



CITY OF CHARLESTON West Virginia



Council Member – 12th WARD

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

AGENDA
FINANCE COMMITTEE MEETING
Monday, November 7, 2022
6:30 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 10-17-2022

II. RESOLUTIONS:

- a. Resolution No. 731-22 – Authorizing the Mayor or City Manager to enter into a contract with Waterline Systems Inc. for the purchase of a boat for the Charleston Fire Department, and will be paid for, in part, with federal grant funds.
- b. Resolution No. 732-22 - Authorizing the General Manager of the Charleston Coliseum & Convention Center to enter into a contract with Hooten Equipment Company LLC for the purchase of 14 coolers to be used for easy access concessions distribution.
- c. Resolution No. 733-22 - Authorizing the Mayor or City Manager to enter into one or more agreements for the purchase of E-10 Gasoline and Diesel Fuel through bids to be received by City Purchasing Director on November 15, 2022.
- d. Resolution No. 734-22 - Authorizing settlement of pending disputed claims against the City in the matter known as Deanna M. Petty v. City of Charleston, Civil Action No. 21-C-180 in the Circuit Court of Kanawha County, West Virginia, as recommended by the City Solicitor.
- e. Resolution No. 735-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act funds to East End Resource Center Inc. in the total amount of \$150,000 and to execute appropriate agreements.

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

MINUTES
FINANCE COMMITTEE MEETING
6:15 P.M., OCTOBER 17, 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., October 17, 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
Becky Ceperley
Mary Beth Hoover
Chad Robinson

Absent:
Brent Burton

Other Councilmembers present:
Bruce King
Emmett Pepper
Bobby Brown

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Reishman asked for unanimous consent to dispense with the reading of the minutes for the October 3, 2022 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

b. Presentation from the West Virginia Center on Budget and Policy concerning Amendment 2 – The full presentation can be viewed on CivicClerk
<https://charlestonwv.civicclerk.com/Web/Player.aspx?id=1494&key=-1&mod=-1&mk=-1&nov=0>

II. RESOLUTIONS:

- a. Resolution No. 727-22 – Authorizing “Citizen Appreciation Parking” for November 26, 2022, December 3, 2022, December 10, 2022, December 17, 2022, December 24, 2022, and December 31, 2022. “Citizen Appreciation Parking” shall include the waiving of hourly parking fees at all metered on-street parking spaces. The parking revenue losses will amount to approximately \$1,600 per Saturday.

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

That “Citizen Appreciation Parking” is authorized for November 26, 2022, December 3, 2022, December 10, 2022, December 17, 2022, December 24, 2022, and December 31, 2022. “Citizen Appreciation Parking” shall include the waiving of hourly parking fees at all metered on-street parking spaces. The parking revenue losses will amount to approximately \$1,600 per Saturday.

Councilmember Hoover added that the City has been doing this resolution for a long time. It gets people downtown and into neighborhoods for holiday shopping.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 727-22 approved.

- b. Resolution No. 728-22 – Authorizing the General Manager of the Charleston Coliseum & Convention Center to enter into a contract with Electronic Specialty Company in the amount of \$214,936.53 to expand video surveillance camera systems within the Coliseum & Convention Center pursuant to a competitive bidding process, where the funds used for the purchase will come from a West Virginia Department of Homeland Security grant.

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

That the General Manager of the Charleston Coliseum & Convention Center is authorized to enter into a contract with Electronic Specialty Company in the amount of \$214,936.53 to expand video surveillance camera systems within the Coliseum & Convention Center pursuant to a competitive bidding process, where the funds used for the purchase will come from a West Virginia Department of Homeland Security grant.

City Manager, Jonathan Storage added that the City received a grant to upgrade various security systems at the Convention Center that includes the expansion of the video surveillance cameras.

Councilmember Reishman moved to approve the resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 728-22 approved.

- c. Resolution No. 729-22 – Authorizing the Mayor or City Manager to enter into a contract with EPR Systems, Inc., in an amount not to exceed \$165,946.35 over a five-year contract period to equip the Charleston Fire Department with a modern Records Management System capable of integrating with existing City systems, where the agreed-upon pricing is listed in Exhibit A, attached hereto, and where the vendor was selected through a competitive evaluation process.

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 EPR Systems, Inc., in an amount not to exceed \$165,946.35 over a five-year contract period to equip the Charleston Fire Department with a modern Records Management System capable of integrating with existing City systems, where the agreed-upon pricing is listed in Exhibit A, attached hereto, and where the vendor was selected through a competitive evaluation process.

