

INTRODUCED: July 24, 2023

AN ORDINANCE No. 2023-237

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute The Salvation Army Grant Contract between the City of Richmond and The Salvation Army for the purpose of funding the implementation of a financial literacy program.

Patron – Mayor Stoney

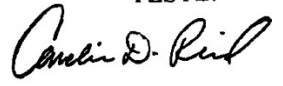
Approved as to form and legality
by the City Attorney

PUBLIC HEARING: SEPT 25 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 The Salvation Army Grant Contract between the City of Richmond and The Salvation Army for the purpose of funding the implementation of a financial literacy program. The Salvation Army 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.

A TRUE COPY:
TESTE:

City Clerk

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: SEP 25 2023 REJECTED: _____ STRICKEN: _____



City of Richmond

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

Master

File Number: Admin-2023-0680

File ID: Admin-2023-0680	Type: Request for Ordinance or Resolution	Status: Regular Agenda
Version: 1	Reference:	In Control: City Clerk Waiting Room
Department:	Cost:	File Created: 06/15/2023
Subject: ARPA Contract with The Salvation Army Central		Final Action:
Title:		

Internal Notes:

Code Sections:

Agenda Date: 07/24/2023

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: Admin-2023-0680 Grant 06012023 (AATF),
Consensus ARP Proposal with FY
Breakdowns_FINAL 10.6.21 (002)

Enactment Number:

Contact:

Introduction Date: 07/24/2023

Drafter:

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/20/2023	Caprichia Spellman	Approve	7/24/2023
1	2	7/20/2023	Traci DeShazor	Approve	7/24/2023
1	3	7/20/2023	Jason May	Delegated	
Notes: Delegated: Out Of Office					
1	4	7/20/2023	Meghan Brown	Approve	7/24/2023
1	5	7/20/2023	Sheila White	Approve	7/24/2023
1	6	7/21/2023	Sabrina Joy-Hogg	Approve	7/24/2023
1	7	7/21/2023	Lincoln Saunders	Approve	7/25/2023
1	8	7/21/2023	Mayor Stoney	Approve	7/25/2023

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-2023-0680

City of Richmond
Intracity Correspondence

O&R REQUEST

DATE: June 15, 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 The Salvation Army Central Virginia Area Command (TSA)

ORD. OR RES. No.

PURPOSE: To authorize the Chief Administrative Officer to execute grant contracts between the City of Richmond and The Salvation Army Central Virginia Area Command (TSA) in the amount of \$100,000 for the purpose of developing innovative, empirically tested solutions to the challenges of hunger and economic insecurity through the Salvation Army Central Virginia Area Command (TSA) in the Building Wealth and Health Network Pilot. This pilot is designed to improve outcomes for participants in the areas of employment, income, and food and housing security.

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 The Salvation Army Central Virginia Area Command (TSA) regarding the use of \$100,000 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 financial empowerment training credentialing program.

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: N/A

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: July 24th, 2023

CITY COUNCIL PUBLIC HEARING DATE: September 11th, 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

**THE SALVATION ARMY
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 The Salvation Army, a Georgia 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. The Center for Hunger-Free Communities (the “Center”) is a community-engaged research and policy center in Drexel University’s Dornsife School of Public Health focused on developing innovative, empirically tested solutions to the challenges of hunger and economic insecurity. The Center developed the Building Wealth and Health Network program (the “Network”) in 2014 as a randomized controlled trial.
- D. The Center's peer-reviewed research and strenuous evaluation of the Network demonstrate statistically significant improvements in participant employment, income, and food and housing security over 12 months. Simultaneously, the Network shows improved overall physical health and markedly reduced depression systems. Additionally, Network members with more reported adverse childhood experiences (ACEs) have more significant outcomes than those with a less traumatic childhood.
- E. 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 \$100,000 as a gift to the Recipient for the purposes set forth herein (“Grant Funds”), including the creation of a cohort to participate in the Network.

