

**WV COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY
SUBRECIPIENT AGREEMENT BETWEEN
WEST VIRGINIA DEVELOPMENT OFFICE
AND
WV VOLUNTARY ORGANIZATIONS ACTIVE IN DISASTER
FOR
VOAD HOUSING PROGRAM : WV 2016 FLOOD EVENT**

THIS AGREEMENT is entered this 1st day of June 2019 by and between the West Virginia Development Office, a division of the West Virginia Department of Commerce (herein called the "Grantee") and West Virginia Voluntary Organizations Active in Disaster (VOAD) (herein called "Subrecipient") which is authorized to do business in the State of West Virginia.

I. RECITALS

WHEREAS, Pursuant to Public Law 114-223 and the *Federal Register* Notice dated, November 21, 2016, (81 FR 83254); and pursuant to Public Law 114-245 and the *Federal Register* Notice dated, January 18, 2017, (82 FR 5591) pursuant to Public Law 115-31 and the *Federal Register* Notice dated, August 7, 2017, (82 FR 36812); the U.S. Department of Housing and Urban Development ("HUD") has awarded \$149,875,000 in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the West Virginia Development Office for activities authorized under title 1 of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) and described in the West Virginia Disaster Recovery Action Plan and Amendments.

WHEREAS, the West Virginia Development Office is the agency responsible for administering the CDBG-DR funds on behalf of the State of West Virginia for the WV Housing Restoration Program and the WV Rental Assistance Program for the WV 2016 FLOOD EVENT.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds to carry out part of the Grantee's Federal CDBG-DR award by committing **\$9,852,816.61** of the Grantee's Federal award, pursuant to this Subrecipient Agreement (herein called the "Agreement"); and

WHEREAS, the CDBG-DR funds made available for use by the Subrecipient under this Agreement constitute a subaward of the Grantee's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of the Grantee's Federal award; and

WHEREAS, Subrecipient's engagement is to provide new housing construction/reconstruction, rehabilitation, mitigation for eligible applicants along with critical site improvements such as wells, septic systems, and asbestos removal when necessary; and

WHEREAS, the Subrecipient has legal authority to enter this Agreement, and the Subrecipient's governing body has duly adopted the Motion to grant signature authority to Jenny Gannaway, June 1, 2019, authorizing Subrecipient to enter this Agreement with the Grantee, and by signing this Agreement, to assure the Grantee that it will comply with all the requirements of the subaward described herein; and

NOW, THEREFORE, in consideration of the need for recovery from the West Virginia June 2016 floods responsible for the Presidential Declaration of Federal Disaster 4273 and the promises and mutual covenants described herein, the parties mutually agree to the terms described in the Agreement.

II. GENERAL AWARD INFORMATION

The subaward from the Grantee to the Subrecipient, which is described below, is for the purpose of carrying out a portion of a Federal award described in section I of this Agreement; and creates a Federal assistance relationship with the Subrecipient. This Agreement must be updated to reflect any changes to the federal award and the following award information.

Contact Information:

Grantee:

Jennifer Ferrell
Director, CAD

West Virginia Community Advancement and Development
1900 Kanawha Boulevard, East
Building 3, Room 700
Charleston, WV 25305
Phone: (304) 558-2234 & Fax: (304) 558-2246

Subrecipient:

Jenny Gannaway
Executive Director

WV VOAD
815 Alderson Street
Williamson, WV 25661
Phone: (606) 625-5921 & Fax (304) 220-2524

Federal Award Identification Number:

B-16-DL-54-0001

CFDA Number and Name:

14.228 Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii

Federal Award Date:

September 15, 2017

Indirect cost rate for the Federal award:

CDBG-DR grant funds will not be used for payment of indirect costs pursuant to 2 CFR part 200, subpart E – Cost Principles.

Federal award project description:

The West Virginia June 2016 flood event resulted in substantial damages throughout the state. The West Virginia Development Office (WVDO) will provide Community Development Block Grant-Disaster Recovery (CDBG-DR) funds to individual homeowners and renters throughout West Virginia whose homes were damaged or destroyed by Federal Disaster 4273. Projects include single-family homeowner repair, reconstruction, and small rental assistance repair and reconstruction for one to four units. CDBG-DR funds will be allocated for the Restore Riverview Project in Clendenin, West Virginia. The Riverview Project will replace the first-floor units to another structure outside of the floodplain and redevelop the space as an open training meeting space for the community. CDBG-DR funds will be utilized to demolish June 2016 flood-affected dilapidated structures with the Slum and Blight Removal Program. The Bridge Home Program will also help restore access to residential homes through the twelve disaster impacted counties. The WVDO will allocate CDBG-DR funding to implement a multifamily rental housing program open to developers to repair or construct new properties that will be occupied 51% by LMI households. Once all unmet housing needs due to the Federal Disaster 4273 have been met, remaining CDBG-DR funds will be utilized to facilitate economic development activities in the affected counties and planning activities to provide support to address long-term recovery and pre/post resiliency planning.

In this Agreement with CDBG-DR funding, Subrecipient will be responsible for a portion of the Housing Restoration Program and the Rental Assistance Program.