Storage added that the proposed system was evaluated through a competitive process based on qualitative factors. The records system will allow firefighters and administrators to manage incidents and record filings in real time. The system will integrate with WV DOT cameras, including navigational systems, WV Office of Emergency Management's systems, scan and upload drivers licenses, provide for a mobile inventory of equipment, generate real time graphic reports, etc.

Councilmember Reishman moved to approve the resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 729-22 approved.

- d. Resolution No. 730-22 – Authorizing the Mayor or City Manager to enter into a contract with EPR Systems, Inc., in an amount not to exceed \$165,946.35 over a five-year contract period to equip the Charleston Fire Department with a modern Records Management System capable of integrating with existing City systems, where the agreed-upon pricing is listed in Exhibit A, attached hereto, and where the vendor was selected through a competitive evaluation process.

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 EPR Systems, Inc., in an amount not to exceed \$165,946.35 over a five-year contract period to equip the Charleston Fire Department with a modern Records Management System capable of integrating with existing City systems, where the agreed-upon pricing is listed in Exhibit A, attached hereto, and where the vendor was selected through a competitive evaluation process.

City Attorney, Kevin Baker, added that the resolution is the various settlement agreements that the Attorney General's Office has negotiated with various pharmacy entities. The settlement funds are subject to the previously approved MOU (24.5% of the funds go into the local government pot, to then be split). He added that some of the payments will be made immediately, and some will be made over time.

Councilmember Jenkins asked if Baker felt like these were good settlements. Baker replied that it seemed like the settlements were negotiated over at great length, and are the best result for the State as a whole. He did not believe that the City would have been able to negotiate anything better separately.

Councilmember Adams confirmed that the City will be required to use the money in accordance with the stipulated uses set forth in the agreement. Baker added that an additional pot of State funds will be created for municipalities to apply for.

Councilmember Jenkins asked what the total settlement for the resolution was. Baker replied that it was \$312 million.

Councilmember Reishman moved to approve the resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 730-22 approved.

Councilmember Reishman motioned to adjourn the meeting.

Meeting adjourned.

Resolution No. 731-22

Introduced in Council:

November 7, 2022

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 731-22 - Authorizing the Mayor or City Manager to enter into a contract with Waterline Systems Inc. in the amount of \$549,260.00 for the purchase of a boat for the Charleston Fire Department, where the purchase price was determined through a competitive bidding process and will be paid for, in part, with federal grant funds.

Now, therefore, 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 Waterline Systems Inc. in the amount of \$549,260.00 for the purchase of a boat for the Charleston Fire Department, where the purchase price was determined through a competitive bidding process and will be paid for, in part, with federal grant funds. Resolution No. 598-22, adopted February 7, 2022, is rescinded.

Charleston Fire Department Boat
Procurement No. 2022-21

		US Watercraft	Silver Ships Inc
Item	Quantity	Price	Price
Lake Assault Fire Boat (or equal)	1.00	\$549,260.00	\$631,080.00
1 Items	Totals		

Resolution No. 598-22

Introduced in Council:

Adopted by Council:

February 7, 2022

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 598-22 – Authorizing the Mayor or City Manager to purchase a Fire Boat from Lake Assault Boats, LLC in the amount of \$423,448.15, where the vendor maintains a competitively sourced federal contract with the General Services Administration.

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

That the Mayor or City Manager is authorized to purchase a Fire Boat from Lake Assault Boats, LLC for \$423,448.15, where the vendor maintains a competitively sourced federal contract with the General Services Administration. The boat is replacing a 2005 model boat and will be used by the Charleston Fire Department for patrol and response to emergencies on the rivers. The boat will be paid for through a Federal Emergency Management Agency Port Security Grant with a 25% match paid by the City.

Resolution No. 732-22

Introduced in Council:

November 7, 2022

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 732-22 - Authorizing the General Manager of the Charleston Coliseum & Convention Center to enter into a contract with Hooten Equipment Company LLC in the amount of \$86,447.06 for the purchase of 14 coolers to be used for easy access concessions distribution, where the purchase price was determined through a competitive bidding process.

Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:

That the General Manager of the Charleston Coliseum & Convention Center is authorized to enter into a contract with Hooten Equipment Company LLC in the amount of \$86,447.06 for the purchase of 14 coolers to be used for easy access concessions distribution, where the purchase price was determined through a competitive bidding process.

