

INTRODUCED: June 9, 2025

AN ORDINANCE No. 2025-139

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an UpTogether Grant Contract between the City of Richmond and FII - National for the purpose of implementing the Richmond Resilience Initiative guaranteed income program.

Patron – Mayor Avula

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JUN 23 2025 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute an UpTogether Grant Contract between the City of Richmond and FII - National for the purpose of implementing the Richmond Resilience Initiative guaranteed income program. The UpTogether Grant Contract shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance

§ 2. This ordinance shall be in force and effect upon adoption.

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

City of Richmond

Intracity Correspondence

DATE: May 5, 2025
TO: The Honorable Members of City Council
THROUGH: The Honorable Danny Avula, Mayor
THROUGH: Sabrina Joy-Hogg, Interim Chief Administrative Officer
THROUGH: Sheila White, Director of Finance
THROUGH: Meghan Brown, Director of Budget and Strategic Planning
THROUGH: Amy Popovich, DCAO for Human Services
FROM: Caprichia Spellman, Director of the Office of Community Wealth Building
RE: Richmond Resilience Initiative Contract with UpTogether

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer to execute a grant contract between the City of Richmond and UpTogether for the purpose of implementing the fourth cohort of the Richmond Resilience Initiative guaranteed income program.

BACKGROUND: Once executed, this contract will allow OCWB to work with UpTogether to deliver the City's fourth cohort of the Richmond Resilience Initiative (RRI), a guaranteed income program that provides participants with \$500 per month for 24 months. To be eligible, a household must make too much money to qualify for most public benefits, but too little money to afford the cost of living in our city. UpTogether is a national nonprofit dedicated to guaranteed income projects.

This fourth cohort is funded using dollars in OCWB's FY2025 operating budget that were appropriated for this purpose. While the contract allows for administrative costs of \$50,000 (10%), UpTogether will contribute \$60,300 of its own philanthropic funding towards the program. Because of this gift, a City investment of \$500,000 would create \$510,300 in total for funding to RRI participants, allowing us to reach 42 families in this cohort. UpTogether will also

gather data and support an evaluation of the outcomes for this cohort, saving us the costs of working with an additional external evaluator. The contract is designed such that we could extend it if additional dollars are appropriated for RRI in future budgets.

To date, the City has administered three cohorts of the Richmond Resiliency Initiative, serving a total of 94 eligible households. The first two cohorts were also administered through, UpTogether. The third cohort focused exclusively on serving returning citizens and was administered through Help Me Help You, which provided case management and other support services.

COMMUNITY ENGAGEMENT: N/A

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: Equity Agenda; citywide goal to help 40% of families exit poverty by 2030

FISCAL IMPACT: OCWB's FY 2025 operating budget has the appropriation for the \$500,000 to execute this grant contract; there is no further impact to the City's budget.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: June 9, 2025

CITY COUNCIL PUBLIC HEARING DATE: June 23, 2025

REQUESTED AGENDA: Consent agenda

RECOMMENDED COUNCIL COMMITTEE: Education and Human Services

AFFECTED AGENCIES: Office of Community Wealth Building

RELATIONSHIP TO EXISTING ORD. OR RES.: Ord 2024-099

ATTACHMENTS: AATF Ordinance, grant contract, O&R transmittal

STAFF: Caprichia Spellman, Director of the Office of Community Wealth Building
Derrick Wadley, Career Services Program Manager, Office of Community Wealth Building
Brian Bills, Research and Policy Analyst, Office of Community Wealth Building

UPTOGETHER GRANT CONTRACT

THIS GRANT CONTRACT is made _____ day _____ of, 2025 between the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City"), and FII-National dba UpTogether, a California nonprofit public benefit corporation, authorized to do business in the Commonwealth of Virginia (the "Recipient").

STATEMENT OF PURPOSE

- A. Section 15.2-953(A) Code of Virginia authorizes the City to make gifts and donations to any charitable institution or association, located within their respective limits or outside their limits if such institutions or association provides services to residents of the locality.
- B. Ordinance No. <INSERT ORDINANCE NUMBER> adopted <INSERT DATE OF ADOPTION> authorizes the City to enter into this grant contract with the Recipient to provide funds in the amount of \$500,000 as a grant to the Recipient for the purposes set forth herein ("Grant Funds").

