

INTRODUCED: November 12, 2019

AN ORDINANCE No. 2019-306

To authorize the Chief Administrative Officer to accept funds in the amount of \$12,500.00 from the Fund for Cities of Service, Inc., and to appropriate the grant funds received to the Fiscal Year 2019-2020 Special Fund Budget by increasing estimated revenues and the amount appropriated to the Office of the Deputy Chief Administrative Officer for Human Services' Love Your Block Grant line item by \$12,500.00 for the purpose of addressing blight-related issues, including abandoned and vacant properties, graffiti, illegal dumping, and trash in public rights-of-way.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: DEC 9 2019 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer is authorized to accept funds for the City of Richmond in the amount of \$12,500.00 from the Fund for Cities of Service, Inc. for the purpose of addressing blight-related issues, including abandoned and vacant properties, graffiti, illegal dumping, and trash in public rights-of-way.

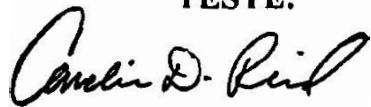
§ 2. That Ordinance No. 2019-042, adopted May 13, 2019, which adopted the Special Fund Budget for the fiscal year commencing July 1, 2019, and ending June 30, 2020, and made

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: DEC 09 2019 REJECTED: _____ STRICKEN: _____

appropriations pursuant thereto, be and is hereby amended by increasing revenues from the funds accepted pursuant to section 1 of this ordinance by \$12,500.00, and increasing the amount appropriated to the Office of the Deputy Chief Administrative Officer for Human Services' Love Your Block Grant line item by \$12,500.00 for the purpose of addressing blight-related issues, including abandoned and vacant properties, graffiti, illegal dumping, and trash in public rights-of-way.

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

A TRUE COPY:
TESTE:

City Clerk



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

RECEIVED
AUG 23 2019
RY: H.S.

RECEIVED
AUG 26 2019

Budget & Strategic Planning

O&R REQUEST

DATE: August 22, 2019

EDITION: 2
O & R REQUEST

TO: The Honorable Members of City Council

4-9112
AUG 30 2019

THROUGH: The Honorable Levar M. Stoney, Mayor

J. Stoney

THROUGH: ~~Selena Cuffee-Glenn~~, Chief Administrative Officer
Lenora G. Reid Acting 9/20/19

Office of the
Chief Administrative Officer

THROUGH: Lenora Reid, Deputy CAO for Finance and Administration

RECEIVED

THROUGH: John B. Wack, Director of Finance

OCT 08 2019

THROUGH: Jay A. Brown, Ph.D., Director of Budget and Strategic Planning

OFFICE OF THE CITY ATTORNEY

FROM: Reginald E. Gordon, DCAO for Human Services

REG

RE: Acceptance and appropriation of grant funds to provide funding to qualifying community-based organizations to develop blight reducing and community beautifying projects that utilizes volunteers to accomplish goals.

ORD. OR RES. No. _____

PURPOSE:

To authorize the Chief Administrative Officer to accept \$12,500.00, which is the second installment of grant funds in the total amount of \$25,000.00 over a two year period from the Fund for Cities of Service, Inc., and to appropriate the increase to the Fiscal Year 2020 Special Fund Budget by increasing estimated revenues and the amount appropriated to the Office of the Deputy Chief Administrative Officer for Human Services by \$12,500.00 for the purpose of addressing blight-related issues including abandoned and vacant properties, graffiti, illegal dumping, and trash in public rights-of-way.

REASON: For Neighbor-To-Neighbor (Office on Volunteerism) to provide funding to address blight-related issues including abandoned and vacant properties, graffiti, illegal dumping, and trash in public rights-of-way.

RECOMMENDATION: It is recommended that this funding be accepted and appropriated to the Fiscal Year 2020 Special Fund Budget for the Office of the Deputy Chief Administrative Officer for Human Services.

BACKGROUND: The mission of Neighbor-To-Neighbor (N2N), the City of Richmond's Office on Volunteerism, is to help leverage volunteerism as a city strategy to help meet needs, solve problems, cultivate relationships, and build One Richmond. N2N works collaboratively with city departments, non-city agencies, and individuals, connecting them to service opportunities that align with city goals to create safe, beautiful, and better quality neighborhoods. This grant is vital to ensuring that the City is able to maintain the City's goal to create safe, beautiful, and better quality neighborhoods.

