



CITY OF CHARLESTON West Virginia



Council Member – 12th WARD

Joseph Jenkins
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Charleston, West Virginia 25303
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Finance Committee, Chair
Parking Committee, Chair
Parks and Recreation Committee

AGENDA
FINANCE COMMITTEE MEETING
Monday, July 18, 2022
6:00 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 7-5-2022
- b. State Auditor presentation

II. RESOLUTIONS:

- a. Resolution No. 693-22 – Authorizing approval of Amendment No. 1 of the FY 2022-2023 General Fund Budget as indicated on the attached list of accounts.
- b. Resolution No. 694-22 - Authorizing the Mayor or City Manager to submit a grant application to the Department of Justice Edward Byrne Memorial Justice Assistance Grant program.
- c. Resolution No. 695-22 – Authorizing the Mayor or City Manager to grant American Rescue Plan Act (“ARPA”) funds to The Greater Kanawha Valley Foundation.
- d. Resolution No. 696-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act (“ARPA”) funds to West Virginia Child Advocacy Network.
- e. ~~Resolution No. 697-22 – Authorizing approval of Amendment No. 1 of the FY 2022—2023 Coal Severance budget as indicated on the attached list of accounts.~~
REMOVED 7-18-2022
- f. Resolution No. 698-22 - Authorizing the Mayor or City Manager to convey any and all interest the City has in those certain public rights-of-way situated in the Allen Addition to the Charleston Land Reuse Agency.

III. THE AGENDA WAS AMENDED ON 7-14-2022

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

MINUTES
FINANCE COMMITTEE MEETING
6:30 P.M., JULY 5, 2022
AV ROOM #308, CITY HALL

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:30 p.m., July 5, 2022

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

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

Absent:
Bobby Reishman, Vice Chair

Other Councilmembers present:
Emmett Pepper

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Burton asked for unanimous consent to dispense with the reading of the minutes for the June 21, 2022 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

II. RESOLUTIONS:

- a. Resolution No. 691-22 – Authorizing the Mayor or City Manager to enter into a contract with Red Hot Fire Equipment in the amount of \$65,204.40 for 30 sets of turnout gear for newly hired recruits of the Charleston Fire Department, where the purchase price was determined through a competitively sourced contract administered by Sourcewell, a purchasing consortium.

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 Red Hot Fire Equipment in the amount of \$65,204.40 for 30 sets of turnout gear for newly hired recruits of the Charleston Fire Department, where the purchase price was determined through a competitively sourced contract administered by Sourcewell, a purchasing consortium.

City Manager, Jonathan Storage, added the resolution is to properly equip the new recruits. He added that this is the largest recruit class the CFD has had in a long time.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 691-22 approved.

- b. Resolution No. 692-22 – Whereas, Fire Engine 451 is in need of engine repair;

Whereas, Fire Engine 451 is a 2010 Pierce pumper truck and is a frontline emergency service vehicle;

Whereas, Western Branch Diesel is the only authorized Pierce Manufacturing repair vendor in the Kanawha Valley;

Whereas, until the vendor removes the engine head, the extent of the repair work could range from replacing a cylinder to whole engine block replacement;

Whereas, the estimated cost of cylinder replacement is \$11,437.48 and the estimated cost of whole engine replacement is \$34,095.81; and

Whereas, the Administration requests purchasing authority to proceed with engine block replacement in the event that the vendor determines that such repair is necessary.

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

That the Mayor or City Manager to enter into a contract with Western Branch Diesel in an amount not to exceed \$40,000 to repair Fire Engine, where the vendor is a sole source provider for the contemplated repair work.

Storage added that the resolution authorizes up to \$40,000 to repair the engine. The engine will need to be properly examined before a final price can be determined. Even if a whole engine block replacement is needed, it would still be more cost effective than replacing the vehicle.

Councilmember Adams asked if there is another vehicle of this type in service. The Chief replied that there is a spare that will be used during the repairs.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 692-22 approved.