The City and the Recipient, intending to be legally bound, agree as follows:

1. Payment of Grant Funds.

- A. The City shall pay the Grant Funds to the Recipient in one lump sum following the execution of this Agreement.
- B. The Recipient shall obligate all Grant Funds by December 31, 2025, and shall expend all Grant Funds by June 30, 2028. Should the Recipient not expend all Grant Funds by June 30, 2028 it shall return to the City all of the Grant Funds not so expended within 30 days.
- C. Ten percent (10%) of the five hundred thousand dollars (\$500,000) in Grant Funds (i.e., \$50,000) may be spent by the Recipient for reasonable administrative costs. This includes (but is not limited to) the cost of distributing payments to Richmond Resilience Initiative participants (the "Participants"), the costs of maintaining the platform that participants will take part in, the cost of troubleshooting any payment issues, the cost of including Richmond in a national network of localities that provide a basic income program, and the cost of data analytics to understand the impact of the Richmond Resilience Initiative funds on the participants.
- D. Separate from and in addition to this ten percent (10%) for administrative cost, the Recipient will pay Participants an additional fifty dollars (\$50) (beyond the usual monthly payments of \$500) for each survey they complete, for a total of up to three (3) surveys. This money will be given to Participants and will not be kept by Recipient if any Participants fail to complete the surveys. If Participants fail to

complete the survey, the funds will either be reallocated to administrative costs not to exceed the allowable administrative costs described in (C) and (E) or will be returned to the City.

- E. Other than the expenses described in (C) and (D) above, the Recipient shall spend all Grant Funds on monthly five hundred dollars (\$500) payments to Richmond Resilience Initiative participants, or the funds shall be returned to the City of Richmond in accordance with the terms in this Agreement. If more than twelve thousand dollars (\$12,000) in funds described in (C) are returned to the City of Richmond, the Recipient's administrative fees shall be reduced proportionately, such that the Recipient shall not receive more than 10% of the funds actually used for this Agreement. If less than twelve thousand dollars (\$12,000) in funds are returned to the City of Richmond, the Recipient may keep the full fifty thousand dollars (\$50,000) in administrative costs.

2 Scope of Services. In consideration of the City's grant of the Grant Funds to the Recipient, the City and the Recipient shall perform the following Scope of Services consistent with the purposes set forth in Ordinance No._____.

A. The City shall:

- I. Provide and maintain a point of contact as described above.
- II. Provide a Code Distribution Contact to work with UpTogether's Partnership Team in the event UpTogether Support encounters any code-related enrollment issues. That Code Distribution Contact shall be: Derrick Wadley, 804.646.0986, Derrick.Wadley@rva.gov. If that point of contact changes, the City shall notify the Recipient.
- III. Identify eligible individuals who meet the designated criteria to make cash offers to, distribute the codes to those individuals, track which codes are provided to which eligible individuals, and take reasonable safeguards to ensure codes are issued only to eligible individuals. Eligible individuals shall be identified by a set of criteria assembled by the City, but shall generally be individuals whose income is too high to qualify for public benefits (such as TANF, SNAP, etc.) but too little to fully meet their individual or family needs. Recipient is not responsible for codes once they have been given to the City or for verifying the criteria to be eligible for the Richmond Resilience Initiative.
- IV. Fulfill its obligations to distribute 42 codes to 42 individuals who meet the eligibility criteria for them to gain access to a cash offer of \$500/month for 24 consecutive months (and total of \$12,000). Upon receiving the codes, the City will strive to distribute them to eligible individuals within 72 hours.
- V. During the term of this Agreement, the Parties may increase the amount of codes allocated to the City and the number and size of payments made to eligible Participants by mutual written agreement. Any such increase would have to abide by the administrative cost percentages described in "Payment of Grant Funds" above, and would be contingent upon new funding sources being identified either with private matching

funds or with new appropriations from the City.