Is this award for research and development: No

Subrecipient's unique entity identifier: DUNS # 079874310

Subaward Period of Performance: June 1, 2019 to June 30, 2023 (49 Months)

Total amount of the Federal Award committed to the Subrecipient by the Grantee: \$9,852,816.61

Amount of federal funds obligated by this Agreement: \$9,852,816.61

Total amount of federal funds obligated to the Subrecipient: \$9,852,816.61

Indirect cost rate applicable to the Subaward to the Subrecipient:

The subaward will not include an indirect cost rate that can be utilized by the Subrecipient.

III. SCOPE OF SERVICES

A. Eligible Use of Funds

As a condition of receiving this Subaward, the Subrecipient shall provide housing projects under the CDBG-DR *RISE WV Housing Restoration Program* and the *RISE WV Rental Assistance Program* to include performing all of the work described in Attachment A: Scope of Work. The Subrecipient shall complete the activities in a manner satisfactory to the Grantee and consistent with the terms of conditions of this Agreement and applicable Federal statutes and regulations.

Prohibited Activities

The Subrecipient may only carry out the activities described in this Agreement. The Subrecipient is prohibited from charging to the Subaward the cost of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying.

Program Delivery for CDBG-DR Eligible Activities

Subrecipient shall undertake and complete the activities as set forth in Attachment A to this Agreement, which provides a description of each activity including the services to be performed, identifies the person or entity providing the services, and the recipients of the services. In order to meet unmet housing needs and other urgent needs identified by the West Virginia Disaster Recovery Action Plan, the Subrecipient will have the ability to use a subaward to purchase building materials for housing construction/reconstruction, rehabilitation, mitigation, critical site improvements and/or hire key personnel. Subrecipient will notify and seek approval from the Grantee prior to purchasing building supplies and tools for the Housing Program. Construction Change Order request will be submitted using Xactimate software for approval by the Grantee and invoiced at actual costs.

Pre-Award Costs

Subrecipient may be granted pre-award costs to purchase building materials and hire key personnel to carry out housing recovery projects.

General Administration of Subaward

Subrecipient will have general administrative cost to support activities listed in the Scope of Services.

Subrecipient may receive an advance payment that is limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the purpose of the approved program, as per 2 CFR 200.305. The total amount of advance to be paid during any program year pursuant to this provision is no more than the greater of 25 percent of the amount of the grant made for that year or \$300,000. The activity for which the costs are being incurred is included in the West Virginia Disaster Recovery Action Plan which supports significant contribution to the goals and purposes of the CDBG-DR program. Failure to grant an advance would result in an undue hardship to the Subrecipient.

Subrecipient will have general administrative cost to support activities listed in the Scope of Services. The administrative costs cannot exceed 5% of the subaward. The Grantee is requiring the Subrecipient to provide the following:

1. Project Fiscal Management to include the submission of all project cost analysis and invoices, paid receipts, and cleared payments with checks or banking statements. Fiscal Management for delivering the program such as key personnel, office space, supplies, utilities, etc. will be reimbursed at cost to the Subrecipient.
2. Project monthly reporting to include FFATA, timesheets, travel logs, and monthly progress narratives.

B. National Objectives

The Subrecipient certifies that the activities carried out under this Agreement shall meet at least one of the following CDBG-DR's national objectives which are to benefit low- and moderate- income persons or meet any urgent need related to disaster recovery.

C. Levels of Accomplishment – Performance Goals and Timelines

Subrecipient shall be responsible to accomplish the levels of performance as set forth in Attachment A and report such measures as units rehabbed, units demolished, units reconstructed, new units constructed, units mitigated/elevated, units with improved critical site conditions, and persons or households assisted. Subrecipient shall also include timeframes for completion of performance goals requested by the Grantee.

D. Staffing

Subrecipient shall ensure adequate and appropriate staffing are allocated to each activity identified in Attachment A. Subrecipient agrees to provide documentation that Key Personnel are qualified in their tasks delivering services under the CDBG-DR grant program. Subrecipient may use well qualified volunteer labor to deliver services indicated in Attachment A. 24 CFR Part 70, defines an exemption from the requirement to pay prevailing wage rates determined under the Davis-Bacon Act to volunteers that are not otherwise employed at any time on the work for which they volunteer. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance. Any changes in the Key Personnel assigned or their general responsibilities under this Agreement are subject to the prior approval of the Grantee. Key personnel may be utilized fluidly among WV VOAD's Case Management, Bridge Home, and Housing programs, when appropriate for services and to adjust workload, in order to apply cost cutting measures.

IV. PERFORMANCE MONITORING AND REPORTING

A. Monitoring

Grantee will monitor the performance of Subrecipient in accordance with regulations of Subrecipient Monitoring and Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure compliance with all of the requirements of this Agreement and the goals and performance standards as stated in Attachment A. Subrecipient shall provide Grantee all necessary reporting information as required by the WV Development Office Compliance Unit. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within 30 days after being notified by Grantee, the Grantee may impose additional conditions on the Subrecipient and its use of CDBG-DR funds consistent with 2 CFR 200.207, suspend or terminate this Agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

B. Reporting

The Subrecipient shall submit regular weekly progress reports and quarterly progress updates to the Grantee. Weekly progress reports in the Housing Restoration Program may include homes currently in construction, homes completed, projects in permitting, and projects ready for construction/reconstruction. Monthly financial records will include submitted invoicing separated by projects and delivery activities for key personnel and office space. The Grantee will have the ability to request any additional progress reports as necessary or requested by leadership in the CDBG-DR grant program.

