

Intergovernmental Agreement
Between the
WEST VIRGINIA DEVELOPMENT OFFICE
and

STATE OF WEST VIRGINIA, ADJUTANT GENERAL'S DEPARTMENT

This Intergovernmental Agreement ("AGREEMENT") is hereby made and entered into by and between the West Virginia Development Office, hereinafter referred to as the "Grantee," and the State of West Virginia, Adjutant General's Department, hereinafter referred to as the "WV-TAG".

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, the WV-TAG has agreed to provide certain support to the Grantee for CDBG-DR as set forth herein.

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.

ARTICLE 1

**ADMINISTRATIVE AND PROGRAM DEVELOPMENT
COSTS REIMBURSEMENT**

The Grantee will reimburse the WV-TAG for its costs as follows:

1. Upon full execution of this Agreement, the WV-TAG may immediately request reimbursement for administrative and program delivery activities conducted relating to CDBG-DR for services rendered beginning June 4, 2018.
2. The WV-TAG will invoice the Grantee for expenses incurred on or after June 4, 2018. Upon full execution of this Agreement, WV-TAG will invoice on a monthly basis going forward for all administrative and program delivery expenses related to CDBG-DR no later than 30 days after month end. The WV-TAG will submit HUD required documentation for CDBG-DR compliance to support invoice requests. Grantee will remit payments for such invoices no later than 30 days from receipt of invoice.

3. Eligible expenses for reimbursement under paragraphs 1 and 2 above include all administrative expenses including direct costs for supervisor and support salaries and benefits. Eligible expenses also include travel, training, telephone and office supplies, specialized equipment costs and personnel delivering direct client services incurred in relation to the RISE WV program. Administrative expenses eligible for reimbursement also include any professional fee expenses incurred in providing services under this Agreement, including, but not limited to consultant fees and attorney fees.

ARTICLE II

SCOPE OF SERVICES

1. **Administration:** WV-TAG will provide oversight supervision of the program management and implementation to help build capacity and train state employees to reach goals of internal program delivery.
2. **Planning:** The WV-TAG will provide planning and development services under this Agreement relating to any amendments to the Action Plan, economic development, and/or resiliency. WV-TAG will collaborate and develop policies and procedures for CDBG-DR programs.
3. **Case Management:** The WV-TAG will provide services under this Agreement relating to constituent liaison, responding to client needs and reporting individual client progress from intake to completion of repair, rehabilitation, or reconstruction to include environmental inspections and document management and processing. The WV-TAG will provide updates to VOAD for case management as needed to facilitate continuation of services.
4. **Rise WV Slum and Blight Removal Program:** The WV-TAG will manage the eligibility, document processing, compliance to CDBG DR regulations, provide contractor management for Slum & Blight demolition and debris removal of abandoned structures and voluntary program participation.
5. **Rise WV Housing Restoration:** The WV-TAG will provide housing delivery assistance to clients through multiple housing activities including, but not limited to, the repair, rehabilitation, reconstruction, and assistance with property elevation of impacted housing units. WV-TAG will provide a housing project manager to supervise contractual obligations of contractors, technicians and engineering services. The WV-TAG will provide direction and supervision of contractors in accordance with applicable state and federal laws, regulations, and/or guidelines governing the Disaster Project.

ARTICLE III

DESIGNATION OF RESPONSIBILITIES FOR ADMINISTRATION

1. **WV-TAG's Responsibilities:** WV-TAG will provide oversight supervision of the program management and implementation to help build capacity and train state employees to reach goals of internal program delivery.

2. **The Grantee's Responsibilities:** The Grantee will provide program support regarding CDBG-DR regulations and guidelines. The Grantee will issue funds from the CDBG-DR to reimburse the WV-TAG for invoiced associated costs that are in compliance with HUD regulations.
3. **Joint Responsibilities:** The WV-TAG and the WVDO will collaborate with disaster related counties to meet constituent needs and future mitigation.

