's, genetic predisposition for addiction, and dual diagnosis) provided by our treatment team. Clinical hours will be spent identifying these causes and met with Cognitive Behavioral Therapy to begin to dis-identify with the precursors and focus on the next question: What will excite them to change the monotony of life and to help them create a life worth abstaining from relapse? We help them build this life through exposing them to potential hobbies, nature, and a supportive community. Our highly trained ABHC treatment team comprised of a Licensed Clinician, Alcohol and Drug Counselor, Case Managers, and Peer Recovery Support Specialists work with the women to alleviate any barriers they may have to complete the program chapters. Our Clinical Program Director is an Alcohol and Drug Counselor and will oversee our Peer Recovery Support Specialists (women in long-term recovery) who will work with participants during day to day living and acclimation into the program while monitoring resident attendance to all group meetings (such as NA/AA), volunteer activity, drug/alcohol abstinence and participation with all conditions of community placement. Case Managers mentor and aid participants in a successful transition back into the community by providing supportive services to identify the present-day state of their social (family, friends, community), financial (restitution, citations, child support, student loans), and legal (civil, CPS, criminal) situations. Our long-term goal is to create a spark within participants to want to continue to remain drug-free by finding a passion or dream they can work towards to better themselves (through higher education attainment, career choice, and future aspirations). We provide various forms of liberal arts therapy such as music, poetry, art, movement, and theater as an evidence-based emotional expression to alleviate feelings, emotions, and trauma. Additionally, each participant will receive a medical screening to include physical, psychological, gynecological, dental, and vision to ensure that they are healthy and on the path to a full recovery both mentally, physically, and spiritually.

Social Enterprises (socioeconomic status) Social enterprises are real-time work experiences that provide internships for participants in our Reintegr8, to elevate their socioeconomic status. Through our social enterprises, we not only provide economic development to our community through 4 businesses open to the public, but also lend long-term

sustainability to our organization. Social enterprises improve the knowledge and health of women to work and succeed in Appalachia and create full-time, livable wage positions so that the women can change the trajectory of their futures. Furthermore, we provide other local businesses (Community Hiring Partners) a drug-free and skilled labor force with a population that has been deemed unbeneficial by society. Community Hiring Partners (CHP) are locally owned businesses in our community that we certify as Recovery Conducive Employers. These are business that receive training in Naloxone and are educated in recovery and how to provide an environment that is safe for our participants to work and prosper. Pollen8 aspires to create a network of social enterprises that offers a social experience that centers around the table to our community and generates revenue for program sustainability. They allow women to gain workforce development and to receive valuable social and employability skills. We focus on not just the culinary and hospitality skills within each social enterprise, but the soft skills such as stress management and effective communication. These skills help them create social resources and a long-term sustainability plan for their future. Social Enterprises provide real-time, controlled workforce environments. These social enterprises are also the building blocks to our long-term sustainability plan for Pollen8. Each will generate revenue to cover its overhead, and excess revenue will be reinvested back into our ReIntegr8 program. Our social enterprises promote community healing and are agriculturally driven. Lastly, they provide an opportunity for the women to begin to reintegrate back into their community. In contrast, their community experiences the difference between active addiction and a person in recovery. To ensure our participants receive the training necessary for long-term employment, we have created the following social enterprises to serve as training hubs: Cafe Appalachia (opened 7/23/2018) - is open to the public as a coffee house and popular breakfast and lunch destination. The Café offers garden-to-table foods grown onsite and locally sourced through Cultiv8. ReIntegr8 participants intern at Café Appalachia, where they learn how to prepare wholesome, nutritious meals, and gain valuable skills and employment experiences. It also provides a safe and recovery-conducive environment to allow the community and person in recovery to interface. Job skills in barista, cooking, front/back of the house, and hospitality are obtained. Café Appalachia also serves as a venue for hosting private events for Café Appalachia Catering. In March 2021, Pollen8 received a \$494,000 grant from the Appalachian Regional Commission (ARC) to complete our social enterprises. The following will be our expansions: Cultiv8 (launched 4/20/2018) – Cultiv8 was created to train women in agriculture while they tend and manage multi-location grow sites for Pollen8. They train in growing, harvesting, irrigation, aggregation, and marketing. Cultiv8 currently has 24 raised beds, hydroponic towers, and a greenhouse. In 2023, through the support of the ARC, we will expand this operation to include 2 USDA greenhouses and an urban farm. The ability to expand our operation to include a greenhouse and urban farm will allow us to extend our growing season and, therefore, our reach into our community by providing year-round, fresh, and locally sourced food. Café Appalachia Catering Kitchen (opening First Quarter, 2022) – Café Appalachia Catering provides training in the culinary arts and event planning for women in our ReIntegr8 program. The catering offers healthy, nutritious food options for corporate events, receptions, graduations, birthdays, holiday events, baby showers, or getting the gang together for lunch or dinner. The catering kitchen was designed for processing, stabilizing, and producing value-added products grown at the various grow sites of Cultiv8. The catering kitchen acts as a commissary kitchen which is a centralized location to prepare the fresh produce and aggregate it to our other social enterprises (Café Appalachia and Café Appalachia Express). The internship will include training in basic food handling, preparation, and event planning in 3 tiers of training. All skills that are learned will be able to be utilized at home in their kitchen or even planning the next family reunion. • Tier 1- they learn valuable culinary skills by preparing the produce harvested from Cultiv8 for value-added items for Café Appalachia, Café Appalachia Express, and Café Appalachia Catering, where they learn knife skills and receive a Food Handlers Certificate. They also learn to store excess, prepare meals for caterings, and acquire real-life cooking skills. • Tier 2- they learn how to prepare offsite caterings to local businesses and organizations. • Tier 3- they gain experience in hosting private events at Café Appalachia. Café Appalachia Express (opening Third Quarter, 2022) - will be a downtown Charleston location to extend our reach and branding and provide another atmosphere for the community and place to create more internships and full-time employment for women in recovery. Upper management of all of Pollen8's social enterprises will be trained in Trauma-Informed Peer Support (TIPS) and Wellness Recovery Action Plan (WRAP) to educate on the patience and requirements they will need to successfully train the women in our ReIntegr8 program. Through Case Management and a controlled work and living environment, we can ensure a full continuum of care and identify daily stressors to teach navigation and ensure healthy coping skills are applied. Pollen8 seeks to advance our effectiveness with the women we serve and to strengthen our ability to extend our reach further into our community. Funds we've acquired through United HealthCare will allow us to create an evidenced-based program built upon the best practices of existing programs such as Wellness Recovery Action Plan (WRAP), Motivational Interviewing, Person-Centered Care, and Mental Health First Aid (MHFA). Best practices from these training programs and our developed Basic Life Skills curriculum will become certified as evidenced-based by an accredited, outside organization.

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

Pollen8 breaks the cycle of addiction by providing prevention, treatment, and reintegration strategies for women in recovery through our proprietary social-human sustainability program, Reintegr8. We envision an Appalachia where women are no longer bound by addiction. We believe in the values of purpose, health, and community and honor those ideals in our services.

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

The Greater Kanawha Valley Foundation- Stephanie Hyre (304-346-3620 Ext. 15) The Pallottine Foundation- Jannel Ray (304-397-5955) Try this West Virginia- Brittney Barlett (304-997-4628)

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.

COVID-19 has resulted in many unforeseen consequences to the people of our state including isolation, increased depression symptoms, lack of social support and ultimately a decline in mental health. Our community was hit most by COVID-19 with a rise in the overdose rate, increase in relapse, and therefore an importance and necessity to expand recovery services. Behavioral and mental health services are vital for battling the current influx in relapse and overdoses in our community. Mental healthcare and behavioral healthcare are under high demand and our organization has risen to the occasion to provide these services through funds made available through the American Rescue Plan Act (ARPA). "Yearly overdose deaths have topped 100,000 for the first time with some of the largest increases in West Virginia, according to new federal data published Wednesday. The U.S. Centers for Disease Control and Prevention said the unprecedented milestone is tied to the COVID-19 pandemic and a more dangerous drug supply. Overdose deaths nationally increased nearly 30 percent from April 2020 to April 2021. In West Virginia, that number jumped by 62 percent." (www.wvmetronews.com) Organizationally, Pollen8 was affected through the creation of our treatment center, Appalachian Behavioral HealthCare (ABHC). The former Rock Lake Pool and Putt-Putt building was originally built in 1986. The building has sat vacant since 2008. The building was outdated, and we were required to install a sprinkler system, 4 new HVAC units, new electrical lines, plumbing, hot water tanks, fire alarm system, fire suppression system, and general renovations for our business purpose. The first 9 months of our remodel were during COVID. Construction and any forward progress were suppressed for the majority of this time while we were also faced with increased material costs and decreased productivity due to loss of manpower. Our initial budget was created to open in October 2020 and will not be able to take participants until January 3, 2022. Furthermore, our initial plan for Café Appalachia Express was to further our partnership with Thomas Health Systems where they had generously agreed to build out their administrative offices at their St. Francis location to allow us to house Café Appalachia Express inside of the hospital. Since COVID 19, the foot traffic has decreased significantly and would not be a promising location to sustain operations. We are currently seeking funding to identify a new downtown Charleston location.

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?

These funds would aid in the recovery from COVID-19 by providing access to a comprehensive program for people who suffer from Substance Use Disorder. Creating a social space, preventing isolation, and providing community connections. Furthermore, if awarded, these funds would aid in the recovery from COVID-19 pandemic because we have been forced to identify a new location downtown Charleston for Appalachia Express due to the loss of foot traffic at St. Francis Hospital, where we were originally intended to open. American Rescue Plan Act (ARPA) would allow us to expand our reach further into the community to bring services to women in recovery from Substance Use Disorder. Specifically, these funds would allow us to create a downtown location of Café Appalachia, Café Appalachia Express. Café Appalachia is an eatery that would provide downtown Charleston a healthy food choice of garden-to-table meals serving breakfast, lunch, and a dinner "grab and go" menu that can be taken home to eat with the family or eaten in an inviting atmosphere. This location would provide Charleston a unique opportunity to bring people from all walks of life together for a meal that is wholesome, locally sourced, and garden fresh. Menu items that we can't make or grow ourselves are as locally sourced as possible and we build partnerships with locally owned businesses such as bread from Charleston Bread and olive oil from DiTrapano Oil. During the weekend, Café Appalachia Express will also be a destination hang out spot for people in recovery or people who do not consume alcohol yet still want to socialize with their community and enjoy an evening out on the town. Additionally, this location will meet the need we have in Kanawha County to provide a space for the community to meet and connect with each other without the pressure (direct or indirect) of feeling they must be under the influence to have a good time. This provides a space not only for those in our community who are in recovery from Substance Use Disorder, but it is also proven that there are lower drinking rates in millennials and Generation Z. Temperance bars are a movement sweeping across the United States that provide people in recovery or people that do not participate in the consumption of alcohol a place to come together for social interaction without the pressures of walking in a venue that serves alcohol. While this will not have the deemed title of "sober bar" it will carry the concept. With our downtown location of Café Appalachia Express, we would like to provide a new space for Charlestonians where there is live music, trivia, karaoke, darts, even a pool table that can be enjoyed without relapse or a hangover.

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.
- *

☒

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

Cheryl Laws

Authorized representative of Applicant/Organization

*

Date

12/15/2021

Format: MM/DD/YYYY

*

PRINTED NAME:

Cheryl Laws

*

TITLE OF APPLICANT:

Founder/CEO

*

ORGANIZATION NAME:

Pollen8, LLC

Upload a File

Choose File

No file chosen

https://charlestonwv.rja.revize.com/reports/185838

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Notice of Subaward

Subrecipient Name: Pollen8 LLC	Name of Federal Awarding Agency: Department of Treasury
Subrecipient's UEI ID: MD3XGJVW9MD6	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: 6/6/2022 – 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: \$625,000	Total Amount of Federal Funds obligated to the Subrecipient: \$625,000
Approved Budget Categories: EC 2.10 - Assistance to Unemployed or Underemployed Workers	
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 Pollen8 LLC, (hereinafter referred to as "Subrecipient") with an administrative address of P.O. Box 8011, South Charleston, WV 25303 (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 Principles, 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 \$625,000 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 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-19 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-19 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.

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, Pollen8 will finance the costs for the buildout of a new facility, including equipment, supplies and staff wages to provide more individualized support during the internship training for the participants in the Reintegr8 program. This location will be in downtown Charleston supplementing its South Charleston location, Café Appalachia.

The program aims to build upon a treatment model which will enable the organization to create an ecosystem of recovery that envelopes women in treatment, provides them a safe place to heal, and supports them with the knowledge and skillsets needed to function within society and obtain full-time employment.

The subrecipient projects that it will require a period of three years to fully implement the programs and successfully serve the unemployed/underemployed population facing substance abuse challenges.

The objectives to be tracked through performance reports include:

- Completion of development of the new Pollen8 facility
- Number of new participants enrolled in the Reintegr8 program (#of individuals/quarter)
- Number of participants graduated in the Reintegr8 program (#of individuals/quarter)

Exhibit B – Project Budget

Item	Amount
Facility Equipment/Supplies	\$496,046
Salaries/Wages	\$128,954
Total Program Cost	\$625,000

Risk Assessment Tool	
Grantee Name:	Pollen8
Grant Program Name:	Cafe Appalachia Express / Substance Use Disorder Program for Women in Recovery
Grant #:	
Grant Amount:	\$625,000
Grant Period:	April 8, 2022 - December 31, 2026
Monitor Period:	April 8, 2022 - December 31, 2026
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	Currently managing ARPA funds from County
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	
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	
14	Have the applicant's financial reports for any previous programming been adequate, accurate and on time?	1	Yes	1	

Available Total14

Total Risk Score13

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

1 Resolution No. 670-22

3 Introduced in Council:

Adopted by Council:

5 June 6, 2022

7 Introduced by:

Referred to:

9 Joseph Jenkins

Finance

12 Resolution No. 670-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan
13 Act ("ARPA") funds to Partnership of African American Churches in the total amount of
14 \$440,000 and to execute appropriate agreements establishing the terms and conditions
15 imposed upon the recipient, including ongoing duties for reporting on expenditure and
16 programmatic activities and binding covenants to spend funds in accordance with the purposes
17 for which such funds were granted.

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

21 That the Mayor or City Manager is authorized to grant American Rescue Plan Act ("ARPA")
22 funds to Partnership of African American Churches in the total amount of \$440,000 and to
23 execute appropriate agreements establishing the terms and conditions imposed upon the
24 recipient, including ongoing duties for reporting on expenditure and programmatic activities
25 and binding covenants to spend funds in accordance with the purposes for which such funds
26 were granted.

27 The grant is approved in full or in part based upon information submitted to the City in the
28 grant recipient's City of Charleston ARPA grant application, attached hereto as Exhibit A. The
29 City Manager is directed to withhold grant funding to the grant recipient should the City
30 Manager determine that the grant recipient has failed to adhere to the obligations established
31 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

Priority: Normal

Assigned To: Jonathan Storage

Due Date: Open

Attachments

- [Board Email Vote on June 29, 2021 JLP Requests.pdf](#) - 2021-12-14 02:39:08 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:**

PAAC's Comprehensive Community Health Center

*** Organization Name:**

Partnership of African American Churches

*** Address:**

1514 Kanawha Blvd West

*** Primary Contact Person:**

Rev. James Patterson

Title:

Chief Executive Officer

* Phone:

* Email:

3047687688

patterson@paac2.org

Federal Tax ID:

55-0762073

If applicable: DUNS Number:

113893451

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. Bruce Hogan, Chairman • Rev. Dr. L. Allan Hill, Vice Chairman • Rev. James Ealy, Treasurer/CFO • Dr. Carolyn Stuart, Member • Rev. Tia Welch, Member • Bishop Michael Austin, Member Executive Staff: • Rev. James Patterson, CEO

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

• African American Churches: Since its inception, the Partnership of African American Churches (PAAC) has worked collaboratively to help Black Churches serve as agents of empowerment in their communities. It can be argued that the Black Church is the spiritual center of the African American community; the primary expression of worship and faith; the centerpiece of neighborhood stability and social structure; and aids in African American empowerment—politically, socially, and economically. The Black Church is also instrumental in providing social services directly to its community. The PAAC will utilize the outreach and connections to the African American community that churches provide. Churches will mobilize resources, educate the community, serve as gathering locations for health screenings and other events, and encourage the community to utilize the primary care and mental health services offered through PAAC’s Comprehensive Community Health Center.