V. PERIOD OF PERFORMANCE AND TERM

The period of performance for Subrecipient, meaning the time during which the Subrecipient may incur new obligations to carry out activities under this Agreement, shall become effective upon the date this Agreement is signed by both parties, and end on the 30st day of June 2023. Close Out Reports will be due within 90 days following project closeout. This Agreement and its terms and conditions shall remain in effect during any period that the Subrecipient has control over CDBG-DR funds provided through this Agreement, including program income as defined in (24 CFR 570.489).

VI. BUDGET

The Subrecipient shall complete all activities in this Agreement in accordance with the Budget Table in Attachment B. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient. 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 outlined in Attachment B. All costs incurred must be fully documented with supporting invoicing and proof of payments. In addition, Grantee may require additional detail budget breakdown. Subrecipient 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 and other data as appropriate, including any reports required by the Grantee, evidencing the costs incurred.

A. Budget Table

See Attachment B for the project(s) Budget Table.

B. Indirect Costs

The Subrecipient will not charge any indirect costs to this subaward.

C. Program Income

Subrecipient will not have any program income.

VII. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$9,852,816.61**.

The Subrecipient shall submit to the Grantee requests for payments of activities under this Agreement and consistent with the approved budget (the "Request for Payment"). Each Request for Payment shall be broken down into requested draws against the budget line items specified in Attachment B. The Subrecipient will have the flexibility to invoice the Grantee once a month to include all expenses or separate actual construction projects into each individual project costs for (1) preconstruction and (2) post construction completion.

The Grantee shall pay to the Subrecipient CDBG-DR funds available under this Agreement based upon information submitted by the Subrecipient for allowable costs permitted under this Agreement and consistent with the approved budget. With the exception of advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements.

Payment will be made upon submission by the Subrecipient of a properly executed Request for Payment, together with all supporting invoices, bills, time sheets, and other documents necessary to justify the payment. The Request for Payment form must also be accompanied by documentation from the Subrecipient demonstrating that all procurements for which payment is requested have been made in accordance with this Agreement.

VIII. AMENDMENT AND TERMINATION

A. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are approved by the Grantee's governing body, and are signed in writing by a duly authorized representative of the Grantee and the Subrecipient. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. Amendments will generally be required when any of the following are anticipated: i) revision to the scope or objectives of the Program, including purpose or beneficiaries; or need to extend the availability of Grant Funds. The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

B. Suspension or Termination

The Grantee may suspend or terminate this Agreement, in whole or in part, upon 30 days' notice, whenever it determines that the Subrecipient has failed to comply with any term, condition, requirement, or provision of this Agreement. Failure to comply with any terms of this Agreement, include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee of reports that are incorrect or incomplete in any material respect.

The Grantee may apply 2 CFR 200.338 "Remedies for noncompliance" in place of suspension or termination until failure is resolved.

The Grantee may apply 2 CFR 200.339 "Termination" and should observe 2 CFR 200.342 "Effects of Suspension and Termination".

Termination for cause. The Grantee may terminate this Agreement, in whole or in part, at any time before the date of completion, whenever it is determined that the Subrecipient has failed to comply with any term of this Agreement.

Termination for convenience.

1. The Parties may terminate this Agreement in whole, or in part, if the Parties determine that continuation of the Agreement obligations would not produce beneficial results commensurate with the further expenditure of funds. If so decided, the Subrecipient may not incur new obligations after the effective termination date and shall cancel as many outstanding obligations as possible.

The Grantee shall promptly notify the Subrecipient, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect and any other notifications required under 2 CFR part 200, subpart D. Upon termination, the Grantee retains the right to recover any improper expenditures from the Subrecipient and the Subrecipient shall return to the Grantee any improper expenditures no later than thirty (30) days after the date of the request. The Grantee may, at its sole discretion, allow Subrecipient to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of this Agreement, 2 CFR Part 200, Subpart E, Cost Principles, and any other applicable state or Federal statutes, regulations or requirements.

When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

IX. OTHER REQUIREMENTS TO COMPLY WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD

The CDBG-DR funds available to the Subrecipient through this Agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This Agreement includes terms and conditions of the Grantee's Federal award that are imposed on the Subrecipient, and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this Agreement.

A. General Compliance

The Subrecipient shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this Agreement. This includes without limitation applicable Federal Registers; 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200); 24 CFR Part 570 Community Development Block Grant dollars; applicable waivers; Fair Housing Act, 24 CFR Part 35, 24 CFR Part 58, 24 CFR Part 135; National Historic Preservation Act, 36 CFR Part 800, Executive Order 11593; and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards and the environment; and Action Plan amendments and HUD's guidance on funds. Notwithstanding the foregoing, (1) the Subrecipient does not assume the any of Grantee's responsibilities for environmental review, decision-making, and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR funds in complying with its obligations under this Agreement, regardless of whether CDBG-DR funds are made available to the Subrecipient on an advance or reimbursement basis.

