

INTRODUCED: September 9, 2024

AN ORDINANCE No. 2024-221

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a YMCA of Greater Richmond Grant Contract between the City of Richmond and the Young Men’s Christian Association of Greater Richmond for the purpose of operating after-school childcare programs at six elementary schools administered by the School Board of the City of Richmond during the 2024-2025 school year.

\_\_\_\_\_  
Patron – Mayor Stoney

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Approved as to form and legality  
by the City Attorney  
\_\_\_\_\_

PUBLIC HEARING: SEP 23 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 YMCA of Greater Richmond Grant Contract between the City of Richmond and the Young Men’s Christian Association of Greater Richmond for the purpose of operating after-school childcare programs at six elementary schools administered by the School Board of the City of Richmond during the 2024-2025 school year. The YMCA of

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

ADOPTED: \_\_\_\_\_ REJECTED: \_\_\_\_\_ STRICKEN: \_\_\_\_\_

Greater Richmond 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.

APPROVED AS TO FORM:

  
CITY ATTORNEY'S OFFICE



# City of Richmond

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

## Master

**File Number: Admin-2024-0996**

<b>File ID:</b> Admin-2024-0996	<b>Type:</b> Request for Ordinance or Resolution	<b>Status:</b> Regular Agenda
<b>Version:</b> 1	<b>Reference:</b>	<b>In Control:</b> City Clerk Waiting Room
<b>Department:</b>	<b>Cost:</b>	<b>File Created:</b> 08/15/2024
<b>Subject:</b>	<b>Final Action:</b>	
<b>Title:</b> FY25 Grant from PRCF to YMCA for elementary afterschool programming.		

**Internal Notes:**

**Code Sections:**

**Agenda Date:** 09/09/2024

**Indexes:**

**Agenda Number:**

**Patron(s):**

**Enactment Date:**

**Attachments:** Admin-2024-0996 PRCF OST Grant to YMCA Ordinance AATF, Admin-2024-0996 PRCF OST Grant to YMCA Ordinance AATF

**Enactment Number:**

**Contact:**

**Introduction Date:**

**Drafter:**

**Effective Date:**

**Related Files:**

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	8/15/2024	Chris Frelke	Approve	8/16/2024
1	2	8/16/2024	Traci DeShazor	Approve	8/16/2024
1	3	8/16/2024	Meghan Brown	Approve	8/20/2024
1	4	8/16/2024	Sheila White	Approve	8/20/2024
1	5	8/16/2024	Cynthia Osborne - FYI	Notified - FYI	
1	6	8/16/2024	Sabrina Joy-Hogg	Approve	8/20/2024
1	7	8/16/2024	Jeff Gray	Approve	8/20/2024
<b>Notes:</b> Approved: Out of Office					
1	8	8/21/2024	Lincoln Saunders	Approve	8/26/2024
1	9	8/29/2024	Mayor Stoney	Approve	9/4/2024

### History of Legislative File

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<b>Ver- sion:</b>	<b>Acting Body:</b>	<b>Date:</b>	<b>Action:</b>	<b>Sent To:</b>	<b>Due Date:</b>	<b>Return Date:</b>	<b>Result:</b>
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**Text of Legislative File Admin-2024-0996**

**Title**

FY25 Grant from PRCF to YMCA for elementary afterschool programming.

**Body**

**O & R Request**

**DATE:** July 30, 2024 **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, DCAO for Finance and Administration  
**THROUGH:** Sheila White, Director of Finance  
**THROUGH:** Meghan Brown, Director of Budget and Strategic Planning  
**THROUGH:** Traci Deshazor, DCAO for Human Services  
**THROUGH:** Chris Frelke, Director of Parks, Recreation and Community Facilities

**FROM:** Eva Colen, Senior Policy Advisor and Manager of the Office of Children and Families

**RE:** FY25 Grant from PRCF to YMCA for elementary afterschool programming.

**PURPOSE:** To authorize the Chief Administrative Officer to execute a grant contract between the City of Richmond and the Young Men’s Christian Association of Greater Richmond (“YMCA”) for the purpose of operating low-cost afterschool programming at six elementary schools administered by the School Board of the City of Richmond during School Year 2024-2025.