- VI. Provide only one code per household. A household is defined as all the people who occupy a single housing unit, which can be a house, an apartment or other group of rooms, or a single room when it is occupied or intended for occupancy as separate living quarters.
- VII. Track codes and follow up on unredeemed codes when needed. This information will be provided by Recipient. Based on this follow up, the City will decide if code should be reallocated to another household and work with the UpTogether Partnership Manager to do so.
- VIII. Agree that codes will not be provided to current employees or board members of the City nor employees' or board members' household members.
- IX. Use best efforts to promote and share stories from Participants from time to time and as appropriate and in accordance with the terms of this Agreement, as a way to change the current political and social narrative on communities with low incomes to focus on strengths, not weaknesses, and to demonstrate the success of guaranteed income programs in general.
- X. Analyze survey data from Recipient in combination with any other data the City has about Participants and share findings with Recipient in a report with aggregated and anonymized data.

B. The Recipient shall:

- I. Establish the Richmond Resilience Initiative on UpTogether Connect, the online platform that will provide cash transfers to members. Members will also have access to the UpTogether platform that will allow for community building, access to their virtual wallet, support service and knowledge center.
- II. Provide an investment of sixty thousand three hundred dollars (\$60,300) into the Richmond Resilience Initiative using Recipient's own funds. These funds will not be subject to an Administrative Fee described in 2(C) above.
- III. Provide a designated staff member to establish the Richmond Resilience Initiative on UpTogether Connect and assist in the creation of cash transfer offer(s). Where the designated staff member changes, UpTogether shall provide such information to the City of Richmond.
- IV. Transmit offers from the City to Participants and process direct cash transfers to Participants who accept offers from the City as described in Appendix A.

- V. Distribute surveys to Participants at three points in time during the fund and provide three subsequent reports with key impact metrics.
- VI. Allow Participants to access UpTogether's Support Center for technical assistance, provide resources as required, and resolve and/or escalate issues as appropriate. Participants can access UpTogether's Support Center for technical assistance online by phone. The Support Center assists applicants in English and Spanish through the onboarding and funding process. UpTogether will provide support as follows:
 - a. Live chat is open Monday through Thursday from 10:00 AM to 7:00 PM EST and Fridays from 10:00 AM to 5:00 PM EST.
 - b. Ticket submission available 24/7: Due to the high volume of support requests, it may take up to four (4) business days for our agents to respond to your written support request.
 - c. Phone line is open Monday through Thursday from 10:00 AM to 7:00 PM EST and Fridays from 10:00 AM to 5:00 PM EST.
 - d. UpTogether observes the following holidays, during which support will not be open: New Year's Day; Martin Luther King Jr. Day; Presidents' Day; Cesar Chavez Day; Memorial Day; Juneteenth; Independence Day; Labor Day; Columbus Day/Indigenous Peoples' Day; Veterans' Day; Thanksgiving Day; The Day After Thanksgiving; Christmas Eve; Christmas Day
 - e. In addition to the above holidays, UpTogether is closed the day after Christmas through New Year's Eve (each year), and other holidays as approved by our national board of Directors.
- VII. Work with the City to use best efforts to promote Participant stories, a strength-based approach, and the value of unrestricted cash transfer programs to change the current political and social narrative on low-income communities as referenced in the City's expectations above.

C. Schedule:

- I. As the City identifies eligible individuals who will become Participants in the Richmond Resilience Initiative (the "Fund"), the Recipient will provide the City with codes that allow those Participants to claim their payments. The enrollment period will be rolling, with the goal of enrolling all participants between June and December of 2025. The enrollment period may be extended upon mutual agreement between Recipient and the

City.

- II. The first payment from the Fund may be made as early as July 2025 or as late as December 2025, depending on the pace of enrollment and the City's timeline to execute this contract and provide the Recipient with the funding described in Part 2 above
- III. After the last payment is issued to Participants, the Recipient will allow 2 months for their fund forfeiture process. By the end of the third month, the Recipient will complete an UpTogether Fund reconciliation and close process, and will return any unused funds to the City.