III. MISCELLANEOUS:

Councilmember Jenkins and the Committee congratulated and thanked the Mayor and her staff for the great success of the Regatta.

Councilmember Burton motioned to adjourn the meeting.
Meeting adjourned.

Resolution No. 693-22

Introduced in Council:

July 18, 2022

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

1 Resolution No. 693-22 – Authorizing approval of Amendment No. 1 of the FY 2022-2023
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:

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6 That Amendment No. 1 of the FY 2022-2023 General Fund Budget as indicated on the attached
7 list of accounts is approved.

General Fund FY 2022-2023 Budget Amendment No. 1 - July 18, 2022

Account No.	Department	Account Description	Amount
001 976 00 706 4 459	Fire	Capital Outlay - Equipment	90,946
001 296 0	Restricted Fund Balance		(90,946)
<u>Restricted for Capital Lease Purchase</u> - To adjust proper accounts in the FY 2023 Municipal Budget for the purchase of lease purchase equipment approved but not received within FY 2022.			
001 305 01 0000	Revenues	B & O Tax - Current Year	327,563
001 296 0	Restricted Fund Balance		(327,563)
<u>Restricted for Debt Service</u> - To recognize funds restricted for Ball Park Debt Service.			
001 305 01 0000	Revenues	B & O Tax - Current Year	12,810
001 295 0	Non-Spendable Fund Balance		(12,810)
<u>Nonspendable Fund Balance</u> - To recognize nonspendable fund balances for Prepaid expenses.			
001 567 00 000 2 230	Public Grounds	Contracted Services	50,000
001 975 00 439 4 459	Information Systems	Capital Outlay - Equipment	314,086
001 976 00 700 4 459	Police	Capital Outlay - Equipment	265,620
001 976 00 706 4 459	Fire	Capital Outlay - Equipment	895,294
001 978 00 800 4 459	Refuse	Capital Outlay - Equipment	745,956
001 979 00 900 4 459	Parks & Recreation	Capital Outlay - Equipment	71,394
001 298 0	Assigned Fund Balance		(2,342,350)
<u>Assigned Fund Balance</u> - To rollover certain expenses into the FY 2023 Municipal Budget to account for items budgeted but not spent within FY 2022			
001 417 00 000 2 229	City Attorney	Court Costs & Damages	700,000
001 299 0	Unassigned Fund Balance		(700,000)
<u>Unassigned Fund Balance</u> - To increase the Claims and Damages line to allow for claims up to the Loss Fund limit.			
001 368 00 0000	Revenue	Contributions from Others	(27,500)
001 437 00 000 2 223	Planning	Professional Services	27,500
<u>Contributions</u> - To recognize the contribution from the McGee Foundation for the amount unspent for the West Side Master Plan project.			

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

Resolution No. 694-22

Introduced in Council:

July 18, 2022

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 694-22 – Authorizing the Mayor or City Manager to submit a grant application to the Department of Justice Edward Byrne Memorial Justice Assistance Grant program in the amount of \$71,523.00 and administer any funds awarded.

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

That the Mayor or City Manager is authorized to submit a grant application to the Department of Justice Edward Byrne Memorial Justice Assistance Grant program in the amount of \$71,523.00 and administer any funds awarded, where the Charleston Police Department will utilize awarded funds to purchase audio and video equipment and crime scene supplies.

Resolution No. 695-22

Introduced in Council:

July 18, 2022

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 695-22 – Authorizing the Mayor or City Manager to grant American Rescue Plan Act (“ARPA”) funds to The Greater Kanawha Valley Foundation in the total amount of \$350,000 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 The Greater Kanawha Valley Foundation in the total amount of \$350,000 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.



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Subrecipient Risk Assessment Tool

Overview

The Uniform Grant Guidance requires pass-through entities to monitor and manage their subrecipients to ensure compliance (2 CFR 200.330-332). This tool is intended for evaluating, documenting, and classifying subrecipients with a relative risk assessment score. The level of risk should guide the pass-through entity in determining the level of monitoring needed.

