

INTRODUCED: December 15, 2025

AN ORDINANCE No. 2025-277

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Regional Cooperative Partnership Agreement between the City of Richmond and the Counties of Henrico and Chesterfield for the purpose of supporting a recovery academy initiative funded by the Virginia Opioid Abatement Authority.

Patron – Mayor Avula

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JAN 12 2026 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 Regional Cooperative Partnership Agreement between the City of Richmond and the Counties of Henrico and Chesterfield for the purpose of supporting a recovery academy initiative funded by the Virginia Opioid Abatement Authority. The Regional Cooperative Partnership Agreement 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: _____

City of Richmond

Intracity Correspondence

O&R Transmittal

DATE: August 1, 2025

TO: The Honorable Members of City Council

THROUGH: The Honorable Dr. Danny Avula, Mayor

THROUGH: Odie Donald II, Chief Administrative Officer

THROUGH: Tanikia Jackson, DCAO for Finance and Administration

THROUGH: Letitia Shelton, Director of Finance

THROUGH: Meghan Brown, Director of Budget and Strategic Planning

THROUGH: Amy Popovich, 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 a Regional Cooperative Partnership Agreement between the City of Richmond, Henrico County, and Chesterfield County for the purpose of supporting the Recovery Academy initiative funded by the Virginia Opioid Abatement Authority.

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Regional Cooperative Partnership Agreement between the City of Richmond, Henrico County, and Chesterfield County for the purpose of supporting the Recovery Academy initiative funded by the Virginia Opioid Abatement Authority. As part of the award conditions, the localities must have a written operational agreement by which the implementing organization agrees to comply with applicable grants terms, conditions, and assurances. There will be one additional ordinance that will accompany this ordinance to authorize the Chief Administrative Officer accept from the VOAA \$8,519.98 in individual funds that will serve as a locality match to Chesterfield County.

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, Chesterfield County, in partnership with the City of Richmond and Henrico County, submitted a cooperative project proposal. On June 18, 2025, the City of Richmond was notified by the VOAA that the cooperative project proposed by Chesterfield County was approved with a locality match of \$8,519.98 from Richmond's individual distribution (at no fiscal impact to the City of Richmond). Chesterfield County will serve as the lead applicant and fiscal agent.

As part of the award conditions, the localities must have a written operational agreement by which the implementing organization agrees to comply with applicable grants terms, conditions, and assurances. There will be one additional ordinance that will accompany this ordinance to authorize the Chief Administrative Officer accept from the VOAA \$8,519.98 in individual funds that will serve as a locality match to Chesterfield County.

This ordinance authorizes the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Regional Cooperative Partnership Agreement between the City of Richmond, Henrico County, and Chesterfield County for the purpose of supporting the Recovery Academy initiative to combat the opioid crisis.

Chesterfield Recovery Academy (CRA) opened in Fall 2022 as Virginia's first recovery high school in response to the adolescent substance use and opioid overdose epidemic. CRA is a year-round program serving high school students from central Virginia who are recovering from substance use disorder. All high school students in the Virginia Department of Education's (VDOE) Region One are eligible for enrollment. This catchment area encompasses 15 school divisions,

including the Counties of Charles City, Chesterfield, Dinwiddie, Goochland, Hanover, Henrico, New Kent, Powhatan, Prince George, Surry, and Sussex, as well as the Cities of Colonial Heights, Hopewell, Petersburg, and Richmond. The Chesterfield Recovery Academy Outreach and Transportation project will build on what has been learned during CRA's three years of operation to increase adolescent access to substance use treatment and interrupt the cycle of opioid and multi-substance use disorder in high school-aged students. It focuses on community outreach throughout the 15 jurisdictions served, including students, caregivers, schools, mental health professionals, community agencies, law enforcement, and recovery partners. This project aims to provide community opioid abatement education to localities, increase CRA enrollment and regional representation, and development. Since 2022, Chesterfield Recovery Academy has supported over 60 students in early recovery from opioid and multi-substance use disorder. Several of the students spoke at the White House for the 2023 National Recovery Month Celebration and celebrated 6 months of sobriety on the national stage. CRA students with years of prescription opioid misuse have maintained recovery and abstinence from opioids for the first time in their high school careers. With six graduating seniors in 2025, this model has transformed opportunities for students struggling with substance use and battling academic consequences.

COMMUNITY ENGAGEMENT: Opioid abatement and remediation strategies utilized by the City of Richmond have and continue to be informed by significant stakeholder engagement and developed with direct input and support from external agencies and subject matter experts. This project is the result of regional collaboration between the counties of Chesterfield and Henrico, and the City of Richmond.