ARTICLE IV

DESIGNATION OF RESPONSIBILITIES FOR PLANNING

1. **WV-TAG's Responsibilities:** The WV-TAG will provide planning and development services when needed to comply with the Action Plan and HUD policies. The WV-TAG will provide planning and development services under this Agreement relating to any amendments to the Action Plan, economic development, and/or resiliency. The WV-TAG will collaborate and develop policies and procedures for CDBG DR programs.
2. **The Grantee's Responsibilities:** The Grantee will provide planning and development services under this Agreement relating to any amendments to the Action Plan, economic development, and/or resiliency. The Grantee will issue funds from the CDBG-DR to reimburse the WV-TAG for invoiced associated costs.
3. **Joint Responsibilities:** The WVDO and the WV-TAG will collaborate with disaster related counties to meet constituent needs and future mitigation.

ARTICLE V

DESIGNATION OF RESPONSIBILITIES FOR CASE MANAGEMENT

1. **WV-TAG's Responsibilities:** The WV-TAG will provide services under this Agreement relating to constituent liaison, responding to client needs and reporting individual client progress from intake to completion of repair, rehabilitation, or reconstruction to include environmental inspections and document management and processing. The WV-TAG will provide updates to VOAD for case management as needed to facilitate continuation of services.
2. **The Grantee's Responsibilities:** The Grantee will collaborate with the WV-TAG and VOAD to facilitate best client care. The Grantee will issue funds from the CDBG-DR to reimburse the WV-TAG for invoiced associated costs.
3. **Joint Responsibilities:** WVDO and the WV-TAG will collaborate with disaster related counties to meet constituent needs and future mitigation.

ARTICLE VI

DESIGNATION OF RESPONSIBILITIES FOR RISE WV SLUM AND BLIGHT REMOVAL PROGRAM

1. **WV-TAG's Responsibilities:** The WV-TAG will manage the eligibility, document processing, compliance to CDBG DR regulations, provide contractor management for

- Slum & Blight demolition and debris removal of abandoned structures and voluntary program participation.
2. **The Grantee's Responsibilities:** The Grantee will provide support regarding HUD regulations and guidelines for Slum and Blight national objective. The Grantee will issue funds from the CDBG-DR to reimburse the WV-TAG for invoiced associated costs.
 3. **Joint Responsibilities:** WVDO and the WV-TAG will collaborate with disaster related counties to determine areas containing slum and blight, as well as assessing eligibility of spot properties.

ARTICLE VII

DISIGNATION OF RESPONSIBILITIES FOR RISE WV HOUSING RESTORATION

1. **WV-TAG's Responsibilities:** The WV-TAG will provide housing delivery assistance to clients through multiple housing activities including, but not limited to, the repair, rehabilitation, reconstruction, and assistance with property elevation of impacted housing units. WV-TAG will provide a housing project manager to supervise contractual obligations of contractors, technicians and engineering services. The WV-TAG will provide direction and supervision of contractors in accordance with applicable state and federal laws, regulations, and/or guidelines governing the Disaster Project, along with performing all final housing complete inspections.
2. **Grantee's Responsibilities:** The Grantee will issue funds from the CDBG-DR to reimburse the WV-TAG for invoiced associated costs.
3. **Joint Responsibilities:** WVDO and the WV-TAG will collaborate with disaster related counties to meet constituent needs, assessing eligibility of properties, and future mitigation.

ARTICLE VIII

OTHER RESPONSIBILITIES

1. The Grantee agrees to designate and maintain an employee or employees, as necessary, to ensure the compliance with all of its obligations and responsibilities under this Agreement and to assist the WV-TAG in meeting all of its obligations and responsibilities under this Agreement. If the Grantee shall fail to maintain and designate such employee or employees, the WV-TAG may immediately terminate this Agreement.
2. Any client information, data, reports, etc., prepared or assembled by the WV-TAG and/or the Grantee under this Agreement, are considered confidential and may only be shared with prior approval by the Grantee or as required by law, including, but not limited to the West Virginia Freedom of Information Act.