FISCAL IMPACT / COST: The City has received \$12,500.00, which is the second installment of grant funds in the total amount of \$25,000.00 from Fund for Cities of Service, Inc. to provide funding to address blight-related issues including abandoned and vacant properties, graffiti, illegal dumping, and trash in public rights-of-way. This second installment will increase estimated revenues for the Fiscal Year 2020 Special Fund Budget for the Office of the Deputy Chief Administrative Officer for Human Services by \$12,500.00. The first installment in the amount of \$12,500.00 was authorized for acceptance and appropriation pursuant to Ord. No. 2018-318, adopted January 14, 2019.

FISCAL IMPLICATIONS: The acceptance of this award will allow the City to increase the number of community beautification projects in addition to reducing blight.

BUDGET AMENDMENT NECESSARY: Yes. An amendment to the Fiscal Year 2020 Special Fund Budget is necessary in order to appropriate the grant funds from Fund for Cities of Service, Inc. to the Office of the Deputy Chief Administrative Officer for Human Services.

REVENUE TO CITY FY 20 SPECIAL FUND BUDGET INCREASE: \$12,500.00

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: November 12, 2019

CITY COUNCIL PUBLIC HEARING DATE: December 9, 2019

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: None, pursuant to Rule VI(B)(3)(c) of the Council's Rules of Procedure.

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Office of the Deputy Chief Administrative Officer for Human Services.

RELATIONSHIP TO EXISTING ORD. OR RES.:

REQUIRED CHANGES TO WORK PROGRAM(S):

ATTACHMENTS: Grant Agreement

STAFF: Paul A. Manning, Chief Service Office/Project Management Analyst
Human Services - Parks, Recreation and Community Facilities – 646-6528

FUND FOR CITIES OF SERVICE, INC.
CITIES OF SERVICE CITY HALL
AMERICORPS VISTA LOVE YOUR BLOCK
GRANT AGREEMENT

This Grant Agreement ("Agreement") by and between the Fund for Cities of Service, Inc. ("Cities of Service"), located at 120 Park Avenue, 23rd Floor | New York, NY 10017, and the City of Richmond, Virginia (the "Grantee" or the "City") is effective as of July 3, 2018 and shall end 30 days after the last day of service of the last AmeriCorps VISTA member placed at the City ("Grant Term") unless terminated sooner by either or both of the parties.

This Agreement is for a two-year program. The final day of the AmeriCorps VISTA members' terms of service will be dependent upon the official start date determined by the Corporation for National and Community Service ("CNCS").

This Agreement sets forth the parties' understanding concerning the establishment and operation of a local project under the Corporation for National and Community Service's AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act of 1973, as amended, (42 U.S.C. §54950 et seq.), hereafter referred to as "the Act". Neither CNCS nor the AmeriCorps VISTA program is a party to this Agreement.

1. **Overview.** The primary purpose of this Agreement is to establish the terms by which Cities of Service will provide the Grantee with a Cities of Service City Hall AmeriCorps VISTA Love Your Block Program (hereinafter referred to as "Love Your Block") Grant in the amount of \$25,000 in Grant Funds (hereinafter referred to as the "Grant" and "Grant Funds") as well as a sub-grant of up to 2 AmeriCorps VISTA members to support the implementation of Love Your Block, the approved Impact Volunteering initiative as described in Exhibit A (the "Initiative"). This funding and human capital recognizes the Grantee's commitment to engage volunteers in blight remediation activities such as housing repair and vacant lot transformation to revitalize low-income neighborhoods.

As described in Exhibit B ("Collaboration"), the Grantee commits to collaboration between relevant city departments to ensure that program goals are met. Should the current Mayor leave office during this agreement's Grant Term, the Grantee will also ensure that the Love Your Block Program will continue to receive full support to meet all program objectives until the conclusion of the Grant Term.

2. **Grant.** Cities of Service shall provide the Grantee with \$25,000 in Grant Funds. Contingent on availability from CNCS amongst other factors, Cities of Service will sub-grant the City up to 2 AmeriCorps VISTA members for each year of this two-year program to support the Initiative. In accordance with AmeriCorps VISTA and CNCS policies and procedures, Cities of Service shall promptly respond to written requests by the Grantee to move any AmeriCorps VISTA member from the Initiative.

Grant Funds will be disbursed in two annual payments of \$12,500. The first payment will be disbursed after: 1) this Agreement has been fully executed, and 2) Cities of Service has approved the Grantee's budget for the Grant Funds. The second payment will be disbursed upon satisfactory completion of year one grant activities and submission of the first annual report.

3. **Use and Disbursement of Funds.**

(a) **Scope.** The Grant Funds must be dedicated to the materials and costs required for the Initiative. Grant Funds must be expended by the last day of service of the last VISTA member placed at the City. Any Grant Funds not expended or committed for the purposes of the Grant, or within the period stated above, must be returned to Cities of Service, unless otherwise authorized in writing by Cities of Service.