		Hooten Equipment Company LLC	
Item	Quantity	Price	Extension
Grab-N-Go Coolers	14	\$6,174.79	
1 Items	Totals		\$86,447.06

Resolution No. 733-22

Introduced in Council:

November 7, 2022

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 733-22 - Authorizing the Mayor or City Manager to enter into one or more agreements for the purchase of E-10 Gasoline and Diesel Fuel through bids to be received by City Purchasing Director on November 15, 2022. The bid prices for E-10 Gasoline and Diesel Fuel shall remain in effect for a 24-hour period following the bid opening; therefore, the Mayor or City Manager is authorized to exercise discretion in accepting or rejecting such bid proposals as he or she determine to be in the best interest of the City and to report the same to the Finance Committee and Council at the next scheduled meeting.

Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to enter into one or more agreements for the purchase of E-10 Gasoline and Diesel Fuel through bids to be received by City Purchasing Director on November 15, 2022. The bid prices for E-10 Gasoline and Diesel Fuel shall remain in effect for a 24-hour period following the bid opening; therefore, the Mayor or City Manager is authorized to exercise discretion in accepting or rejecting such bid proposals as he or she determine to be in the best interest of the City and to report the same to the Finance Committee and Council at the next scheduled meeting.

Resolution No. 734-22

Introduced in Council:

November 7, 2022

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 734-22 - Authorizing settlement of pending disputed claims against the City in the matter known as *Deanna M. Petty v. City of Charleston*, Civil Action No. 21-C-180 in the Circuit Court of Kanawha County, West Virginia, as recommended by the City Solicitor.

Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:

That the City Council hereby authorizes and approves the settlement of pending disputed claims against the City by Deanna M. Petty, as contained in Civil Action No. 21-C-180 in the Circuit Court of Kanawha County, West Virginia, in the amount of \$105,000, as recommended by the City Solicitor. The City Council authorizes the City Solicitor and City Manager to take all necessary steps to finalize resolution of the claims.

Resolution No. 735-22

Introduced in Council:

November 7, 2022

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 735-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act ("ARPA") funds to East End Resource Center Inc. in the total amount of \$150,000 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.

Now, therefore, 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 East End Resource Center Inc. in the total amount of \$150,000 and to execute appropriate agreements establishing the terms and conditions imposed upon the recipient, including ongoing duties for reporting on expenditure and programmatic activities and binding covenants to spend funds in accordance with the purposes for which such funds were granted. The grant is approved in full or in part based upon information submitted to the City in the grant recipient's City of Charleston ARPA grant application, attached hereto as Exhibit A. The City Manager is directed to withhold grant funding to the grant recipient should the City Manager determine that the grant recipient has failed to adhere to the obligations established in the agreement or fails to adhere to applicable local, state, or federal law.

American Rescue Plan Act (ARPA) Funding Application

[Print](#)**Submitted by:****Status:** Open**Priority:** Normal**Assigned To:** Jonathan Storage**Due Date:** Open**Attachments**

- [EERC Supporting documentation.pdf](#) - 2021-12-15 07:11:45 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:**

Empowering the East End

*** Organization Name:**

East End Resource Center (EERC)

*** Address:**

502 Ruffner Avenue, Charleston, WV 25311

*** Primary Contact Person:**

Elizabeth Kerns (Beth)

Title:

Coordinator

* Phone:

* Email:

304-549-5813

eerc2020@yahoo.com

Federal Tax ID:

85-0848576

If applicable: DUNS Number:

NA

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:

2021 BOARD OF DIRECTORS President Genene Gourley Secretary Caitlin Lastoria Treasurer Bob Robinson Brandi O'Dell Lora Wilkerson
Cookie Miller Portia Smith Jackie Zakaib Nancy White Ruth Burdette 2021 ADVISORY BOARD Carol Mollahan Susan Mollahan Sandra Barkey
Coordinator Beth Kerns

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

The City of Charleston Parks and Recreation Provides space and utilities at no cost to our organization in the Roosevelt Neighborhood Center so that monies raised go directly to those we serve. Scheduling and coordination for use of the building is shared between tenants of the Roosevelt Neighborhood Center. Provides use of Computer Lab, Exercise Equipment rooms, gymnasium, Basketball and Pickle Ball courts. Step By Step Step By Step provides programs for middle/high school students. Meals will be provided, along with homework tutoring, music instruction, art/dance rooms, computer lab, and access to the gymnasium. Many of the youth in their programs will be eligible for our programs. West Virginia State University Prevent Type 2 Diabetes with the PreventT2 Program. One out of three American adults has prediabetes, and most of them do not know it. Having prediabetes means your blood glucose (sugar) level is higher than normal but not high enough to be diagnosed as diabetes. This raises your risk of type 2 diabetes, heart disease and stroke. Without weight loss or moderate physical activity, many people with prediabetes can develop type 2 diabetes within five years. Type 2 diabetes is a serious condition that can lead to health issues such as heart attack; stroke; blindness; kidney failure; or loss of toes, feet or legs. If you have prediabetes or other risk factors for type 2 diabetes, it’s time to take charge of your health. The PreventT2 lifestyle change program can help you make lasting changes to prevent type 2 diabetes. This program meets once a week for 6 months, then twice a month for 6 months. Families and Seniors in our programs are encouraged to participate in the Prevent T2 Program.