Using the Risk Tool

Evaluate the subrecipient's program in each of the relevant criteria questions and score with a Yes, No or N/A response. The sheet will auto calculate based on the assigned weighting for each question and display the current score at the bottom. In addition to the total score, a proposed overall Risk Designation is assigned. Complete this Risk Assessment for each subrecipient.

Once Completed

After completing the risk assessment and determining the score, the pass-through entity should determine any action steps needed to manage and/or mitigate risk. The entity should have internal controls in place to develop a monitoring plan which is tailored to the level of risk to ensure subrecipient compliance.



Risk Assessment Tool	
Grantee Name:	TGKVF (dba The Greater Kanawha Valley Foundation)
Grant Program Name:	Charleston Area Arts Initiatives
Grant #:	
Grant Amount:	\$350,000
Grant Period:	July 18, 2022 - December 31, 2026
Monitor Period:	July 18, 2022 - December 31, 2026
Date of Review:	8-Apr-22
Date of Last Review:	12-Jul-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	Does receive multiple foundation grants
2	Was the applicant subject to a financial statement audit in the last 24 months, and had no findings? If any findings, list the number and details.	1	Yes	1	No negative findings in most recent audit.
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	Confirmed that the mandatory policies are maintained by the organization
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	Does not receive any federal grants requiring reporting
14	Have the applicant's financial reports for any previous programming been adequate, accurate and on time?	1	N/A	0	Does not receive any federal grants requiring reporting

Available Total 14

Total Risk Score 10

LEGEND

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

Notice of Award

Beneficiary Name: TGKVF, Inc. (dba The Greater Kanawha Valley Foundation)	Name of Awarding Agency: City of Charleston, West Virginia
Beneficiary's UEI Number: C7U7BFKH5FL5	Award Date: 7/18/2022
Program Name: Charleston Creativity Connections: City Arts Activation and Recovery Project	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: \$350,000	Total Amount of Funds obligated to the Beneficiary: \$350,000
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

<u>Minimum Requirements include:</u> • 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 The Greater Kanawha Valley Foundation, (hereinafter referred to as “Beneficiary”) with administrative offices at 178 Summers Street, Charleston, WV 25301 (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 \$350,000 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 including 2 C.F.R. 200.320 "Methods of Procurement to be Followed".

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.

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.

Section 9: Closeout

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

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

Name

Title

Date

Phone Number

Signature

Exhibit A – Scope of Work

With the funding received from the City, The Greater Kanawha Valley Foundation will through the Charleston Creativity Connections (CCC) program advance creative placemaking and artist support activities in Charleston, continuing to create the conditions for artists and businesses to thrive—financially, creatively, and socially. This work is particularly needed as the City of Charleston seeks to economically recover in the wake of the COVID-19 pandemic. The Charleston Creativity Connections program hosts a searchable website to connect local artists with businesses, patrons, and each other organizations. The program also hosts a seed investment program, which has supporting local projects with monetary funding. This access to capital for individual artists has had a huge impact both on artists who have suffered income loss due to the pandemic as well as the broader community, which experienced increased access to artistic creations during a time when we are all seeking human connection and healing

To further advance these community economic development efforts and stimulate the economic recovery of artists and Charleston businesses specifically Slack Plaza/City Center Productions, Artist Seed Investments, and Higher Education Partnerships.

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

The objectives to be tracked through performance reports include:

- # Of additional paying opportunities for artists
- \$ Number of increased sales by participating businesses
- # Of increased visual and performing arts events;
- # Of increase in residents and visitor attendance at arts events
- # Of increase in opportunities for artists to make meaningful contributions to community development

Exhibit B – Project Budget

Purpose	Amount
City Center Programming Costs (5 years)	\$250,000
Artist & Business Investment Mini-Grants & Student Nights	\$100,000
Total Program Cost	\$350,000

Resolution No. 696-22

Introduced in Council:

July 18, 2022

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 696-22 – Authorizing the Mayor or City Manager to grant American Rescue Plan Act (“ARPA”) funds to West Virginia Child Advocacy Network in the total amount of \$24,000 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 West Virginia Child Advocacy Network in the total amount of \$24,000 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.



