

INTRODUCED: March 14, 2022

AN ORDINANCE No. 2022-083

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Gun Violence Prevention Fund Grant Contract between the City of Richmond and NextUp RVA for the purpose of establishing a positive youth development and youth violence prevention fund to support efforts to alleviate the impact of gun violence on vulnerable youth in the city of Richmond.

Patrons – Mayor Stoney and Ms. Lambert

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: MAR 28 2022 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 Gun Violence Prevention Fund Grant Contract between the City of Richmond and NextUp RVA for the purpose of establishing a positive youth development and youth violence prevention fund to support efforts to alleviate the impact of gun violence on vulnerable youth in the city of Richmond. The Gun Violence Prevention Fund 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.

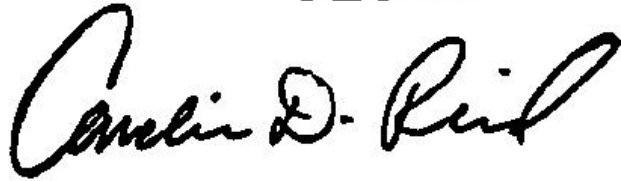
AYES: 7 NOES: 0 ABSTAIN: _____

ADOPTED: MAR 28 2022 REJECTED: _____ STRICKEN: _____

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

A TRUE COPY:

TESTE:

A handwritten signature in black ink, appearing to read "Carolin D. Reif". The signature is written in a cursive, flowing style.

City Clerk



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

O&R

REQUEST

DATE: February 9, 2022

EDITION: 1

TO: The Honorable Members of City Council

FROM: The Honorable Levar M. Stoney, Mayor

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

THROUGH: Reginald Gordon, Deputy Chief Administrative Officer of Human Services

THROUGH: Jason May, Director of Budget and Strategic Planning

RE: MOU Approval for the Establishment of the Positive Youth Development and Youth Violence Prevention Coordinated Services Fund

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer (CAO), for and on behalf of the City of Richmond, to sign a Memorandum of Understanding (MOU) with NextUp RVA for the purpose of establishing the Positive Youth Development and Youth Violence Prevention Coordinated Services Fund ("Fund"). The purpose of the Fund is to establish, support, and strengthen community-led efforts to promote positive youth development and prevent youth violence, given the disproportionate impact of gun violence on vulnerable youth in Richmond.

REASON: An ordinance is necessary to authorize the CAO to sign this MOU.

RECOMMENDATION: Approval is recommended by the City Administration.

BACKGROUND: On October 25, 2021, the Richmond City Council approved Ordinance No. 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. Part of the ARPA spend plan is the allocation of \$1.5 million towards gun violence prevention (GVP).

The MOU establishes the working agreement between the City and NextUp RVA regarding the use of \$1 million of those ARPA GVP funds. The priority areas include:

- a. Accessible out-of-school time programming;
- b. Parenting supports;

- c. Mental, behavioral and socio-emotional supports for youth;
- d. Academic enrichment opportunities for youth; and
- e. Mentorship opportunities for youth.

Prior to the disbursement of the Grant Funds by the City to the Recipient and within 60 days following the full execution of this Contract the Recipient shall submit to the City for the City's approval a detailed plan for the obligation and expenditure of the Fund. The Plan will include a budget for the administration of the Fund and will address the priority areas.

FISCAL IMPACT / COST:

FISCAL IMPLICATIONS: If the MOU is not approved the City will not be able to move forward with this phase of the implementation of ARPA funding for gun violence prevention.

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: N/A

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: February 28, 2022

CITY COUNCIL PUBLIC HEARING DATE: March 14, 2022

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Education and Human Services (March 10, 2022)

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None.

AFFECTED AGENCIES: Human Services

RELATIONSHIP TO EXISTING ORD. OR RES.: Ordinance No. 2021-291, 2022-002

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

ATTACHMENTS: Yes – MOU Contract

STAFF: Maggie Anderson, Chief of Staff, Office of Mayor Levar Stoney; 804-646-7970
Eva Colen, Manager of the Office of Children and Families

GUN VIOLENCE PREVENTION FUND 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 NextUp RVA, 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. <INSERT ORDINANCE NUMBER> adopted <INSERT DATE OF ADOPTION>, funds in the amount of <\$1,000,000> derived from a portion of the City's allocation of Coronavirus State and Local Fiscal Recovery Funds established under the American Rescue Plan Act of 2021 ("ARPA") (the "*Grant Funds*") have been appropriated for a gift to the Recipient in the City's 2022 Fiscal Year Non-Departmental Budget.
- C. Ordinance No. <> adopted <> further authorizes the City to enter into this grant contract specifying the parameters of a positive youth development and youth violence prevention program prior to the City's disbursement of the Grant Funds to the Recipient.