• Fraternities and Sororities: The history of Black Greek letter organizations dates back to the early 1900s when African American students were excluded from Greek organizations at predominately white institutions. These “Divine Nine” include Alpha Phi Alpha Fraternity, Alpha Kappa Alpha Sorority, Kappa Alpha Psi Fraternity, Omega Psi Phi Fraternity, Delta Sigma Theta Sorority, Phi Beta Sigma Fraternity, Zeta Phi Beta Sorority, Sigma Gamma Rho Sorority, and Iota Phi Theta Fraternity. These sororities and fraternities were founded on the principle of service, a value still upheld to this day. These organizations have made significant strides to help unite Black communities and continue to collectively organize to serve various social causes. The PAAC will work with Black sororities and fraternities to educate the community about the importance of ongoing primary care and mental health services. Fraternities and sororities will mobilize their collective resources to educate the community, provide needed human resources at wellness and screening events, and provide outreach to the community.

• NAACP: Founded in 1909 in response to the ongoing violence against Black people around the country, the National Association for the Advancement of Colored People (NAACP) is the largest and most pre-eminent civil rights organization in the nation. With more than 2,200 units and branches across the nation comprising over 2 million activists, the vision of the NAACP is to ensure a society in which all individuals have equal rights without discrimination based on race. In West Virginia, the NAACP is the home of grassroots activism for civil rights and social justice. They will also mobilize their collective resources to educate the Black community on the importance of primary care and mental health services, provide needed human resources at wellness and screening events, and provide outreach to the community.

BUDGETARY OVERVIEW - Must match Budget Worksheet

* Funds Requested	* Total Program/Project Cost	Annual Organization Budget
440,000	440,000	11,000,000

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 Partnership of African American Churches (PAAC) is seeking to establish a permanent Comprehensive Community Health Center on Charleston's West Side that will address the physical and mental health needs of the community in addition to the social determinants of health for Charlestonians, intentionally focusing on African American residents and people of color. West Virginia communities with high populations of African American residents and other people of color experience disproportionately high COVID-19 cases and deaths. This disproportionate impact on communities of color is no surprise to public health experts and civil rights leaders. The pandemic has amplified structural inequities and discrimination that have impacted communities of color for generations. The target recipients include low-income residents in Kanawha County, with an intentional emphasis on Charleston's West Side Community and people of color. The anticipated outcomes are to reduce health disparities by increasing the number of individuals in the West Side Community receiving ongoing, culturally sensitive primary care and mental health services. The main facility will be located at the former "Save A Lot" facility at 748 Virginia Street West. The PAAC is asking the City of Charleston for funds (\$440,000) to purchase the building. The PAAC has also engaged ZMM Architects and Engineers to provide preliminary project design and cost analysis. The building is 15,000 square feet and the current construction cost is estimated to be \$150-\$200 per square making the build out cost \$3,000,000 plus an additional \$1,000,000 for medical equipment and furniture. The PAAC will be able to purchase the building immediately upon receipt of funds.

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?

If no, when is expected completion year?

☒ Yes ☐ No

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:

The Partnership of African American Churches (PAAC) is seeking to establish a permanent Comprehensive Community Health Center on Charleston's West Side that will address the physical and mental health needs of the community in addition to the social determinants of health for Charlestonians, intentionally focusing on African American residents and people of color. The facility will be located at the former "Save A Lot" facility at 748 Virginia Street West. The PAAC is asking the City of Charleston for funds to purchase the building.

5. Describe the need for this program/project:

The disparate impacts of the COVID-19 pandemic have brought health and health care disparities into sharper focus; however, health and health care disparities are not new. They have been documented for decades and reflect longstanding structural and systemic inequities rooted in racism and discrimination. For example, in West Virginia: • Average income of Black residents in 2019 was \$20,472 compared to \$28,050 for White residents (United Health Foundation America's Health Rankings). • Poverty rates for Black West Virginians was 29.7% in 2019 compared to 17.1% for White West Virginians (United Health Foundation America's Health Rankings). • The infant mortality rate (per 100,000 population) is 11.4 for Black residents compared to 6.9 for White residents (National Center for Health Statistics, 2016-18 average, www.marchofdimes.org/peristats). • Over 13.8% of Black babies are born with a low birthweight versus 9.4% of White babies (National Center for Health Statistics, 2017-19 average www.marchofdimes.org/peristats). And the list of disparities goes on. The Centers for Disease Control and Prevention (CDC) identifies health disparities as "preventable differences in the burden of disease, injury, violence, or opportunities to achieve optimal health that are experienced by socially disadvantaged populations." A health care disparity typically refers to differences between groups in health insurance coverage, access to and use of care, and quality of care. The terms "health inequality" and

“inequity” also are used to refer to disparities. Racism, which CDC defines as “the structures, policies, practices, and norms that assign value and determine opportunities based on the way people look or the color of their skin,” results in conditions that unfairly advantage some and disadvantage others, placing people of color at greater risk for poor health outcomes. Addressing these health inequities will help to mitigate the disparate impacts of the COVID-19 pandemic and prevent further widening of health disparities going forward. Moreover, narrowing health disparities is key to improving Charleston’s overall health and reducing unnecessary health care costs.

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

- West Virginia Health Right: Physical health
- Family Care: Physical health
- Presteria Center: Mental health

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

The PAAC works in significant partnership with health and other community-related organizations to address needs of people of color throughout the state, with a particular emphasis on Charleston’s West Side community. Thus, the PAAC works with current health providers to make and receive referrals to services, provides linkages to resources, serves as a trusted voice in community activities, and advertises resources to the community. The PAAC approach addresses the powerful, complex relationship that exists between health and genetics, individual behavior, health services, socioeconomic status, physical environment, discrimination, racism, literacy levels, and legislative policies. Services are provided in a way that addresses individuals holistically and defines “health” as not only physical and mental health, but also access to high-quality education; nutritious food; decent and safe housing; affordable, reliable public transportation; culturally sensitive health care providers; health insurance; and clean water and non-polluted air. To address these systemic issues, collaborations are critical and an important value to the PAAC.

8. How will duplication of services be prevented?

West Virginia has a total population of 1.8 million people, and approximately 57,000 (3.2%) are African American. Kanawha County has 13,955 African Americans, or 7% of the population (US Census Bureau). Due to the proportionally smaller population size of African Americans and all racial and ethnic minorities in West Virginia, the needs of this population are often underestimated and underserved. Approaches to service delivery are “broad brush” and provided in the context of the majority Non-Hispanic White population. There is a cultural context to service delivery and health education campaigns that is missing for minority populations. The PAAC will work with current delivery providers while intentionally providing health services that address this cultural context. If the current system was working for minority populations, the health disparities would not exist. Thus, a different approach that provides a three-way partnership between the community (bottom-up), the government (top-down), and outside change agents (outside-in) is needed. The PAAC approach uses this three-way partnership, in addition to principles that include using evidence-based decision making, starting from success, and a work plan that forces behavior change.

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 include low-income residents in Kanawha County, with an intentional emphasis on Charleston’s West Side Community and people of color. Thus, with respect to the number of potential individuals to serve, there are almost 14,000 African Americans in Kanawha County; over 41% of households in Charleston make less than \$34,999 per year; and parts of Kanawha County are health professional shortage areas in both mental health and primary care.

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

There will be no restrictions to services with respect to age, gender, income, or residence.

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

The development of PAAC’s Comprehensive Community Health Center is a natural extension of the organization’s ongoing work in addressing the COVID-19 pandemic and substance abuse disorders. COVID-19 The PAAC has mobilized resources to hire 24 Community Health Workers to serve the state of West Virginia, providing COVID-19 vaccination events in 35 of West Virginia’s 55 counties with the highest rates of underserved populations and people of color. To-date, 6,514 vaccinations have been completed, and the work continues. Unique to the PAAC’s approach is the mobilization of congregations and Black-run organizations such as the NAACP and Black fraternities and sororities to coordinate and hold monthly vaccine and testing events; providing transportation to overcome access barriers; and serving as trusted voices to their communities. A robust effort utilizing the churches websites to publicize events and launch educational campaigns to distribute factual COVID-19 information, while working to counteract misinformation. Substance Abuse Prevention and Treatment The PAAC has been a leader in training Peer Recovery Support Specialists across the state of West Virginia. This evidence-based practice supports individuals in recovery with a trusted peer who has more experience walking the road to recovery to serve as a guide and mentor. The PAAC

has trained over 600 individuals since facilitating the first recovery coaching class in the State of West Virginia in 2012. Through WV DHHR funding for the Prevention and Treatment of Substance Abuse, the PAAC formed coalitions in faith-based communities of color to implement a Strategic Prevention Framework that served identified community needs. As a recipient of SAMHSA’s Drug-Free Communities grant, the PAAC developed the Integrated Wellness and Recovery Center to expand its Peer Recovery Support Services to those recovering from substance misuse and mental health challenges. Thousands of individuals have received mental health and substance abuse counseling, connections to community services to meet basic needs, and assistance with employment, education, healthcare, and other services at the center. The PAAC also owns a community-based radio station WSVQ 92.1 in Charleston to promote advocacy, risk-reduction behaviors, and substance misuse prevention. The PAAC operates a 44-bed men’s residential treatment facility and an 8-bed women’s residential treatment facility. An 8-bed recovery home for women, 8-unit apartment building for women, and 8-bed facility for men have recently been purchased and are being remodeled. The PAAC has also recently purchased 4 lots and will construct 2- and 3-bedroom apartments for families in recovery. The construction is planned for this spring. The PAAC also runs a Medication Assisted Treatment Program (MAT), and substance abuse prevention program targeting communities of color. The PAAC’s MAT program has been successful in reaching and serving individuals with opioid use disorder, conducting follow-up and evaluation for clients served, and retaining clients. Thus, addressing health care and mental health needs is not new to the PAAC. However, through the Comprehensive Community Health Center, the organization will begin providing the proactive prevention strategies in a cultural context to reduce health inequities and disparities in Charleston and throughout West Virginia using satellite offices and telehealth services.

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

- Increase the number of individuals in the West Side Community receiving ongoing primary care.
- Increase the number of individuals in the West Side Community receiving mental health services.

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.

COVID-19 Testing and Vaccinations (awarded): • The Greater Kanawha Valley Foundation: \$40,000 • Benedum Foundation: \$80,000 • West Virginia Bureau for Public Health COVID-19 Surge Testing: \$1,463,801 • West Virginia Bureau for Public Health COVID-19 Vaccinations: \$2,492,286 • Health Resources and Services Administration (HRSA) Local Community-Based Workforce to Increase COVID-19 Vaccine Access: \$1,000,000 • West Virginia Bureau for Public Health Vaccine Equity: \$240,724 • West Virginia Bureau for Public Health Racial and Ethnic Minorities in Rural West Virginia: \$1,852,387

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.

Substance Abuse (awarded): • The Greater Kanawha Valley Foundation: \$35,000 • Substance Abuse and Mental Health Services Administration (SAMHSA) Dimensions of Prevention for Substance Abuse and HIV Prevention: \$1,045,064 • SAMHSA Medication-Assisted Treatment—Prescription Drug and Opioid Addiction (MAT-PDOA): \$1,506,172 • West Virginia Bureau for Behavioral Health Ryan Brown Recovery Housing (2019): \$355,000 • West Virginia Bureau for Behavioral Health Ryan Brown Recovery Housing (2020): \$247,920 • West Virginia Bureau for Behavioral Health Substance Abuse Recovery Residences (2019-2021): 547,702 • Adult Mental Health Drop In Center: \$210,000 • West Virginia Bureau for Behavioral Health SOR Treatment Access and Retention and Peer Recovery Support Services (2019-2021): \$2,184,005

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

The PAAC is requesting \$440,000 from the City of Charleston to purchase the former “Save A Lot” building at 748 Virginia Street West. They are working with the Governor’s Office, the Kanawha County Commission, and the legislature to secure the \$3,000,000 needed for build out and \$1,000,000 for equipment and supplies.

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

The PAAC would have to seek out additional grant funding for the purchase of the building.

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

The PAAC is working with county officials, West Virginia state government, and the West Virginia legislature to secure funding for renovations/build out and start up funds. The PAAC is completing paperwork to become a Federally Qualified Health Center (FQHC) and Community Mental Health Center (CMHC). The funds that are allocated to these health care providers in addition to fees for services will allow the PAAC to sustain the operations of the facilities for the long term.

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

The PAAC has Financial and Control Policies that guide the organization’s fiscal oversight procedures. The purpose of financial management in the operation of all the PAAC activities is to fulfill the organization’s mission in the most effective and efficient manner and to remain accountable to stakeholders, including clients, partners, funders, employees, and the community. In order to accomplish this, PAAC commits to providing accurate and complete financial data for internal and external use by the Executive Director and the Board of Directors. The Board of Directors is ultimately responsible for the financial management of all activities. The Chairman is authorized to act on the Board’s behalf on financial matters when action is required in advance of a meeting of the Board of Directors. • The Executive Director is responsible for the day-today financial management of the organization. The Board authorizes the Executive Director to hire and supervise staff and independent consultants, pay bills, receive funds, and maintain bank accounts. • The Executive Director is authorized to sign all checks. A second signature or official stamp provided by the Chairman of the Board, Vice Chairman of the Board or Treasurer is also required on all checks. • The Executive Director is authorized to enter into contracts for activities that have been approved by the Board as a part of budgets or organizational plans. • The Executive Director is authorized to manage expenses within the parameters of the overall approved budget, reporting to the Finance Committee on variances and the reason for these variances.

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

The PAAC utilizes QuickBooks to identify, track, and report income and expenses. Each grant is tracked separately within the system for transparency and reporting. The organization has an annual audit by an accounting firm to ensure funds are used appropriately.

REQUESTED BUDGET WORKSHEET

Revenue Source Projections

List all Estimated Funding for this Program/Project

* Proposed City ARPA Funding	Internal/Self-Funding
440,000	0
Donations/Other Fundraising	Government Grants/Other
0	0
* TOTAL REVENUE	
440,000	

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
440,000	0	0

Total Expenses

* Amount Requested from City	* Amount from Other Sources	* Total Estimated Expenses
440,000	0	0

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.

Founded in 2001, the Partnership of African American Churches (PAAC) is a 501(c)(3), faith-based community development corporation and licensed behavioral health and substance use disorder provider based in Charleston, West Virginia. Using a collaborative model, PAAC advances community-based approaches to education; health; substance abuse prevention, treatment, and recovery; and juvenile justice. The vision of PAAC is to be a statewide agent of empowerment as it relates to positive community-led change in partnership with government. Details on the COVID-19 vaccination initiative and substance abuse prevention and treatment activities were outlined in the previous question “measurable outcome of the previous years’ work regardless of funding source.”

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

PAAC’s mission is to improve the well-being of all West Virginians by intentionally including communities of color. This approach amplifies the voices of people of color in program planning and decision-making. PAAC has demonstrated experience and expertise implementing public health programs in underserved communities in West Virginia.

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

• Benedum Foundation, Kim Tieman • West Virginia Bureau for Public Health • West Virginia Bureau for Behavioral Health • Renita Poore • Tom Susman, TSG Consulting

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.

West Virginia communities with high populations of African American residents and other people of color experience disproportionately high COVID-19 cases and deaths. This disproportionate impact on communities of color is no surprise to public health experts and civil rights leaders. The pandemic has amplified structural inequities and discrimination that have impacted communities of color for generations. It has been well documented by the CDC that socio-economic inequities and disproportional health disparities place racial and ethnic minorities at far greater risk for higher rates of contraction and complications of COVID-19. In West Virginia, risk factors are compounded by isolation and distance from health centers and testing sites. Using “real time” data from the West Virginia WIN system, the PAAC continues to concentrate on providing COVID-19 vaccination events that serve racial minorities in census tracts with high numbers of people of color and low vaccination rates.

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

Funds are not being requested to replace revenue lost due to COVID-19, but to address health inequities and disparities in communities of color that were accentuated during the pandemic.

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

Addressing health inequities will help to mitigate the disparate impacts of the COVID-19 pandemic and prevent further widening of health disparities going forward. Moreover, narrowing health disparities is key to improving Charleston’s overall health and reducing unnecessary health care costs. In addition, people of color contract COVID-19 at a median age of 32, while Whites contract the disease at 42. This means that people of color are going to have ongoing COVID-related health problems for many years to come and are going to require more healthcare providers in their communities than currently exist.

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:

*

☒ I have read and understand the US Treasury’s guidance regarding the eligibility of American Rescue Plan State and Local government funds

- ☒

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

Rev. James Patterson

Authorized representative of Applicant/Organization

* Date

12/14/2021

Format: MM/DD/YYYY

* PRINTED NAME:

Rev. James Patterson

* TITLE OF APPLICANT:

Chief Operating Officer

* ORGANIZATION NAME:

Partnership of African American Churches

Upload a File

Choose File

No file chosen



Edna Green <egreen@paac2.org>

Urgent

1 message

Edna Green <egreen@paac2.org>

Tue, Jun 29, 2021 at 4:59 PM

To: Bishop Austin <Austinmd7@yahoo.com>, Carolyn Stuart <carolyn.stuart.phd@gmail.com>, "Rev. Bruce Hogan" <bhogan443@gmail.com>, "Rev. James Ealy" <jamesealy@hotmail.com>, "Rev. James Patterson" <patterson@paac2.org>, "Rev. Lloyd Hill" <pastorhill649@gmail.com>, Tia Welch <heartofGodCharleston@gmail.com>

From Rev. Patterson:

Hello Board Members,

There are three matters that need your approval. (Items Highlighted)

1. Maternity Leave. I had a long discussion with Rev. Hogan and he suggested that we provide 4 weeks paid leave making no difference based on the delivery process.