3. Deliverables:

- A. UpTogether will provide a financial report including a member ID, date of the payment, status of the payment, and method of payment approximately once per year during the lifetime of the Fund, and 90 days after the last payment is disbursed to Participants.
- B. UpTogether will provide three reports with key impact metrics calculated from survey results within two months after each survey closes. Personal identifiable information of Members will not be included in the aggregate data provided but may have to be disclosed in the event of an audit or in response to a valid order of a court or authorized government agency, subject to Section 11. below.
- C. The City will provide one report with findings from analysis of survey data merged with City data on participant health outcomes within 6 months after the fund has ended.

4. Reporting. Recipient shall:

- A. Maintain records regarding all expenditures of the Fund. Maintain all books, records, and other documents relating to this Contract for five years following expiration of this Contract.
- D. Complete any additional forms or reports and provide any additional information that may be reasonably required by the City.

5. Restrictions on funding. Grant Funds shall not be used for electoral activities; inherently religious activities, such as worship, religious instruction, or proselytization; or lobbying activities. This section 6 will survive expiration of this Contract.

6. Release, Indemnity, and Insurance.

- A. **Release.** The City shall not be liable for any personal injury or property damage to Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers irrespective of how the injury or damage is caused, and Recipient hereby releases the City from any liability, real or alleged, for any personal injury or property damage to Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers irrespective of how the injury or damage is caused. Nothing herein shall be construed as a waiver of the sovereign immunity granted to the City by the Commonwealth of Virginia statutes and case law to the extent that it applies. This section 7.1 will survive expiration of this Contract.
- B. **Indemnity.** Recipient shall indemnify and defend the City and its agents, contractors, employees, officers, and volunteers from and against any and all losses, liabilities, claims, damages and expenses, including court costs and reasonable attorneys' fees, caused by, resulting from, or arising out of any claim, action, or other proceeding, including any claim, action or other proceeding that is based on, arising out of, or related to (i) Recipient's breach of this Contract, (ii) the performance of any activities under this Contract; (iii) the conduct or actions of Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers within or outside the scope of this Contract, or (iv) any error, omission, negligent act or intentional act of Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers. This section 7.2 will survive expiration of this Contract.
- C. **Insurance.** The Recipient shall ensure that commercial general liability insurance with a combined limit of not less than \$1,000,000 per occurrence, insuring the Recipient and any of its agents, contractors, employees, invitees, licensees, officers, or volunteers performing services on behalf of the Recipient pursuant to this Contract, with an insurer licensed to transact insurance business in the Commonwealth of Virginia is maintained throughout the duration of this Contract. The insurance policy or policies under which the required insurance is provided shall list the City as an additional insured and shall be effective before the Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers perform any activities contemplated by this Contract. The Recipient shall furnish the City with copies of the required additional insured endorsements and such certificates of insurance evidencing the existence of the required insurance coverage as the City may request.

7. External Communications and Media

- A. **Acknowledgement of Donation.** The Recipient shall, in connection with any programs, events, or other matters funded in whole or in part with the Grant Funds, acknowledge the City of Richmond as a donor, contributor, or sponsor. This acknowledgement must be included on any promotional materials, brochures, publications, websites, or other visible locations that discuss this specific program. The City has the right, upon request, to review and approve any such

acknowledgement. Further, the City has the right, in its sole discretion, to require the removal of its name from any such promotional materials, brochures, publications, websites, or other visible locations.

- B. Recipient will work collaboratively with the City to highlight the efforts of the project and its impact. Media inquiries for the Recipient should be sent to both the Point of Contact (listed above) and to Rachel Barnhart, Director of Media Relations, rachelbarnhart@uptogether.org

8. Contact Information.

- A. The City's point of contact for purposes of this Contract is:

Caprichia Smith Spellman, Director
Office of Community Wealth Building
900 E. Broad Street, Suite 1502
Richmond, Virginia 23219
Caprichia.Spellman@rva.gov
804.646.3108

- B. The Recipient's point of contact for purposes of this Contract is:

Marianne Bullock
Senior Partnership Manager, East Coast
UpTogether
663 13th St Suite 200,
Oakland, CA 94612
(413) 835.5553
marianne@uptogether.org

- C. Either party may change the contact information set forth in this section by submitting a written statement that the party is making such a change and setting forth the contact information of the party's new point of contact to the other party's point of contact.