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Subrecipient Risk Assessment Tool

Overview

The Uniform Grant Guidance requires pass-through entities to monitor and manage their subrecipients to ensure compliance (2 CFR 200.330-332). This tool is intended for evaluating, documenting, and classifying subrecipients with a relative risk assessment score. The level of risk should guide the pass-through entity in determining the level of monitoring needed.

Using the Risk Tool

Evaluate the subrecipient's program in each of the relevant criteria questions and score with a Yes, No or N/A response. The sheet will auto calculate based on the assigned weighting for each question and display the current score at the bottom. In addition to the total score, a proposed overall Risk Designation is assigned. Complete this Risk Assessment for each subrecipient.

Once Completed

After completing the risk assessment and determining the score, the pass-through entity should determine any action steps needed to manage and/or mitigate risk. The entity should have internal controls in place to develop a monitoring plan which is tailored to the level of risk to ensure subrecipient compliance.



Risk Assessment Tool	
Grantee Name:	WV Child Advocacy Network
Grant Program Name:	Supplement Rent Costs for Brick and Mortar Location
Grant #:	
Grant Amount:	\$24,000
Grant Period:	July 18, 2022 - December 31, 2026
Monitor Period:	July 18, 2022 - December 31, 2026
Date of Review:	8-Apr-22
Date of Last Review:	12-Jul-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	Does receive multiple foundation grants
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	Confirmed that the mandatory policies are maintained by the organization.
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	Does not receive any federal grants requiring reporting
14	Have the applicant's financial reports for any previous programming been adequate, accurate and on time?	1	N/A	0	Does not receive any federal 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
Low Risk	Greater than	11

Notice of Award

Beneficiary Name: West Virginia Child Advocacy Network	Name of Awarding Agency: City of Charleston, West Virginia
Beneficiary's UEI Number: N58XLVFN3B35	Award Date: 7/18/2022
Program Name: Supporting Child Advocacy Centers and Child Survivors of Abuse	Award Period of Performance: 7/18/2022 – 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: \$24,000	Total Amount of Funds obligated to the Beneficiary: \$24,000
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 West Virginia Child Advocacy Network, (hereinafter referred to as “Beneficiary”) with administrative offices at 601 Morris Street, Suite 200 Charleston, WV 25301 (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 \$24,000 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 including 2 C.F.R. 200.320 "Methods of Procurement to be Followed".

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, West Virginia Child Advocacy Network will continue to serve children and families when concerns of child abuse arise. The West Virginia Child Advocacy Network (WVCAN) is the statewide coalition of Child Advocacy Centers (CACs). WVCAN supports the development, growth and continuation of CACs and multidisciplinary investigative teams in West Virginia. CACs rely on WVCAN to provide training and technical assistance, advocate on their behalf, raise public awareness about child abuse, and promote efforts to prevent it.

WVCAN will utilize the grant funds to help build organizational capacity within its Network. Over the past 16 years, CACs have grown from two-person teams to staff as large as 20; board of directors have evolved from organizational team members to a diverse groups of community leaders who care deeply about children in danger. The technological requirements have evolved from spreadsheets and word documents to a networked system of case management and data tracking. The funds will be used to help guide CACs and ensure that they are able to adequately adapt to and meet these demands

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

The objectives to be tracked through performance reports include:

- # of CACs assisted throughout West Virginia

Exhibit B – Project Budget

Purpose	Amount
Technical Assistance for Child Advocacy Centers	\$24,000
Total Program Cost	\$24,000

Resolution No. 698-22

Introduced in Council:

July 18, 2022

Adopted by Council:

Introduced by:

Adam Knauff and Ben Adams

Referred to:

Finance

1 Resolution No. 698-22 – Authorizing the Mayor or City Manager to take all appropriate
2 action to convey any and all interest the City has in those particular rights of way situated
3 in the Allen Addition of the City of Charleston, as more fully detailed herein, to the
4 Charleston Land Reuse Agency (“CLRA”), pursuant to the authority granted in West
5 Virginia Code § 1-5-3.