Edna, Wendy and I are in support of his suggestion. **For info only**, we will be receiving a proposal from Employers Innovative Network shortly and if we can come to an agreement they will take care of:

1. Payroll
2. HR
3. Health Insurance
4. 401K

2. There is an option to purchase 210 Virginia Street (MAT Facility) in our current lease. If we choose to purchase we have until December 31, 2021 to close. **(We have to decide by June 30, 2021)**

There is all kinds of money out there and getting the 461,000 before December would probably not be too difficult of a task. The reason that we put that clause in is PAAC spent 125,000 for the build out on the building and we did not want to lose our investment. And, even as we grow the plan is to use that location for the treatment of youth and children.

3. I had a meeting with the city of Charleston and requested 575,000 dollars to purchase the old Save A Lot building one the Westside. The Mayor asked for a proposal. I am requesting permission from the Board to move forward with the development and presenting the proposal.

4. **Information Only**, PAAC will be submitting Its Federally Qualified Health Clinic (FQHC) application this week. It is a rolling application. We expect them to request additional information.

Please submit your vote by email, as quickly as possible. If you have any questions or require clarification, call Rev. Patterson on 304-610-1990

Thanks for your support.

--

Edna

Edna Green

Partnership of African American Churches

P.O. Box 6605

Charleston, WV 25362-0605

Phone: 304-768-7688

Fax: 304-768-7647

Re: Urgent

1 message

michael austin <austinmd7@yahoo.com>

Tue, Jun 29, 2021 at 5:15 PM

To: Edna Green <egreen@paac2.org>, Bishop Austin <Austinmd7@yahoo.com>, Carolyn Stuart <carolyn.stuart.phd@gmail.com>, "Rev. Bruce Hogan" <bhogan443@gmail.com>, "Rev. James Ealy" <jamesealy@hotmail.com>, "Rev. James Patterson" <patterson@paac2.org>, "Rev. Lloyd Hill" <pastorhill649@gmail.com>, Tia Welch <heartofGodCharleston@gmail.com>

Bishop Austin's vote is yes on all line items above.

Thanks

Sent from Yahoo Mail for iPhone

On Tuesday, June 29, 2021, 4:59 PM, Edna Green <egreen@paac2.org> wrote:

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Edna

Edna Green

Partnership of African American Churches
P.O. Box 6605
Charleston, WV 25362-0605
Phone: 304-768-7688
Fax: 304-768-7647



Edna Green <egreen@paac2.org>

Re: Urgent

1 message

Bruce Hogan <bhogan443@gmail.com>
To: Edna Green <egreen@paac2.org>

Wed, Jun 30, 2021 at 6:49 PM

I approve all things highlighted in yellow.

On Tue, Jun 29, 2021 at 5:00 PM Edna Green <egreen@paac2.org> wrote:

From Rev. Patterson:

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Thanks for your support.

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Edna

Edna Green

Partnership of African American Churches

P.O. Box 6605

Charleston, WV 25362-0605

Phone: 304-768-7688

Fax: 304-768-7647

--

Dr. Bruce E. Hogan
304-545-4938 mobile\
304-766-9408 home

Re: Urgent

1 message

Lloyd Hill <pastorhill649@gmail.com>
To: Edna Green <egreen@paac2.org>

Tue, Jun 29, 2021 at 6:31 PM

I'm in agreement with all!

Rev. Dr. Lloyd A. Hill

Sent from my Ipad.

On Jun 29, 2021, at 5:00 PM, Edna Green <egreen@paac2.org> wrote:

From Rev. Patterson:
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Edna

Edna Green
Partnership of African American Churches

P.O. Box 6605
Charleston, WV 25362-0605
Phone: 304-768-7688
Fax: 304-768-7647

Re: Urgent

1 message

Carolyn Stuart <carolyn.stuart.phd@gmail.com>

Wed, Jun 30, 2021 at 3:14 PM

To: michael austin <austinmd7@yahoo.com>

Cc: Edna Green <egreen@paac2.org>, "Rev. Bruce Hogan" <bhogan443@gmail.com>, "Rev. James Ealy" <jamesealy@hotmail.com>, "Rev. James Patterson" <patterson@paac2.org>, "Rev. Lloyd Hill" <pastorhill649@gmail.com>, Tia Welch <heartofGodCharleston@gmail.com>

I vote yes.

On Tue, Jun 29, 2021 at 5:15 PM michael austin <austinmd7@yahoo.com> wrote:
Bishop Austin's vote is yes on all line items above.

Thanks

[Sent from Yahoo Mail for iPhone](#)

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Charleston, WV 25362-0605
Phone: 304-768-7688
Fax: 304-768-7647**

--

Carolyn L. Stuart, PhD

Re: Urgent

1 message

Heart of God Charleston Pastor Tia Welch <heartofgodcharleston@gmail.com>
To: Edna Green <egreen@paac2.org>

Thu, Jul 1, 2021 at 1:25 PM

I vote to move forward on the 3 matters presented.

Thanks,

Pastor Tia L. Welch, ThM

Senior Pastor

Heart of God Charleston

P.O. Box 6242

Charleston, WV 25362

(681) 265-3039 church (304) 951-8847 cellphone

Email: heartofgodcharleston@gmail.comwww.heartofgodcharleston.com**Let's Grow Together!**

On Tue, Jun 29, 2021 at 5:00 PM Edna Green <egreen@paac2.org> wrote:

From Rev. Patterson:

Hello Board Members,

There are three matters that need your approval. (Items Highlighted)

1. Maternity Leave. I had a long discussion with Rev. Hogan and he suggested that we provide 4 weeks paid leave making no difference based on the delivery process.

Edna, Wendy and I are in support of his suggestion. **For info only**, we will be receiving a proposal from Employers Innovative Network shortly and if we can come to an agreement they will take care of:

1. Payroll
2. HR
3. Health Insurance
4. 401K

2. There is an option to purchase 210 Virginia Street (MAT Facility) in our current lease. If we choose to purchase we have until December 31, 2021 to close. **(We have to decide by June 30, 2021)**

There is all kinds of money out there and getting the 461,000 before December would probably not be too difficult of a task. The reason that we put that clause in is PAAC spent 125,000 for the build out on the building and we did not want to lose our investment. And, even as we grow the plan is to use that location for the treatment of youth and children.

3. I had a meeting with the city of Charleston and requested 575,000 dollars to purchase the old Save A Lot building one the Westside. The Mayor asked for a proposal. I am requesting permission from the Board to move forward with the development and presenting the proposal.

4. **Information Only**, PAAC will be submitting Its Federally Qualified Health Clinic (FQHC) application this week. It is a rolling application. We expect them to request additional information.

Please submit your vote by email, as quickly as possible. If you have any questions or require clarification, call Rev. Patterson on 304-610-1990

Thanks for your support.

--

Edna

Edna Green

Partnership of African American Churches

P.O. Box 6605

Charleston, WV 25362-0605

Phone: 304-768-7688

Fax: 304-768-7647

Notice of Subaward

Subrecipient Name: Partnership of African American Churches, Inc.	Name of Federal Awarding Agency: Department of Treasury
Subrecipient's UEI ID: EZSKRL21K3Q7	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: 6/62022 – 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: \$440,000	Total Amount of Federal Funds obligated to the Subrecipient: \$440,000
Approved Budget Categories: EC 2.23 - Strong Healthy Communities: Demolition and Rehabilitation of Properties	
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 Partnership of African American Churches, Inc., (hereinafter referred to as "Subrecipient") with an administrative address of P.O. Box 6605, South Charleston, WV 25362 (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 Principles, 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 \$440,000 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 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-19 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-19 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.

For all procurements of \$50,000 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, The Partnership of African American Churches (PAAC) will establish a permanent Comprehensive Community Health Center on Charleston’s West Side that will address the physical and mental health needs of the community in addition to the social determinants of health for Charlestonians, intentionally focusing on African American residents and people of color.

West Virginia communities with high populations of African American residents and other people of color experience disproportionately high COVID-19 cases and deaths. The pandemic has amplified structural inequities and discrimination that have impacted communities of color for generations. The target recipients include low-income residents in Kanawha County, with an intentional emphasis on Charleston’s West Side Community and people of color. The anticipated outcomes are to reduce health disparities by increasing the number of individuals in the West Side Community receiving ongoing, culturally sensitive primary care and mental health services.

The subrecipient projects that it will require a period of period of one year to implement and achieve the goals of the program.

The objectives to be tracked through performance reports include:

- Purchase of the former “Save A Lot” facility at 748 Virginia Street West

Exhibit B – Project Budget

Item	Amount
Purchase of facility at 748 Virginia Street West	\$440,000
Total Program Cost	\$440,000

Risk Assessment Tool	
Grantee Name:	Partnership of African American Churches, Inc
Grant Program Name:	Comprehensive Community Health Center
Grant #:	
Grant Amount:	\$440,000
Grant Period:	April 8, 2022 - December 31, 2026
Monitor Period:	April 8, 2022 - December 31, 2026
Date of Review:	8-Apr-22
Date of Last Review:	8-May-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	No	0	Inadequate separation of duties, staff not qualified to prepare financial statements. (Remediated)
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	No	0	New financial management and accounting staff hired
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

11

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

1 Resolution No. 671-22

3 Introduced in Council:

Adopted by Council:

5 June 6, 2022

7 Introduced by:

Referred to:

9 Joseph Jenkins

Finance

12 Resolution No. 671-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan
13 Act ("ARPA") funds to Midian Leadership Project in the total amount of \$60,000 and to execute
14 appropriate agreements establishing the terms and conditions imposed upon the recipient,
15 including ongoing duties for reporting on expenditure and programmatic activities and binding
16 covenants to spend funds in accordance with the purposes for which such funds were granted.

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

20 That the Mayor or City Manager is authorized to grant American Rescue Plan Act ("ARPA")
21 funds to Midian Leadership Project in the total amount of \$60,000 and to execute appropriate
22 agreements establishing the terms and conditions imposed upon the recipient, including
23 ongoing duties for reporting on expenditure and programmatic activities and binding covenants
24 to spend funds in accordance with the purposes for which such funds were granted. The grant
25 is approved in full or in part based upon information submitted to the City in the grant
26 recipient's City of Charleston ARPA grant application, attached hereto as Exhibit A. The City
27 Manager is directed to withhold grant funding to the grant recipient should the City Manager
28 determine that the grant recipient has failed to adhere to the obligations established in the
29 agreement or fails to adhere to applicable local, state, or federal law.

American Rescue Plan Act (ARPA) Funding Application

Print

Submitted by:

Status: Open

Priority: Normal

Assigned To: Jonathan Storage

Due Date: Open



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:**

Equipping the Midian Safe Haven

*** Organization Name:**

Midian Leadership Project, Inc.

*** Address:**

711 Park Avenue, Charleston, WV 25302

*** Primary Contact Person:**

Dr. Jeff Biddle

Title:

Executive Director

*** Phone:**

3043828288

*** Email:**

jeff.biddle@gmail.com

Federal Tax ID:

84-2878626

If applicable: DUNS Number:

111865126

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:

Rev. Dr. Jeff Biddle, Jr., Executive Director and Board President Turan De’Angelo Rush, Deputy Director and Board Vice President Blake Roberson Oakley, Treasurer James Tyrell Lucas, Facility Development Coordinator Calvin Lee Wilder, III, Community Peacebuilding Coordinator

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

Our main partner organization is the Up2Us Sports Network, headquartered in New York City, with a regional office in Baltimore with whom we partner in order to staff the Midian Safe Haven. The Up2Us Sports network trains and places mentor-coaches with nonprofit organizations across the country; these mentor-coaches are trained in trauma-informed coaching and mentoring, and serve an Americorps term of six months to one year; in Kanawha County, our organizational cost-share for a full-time, one-year term is \$10,000, while the mentor-coaches receive a stipend and benefits totaling over \$25,000, including a school scholarship and health insurance. The work of these mentor-coaches draws on cutting edge research taking place at the University of Pennsylvania, Eastern University, and other institutions that connects athletics and physical activity with social-emotional growth, educational attainment and trauma healing. Simple acts that take place within athletics, such as facing physical challenges while experiencing connection and cooperation rather than fight or flight, can be harnessed in order to re-wire stress responses and self-conception; in turn, these skills can be applied to other areas where “triggers” might be experienced, and connected to other areas of achievement, especially education and social leadership. Within our context, this partnership allows young adults who have grown up within our own community to serve 1-4 years as trauma-informed mentor-coaches. This reinforces the stability of our community in two ways: the mentor-coaches are uniquely equipped, both in life experience and training, to invest in the lives of younger members of the community. In turn, the position and its benefits allow for young adults in the community to experience financial and social stability while attending college or trade school or otherwise preparing for a future career (which is a complementary piece of the Midian Leadership Project’s Mission). Research becomes more clear by the day that our young people have experienced the COVID-19 Pandemic as a collective trauma, which is manifesting in behaviors from chronic acute anxiety, to disruptive and delinquent behavior ranging from interrupting class to nighttime joyriding. A key component of our request is to fund trauma-informed mentor-coaches over the next 1-2 years who will use the methods above to mentor students in the Capital High School district, achieving outcomes including healing form anxiety and trauma (measured by social and emotional learning surveys administered by the mentor-coaches and distributed and recorded by the Up2Us Sports Network), making up for learning loss, and creating viable paths toward a stable future. We currently partner with the Capital High School football team, the Capital High School Men’s and Women’s Basketball Teams, and the West Side Middle School Football Team.

BUDGETARY OVERVIEW - Must match Budget Worksheet

* Funds Requested	* Total Program/Project Cost	Annual Organization Budget
60,000	155,600	350,000

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

Total Request - \$60,000 During the winter of 2020-2021, the Midian Leadership Project undertook our largest project yet: purchasing and renovating the “Old Save Supply Property” across from West Side Middle School in order to transform it into a community center focused on educational support, leadership development, and trauma healing for young people, primarily low income young people in the Capital School District, ages 10-25. This center is unique in the city of Charleston in that it is owned and operated by former high school and college athletes who grew up within the community, and who receive training as trauma-informed mentor-coaches, as described elsewhere in this

application. The COVID-19 pandemic affected this project in two major ways. First, the COVID-19 significantly limited the degree to which we were able to engage in traditional fundraising activities such as banquets, tours, events, etc. Our fundraising progress is currently about 25% behind what we had hoped and planned for 2021, and while we had hoped for a formal opening in the fall, we are now looking at a spring timeline. At the same time, the pandemic created incredible demand for our services. As schools and colleges went hybrid or online, demand for technology access, tutoring, and help navigating admissions and transfers increased drastically. The anxiety, depression, learning loss, and accompanying destructive behaviors led countless adults and youth to seek us out for help. The purpose of this request for ARP funding is two-fold: the first part of the request is for funding for three additional trauma-informed mentor-coaches to work with our community's young people in the year to come, helping them learn to adapt to and recover from the effects of the ongoing COVID-19 pandemic and its disruptions to family life, education, athletics and physical activity, and mental well-being. The second part of the request is for funds to finish three aspects of the center that pertain directly to our mentor-coaches' and volunteers' ability to offer services on the ground: the completion of our kitchen, our educational space, and our workout room.

Request Part 1 - Three Americorps Mentor-Coaches: \$30,000 requested of \$57,500 total The first portion of the request is funding for three mentor-coach positions; each has a cost-share of \$10,000. Midian is self-funding an Americorps Vista, a role that helps coordinate and build capacity (\$7,500), Unicare is funding a mentor-coach at \$10,000, and we have requests in to Greater Kanawha Valley African American Philanthropy and the Mennonite Central Committee to provide funding for one half of a position each (for a total of \$10,000). The Vista and two mentor-coaches are enough to keep the center running with the help of volunteers, but we are experiencing high demand for the kind of services these coaches provide, both at the center and in partnership with schools. \$30,000 would allow us to add three mentor-coaches to the Safe Haven, each of whom would directly serve youth from our community during the coming year. (For a detailed description of our partnership with Up2Us Sports, the role of the coaches, and the benefits received, please see the "partners" section above). The short-term outcomes of this portion of the request include three additional young adults, trained in trauma-informed coaching and mentoring, investing in the young people of the community during this next year of adaptation and recovery. Short-term outcomes of this mentoring will include increased educational attainment, and social and emotional learning geared toward positive reframing and channeling of stress, anxiety, and trauma triggers, leading to better behavior in school and better emotional well-being. Measurements of these outcomes include a record of young people served and surveys distributed by the Up2Us Sports Network. Long-term outcomes of this portion of the request include stability among the neighborhoods young-adult population, as the young adults whose years of service is funded pursue education and career in a stable environment, and as youth mentored by the young adults funded enter young adulthood with more stability.

