

INTRODUCED: September 9, 2024

AN ORDINANCE No. 2024-225

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an Operational Agreement for Cooperative Partnerships for Opioid Abatement Authority Awards between the City of Richmond and Henrico County for the purpose of creating a resource map in collaboration with Henrico County to combat the opioid crisis.

Patron – Mayor Stoney

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 an Operational Agreement for Cooperative Partnerships for Opioid Abatement Authority Awards between the City of Richmond and Henrico County for the purpose of creating a resource map in collaboration with Henrico County to combat the opioid crisis. The Operational Agreement for Cooperative Partnerships for Opioid Abatement Authority Awards 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: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

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-2024-0999

File ID: Admin-2024-0999 **Type:** Request for Ordinance or Resolution **Status:** Regular Agenda

Version: 1 **Reference:** **In Control:** City Clerk Waiting Room

Department: **Cost:** **File Created:** 08/16/2024

Subject: **Final Action:**

Title:

Internal Notes:

Code Sections:

Agenda Date: 09/09/2024

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: Admin-2024-0999 VOAA Operational Agreement for Cooperative Partnerships Ordinance AATF, Admin-2024-0999 VOAA FY 25 Cooperative Project Operational Agreement AATF

Enactment Number:

Contact:

Introduction Date:

Drafter:

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	8/16/2024	Traci DeShazor	Approve	8/19/2024
1	2	8/16/2024	Meghan Brown	Approve	8/19/2024
1	3	8/19/2024	Sheila White	Approve	8/19/2024
1	4	8/19/2024	Cynthia Osborne - FYI	Notified - FYI	
1	5	8/19/2024	Sabrina Joy-Hogg	Approve	8/20/2024
1	6	8/19/2024	Jeff Gray	Approve	8/21/2024
Notes: Approved: Out of Office					
1	7	8/21/2024	Lincoln Saunders	Approve	8/27/2024
1	8	8/29/2024	Mayor Stoney	Approve	9/4/2024

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-2024-0999

City of Richmond
Intracity Correspondence

O&R Transmittal

DATE: Thursday August 15, 2024

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, Acting Director of Budget and Strategic Planning

THROUGH: Traci DeShazor, DCAO for Human Services

FROM: J.D. Ratliff, Policy Advisor

RE: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an Operational Agreement for Cooperative Partnerships for Opioid Abatement Authority Awards between the City of Richmond and Henrico County for the purpose of creating a resource map in collaboration with Henrico County to combat the opioid crisis.

ORD. OR RES. No.

PURPOSE: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an Operational Agreement for Cooperative Partnerships for Opioid Abatement Authority Awards between the City of Richmond and Henrico County for the purpose of creating a resource map in collaboration with Henrico County to combat the opioid crisis.

BACKGROUND:

Virginia’s Opioid Abatement Authority is an independent body, the purpose of which is to abate and remediate the opioid epidemic in the Commonwealth through financial support from the Fund, in the form of grants, donations, or other assistance, for efforts to treat, prevent, and reduce opioid use disorder and the misuse of opioids in the Commonwealth. The Virginia Opioid Abatement Authority

(VOAA) has an annual application cycle that includes a competitive grant opportunity for proposals involving collaborations between two or more localities. During this cycle, the City of Richmond submitted a cooperative project proposal with Henrico County. The City will serve as the lead applicant and fiscal agent. On May 31, 2024, the City of Richmond was notified by the VOAA that the cooperative project proposed by the City and Henrico was approved with a total funding amount of \$183,170. The City's proposal was chosen and developed in direct partnership with stakeholders from Henrico County and the Richmond Opioid Task Force. The Richmond Opioid Task Force is composed of internal, quasi-government, non-profit partners as well as subject matter experts including representation from Henrico County and the Richmond Henrico Health District.

As part of the award conditions, the City of Richmond and Henrico County must have a written memorandum of understanding or contract by which the implementing organization agrees to comply with all applicable grant terms, conditions, and assurances. This ordinance authorizes the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an Operational Agreement for Cooperative Partnerships for Opioid Abatement Authority Awards between the City of Richmond and Henrico County for the purpose of creating a resource map in collaboration with Henrico County to combat the opioid crisis. There will be two additional ordinances that will accompany this ordinance to accept \$178,170.00 in cooperative funds from the VOAA which includes \$173,170.00 of competitive grant funds and \$5,000.00 from the City's VOAA Gold Standard Incentive allocation. The remaining ordinance accepts an additional \$5,000 of funding from Henrico County.

