

Intergovernmental Subrecipient Agreement
Between the
WEST VIRGINIA DEPARTMENT OF ECONOMIC DEVELOPMENT
and
MARSHALL UNIVERSITY

This Intergovernmental Agreement (“AGREEMENT”) is hereby made and entered into by and between the West Virginia Department of Economic Development, hereinafter referred to as the “Grantee/WVDED,” and the Marshall University, hereinafter referred to as “Marshall.”

WHEREAS, the State received certain funds from the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (hereinafter referred to as “Community Development Act”) for utilization and in connection with its Community Development Block Grant Disaster Recovery funds (the “CDBG-DR”); and

WHEREAS, The Grantee has been charged with the administration of CDBG-DR; and

WHEREAS, Marshall University has agreed to provide certain support to the Grantee for CDBG-DR as set forth defined in Program Delivery and Scope of Work costs.

NOW, THEREFORE BE IT RESOLVED that the parties hereto severally and collectively agree which, by the execution hereof, constitutes a proper and valid agreement between the parties. This agreement is a continuation of services that was agreed upon by the State of West Virginia, Adjutant General’s Office and Marshall University from June 2018 to December 2021. Marshall University has been identified as a sole source for these services due to the multiple days of training provided by HUD for the compliance of CDBG-DR programs, the requirements of the National Environmental Policy Act, and execution of services for three years.

ADMINISTRATIVE AND PROGRAM DELIVERY COSTS

The Grantee will reimburse Marshall University for its cost as follows:

1. Upon full execution of this Agreement, Marshall University may immediately request reimbursement for administrative and program delivery activities conducted relating to CDBG-DR for environmental consultations and review products delivered after January 31, 2022.
2. Upon full execution of this Agreement, Marshall will invoice for environmental services based on a fixed price for each Line Item in the Budget Table Exhibit A. Quarterly invoices will be submitted as feasible, by Marshall.

3. Eligible expenses under Scope of Work must be invoiced to the Grantee no later than March 30, 2024, for final payment.

SCOPE OF SERVICES

- Task 1: Completion of Tier II Site-Specific Environmental Assessment Packages for the WV Single-Family Rehabilitation and Reconstruction Program
- Task 2: Completion of Tier II Site-Specific Environmental Assessment Packages for the WV Bridge Home Program
- Task 3: Completion of Tier II Site-Specific Environmental Assessment Packages for the WV Clearance and Demolition Program
- Task 4: Completion of Full Environmental Assessment Packages to include land acquisition activity for the WV Single-Family Rehabilitation and Reconstruction Program

DESIGNATION OF RESPONSIBILITIES

Project Task Details

Task 1-3 Details: *Completion of Tier II Site-Specific Environmental Assessment Packages for the WV Single-Family Rehabilitation and Reconstruction Program, Bridge Home Program, and the WV Clearance and Demolition Program*

Marshall will compile Tier II Site-Specific Environmental Assessment packages, as required by Community Development Block Grant Disaster Recovery funding being utilized for this program. The WVDED will provide personnel to conduct field inspections for each assessment package. Marshall will conduct field visits on selected sites during the Tier II package completion process to verify field conditions, and/or to obtain additional site-specific data, if needed. For property reviews under Section 106 of the National Historic Preservation Act, MU will procure these reviews if required by federal procurement per 2 CFR 200.318-326. Payment reimbursement may be billed directly to the West Virginia Department of Economic Development.

Task 4 Details: *Completion of Full Environmental Assessment Packages to include land acquisition activity for the WV Single-Family Rehabilitation and Reconstruction Program*

Marshall will work directly with the WV Department of Economic Development team, specifically the CDBG-DR housing team to identify the properties that will need to undergo a full environmental review for acquisition, demolition, and new construction in the WV Single-Family Rehabilitation and Reconstruction Program.

Additional Tasks: Additional tasks will be added by amendment on a “per task” basis.

PROJECT TIMELINE

Task 1-3 deliverables are the first priority to be completed, with an anticipated delivery date approximately 90 days after receiving all applicable information from associated State and Federal agencies. Using this estimated date, completion of this task should occur around December 2022. This date is considered an approximate date; delays by other agencies will result in delays getting this task completed.

Task 4 deliverables are to be completed upon receiving an approved “Optional Purchase Agreement” from the Grantee.

For contractual purposes, the Grantee and Marshall are proposing a start date of February 1, 2022 to submit environmental review products and may be extended annually up to, but no later than March 30, 2024.

CONTINUATION AND CANCELATION

This Agreement may be cancelled at any time by mutual written agreement of the parties. Marshall University may cancel this Agreement at any time if the Grantee violates any term or condition of this Agreement with thirty (30) days written notice to the Grantee.

This Agreement may be amended at any time by the mutual written agreement of the parties.

The Agreement is entered into under the Law of the State of West Virginia and is not an agreement which includes the federal government or USPFPO, nor an obligation or commitment of federal funds, nor a basis for transfer of federal funds. Expenditures by each party will be subject to budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies.

DURATION

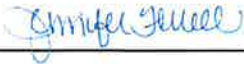
This Agreement is effective beginning on February 1, 2022, and shall continue in effect until January 31, 2023, or until it is extended or canceled. At such time, Marshall University will endeavor to ensure the orderly transition of duties to the Grantee.

We, the undersigned, enter into this Agreement on this 16th day of February, 2022.



Brad D. Smith, President

Marshall University



Jennifer L. Ferrell, Director of Community Advancement and Development

West Virginia Department of Economic Development

Approved as to form prior to acknowledgment thereof

this 16th day of Feb 2022

Ralph Morrissey, Attorney General

By: 