Request Part 2 - Educational Space and Equipment: \$10,000 requested of \$11,000 total We at the Midian Leadership Project are working to open our services fully to the community as quickly as possible. A key element of that process is equipping our educational space. This portion of the request can be divided into three sections: technology, literacy, and educational space. Technology access has and continues to be an important aspect of adapting to the recovering from the COVID-19 pandemic, and over the course of the past two years, Midian has sought and received grants to improve access to technology for students in the Capital High School district. Now that we are in a position to equip a physical location, we are seeking to install a computer lab at the Midian Safe Haven. \$3,000 will allow us to purchase eight computers at approximately \$300 each, plus desks and chairs at which to use them. Literacy education is a key component of overall academic success and of the recovery from learning loss associate with the COVID-19 Pandemic. Midian's literacy education initiative, begun by one of our young adult leaders who graduated from Capital High School and currently studies business at West Virginia University, involves making accessible and incentivizing the reading of a broad variety of literature from a wide set of relevant cultural backgrounds. Most Appalachian young people use at least two dialects, and access to literature in formal, standard English (which aids with vocabulary, formal academic writing and standardized test taking) and literature which includes relevant cultural elements (in our context in particular, Appalachian and African-American literatures) are mutually beneficial to the construction of young people's own voice and identity as well as their writing and comprehension skills. Numerous studies confirm the connection between easy access to literature and educational attainment, and Midian's literacy education initiative connects with our other leadership development activities by offering access to nonfiction literature that pertains to issues that Midian's young people show interest in addressing with their own leadership, including entrepreneurship and restorative justice. \$3,000 combined with \$1,000 of self-funding toward this initiative will allow us to equip Midian with books in the genres of young adult fiction, historical novels, African-American literature, Appalachian literature, business entrepreneurship, restorative justice, and community development, as well as enough shelving to contain the books. An Educational Space is also important for Midian's work, for obvious and practical reasons. In order to equip an educational space for Midian's work, \$4,000 would allow us to purchase chairs and tables to seat up to 100 people (\$3,600) a projector and screen for presentations (\$900) and two rolling dry erase boards (\$250 each). Short-term outcomes of this portion of the request include increased educational attainment and test scores, increased pace of making up for learning loss, and technology accessible during afternoon and evening hours in the heart of the West Side neighborhood, directly across from West Side Middle School. Long-term outcomes include higher graduation rates and college and career access, as well as young adult leaders equipped to address key issues, such as business ownership and other aspects of community development, that face our neighborhood.

Request Part 3 – Equipping Midian's Kitchen: \$10,000 requested of \$27,100 total Nutrition is an integral aspect of youth development in underserved low-income areas such as Charleston's West Side. The Midian Leadership Project is developing a kitchen at the Midian Safe Haven that will serve several functions. Midian serves many students through partnerships with local sports teams; our partnership with the Capital High School Football Team began with a request for meals on the day before games – securing game day meals was easy for the team, but nutrition the night before was just as important to athletes' performance, but much more difficult to secure. Our program providing nutrition to athletic teams continues, years later. Midian has also begun providing nutrition to students who visit the Safe Haven, in partnership with the Pallottine Foundation of Huntington, a health-oriented foundation that serves our county. Midian also plans to use the kitchen for life skills training in cooking and food preparation, and food is generally necessary for youth events that last more than an hour or two. We have already secured

a donation of countertops from Bailes Granite on the West Side, \$7,100 to purchase food, a commercial refrigerator, and a commercial freezer for the kitchen, and a \$10,000 grant from UniCare for upgrades to plumbing and electricity to the room that is becoming the kitchen. \$10,000 from the ARP fund will allow us to purchase a convection oven (\$4,500), two prep tables (\$500 each), an ice machine (\$2,000), cabinets and shelving (\$1,000), and cooking equipment such as pans, pots, utensils, etc. (\$2,000), bringing our kitchen to the point that we can begin using it. Short-term outcomes of this portion of the request include access to nutrition and life-skills training for young people we serve. Long-term outcomes include strengthened partnerships with local schools and sports team and better nutrition and health outcomes for young people we serve. Request Part 4 – Equipping Midian’s Exercise Facilities: \$10,000 requested of \$50,000 total. Midian’s work is based in the interconnected relationship between physical activity, team sports, trauma healing, educational attainment, and leadership development, and physical activity is a key component of the holistic work that our mentor-coaches do with our young people, harnessing the emotional learning and cooperation inherent in these activities in order to promote trauma-healing, trust building, and holistic well-being. Through contributions from River Ridge Church, the Kanawha County Commission, and individual donors, we have acquired the funds to install a gymnasium in what was formerly a large garage space in the property this winter, at a total cost of \$40,000. An additional \$10,000 in ARP funding would allow us to complete our exercise room, which would include a smith cage (\$5,700), Olympic weights (\$750), dumbbells (\$3,000), racks (\$200), and workout blocks (\$350), equipment identified by our deputy director, Turan De’Angelo Rush, a former Division One football player, as the best fit for our training programs. Short-term outcomes of this portion of the request include the immediate accessibility of a fuller range of athletics-based trauma healing programming by our mentor-coaches, with outcomes including trauma healing, social-emotional development, and associated behavioral improvements in school and other settings. Long term outcomes include better health and educational outcomes as the youth we serve enter young adulthood, along with strengthened partnerships with local schools and athletic programs.

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?

Some elements, especially Americorps terms, will carry over into part of 2023

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:

We are requesting funds to bring on three additional trauma-informed mentor-coaches to our program, selected from young adults within our community, as well as equipping our educational space, kitchen, and exercise room to offer holistic services to primarily low-income youth in the capital district.

5. Describe the need for this program/project:

The COVID-19 Pandemic has produced skyrocketing anxiety, depression, and uncertainty in teenagers, and interruptions to schooling and extracurricular activities has produced learning loss and loss of social adaptation, as well as collective trauma. This project will directly

address trauma healing, learning loss, and anxiety by expiditing and expanding the accessibility of these services within the Captial High School district.

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

Step By Step, the Bob Burdette Center, The Second Avenue Center, and the Boys and Girls Club offer quality after-school programming to young people in the Captial High School district.

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

We collaborate on some events, and have staff-shared with Step By Step on projects in the past. We collaborate with the Second Avenue Center by intentionally offering a "next step" for young people attending that program who are moving to sixth grade. Our primary collaboration comes from reaching different segments of the population (See #8).

8. How will duplication of services be prevented?

Duplication is prevented by our intentionality about getting services to specific segments of the population that are unreached by traditional after-school programming. Many of the founding members of the Midian Leadership Project grew up at either the Second Avenue Center or the Bob Burdette Center, but stopped accessing after-school programming in middle school due to their commitment to sports and other extracurricular activities. The Midian Leadership Project targets two segments of the youth population not served by traditional after school programs: those who have "graduated" from the Second Avenue Center and who are now in Middle School, and those who, due to athletic and other extracurricular commitments, do not access programming in the after-school hours.

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 our services are low-to-middle income middle and high school students from the Capital High School district, especially those who attend West Side Middle School. We gladly serve those from other school districts and income levels who find our services needed. We expect to offer significant service to at least 200 young people over the course of the fiscal year, and to offer at least some service to significantly more. We calculate this number based on quarterly interactions with our partner organizations and initial use of our yet-unfinished space. As a part of our Community Development Block Grant funding, we report young people served in the center itself. Some young people are served by trauma-informed coaches in other settings, including schools.

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

Young people who visit our center without an accompanying adult are expected to be in sixth grade or above. We aim to serve people primarily under the age of 25, but this is not a hard cutoff. We aim to serve and can report serving primarily low-to-middle income people, but there is no means-test for our services.

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

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

Measurable outcomes include 200+ young people served from primarily low-to-middle income households, and improved social-emotional state as recorded by Up2Us surveys.

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.

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.

Kanawha County Commission Matching Grant: \$100,000 (Received) River Ridge Church Matching Grant: \$100,000 (Received) UniCare Health Services Grant: \$20,000 (Received) Pallottine Foundation of Huntington Grant: \$7,100 (Received) Toyota Foundation Grant: \$2,000 (Received) Greater Kanawha Valley Association African American Philanthropy Grant: \$5,000 (Requested) Mennonite Central Committee COVID-19 Relief Grant: \$5,000 (Requested)

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

For mentor-coach staffing, revenues include \$7,500 self-funded for an Americorps Vista position, \$10,000 from Unicare for a single position, and \$5,000 each requested from the Greater Kanawha Valley Association African-American Philanthropy for another single position, plus our \$30,000 request to the city for three additional positions. Revenue for educational space and equipment includes \$1,000 self-funded for our literacy initiative, and \$10,000 requested for educational space, technology and equipment. Revenue for equipping the kitchen includes \$10,000 from UniCare, \$7,100 from the Pallottine Foundation of Huntington, and our \$10,000 request to the city. Revenue for outfitting exercise spaces includes \$40,000 from River Ridge Church and the Kanawha County Commission to outfit the gym, plus our \$10,000 request to the city to outfit the exercise room.

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

If the request for trauma-informed mentor-coaches is not fully funded, our adjustment will be to fund fewer coaches in the short term, while continuing to work towards a long-term funding equilibrium; we currently feel a heightened need for trauma-informed mentor-coaches who can connect with various groups of students, but can operate with fewer. If requests for kitchen, educational, or athletic equipment are not fully funded, we will continue to seek funding from other sources to complete these projects.

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

Our requests for kitchen, educational, and athletic equipment are long-term investments; with the partial exception of certain technology, this equipment should serve our organization for 5-10 years into the future. For the trauma-informed mentor-coaches, we sense a heightened need for mentors to work directly with students due to the COVID-19 pandemic, and are requesting to employ more than average during the ongoing pandemic and recovery period; for long-term sustainability, we are working towards becoming an Americorps direct host site, a process that takes up to two years.

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

Every board member as well as our accounting firm has constant, real-time access to online banking and accounting records of the organization.

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

Our accounting firm, Herman and Cormany, keeps record of our income and expenditures.

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

* Proposed City ARPA Funding	Internal/Self-Funding
60,000	8,500
Donations/Other Fundraising	Government Grants/Other
67,100	20,000
* TOTAL REVENUE	
155,600	

Expenses Projections

List all Estimated Expenses for this Program/Project

Salaries/Wages

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
30,000	27500	57500

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
30000	68100	98100

Total Expenses

* Amount Requested from City	* Amount from Other Sources	* Total Estimated Expenses
60000	95600	155600

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 Midian Leadership Project grew out of the collective work of student-athletes of Capital High school’s football and basketball players during and after the years that both teams reached state championship games. They leveraged their common experiences and a commitment to help one another succeed to raise the graduation rate at Capital High School by ten percent, with a record number attending college or beginning careers after graduation. The Midian Leadership Project was formed to reinvest their energy and passion in the next generation. To date, the Midian Leadership Project’s most ambitious undertaking is the opening of the Midian Safe Haven in the “old save supply property,” a once-vacant industrial property across from West Side Middle School. The Safe Haven is designed to be a home base for educational support and leadership development for young people in the Capital district and beyond, rooted in trauma-informed sports programming, mentoring, and peace building work. Midian’s core work includes education, college access, and career support, including college visits around the region and test prep. Midian also connects young people with community development and peace building training; our philosophy is based in the ideas of civil rights leader and community developer Dr. John Perkins, who teaches that those who have grown up within the community, if given the right support, are the best equipped to lead the community forward in a transformative way. Midian’s work aims toward producing socially and economically stable community leaders who remain in their community to reinvest, defying Appalachia’s long-standing issue of young people leaving the region.

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

The Mission of the Midian Leadership Project is to develop community leaders through a combination of educational, family, and faith support, anchored in sports-related programming, for young people ages 10 to 25.

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

Jennifer Starks, Teacher, West Side Middle School (681-422-1039) Mark Mason, Head Coach, Capital High School Football (304-415-5922) Claire Snyder, Pallottine Foundation of Huntington (cesnyder@pallottinehuntington.org) Mike Cunningham, Capital High School Women's Basketball (304-444-7056)

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.

COVID-19 has significantly impacted our organization. We were about to begin renting a space when the lockdown arrived, and the building we were going to rent in decided to shut down entirely. For almost a year, we operated in temporary outdoor spaces, even as the needs of students skyrocketed. As we have purchased and renovated our new property, COVID-19 significantly impeded our ability to fundraise in traditional ways, such as banquets and other meetings. In addition, with online school leading to incredible amounts of learning loss and the ongoing aspects of the pandemic—from lack of athletic activity to death of neighbors and loved ones to constant uncertainty about the future—has produced high levels of anxiety and trauma in young people, demand for our services has skyrocketed even as our ability to provide them has decreased.

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

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

Assistance from ARP funding through the city of Charleston will jump-start our ability to provide nutrition, education support, and mentoring during these crucial months of recovery and reorganization for our city’s young people. We will be able to serve as a key hub of support and recovery for young people who have been impacted by the pandemic in a way that brings mental health, educational attainment, and social support together in a holistic approach. We will be able to turn much of our efforts from finishing fundraising and renovations to serving the youth of our community directly in a time when they need it most.

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.
- *
☒ 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

Jeff E. Biddle, Jr.

12/15/2021

Authorized representative of Applicant/Organization

Format: MM/DD/YYYY

* **PRINTED NAME:**

Dr. Jeff E. Biddle, Jr.

* **TITLE OF APPLICANT:**

Executive Director

* **ORGANIZATION NAME:**

Midian Leadership Project, Inc.

Upload a File

Choose File

No file chosen

Notice of Subaward

Subrecipient Name: The Midian Leadership Project, Inc.	Name of Federal Awarding Agency: Department of Treasury
Subrecipient's UEI ID: PQXTD628EAM7	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: 6/6/2022 – 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: \$60,000	Total Amount of Federal Funds obligated to the Subrecipient: \$60,000
Approved Budget Categories: EC 2.25 - Addressing Educational Disparities: Academic, Social, and Emotional Services	
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 The Midian Leadership Project, Inc., (hereinafter referred to as "Subrecipient") with administrative offices at 8 Lovell Dr. Charleston, West Virginia 25302, United States (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 Principles, 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 \$60,000 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 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-19 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-19 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.

For all procurements of \$10,000 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, Midian Leadership Project will continue to develop and expand the services provided at the Midian Safe Haven by financing three additional trauma-informed mentor-coaches to work with the community's young people in the year to come, helping them learn to adapt to and recover from the effects of the ongoing COVID-19 pandemic and its disruptions to family life, education, athletics and physical activity, and mental well-being.

During the winter of 2020-2021, the Midian Leadership Project began the purchase and renovation of the "Old Save Supply Property" across from West Side Middle School in order to transform it into a community center focused on educational support, leadership development, and trauma healing for young people, primarily low-income young people in the Capital School District. The organization will additionally use the funds to complete the expansion of the facility's kitchen, educational space, and gym.

The subrecipient projects that it will require a period of one to fully implement the programs and successfully serve provide services to the underserved youth of the Charleston area.

The objectives to be tracked through performance reports include:

- Completion of development of the new kitchen, educational space, and workout room
- Number of new trauma informed counselors hired to provide services to local youths
- Number of new participants enrolled in the Midian Leadership Project's services (#of individuals/quarter)

Exhibit B – Project Budget

Item	Amount
Pay and Benefits for 3 AmeriCorps counselors	\$30,000
Equipment and Supplies for Safe Haven Educational Space	\$10,000
Equipment and Supplies for Safe Haven Kitchen	\$10,000
Equipment and Supplies for Safe Haven Gym	\$10,000
Total Program Cost	\$60,000

Risk Assessment Tool	
Grantee Name:	Midian Leadership Project
Grant Program Name:	Safe Haven
Grant #:	
Grant Amount:	\$60,000
Grant Period:	April 8, 2022 - December 31, 2026
Monitor Period:	April 8, 2022 - December 31, 2026
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	
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	No audit conducted
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	No	0	
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 previous government grants
14	Have the applicant's financial reports for any previous programming been adequate, accurate and on time?	1	N/A	0	No audits or reports

Available Total14

Total Risk Score7

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

1 Resolution No. 672-22

3 Introduced in Council:

Adopted by Council:

5 June 6, 2022

7 Introduced by:

Referred to:

9 Joseph Jenkins

Finance

12 Resolution No. 672-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan
13 Act ("ARPA") funds to Hope for Appalachia in the total amount of \$45,000 and to execute
14 appropriate agreements establishing the terms and conditions imposed upon the recipient,
15 including ongoing duties for reporting on expenditure and programmatic activities and binding
16 covenants to spend funds in accordance with the purposes for which such funds were granted.