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 for Youth Initiatives
900 E. Broad Street, Richmond, Virginia 23219
Eva.Colen@richmondgov.com
804.646.7970

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:

Barbara Couto Sipe
President & CEO
NextUp RVA, Inc.
3409 Moore St.
Richmond, VA 23230
(804) 409-5639
bcwipe@nextuprva.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 installments to correspond with the City's approval of the program plans required by section 3(C)(2) below. The City shall ensure the completion of Grant Fund transfers for approved Plan activities within 30 days following the City's approval of the plan corresponding to the activities to be funded.
- 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. The Recipient shall obligate its subrecipients to the same requirements set forth in this section 2(B). This section 2(B) will survive expiration of this Contract.
- C. The Recipient may spend up to 10% of total Grant Funds on administrative costs associated with the implementation and oversight of the Fund, including but not limited to necessary accounting and legal services for implementation and oversight of the Fund.

3. **Scope of Services.** In consideration of the City's grant of the Grant Funds to the Recipient, the Recipient shall administer its Positive Youth Development and Youth Violence Prevention Coordinated Services Fund (the "Fund") in the city of Richmond, consistent with the purposes set forth in Ordinance No. 2021-291.

A. **Purpose.** The purpose of the Fund is to establish, support, and strengthen community-led efforts to promote positive youth development and prevent youth violence, given the disproportionate impact of gun violence on vulnerable youth in Richmond.

B. **Focus Areas.** The Recipient shall administer the Fund to address the following:

- 1. **Accessible out-of-school time programming;**

2. **Parenting supports;**
3. **Mental, behavioral and socio-emotional supports for youth;**
4. **Academic enrichment opportunities for youth; and**
5. **Mentorship opportunities for youth.**

C. Requests for Proposals and Programmatic Plans.

1. **Requests for Proposals.** Prior to submitting the programmatic plans required by section 3(C)(2) below, the Recipient shall issue Requests for Proposals (“RFP”) designed to identify subrecipients to perform activities in accordance with the purpose of the Fund and the focus areas identified in section 3(B) above. The Recipient shall submit each RFP to the City for review and approval prior to the issuance of such RFP. Each RFP must include all elements to be included in the programmatic plan.

2. **Programmatic Plans.** Prior to the disbursement of Grant Funds by the City to the Recipient, the Recipient shall submit to the City for the City’s approval a detailed plan (“Plan”) for the obligation and expenditure of installments of the Fund. The Recipient will submit Plans, to be reviewed and approved subject to section 3(C)(3) of this Contract. Each submitted Plan will include for each funding request the following information:

- a. The activity or activities being funded.
- b. The local data supporting the need for the funded activity or activities.
- c. The amount of the funding.
- d. Performance indicators specific to each activity.
- d. The projected outcomes of each activity.
- e. The name of the subrecipient or subrecipients that will carry out the activity or activities in accordance with the RFP issued for such activity or activities and a point of contact for each such subrecipient or subrecipients.

3. Within fifteen business days of receipt of a Plan the Point of Contact for

the City, identified in Section 1(A) shall communicate if the City will, in its reasonable discretion, either approve or disapprove of the Plan provided by the Recipient. In the event the City disapproves a Plan, it will provide its reasons for such disapproval and the Recipient and the City will cooperate to reach agreement on the Plan. Once the City approves the Plan, the Grant Funds will be disbursed to the Recipient in accordance with section 2(A) of this Contract. If the City and the Recipient are unable to reach agreement on any Plan or any portion of a Plan, the City's determination will control.

4. The Recipient may from time to time propose changes to any already approved or under review Plan, subject to the City's additional approval.

D. **Community Engagement.** Recipient shall gather input from Richmond residents, with emphasis on those populations who experience gun violence inequities in the categories contained in section 3(B) above. Recipient shall utilize such input from residents and from professionals experienced in the focus areas identified in section 3(B) to assist with guiding the activities of the Fund.

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 Fund in accordance with the parameters set forth in Section 3 of this Agreement and in accordance with the Plan?

5. **Reporting.** Recipient shall:

A. Maintain detailed records regarding all expenditures of the Fund.

B. Provide quarterly reports regarding the status of each activity outlined in the Plan by indicating each such activity and the funding for such activity as: 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 outlined in the Plan and funded by the Fund. The Recipient shall include in each narrative description:

1. The demographics served through each activity to include age, race, ethnicity, gender, household income, and Richmond City Council district, including whether the activity engages youth who live in a Qualified Census Tract. A Qualified Census Tract means a census tract in which at least 50 percent of households have an income less than 60 percent of the Area

Median Gross Income (AMGI), or which has a poverty rate of at least 25 percent.

2. Photographs pertaining to each activity (if available).
 3. Anecdotal evidence, stories, or testimony pertaining to each activity.
 4. Key performance indicators identified by the Recipient in the Plan 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.
- F. Contractually obligate all subrecipients to abide by the same reporting requirements.
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 any subrecipient’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 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.
- 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 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.

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 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.

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:

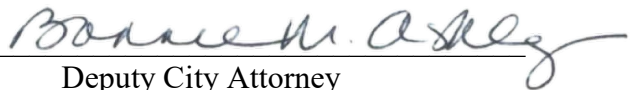
CITY:

By: _____
Barbara Couto Sipe, President & CEO,
NextUp RVA

By: _____

Date: _____

APPROVED AS TO FORM:



Deputy City Attorney