**BACKGROUND:** In 2017, Mayor Stoney established an effort to universalize access to no/low cost, quality afterschool programming at every zone elementary and middle school operated by Richmond Public Schools. In February 2020, the City of Richmond and its partners celebrated a program at every school with the launch of NextUp at Albert Hill Middle School. Despite numerous challenges that emerged as a result of the COVID-19 pandemic, programming resumed with the return of in-person learning in School Year 2021-2022 and has continued since. Elementary programs became more important after the RPS School Board approved a proposal to move the elementary school dismissal time to 2:45pm from 3:30pm, rendering more families in need of care to ensure the safety of their children between the end of the school day and the end of the work day.

In School Year 2024-2025, the City will take the final steps to fulfill our commitment to

affordability. City-supported afterschool programs at middle schools have been offered at no cost for many years. However, due to increased staffing necessitated by younger children, there have continued to be costs for elementary afterschool programming.

Afterschool programs operated by the City's Department of Parks, Recreation and Community Facilities have historically had the lowest fees of fee-based afterschool programs; in School Year 2024-2025, the cost of afterschool programming at PRCF sites is \$70 per semester for a total of \$140 per year.

For the last two years, PRCF has operated afterschool programs at 20 RPS elementary schools; the YMCA has operated programs at the other six. YMCA rates have far exceeded PRCF's rates: the rate for YMCA programs has been offered on a sliding scale with a maximum of \$108 per week. While many RPS families paid far less than \$108, with many paying nothing, City administration remains committed to addressing the disparity in cost in order to achieve its goal of equitable access to quality afterschool care for all.

To that end, PRCF agreed to expand its operations to include the six schools that have had YMCA programs for the last several years in Fiscal Year 2025/School Year 2024-2025. Over the last few months, however, additional considerations emerged that have resulted in the opportunity to partner with the YMCA to continue offering its programs at these six schools (Cardinal, Francis, Redd, Munford, Holton and Fox Elementary Schools) but at the same rate as PRCF's programs.

The attached grant contract reflects the intent of the YMCA to match PRCF's rates as well as the desire of both agencies to increase collaboration in service of RPS families and children.

**COMMUNITY ENGAGEMENT:** N/A

**STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL:** Equity Agenda - Support and Care for Children and Families

**FISCAL IMPACT / COST:** This will reduce the Department of Parks, Recreation and Community Facilities FY2025 Budget by \$457,000.00

**DESIRED EFFECTIVE DATE:** Upon adoption

**REQUESTED INTRODUCTION DATE:** September 9, 2024

**CITY COUNCIL PUBLIC HEARING DATE:** September 23, 2024

**REQUESTED AGENDA:** Consent

**RECOMMENDED COUNCIL COMMITTEE:** Education and Human Services Standing Committee (September 12, 2024)

**AFFECTED AGENCIES:** Human Services - Office of Children and Families, the Department of Parks, Recreation and Community Facilities

**RELATIONSHIP TO EXISTING ORD. OR RES.:** Ord. No. 2024-099

**ATTACHMENTS:** Grant contract.

**STAFF:** Eva Colen, Senior Policy Advisor and Manager of the Office of Children and Families, 804-646-5454, [Eva.Colen@rva.gov](mailto:Eva.Colen@rva.gov) <<mailto:Eva.Colen@rva.gov>>; Raqiyah Waajid, Department of Parks, Recreation and Community Facilities, [Raqiyah.Waajid@rva.gov](mailto:Raqiyah.Waajid@rva.gov) <<mailto:Raqiyah.Waajid@rva.gov>>