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

20 That the Mayor or City Manager is authorized to grant American Rescue Plan Act ("ARPA")
21 funds to Hope for Appalachia in the total amount of \$45,000 and to execute appropriate
22 agreements establishing the terms and conditions imposed upon the recipient, including
23 ongoing duties for reporting on expenditure and programmatic activities and binding covenants
24 to spend funds in accordance with the purposes for which such funds were granted.
25 The grant is approved in full or in part based upon information submitted to the City in the
26 grant recipient's City of Charleston ARPA grant application, attached hereto as Exhibit A. The
27 City Manager is directed to withhold grant funding to the grant recipient should the City
28 Manager determine that the grant recipient has failed to adhere to the obligations established
29 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

Priority: Normal

Assigned To: Jonathan Storage

Due Date: Open



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:**

The Harbor House of Charleston - a Maternity Residential Home

*** Organization Name:**

Hope for Appalachia

*** Address:**

213 Randolph Street, Charleston, WV 25302

*** Primary Contact Person:**

Erin Flanagan

Title:

Director of Development and Donor Relations

*** Phone:**

304-993-5693

*** Email:**

erin@hopeforappalachia.org

Federal Tax ID:

47-2796944

If applicable: DUNS Number:

014658065

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:

JASON MCCLANAHAN - President Jason is a pastor at Randolph Street Baptist Church in Charleston, W.Va. Jason’s undergraduate work in social work allowed him to work in a number of nonprofit organizations, including Sojourners Women’s Shelter, the Mountain Mission and as a chaplain at the Union Mission Crossroads Men’s Shelter in Charleston. Jason serves as the president of Hope for Appalachia. He holds a bachelor's degree in social work degrees from West Virginia State University,a master's of divinity from Virginia Beach Theological Seminary and a doctor of ministry from The Master’s Seminary. ROGER SHEALY - Treasurer Roger is a certified public accountant and the chief financial officer of the law firm Bailey & Glasser, LLP, regionally headquartered in Charleston, W.Va. Previously, Roger served as the CFO and chief economist for SKadvisors, LLP, the CFO of Heritage Communications Corporation and as a senior internal auditor for Brevard County, Florida. Roger graduated from Liberty University with a bachelor's degree in accounting. ANDREW STONESTREET - Secretary Andrew is an attorney at the law firm Bowles Rice, LLP in Charleston, W.Va. Andrew is admitted to practice law in the state of West Virginia, federal courts, and the United States Court of Appeals 4th Circuit. Andrew earned a bachelor's degree in accounting from Marshall University and a doctor of jurisprudence from West Virginia University. MICHAEL FARMER Michael is a Program Manager for Step by Step Charleston, a Pastor of Risen City Church, and a Youth Community Outreach Coordinator of Resurrection Church. Previously, Michael was the Afterschool Director of the Charleston Resource Center and a Program Manager of Boys and Girls Clubs of Charleston/Saint Albans. KEITH PICKARD Keith is a banking officer and Associate Relationship Manager with BB&T Wealth and has over 8 years of banking experience. He holds a B.A. from Appalachian Bible College and an M.A. from The Southern Baptist Theological Seminary. JULIA MORAN Julia Moran has lived most of her life in Charleston WV. A graduate of Marshall University she has worked most recently in banking as a Trust Advisor. She enjoys community service and has served as Treasurer for Daymark, a youth service organization and as a founding member and board President of Charleston’s Main Street, a community focused revitalization organization. She enjoys gardening, cooking, helping with her husband’s business, Retirement Planning Group of WV, and being her son’s Chauffeur to his many interests in sports, arts and friends. ERIN FLANAGAN - Director of Development and Donor Relations Erin has worked at Hope for Appalachia for 3 years. She has helped in the opening of the Children’s Resource Center and established the HOPE Closet Program, which allows a partnership with many Kanawha County Schools. She and her husband moved from Colorado 11 years ago and live on the East End with their 4 children. Their love for the region and the people of Charleston has kept them in West Virginia. RACHEL ASHWORTH - HR/Financial Coordinator Rachel has worked in Human Resources for the past 7 years, assisting with staffing, training, and development. She believes that helping people perform at their very best is crucial for any organizations success. Rachel was born and raised in West Virginia and has an enduing love for the people in our community. TRACY TUGWELL - Family Advocate Tracy works for the Children’s Resource Center helping families get emergency assistance and getting them connected to services that other organizations offer in Charleston.

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

Hope for Appalachia opened the Children's Resource Center (CRC) in February 2020. The need for support for families and children that have been impacted by addiction continues to grow and at times there seems to not be enough support. The focus of the CRC is to help those that have been impacted by addiction in their families. The CRC has helped families that are struggling to get by if a parent is going through a recovery program, families that have lost a parent because of a fatal overdoes, or food and clothing to families where kids lack necessities such as food and clothing because of money mismanagement in relation to substance abuse. Through the pandemic we have partnered with Step by Step and helped distribute over 70,000 meals to children struggling with food insecurity. Another partnership is with over 20 Kanawha County Schools. The CRC place a HOPE Closet in schools so children that do not have toiletry items at home have access to them so they are able to maintain their hygiene and arrive at school ready to learn.

BUDGETARY OVERVIEW - Must match Budget Worksheet

* Funds Requested	* Total Program/Project Cost	Annual Organization Budget
75,000	355,000	450,000

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 COVID-19 Pandemic has changed the dynamic of our nation. Families and individuals struggled with job loss, food insecurity, and isolation along with amplified stressors of everyday life. For some this caused a new substance addiction, relapsing after addiction recovery, or moving further into an active addiction. As a result, in the year 2020, West Virginia experienced the highest year of drug overdoses and lost a total of 1,349 people to fatal overdoses. That is on average three people a day. That is three families broken every day over the loss of a loved one. West Virginia has stepped up and increased programs to support people battling addiction with more recovery options as well as distributing naloxone to save lives! However we do have one gap in service in our Capital City that affects the smallest of West Virginians; lack of supportive housing programs for pregnant women battling addiction. While they may have access to recovery programs that are uniquely tailored to their needs and the needs of their baby, there needs to be a safe and collaborative housing program to help women through their pregnancy as well as the post birth transition. This will not only have an impact on the woman, but their child as well! In meetings we have had with staff from the CAMC Women's Health Addictions Program, they site lack of a stable and supportive living situation as one of the main factors that women leave the recovery program, or choose why they choose not to start it in the first place. They have family in active addiction in their home, they don't have a partner that is supportive to the change in their lifestyle, or they cannot leave their children with unsafe family members while they themselves complete a recovery program. A woman battling addiction comes with many factors. If she is pregnant that adds many more to consider. In late 2022, Hope for Appalachia (HFA) aims to open The Harbor House of Charleston - a residential maternity program that meets the unique needs of pregnant women battling addiction. Women will find support through their recovery program and grow in their spiritual health, physical health, mental/emotional health and education & training. All these things will assist them when they are ready to transition out of the Harbor House into a safe and substance free lifestyle with their child. For women that already have children, HFA is toward having a number of host families certified through Safe Families for Children. This will allow women to enter the Harbor House while a safe and certified family cares for their child. By using a resource such as Safe Families we take the burden off of the foster care system. The Harbor House will have 24 hour staffing to ensure the safety and security of the residents at all times. During the day staff and volunteer staff will help residents work through goals they have set for themselves as well as be consistent with appointments that are a part of their recovery program and development. The harm reduction portion of their recovery will be carried out by the CAMC Women's Addiction Program. This is a seasoned program that helps taper women off of harm reduction medications so they are abstinent at the time of birth. This drastically reduces the changes of Neonatal Abstinence Syndrome (NAS) and NICU time for the baby. After a resident gives birth they will continue to live at the Harbor House for a flexible amount of time. The transition time with a newborn can be difficult, so residents are not pressured to leave until they have a secure transition plan that will allow them to maintain a substance-free life successfully. At this stage of developing the Harbor House, HFA is looking for a facility near Women's & Children's so care will be easily assessable for residents. Once a facility is found and modified to fit the needs of residents we will be able to move quickly to open the House. The goal is to have it open by the 4th quarter of 2022. Initially we will be open to house 6-8 women, but ultimately we are serving 12-16 through the entirety of the program. Once open, the Harbor House will continue to serve pregnant women battling addiction. The affects of covid will be with us for many years to come. Our communities have been battling addiction for many years and COVID-19 has increased the struggle that many West Virginians have with addiction. The Harbor House will not only help women who are currently working to overcome their addiction, but it will also help the next generation to have a better foundation and a better chance to overcome the cycle of addiction.

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?

If no, when is expected completion year?

☒ Yes ☐ No

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:

The funds requested will be used for half of a year’s salary for the Director of theHarbor House, a portion of the initial expense for a facility where the residents will live, and start up items that will be needed for the facility. We are currently looking for a facility near CAMC Women’s and Children’s Hospital so the residents are close to where they receive their prenatal and recovery care.

5. Describe the need for this program/project:

The number of women in the Charleston area that actively use substances during pregnancy is high. In July 2019, 35-76% of the UDS (urine screen) were positive for a substance. This substance abuse can result in Neonatal Abstinence Syndrome (NAS) which can increase the cost of deliver from \$2,000 to \$36,000. Women battling addiction while pregnant have more incentive to go through a recovery program. They are concerned for the health of their child and want to maintain custody of their child after birth. Women lacking safe and supportive housing while undergoing treatment are more likely to relapse. Unsupportive partners, stressful home life, living with a person in active addiction, or simply not having housing are just some factors that contribute to a relapse or quitting a recovery program. This is reality for many women in our community.

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

At this time there are many programs that assist women in recovery during pregnancy. However there is not a residential program that is specifically for pregnant women going through recovery.

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

We are currently meeting with the staff of the CAMC Women’s Health Addictions Program. We have discussed strategies on how to communicate during the recover process of a resident, what the biggest needs of their patient are, and how we can help women battling addiction. Jennifer DePond said ‘You cannot start this soon enough’. They were very excited to have and organization willing to change the lives of women in our community. Cross Roads Pregnancy Center has an amazing Earn While You Learn program that educates women and their parters about pregnancy, childbirth, and parenting as well as a number of other useful topics. When clients complete classes, they can earn items for their child such as cribs, clothing, and diapers. We have discussed having staff from Cross Roads come to the Harbor House for the classes once the facility is open. Daily we are working to make more connections with organizations and people that have a passion for this area of service, and that have services we can use to help residents prepare for the birth of their child and the transition away form the Harbor House.

8. How will duplication of services be prevented?

Through our community with the Children's Resource Center, we know and understand what many other organizations in our community provide. We often refer clients to organizations that provide services that we do not. We refer outside because we know that the issues in our community cannot be solved by one organization alone and that it would be fruitless to duplicate something that another organization does well. We will continue to make connections and partnerships with organizations that can benefit our residents.

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 Harbor House is a residential maternity home designed specifically for women battling addiction during their pregnancy. While some women have supportive homes and communities that are helpful while undergoing treatment for addiction while pregnant, many do not have a stable environment that will support or assist her with her recovery or a woman may not have housing at all. We will serve around 12 women a year through our residential maternity home program and anticipate the birth of 6 babies that will live in the home with their mom until they are ready to transition into a stable living situation. Relapse is a part of recovery. We understand that a woman might begin the recovery program, but for reasons decides not to continue. For that reason we anticipate women beginning the residential program, but not finishing through time time of birth. If a resident has a committed partner that is active with the pregnancy, we will will incorporate them into the woman’s individual program. But only women and their infants can live at the Harbor House.

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

The Harbor House is open for women that are 18 years or older, at any stage of pregnancy, and enrolled in the CAMC Women’s Health Addictions Program or a complementary program that uses tapering harm reduction medications with the goal of abstinence at the time of birth. There is no cost for the resident live in the Harbor House.

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.

6 women will live at the Harbor House and complete the recovery program through the birth of their child. 12 women will receive education related to their needs, stage of pregnancy, and stage of life.

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.

n/a

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.

n/a

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

The first year the cost of the Harbor House will be \$355,000. Bulk of the expenses will be from salaries/wages and Program Materials, specifically the facility. In order to keep residents safe we will have 24 hour staffing. The initial downpayment and modifications to a building are a high expense for the first year, but will drastically reduce in following years.

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

If our request is not fully funded we would will continue to pursue other foundations and grants that have monies specificity for a program like ours. All budgeted portions of the program and necessary for the success of residents.

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

The first year of operation for the Harbor House will be the most expensive. We strive to be conservative in what we spend money on so we are good stewards of funds that have been donated to us. Finding a facility and making modifications for residents will be an expense that we will have in the first year. Grants and private donations will be an ongoing effort to keep the facility open. We have also been fortunate to save a large sum so we will have operating expenses for three months in the bank.

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

On an annual basis our board approves a budget for Hope for Appalachia. The HR/Financial Coordinator monitors spending and manages the categories we have set in quickbooks. It is reviewed on a monthly basis with the Director of Development to check for errors and make sure it is on track with the budget. This is reported to the President 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?

The Financial/HR Coordinator will continue to use Quickbooks to track the grant spending. She will “track expenses by donor” and enter all information regarding every transition related to the grant. Then the same checks we have in place for our general spending will apply also

to grant money.

REQUESTED BUDGET WORKSHEET

Revenue Source Projections

List all Estimated Funding for this Program/Project

* Proposed City ARPA Funding

Internal/Self-Funding

75,000

50,000

Donations/Other Fundraising

Government Grants/Other

115,000

115,000

* TOTAL REVENUE

355,000

Expenses Projections

List all Estimated Expenses for this Program/Project

Salaries/Wages

Amount Requested from City

Amount from Other Sources

Total Estimated Expenses

15,000

110,000

125,000

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

20,000

20,000

Program Materials

Amount Requested from City

Amount from Other Sources

Total Estimated Expenses

45,000

130,000

175,000

Marketing

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
0	10,000	10,000

Supplies

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
15,000	10,000	25,000

Other

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

Total Expenses

* Amount Requested from City	* Amount from Other Sources	* Total Estimated Expenses
75,000	280,000	355,000

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.

Hope for Appalachia was established six years ago in response to the opioid epidemic in Charleston. The founders knew men that they had grown up with in Charleston that were battling addiction. From there, Hope for Appalachia stated a men’s transition home that was free for men who had gone through a recovery program and were working on integrating back into their community. During their time at the transition home they worked to pay off debt and reconcile relationships that had been broken as a result of their addiction. In 2020 Hope for Appalachia opened the Children’s Resource Center as a way to support whole families who have been impacted by addiction. Choices that family members make can leave spouses and children in desperate situations without food or housing. We get children and families the things they need and get them connected to services that will support them as well. In 2021 we decided to close the transition home because the location was not favorable for our residents or for the neighborhood it was in. We want to be an organization that elevates a neighborhood, not one that can bring stress to neighbors. Upon closing on the sale of the house in a planning meeting we decided to pursue a new kind of residential program, for pregnant women. From that meeting, the plans for the Harbor House began.

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

Hope for Appalachia seeks to provide a safe community and resources for those who are affected by addiction in order to create autonomous and healthy lifestyles for those affected by this epidemic. Our programs are focused on those in active addiction and children and family directly affected. Hope for Appalachia's whole family approach with a Children's and Family resource center for children and families with active addiction in their home, and and Outreach Program for men and women who are in active addiction but not ready for a recovery program.

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

Hope for Appalachia has been fortunate to be fully funded by private donors up to this point. Our desire to move into this much needed area of service will require more funds to make sure we adequately serve pregnant women who are going through recovery.

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.

Substance use and overdoses have risen drastically during the COVID-19 Pandemic. Because of this there needs to be more services in place for those that are seeking recovery, and more specifically, for pregnant women battling addiction. This would not only impact the woman battling addiction, but it could change the course of her child’s life and generations to follow.

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?

If awarded the ARPA funding aid, it would open up services that have not been available in Charleston before. Right now many families are struggling to recover from all that COVID-19 has brought. The Harbor House will provide a safe, secure, and supportive refuge for women so they can focus on their recovery and not be pulled back into the stressors of life that ma contribute to their addiction.

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.
- *
☒ 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

Erin Flanagan

Authorized representative of Applicant/Organization

12/15/2021

Format: MM/DD/YYYY

* PRINTED NAME:

Erin Flanagan

* TITLE OF APPLICANT:

Director of Development and Donor Relations

* ORGANIZATION NAME:

Hope for Appalachia

Upload a File

Choose File

No file chosen

Notice of Subaward

Subrecipient Name: Hope for Appalachia	Name of Federal Awarding Agency: Department of Treasury
Subrecipient's UEI ID: CZC5FSAZ3DW3	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: The Harbor House of Charleston – a Maternity Residential Home	Subaward Period of Performance: 6/6/2022 – 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: \$45,000	Total Amount of Federal Funds obligated to the Subrecipient: \$45,000
Approved Budget Categories: EC 2.18 – Housing Support: Other Housing Assistance	
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 Hope for Appalachia, (hereinafter referred to as "Subrecipient") with an administrative address of 213 Randolph Street, Charleston, WV 25302 (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 Principles, 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 \$45,000 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 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-19 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-19 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, Hope for Appalachia will finance the costs associated with The Harbor House, a residential facility intending to serve 12-16 pregnant women battling addiction. The funds will be allocated for half of a year's salary for the Director of the Harbor House, a portion of the initial expense for a facility for residents to live, items necessary to establish the facility during its inception.