BUDGETARY OVERVIEW - Must match Budget Worksheet

* Funds Requested

* Total Program/Project Cost

Annual Organization Budget

\$250,000.00 (\$50,000 per year for 5 years)

\$322,500 (\$64,500 per year for 5 years)

\$100,000.00

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

COVID-19 has had devastating and long reaching effects on communities across the globe. The hardest hit are communities of low to medium income and those of color. Our youth were not able to attend school. Online classes were offered, but many did not have reliable internet service or computers. Others needed more specialized instruction. And others struggled to learn without being in a normal classroom situation. Domestic and sexual violence, drug and alcohol abuse, neglect and abuse rose without a teacher to notice changes in behavior that could signal intervention. It is time to bring families together in positive ways, strengthen their bonds and provide educational opportunities. Seniors in the East End were adversely impacted by being cut off from others socially. Being on a low, fixed income affected their nutrition as they were not able to attend area feeding programs. We maintained telephonic contact with them at least monthly. Many of our residents have suffered financially, mentality, and socially. Many have had their health impacted from the pandemic. And many did

not survive leaving their friends and family to grieve alone, without being there at their bedside, funeral or memorial service. Living through a global pandemic has increased levels of anxiety, eating disorders, drug/alcohol abuse, self-mutilation, depression, and suicide for all ages. The numbers of these mental health issues have drastically risen for those ages 10-28. To help our community recover from the devastating effects of COVID-19 we want to Empower the East End in three ways. FAMILY FUN NIGHTS Family Fun Nights is a monthly program that provides a means for low to medium income families to come together for a night out of fun, food and meaningful experiences. Each month has a different theme, menu and a purpose to help families interact with each other, build memories and exposure to new and different activities. Many children are being raised by grandparents who are on a fixed income. Our plan will serve 20 low to medium income families. Each child must be accompanied by a parent or guardian. WEEKEND SNACK PACK Many Seniors support system has changed due to friends and family perishing to COVID-19. Many are on a fixed income. Rising food costs have made it increasingly difficult for them to afford food. Many rely on Meals On Wheels for a daily meal during the week. The Weekend Snack Pack will provide 25 seniors a snack pack to supplement their food with a variety of items. In order to qualify a senior, over the age of 60, must have an income under the Federal Poverty Line of approximately \$15,301 for a 1 person over 60 living alone. PTSD THERAPY COVID-19 has quickly become a global health emergency resulting in not only physical health concerns but also psychological concerns as people are exposed to unexpected deaths or threats of death. For example, healthcare workers who have close contact with COVID patients are not only exposed to the virus on a regular basis, but they may also be witnessing increased illnesses, deaths, and supply shortages. In addition, patients admitted to the hospital with COVID-19 experience social isolation, physical discomfort, and fear for survival. These exposures increase the risk of developing PTSD. In addition, the risk may further be enhanced during the subsequent weeks when these individuals may lack immediate social support due to the need to self-quarantine. Many suffering from COVID-19 PTSD need counseling. But their Health Insurance doesn't cover therapy and they can't afford it. We want to offer COVID-19 PTSD Group Therapy at no charge to the community on a weekly basis. We would also offer Individual Therapy at no charge for four individuals that have the most severe need. The most significant benefit of a group setting is the ability of an individual to hear and share in the stories and experiences of others. Though individual therapy can feel like a safer space than a group therapy room, for many people, it is easier to self-reflect with others acting as a mirror. For some Individual Therapy is needed so they can receive one-on-one attention from the therapist which allows the therapist to be very thorough in understanding the specific problems of the client and in developing an individualized approach to helping the client. The level of analysis and treatment can be much more intense and comprehensive in individual therapy compared to group therapy. We anticipate the effects of COVID-19 to be long reaching and estimate that our services will be needed for at least a period of five (5) years until 2027. We want to offer these programs from 2022 through 2027.

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?