6
7 WHEREAS, the Allen Addition of the City of Charleston contains certain paper public
8 rights-of-way that were never opened by the City of Charleston, but to which the City of
9 Charleston retains an ownership interest that cannot be adversely possessed, some of
10 which rights-of-way are named on the various recorded maps as Anthony Street and
11 Thomas Street and others which are not named, all of which are set forth in the map
12 attached to this resolution; and

13
14 WHEREAS, the adjacent property owners to these paper public rights-of-way have used
15 the public rights-of-way as their own property for more than ten years before a
16 September 2, 2016, order of the Kanawha County Circuit Court in Civil Action No. 07-C-
17 416, which gave the owners certain adjacent property by adverse possession, but—due to
18 the public rights-of-way being owned by a governmental entity—the City maintained its
19 ownership in the public rights-of-way; and

20
21 WHEREAS, the northernmost portion of the public rights-of-way is in and adjacent to the
22 private cemetery known as the Hope Cemetery or Bond Cemetery, which has recently
23 experienced access issues due to the difficulty of turning a vehicle around on the private
24 drive through the cemetery; and

25
26 WHEREAS, the CLRA is willing to facilitate the process of dividing and transferring the
27 public rights-of-way to the adjacent property owners and working to provide better
28 access to the cemetery through a turnaround within the property; and

29
30 WHEREAS, the City has no plans to develop these public rights-of-way, has no current use
31 for these public rights-of-way, and otherwise has no need for the property; and

32
33 WHEREAS, the CLRA Board has formally requested that the Charleston City Council convey

1 the City's interest in the property to the CLRA for the benefit of the community; and

2
3 WHEREAS, West Virginia Code § 1-5-3 permits public bodies to convey real property to
4 other public bodies for less than fair market value, and without public auction; and

5
6 WHEREAS, the City Council recognizes that there is a lack of need for the property in
7 comparison to the benefit to the City if the property is conveyed to the CLRA; and

8
9 WHEREAS, the City Council recognizes that there is a demonstrable need for the property
10 by the CLRA to be able to facilitate the distribution of the property and the access to the
11 cemetery, all of which is beneficial to the public.

12
13 Be it Resolved by the Council of the City of Charleston, West Virginia:

14
15 That the Mayor or City Manager is authorized to take all appropriate action to convey any
16 and all interest the City has in those certain public rights-of-way situated in the Allen
17 Addition of Charleston, WV, as shown on the attached map, to the Charleston Land Reuse
18 Agency.
19

PLAT SHOWING
 SELECT RIGHTS OF WAY IN BLOCKS F, J & K,
 REVISED MAP OF ALLEN ADDITION
 IN THE CITY OF CHARLESTON
 KANAWHA COUNTY, WEST VIRGINIA
 PREPARED FOR
 THE CITY OF CHARLESTON
 SCALE: 1"=40' MAY 22, 2022

William R. Gunner
 REGISTERED PROFESSIONAL SURVEYOR NO. 801
 CLENDENIN, WV
 PROFESSIONAL SURVEYOR

NOTES: THIS PLAT IS PREPARED FROM EXISTING DATA TAKEN FROM SUBDIVISION MAP IN MAP BOOK 6, PAGE III, MAP BY GARZELON IN MAP BOOK 70, PAGE 47 AND CALCULATED VALUES. NO FIELD SURVEY WORK WAS DONE IN THE PREPARATION OF THIS PLAT, AND NO CORNERS SHOWN WERE MARKED BY THIS SURVEYOR. THIS PLAT PREPARED IN CONJUNCTION WITH CIVIL ACTION NO. 07-C-416.