The subrecipient projects that it will require a period of one year to fully implement the programs and successfully serve the program participants.

The objectives to be tracked through performance reports include:

- Number of residents provided with services at Harbor House (# of residents/quarter)
- Number of residents who complete the recovery program through the birth of their child (# of participants/quarter)
- Number of women who receive education related to their needs, stage of pregnancy, and stage of life (# of participants/quarter)

Exhibit B – Project Budget

Item	Amount
Salaries/Wages	\$15,000
Program Materials	\$15,000
Supplies	\$15,000
Total Program Cost	\$45,000

Risk Assessment Tool	
Grantee Name:	Hope for Appalachia
Grant Program Name:	The Harbor House of Charleston - a Maternity Residential Home
Grant #:	
Grant Amount:	\$45,000
Grant Period:	April 8, 2022 - December 31, 2026
Monitor Period:	April 8, 2022 - December 31, 2026
Date of Review:	8-Apr-22
Date of Last Review:	8-May-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	
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	No audit conducted
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	Organization developed and provided new procurement/contracting procedures
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	N/A	0	No government grants requiring reporting
14	Have the applicant's financial reports for any previous programming been adequate, accurate and on time?	1	N/A	0	No government grants requiring reporting

Available Total

14

Total Risk Score

8

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

1 Resolution No. 658-22

3 Introduced in Council:

5 May 16, 2022

8 Introduced by:

10 Joseph Jenkins

Adopted by Council:

referred back to Finance Committee

Referred to:

Finance

13 Resolution No. 658-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan
14 Act ("ARPA") funds to Capitol Market in the total amount of \$600,000 and to execute
15 appropriate agreements establishing the terms and conditions imposed upon the recipient,
16 including ongoing duties for reporting on expenditure and programmatic activities and binding
17 covenants to spend funds in accordance with the purposes for which such funds were granted.

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

21 That the Mayor or City Manager is authorized to grant American Rescue Plan Act ("ARPA")
22 funds to Capitol Market in the total amount of \$600,000 and to execute appropriate
23 agreements establishing the terms and conditions imposed upon the recipient, including
24 ongoing duties for reporting on expenditure and programmatic activities and binding covenants
25 to spend funds in accordance with the purposes for which such funds were granted.
26 The grant is approved in full or in part based upon information submitted to the City in the
27 grant recipient's City of Charleston ARPA grant application, attached hereto as Exhibit A. The
28 City Manager is directed to withhold grant funding to the grant recipient should the City
29 Manager determine that the grant recipient has failed to adhere to the obligations established
30 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

Priority: Normal

Assigned To: Jonathan Storage

Due Date: Open

Attachments

- [supporting docs.pdf](#) - 2021-12-14 06:20:21 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:**

Capitol Market expansion, revitalization, and renovation

*** Organization Name:**

Capitol Market, Inc.

*** Address:**

800 Smith Street/ Charleston, WV 25301

*** Primary Contact Person:**

Evan Osborn

Title:

Interim Executive Director

* Phone:

* Email:

304-741-3380

evan@capitolmarket.net

Federal Tax ID:

31-151-2991

If applicable: DUNS Number:

192329014

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:

Kristen Harrison (President) West Virginia Manufacturer’s Association Steven Keith (Vice President) Miles Partnership, West Virginia Food Guy
Susie Salisbury (Secretary/Treasurer) Charleston Area Alliance Jane Bostic – City of Charleston, Tim Brady – Charleston Convention and
Visitors Bureau, Jack Cavender – City National Bank, Jason Chipps – TopNotch Custodial, Chris Price – Mountain Care Network, Tim
Cunningham – Cunningham Electrical Services, Raymond Harrell Jr – Boone Memorial Hospital, Kim Mallory – Kanawha County, Judy
McJunkin – Kanawha County Master Gardeners, George Manahan – Manahan Group, Gaylene Miller - AARP, Candace Nelson – Girl Scouts of
The Black Diamond Council, Laura Ellis – Retired BB&T/Truist, Jennifer Pharr – Riggs Corp, Charleston City Council, Lacey Davidson – West
Virginia Department of Agriculture, Paul Smith – 1010 Bridge/The Pitch, Kelly Harmon - Encova, and Leah Glover – Philanthropic Consultant
Evan Osborn, Interim Executive Director Chris Fleshman – Interim Outdoor Market Manager Angela Wolff – Executive Assistant

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

Capitol Market is proud to partner with several public and private entities that assist us in fulfilling our mission. Within the last year, we have
collaborated for the following: City of Charleston – Rent relief for Indoor Tenants, Tree Recycling, City Christmas Tree/Parade West Virginia
Department of Agriculture – West Virginia Farm Bill, Cottage Food Producers West Virginia Food and Farm Coalition – Snap/Stretch Program
Downtown Charleston Association – Holly Jolly Brawley AARP – Let’s Get Cooking w/ Chef Paul Smith Charleston Urban Renewal Authority –
To purchase property at 1001 Smith St. Manna Meal – Stringing Beans for Manna Meal Charleston Convention and Visitors Bureau – Virtual
Visitors Kiosk FestivALL – Popup Vendor Series, 3 Things Childhood Language Center – Mac & Cheese Challenge HospiceCare WV –
LoveLight Tree

BUDGETARY OVERVIEW - Must match Budget Worksheet

* Funds Requested

* Total Program/Project Cost

Annual Organization Budget

1058000

1100000

724450000

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

Capitol Market, a 501(c)(3) non-profit public market, seeks American Rescue Plan Act funding from the City of Charleston to assist it in
mitigating and recovering from the economic consequences of COVID-19. Our plan is to utilize ARPA funding to sustain Capitol Market’s
role as a key economic driver and essential public space in Charleston. Capitol Market is in a Federal Qualified Opportunity Zone and HUB
Zone. The mission of the Capitol Market is to support small, locally owned businesses; to lift up local farmers; and to create a community
space for all. Throughout the pandemic, and the many unique challenges it brought to our retail community, Capitol Market has persevered
but doing so has certainly not been easy. The physical structure of this historic landmark requires consistent maintenance and preservation
to adequately serve our community. The pandemic has shown that in the face of monumental, unexpected challenges, we must be prepared
to adapt. With that in mind, the Capitol Market proposes to utilize ARPA funding for five innovative projects that will directly benefit the City
of Charleston, the small businesses and farmers that call Capitol Market home, and the residents who shop and dine there. The five projects

we have identified for ARPA funding are as follows: (1) Acquisition of property at 1001 Smith Street to provide for additional supply and cold storage and the creation of a commercial kitchen to support cottage food producers and entrepreneurs as well as serve as an educational center for teaching healthy eating habits (2) Capital improvements to the outdoor market pavilion including replacement of skylights, installation of retractable shade cloths, and comprehensive audio, video, and lighting upgrades (3) Smith Street area improvements to address security and safety including outdoor lighting and structural repairs (4) Replacement of aging sewer lines and comprehensive remodel of restrooms to support businesses, customers and additional public users (5) Market-wide broadband internet upgrades Any of the projects identified above would be beneficial to the Capitol Market even absent the pandemic. However, the past two years have certainly demonstrated the need to support the City's small businesses while keeping the community safe. In fact, the two go hand-in-hand. Now more than ever, people want to come together, and they seek out those establishments where they feel comfortable, safe and cared for. That is exactly the atmosphere Capitol Market strives to provide for both its patrons and for those who work there. The projects we have identified, which require ARPA funding to be successful, are in furtherance of that goal. Acquisition of property at 1001 Smith Street to provide for additional supply and cold storage and the creation of a commercial kitchen to support cottage food producers and entrepreneurs Capitol Markets seeks to acquire the former Prestera property located at 1001 Smith Street with the long-term goal of establishing a publicly available commercial kitchen. Capitol Market will partner with Advantage Valley to conduct a thorough feasibility study regarding the creation and management of a commercially viable entity. In the short-term, Capitol Market will partner with the Charleston Urban Renewal Authority (CURA) to acquire the property from the State of West Virginia. The acquisition will have the immediate benefit of providing much needed parking and storage opportunities for market vendors. Based on the results of the feasibility study, we in turn will begin the demolition and renovation of the property to best serve the entrepreneurial endeavors of our cottage food vendors. The long-term benefit to Capitol Market will be additional rental income; rendering our vendors less susceptible to supply chain issues; and providing a customer resource for West Virginia products made using locally sourced produce, meats and dairy products. Capital improvements to the outdoor market pavilion including replacement of skylights, installation of retractable shade cloths, and comprehensive audio, visual and lighting upgrades The pandemic underscored the importance of a thriving, robust local food economy. Our farmers and outdoor market producers rose to the challenge to meet unprecedented demand over the last two years. The outdoor market was a vital resource for those who were concerned with community spread of the virus and who preferred to shop in an open-air environment when possible. As such, our farmers and other outdoor vendors were even more vital to the overall success of Capitol Market than ever. By utilizing ARPA funds to make improvements to the outdoor market pavilion, we will ensure that there is a viable fresh food outlet to protect the community from the ongoing threat of the virus and its mutations and, in the longer term, to provide our vendors and customers with an environment that is an inviting and pleasing place in which to do business. The planned renovations include the replacement of skylights, the installation of retractable shade cloths, and comprehensive audio, visual and lighting upgrades. Adequate natural lighting, provided in part by skylights, is of utmost importance to our vendors who provide vegetable and herb plants. The availability of the vegetable and herb plants then allow customers to plant their own gardens and provide fresh food for their families. Due to the original design of the outdoor pavilion, the mid-day sun can be detrimental to the freshness of ready to eat fruits and vegetables at the market. This problem can be countered through the use of retractable shade cloths. By giving our vendors some control over the amount of sunlight their products receive, they can prolong the freshness of these fruits and vegetables that are so vital during the summer months. Currently, audio, visual and lighting for special outdoor events is virtually non-existent. From May through October, Capitol Market provides the community with the opportunity to attend outdoor "Let's Get Cooking" demonstrations with Chef Paul Smith. These events showcase the products available for purchase at Capitol Market. Feedback indicates that those who attend find the cooking demonstrations to be educational and enjoyable. In fact, each "Let's Get Cooking" hosted by Capitol Market in 2021 was standing room only. Enhanced audio, visual and lighting equipment will provide an even better experience for those who attend. Further, Capitol Market intends to expand upon the success of its current outdoor event offerings with the creation of a spring, summer and fall concert series. Adequate audio and visual equipment, and better lighting will be a key factor in the success of this new endeavor. This new audio equipment would also include a public address system, by which staff could reach out to all customers and vendors in the event of an emergency. Smith Street area improvements to address security and safety including outdoor lighting and structural repairs Enhanced lighting on the Smith Street side of Capitol Market is needed to enhance the safety of both customers and pedestrians during the evening hours. We want customers who desire to shop small and locally to feel comfortable coming to the Capitol Market at all times, including after work when the sun has already set. Further, funds are sought to repair compromised and failing structural girders on the Smith Street side of the building. Replacement of aging sewer lines and comprehensive remodel of restrooms to support businesses, customers and additional public users As the COVID-19 epidemic further displaced an already vulnerable population of Charleston, Capitol Market's facilities have experienced unprecedented use. As such, problems with aging and poorly designed infrastructure have been exacerbated. For example, Capitol Market has experienced frequent back-up of sewer lines over the past eighteen months. This issue must be addressed and remedied in order for Capitol Market to remain accessible to all, regardless of patronage. Similarly, restroom renovations will be designed to limit contact with publicly shared surfaces. For example, soap and paper towel dispensers will be made fully automated. We also intend to upgrade shared surfaces to allow for easier and more thorough sanitization measures. Market-wide broadband internet upgrades The need for market-wide broadband upgrades is multi-faceted. As our farmers and pop-up vendors migrate toward contact-less payment systems, we have identified gaps in wireless access throughout the outdoor market. Further, as we seek to remain a community hub for those who continue to work outside of a traditional office and for students – from graduate students to elementary students – free community wi-fi is a vital is a vital linchpin to Capitol Market's value to Charleston. First and foremost, Capitol Market, in partnership with CURA, has submitted a bid of \$25,000.00 to acquire the property located at 1001 Smith Street. As the sole bidder on the property, we are awaiting transfer of ownership from the State of West Virginia. Capitol Market is currently working with Tim Cunningham, Chair of the Capitol Market Maintenance Committee, to provide estimated completion

costs for goods and services related to our request. Further, upon funding of the proposed projects, Capitol Market will hire a project manager to seek competitive bids to ensure that costs do not exceed the costs related to the requested ARPA funding. Capitol Market seeks to complete the majority of the proposed projects within two fiscal years 2022-23. Project management, additional accounting services and minor project costs will carry over into 2024.

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?

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:

*

- ☒ 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:

If the pandemic has taught us anything, it is that Capitol Market can do more. By expanding our programs and services, as well as rehabbing existing facilities, Capitol Market will be well-positioned to better serve the community, our farmers, and our tenants for decades to come. Funds are being requested for five projects: (1) Acquisition of property at 1001 Smith Street to provide for additional supply and cold storage and the creation of a commercial kitchen to support cottage food producers and entrepreneurs as well as serve as an educational center for teaching healthy eating habits. (2) Capital improvements to the outdoor market pavilion including replacement of skylights, installation of retractable shade cloths, and comprehensive audio, visual and lighting upgrades. (3) Smith Street area improvements to address security and safety including outdoor lighting and structural repairs. (4) Replacement of aging sewer lines and comprehensive remodel of restrooms to support businesses, customers, and additional public users. (5) Market-wide broadband internet upgrades.

5. Describe the need for this program/project:

Capitol Market supports more than 50 small business and farms by heavily subsidizing their operational expenses. As a non-profit, Capitol Market relies on outside support in order to accomplish our goal of remaining a premier destination for Charleston residents, as well as a hub for small business. Capitol Market’s indoor structure, at well over 100 years old, is in need of major, capital improvements to preserve the building for years to come. Further, Capitol Market’s outdoor pavilion is home to the largest concentration of greenhouse, produce and related agriculture producers in West Virginia. The outdoor market has served an unprecedented need in Charleston during the pandemic by providing a safe, open-air space for the community to purchase fresh, locally grown produce. The outdoor pavilion is likewise in need of upgrades to allow it to better serve the community. The Market also serves as a hub for the region to supply SNAP Stretch benefits and vouchers for senior citizens that are battling food insecurities. Capitol Market is proud that despite tenants losing as much as 30% of revenue through the pandemic, not a single indoor tenant closed for business. And while they struggled due to the indoor portion being closed to the public, our outdoor vendors were met with unprecedented demand. Each, both indoor and outdoors, rose to meet new and unforeseen challenges. A large portion of our request is designed to prevent such problems from repeating.

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

Capitol Market is home to the largest concentration of small business owners within the City of Charleston. As such, there is no other organization that does what we do.

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

Capitol Market regularly collaborates with a wide variety of community stakeholders, including the West Virginia Department of Agriculture, to promote West Virginia farmers and produce. Additionally, we work with the West Virginia Food and Farm Coalition to offer the SNAP/Stretch program to benefit our local community and growers. As discussed in detail above, Capitol Market has partnered with CURA to acquire the property at 1001 Smith Street from the State of West Virginia. The West Virginia Department of Agriculture has committed funds for short term support and cold storage at the commercial kitchen to be developed at the property. Further, successful implementation of the projects will foster additional collaboration amongst additional community partners.

8. How will duplication of services be prevented?

Capitol Market is a unique entity in the City of Charleston. The projects for which we seek funding will be utilized to upgrade both the interior of the market as well as the outdoor market. Given that Capitol Market provides a space for so many small businesses and local farmers to do business in one location, the projects that are designed to enhance and improve the space will not be duplicated elsewhere in the city. Further, as discussed in the project narrative as it relates to the commercial kitchen, Capitol Market will partner with Advantage Valley in a thorough feasibility study so that the project is tailored to meet needs that are currently not being met through other initiatives.

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.

On average, Capitol Market welcomes 500,000 guests throughout the course of a year. We know, through customer surveys, that an estimated two-thirds of Capitol Market shoppers are local. The aforementioned projects will not only benefit our patrons but will also benefit more than fifty small business owners and members of the displaced or underserved community.

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

Capitol Market will remain a vibrant and accessible community resource that is available to all regardless of age, gender, income, or residence.

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

This is a combination of new and existing programs. With respect to existing, measurable outcomes, Capitol Market has measured existing tenant sales and estimated number of visitors and will continue to do so.