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; Chesterfield County; Henrico County

FISCAL IMPACT: There is no direct fiscal impact to the City. The funds used for this project are from the Virginia Opioid Abatement Authority. The City will receive \$8,519.98 from the Virginia Opioid Abatement Authority, which will be appropriated and passed through to Chesterfield County, serving as the fiscal agent, to fulfill the City's required match. The City's match is fully funded by the grant proceeds received from the Authority, consistent with the approach used by all participating localities.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: December 8, 2025

CITY COUNCIL PUBLIC HEARING DATE: January 12, 2026

REQUESTED AGENDA: Consent agenda

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development

AFFECTED AGENCIES: Budget and Strategic Planning, Finance, Neighborhood and Community Services

RELATIONSHIP TO EXISTING ORD. OR RES.: Res. No. 2018-R094; Ord. No. 2021-234; Res. No. 2021-R078; Res. No. 2022-R013; Res. No. 2023-R010; Ord. No. 2025-057; This Ordinance is a companion paper to Admin-2025-1083. This Ordinance should be introduced and adopted before Admin-2025-1083.

ATTACHMENTS: Regional Cooperative Partnership Agreement

STAFF: Anna Jones, Opioid Response Strategist, 804-987-9160, Anna.Jones@rva.gov

Jason Alley, Policy Advisor, 804-401-5863, Jason.Alley@rva.gov

REGIONAL COOPERATIVE PARTNERSHIP AGREEMENT

This Regional Cooperative Partnership Agreement (the “Agreement”) is entered into on the ____ day of _____ 2025, by the County of Chesterfield, the County of Henrico, and the City of Richmond (the “Parties”).

WHEREAS, the Parties developed and jointly submitted an application for regional cooperative partnership funding from the Virginia Opioid Abatement Authority (OAA), attached hereto as Exhibit 1 and incorporated herein by reference, namely to fund and operate the Chesterfield Recovery Academy Outreach and Transportation Project to increase adolescent access to substance use treatment and interrupt the cycle of opioid and multi- substance use disorder in high school-aged students by providing opioid abatement education, and increasing Chesterfield Recovery Academy enrollment, regional representation, and development (the “Cooperative Partnership”); and

WHEREAS, the OAA approved the Parties’ application for this regional cooperative partnership funding; and

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

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

1. **TERM.** The Term of this Agreement shall begin on the date on which this Agreement has been executed and finalized by the Parties and shall remain in full force and effect until June 30, 2026. Should the OAA renew the award for the Cooperative Partnership for fiscal year 2027, this Agreement shall automatically renew on July 1, 2026, for an additional one-year term. Automatic renewals shall continue on an annual basis with each OAA award renewal until June 30, 2030, unless or until the Parties agree not to request a renewal of the award, or the OAA declines to renew the award.

2 **FISCAL AGENT.** The Parties agree that the County of Chesterfield shall serve as the fiscal agent for the Cooperative Partnership. As fiscal agent, the County of Chesterfield shall receive and manage all funding awarded by the OAA directly to the Cooperative Partnership. The Parties agree to transmit to the County of Chesterfield all portions of their matches of funds awarded by the OAA that they have pledged to the Cooperative Partnership, and the County of Chesterfield shall receive and manage those funds as well. The County of Chesterfield shall be responsible for assuring proper fiscal management of and accounting for all grant money awarded to the Cooperative Partnership. The County of Chesterfield 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.

3. **USE OF GRANT FUNDS.** The Parties 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 Parties 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 Exhibit 2 and incorporated herein by reference. Additionally, the Parties 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 Parties agree that all funds awarded to the Cooperative Partnership from the OAA shall be used only for the creation and operation of Chesterfield Recovery Academy Outreach and Transportation, which will increase adolescent access to substance use treatment and interrupt the cycle of opioid and multi-substance use disorder in high school-aged students by

providing opioid abatement education, and increasing Chesterfield Recovery Academy enrollment, regional representation, and development. All funds awarded to the Cooperative Partnership shall be used only for direct costs that can be specifically identified and attributed to the Cooperative Partnership and/or the Cooperative Partnership's measurable activities.

4. **STANDARDS OF PARTNERSHIP EFFORTS.** The Parties 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 Parties as necessary. The Parties 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 Parties agree that no purchase or expenditure made by a participating locality in furtherance of the Cooperative Partnership shall exceed the budget and revenue matches outlined in Exhibit 1. 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.

The Parties agree to present any proposed budget or revenue match modification or amendment to the Opioid Abatement Administrator. No modification or amendment shall be made to the Cooperative Partnership's proposed budget or revenue matches without full agreement of the participating localities.

6. **OPIOID ABATEMENT ADMINISTRATOR.** The Parties agree that Chesterfield County's Opioid Abatement Administrator (the "Administrator") shall be responsible for providing general oversight over the Cooperative Partnership and the distribution of funds for

the Cooperative Partnership to the Parties as needed. The Administrator shall also be responsible for receiving all required data and reporting from the Parties, for preparing all required reporting documents, and ensuring compliance with this Agreement by all Parties.

7. **STAFFING.** The Parties agree that individuals may be hired and employed as part of the Cooperative Partnership by Chesterfield County, as outlined in Exhibit 1. Chesterfield County shall develop written hiring criteria and performance standards for each job position developed as part of the Cooperative Partnership, which it shall adhere to in its hiring, supervision, and evaluation of any employee. Chesterfield County shall be solely responsible for the actions of its employees.

