

INTRODUCED: July 25, 2022

AN ORDINANCE No. 2022-237

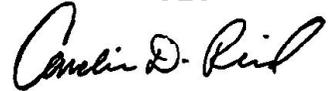
To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Thrive Birth to 5 Grant Contract between the City of Richmond, The Community Foundation, Inc., and Thrive Birth to 5, LLC, for the purpose of stabilizing and expanding access to high-quality, full-day, full-year child care and preschool programs in the city of Richmond.

Patron – Mayor Stoney and Ms. Lynch

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: SEP 12 2022 AT 6 P.M.

**A TRUE COPY:
TESTE:**



City Clerk

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 a Thrive Birth to 5 Grant Contract between the City of Richmond, The Community Foundation, Inc., and Thrive Birth to 5, LLC, for the purpose of stabilizing and expanding access to high-quality, full-day, full-year child care and preschool programs in the city of Richmond. The Thrive Birth to 5 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: 9 NOES: 0 ABSTAIN: _____

ADOPTED: SEP 12 2022 REJECTED: _____ STRICKEN: _____



City of Richmond

Intracity Correspondence

O&R REQUEST

DATE: July 18, 2022

EDITION: 2

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: J.E. Lincoln Saunders, Chief Administrative Officer

THROUGH: Sabrina Joy-Hogg, Deputy Chief Administrative Officer for Finance and Administration

THROUGH: Sheila White, Director of Finance

THROUGH: Jason May, Director of Budget and Strategic Planning

THROUGH: Reginald E. Gordon, Deputy Chief Administrative Officer for Human Services

FROM: Eva Colen, Office of Children and Families

RE: ARPA Contract with The Community Foundation

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer to execute grant contracts between the City of Richmond and The Community Foundation and Thrive Birth to 5 for the purpose of stabilizing and expanding access to high-quality, full-day, full-year child care and preschool in Richmond.

REASON: An ordinance is required to authorize the CAO to sign the grant contract on behalf of the City

RECOMMENDATION: Approval is recommended by City Administration

BACKGROUND: On October 25, 2021, the City Council of the City of Richmond approved Ordinance Number 2021-291, which accepted the first tranche of American Rescue Plan Act (ARPA) funds in the amount of \$77,439,914.00 and established the complete ARPA spend plan, which included a total of \$2,000,000 allocated to the Child Care and Family Supports category.

These grant contract establishes the working agreement between the City and The Community Foundation regarding the use of \$500,000 of the funds in the Child Care and Family Support category.

Thrive Birth to 5 operates as a registered entity of The Community Foundation. Thrive Birth to 5, formerly known as Smart Beginnings of Greater Richmond, will conduct all activity included in the scope of services of the grant contract. As a limited liability company, Thrive Birth to 5 is ineligible to execute a grant contract with the City. However, The Community Foundation, a Virginia nonstock corporation, is eligible. As such, the grant contract will be executed with The Community Foundation, which will be responsible for ensuring that Thrive Birth to 5 completes the scope of services articulated within the contract.

FISCAL IMPACT / COST: N/A

FISCAL IMPLICATIONS: If the grant contract is not approved, the City will not be able to proceed with this phase of implementation of ARPA funding for Child Care and Family Supports.

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: N/A

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: July 25, 2022

CITY COUNCIL PUBLIC HEARING DATE: earliest possible meeting following introduction

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Education and Human Services, if not waived

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Human Services

RELATIONSHIP TO EXISTING ORD. OR RES.: Ordinance Number 2021-291

REQUIRED CHANGES TO WORK PROGRAM(S): N/A

ATTACHMENTS: Grant Contract

O&R Request

Page 3 of 3

STAFF: Eva Colen, Office of Children and Families, 804-646-5454

THRIVE BIRTH TO 5 GRANT CONTRACT

THIS GRANT CONTRACT is made this ___ day of ___, 2022 between the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City"), and The Community Foundation, Inc., a Virginia nonstock corporation (the "Recipient") and Thrive Birth to 5, LLC , a Virginia limited liability company and a charitable organization operating under the direction and control of 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. By Ordinance No. 2021-291 adopted October 25, 2021, the City Council of the City of Richmond accepted and appropriated the City's first tranche of Coronavirus State and Local Fiscal Recovery Funds established under the American Rescue Plan Act of 2021 ("ARPA").
- C. Ordinance No. <INSERT ORDINANCE NUMBER> adopted <INSERT DATE OF ADOPTION> authorizes the City to enter into this Grant Contract providing funds in the amount of \$500,000 as a gift to the Recipient for the purposes set forth herein.

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

1. **Contact Information.**

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

Eva Colen
Senior Policy Advisor and Manager, Office of Children and Families
900 E. Broad Street, Richmond, Virginia 23219
Eva.Colen@rva.gov
804.646.5454

This point of contact is responsible for monitoring the Recipient's compliance with this Contract.

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

Ann Rohde Payes

Chief Executive Officer
Thrive Birth to 5
3409 W Moore St
Richmond, VA 23230
apayes@thriveB5.org
804.409.5650 x.165

- 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.