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

Capitol Market anticipates that in the first year of operation there will be a minimum of ten new cottage food vendors as well as an additional \$10,000 in revenue through the leasing of storage space.

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.

Capitol Market has requested funding from the Kanawha County Commission in the amount of \$600,000 for support related to COVID-19. However, the projects for which any funding from the county would be applied are separate and distinct from the projects identified herein. West Virginia Dept. of Agriculture has committed \$20,000 for cold storage. Capitol Market has also requested \$20,000 from the United States Department of Agriculture through their Pandemic Response and Safety grant 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.

West Virginia Department of Agriculture – \$198,000 – completed West Virginia Food and Farm Coalition for SNAP/Stretch – \$87,000 – completed City of Charleston – \$20,000 – completed Indoor Market tenants – \$383,227 – rental income received year to date Outdoor

Market tenants - \$101,476 - rental income received year to date

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

Capitol Market is seeking expenses related to this project totaling \$1,058,000. In 2022, expenses are estimated to total \$596,000; \$381,000 in 2023; and \$81,000 in 2024. The majority of all expenses are to cover material and supply costs associated with building, remodeling, and construction. Additional funds are requested to hire a project manager and to provide additional accounting services.

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

Capitol Market will prioritize all proposed projects based on funding availability and tenant and patron demand. We will ask the City of Charleston through their contract with Sustainable Strategies, to assist us with finding alternative funding sources to support the facility's maintenance and community services. Capitol Market will adjust funding outlay for each project based on the results of constituent input.

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

Each project described herein for which Capitol Market seeks funding is finite; however, the investment will ensure sustainability at our historic structure, viability of our current small businesses, and continuation of our mission's programming.

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

Capitol Market maintains a robust system of financial checks and balances. Primarily, we utilize Suttle & Stalnaker accountants to safeguard that we operate in a manner that meets and exceeds all recognized not-for-profit accounting standards. In addition, our Board of Directors and Finance committee reviews and approves our finances on a monthly basis. Further, we conduct an annual audit through Brown Edwards PLLC.

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

Capitol Market intends to maintain separate accounts for the purpose of separating all City ARPA funding. Additionally, we have budgeted for additional bookkeeping and accounting expenses related to properly managing, tracking, and reporting all funds.

REQUESTED BUDGET WORKSHEET
Revenue Source Projections

List all Estimated Funding for this Program/Project

* Proposed City ARPA Funding	Internal/Self-Funding
1058000	
Donations/Other Fundraising	Government Grants/Other
22000	20000
* TOTAL REVENUE	
1100000	

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
155000		

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
903000	42000	945000

Total Expenses

* Amount Requested from City	* Amount from Other Sources	* Total Estimated Expenses
1058000	42000	1100000

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.

Celebrating more than 20 years of operation, Capitol Market has grown from a modest farmers' market to a vibrant indoor-outdoor retail, dining, and social hub open year-round. To fully appreciate what Capitol Market is today, you have to take a look at its storied past. In the late 1800s, the Kanawha and Michigan Railroad built a railyard on Smith Street that bustled with commerce important to the region’s growth before eventually falling into disrepair in the late 1900s. That is when a new vision for the old depot was born. A vision that reimagined it as a new kind of community hub for the modern era – a historic site home to small businesses and dozens of local farmers, serving as a significant economic engine and attraction for the region. That was 1997 and now – more than 100 years after the railyard’s original construction – Capitol Market has blossomed into a premier shopping destination featuring an eclectic mix of indoor and outdoor shops offering fresh meat, fish, produce, coffee, wine, beer, cheese, chocolates, a variety of West Virginia-made products and Soho’s - one of the city’s most popular restaurants. Beyond the commerce of Capitol Market, our programs and educational events impact our communities every day. From SNAP Stretch that helps fight food insecurity for West Virginia families and provides much needed support for area famers and “Let’s Get Cooking” classes with AARP for seniors to our partnerships with Clay Center for the Arts and Sciences and FestivALL that provide free art events to local children, Capitol Market is a non-profit organization that works to ensure we are nourishing our local communities, families, and the future of West Virginia in a multitude of ways. Spend just a few minutes here and you’ll discover why our Market has become such a vital anchor to our vibrant downtown. It’s like a community’s Main Street – a popular gathering place and meeting space where we greet friends and take out-of-town guests to show off all that makes our Mountain State so special.

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

Capitol Market works to support small businesses, lift up local farmers, and create a community space for all.

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

West Virginia Food and Farm Coalition – Spencer Moss, Executive Director West Virginia Department of Agriculture – Norm Bailey, Chief of Staff Charleston Area Alliance – Jack Rossi, Chairman

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.

Early on, the pandemic told two very different stories with respect to Capitol Market’s indoor and outdoor vendors. For indoor vendors, the closing of the indoor market was devastating and resulted in a 30% reduction in overall sales during 2020. Fortunately, thanks to the generosity of the City of Charleston, Capitol Market was able to provide rent relief to indoor tenants which was crucial to the survival of all nine tenants. Meanwhile, the outdoor market experienced record sales and struggled to meet demand. As such, unprecedented wear and tear has been put on the outdoor structure.

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

No funds are being requested to replace revenue lost due to COVID-19.

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

ARPA funding will be transformative for the Capitol Market. The funding will allow the market and its vendors to keep more inventory on hand, diversify our revenue stream, increase public confidence in the safety and appearance of the market, and allow the generation of additional event revenue when it is safe to do so.

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.
- *

☒

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

Evan H. Osborn

Authorized representative of Applicant/Organization

*

Date

12/14/2021

Format: MM/DD/YYYY

*

PRINTED NAME:

Evan H. Osborn

*

TITLE OF APPLICANT:

Interim Executive Director

*

ORGANIZATION NAME:

Capitol Market, Inc.

Upload a File

Choose File

No file chosen

https://charlestonwv.rja.revize.com/reports/185668

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Capitol Market Board of Directors
Executive Committee Agenda via Zoom at 4 PM
12.8.21

President: Kristen Harrison✓ **Vice President:** Steven Keith✓ **Secretary/Treasurer:** Susie Salisbury✓

~~Jennifer Pharr~~

~~Raymond Harrell~~

Tim Cunningham ✓

Gaylene Miller ✓

OTHERS:

Evan Osborn – Interim Executive Director & Outdoor Market Manager ✓

Angela Wolff – Executive Assistant ✓

Alisa Bailey – Transition Advisor ✓

Nicole Johns- Legal Counsel ✓

Max Gottlieb – Legal Counsel ✓

AGENDA

1. Call to Order **4:01 PM** Steven Keith (Filling in for Kristen)
2. Market Updates Evan Osborn
 - Approval of Kanawha County and City of Charleston ARPA Grant requests

Kanawha County

 - Asking for \$599,567.67 to develop a five-year strategy to retain and attract farmers, replace lost revenue due to COVID-19 and initiate Sip & Shop
 - All asks must tie-in to pandemic response
 - This application is ready for submission pending board approval

City of Charleston

 - Asking for funding to acquire building across the street, a cold storage facility, and a commercial kitchen
 - Due December 15 but needs board approval before submission
 - Both grants ask for references

- Kristen Harrison will call Becky Ceperley to see if she's able to help with City grant; Becky will then contact Evan if she is willing to help
- If necessary, Evan will send out a notice for an emergency board meeting on Tuesday, 12/14 at noon for the purpose of looking at this piece of business
- **4:16 PM:** Tim Cunningham made a motion for the board to approve moving forward on applying for these two grants.
 - Gaylene Miller seconded the motion
 - All are in favor and the motion is carried.

-Indoor Updates:

- Market is fully decorated for Christmas; holiday hours are in effect
- Giving Tuesday netted \$700 in donations
- Charleston Christmas Parade tomorrow night
- Alisa Bailey & Evan Osborn to start public relations push—laying groundwork for future support

-Outdoor Market Updates

- Tree season ends this weekend due to record demand and smaller inventory; John & Rich have both done a wonderful job at making customers happy despite nationwide shortage of trees (plans to address this to the public to get ahead of public perception)
- SNAP 2021 is officially wrapped up and all farmers have been reimbursed
- Initiating conversations with outdoor growers to discuss what went well for the past season and what to address for spring season

3. New Business:

a. Open Session

- | | | |
|------|-------------------|-----------------|
| i. | Maintenance | Tim Cunningham |
| ii. | Marketing | Steven Keith |
| iii. | Retail Operations | Raymond Harrell |
| iv. | P & D | Gaylene Miller |
| v. | Nominating | Jennifer Pharr |

4. Finance Report Susie Salisbury

- November 2021 Financials

- We received \$20K, and another \$16K is coming related to payroll taxes—however, it is currently showing up as both “other revenue” and a

reduction of expenses under wages, so sorting that out with S&S to see why it's showing as both

Draft Budget 2022

- This draft is based on financials up through October 2021
- Forklift & Cooler are folded into outdoor rental income
- Market Table is removed from Event section, Market Mixer & Green Chili are left the same, Party in the Patch budget slightly higher—otherwise the Events & Marketing budget is about the same
- Haven't met \$40K goal in grant contributions this year
- Increases in admin expenses: payroll, bookkeeping services, audit expenses, office supply, bank charges, custodial contract, & increase to maintenance budget
- Gift Card in our P&L since it's not really revenue for us
- Operating: WVDA MOU contribution
- Grants & maintenance budget are the two biggest numbers that could make or break the budget
- **4:46 PM:** Susie Salisbury made a motion to present the budget for approval at the next full board meeting on December 15
 - Tim Cunningham seconded the motion
 - All are in favor and the motion is carried.

5. Old Business or New Business Steven Keith

6. Adjournment **5:30 PM** Steven Keith

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

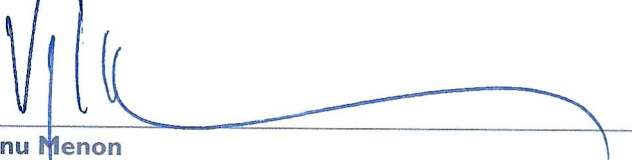
December 14th, 2021

To those it may concern,

On behalf of the indoor market tenants at Charleston's Capitol Market, it is my distinct pleasure to offer our full support for the Market's request and application for American Recovery Plan funding. The 9 full-time, indoor businesses would benefit greatly from these funds, and we believe have a transformative effect on Capitol Market.

The projects requested within this proposal will aid in our long-term recovery from the Covid-19 Pandemic. We thank you for your time and consideration of this request. If I may answer any questions or provide more information, please do not hesitate to contact me.

Sincerely,



Venu Menon

Indoor Market Representative
Owner, Mea Cuppa Coffee
Venu@MeaCuppaCoffee.com

Notice of Subaward

Subrecipient Name: Capitol Market, Inc.	Name of Federal Awarding Agency: Department of Treasury
Subrecipient's UEI ID: R85UJC7VJW57	Federal Award Date: 5/16/2021
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: Capitol Market expansion, revitalization, and renovation	Subaward Period of Performance: 6/6/2022 – 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: \$600,000	Total Amount of Federal Funds obligated to the Subrecipient: \$600,000
Approved Budget Categories: EC 2.23 – Strong Healthy Communities: Demolition and Rehabilitation of Properties	
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 Capitol Market, Inc., (hereinafter referred to as "Subrecipient") with an administrative address of 800 Smith Street, 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 Principles, 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 \$600,000 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 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-19 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-19 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
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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.

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- 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.

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- 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.

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- 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.

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- 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, Capitol Market, Inc. will address four (4) specific projects. These projects include capital improvements to the outdoor market pavilion to include the replacement of skylights, installation of retractable shades, and A/V and lighting upgrades; Smith Street area improvements to address safety and security; replacement of aging sewer lines and comprehensive renovation of restrooms to support broad, general public; and market-wide broadband internet upgrades.

The subrecipient projects that it will require a period of two years to fully implement the programs and capital projects identified.

The objectives to be tracked through performance reports include:

- The replacement of skylights, installation of retractable shades, and A/V and lighting upgrades to the Outdoor Market
- Smith Street area improvements to address safety and security
- Replacement of aging sewer lines and comprehensive renovation of restrooms
- Market-wide broadband internet upgrades

Exhibit B – Project Budget

Item	Amount
Upgrades to Outdoor Market	\$176,250
Smith St. façade enhancements	\$156,250
Sewer and restrooms remodeling	\$226,250
Market-wide broadband enhancements	\$41,250
Total Program Cost	\$600,000

Notice of Subaward

Subrecipient Name: Capitol Market, Inc.	Name of Federal Awarding Agency: Department of Treasury
Subrecipient's UEI ID: R85UJC7VJW57	Federal Award Date: 5/16/2021
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: Capitol Market expansion, revitalization, and renovation	Subaward Period of Performance: 5/16/2022 – 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: \$600,000	Total Amount of Federal Funds obligated to the Subrecipient: \$600,000
Approved Budget Categories: EC 2.23 – Strong Healthy Communities: Demolition and Rehabilitation of Properties	
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 Capitol Market, Inc., (hereinafter referred to as "Subrecipient") with an administrative address of 800 Smith Street, 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 Principles, 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 \$600,000 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 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-19 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-19 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
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- 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.

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- 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.

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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.

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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, Capitol Market, Inc. will address five (5) specific projects. These projects include the acquisition of property at 1001 Smith Street for additional supply and cold storage, as well as the establishment of a commercial kitchen for both entrepreneurial and educational pursuits; capital improvements to the outdoor market pavilion to include the replacement of skylights, installation of retractable shades, and A/V and lighting upgrades; Smith Street area improvements to address safety and security; replacement of aging sewer lines and comprehensive renovation of restrooms to support broad, general public; and market-wide broadband internet upgrades.

The subrecipient projects that it will require a period of two years to fully implement the programs and capital projects identified.

The objectives to be tracked through performance reports include:

- Complete the acquisition of the property at 1001 Smith Street
- Complete the renovations and construction on the acquired building

Exhibit B – Project Budget

Item	Amount
Property at 1001 Smith Street	\$25,000
Renovations and construction at Capitol Market expansion site	\$575,000
Total Program Cost	\$600,000

Risk Assessment Tool	
Grantee Name:	Capitol Market Inc.
Grant Program Name:	Capitol Market Expansion, Revitalization, and Renovation
Grant #:	
Grant Amount:	\$600,000
Grant Period:	May 16, 2022 - December 31, 2026
Monitor Period:	May 16, 2022 - December 31, 2026
Date of Review:	8-Apr-22
Date of Last Review:	3-May-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	
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	Verified
5	Have key staff been instrumental in the funds process or generally remained stable in the past year?	1	No	0	New Executive Director
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	Verified
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 federal 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 federal grants that required periodic reporting

Available Total 14

Total Risk Score 7

LEGEND

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

1 Resolution No. 659-22

3 Introduced in Council:

5 April 4, 2022

7 Introduced by:

9 Bruce King, Pat Jones, Chuck Overstreet,
10 Larry Moore, Shannon Snodgrass, Adam Knauff,
11 Caitlin Cook, Jennifer Pharr, Jeanine Faegre,
12 Bobby Brown, Brent Burton and Deanna McKinney

Adopted by Council:

Referred to:

Finance _____

15 Resolution No. 659-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan
16 Act ("ARPA") funds to The Healing House, Inc. in the total amount of \$150,000 and to execute
17 appropriate agreements establishing the terms and conditions imposed upon the awardee,
18 including ongoing duties for reporting on expenditure and programmatic activities and binding
19 covenants to spend funds in accordance with the purposes for which such funds were granted.

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

23 That the Mayor or City Manager is authorized to grant American Rescue Plan Act ("ARPA")
24 funds to The Healing House, Inc. in the total amount of \$150,000 and to execute appropriate
25 agreements establishing the terms and conditions imposed upon the awardee, including
26 ongoing duties for reporting on expenditure and programmatic activities and binding covenants
27 to spend funds in accordance with the purposes for which such funds were granted.
28 The grant is approved in full or in part based upon information submitted to the City in the
29 grant awardee's City of Charleston ARPA grant application, attached hereto as Exhibit A. The
30 City Manager is directed to withhold grant funding to the grant awardee should the City
31 Manager determine that the grant awardee has failed to adhere to the obligations established
32 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

Priority: Normal

Assigned To: Jonathan Storage

Due Date: Open



**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:**

Elevate

*** Organization Name:**

The Healing House Inc

*** Address:**

503 Grant Street Charleston, WV 25302

*** Primary Contact Person:**

Nakia Austin

Title:

CEO

*** Phone:**

216-832-7533

*** Email:**

nakia.austin@thehealinghouseinc.org

Federal Tax ID:

84-5127387

If applicable: DUNS Number:

130183216

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:

Timothy Wilburn – Treasurer Timothy.wilburn@gmail.com Lynn Goebel – Interim Chair Lynn.b.goebel@gmail.com Shamaya Morris – Interim Secretary Shamaya.morris@gmail.com Patricia Hines - Patricia.l.hines@wv.gov Nakia Austin M.A. – CEO nakia.austin@thehealinghouseinc.org Tiffany Hill – House Manager tiffany.hill@thehealinghouseinc.org

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

Community Partners will have on-site representatives at The Healing House in order to maximize participant involvement in wrap-around services. BridgeValley Community and Technical College – Partnered with for Post-Secondary Education including options for college, providing college readiness, assisting with enrollment and filling out FASFA forms City National Bank – Partnered with for providing Financial Literacy to our participants Goodwill Industries – Partnered with for providing workforce readiness, resume writing, application submission, and interview skills. YMCA – Partnered with for Health and Wellness by providing scholarships for our participants to use their facilities, as well as physical fitness classes at The Healing House. Legal Aid – Partnered with to provide legal advice and services to our patients. Including child custody and divorce proceedings. HRDF – Human Resource Development Foundation – Partnered with to provide Life Skills as well as education and/or job programs.

