

INTRODUCED: February 13, 2023

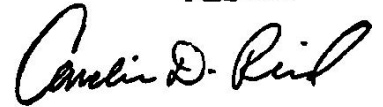
AN ORDINANCE No. 2023-056

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Bridging the Gap in Virginia Grant Contract between the City of Richmond and Bridging The Gap In Virginia, for the purpose of implementing a solar panel training program in the city of Richmond.

Patrons – Mayor Stoney, Ms. Lambert and Ms. Jordan

Approved as to form and legality  
by the City Attorney

A TRUE COPY:  
TESTE:



City Clerk

PUBLIC HEARING: MAR 13 2023 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 Bridging the Gap in Virginia Grant Contract between the City of Richmond and Bridging The Gap In Virginia, for the purpose of implementing a solar panel training program in the city of Richmond. The Bridging the Gap in Virginia 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: MAR 13 2023 REJECTED: \_\_\_\_\_ STRICKEN: \_\_\_\_\_



# City of Richmond

## Intracity Correspondence

### O&R REQUEST

**DATE:** January 12, 2023

**EDITION:** 1

**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:** Caprichia Smith Spellman, Director of Office of Community Wealth Building

**RE:** ARPA Contract with Bridging the Gap in Virginia (Solar Panel Training)

**ORD. OR RES. No.** \_\_\_\_\_

**PURPOSE:** To authorize the Chief Administrative Officer to execute grant contracts between the City of Richmond and Bridging the Gap in Virginia for the purpose of implementing a Solar Panel training credentialing program.

**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 \$1,500,000.00 allocated to the Office of Community Wealth Building.

This grant contract establishes the working agreement between the City and Bridging the Gap in Virginia regarding the use of \$30,000 of the funds allocated to the Office of Community Wealth Building.

**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 to support a Solar Panel training credentialing program.

**BUDGET AMENDMENT NECESSARY:** No

**REVENUE TO CITY:** N/A

**DESIRED EFFECTIVE DATE:** Upon adoption

**REQUESTED INTRODUCTION DATE:** January 23, 2023

**CITY COUNCIL PUBLIC HEARING DATE:** February 13, 2023

**REQUESTED AGENDA:** Consent

**RECOMMENDED COUNCIL COMMITTEE:** Education and Human Services

**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

**STAFF:** Caprichia Smith Spellman, Director of Office of Community Wealth Building

## BRIDGING THE GAP IN VIRGINIA GRANT CONTRACT

THIS GRANT CONTRACT is made this \_\_\_ day of \_\_\_\_, 2023 between the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City"), and Bridging the Gap in Virginia, 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. 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 \$30,000 as a gift to the Recipient for the purposes set forth herein ("Grant Funds").

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:

Kelvin Harris, Deputy Director  
Office of Community Wealth Building  
701 N. 25th Street, Second Floor  
Richmond, Virginia 23223  
Kelvin.Harris@rva.gov  
804.690.3606

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:

Richard W. Walker, Managing Partner  
Bridging the Gap in Virginia

2507 5th Avenue  
Richmond, VA 23222  
rwalker@bridgingthegapinvirginia.org  
(804) 248-6756

- 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.
- 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. 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 of this Contract.

3. **Scope of Services.** In consideration of the City's disbursement of the Grant Funds to the Recipient, the Recipient shall perform the following Scope of Services consistent with the purposes set forth in Ordinance No. 2021-291.

- A. Establish, implement and monitor success of a comprehensive skilled Solar Panel Training (“Program”). The Program participants will receive Solar Panel Installation training in 1-week sessions. Successful candidates will be prepared to sit for the North American Board of Certified Energy Practitioners Exam and will be provided career opportunities with reputable solar companies.
- B. Identify forty (40) City of Richmond residents who are 18 years of age or older, have a high school diploma or GED, have a valid Driver’s License (or will be eligible to obtain one within 3 months of training completion) and have a minimum ninth-grade reading and math level aptitude. Seventy-five percent (75%) of participants shall complete the Program.
- C. Co-enroll identified individuals in Tier 1 services with the Office of Community Wealth Building and allow opportunities for individuals to complete the Workplace Excellence Series prior to beginning the course.
- D. Foster the successful placement of 80% of Program graduates in long-term employment following the completion of the Program. This can be done by

introducing graduates to employers with current job openings in the field and preparing the graduate for the final exam and certification process to maximize eligibility for placement in these openings.

- E. Track the status of Program participants through the two years following completion of the Program and provide a report to the City regarding such status.
  - F. Coordinate the delivery of wrap-around services to all Program participants.
4. **Performance Measures.** The City will use the following performance measures 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?
  - B. Did Recipient provide DOL-recognized, credentialed training to forty (40) City of Richmond residents and meet a successful completion rate of at least 75% for prospective candidates? Metrics on attrition will begin after the initial three (3) weeks of a training for a new cohort.
  - C. Did Recipient foster the successful placement of 80% of Program graduates into full-time career opportunities with companies in the greater Richmond market? Successful placement will constitute at least six (6) months with the employer. (Considerations will be given to employee performance in impacting placement goal.)
  - D. Did Recipient allow employees of the Office of Community Wealth Building to provide on-site case management to Program participants?
5. **Reporting.** Recipient shall:
- A. Maintain detailed records regarding all expenditures of the Fund.
  - 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, 2023 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. 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 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, if any, 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 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, OCWB 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, 2026 unless both parties agree to renew the Contract.

Effective as of the date first written above.

**RECIPIENT:**


**CITY:**

By: \_\_\_\_\_  
 Richard Walker, Managing Partner  
 Bridging the Gap in Virginia

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

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

  
 Deputy City Attorney