(b) Restrictions on Distribution of Grant Funds: The City acknowledges that it is familiar with the U.S. Executive Orders and laws that prohibit the provision of resources and support to organizations and individuals and/or organizations associated with terrorism and terrorist related lists promulgated by the U.S. Government, the United Nations, and the European Union. The City will take all precautions necessary to ensure that none of the Grant Funds will be used (i) in support of or to promote violence, terrorist activity or related training, whether directly through its own activities and programs, or indirectly through its support of, or cooperation with, other persons and organizations known to support terrorism or that are involved in money laundering activities or (ii) for purposes of or in connection with bribery or in contravention of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or other applicable anti-bribery law.

(c) Record Maintenance and Inspection: The City shall make its books and records related to the Award available for inspection at reasonable times by Cities of Service or its assignee. The City shall maintain records of expenditures for at least five years after completion of the use of the Grant Funds. Cities of Service may monitor and conduct evaluations of City operations under the Grant. Such monitoring may include Cities of Service's personnel or assignees (i) visiting the City to observe the Award, (ii) speaking with City staff members regarding the Award and (iii) conducting a review of financial and other records related to the Award.

4. Specific Grant Benchmarks: In partnership with Cities of Service, the Grantee must perform the following:
- Submit an Initiative budget, following a format to be specified, for Cities of Service to review by November 15, 2018;
 - Complete an Impact Volunteering initiative template and set metric goals for the Initiative by December 1, 2018;
 - Complete interim and final progress reports in a format to be specified by Cities of Service.

5. Key Personnel: The City will identify a City staff member to serve as the lead contact for this Agreement ("City Lead"). The City Lead will plan, direct, and evaluate the implementation of the Initiative.

The City will also identify a VISTA Supervisor to serve as the direct supervisor of the VISTA members. It is strongly preferred, but not required, that the City Lead serve as the VISTA Supervisor. The VISTA Supervisor will provide ongoing, regular support and mentorship to the VISTA members.

The City must notify Cities of Service immediately in writing of any changes to the City Lead's or VISTA Supervisor's employment status with the City, including resignations, terminations, promotions, or demotions and will work with Cities of Service to identify another individual to fulfill the role and responsibilities.

Should there be any changes to the current Mayor's term of office during this Grant Term, the Grantee must notify Cities of Service immediately in writing.

6. Strategic Partnership: The Grantee and the City Lead in particular, are expected to work with Cities of Service and its strategic partners to advance the goals of the Cities of Service coalition, which may include:
- Ensuring the participation and support of local funders and key cross-sector partners with the goal of encouraging long term sustainability of the Initiative.
 - Hosting Cities of Service staff and strategic partners for a possible site visit.
 - Additional tasks as determined by Cities of Service and in consultation with the Grantee.
7. Reporting Requirements: The Grantee will be required to submit interim progress reports electronically according to a reporting schedule to be specified by Cities of Service. These reports will include highlighting the progress of the Initiative, challenges or obstacles that are in the way to be identified during the planning and implementation process, and narrative stories that will illustrate the impact of the Initiative. Each interim report will be accompanied by a financial report to detail the Grant Funds expended as well as cash and in-

kind support received for the Initiative. Reports should also include copies of any media coverage related to the Initiative as well as relevant photographs or videos

As requested by Cities of Service, the Grantee may be required to submit reports on a more frequent basis. Such reports will also be required to be provided in a format to be specified by Cities of Service.

The Grantee will be required to submit a final written narrative and financial report electronically at the conclusion of the Grant Term in a format to be specified by Cities of Service

8. **Media.** The Grantee agrees to acknowledge Cities of Service's funding, as described below, in publications, advertising, speeches, lectures, interviews, press releases, internet web pages, and other similar activities related to the Initiative (together, "Media Releases") Any Media Release that refers to the funding source of the Grant shall: (1) refer to "Cities of Service" and (2) all written acknowledgements shall link to Cities of Service's website (www.citiesofservice.org). The Grantee shall provide copies of all Media Releases to Cities of Service and obtain Cities of Service's consent prior to publication or distribution in any format of any Media Release. The Grantee also agrees to use the Cities of Service logo in all promotional materials and signage and seek approval in advance by Cities of Service.

The Grantee is also required to verify that all digital properties, media materials, and other relevant items reflect their association with AmeriCorps.

