

INTRODUCED: December 11, 2023

AN ORDINANCE No. 2023-372

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Nurture grant contract between the City of Richmond and The OmMama Resource Center, Inc., doing business as Nurture, for the purpose of developing and promoting a web-based directory containing a searchable database of local pregnancy, birth, and early parenting resources.

\_\_\_\_\_  
Patrons – Mayor Stoney, Ms. Lynch and  
Ms. Robertson

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

\_\_\_\_\_  
PUBLIC HEARING: JAN 22 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 Nurture grant contract between the City of Richmond and The OmMama Resource Center, Inc., doing business as Nurture, for the purpose of developing and promoting a web-based directory containing a searchable database of local pregnancy, birth, and early parenting resources. The Nurture grant contract shall be approved as

AYES:            9            NOES:            0            ABSTAIN: \_\_\_\_\_

ADOPTED:   JAN 22 2024   REJECTED: \_\_\_\_\_ STRICKEN: \_\_\_\_\_

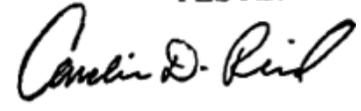
to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

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

APPROVED AS TO FORM:

  
City Attorney's Office

**A TRUE COPY:  
TESTE:**

  
City Clerk



# City of Richmond

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

## Master

**File Number: Admin-2023-1914**

**File ID:** Admin-2023-1914

**Type:** Request for Ordinance or Resolution

**Status:** Regular Agenda

**Version:** 1

**Reference:**

**In Control:** City Clerk Waiting Room

**Department:**

**Cost:**

**File Created:** 11/14/2023

**Subject:**

**Final Action:**

**Title:**

**Internal Notes:**

**Code Sections:**

**Agenda Date:** 12/11/2023

**Indexes:**

**Agenda Number:**

**Patron(s):**

**Enactment Date:**

**Attachments:** Admin-2023-1914 ARPA Grant Contract - Nurture (OmMama) - Grant Contract - Approved, Admin-2023-1914 ARPA Grant Contract - Nurture (OmMama) - Ordinance

**Enactment Number:**

**Contact:**

**Introduction Date:**

**Drafter:** eva.colen@rva.gov

**Effective Date:**

**Related Files:**

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	11/15/2023	Traci DeShazor	Approve	11/15/2023
1	2	11/16/2023	Meghan Brown	Approve	11/16/2023
1	3	11/20/2023	Sheila White	Approve	11/17/2023
1	4	11/20/2023	Sabrina Joy-Hogg	Approve	11/21/2023
1	5	11/20/2023	Caitlin Sedano - FYI	Notified - FYI	
1	6	11/20/2023	Jeff Gray	Approve	11/21/2023
1	7	11/21/2023	Lincoln Saunders	Approve	11/29/2023
1	8	12/6/2023	Mayor Stoney	Approve	12/7/2023

### History of Legislative File

Text of Legislative File Admin-2023-1914

# City of Richmond

## Intracity Correspondence

**O&R Transmittal**

**DATE:** October 6, 2023

**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

Admin-istration

**THROUGH:** Sheila White, Director of Finance

**THROUGH:** Jason May, Director of Budget and Strategic Planning

**THROUGH:** Traci Deshazor, Deputy Chief Administrative Officer for Human Services

**FROM:** Eva Colen, Office of Children and Families

**RE:** ARPA Grant Contract with Nurture (The OmMama Resource Center, Inc.)

**ORD. OR RES. No.**

**PURPOSE:**

To authorize the Chief Administrative Officer to execute an American Rescue Plan Act grant contract between the City of Richmond and The OmMama Resource Center, Inc., doing business as Nurture., for the purpose of developing a web-based directory that contains a searchable database of local pregnancy, birth and early parenting resources and promoting this new resource among Richmond residents.

**BACKGROUND:**

Nurture, the fictitious name of The OmMama Resource Center, Inc., is a nonprofit organization founded in 2013 that supports the health and wellbeing of Richmond's childbearing families through fitness, education, social support and community engagement.

Pregnancy, birth and early parenting comprise a critical life transition that has profound and long-lasting effects on the health and well-being of babies, mothers, families and society. Approximately 15,000 people give birth in the Richmond Metropolitan Area each year. Nurture is creating a web-based directory that contains a searchable database of local pregnancy, birth and early parenting resources.

No such resource currently exists, and families often rely on word-of-mouth to identify much-needed services, programs and resources. From 2012 through 2018, Nurture conducted annual surveys of

child-bearing families and service providers across the Richmond region. Identified as top priorities were “one common place where every provider could post information and increased awareness/access for low-income at-risk families to the assets available in the region”. More recently, ongoing stakeholder engagement among healthcare systems, philanthropy, and state and local public health agencies has affirmed the need for a directory.