ARTICLE IX

CONTINUATION AND CANCELLATION

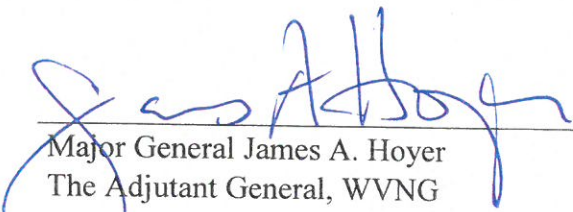
1. This Agreement may be cancelled at any time by mutual written agreement of the parties. The WV-TAG may cancel this Agreement at any time if the Grantee violates any term or condition of this Agreement with thirty (30) days written notice to the Grantee.
2. In the event the Grantee wishes to extend the term of this Agreement, the Grantee shall notify the WV-TAG in writing as soon as possible, and no later than sixty (60) days before the expiration of this Agreement of said request. This Agreement may be continued beyond its expiration only by agreement of the parties. Any agreement to extend this Agreement must be in writing and signed by all parties.
3. This Agreement may be amended at any time by the mutual written agreement of the parties.
4. This Agreement is made pursuant to the provisions of WV Code §8-23-7 and shall become effective upon approval hereof by the Attorney General of the State of West Virginia. Funding will be subject to availability of funds. This Agreement is entered into under the Law of the State of West Virginia and is not an agreement which includes the federal government or USPFO, 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.

ARTICLE X

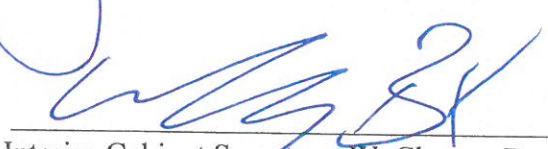
DURATION

This Agreement is effective beginning on the date set forth below and shall continue in effect until September 17, 2023 or until it is replaced or cancelled pursuant to Article IX. At such time, the WV-TAG will endeavor to ensure the orderly transition of duties to the Grantee.

We, the undersigned, enter into this Agreement on this 27 day of Sept, 2018.



Major General James A. Hoyer
The Adjutant General, WVNG



Interim Cabinet Secretary, W. Clayton Burch
West Virginia Department of Commerce

ATTACHMENT A

WV-TAG

The Adjutant General's Office shall complete all activities in this Agreement in accordance with applicable laws. Any amendments to the budget must be approved in writing by both the Grantee and the WV-TAG. CDBG-DR funds shall be used solely for the stated purposes set forth in this Agreement. Project costs shall be paid in accordance with the budget allocations. All costs incurred must be fully documented. In addition, the Grantee may require an additional detailed budget breakdown or narrative explanation. WV-TAG shall provide such supplementary budget information in a timely fashion in the form and content prescribed by Grantee. Expenditures shall be supported by contracts, invoices, vouchers, payroll logs and other data as appropriate, including any reports required by the Grantee, evidencing the costs incurred.

Budget Justification

Work will be completed by personnel under the Adjutant General's Department. Generally, TAG-WV personnel duties are:

1. oversight supervision of the program management and implementation to help build capacity and train state employees to reach goals of internal program delivery. The constituent liaison will manage client settlements and respond to client concerns, along with updating client case file documentation.
2. planning and development services when needed to comply with the Action Plan and HUD policies. WV-TAG will provide planning and development services under this Agreement relating to any amendments to the Action Plan, economic development, and/or resiliency. Comprehensive plans and procedures will be developed for RISE WV to include all programs under the CDBG-DR funds.
3. provide preconstruction delivery services and construction status to WV VOAD (Subrecipient of case management). The WV-TAG construction management team will help facilitate HUD required Lead Base Paint testing and Tier 1 and 2 Environmental.
4. design, direct and perform RISE WV Slum and Blight Program to expedite demolition removal and management of debris following HUD regulations and guidelines
5. provide housing delivery assistance to clients through multiple housing activities including, but not limited to, the repair, rehabilitation, reconstruction, and assistance with property elevation of impacted housing units. WV-TAG will provide a housing project manager to supervise contractual obligations of contractors, technicians and engineering services. The WV-TAG will provide direction and supervision of contractors in accordance with applicable state and federal laws, regulations, and/or guidelines governing the Disaster Project, along with performing all final housing complete inspections.

