

INTRODUCED: January 8, 2024

AN ORDINANCE No. 2024-004

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Grant Contract Virginia Community Voice, a Non-Stock Corporation between the City of Richmond and Virginia Community Voice for the purpose of providing workforce development opportunities through the creation of greenspaces in the southside of the city of Richmond.

Patrons – Mayor Stoney, Ms. Lynch and Ms. Robertson

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JAN 22 2024 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 a Grant Contract Virginia Community Voice, a Non-Stock Corporation between the City of Richmond and Virginia Community Voice for the purpose of providing workforce development opportunities through the creation of greenspaces in the southside of the city of Richmond. The Grant Contract Virginia Community Voice, a Non-Stock Corporation shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: JAN 22 2024 REJECTED: _____ STRICKEN: _____

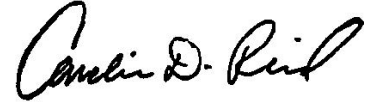
§ 2. This ordinance shall be in force and effect upon adoption.

APPROVED AS TO FORM:



City Attorney's Office

**A TRUE COPY:
TESTE:**


City Clerk



City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

Master

File Number: Admin-2023-2051

File ID: Admin-2023-2051

Type: Request for Ordinance or Resolution

Status: Regular Agenda

Version: 1

Reference:

In Control: City Clerk Waiting Room

Department:

Cost:

File Created: 12/13/2023

Subject:

Final Action:

Title:

Internal Notes:

Code Sections:

Agenda Date: 01/08/2024

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: Admin-2023-2051(11.15.23 CWW) Workforce Development Grant Southside ReLea.._, Admin-2023-2051(11.15.23 CWW) Workforce Development Grant Groundwork RVA_..._, Admin-2023-2051(11.6.23 CWW) Workforce Development Grant Virginia Commun.._, Admin-2023-2051(11.15.23 CWW)WD - Agmt - Virginia Community Voice AATF, Admin-2023-2051(11.15.2023 CWW) WD - Agmt - SouthsideReleaf AATF, Admin-2023-2051 WD Agmt - Groundwork RVA Inc 12-11 AATF

Enactment Number:

Contact:

Introduction Date:

Drafter: Wanda.Marable@richmondgov.com

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/13/2023	Chris Frelke	Approve	12/15/2023
1	2	12/13/2023	Traci DeShazor - FYI	Notified - FYI	
1	3	12/14/2023	Meghan Brown	Approve	12/15/2023
1	4	12/14/2023	Sheila White	Approve	12/18/2023
1	5	12/14/2023	Sabrina Joy-Hogg	Approve	12/18/2023
1	6	12/20/2023	Lincoln Saunders	Approve	12/18/2023
1	7	1/3/2024	Mayor Stoney	Approve	12/22/2023

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File Admin-2023-2051

...Title

Approval of grant agreements with nonprofits Groundwork RVA, Southside ReLeaf and Virginia Community Voice

...Body

DATE: December 12, 2023

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: Lincoln Saunders, Chief Administrative Officer

THROUGH: Sabrina Joy-Hogg - DCAO for Finance and Administration

THROUGH: Sheila White - Director of Finance

THROUGH: Meghan Brown - Acting Director of Budget & Strategic Planning

FROM: Christopher E. Frelke, Director of Parks, Recreation & Community Facilities

RE: Approval of grant agreements with nonprofits Groundwork RVA, Southside ReLeaf and Virginia Community Voice

PURPOSE: To approve the Grant Agreements listed below by and between the City of Richmond and to authorize the Chief Administrative Officer to execute:

1. The Grant Contract between the City of Richmond and Groundwork RVA, Inc., for the purpose of providing workforce development opportunities through the creation of greenspaces in the Southside of Richmond
2. The Grant Contract between the City of Richmond and Southside ReLeaf for the purpose of providing workforce development opportunities through the creation of greenspaces in the Southside of Richmond
3. The Grant Contract between the City of Richmond and Virginia Community Voice for the purpose of providing workforce development opportunities through the creation of greenspaces in the Southside of Richmond

BACKGROUND: The Department of Parks, Recreation and Community Facilities (PRCF) was awarded a \$1,000,000 grant by the Department of Labor to provide five public, accessible,

community-envisioned greenspaces in areas of South Richmond without current walkable access to parks. The three nonprofits were included as part of the grant award and will be an integral part of onboarding these five new parks through community engagement to envision these new greenspaces and other activities outlined in the attached contracts. Ordinance No. 2022-056 adopted May 9, 2022, appropriated Three Million Four Hundred Sixty-Six Thousand Eight Hundred and Thirty-Nine and 00/100 U.S. dollars (\$3,466,839.00) to the Special Fund Budget for the fiscal year commencing July 1, 2022, and ending June 30, 2023. One Hundred Fifty Thousand U.S. dollars (\$150,000.00) was to be evenly divided among three community-based nonprofit organizations to provide workforce development opportunities through the creation of greenspaces in the Southside of Richmond.