This project will build on the efforts of the "Implementing Opioid Strategies at the Local Level" (IOPSELL) grant held by the Richmond Henrico Health District from the National Association of County and City Health Officials for a Resource Mapping project. The IOPSELL grant allowed RHHD to hire a team of resource mapping specialists to develop a comprehensive listing of substance use disorder resources in the City of Richmond and Henrico County. The project awarded to the City of Richmond by the VOAA will build on these efforts by ensuring the maintenance and continued monitoring of the guide as well as development of a user-friendly website, data dashboard, and related tools for public

access.

With adoption of this ordinance, the Administration will ensure that all funds will go toward approved uses in compliance with the National Opioid Settlement and the Virginia Opioid Abatement Authority. Investing in a resource mapping website is an evidenced based approach to opioid remediation. This grant from the Virginia Opioid Abatement Authority will fully cover all costs associated with the project as approved by the VOAA. Additionally, adoption of this ordinance approves all tasks associated with the appropriation of these funds.

COMMUNITY ENGAGEMENT: This proposal was informed by significant stakeholder engagement and developed with direct input and support from external agencies and subject matter experts on the Richmond Opioid Task Force.

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: RES. 2022-R013 declaring opioid drug overdose deaths as a public health crisis in the City of Richmond; Richmond Opioid Task Force.

FISCAL IMPACT: N/A

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: September 9, 2024

CITY COUNCIL PUBLIC HEARING DATE: September 23, 2024

REQUESTED AGENDA: Consent agenda

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development

AFFECTED AGENCIES: Budget and Strategic Planning, Finance, and Human Services

RELATIONSHIP TO EXISTING ORD. OR RES.: Res. No. 2018-R094; Ord. No. 2021-234; Res. No. 2021-R078; Resolution 2022-R013; Res. No. 2023-R010; Ord. No. 2023-293; Ord. No. 2024-099; This Ordinance is a companion paper to Admin-2024-1000 and Admin-2024-1001. This Ordinance should be introduced and adopted before Admin-2024-1000 and Admin-2024-1001.

ATTACHMENTS: Virginia Opioid Abatement Authority FY 25 Cooperative Project Award Package; Virginia Opioid Abatement Authority FY 25 Cooperative Project Full Application; Virginia Opioid Abatement Authority FY 25 Cooperative Project Operational Agreement

STAFF: Michael Fatula, Opioid Response Coordinator, 804-944-7291, Michael.fatula@rva.gov <<mailto:Michael.fatula@rva.gov>>

Dominic Barrett, Strategic Projects and Grants Advisor, 804-646-5861, dominic.barrett@rva.gov
<<mailto:dominic.barrett@rva.gov>>

Operational Agreement for Cooperative Partnerships for Opioid Abatement Authority Awards

This Operational Agreement for Cooperative Partnerships for Opioid Abatement Authority Awards (“Agreement”), dated this day of _____, 2024, by the City of Richmond (the “City”) and the County of Henrico (the “Partners”), is binding among and between these parties as of the date of the City’s final signature (the “Effective Date”).

WHEREAS, the Partners developed and jointly submitted an application (the “Application”), attached hereto as Attachment A and incorporated herein by reference, for cooperative partnership funding from the Virginia Opioid Abatement Authority (OAA), Resource Mapping of Substance Use Resources (the “Cooperative Partnership”) which includes the following objectives:

- The development and maintenance of a website compiling regional resources for substance abuse care to address the current lack of a single source for such information.
- Engage a diverse cross sector of partners, stakeholders and subject matters experts in the development of the shared website, guide, and related tools to ensure the website and materials are developed in an accessible manner for those individuals seeking more information about options for substance abuse treatment;
- Development of a data dashboard within the website to display aggregated opioid-related data; and

WHEREAS, the OAA approved the Application for this cooperative partnership project;
and

WHEREAS, the Partners now intend to formalize the Cooperative Partnership;

NOW THEREFORE, the Partners hereto do mutually agree as follows:

1. TERM

The Term of this Agreement shall begin on the Effective Date and shall remain in full force and effect until June 30, 2025, unless terminated earlier in accordance with the provisions of this Agreement. Should the OAA renew the award for the Cooperative Partnership for fiscal year 2026, this Agreement shall automatically renew on July 1, 2025, for an additional one-year term. Automatic renewals shall continue on an annual basis with each OAA award renewal until June 30, 2029, unless or until the Partners agree not to request a renewal of the award, or the OAA declines to renew the award.