The WV-TAG has been directing and executing flood recovery to date, and is well equipped to ensure housing is engineered for safety and resistant to further flood damage, provide demolition management, and facilitate economic development. All key staff are in place and able to begin execution of program logistics and construction immediately.

Staffing Plan: At a minimum, the WV-TAG shall assign the following staff with the identified responsibilities (the "Key Personnel") to the identified activities:

Personnel	Job Description
Case Management Team	Provides a wide variety of disaster recovery client services, including supportive services, environmental inspections and document management and processing.
Construction Management Team	<ul style="list-style-type: none"> • Provides construction oversight and technical advice • Coordinates activities and mediates disputes • Identifies scope items, performs site visits • Verifies compliance with program specifications • Monitors implementation and compliance of OSHA and Program safety policies. • Point of contact for contractors • Documents daily activities • Coordination and execution of utility and service shut-downs and start-ups • Completes HUD and State Final Inspection Checklist
Demolition Management Team	<ul style="list-style-type: none"> • Provides demolition oversight and technical advice • Coordinates activities and mediates disputes • Identifies scope items and square footage at initial site visits • Verifies compliance with program specifications • Monitors implementation and compliance of OSHA and Program safety policies. • Point of contact for county officials & contractors • Completes HUD and State Final Inspection
Program Director	Provides leadership and implementation of the RISE WV CDBG-DR program to help build capacity and train state employees to reach goals of internal program delivery.

Technical Writer/Policy Specialists	Supports CDBG-DR staff in developing Action Plan amendments, comprehensive plans for policies and procedures regarding the RISE WV program, and disaster resiliency plan.
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West Virginia National Guard						
CDBG-DR Interagency Two Year Budget						
	# of Staff	Monthly Average	Monthly Budget	Total		
Grant Admin Personnel						
RISE Program and Supporting Staff: 2 FTE	8.00	\$ 20,806.00	\$ 21,000.00	\$ 504,000.00		
Communication PR	1.00	\$ 4,903.00	\$ 4,903.00	\$ 117,672.00		
Fringe Benefits for Admin for 2 years	2.00			\$ 252,023.70		
Admin Training and Travel Expenses for 5 years	2.00			\$ 24,000.00		
Suprecipient Monitors	2.00	\$ 9,101.00	\$ 9,101.00	\$ 218,407.00		
Grant Delivery Personnel						
Project Manager	1.00	\$ 8,548.02	\$ 8,549.00	\$ 205,176.00		
Construction Management and Oversight Team	10.00	\$ 85,773.48	\$ 85,774.00	\$ 2,058,576.00		
Demolition Management and Oversight Team	10.00	\$ 83,312.19	\$ 83,313.00	\$ 1,999,512.00		
Case Manager Liaison	1.00	\$ 4,501.00	\$ 4,501.00	\$ 108,024.00		
Case Managers for File Compliance	3.00	\$ 13,651.00	\$ 13,651.00	\$ 327,624.00		
Total Personnel				\$ 5,538,991.00		
Fringe Benefits						
FICA, Workers Comp, Unemployment, Health Insurance		Rate		Total		
	\$ 5,538,991.00	30.00%		\$ 1,661,697.30		
Total Fringe Benefits				\$ 1,661,697.30		
Travel						
Fleet Management for Delivery	# of Items	Monthly Rate		Total		
	2.00	\$ 483.20		\$ 11,597.00		
Total Travel				\$ 11,597.00		
Equipment	#	Cost	Annual	Total		
Mobile Devices	1.00	125.00	125.00	\$ 250.00		
Digital Storage Devices	4.00	110.00		\$ 440.00		
Total Equipment				\$ 690.00		
Other Expenses						
Outreach and Marketing						
Direct Office Supplies (Paper, ink, folders, etc.) (\$400/month)		\$400	5,000.00	\$ 10,000.00		
Total Other			4,800.00	\$ 9,600.00		
				\$ 19,600.00		
Total						
Total Admin Cost to CDBG-DR				\$ 2,270,000.00		
Total CDBG-DR Budget for WV National Guard				\$ 8,088,199.30		