The Administrator shall coordinate and ensure the payment of any salary, benefit, or other expense related to the hiring and employment of individuals as part of the Cooperative Partnership from the funds distributed by the OAA. Only those staffing positions and their related expenses outlined in Exhibit 1 shall be eligible for payment from funding awarded for the Cooperative Partnership. Such payments shall not exceed the budgeted amount as outlined in Exhibit 1. The Administrator shall determine the necessary documentation that must be submitted in support of any payment. Whether any payment is a direct cost and therefore reimbursable under the terms of the OAA grant shall be determined by the Administrator. Only those positions outlined in Exhibit 1 shall be eligible.

8. **PURCHASES.** The Parties agree that Chesterfield County may make purchases, or approve purchases, in furtherance or in relation to the Cooperative Partnership, including, but not limited to, supplies, services, vehicles, and equipment. The Administrator shall coordinate and ensure the payment of such purchases. Only those purchases that fall within the described expenses in Exhibit 1 shall be eligible for payment from funding awarded for the Cooperative

Partnership. Such payments shall not exceed the budgeted amount as outlined in Exhibit 1. The Administrator shall determine the necessary documentation that must be submitted in support of any payment. Whether any payment is a direct cost and therefore reimbursable under the terms of the OAA grant shall be determined by the Administrator.

9. **REPORTING.** The Parties agree to provide all performance data, financial data, and any other data and information related to the Cooperative Partnership at the request of the Administrator or Chesterfield County in furtherance of the County's reporting obligations as the fiscal agent of the Cooperative Partnership. Should a Party fail to provide any data or information requested, Chesterfield County reserves the right to withhold payment of any reimbursement requests for costs or expenditures made in furtherance of the Cooperative Partnership until such information is provided.

10. **AUDITS.** The Parties 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 Administrator, or a representative thereof, shall have the right to inspect and audit each Party's records, and each Party shall provide the Administrator access to all of its records which relate directly or indirectly to this Agreement and the Cooperative Partnership at each Party's place of business during regular business hours. The Parties agree to retain all records pertaining to this Agreement and the Cooperative Partnership for five (5) complete calendar years after this Agreement expires and shall make them available to the Administrator upon request. The Parties agree to provide such assistance as may be necessary to facilitate the Administrator'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 Party 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 Party shall refund any reimbursement received for any such services or purchases within thirty (30) days of the Administrator's request. If the Party disagrees with the Administrator's determination, the Party may request in writing reconsideration by all Parties to the Cooperative Partnership within thirty (30) days of the Administrator's decision.

11. **COMPLIANCE WITH LAW AND POLICY.** The Parties shall at all times comply with all applicable laws, rules, regulations, and ordinances. Each Party 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 Party. 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.

12. **WAIVER.** The failure of any Party 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 Party to enforce any of such provisions or rights will not prejudice such Party from later enforcing or exercising the same or any other provisions or rights which it may have under this Agreement.

13. **INSURANCE/RISK MANAGEMENT.** The Parties agree that they each shall be responsible for maintaining all insurance policies from and after the date on which this Agreement is finalized that are necessary to provide sufficient coverage for their employees and property related to the Cooperative Partnership. The Parties further agree that they each shall be responsible

for their own risk management of their employees and property related to the Cooperative Partnership.

14. **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 for the County of Chesterfield, Virginia.

15. **NOTIFICATION.** All notices required by this Agreement shall be directed to the following for each Party:

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|------------------------|--|
| County of Chesterfield | Name: James D. Worsley, Ph.D. Title: Deputy County Administrator Address: P.O. Box 40 Chesterfield, Virginia 23832 Phone: (804) 748-1212 Email: WorsleyJ@chesterfield.gov |
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| County of Henrico | Name: Michael Yael Feinmel Title: Deputy County Manager Address: P.O. Box 90775 Henrico, Virginia 23273 Phone: (804) 501-7580 Email: fei@henrico.gov |
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| City of Richmond | Name: Odie Donald II Title: Chief Administrative Officer Address: 900 E Broad Street Richmond, Virginia 23219 Phone: (804) 646-7000 Email: |
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16. **TRANSFER AND ASSIGNMENT.** The Parties shall not, voluntarily or involuntarily, by operation of law or otherwise, transfer or assign this Agreement or any rights hereunder.

17. **USE OF ELECTRONIC SIGNATURES.** By signing this Agreement, the parties acknowledge and certify their agreement to the acceptance and use of electronic signatures for

purposes of this Agreement and any amendments or modifications thereto. The parties hereby agree that electronic signatures shall be treated the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date of execution.

**COUNTY OF CHESTERFIELD,
VIRGINIA**

By: _____

Name: _____

Title: _____

Date: _____

**COUNTY OF HENRICO,
VIRGINIA**

By: _____

Name: _____

Title: _____

Date: _____

**CITY OF RICHMOND,
VIRGINIA**


By: _____

Name: _____

Title: _____

Date: _____

Approved As To Form:

 _____

10/29/25