2. **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 and the performance of the action required by section 3(A) of this Contract.
- B. The Recipient shall obligate all Grant Funds by September 30, 2024 and shall expend all Grant Funds by December 31, 2024. Should the Recipient not expend all Grant Funds by December 31, 2024 it shall return to the City all of the Grant Funds not so expended within 30 days.

3. **Scope of Services.** In consideration of the City's grant of the Grant Funds to the Recipient, the Recipient shall partner with the City's Office of Children and Families to administer funding to stabilize and expand child care and preschool in the City of Richmond.

The Recipient shall:

- A. Furnish the City with evidence acceptable to the City Attorney that the organization known as Thrive Birth to 5, LLC ("Thrive Birth to 5") is a charitable organization operating under the direction and control of the Recipient. Such evidence and its acceptability to the City Attorney shall be a prerequisite to the receipt of the Grant Funds pursuant to section 2(A) of this Contract.
- B. Ensure that Thrive Birth to 5 conducts a needs assessment of early childhood care and in the city of Richmond;
- C. Ensure that Thrive Birth to 5 designs a pilot program to meet the needs of city of Richmond residents to meet supply and demand and that supports family choice in the type of early childcare or preschool setting that best meets a child and family's needs.
- D. Ensure that Thrive Birth to 5 defines and recruits qualified childcare providers who serve full-day, full-year childcare and who are compliant with state

requirements for providing early childhood care and education;

- E. Ensure that Thrive Birth to 5 recruits families who are unserved or under-served by childcare options in the city of Richmond;
- F. Ensure that Thrive Birth to 5 matches families and childcare providers to fulfill the goal to increase early childhood care and education in the City of Richmond.

4. **Performance Measures.** The City will use the following performance measure to evaluate whether the Recipient has performed the services required by this Contract in a manner that achieves the City's purpose in providing the Grant Funds to the Recipient:

- A. Did Recipient perform the Scope of Services in accordance with the parameters set forth in Section 3 of this Agreement?

5. **Reporting.** Recipient shall:

- A. Maintain detailed records regarding all expenditures pertaining to the Grant.
- B. Provide quarterly reports regarding the status of each activity included within the Scope of Services: Not Started, Completed less than 50 percent, Completed 50 percent or more, or Completed.
- C. Provide an annual report no later than December 1, 2022 and each December 1 thereafter, throughout the term of this Contract, providing a narrative description of each activity included in the Scope of Services. The Recipient shall include in each narrative description:
 - 1. Anecdotal evidence, stories, or testimony pertaining to each activity.
 - 2. Key performance indicators identified by the Recipient and any mandated performance indicators identified by United States Treasury Department together with reporting on how the Recipient plans to ensure that projected outcomes are achieved in an effective, efficient, and equitable manner.
- D. Complete any additional forms or reports and provide any additional information that may be reasonably required by the City.
- E. Maintain all books, records, and other documents relating to this Contract for five years following expiration of this Contract.

6. **American Rescue Act Plan Funding.** Recipient acknowledges that certain eligible activities are allowable uses of the Coronavirus State and Local Fiscal Recovery Fund established under the American Rescue Plan Act of 2021 ("ARPA"). Recipient agrees that

it will conduct its activities in accordance with ARPA and will abide by all federal laws, rules, regulations, and guidance applicable thereto. Should the Recipient's or Thrive Birth to 5's use of the Funds be determined ineligible for ARPA funding, Recipient shall repay all Grant Funds to the City. Grant Funds shall not be used for political activities; inherently religious activities, such as worship, religious instruction, or proselytization; or lobbying activities. This section 6 will survive expiration of this Contract.

7. Release, Indemnity, and Insurance.

7.1 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 Thrive Birth to 5 or their 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.

7.2 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 Thrive Birth to 5 or their 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 Thrive Birth to 5 or their agents, contractors, employees, invitees, licensees, officers, or volunteers. This section 7.2 will survive expiration of this Contract.

7.3 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 Thrive Birth to 5 and any of their agents, contractors, employees, invitees, licensees, officers, or volunteers performing services on behalf of the Recipient or Thrive Birth to 5 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.

8. **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 and the American Rescue Plan Act as a donor, contributor, or sponsor. This acknowledgement must be included on any promotional materials, brochures, publications, websites, or other visible locations. 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.
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. The Recipient further agrees to any audits as may be required in connection with ARPA funding and agrees to fully cooperate with the City in connection with any such audits.
12. **Contract Expiration.** This Contract will expire on December 31, 2024 unless both parties agree to renew the Contract.

Effective as of the date first written above.

RECIPIENT:
The Community Foundation

By: _____
Name: _____
Title: _____
Date: _____

THRIVE BIRTH TO 5, LLC

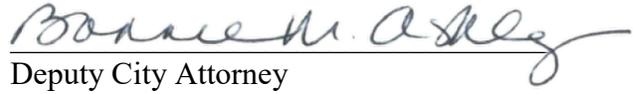
By: _____
Ann Rohde Payes
Chief Executive Officer

Date: _____

CITY:

By: _____
J. E. Lincoln Saunders
Chief Administrative Officer

APPROVED AS TO FORM:


Deputy City Attorney