B. Duplication of Benefits

The Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5155) and described in Appropriations Act. Specifically, Section 312 prohibits any person, business concern, or other entity from receiving "any part of such loss as to which he has received financial assistance under any other program or from insurance or any other source." 42 USC 5155 (a). A duplication occurs when a beneficiary receives assistance from multiple sources of cumulative amount that exceeds the total need for a particular recovery purpose. The amount of the duplication is the amount of assistance provided in excess of need.

The Subrecipient must comply with HUD's requirements for duplication of benefits, imposed by Federal Register notice on the Grantee, which are exhibited in Attachment C.

C. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the governmentwide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

D. Insurance & Bonding

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR §200.325 and §200.310".

E. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Subrecipients shall comply with 24 CFR 570.502 (a) and (c), 24 CFR 570.489 (d), 24 CFR 570(j) and any applicable Federal Register Notices.

The Subrecipient shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. These provisions include:

1. Financial & Program Management

The Subrecipient shall expend and account for all CDBG-DR funds received under this Agreement in accordance with the requirements in 2 CFR part 200, including 2 CFR part 200, subpart D, which covers Standards for Financial and Program Management.

Ultimately, the requirements and procedures applicable to Subrecipients for expending and accounting for the Grantee's CDBG-DR funds will depend on the requirements imposed by Federal statute, regulations, and the terms and conditions of the Grantee's Federal awards.

2. Cost Principles

Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior Federal agency approval are allowable without prior approval of HUD to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this Agreement, except for the following:

- (i) Depreciation methods for fixed assets shall not be changed without the approval of the Federal cognizant agency.
- (ii) Fines penalties, damages, and other settlements are unallowable costs to the CDBG program.
- (iii) Costs of housing (e.g., depreciation, maintenance, utilities, furnishings, rent), housing allowances and personal living expenses (goods or services for personal use) regardless of whether reported as taxable income to the employees (2 CFR 200.445);
- (iv) Organization costs (2 CFR 200.455); and
- (v) Pre-Award Costs, as limited by this Agreement.

F. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall establish and maintain records sufficient to enable the Grantee to (1) determine whether the Subrecipient has complied with this Agreement, applicable Federal statutes and regulations, and the terms and conditions of the Grantee's Federal award and (2) satisfy recordkeeping requirements applicable to the Grantee. These records include the records described in Section III. of this Agreement, Scope of Service.

Notwithstanding the term of this Agreement, all records the Subrecipient is required to maintain, including supporting documentation, shall be retained for the greater of three years from

closeout of the Federal award to the Grantee, or the period required by other applicable laws and regulations as described in 24 CFR § 570.487 and 24 CFR § 570.488.

At a minimum, the Subrecipient shall maintain records required by 24 CFR 570.506, as if the requirements in 24 CFR 570.506 were directly imposed upon the Subrecipient and additionally include any additional recordkeeping requirements imposed by Federal Register notice governing the use of the funds.

Subrecipient shall establish and maintain sufficient records to enable the Secretary of Housing and Urban Development to determine whether the recipient has met the requirements of this part. At a minimum, the following records are needed:

- (a) Records providing a full description of each activity assisted (or being assisted) with CDBG funds, including its location (if the activity has a geographical locus), the amount of CDBG funds budgeted, obligated and expended for the activity, and the provision in subpart C under which it is eligible.
- (b) Records demonstrating that each activity undertaken meets one of the criteria set forth in §570.208.

2. Access to Records

As required by 2 CFR 200.331(a)(5), the Subrecipient shall permit the Grantee and auditors to have access to the Subrecipient's records and financial statements as necessary for the Grantee to meet its audit requirements under the Federal award.

3. Record Retention and Transmission of Records to the Grantee

Prior to closeout of this Agreement, the Subrecipient must transmit to the Grantee records sufficient for the Grantee to demonstrate that all costs under this Agreement met the requirements of the Federal award.

Subrecipient shall retain financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to this Agreement and Subrecipient's subaward for the longer of 3 years after the expiration or termination of this Agreement, or 3 years after the submission of the Grantee's annual performance and evaluation report, as prescribed in § 91.520 of this title or in the applicable Federal Register notices governing the use of the funds, in which the specific activity is reported on for the final time.

The preceding requirement is however, subject to the following exceptions:

- (i) Records for activities subject to the reversion of assets provisions at 24 CFR § 570.503(b)(7) or change of use provisions at 24 CFR § 570.505 must be maintained for as long as those provisions continue to apply to the activity, otherwise, records for real property and equipment acquired under this Agreement must be retained for 3 years after final disposition;

(ii) Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied;

(iii) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;

(iv) When the Subrecipient is notified in writing by HUD, the cognizant agency for audit as defined in 2 CFR 200.18, the oversight agency for audit as defined in 2 CFR 200.73, the cognizant agency for indirect costs as defined in 2 CFR 200.19, or the Grantee, the Subrecipient shall extend the retention period consistent with the notification;

(v) When records are transferred to or maintained by HUD or the Grantee, the 3-year retention requirement is not applicable to the Subrecipient;

(vi) The retention period for the records pertaining to the earning of the program income (as defined in this Agreement) starts from the end of the Grantee's fiscal year in which the program income is earned; and

(vii) For indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), and their supporting records:

a. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the Grantee) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

b. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the Grantee) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

Notwithstanding the terms of this Agreement, all records the Subrecipient is required to maintain, including supporting documentation, shall be retained for the greater of three years from closeout of the Federal award to the Grantee, or the period required by other applicable laws and regulations as described in 24 CFR § 570.487 and 24 CFR § 570.488.