9. **Program Evaluation.** Cities of Service, in partnership with the Urban Institute, will undertake an evaluation to understand the impacts produced by the Love Your Block program. The evaluation will use quantitative and qualitative data to determine how the Love Your Block program increases social cohesion, reduces the associated impacts of blight, and improves city processes. Grantees will be required to participate in the evaluation. These activities may include, but are not limited to:
- Complete an online survey about the availability of city administrative data, demographics, geography, etc.
 - Participate in phone interviews with Urban Institute researchers about Love Your Block implementation.
 - Share relevant city data with Urban Institute researchers
 - Potentially host a two-day site visit by Urban Institute researchers and assist with the organization of community focus groups or interviews, as needed

10. **Specific Programmatic Grantee Responsibilities.**

- The Grantee, including the City Lead and the City staff working to implement the Initiative, must support all aspects of the Cities of Service Declaration of Service. See Exhibit C
- Using the Grant Funds, the Grantee must execute the final Love Your Block initiative outlined as outlined in and Exhibit A.
- The City Lead and any other City staff assisting with the Initiative and related strategic volunteer initiatives will participate in regular, high-touch technical assistance. This may include, but is not limited to regular one-on-one monitoring and technical assistance phone calls, group calls or webinars with coalition members, in-person orientations, trainings, convenings and site visits. It is expected that the Grantee will communicate regularly and frequently with Cities of Service and representatives of the Cities of Service coalition.
- The City Lead, on behalf of the Grantee, is expected to work with other cities in the Cities of Service coalition and the Love Your Block cohort to develop and share best practices, as identified through the planning and implementation of the Initiative. This could include attending service-focused convening(s) and trainings related to the implementation work being supported by the Grant Funds
- Cities of Service expects to host the following in-person engagements during the term of the Agreement: Love Your Block Academy for WISTA members and City Leads; City Convenings; and at least one site visit at the Grantee. The City Lead is required to attend these in-person engagements and participation is not transferable to other city staff without permission from Cities of Service

Cities of Service will cover the costs of registration, travel, and lodging.

11. AmeriCorps VISTA Provisions.

(a) **Status of VISTA Members During Service.** AmeriCorps VISTA members, in the course of their volunteer service, shall not be considered employees of either the City or Cities of Service. Because members serve under the authority of federal statute, their rather limited employment relationship is with the federal government and not with Cities of Service, and is governed by federal law, not state law. An AmeriCorps VISTA member is a federal resource on loan to a local organization. AmeriCorps VISTA members are regarded as federal employees only for rather limited purposes, as defined under 42 U.S.C. § 5055 of the Act; specifically, members are considered Federal employees for purposes of the Hatch Act, the Federal Employees' Compensation Act (worker's compensation), the Federal Tort Claims Act, certain provisions of the IRS Code, and Title II of the Social Security Act. They are not regarded as federal employees for any other purposes, including for purposes of unemployment compensation. Monetary allowances paid by CHCS to AmeriCorps VISTA members are not regarded as wages. Monetary allowances are considered income for income tax and Social Security purposes.

(b) **Reporting on AmeriCorps VISTA Members.** The City will maintain such records and accounts, and make such reports and investigations concerning matters involving AmeriCorps VISTA members and the project as Cities of Service may require. The City agrees to retain such records as Cities of Service may require for a period of five years after completion or termination of the project or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to Cities of Service for the purpose of litigation, audit or examination.

(c) **City Responsibilities Regarding AmeriCorps VISTAs.**

- Lead in the recruitment of applicants to become AmeriCorps VISTA members for every year of the Grant Term.
- Arrange and be responsible for providing on-site orientation and training for all incoming AmeriCorps VISTA members within the first month of their service.
- Assist in the provision of pre-service, early service, and in-service training, as specified by Cities of Service.
- Operate the project in accordance with the provisions of the Act, applicable program policies and regulations, and other federal laws, regulations, and policies which are, or become applicable to the program.
- Provide for service-related transportation (excluding daily commute expenses) and other project support as specified by Cities of Service.
- Ensure participation by the City's AmeriCorps VISTA Supervisor(s) in AmeriCorps VISTA supervisory orientation provided by Cities of Service.
- Ensure that VISTA members are working exclusively in low-income neighborhoods. That is neighborhoods with a median household income that is lower than the Census Bureau's average median household income for the city.
- Provide VISTA members with appropriate workstations including a computer, telephone, city email address, and city phone line.
- Make every reasonable effort to ensure that the health and safety of AmeriCorps VISTA members are protected during the performance of their assigned duties. The City shall not assign or require AmeriCorps VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries.
- Must indicate to Cities of Service the actual departure dates of AmeriCorps VISTA members who leave prior to completion of service dates.
- Allow AmeriCorps VISTA members to take part in disaster relief efforts if needed in the event of a disaster. All AmeriCorps VISTA Program policies, terms and conditions remain in effect and all benefits and protections afforded and provided.