BUDGETARY OVERVIEW - Must match Budget Worksheet

* Funds Requested	* Total Program/Project Cost	Annual Organization Budget
\$265,000	\$317,000	

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 Healing House is requesting funds to obtain full operational status. Currently we have made huge strides in getting there, but approval of our request can bring our services to the Charleston area faster. This will enable us to help more people that desperately need our services. We anticipate a highly successful operation that makes breakthroughs for many women. As an approved 501(c)(3) we are excited about the opportunity to impact our community and provide an innovation and evidence-based approach to healing and recovery. Our organization will offer a full range of therapeutic services for trauma that has been exacerbated by the pandemic. Such traumas include domestic violence, loss of jobs, depression, substance abuse and anxiety disorders. As an organization we recognize trauma to be an emotional or psychological response to an event or series of events. Traumatic events can include: Homelessness, Sexual Assault, Domestic Violence, Child Abuse, Substance Abuse, Divorce, or termination of employment. Though our services are meant to last much longer than the proposed year, funding during this crucial year will be vital to our success. Becoming fully functional will be the steppingstone we need to become financially dependent in the future.

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 funds will be used to speed up opening, once we reach full operating status we will continue the program with our Fee for Service program.

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:

Elevate is a community initiative that provides a wide variety of behavioral health and supportive services to women in our community that have been negatively impacted or affected by trauma. Elevate seeks to address and reduce the effects of social and behavioral health issues, in order to improve participants quality of life.

5. Describe the need for this program/project:

The city of Charleston would greatly benefit from more mental health and recovery options. Our programming provides women with a more holistic approach to their mental health needs, especially our minority women. The Healing House supports a focused and prioritized approach to minority mental health and recovery through our Minority Impact Initiative. The Minority Impact Initiative addresses Historical and Generational Trauma, and Social and Emotional Intelligence to break cycles of learned helplessness, close mental health gaps, and reduce/eliminate the stigma of counseling and mental health support in the minority community. We focus on addressing the root-work required to heal so recovery can be a long-lasting experience. We also provide services to maintain that success, such as: workforce readiness, post-secondary education, financial literacy, health and wellness, and basic life skills. Our programming promotes increased self-esteem, self-worth and, empowers women of all types to be stewards of their own success story.

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

Our research has shown that no one organization provides all these services under one roof. Studies have shown that individuals impacted by trauma are less likely to seek help when asked to travel to multiple locations for services. The burden of retelling their trauma can lead to feeling overwhelmed and hopeless, and even feelings of re-traumatization. The Healing House makes the path to recovery seem obtainable. Our "One Stop" approach makes steps toward healing and recovery easier, especially for women who don't have access to their own transportation.

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

The level of collaboration we have had with other types of organization has been astounding. We sought to cover every aspect of one's life that could be affected by trauma, We specialize in a collaborative approach and have built sustainable partnerships and collaborations with some of the Kanawha Valley's most reputable organizations. Our community partners provide the crucial wrap-around services our participants need after the healing process has begun in order to rebuild.

8. How will duplication of services be prevented?

The Healing House will make a concerted effort to prevent duplication of services. Our program focuses on offering participants individualized care. Our enrollment process covers participant treatment and services thoroughly, and takes the necessary steps to establish coordination of care when need to help prevent duplicating and overlapping services. Each program participant will be assigned a case manager who will monitor participant services, outside agency service enrollment, and oversee any necessary coordination of care.

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 Healing House, Inc. serves all adult women impacted by trauma, however low-income and at-risk women receive priority services. The exact number of women would be hard to specify since there are numerous variables including multiple therapy sessions and the different services each woman would need to rebuild her life. A conservative estimate would be 500. We calculated this number by: • 8 women per day x 5 days per week = 40 women. (based on seeing 1 woman per hour) • 40 women a week x 4 weeks in a month = 160 (based on a monthly service scheduled for each woman) • 160 women a month x 3 therapists = 480 , and then we rounded up.

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

Target recipients are adult women of any age. The Healing House does not and shall not discriminate on the basis of race, color, religion (creed), gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations

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

Not Applicable

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

Two of our measurable outcomes are: After 6 weeks of community programming enrollment at least 80% of all program participants will be able to verbalize their trauma/trauma history and how it currently affects their life. After 12 weeks of community programming enrollment at least 80% of all program participants will be able to demonstrate at least two new positive coping strategies. Measurable outcomes will be in the number of women we see and the number of those women who are success stories. We can also measure demographics of every women seen, as our intake process includes compilation of demographics for statistical purposes. This includes, race, ethnicity, income, education, the type of trauma treated, and the mental health issues associated with the trauma.

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.

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.

Greater Kanawha Valley Grant - \$5,000 Enterprise Holding - \$4,000 Toyota - \$4,000 TC Energy - \$13,000 Marshall Minority Health Institute - \$5,000 Mullen Heating and Plumbing – HVAC system, and installation Aspen Contracting – new roof and installation Girl Scouts of America – Provided cleaning of the dilapidated building we purchased for the Healing House. Walmart - \$500 Online Fundraising through Social Media - \$10,000 Blue’s, Beats and Barbecue Fundraiser - \$5,000

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

Project revenues will be returned to the project as we are a nonprofit group. We expect those revenues to come from insurance billing including Medicaid, as well as private billing of patients that can afford it. To obtain clientele that allows us to be self-sufficient we have to first get the word out there and let our success be our advertisement. The expenses will include a budget for payroll, utilities, phones/internet, insurance, payroll taxes, workers compensation, accounting services and office supplies for the first year in service.

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, we will make the necessary adjustments to still open our facilities. It will mean that we wait longer to become fully operational, or that we can’t hire as many therapists resulting in fewer women being seen the first year. Our volunteer staff will spend more time fundraising than assisting in the education and life needs of our women. We have worked towards this goal feverishly and intend to continue with our vision.

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

Once the award is exhausted our plan is to be up and running at full capacity. The Healing House will operate as a “Fee for Service” agency to help our development and sustainability plan. Additionally, The Healing House will continue a strategic approach to fundraising. We will also continue to pursue private funding and grant opportunities.

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

We are going to hire an experienced medical billing specialist to ensure proper procedure is followed when billing for services. We have also retained an Accountant to audit our revenues and expenses

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

Our plan is to deposit these monies in a separate bank account. Funds from this account will only be used to cover the services covered in this request

REQUESTED BUDGET WORKSHEET

Revenue Source Projections

List all Estimated Funding for this Program/Project

* Proposed City ARPA Funding	Internal/Self-Funding
\$265,000	\$6,000
Donations/Other Fundraising	Government Grants/Other
\$15,000	\$31,000
* TOTAL REVENUE	
\$317,000	

Expenses Projections

List all Estimated Expenses for this Program/Project

Salaries/Wages

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
\$200,000	0	\$200,000

Benefits & Matchings

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
\$5,000	\$1,000	\$6,000

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	\$5,000	\$5,000

Marketing

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
\$10,000	0	\$10,000

Supplies

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
\$5,000	\$1,000	\$6,000

Other

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
\$45,000	\$45,000	\$90,000

Total Expenses

* Amount Requested from City	* Amount from Other Sources	* Total Estimated Expenses
\$265,000	\$52,000	\$317,000

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.

The Healing House, Inc. is a newly incorporated human service agency, with federal recognition as a 501(c)(3) non-profit organization. Since our inception, we have maintained our focus in providing services for women residing in Kanawha County, West Virginia that have been impacted by trauma. The Healing House is a holistic behavioral health program dedicated to serving and empowering women. We help women who have been impacted by trauma to heal and rebuild their lives. We provide an innovative approach to healing and the necessary tools to experience a positive life after trauma through the highest quality of coaching, counseling, education, and resource connection by offering both community and residential programming. The Healing House is scheduled to offer full scale programming in the first quarter

of 2022. While our programmatic initiatives are not yet being offered in their entirety, we are providing open, ongoing free support groups to women in the Kanawha Valley. Our group attendance has been compromised of women from various races, socioeconomic status, and ages. We offer a recovery group, led by a certified peer recovery addiction coach, a women's empowerment group and a grief and loss group both lead by a Masters level clinician. As an organization we understand that the COVID-19 Global Pandemic has caused a great strain mentally, physically, financially, and emotionally on millions of Americans. Our desire during these trying times is to add a community resource that provides quality care for the women of our community and surrounding areas.

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

Mission Statement The Healing House Inc. is dedicated to serving and empowering women impacted by trauma. We provide a holistic approach to healing and recovery through the highest quality of coaching, counseling, and education. Vision Statement To create a safe environment for women that promotes healing, development, transformation, and growth in all areas. We offer a holistic behavioral health program dedicated to serving and empowering women. We help women who have been impacted by trauma heal and rebuild. We provide an innovative holistic approach to healing, and a fresh take on life after trauma

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

Carla Blankenbuehler (BridgeValley) – 304-634-4923 Emily Robinson (HRDF) – 304-709-4919 Tonya Losh (Enterprise) – 304-421-5733

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.

Founded during the declaration of a global pandemic, The Healing House, Inc. has experienced a slower than expected, yet steady start. We planned for a capitol kick-off campaign in the summer of 2020, that was cancelled as a result of national and state-wide public health restrictions. Despite this, our team was able to pivot our efforts so as not to completely neglect our own fundraising and development endeavors. The COVID-19 pandemic has also increased our client need and caused our resources to be scarcer. As an organization, we assist women who have been impacted by trauma, heal and rebuild their lives. We understand trauma to be an emotional or psychological response to an event or series of events. It occurs when an individual is unable or unwilling to process and move forward through the hurt and pain caused by the event or series of events. Trauma is deeply distressing and disturbing. Intimate partner violence (IPV) is one potential trauma. Public health threats and other disasters inherently intensify IPV1. According to the National Domestic Violence Hotline, they experienced a 9% increase in total contacts received compared to the same period in 2019 and over 6,000 (about 10% of all contacts) of those contacts cited COVID-19 as a source of increased tension2. All indications are that the statistics maintain globally and there is no signal that the case is different within our own community. IPV has become known as the pandemic within the pandemic. This increased need has placed an urgency on our organization to increase and build capacity to satisfy the need as the world continues to answer the unique challenges posed by the COVID-19 pandemic

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

Not applicable

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

The following are demographics and needs of the service area that affect the well-being of the women in our program. Data suggests that Kanawha County is steadily approaching nearly 180,000 residents according to the most recent 2020 census7. Population change inherently suggests a correlate to increased social service needs, particularly for our target population of women. Intimate Partner Violence (IPV), inclusive of domestic and sexual violence, remains an issue nationally, and this is no different in our locale. Nationwide, IPV accounts for 15% of all violent crime3. In WV, 1/3rd of all homicides is related to IPV; and of the women victims, 2/3rds of them are killed by a family/household member4. 33.6% of WV women experience IPV or stalking in their lifetime. The Department of Justice reports that women ages 18-24 experience are more commonly abused by their partners5. 19% of all IPV incidents involve a weapon, and the presence of a gun the risks of a resulting homicide by 500%6, establishing an immediate need for intervention strategies and increased access to social support services. IPV has been linked directly to physical, mental, and sexual-reproductive health impacts to include depression, suicide, PTSD, anxiety, and addiction. One of the many contributing factors to IPV is economic stress on families. Intra-familial economic dependence leads to victims staying in violent situations. Rising unemployment claims increased economic depression, and the gender wage gap instigate this phenomenon. It is clear that our programs will be vital to make an impact in these statistics. To this end, we propose to provide our multifaceted approach to addressing trauma and to promote healing. In order to effectively reach and serve the target population, staff must have a good understanding of these statistics and key intervention measures, and have the capacity to operate effectively and efficiently as we serve those in need. Funding from ARPA will help us address the above concerns, and provide appropriate and necessary services that have been greatly exacerbated by the pandemic. These conditions continue to worsen as the pandemic continues. Our city needs immediate intensive interventions to help those impacted most by this difficult time. 1Sharma, A., Borah, S.B. Covid-19 and Domestic

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.
- *
☒ 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

Nakia Austin

* Date

12/15/2021

Authorized representative of Applicant/Organization

Format: MM/DD/YYYY

* PRINTED NAME:

Nakia Austin

* TITLE OF APPLICANT:

CEO

* ORGANIZATION NAME:

The Healing House Inc

Upload a File

Choose File

No file chosen

Notice of Subaward

Subrecipient Name: The Healing House, Inc.	Name of Federal Awarding Agency: Department of Treasury
Subrecipient's UEI ID: H691ECRK4U14	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: Elevate Mental Health Wraparound Services	Subaward Period of Performance: 6/6/2022 – 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: \$150,000	Total Amount of Federal Funds obligated to the Subrecipient: \$150,000
Approved Budget Categories: EC 1.12 – Mental Health Services	
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 The Healing House, Inc., (hereinafter referred to as "Subrecipient") with an administrative address of 503 Grant Street, Charleston, WV 25302 (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 Principles, 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 \$150,000 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 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-19 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-19 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.

For all procurements of \$50,000 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, The Healing House, Inc. will finance the training of staff to effectively address trauma particularly resulting from Intimate Partner Violence (IPV), domestic, and sexual violence, as well as the physical costs associated with personnel, office space, supplies, etc. Programs sponsored by The Healing House will promote healing and intend to address concerning statistics surrounding IPV both locally within West Virginia and nationwide.

The Healing House programming provides women with a holistic approach to their mental health needs, especially minority women. The Healing House supports a focused and prioritized approach to minority mental health and recovery through its Minority Impact Initiative. The Minority Impact Initiative addresses Historical and Generational Trauma, and Social and Emotional Intelligence to break cycles of learned helplessness, close mental health gaps, and reduce/eliminate the stigma of counseling and mental health support in the minority community. The organization focuses on addressing the root-work required to heal so recovery can be a long-lasting experience.

The subrecipient projects that it will require a period of one year to fully implement the programs and successfully serve the program participants.

The objectives to be tracked through performance reports include:

- Number of women participating in program services (# of participants/quarter)
- Program participants displaying increased ability to communicate trauma/trauma history and the impacts on their lives (# of participants/quarter)
- Participants demonstrating a minimum of two new positive coping strategies (# of participants/quarter)
- Statistics captured through intake process to include various demographic markers, income, education level, type of trauma, etc.

Exhibit B – Project Budget

Item	Amount
Program Expenses	\$115,000
Recruitment & Retention	\$22,040
Program Evaluation	\$12,960
Total Program Cost	\$150,000

Risk Assessment Tool	
Grantee Name:	The Healing House
Grant Program Name:	Elevate Mental Health Wraparound Services
Grant #:	
Grant Amount:	\$150,000
Grant Period:	April 8, 2022 - December 31, 2026
Monitor Period:	April 8, 2022 - December 31, 2026
Date of Review:	8-Apr-22
Date of Last Review:	8-May-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	
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	No audit conducted
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	Additionally recently hired a CPA to conduct financial audits
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 government grants requiring reporting
14	Have the applicant's financial reports for any previous programming been adequate, accurate and on time?	1	N/A	0	No government grants requiring reporting

Available Total14

Total Risk Score8

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

1 Resolution No. 673-22

2
3 Introduced in Council:

Adopted by Council:

4
5 June 6, 2022

6
7 Introduced by:

Referred to:

8
9 Joseph Jenkins

Finance

10
11
12 Resolution No. 673-22 - Authorizing approval of Amendment No. 2 of the FY 2021—2022 Coal
13 Severance budget as indicated on the attached list of accounts.

14
15 Be it Resolved by the Council of the City of Charleston, West Virginia:

16
17 That Amendment No. 2 of the FY 2021—2022 Coal Severance budget is approved as indicated
18 on the attached list of accounts.

Coal Severance Fund FY 2021-2022 Budget Amendment No. 2 - June 6, 2022

Account No.	Department	Account Description	Amount
002 310 00 0000	Revenue	Coal Severance Tax	44,355
002 000 00 000 5 566		Contributions to Other Funds	(44,355)

To update the Coal Severance Fund contribution to CCCC Debt Service based on actual receipts

Reportable: To maintain compliance with the budgetary guidelines of the State of West Virginia.