4. Client Data and Other Sensitive Information

The Subrecipient is required to maintain data demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.

The Subrecipient must comply with 2 CFR §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.82, and other information HUD or the Grantee designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

G. Close-out

The Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343 and 24 CFR 570.509. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds, further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7) and 24 CFR 570.509. Subrecipient shall be responsible for a final performance and expenditure report for completed activities which will be submitted to the Grantee.

H. Audits, Inspections, and Monitoring

1. Single Audit

The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. Inspections and Monitoring

The Subrecipient shall permit the Grantee and auditors to have access to the Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

The Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement.

This review must include: (1) reviewing financial and performance reports required by the Grantee; (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from the Grantee as required by 2 CFR §200.521.

3. Corrective Actions

The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the pass-through entity detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this Agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance, or provide training and technical assistance as needed to correct noncompliance.

The Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of the Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2).

I. Procurement and Contractor Oversight

The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this Agreement.

The Subrecipient shall impose the Subrecipient's obligations under this Agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities at 24 CFR 570.609. CDBG funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or Agreement, its contractors perform according to the terms and conditions of the procured contracts or Agreements, and the terms and conditions of this Agreement.

All contracts and Agreements (with Subrecipients, recipients, and contractors) must clearly state the period of performance or date of completion, incorporate performance requirements and liquidated damages into each procured contract or Agreement, or other similar contract oversight provisions. They also may include limitations on the types of procurements for administrative responsibilities, or reporting requirements that all procurements be posted on the Grantee's website.

J. Property Standards

Real property acquired by the Subrecipient under this Agreement shall be subject to 24 CFR 570.489(j)" and 24 CFR 570.200(j)

The Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income, and equipment not needed by the Subrecipient for activities under this Agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

K. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Grantee must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The Grantee must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

L. Relocation, Real Property Acquisition, and One-for-one Housing Replacement

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the [URA] shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

M. Nondiscrimination

1. 24 CFR part 6

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act.

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or

reallocated under this part after December 11, 1995, and that meets the definition of “residential structure” as defined in 24 CFR 40.2 or the definition of “building” as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions

4. Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

(i) General Compliance:

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended [if the Grantee is subject to 24 CFR part 570, subpart K, insert: “and 24 CFR 570.601 and 570.602”. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 24 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

(ii) Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this Agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the

Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application.

This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to the Subrecipient under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part shall extend to any facility located wholly or in part in such space.

5. Affirmative Action

(i) Approved Plan

The Subrecipient agrees that it shall carry out pursuant to the Grantee's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR chapter 60. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this Agreement.

(ii) Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this Agreement.

(iii) Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(iv) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

WV Voluntary Organizations Active in Disaster provides equal opportunity employment and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, disability status, sexual orientation, etc.

N. Labor and Employment

1. Labor Standards

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Subrecipient agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

2. Exemption of Volunteers to Certain Labor Standards

When the Subrecipient intends to utilize volunteer labor to conduct projects that could be subject to Davis-Bacon they will coordinate through the Grantee with HUD to verify that the project is exempt from the Davis-Bacon and HUD determined wage rates requirements based on 24 CFR Part 70 § 70.1, § 70.2, § 70.3, § 70.4, § 70.5 as authorized by Sec. 955, Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 1437(j), 5310 and 12 U.S.C. 1701q(c)(3); Sec. 7(d) Department of Housing and Urban Development Act (42 U.S.C. 3535(d)).

O. Section 3 of the Housing and Urban Development Act of 1968

1. Compliance

The Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 135.

The Subrecipient shall include the "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

P. Conduct

1. Hatch Act

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this Agreement, the Subrecipient shall comply with the conflict of interest in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

3. Lobbying Certification

The Subrecipient hereby certifies that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement;

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(iii) It shall require that the language of paragraph (a) through (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements) and that all Subrecipients shall certify and disclose accordingly; and

(iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification

is required by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Q. Religious Activities

The Subrecipient agrees that funds provided under this Agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

R. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

2. Air and Water

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this Agreement:

Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).

Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder;

3. Flood Disaster Protection

The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a

responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award.

4. Lead-Based Paint

The Subrecipient shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.

5. Historic Preservation

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

WV COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY
SUBRECIPIENT AGREEMENT BETWEEN
WEST VIRGINIA DEVELOPMENT OFFICE
AND
WV VOLUNTARY ORGANIZATIONS ACTIVE IN DISASTER
FOR
VOAD HOUSING PROGRAM : WV 2016 FLOOD EVENT

THE UNDERSIGNED, as authorized officials on behalf of the parties, have executed this Agreement which shall be effective as of the date of execution hereof on behalf of the Grantee.

GRANTEE

Jennifer Ferrell

Director, CAD

June 1, 2019

By: Jennifer Ferrell 05/22/19
(Signature)

SUBRECIPIENT

Jenny Gannaway

Executive Director

June 1, 2019

By: Jenny Gannaway 5/23/19
(Signature)

Attachment A:

Scope of Work

The Subrecipient will be responsible for administering a CDBG-DR award for the VOAD Housing Program. Principle activity will be conducted in disaster declared counties affected by the 2016 Flood that lead to Presidential Disaster Declaration 4273. The Subrecipient will administer all tasks in connection with the aforesaid program in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.