- 9. **Compliance Monitoring.** The City's point of contact shall monitor the Recipient's compliance with this Contract. In addition to the reports required by Section 5, the Recipient shall furnish the City's point of contact with any information reasonably requested by the City's point of contact in order to enable the City's point of contact to determine whether the Recipient is meeting or has met the performance measures set forth in this Contract.

- 10. **Recipient's Representations and Warranties.** The Recipient represents and warrants as follows:

- A. The Recipient is and will be for the duration of this Contract a charitable institution or association as detailed in Section 15.2-953(A) of the Code of Virginia.
- B. The Recipient's signatory below is duly authorized by the Recipient to enter into this Contract and thereby bind the Recipient to this Contract's terms and conditions. This Contract is signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

11. Audit. Pursuant to Section 2-187 of the Code of the City of Richmond, the Recipient shall, as a condition of receiving monies from the City, be subject to periodic audits of its finances and expenditures of such City monies by the City Auditor on demand and without notice.

If either The City or the Recipient is the subject of a governmental investigation, subpoena or other effort to obtain Sensitive or personally identifiable information regarding applicants or recipients that received cash offers, they will, to the greatest extent allowed by law, (1) promptly notify the other party to this agreement, (2) cooperate with the other Party to this agreement in its attempts to limit or defeat such disclosure, and (3) disclose such information only when and to the extent it is advised by counsel is required by law. This provision shall survive the termination of this Agreement.

If either The City or the Recipient is subject to a government audit which seeks Personally Identifiable Information ("PII") of applicants or recipients that received cash offers, the government shall have access to and the right to audit and examine their records containing recipient PII with the sole purpose of confirming the City's or the Recipient's fulfillment of its obligations listed in this agreement. PII contained in The City's or the Recipient's records shall not be used to determine the eligibility of participating families for any government or philanthropic funded services, programs, or resources, and shall not be used for any other government activity outside the scope of the purpose of the audit pursuant to Section 11's audit provisions.

12. Contract Expiration. This Contract will expire on December 31, 2027 unless both parties agree to renew the Contract. The Contract may only be extended by mutual assent (in writing) for a maximum period of two (2) years, with an end date of December 31, 2029. If the Contract is extended, the timeline described in 1(B) above will be extended for an identical length of time.

Effective as of the date first written above.

RECIPIENT:

By: _____
Marianne Bullock
Senior Partnership Manager, East Coast
UpTogether

Date: _____

CITY:

By: _____
Sabrina Joy-Hogg
Interim Chief Administrative Officer
City of Richmond

Date: _____

APPROVED AS TO FORM:



Assistant City Attorney

Appendix A

Cash Transfers to Members:

Cash transfers will be made through UpTogether Connect in accordance with its policies and procedures. After the City verifies a Participant's eligibility and the Recipient enrolls the Participant into the Fund, the Participant's cash transfers are deposited to their UpTogether account and then paid out through a fulfillment means of their choice. Currently available options include ACH transfers to a bank account, virtual or physical pre-paid debit card, or paper check.

Participants who elect to receive UpTogether Cards will be advised upon issuance that the card expires after three years at which time any unused cash will be forfeited. Any unused forfeited cash transfers will be sent to the Unclaimed Property Department of the state in which the Participant last resided in accordance with that state's dormancy and unclaimed property laws.

Participants have 60 days to successfully create their virtual wallet after being approved. If Members are unable to provide acceptable verification of identity or account information within 60 days of being approved, cash transfers will be forfeited. UpTogether will notify the Participant immediately and advise them of the steps necessary to receive payment. A minimum of three notifications and reminders will be sent to the email address and/or phone number the Member has provided, and UpTogether will inform the City to help make contact with the Participant so they can claim their payment. Should they fail to create their virtual wallet, are unable to provide acceptable verification of identity or account information within 60 days of their application's approval, they will forfeit their payment.

After a Participant forfeits two payments, their participation In the Fund will be terminated and they will no longer be eligible to receive recurring payments for this Fund. It is the responsibility of the City to identify the other Participants to receive cash disbursements within the term of this Agreement and allow ample time to identify the new Participants and transfer funds to them, if Participants forfeit their cash transfer as described in the paragraph above.