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:

Sherrilyn Hicks, Program Coordinator, Wealth Building
Office of Community Wealth Building
900 E. Broad Street, Suite 1502
Richmond, Virginia 23219
Sherrilyn.hicks@rva.gov
804.646.6360

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:

Stephen Batsche, Executive Director of Program Services
The Salvation Army Central Virginia Area Command
(TSA)
P.O. Box 12400
Richmond, VA 23241
(804) 591.3825
Stephen.batsche@uss.salvationarmy.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 four (4) installments of \$25,000 each following the execution of this Contract and conditioned upon satisfactory performance of the Scope of Services and satisfactory reporting of such performance as determined by the City in the City's sole discretion. The City may withhold or delay any payment installment if it determines the performance of the Scope of Services and the reporting demonstrating such performance is unsatisfactory. If the City withholds any installment of Grant Funds, Recipient shall have no obligation under this Contract with respect to such Grant Funds.
- B. The Recipient shall obligate all Grant Funds by December 31, 2024 and shall expend all Grant Funds by September 31, 2026. Should the Recipient not expend all Grant Funds by September 31, 2026 it shall return to the City all of the Grant Funds not so expended within 30 days. The Recipient shall obligate its sub recipients to the same requirements set forth in this section 2(B). This Section 2(B) will survive the 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 grant 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.

The Recipient shall:

- A. Identify thirty (30) City of Richmond residents (“Cohort”) who want to harness the knowledge of financial empowerment through the Salvation Army Central Virginia Area Command (TSA) in the Building Wealth and Health Network Pilot (“Network”). The Richmond Network Pilot is a project of The Salvation Army Pathway of Hope initiative. The Cohort will be trained in trauma-informed, healing-centered peer support with meaningful, culturally appropriate, context-relevant financial education. The Network facilitates economic mobility for low-income families by promoting financial security, mental health, and peer support. The Network specifically targets families who are at 50% or less of the federal poverty level.
 - B. Co-enroll identified individuals with the Office of Community Wealth Building (OCWB) and allow opportunities for individuals to complete OCWB’s Workplace Excellence Series prior to beginning the course.
 - C. Recipient shall match funds for participants who start and maintain a savings account throughout the cohort.
 - D. Establish, implement, monitor, and document the progress of a financial literacy program designed to assist the City of Richmond participants in long-term financial wealth.
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 perform the Scope of Services in accordance with the parameters set forth in Section 3 of this Agreement?
 - B. Did Recipient provide financial literacy training through the TSA to thirty (30) City residents and meet a successful completion rate of at least 75% for prospective candidates?
 - C. Did Recipient match funds of participants who started and maintained a savings account throughout the Cohort?
 - D. Did Recipient establish, implement, monitor, and document the progress of a

financial literacy program designed to assist the City of Richmond participants in long-term financial wealth?

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 the 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.
 - E. 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 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:

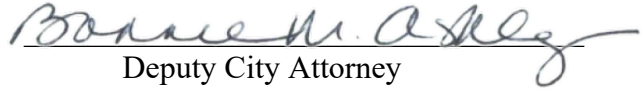
CITY:

By: _____
Captain Jason Burns, Area Commander
The Salvation Army, a Georgia Corporation

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

Date: _____

APPROVED AS TO FORM:


Deputy City Attorney

ARPA Spending Plan By Priority Area

CATEGORY	Appropriation to:	TOTAL ALLOCATION	YEAR 1 FUNDING	YEAR 2 FUNDING
Building Back Affordable and Healthy Homes		\$32,300,000	\$22,300,000	\$10,000,000
Affordable Housing Trust Fund	Housing & Community Development	\$20,000,000	\$10,000,000	\$10,000,000
Creighton Court Redevelopment Phase I	Capital Budget	\$6,800,000	\$6,800,000	-
Highland Grove Redevelopment Phase I	Capital Budget	\$5,500,000	\$5,500,000	-
Building Back Healthier		\$5,000,000	\$2,500,000	\$2,500,000
Health Equity Trust Fund	Non-Departmental	\$5,000,000	\$2,500,000	\$2,500,000
<p><i>Systemic racism in Richmond has taken an enormous toll on the health of Black residents for generations and persists in countless ways today. The Center on Society and Health at VCU found that residents of low-income Black communities in the East End of Richmond have a life expectancy that is 20 years shorter on average than White residents in wealthy West End neighborhoods. Recent data also shows that Black residents of Richmond accounted for 62% of the city's COVID-19 cases, though they make up only 47% of the city's population.</i></p> <p><i>These health disparities are primarily caused by the social determinants of health: the underlying conditions that determine a person's ability to be healthy and well, such as safe housing and neighborhoods, education and job opportunities, healthcare access and quality, and systemic and overt racism. The Health Equity Trust Fund will invest in efforts to dismantle the systems that help racism, trauma, and health disparities to persist.</i></p>				
Investing in our Future - Children and Families		\$ 81,000,000	\$ 19,000,000	\$ 62,000,000
<i>Transforming community centers into opportunity centers for residents (multigenerational approach)</i>				
Child care and parental support	Human Services	\$2,000,000	\$2,000,000	-
Family Crisis Funding	Non-Departmental	\$1,000,000	\$1,000,000	-
Parks Master Plan	Capital Budget	\$500,000	\$500,000	-
TB Smith	Capital Budget	\$20,000,000	\$1,000,000	\$19,000,000
Lucks Field	Capital Budget	\$20,000,000	\$1,000,000	\$19,000,000
Calhoun	Capital Budget	\$8,000,000	\$1,000,000	\$7,000,000
Southside Community Center	Capital Budget	\$16,000,000	\$8,000,000	\$8,000,000
James River Branch Trail Purchase and Development (Connects Southside offroad to JRPS)	Capital Budget	\$9,000,000	\$4,500,000	\$4,500,000
Crooked Branch Ravine Bridge - Connects Wythe to Fall Line Trail and Forest Hill Park	Capital Budget	\$1,000,000	-	\$1,000,000
Texas Beach/North Bank Tower Repair (Connects Maymont Neighborhood to JRPS)	Capital Budget	\$2,000,000	-	\$2,000,000
Property Acquisition for new Southside Parks (10 min walk gap)	Capital Budget	\$1,500,000	-	\$1,500,000

ARPA Spending Plan By Priority Area

CATEGORY	Appropriation to:	TOTAL ALLOCATION	YEAR 1 FUNDING	YEAR 2 FUNDING
<i>Building Back Stronger</i>		\$8,900,000	\$8,139,914	\$760,086
Small business grant application support and outreach	Economic Development	\$1,000,000	\$1,000,000	-
Façade and city beautification improvements (trees, signs, etc.)	Public Works	\$2,000,000	\$1,500,000	\$500,000
OCWB Workforce Development and Community Ambassadors	Office of Community Wealth Building	\$1,500,000	\$1,500,000	-
CDFI Revolving Loan Fund	Non-Departmental	\$3,000,000	\$3,000,000	-
Covid-19 Administrative Response Reserve	Finance	\$1,400,000	\$1,139,914	\$260,086
<i>Building Back Greener and more Resilient</i>		\$ 19,240,000	\$ 18,000,000	\$ 1,240,000
Climate Risk Assessment and Implementation	Public Works - Sustainability	\$1,540,000	\$300,000	\$1,240,000
Lead Line Replacement	Public Utilities - Water	\$1,000,000	\$1,000,000	-
Stormwater	Public Utilities - Stormwater	\$12,500,000	\$12,500,000	-
Healthy Homes (Weatherization, Home Rehabilitation)	Non-Departmental	\$4,200,000	\$4,200,000	-
<i>Building Back Safer</i>		\$ 8,500,000	\$ 7,500,000	\$ 1,000,000
Gun violence prevention	Non-Departmental	\$1,500,000	\$1,500,000	-
First responders hazard pay	Non-Departmental	\$5,000,000	\$5,000,000	-
Enhanced Lighting (street and business) and cameras	Public Works	\$2,000,000	\$1,000,000	\$1,000,000
	TOTAL:	\$154,940,000	\$77,439,914	\$77,500,086