The major goal of the Subrecipient's efforts under this Agreement will be to provide assistance for housing reconstruction/new construction, rehabilitation, mitigation, and critical site conditions that were destroyed or damaged in the 2016 Floods. Toward the goal of the completion of 60 homes and 30 rehabs, the major tasks that the Subrecipient will perform include, but are not necessarily limited to, the following:

- 1) Establish eligibility and complete preconstruction case management through VOAD's Case Management CDBG DR Grant.
- 2) VOAD will determine structural plan, analysis of financial cost of materials, and acquiring permits. Labor needs will be determined through volunteer solicitation or placing the projects out for bid.
- 3) Demolish damaged dwelling if required.
- 4) Reconstruct/construction of dwelling, mitigation, and critical site conditions.
- 5) Rehabilitation projects will be determined by the dwelling's value and the Estimated Cost to Repair being less than 50% the value of the home.
- 6) VOAD will provide an analysis of financial cost of materials and acquire permits. Labor needs will be determined through volunteer solicitation or placing the projects out for bid.
- 7) All housing projects will be subject to final inspections by the Grantee.

Activities

- Activity #1 Subrecipient receives CDBG-DR eligible applicants ready for reconstruction/construction and/or rehabilitation along with advance grant funds to support projects.
- Activity #2 Subrecipient reviews housing project work order and completes the Construction Homeowner Agreement to accept the housing project.
- Activity #3 Permitting and Inspections required.
- Activity #4 Demolition of damaged dwelling.
- Activity #5 Asbestos Testing and Abatement
- Activity #6 Coordinate Storage Units
- Activity #7 Volunteer Labor is solicited and scheduled through partner organizations when available. When volunteers cannot be solicited, WV VOAD in accordance with federal procurement standards will place projects out for bid.
- Activity #8 Construction begins with labor source and is completed.
- Activity #9 Coordinate critical site conditions if needed.
- Activity #10 An internal project audit is performed to ensure that the projects budget, permits, and procurements were adhered to, based on CDBG-DR and Federal Standards.

- Activity #11 Case is closed in the VOAD Housing Program when client is deemed to have returned to a pre-disaster state, in terms of housing needs.

In the event the Scope of Work provided in the initial Work Order does not accurately describe the work that needs to be completed on that particular project site or if the damage discovered during the rehabilitation process exceeds the 50% value of the dwelling, a Change Order will be requested from the Subrecipient to the Construction Management Team. This Change Order request will be validated by the Construction Management and the Grantee's Compliance Team upon the completion of a Site Inspection to verify the work needing to be completed. An approval will be provided to the Subrecipient upon validation. The approved Change Order will then be included with the final payment request when it is submitted to the Grantee for payment of grant funds.

ATTACHMENT B

WV VOAD Housing Program

The Subrecipient shall complete all activities in this Agreement in accordance with the Budget Table and Budget Narrative in this attachment. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient. 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 outlined in this attachment. All costs incurred must be fully documented. In addition, the Grantee may require an additional detailed budget breakdown or narrative explanation. Subrecipient 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 and other data as appropriate, including any reports required by the Grantee, evidencing the costs incurred.

Budget Justification

National VOAD, an association of organizations that mitigate and alleviate the impact of disasters, provides a forum promoting cooperation, communication, coordination and collaboration; and fosters more effective delivery of services to communities affected by disaster. VOAD is dedicated to whole community engagement and recognize that the VOAD movement values and practices represent a proven way to build resilient communities.

The National VOAD coalition includes over 50 of the country's most reputable national organizations (faith-based, community-based and other non-governmental organizations) and 55 State/Territory VOADs, which represent Local/Regional VOADs and hundreds of other member organizations throughout the country.

The intent behind the award winning WV VOAD Bridge project is to provide families who were affected by 2016 flooding and lack the resources to recover on their own with safe bridges that will be as resilient as possible to future storms. WV VOAD is partnering with disaster response agencies, state and local officials, federal agencies and businesses to efficiently coordinate volunteers, equipment and building materials with no cost to WV families. Bridges are built to a standard that exceeds state and federal standards. This is a whole community effort. We are not just building bridges; we are connecting our children to education, our elderly to medical facilities, and our neighbors to us.

Work will be completed by a combination of volunteer and subcontracted labor. Assignment of work scope will depend on the skill and availability of volunteers. Generally, volunteers are involved in: demolition of old bridge, site development, framing, constructing and finishing. Subcontractors are hired for licensed and skilled-trade work as needed.

We believe, based on our experience doing flood recovery to date, that we are well equipped to perform at a high level and ensure bridges are engineered for safety and resistant to further flood damage. All key staff are in place and able to begin execution of program logistics and construction immediately. As properties are assigned, we will hire as needed.