2027

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:

FAMILY FUN NIGHTS Family Fun Nights is a monthly program that provides a means for low to medium income families to come together for a night out of fun, food and meaningful experiences. Each month has a different theme, menu and a purpose to help families interact with each other, build memories and exposure to new and different activities. Many children are being raised by grandparents who are on a fixed income. Our plan will serve 20 low to medium income families. Each child must be accompanied by a parent or guardian. WEEKEND

SNACK PACK Many Seniors support system has changed due to friends and family perishing to COVID-19. Many are on a fixed income. Rising food costs have made it increasingly difficult for them to afford food. Many rely on Meals On Wheels for a daily meal during the week. The Weekend Snack Pack will provide 25 seniors a snack pack to supplement their food with a variety of items. In order to qualify a senior, over the age of 60, must have an income under the Federal Poverty Line of approximately \$15,301 for a 1 person over 60 living alone. PTSD THERAPY COVID-19 has quickly become a global health emergency resulting in not only physical health concerns but also psychological concerns as people are exposed to unexpected deaths or threats of death. For example, healthcare workers who have close contact with COVID patients are not only exposed to the virus on a regular basis, but they may also be witnessing increased illnesses, deaths, and supply shortages. In addition, patients admitted to the hospital with COVID-19 experience social isolation, physical discomfort, and fear for survival. These exposures increase the risk of developing PTSD. In addition, the risk may further be enhanced during the subsequent weeks when these individuals may lack immediate social support due to the need to self-quarantine. Many suffering from COVID-19 PTSD need counseling. But their Health Insurance doesn't cover therapy and they can't afford it. We want to offer COVID-19 PTSD Group Therapy at no charge to the community on a weekly basis. We would also offer Individual Therapy at no charge for four individuals that have the most severe need. The most significant benefit of a group setting is the ability of an individual to hear and share in the stories and experiences of others. Though individual therapy can feel like a safer space than a group therapy room, for many people, it is easier to self-reflect with others acting as a mirror. For some Individual Therapy is needed so they can receive one-on-one attention from the therapist which allows the therapist to be very thorough in understanding the specific problems of the client and in developing an individualized approach to helping the client. The level of analysis and treatment can be much more intense and comprehensive in individual therapy compared to group therapy.

5. Describe the need for this program/project:

COVID-19 has had devastating and long reaching effects on communities across the globe. The hardest hit are communities of low to medium income and those of color. Our youth were not able to attend school. Online classes were offered, but many did not have reliable internet service or computers. Others needed more specialized instruction. And others struggled to learn without being in a normal classroom situation. Domestic and sexual violence, drug and alcohol abuse, neglect and abuse rose without a teacher to notice changes in behavior that could signal intervention. It is time to bring families together in positive ways, strengthen their bonds and provide educational opportunities. Seniors in the East End were adversely impacted by being cut off from others socially. Being on a low, fixed income affected their nutrition as they were not able to attend area feeding programs. We maintained telephonic contact with them at least monthly. Many of our residents have suffered financially, mentality, and socially. Many have had their health impacted from the pandemic. And many did not survive leaving their friends and family to grieve alone, without being there at their bedside, funeral or memorial service. Living through a global pandemic has increased levels of anxiety, eating disorders, drug/alcohol abuse, self-mutilation, depression, and suicide for all ages. The numbers of these mental health issues have drastically risen for those ages 10-28.

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

To our knowledge there is no other Charleston organization providing these services in the East End of Charleston.

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

The City of Charleston Parks and Recreation provides space for us to conduct programs at no charge.

8. How will duplication of services be prevented?

To our knowledge there is no other Charleston organization providing these services in the East End of Charleston.

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.

We estimate the number of City residents that will be served is about 100 Family Fun Nights: 20 families x 3 members per average family 60 Weekend Snack Pack for those 60 and over: 25 PTSD Therapy: 10 group, 4 individual Cost per person to participate in our programs for a year is \$500.

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

Family Fun Night: There is no eligibility requirement with respect to age, gender, income, or residence. Limited to 20 families (first come, first served). PTSD Therapy: There is no eligibility requirement with respect to age, gender, income, or residence. Group Therapy is limited to 10 (first come, first served) Private Therapy is limited to 4 (first come, first served). Weekend Snack Pack: No eligibility to gender. To qualify a senior, over the age of 60, must have an income under the Federal Poverty Line of approximately \$15,301 for a 1 person over 60 living alone. Limited to 25 participants (first come, first served).

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

These are new programs.

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

Strengthen families. Help ensure nutritional stability for low-income seniors. Improvement of the mental health of our participants.

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.

NA

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.