2. FISCAL AGENT

The City of Richmond shall serve as the fiscal agent for the Cooperative Partnership (the "Fiscal Agent"). The Fiscal Agent shall receive and manage all funding awarded by the OAA directly to the Cooperative Partnership. The Partners agree to transmit to the Fiscal Agent all portions of their direct distributions of funds from the settlement administrator or individual distributions, or both, awarded by the OAA that have been pledged to the Cooperative Partnership, including funds associated with any renewal of funding by the OAA, within sixty (60) days of receipt of such funds from the OAA, and the Fiscal Agency shall receive and manage those funds as well. The Fiscal Agent shall be responsible for assuring proper fiscal management of and accounting for all grant money awarded to the Cooperative Partnership. The Fiscal Agent shall also be responsible for submitting all

reports required by the OAA, including but not limited to, financial reports, performance reports, budget amendments, and grant closeout final reports, on behalf of the Cooperative Partnership. The partners may make additional agreements related to the fiscal relationship as may be necessary.

3. USE OF GRANT FUNDS

The Partners agree that all funds distributed to the Cooperative Partnership from the OAA shall only be used in compliance with Virginia Code § 2.2-2370 and any guidance issued by the OAA regarding the foregoing. The Partners also agree that all funds distributed to the Cooperative Partnership from the OAA shall only be used in compliance with the Virginia Opioid Abatement Authority Grant Awards Terms and Conditions for Awards to Cooperative Projects Involving Multiple Cities and/or Counties, attached hereto as Attachment B and incorporated herein by reference. Additionally, the Partners agree that the primary mission of the Cooperative Partnership shall not conflict with the OAA's mission as it is defined in Virginia Code § 2.2-2366.

Specifically, the Partners agree that all funds awarded to the Cooperative Partnership from the OAA shall be used only for expenses related to the objectives listed on page 1 of this Agreement and as outlined in the Application. All funds awarded to the Cooperative Partnership shall be used only for direct costs that can be specifically identified and attributed to the Cooperative Project and/or the Cooperative Project's measurable activities.

4. STANDARDS OF PARTNERSHIP EFFORTS

The Partners agree that they shall collaborate to establish policies, guidelines, and standards for implementation of any and all parts of the Cooperative Partnership. Such policies, guidelines, and standards shall be documented and revised by agreement of the Partners as necessary. The Partners further agree to follow all policies, guidelines, and standards established by the Cooperative Partnership when undertaking any action related to or to implement any and all parts of the Cooperative Partnership.

5. BUDGET FOR COOPERATIVE PARTNERSHIP

The Partners agree that no purchase or expenditure made in furtherance of the Cooperative Partnership shall exceed the budget and revenue matches outlined in the Application. A Partner agrees to present any proposed budget or revenue match modification or amendment to the other Partner for review and such other Partner shall provide written approval or rejection of the modification within fifteen (15) days of receipt. No modification or amendment shall be made to the Cooperative Partnership's proposed budget or revenue matches without full agreement of the Partners.

Should the budget or revenue matches for the Cooperative Partnership be modified or amended through future renewal applications to the OAA, such modified or amended budget and revenue matches shall control.

6. STAFFING

The Partners agree that the City may use the funds distributed to the Cooperative Partnership to employ City staff to assist in carrying out the objectives of the Partners, as

outlined in the Application. . The expenses related to staffing positions shall not exceed the budgeted agreement as outlined in the Application.

7. PURCHASES

The Cooperative Partnership shall agree in advance to the use of a competitive grant or bid process for purchasing any goods or services in furtherance of the Cooperative Partnership. Should the Partnership agree to the use of a competitive grant or bid process, the Fiscal Agent shall be responsible for pursuing such process on behalf of the Partnership and shall ensure that any procurement contract is consistent with the procurement standards set forth in the Virginia Public Procurement Act, Virginia Code § 2.2-4300 *et seq.*

8. REPORTING

The Partnership agrees to provide all performance data, financial data, and any other data and information related to the Cooperative Partnership at the request of the Fiscal Agent in furtherance of the it's reporting obligations for the Cooperative Partnership.