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

Personnel	Job Description
Construction Manager	• Provides construction oversight and technical advice • Coordinates activities and mediates disputes • Identifies scope items, performs site visits • Performs or reviews scope adjustments • Verifies compliance with program specifications • Monitors implementation and compliance of OSHA and Program safety policies. • Point of contact • Documents daily activities • Coordination and execution of utility and service shut-downs and start-ups Logistical Oversight & Site preparation • Schedule adherence • Budget management • Material purchasing, delivery and inventory control • Ensure code and compliance control • Oversight & Evaluation of sub-contractors
Program Supervisor/Permitting	The candidate will manage all administrative aspects of the program including implementation, reporting and closeout. • Serve as interface with the client • Work with supporting agencies/entities needed to execute the program • Evaluate projects and benefits against program goals • Manage project timelines • Apply & Obtain all applicable state and federal permits req. for demo, reconstruction and/or rehabilitation • Monitor and Ensure compliance, generate legal documents, and ensure proper execution. • Communication • Develop program reporting and performance metrics • Communication with State • Work with Compliance and Monitoring to insure all regulatory and program requirements are met
Volunteer Labor Coordinator	Organize volunteer labor schedules, coordinate site deliveries, provide volunteer labor housing,

	document volunteer labor hours and document Davis Beacon wages if required, provide and ensure site safety.
Construction Manager	• Logistical Oversight & Site preparation • Schedule adherence • Budget management • Material purchasing, delivery and inventory control • Ensure code and compliance control • Oversight & Evaluation of sub-contractors • Worksite safety enforcement

ATTACHMENT C BUDGET TABLE

West Virginia VOAD Housing 40 Month Budget (Start June 1, 2019)			
Housing Construction	# of Builds	Rate per build	Total
Housing Construction (1br/1ba, 2br/1ba, 3br/2ba, 4br/2ba) up to \$75,000 per build	60.00	75,000.00	4,500,000.00
Housing Rehabilitation (up to \$30,000 per rehab)	30.00	30,000.00	900,000.00
Critical Site Conditions (Septic/well/asbestos/demo/electrical/elevation/etc.) up to \$30,000.00	60.00	30,000.00	1,800,000.00
Insurance Bond if required			75,000.00
			7,275,000.00
* Budget is an average cost per build. Actual costs cash requirements will be reflected on Invoicing.			
Personnel	# of FTE	Rate per hour	Total
Program Supervisor/Permits & Monitoring	1.00	35.00	298,480.00
Construction Manager	1.00	27.00	230,256.00
Volunteer Coordinator	3.00	23.00	588,432.00
Total Personnel			\$ 1,117,168.00
Fringe Benefits	Total Wages	Rate	Total
FICA	1,117,168.00	7.65%	85,463.35
Workers Comp	1,117,168.00	2.65%	29,604.95
Unemployment Insurance	1,117,168.00	2.70%	30,163.54
Health Insurance	1,117,168.00	16.03%	179,082.03
Total Fringe Benefits			\$ 324,313.87
Travel (Mileage, Lodging, Per Diem, etc.)	Miles	Rate	Total
Travel (Employee Mileage Reimbursement)	175,000.00	0.58	101,500.00
Vehicle Rental (\$1,500.00 per month)	3.00	1,500.00	180,000.00
Rental Fuel (1,000 per month)		1,000.00	40,000.00
Total Travel			\$ 321,500.00
Supplies	#	Cost Per	Total
Laptop Computers and Accessories	4.00	1,250.00	5,000.00
Mobile Devices	4.00	125.00	500.00
Personal Protection Equipment	4.00	500.00	2,000.00
Office Equipment (Printers, Shredders, Office Furniture Etc.)			5,000.00
Total Supplies			\$ 12,500.00
Other Expenses			
Utilities (Power, Water, Sewer, Phone, Trash, Housekeeping @\$2,500.00 per month @ 40 Months)			100,000.00
Mobile Device Contract (\$500 per month)			20,000.00
Rent (\$909 per mth @ 7 mths; \$84 per mth @ 3 mths; \$340 per mth @ 28 mths)			16,303.00
Liability Insurance (\$4,500 per Year @ 3.3 years)			14,850.00
Outreach (Marketing, Mobile Intake/ HOA Agreements)			10,000.00
Financial Compliance (1,200.00 Per Month)			48,000.00
Supplies (Generator, Welder, tools, etc.) (Expenses require prior approval)			100,000.00
Direct Office Supplies (Paper, ink, folders, etc.) (\$600 per month)			24,000.00
Total Other			\$ 333,153.00
Total			9,383,634.87
Admin (General Management, Oversight, Coordination and Training)			469,181.74
Total Grant Award			9,852,816.61

**WV COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY
SUBRECIPIENT AGREEMENT BETWEEN
WEST VIRGINIA DEVELOPMENT OFFICE
AND
WV VOLUNTARY ORGANIZATIONS ACTIVE IN DISASTER
FOR
VOAD HOUSING PROGRAM: WV 2016 FLOOD EVENT**

Amendment 1

The purpose of Amendment 1 is to increase the Scope of Work and Program Budget from the reconstruction or rehabilitation of 90 homes to 115 housing projects. Please see Amended Budget below.