2020 NIP \$10,000: received and spent 2021 NIP \$10,000: received and in the process of being spent

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

There will be no revenues from these projects. Expenses are listed on the EERC City Grant Cost Breakdown and the EERC Family Fun Night

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

If not fully funded the proposed programs will be modified in the numbers served and/or the frequency of their occurrence unless funding can be sourced elsewhere.

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

As we come to the end of the grant we will evaluate and assess if the programs need to be continued and/or modified to meet the needs of the community. If so, we will seek additional grants for funding.

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

A form (EERC Fund Tracker) will be used for each purchase made for each program. An annual audit will be conducted by an outside source.

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

The ARPA funds will be deposited into our bank account. A form (EERC Fund Tracker) will be used for each expenditure. A separate ledger will be used for each program to track funds and to assure we are spending correctly.

REQUESTED BUDGET WORKSHEET

Revenue Source Projections

List all Estimated Funding for this Program/Project

* Proposed City ARPA Funding

Internal/Self-Funding

\$250,000 (\$50,000 per year for 5 years)

0

Donations/Other Fundraising

Government Grants/Other

\$36,250 (\$7,250 per year for 5 years)

\$36,250 (\$7,250 per year for 5 years)

* TOTAL REVENUE

\$322,500 (\$64,500 per year for 5 years)

Expenses Projections

List all Estimated Expenses for this Program/Project

Salaries/Wages

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
\$62,500 (\$12,500 per year for 5 years)	\$62,500 (\$12,500 per year for 5 years)	\$125,000 (\$25,000 per year for 5 years)

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
\$88,400 (\$21,840 per year for 5 years)	0	\$88,400 (\$21,840 per year for 5 years)

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	\$10,000 (\$2000 per year for 5 years)	\$10,000 (\$2000 per year for 5 years)

Supplies

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

\$78,300 (\$15,660 per year for 5 years)	0	\$78,300 (\$15,660 per year for 5 years)
--	---	--

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
\$250,000 (\$50,000 per year for 5 years)	\$72,500 (\$14,500 per year for 5 years)	\$322,500 (\$64,500 per year for 5 years)

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 East End Resource Center provides unique services to the residents of Charleston, many of which live in the East End. COMMUNITY GARDENS. We currently maintain 44 raised bed community vegetable gardens in the east end of Charleston. These gardens offer fresh produce to area residents and restaurants. They also provided outdoor activity, exercise, and some social distanced interaction for those working on the beds during COVID-19. We have published on our Facebook Page (www.facebook.com/EERC2020) a series of short videos and downloadable instructions to help others build, set up and create their own raised bed garden. This program is run by volunteers. SENIOR PROGRAMS. We offer, to those 60 and over, a free lunch prepared by Trinity’s Table every Wednesday. Many come early to help set up. The dining tables are adorned with tablecloths and seasonal décor. At 10:30 am we offer classes such as ceramics, sewing, and Bible study. On the last Wednesday of each month we have BINGO with prizes donated from the community. At 11:45 am everyone comes to lunch. We average 24 attendees each week. This program is run by volunteers.

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

Our Mission is to Seek, Serve, Support, and Sustain programs that benefit the community and identified by members of the community interested in the well-being of individuals who live in the East End of Charleston.

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

The City of Charleston Parks & Recreation Covenant House Old Colony Realtors Baptist Temple

COVID-19 Impact

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

The East End Resource Center was organized during the beginning of the 2020 Covid-19 Pandemic. Services we had expected to initiate had to be delayed as the Roosevelt Neighborhood Center, where we are located, was shut down for over a year. While we were closed due to COVID-19 we conducted needs assessment surveys to determine the needs of the community. Based on the results we offer a variety of services, programs and opportunities in the following categories: 1. Physical and Mental Wellness 2. Life Skills Education 3. Life Enrichment Programs During the past year the residents of Charleston have endured the many effects of COVID-19. Students have fallen behind in their studies and socialization skills. Seniors have been isolated and lost many friends and family members. Families have struggled with financial hardships, increased addictions, domestic violence, and mental health instability. Our goal is to be a resource to help our community become stronger, wiser, more resilient, sustainable, and engaged. Our Community Gardens Project flourished during the time we were shut down. Project manager Frank Gourley gathered volunteers who were able to plant, maintain, and offer fresh vegetables to the community. The Community Gardens also allowed area residents to socially distance and have moderate activity during a time when many were isolated.

With funding from CURA and the City of Charleston we were able to rebuild the raised bed gardens on the 1400 block of Washington Street East which had fallen into disrepair.