COMMUNITY ENGAGEMENT: None

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: Equity Agenda, Mayor's Green Team Initiative

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

FISCAL IMPLICATIONS: No negative impact. The Department of Labor grant funds are available and ready to be disbursed according to the payment schedule in the Grant Agreement. Approval and execution of the Grant Agreements will allow the projects to begin.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: January 8, 2024

CITY COUNCIL PUBLIC HEARING DATE: January 22, 2024

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: N/A

AFFECTED AGENCIES: PRCF

RELATIONSHIP TO EXISTING ORD. OR RES.: Ordinance Number 2022-056 and Resolution Number 2021-R032

ATTACHMENTS:

- Attachment A: Groundwork RVA, Inc. Grant Contract
- Attachment B: Southside ReLeaf Grant Contract
- Attachment C: Virginia Community Voice Grant Contract

STAFF:

- Christopher Frelke, Director of Parks, Recreation and Community Facilities - 646-1128
- Nissa Richardson, Deputy Director of Parks, Recreation and Community Facilities -

646-5619

Ryan Rinn, Economic Development Business Services Manager, Parks, Recreation and
Community Facilities - 646-4347

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GRANT CONTRACT

VIRGINIA COMMUNITY VOICE, A NONSTOCK CORPORATION

THIS GRANT CONTRACT (the "Contract"), effective as of the date of the City's last signature below (the "Effective Date"), by and between the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City"), acting for purposes of this Contract through its Department of Parks, Recreation, and Community Facilities ("PRCF") and Virginia Community Voice, a Virginia non-stock corporation, authorized to transact 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. The City is the recipient of a \$1,000,000 grant from the U.S. Department of Labor for the purposes of providing five accessible greenspaces in the Southside of Richmond while offering workforce development opportunities to the community throughout the creation of said greenspaces. The U.S. Department of Labor awarded the City the funds on April 24, 2023.
- C. Ordinance No. 2022-056 adopted May 9, 2022, appropriated Three Million Four Hundred Sixty-Six Thousand Eight Hundred and Thirty-Nine and 00/100 U.S. dollars (\$3,466,839.00) to the Special Fund Budget for the fiscal year commencing July 1, 2022, and ending June 30, 2023 (the "Parks, Recreation & Community Facilities Special Fund Appropriation"). One Hundred Fifty Thousand U.S. dollars (\$150,000.00) was to be evenly divided among three community-based nonprofit organizations to provide workforce development opportunities through the creation of greenspaces in the Southside of Richmond.
- D. The City desires to provide funds in the amount of \$50,000 (the "Grant Funds") as a gift to the Recipient pursuant to the terms and conditions set forth in this Contract.

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:

Ryan Rinn
Economic Development Business Services Manager
1209 Admiral Street Richmond, Virginia 23220

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Ryan.rinn@rva.gov
804.646.4347

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:

Lea Whitehurst-Gibson
Executive Director
Virginia Community Voice, a nonstock corporation
PO Box 26972 Richmond, VA 23261
Lea@virginiacommunityvoice.org
(757)652-4555

- 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 as soon as practicable following receipt of its invoice for payment. An invoice for the full amount to be paid as a lump sum shall be submitted by the Recipient upon execution of this Contract.
- B. The Recipient shall obligate all Grant Funds no later than August 31, 2024, and shall expend all Grant Funds no later than December 31, 2025. If the Recipient has failed to expend any part of the Grant Funds on or before December 31, 2025, or after all of the requirements set forth in section 3 below are met, whichever is sooner, the Recipient shall return all such remaining Grant Funds to the City within thirty days. This Section 2.B shall survive expiration of this Contract.

3. **Scope of Services.** In consideration of the City's grant of the Grant Funds to the Recipient, the Recipient shall perform the following services:

- A. The Recipient shall use a portion of the Grant Funds to continue Recipient's Greening Working Group and shall offer paid opportunities for residents to participate in the planning of future City neighborhood green spaces, including the design of those parks designated in City of Richmond Ordinance No. 2020-219 (the "Designated Parks"). The Recipient shall hold no less than nine Greening Working Group sessions during the term of this Contract.

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- B. The Recipient shall be knowledgeable of existing job opportunities available through the City's PRCF Workforce Development Program and shall promote this program and such opportunities during each Greening Working Group session to residents needing employment assistance.
 - C. The Recipient shall utilize the Designated Parks as organizing platforms to increase community involvement and ownership of public greenspaces. The Recipient shall encourage such community involvement and ownership by creating participation opportunities for residents, such as (i) establishing community gardens, planting trees, and assisting in clean up days. The Recipient shall comply with all local, State and Federal laws, rules, ordinances, and regulations and must obtain, at its own expense, any applicable permits, licenses, or authorization(s) necessary to provide the services set forth herein this section 3(C).
 - D. In addition to the reporting requirements set forth below in section 5 ("Reporting") of this Contract, the Recipient shall attend all meetings required by the City and shall comply with all City-designated timelines for purposes of the City obtaining information from the Recipient which is necessary for the City's reporting requirements under local, state, or federal law. Such meetings shall be held at a mutually agreed upon time and location. The Recipient shall provide responses when responding to the City by email or telephone correspondence, or both, no later than seven days after a City request. The meeting may be rescheduled by mutual agreement but the Recipient shall remain responsible for submitting all requested material no more than 7 days after such request.
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. The Recipient attended all quarterly meetings with the City as set forth in section 3(D) of this Agreement and provided all requested documentation, including, but not limited to (i) all information required by the City pursuant to section 3(D) and section 5 ("Reporting") of this Contract and (ii) documentation demonstrating the Recipient's outreach efforts, such as the number of persons employed in the Greening Working Group.
 - B. The Recipient shall obtained feedback on the design of the Designated Parks from no less than 100 City residents.
 - C. The Recipient held no less than nine Greening Working Group sessions within during the term of this Contract.
 - D. The Recipient distributed the flyers provided to Recipient by the City setting forth existing job opportunities available through the City's PRCF Workforce Development Program to no less than 50 individuals.