Updated Subaward Period of Performance: June 1, 2019 to September 30, 2022

The Subrecipient shall complete all activities in this Amendment 1, to include original agreement, in accordance with the updated WV VOAD Housing 40 Month Budget Table. It is expressly agreed and understood that the total amount to be paid by the Grantee under this Amendment 1 shall not exceed \$16,536,811.77

Total amount of the Federal Award committed to the Subrecipient by the Grantee: \$16,536,811.77

Amount of federal funds obligated by this agreement: \$16,536,811.77

Total amount of federal funds obligated to the Subrecipient: \$16,536,811.77

West Virginia VOAD
Housing 40 Month Budget (Start June 1, 2019)

Housing Construction *

	# of Builds	Rate per build	Total
Housing Construction (1br/1ba, 2br/1ba, 3br/2ba, 4br/2ba) Up to \$75,000 per build with Elevation & ADA	95.00	75,000.00	7,125,000.00
Housing Rehabilitation (up to \$30,000 per rehab)	15.00	30,000.00	450,000.00
Critical Site Conditions (Septic/well/asbestos/demo/Service Utility/etc.) up to \$30,000.00	95.00	30,000.00	2,850,000.00
			10,425,000.00

**Budget is an average cost per build. Actual costs will be reflected on Invoicing.*

Personnel

	# of FTE	Rate per hour	Total
Housing Director	1.00	35.00	298,480.00
Permits & Monitoring	1.00	25.00	213,200.00
Senior Construction Manager	1.00	35.00	298,480.00
Construction Site Supervisors	2.00	30.00	511,680.00
Construction Specialist	7.00	25.00	1,492,400.00
Program Liaison	1.00	25.00	213,200.00
Logistics Specialist	1.00	32.00	272,896.00

Total Personnel

\$ 3,300,336.00

Fringe Benefits

	Total Wages	Rate	Total
FICA	3,300,336.00	7.65%	252,475.70
Workers Comp	3,300,336.00	2.65%	87,458.90
Unemployment Insurance	3,300,336.00	2.70%	89,109.07
Health Insurance	3,300,336.00	16.03%	529,043.86

Total Fringe Benefits

\$ 958,087.54

Travel (Mileage, Lodging, Per Diem, etc.)

	Miles	Rate	Total
Travel (Employee Mileage Reimbursement)	350,000.00	0.58	203,000.00
Vehicle Rental (1,500.00 per month)	3.00	1,500.00	180,000.00
Rental Fuel (3,000.00 per month)		3,000.00	120,000.00
Lodging (500 Nights @ 110.00)		110.00	55,000.00
Per Diem (12 days a week @ 213 wks)		40.50	103,518.00

Total Travel

\$ 661,518.00

Supplies

	#	Cost Per	Total
Laptop Computers and Accessories	14.00	1,250.00	17,500.00
Mobile Devices	14.00	125.00	1,750.00
Personal Protection Equipment	14.00	500.00	7,000.00
Office Equipment (Printers, Shredders, Office Furniture Etc.)			25,000.00

Total Supplies

\$ 51,250.00

Other Expenses

Utilities (Power, Water, Sewer, Phone, Trash, Housekeeping @\$2,500.00 per month @ 40 Months)	100,000.00
Mobile Device Contract (\$1000 per month)	40,000.00
Rent (\$909 per mth @ 7 mths; \$84 per mth @ 5 mths; \$340 per mth @ 28 mths)	16,303.00
Liability Insurance (\$4,500 per Year @ 3.3 years)	14,850.00
Outreach (Marketing, Mobile Intake/ HOA Agreements)	10,000.00
Financial Compliance (1,200.00 Per Month)	48,000.00
Supplies (Generator, Welder, tools, etc.) (Expenses require prior approval)	100,000.00
Direct Office Supplies (Paper, ink, folders, etc.) (\$600 per month)	24,000.00

Total Other

\$ 353,153.00

Total

15,749,344.54

Admin (General Management, Oversight, Coordination and Training)

787,467.23

Total Grant Award

16,536,811.77

**WV COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY
SUBRECIPIENT AGREEMENT BETWEEN
WEST VIRGINIA DEVELOPMENT OFFICE
AND
WV VOLUNTARY ORGANIZATIONS ACTIVE IN DISASTER
FOR
VOAD HOUSING PROGRAM: WV 2016 FLOOD EVENT**

THE UNDERSIGNED, as authorized officials on behalf of the parties, have executed this Subrecipient Agreement for the Community Development Block Grant for Disaster Relief described in Federal Award notification B-16-DL-54-0001. This agreement is effective as of the date of execution on behalf of the Grantee.

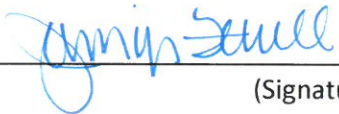
GRANTEE: West Virginia Development Office

Name: Jennifer Ferrell

Community Advancement and Development Director

Date: December 13, 2019

By:



(Signature)

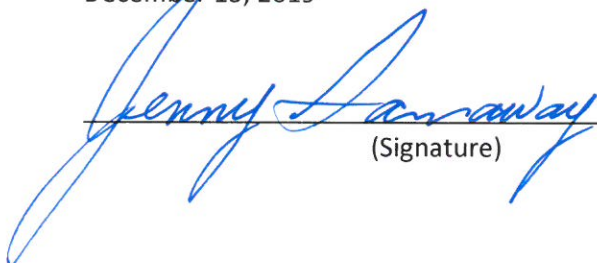
SUBRECIPIENT : WV Voluntary Organizations Active in Disaster

Name: Jenny Gannaway

Executive Director

Date: December 13, 2019

By:



(Signature)