The Birth & Early Parenting Resource Directory will serve as a central gateway to facilitate access to community resources for both child-bearing families and professionals that serve child-bearing families that will:

1. Create a better-connected pregnancy and early parenting community by providing a hub that connects providers to pregnant and early parenting people and by maintaining a program inventory that shines a light on resource and equity gaps;
2. Reduce health disparities by highlighting income-based and pro bono services, provider demographics, service provider location, public transportation access and other information that will provide more equitable access to resources;
3. Provide immediate information access for urgent situations; and
4. Be scalable, with the potential to expand regionally or statewide.

As of October 2023, Nurture is testing the proof-of-concept platform that could be built upon to develop a full, robust platform in coming years. Nurture’s executive director, Leslie Lytle, is working with a developer for a similar virtual lactation support directory to serve Los Angeles County (population 10 million).

The Robins Foundation, Virginia Commonwealth University, and the Nunnally Foundation have provided financial support for this project.

### **COMMUNITY ENGAGEMENT:**

From 2012 through 2018, Nurture conducted annual surveys of child-bearing families and service providers across the Richmond region. Identified as top priorities were “one common place where every provider could post information and increased awareness/access for low-income at-risk families to the assets available in the region”. More recently, ongoing stakeholder engagement among healthcare systems, philanthropy, and state and local public health agencies has affirmed the need for a directory.

Moreover, in early 2023, the City’s Office of Children and Families partnered with the Robins Foundation and the Community Foundation to invest in a landscape analysis of the perinatal and early parenting sector in Richmond, conducted by The Spark Mill. The Spark Mill interviewed 28 pregnant and postpartum individuals as well as those parenting children under age 2 and 33 service providers over the course of their community engagement process. The #1 finding was that system navigation is the primary issue in a landscape where there are many service providers, programs and other resources. Pregnant and parenting people reported difficulty understanding where to find each of resources they need and how to access them; service providers do not consistently communicate and collaborate, exacerbating the complexity of an already complicated system; and there is ultimately underutilization of services due to system navigation issues.

**STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL:** This investment aligns with the

intent of the Child Care and Parenting Supports ARPA project category as the City seeks to support pandemic recovery among child care and other service providers for families with infants and toddlers. Additionally, this investment is aligned with the Equity Agenda, specifically support for expanded doula access.

**FISCAL IMPACT:** None

**DESIRED EFFECTIVE DATE:** Immediately

**REQUESTED INTRODUCTION DATE:** December 11, 2023

**CITY COUNCIL PUBLIC HEARING DATE:** January 8, 2024

**REQUESTED AGENDA:** Consent

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

**AFFECTED AGENCIES:** Human Services

**RELATIONSHIP TO EXISTING ORD. OR RES.:** Ord. No. 2021-291

**ATTACHMENTS:** Pregnancy and Early Parenting - Final Report; Grant Contract approved as to form

**STAFF:** Eva Colen

## NURTURE.

THIS GRANT CONTRACT is made this 1<sup>st</sup> day of October, 2023 between the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City"), and The OmMama Resource Center, Inc., a Virginia non-stock corporation doing business as Nurture. The OmMama Resource Center, 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 \$25,000 as a gift to the Recipient for the purposes set forth herein.

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  
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:

Leslie Lytle

Executive Director  
The OmMama Resource Center dba Nurture.  
P.O. Box 7109  
Leslie.Lytle@NurtureRVA.org  
(804) 612-6366

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.

3. **Scope of Services.** In consideration of the City's grant of the Grant Funds to the Recipient, the Recipient shall invest in the development of a web-based directory that contains a searchable database of local pregnancy, birth, and early parenting resources.

The Recipient shall:

A. Develop a web-based directory to connect pregnant and early parenting people in Richmond with local providers, programs and other resources;

B. Recruit and onboard providers of services for pregnant and early parenting people to ensure that the directory reflects the full scope of programs, services and other resources available; and

C. Promote the directory to the public using a variety of marketing vehicles in order to ensure that all pregnant and early parenting people in Richmond, but especially those experiencing poverty are aware of this new resource.

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 utilize the Grant Funds in accordance with the Scope of Services set forth in Section 3 of this Agreement?

5. **Reporting.** Recipient shall:
  - A. Maintain detailed records regarding all expenditures pertaining to the Grant.
  - 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 quarterly reports providing a narrative description of each activity included in the Scope of Services. The Recipient shall include in each narrative description anecdotal evidence, stories, or testimony pertaining to each activity.
  - 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.
  
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.

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:**

By: \_\_\_\_\_  
Leslie Lytle, Executive Director  
The OmMama Resource Center, dba Nurture.

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

**CITY:**

By: \_\_\_\_\_  
J. E. Lincoln Saunders, Chief Administrative Officer  
City of Richmond

**APPROVED AS TO FORM:**

  
Deputy City Attorney