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

NA

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

The funding of these proposed projects will help those most adversely affected, low to medium income and those of color, by COVID-19. Family Fun Nights will help to strengthen families and help build meaningful memories. Weekend Snack Packs for Seniors will help improve the nutritional stability of those on a low and fixed incomes. PTSD Therapy will provide a positive outlet of hope for those suffering from lingering mental issues caused by dealing with COVID-19 and possibly save lives. By helping families, seniors and those with PTSD it will in turn help our community.

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

/s/Elizabeth Kerns/s/

12/15/2021

Authorized representative of Applicant/Organization

Format: MM/DD/YYYY

* PRINTED NAME:

Elizabeth Kerns

* TITLE OF APPLICANT:

Coordinator

* ORGANIZATION NAME:

East End Resource Center

Upload a File

Choose File

No file chosen

EERC CITY COVID GRANT

EMPLOYEE	ANNUALLY	5 YEAR COST
CoOrdinator	\$ 12,500.00	\$ 62,500.00
FAMILY FUN NIGHTS		
	\$ 7,500.00	\$ 37,500.00
SENIORS		
Weekend Snack Pack 25 x 6.27 x 52	\$ 8,160.00	\$ 40,800.00
SUPPORT GROUPS		
COVID PTSD		
Group \$100 x 52	\$ 5,200.00	\$ 26,000.00
Indiv 4 x \$80 x 52	\$ 16,640.00	\$ 83,200.00
per year	\$ 50,000.00	\$ 250,000.00

EAST END RESOURCE CENTER FAMILY FUN NIGHT

JANUARY

Title	READ A BOOK		
Activity	Story time -		
Take Away	Each child gets a book	45 x \$5	225
Food	Chili, Cornbread, Cookies	60 x \$4	240

FEBRUARY

Title	RANDOM ACTS OF KINDNESS		
Activity	Make Valentines for area high rises & nursing homes		
Take Away	Supplies to make more valentines		
Food	Spaghetti, Cupcakes	60 x \$4	240

MARCH

Title	MUSIC, DANCE, ART		
Activity	Step by Step Paint Project		
Take Away	Finished piece of art	45 x \$5	225
Food	Pinto Beans, cornbread, green jello	60 x \$4	240

EAST END RESOURCE CENTER FAMILY FUN NIGHT

APRIL

Title	EARTH & ARBOR DAY		
Activity	Learn about Earth & Arbor Day		
Take Away	Tree to plant	45 x \$2	90
Food	Baked steak, pie	60 x \$8	480

MAY

Title	HONORING THOSE THAT SERVE		
Activity	Teachers, Nurse, Police, Military Appreciation		
Take Away	US Flag on stick and booklet (American Legion)	45 x \$3	135
Food	Chicken Dinner, cookies	60 x \$8	480

JUNE

Title	FISHING FUN		
Activity	Fishing at Coonskin Park		
Take Away	Fishing pole	45 x \$10	450
Food	Subway sandwiches & chips	60 x \$5	300

EAST END RESOURCE CENTER FAMILY FUN NIGHT

JULY

Title	CARNAVAL		
Activity	Inflatible activities, ballon art, face painting		1375
Take Away	Prizes from games	45 x \$6	270
Food	Hot Dogs, Chips, Cotton Candy, Ice Cream	60 x \$5	300

AUGUST

Title	BEST FOOT FORWARD		
Activity	Dentist, Eye Exam, Hearing, Haircuts, Manicure	donated	0
Take Away	a new look for going back to school		
Food	Pizza	60 x \$4	240

SEPTEMBER

Title	ALL ABOUT ME		
Activity	Character Building, Good Manners, Alcohol/Drug Recovery		
Take Away	Journal	45 x \$1	45
Food	Pork Chop dinner, pudding	60 x \$7	420

EAST END RESOURCE CENTER FAMILY FUN NIGHT

OCTOBER

Title	EXPLORERS		
Activity	Bugs/Insects, Dinosaurs, Astronomy (Clay Center)		
Take Away	Bug catching house & net	45 x \$3	135
Food	Mexican dinner	60 x \$4	240

NOVEMBER

Title	CHARLESTON HISTORY		
Activity	Guest Speakers about Charleston		
Take Away	Booklet about Charleston	45 x 0	0
Food	Meatloaf, cake	60 x \$8	480

DECEMBER

Title	HOLIDAYS AROUND THE WORLD		
Activity	Muslim, Hanukkah, Kwanzaa, Christmas		
Take Away	Ornament Craft	45 x \$2	90
Food	Turkey Dinner, pie	60 x \$10	600

7500



502 RUFFNER AVENUE, CHARLESTON, WEST VIRGINIA 25311

EERC PROGRAM FUND TRACKER

PROGRAM:					
PURCHASE	Wages	Contractor	Materials	Supplies	Amount
TOTAL					

I hereby certify that I have incurred the following expenses on behalf of the EERC.