## YMCA OF GREATER RICHMOND GRANT CONTRACT

THIS GRANT CONTRACT is made this 24th day of September, 2024 between the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City"), and Young Men's Christian Association of Greater Richmond (the "YMCA"), 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. By Ordinance No. 2024-099, the City Council of Richmond, Virginia adopted the General Fund Budget for the fiscal year commencing July 1, 2024 and ending June 30, 2025 and appropriated funds in the amount of \$2,456,749.00 to the Out of School Time cost center in the Department of Parks, Recreation and Community Facilities ("PRCF") budget
- C. Ordinance No. <INSERT ORDINANCE NUMBER> adopted <INSERT DATE OF ADOPTION> further authorizes the City to enter into this Grant Contract providing \$457,000.00 from the PRCF budget ("Grant Funds") to the Recipient for the purpose of operating low-cost afterschool programming at six elementary schools administered by the School Board of the City of Richmond.

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:

Megan O’Neill  
Chief Operating Officer  
YMCA of Greater Richmond  
201 W. 7<sup>th</sup> Street  
Richmond, Virginia 23224  
oneillm@ymcarichmond.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.

2. **Payment of Grant Funds.**

- A. The City shall pay the Grant Funds to the Recipient in in two semi-annual payments, with the first payment due within 30 days or soon as possible following a full execution of this Contract. The second payment will be due upon receipt of interim invoice and report due by January 31, 2025.
- B. The Recipient shall return to the City all of the Grant Funds received by the Recipient if the requirements set forth in section 3 below are not fulfilled.

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

- A. Operate school-based afterschool programs at the following elementary schools, administered by the School Board of the City of Richmond:
  - i. Cardinal Elementary School
  - ii. Elizabeth D. Redd Elementary School
  - iii. William Fox Elementary School
  - iv. Linwood Holton Elementary School
  - v. J.L. Francis Elementary School
  - vi. Mary Munford Elementary School;
- B. Match the fees for similar programs operated by PRCF, to include financial support or fee waivers for income-eligible families;
- C. Operate programming on all days that Richmond Public Schools is in session for a full school day in accordance with PRCF’s operating schedule;
- D. Participate in the City’s partnership with Richmond Public Schools to offer food and transportation at no cost to participating children, provided by Richmond Public Schools at no cost to the YMCA; and

- E. Develop and implement a comprehensive recruitment and enrollment strategy that is differentiated based on family needs and school culture.
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 administer the Grant Funds in accordance with Section 3 of this Agreement?
5. **Reporting.** The Recipient shall furnish the City's point of contact with a written report on its use of the Grant Funds semi-annually by submitting Program Interim and Final Program Reports.
6. **Release, Indemnity, and Insurance.**
- 6.1 **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 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.
- 6.2 **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 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.
- 6.3 **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 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. **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.
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, 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.
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.
  - C. The Recipient possesses a lease, license, memorandum of understanding, or other contract or legal right allowing Recipient's use of space at the schools listed in Section 3, which schools are operated by the School Board of the City of Richmond, Virginia, for the purposes of this Contract.
10. **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.

- 11. **Record Retention.** The Grantee agrees to maintain all financial records, books, and relevant supporting documentation related to this grant for a period of not less than five (5) years from the expiration or earlier termination of this agreement, or for such time as otherwise required by law, whichever is longer. These records shall be maintained in accordance with generally accepted accounting principles (GAAP) and be readily available for inspection and audit by authorized representatives of the City of Richmond upon written request. Such records shall be maintained locally or deliverable at the Grantee’s expense to a location in the metropolitan Richmond area.

Effective as of the date first written above.

**RECIPIENT:**

**CITY:**

By: \_\_\_\_\_  
 Jody Alexander  
 Chief Executive Officer  
 YMCA of Greater Richmond

By: \_\_\_\_\_  
 J.E. Lincoln Saunders  
 Chief Administrative Officer

**APPROVED AS TO FORM:**

Bonnie M. Ashby 08/13/2024  
 Deputy City Attorney Date