9. AUDITS

The Partnership shall maintain full and accurate records with respect to all matters covered under this Agreement and any terms or conditions imposed by the OAA in relation to the Cooperative Partnership. Upon reasonable notice in writing, the Fiscal Agent, or a representative thereof, shall have the right to inspect and audit each Partner's records, and each Partner shall provide the Fiscal Agent access to all its records which relate directly or indirectly to this Agreement and the Cooperative Partnership at each Partner's place of business during regular business hours. The Partnership agrees to retain all records

pertaining to this Agreement and the Cooperative Partnership and shall make them available to the Fiscal Agent upon request for five (5) complete calendar years following expiration of this Agreement. The Partnership agrees to provide such assistance as may be necessary to facilitate the Fiscal Agent's inspection or audit to ensure compliance with applicable standards.

If an inspection or audit pursuant to this section discloses that services provided or purchases made by a Partner were not consistent with the objectives of the Cooperative Partnership, not in compliance with Virginia Code § 2.2-2370 and any guidance issued by the OAA, or not in compliance with the terms and conditions of this Agreement, the Partner shall refund any reimbursement received for any such services or purchases within thirty (30) days of the Fiscal Agent's request. If the Partner disagrees with the Fiscal Agent's determination, the Partner may request in writing reconsideration by all Partners to the Cooperative Partnership within thirty (30) days of the fiscal agent's decision.

10. COMPLIANCE WITH LAW AND POLICY

The Partnership shall at all times comply with all applicable laws, rules, regulations, and ordinances. Each Partner shall work within its jurisdiction's policies and mandates. Nothing contained in this Agreement shall supersede the statutes, rules, employer policies, and regulations that govern each Partner. To the extent that any provision of this Agreement is inconsistent with any such statute, rule, employer policy, or regulation, the statute, rule, employer policy, or regulation shall prevail.

11. WAIVER

The failure of any Partner to enforce any of the provisions of this Agreement, or any rights with respect hereto, will in no way be considered a waiver of such provisions or rights, and in no way will it affect the validity of this Agreement. The failure of any Partner to enforce any of such provisions or rights will not prejudice such Partner from later enforcing or exercising the same or any other provisions or rights which it may have under this Agreement.

12. INSURANCE/RISK MANAGEMENT

The Partnership shall be responsible for their own risk management of their employees and property related to the Cooperative Partnership.

13. ENFORCEMENT

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to its conflict of law provisions. Exclusive jurisdiction and venue for any litigation arising out of or involving this Agreement shall be in the Circuit Court of Richmond City.

14. NOTIFICATION

All notices required by this Agreement shall be directed to the following for each Partner:

City of Richmond		Henrico County	
Name:	Traci DeShazor	Name:	Michael Feinmel
Title:	Deputy Chief Administrative Officer for Human Services	Title:	Deputy County Administrator for Public Safety
Address:	900 East Broad Street Richmond, VA 23219	Address:	P.O. Box 90775 Henrico, VA 23273

Phone:	(804) 646-8811	Phone:	(804) 501-7580
Email:	traci.deshazor@rva.gov	Email:	fei@henrico.us

15. TRANSFER AND ASSIGNMENT

The Partnership shall not, voluntarily or involuntarily, by operation of law or otherwise, transfer or assign this Agreement or any rights hereunder.

16. ENTIRE AGREEMENT

The terms of this Agreement constitute the entire agreement of the Partnership relating to the subject matter hereof. All prior negotiations, representations and agreements relating to the subject matter hereof between the Partnership are merged herein. This Agreement may be modified or amended only by written instrument executed by all Partnership.

This Agreement is not intended to amend any existing contracts or other agreements between the Partnership.

17. USE OF ELECTRONIC SIGNATURES. By signing this Agreement, the Partners acknowledge and certify their agreement to the acceptance and use of electronic signatures for purposes of this Agreement and any amendments or modifications thereto. Each Partner hereby agrees that electronic signatures shall be treated the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Partnership has executed this Agreement effective as of the date of execution.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

CITY/COUNTY NAME,
VIRGINIA

By: _____

Name: _____

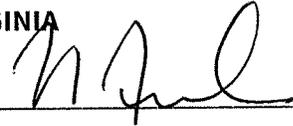
Title: _____

Date: _____



Approved As To Form
Caitlin Weston, Assistant City Attorney

CITY/COUNTY NAME,
VIRGINIA

By:  _____

Name: Michael Y. Feinzel

Title: Deputy County Manager

Date: 2/31/24