Printed Name/Signature: _____

Date: _____

Approved By: _____

Paid by Check Number: _____

DATE: _____



502 RUFFNER AVENUE, CHARLESTON, WEST VIRGINIA 25311

EAST END RESOURCE CENTER CONTRACTOR CONTRACT

Job Title: EERC Coordinator

This contractor contract is between Elizabeth Kerns and East End Resource Center (EERC).

Scope of Work:

Responsible for planning, organization, and direction of programs and submission of grants to fund the programs. Acts as public relations representative of EERC. Ensures that services and funding relationships meet goals and objectives of the EERC. Reports directly to the Board of Directors.

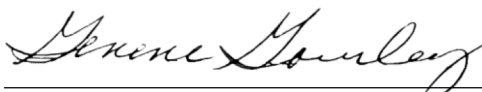
Compensation:

Position is part time with variable hours as needed. Average of 20 hours per week. Compensation is \$24.05 per hour equaling \$481.00 per week. Annually \$25,000.00. Paid every other Friday. Payroll sheet turned in Thursday before payday. Contractor is responsible for all federal taxes, state taxes and Social Security payments. Contractor will receive a 1099-NEC by January 31st for the previous year.

This document constitutes a contractor agreement between these two parties and governed by the laws of West Virginia. Either may terminate this contract at any time with or without cause.

This contract dated on September 15, 2021 is entered into by The East End Resource Center (EERC) and Elizabeth Kerns.


Elizabeth Kerns Sep 15, 2021
date


EERC, President Sep 15, 2021
date

Notice of Subaward

Subrecipient Name: East End Resource Center Inc.	Name of Federal Awarding Agency: Department of Treasury
Subrecipient's UEI ID: K23TGQXXF786	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: 11/8/2022 – 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 1.14 – Other Public 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 East End Resource Center Inc., (hereinafter referred to as "Subrecipient") with administrative offices at 502 Ruffner Ave, Charleston, WV 25311 (each being at times referred to as "Party" or "Parties").

WITNESSETH:

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

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

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

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

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

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

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

Section 1: Compliance

- A. Subrecipient acknowledges that Fund payments made by the City to the Subrecipient are not considered to be grants but are “other financial assistance” under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost 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 \$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, East End Resource Center will assist in the holistic recovery of community members that were disproportionately impacted by COVID-19. The Center will host Strengthening Family Ties events semi-annually for three years, where it aims to serve up to 100 community members at these events by connecting them with support resources and community connections in conjunction with social and recreational activities.

East End Resource Center will also offer COVID-19 PTSD Group Therapy services at no charge for the community for six weekly sessions each quarter through 2026. As appropriate, the facilitating therapist will be equipped to refer participants to individual therapy services and connect them to providers that accept Medicare, Medicaid, or bill on a sliding scale.

East End Resource Center will also continue to host its Senior Citizen Life Enrichment program each Wednesday throughout the year. The Center will engage 20-30 seniors each week in activities such as arts and crafts, ceramics, field trips, and movie theater outings.

The Beneficiary projects that it will require a period through 2026 to implement and achieve the goals of the program.

The objectives to be tracked through performance reports include:

- Number of individuals connected with community resources and connections at Strengthening Family Ties events (# of attendees at each semi-annual event)
- Number of community members served through COVID-19 PTSD Group Therapy Services (# of participants within the program each quarter)
- Number of Senior Citizens served through the Life Enrichment program (Total # of participants each quarter)

Exhibit B – Project Budget

Purpose	Amount
Year 1 Program Staff Salary	\$19,000
Year 1 Contracted Services	\$12,280
Year 1 Program Materials	\$5,820
Year 1 Enrichment Activity Fees	\$12,900
Year 2 Program Staff Salary	\$19,000
Year 2 Contracted Services	\$12,280
Year 2 Program Materials	\$5,820
Year 2 Enrichment Activity Fees	\$12,900
Year 3 Program Staff Salary	\$19,000
Year 3 Contracted Services	\$12,280
Year 3 Program Materials	\$5,820
Year 3 Enrichment Activity Fees	\$12,900
Total Program Cost	\$150,000

Risk Assessment Tool	
Grantee Name:	East End Resource Center
Grant Program Name:	
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:	1-Jun-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 level 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	Financial Operations Manual Reviewed and covers policies
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	K23TGQXXF786
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