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5. **Reporting.**

- A. Recipient shall collect the data necessary for reporting and compliance monitoring pursuant to this Contract. The Recipient shall furnish the City's point of contact with a written monthly report, unless directed otherwise in writing by the City's point of contact. Reports are due no later than four (4) calendar days after the end of each month. Recipient shall include in each monthly report an itemization of expenses for which Grant Funds were used as well as a summary of the previous month's accomplishments, difficulties, and a 30-, 60-, and 90-day outlook table.
- B. The Recipient shall provide quarterly reports regarding the status of the activity included within the Scope of Services: Not Started, Completed less than 50 percent, Completed 50 percent or more, or Completed.
- C. The Recipient shall complete any additional forms or reports and provide any additional information that may be reasonably required by the City.
- D. The Recipient shall maintain all books, records, and other documents relating to this Contract for five years following expiration of this Contract, or in accordance with any applicable record retention law or the terms of the Grant, whichever is latest.

6. **Department of Labor Funding.** Recipient acknowledges that the source of the Grant Funds derive from a grant to the City from the U.S. Department of Labor ("DOL Grant"). Recipient agrees that it will comply with all terms and conditions of the DOL Grant, which will be provided to Recipient by the City's point of contact, including grant policy terms and conditions contained in applicable DOL Grant Policy Statements and requirements imposed by program statutes and regulations, Executive Orders, and DOL grant administration regulations, as applicable, as well as an requirements or limitations in any applicable appropriations acts. The DOL Grant Policy Statement is available at <https://www.dol.gov/agencies/eta/grants/resources>. Should the Recipient's use of the Grant Funds be determined to be out of compliance with the DOL Grant, 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. **Acknowledgement of Donation.** When issuing statements, press releases, publications, requests for proposal, bid solicitations, and other documents – such as tool kits, resource guides, websites, and presentations (hereinafter "Statements") – describing the projects or programs funded in whole or in part with the Grant Funds, Recipient must include an acknowledgement of federal assistance using one or more of the following or a similar statement:

- A. If the Grant funds are not supplemented with other non-governmental sources: "This [project/publication/program/website, etc.] [is/was] supported by the United States Department of Labor (DOL) as part of a financial assistance award to the

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City of Richmond, Virginia totaling AMOUNT with 100 percent of this [project/publication/program/website, etc.] funded by the United States Department of Labor (DOL). The contents are those of the author and do not necessarily represent the official views of, nor an endorsement, by the DOL or the U.S. Government. For more information, please visit DOL SPECIFIC PROGRAM WEBSITE.

- B. If the Grant Funds are partially supplemented with other non-governmental funds: “This [project/publication/program/website, etc.] [is/was] supported by the United States Department of Labor (DOL) as part of a financial assistance award to the City of Richmond, Virginia totaling AMOUNT with XX percent of this [project/publication/program/website, etc.] funded by the United States Department of Labor (DOL) and \$XX AMOUNT and XX PERCENTAGE funded by non-governmental sources. The contents are those of the author and do not necessarily represent the official views of, nor an endorsement, by the DOL or the U.S. Government. For more information, please visit DOL SPECIFIC PROGRAM WEBSITE.

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.

8. **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 of this Contract, 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 to determine whether the Recipient is meeting or has met the performance measures set forth in this Contract.
9. **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.
10. **Release, Indemnity, and Insurance.**

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- A. **Limitation of Liability.** In no event will the City be liable 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 injury or damage to Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers irrespective of how the injury or damage is caused. In no event will the City be liable to the Recipient for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Contract. If applicable law limits the application of the provisions of this Limitation of Liability section, the City's liability will be limited to the maximum extent permissible. 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(A) 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(B) 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.
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

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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 January 31, 2025, unless both parties agree to renew the Contract. Should the Department of Labor renew the grant award giving rise to this Contract, the parties may renew this Contract on an annual basis for additional one-year terms through a City Contract Modification signed by the authorized representatives of both parties until the City agrees not to request a renewal of the award or the Department of Labor declines to renew the award.

RECIPIENT:

CITY:

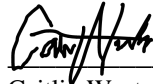
By: _____ Date: _____
Lea Whitehurst-Gibson, Executive Director
Virginia Community Voice

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

APPROVED AS TO TERMS:

Ryan Rinn
Economic Development Business Services Manager

APPROVED AS TO FORM:



Caitlin Weston
Assistant City Attorney