

INTRODUCED: September 12, 2022

AN ORDINANCE No. 2022-259

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Virginia Transit Association Cooperation Agreement between the Virginia Transit Association and the City of Richmond, for the purpose of funding the City's proposed Richmond Redevelopment and Housing Authority Van-Share project to provide eligible Richmond Redevelopment and Housing Authority residents with flexible transportation for employment and associated childcare.

\_\_\_\_\_  
Patrons – Mayor Stoney and Ms. Lambert

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

PUBLIC HEARING: SEP 26 2022 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 Virginia Transit Association Cooperation Agreement between the Virginia Transit Association and the City of Richmond, for the purpose of funding the City's proposed Richmond Redevelopment and Housing Authority Van-Share project to provide eligible Richmond Redevelopment and Housing Authority residents with flexible transportation for employment and associated childcare. The Virginia Transit Association

AYES: 7 NOES: 0 ABSTAIN: \_\_\_\_\_

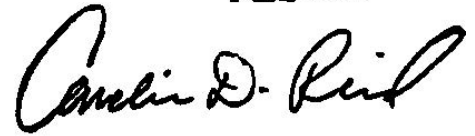
ADOPTED: SEP 26 2022 REJECTED: \_\_\_\_\_ STRICKEN: \_\_\_\_\_

Cooperation 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.

**A TRUE COPY:**

**TESTE:**

A handwritten signature in black ink, appearing to read "Carolin D. Rind". The signature is fluid and cursive, with a large initial 'C' and a long, sweeping tail.

**City Clerk**



# City of Richmond

## Intracity Correspondence

### O&R REQUEST

**DATE:** June 29, 2022

**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:** Robert Steidel, Deputy Chief Administrative Officer

**FROM:** Bobby Vincent Jr., Director of Public Works

**RE:** **ACCEPTANCE OF VIRGINIA TRANSIT ASSOCIATION TANF FARE-FREE GRANT IN THE AMOUNT OF \$279,000**

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

**PURPOSE:** To grant CAO authorization to execute a cooperative agreement with the Virginia Transit Association to receive "Zero Transit Fare for Working Families" grant funds in the amount of \$279,000 to support OETM's proposed RRHA Van-Share/Micro-Transit Project.

**REASON:** These grant funds will allow the Office of Equitable Transit and Mobility to implement a hybrid van-sharing/micro-transit pilot project to service TANF eligible RRHA residents needing additional connectivity to employment destination and associated child-care trips.

**RECOMMENDATION:** Authorize CAO to execute Cooperative Agreement with Virginia Transit Association.

**BACKGROUND:** The Office of Equitable Transit and Mobility in the City of Richmond has demonstrated that, through car-centric planning and a cascade of land-use and transportation policies over the last century, marginalized POC and low-income communities have been denied the same accessibility as those who can afford a personal vehicle. While one strategy to combat this inequity is increasing transit and multimodal access, it has become apparent that to fully access the same network as the wealthier residents of Richmond, RRHA residents need flexible access to a vehicle that can deviate from the fixed route transit lines and can reach further employment centers that are not accessible via biking and walking.

This program seeks to create a program to provide this access while still de-incentivizing SOV trips. The program will expose residents to the benefits of ride-sharing as a cost saving measure, as well as a way to reduce vehicle trips and meet personal environmental impact goals.

This pilot seeks to provide up to three (3) vans to RRHA communities in the City of Richmond. The trip origins will all be fixed RRHA facilities, while the destinations will be flexible (though they will be limited to employment destinations and related allowable child-care trips). This pilot would cover costs per trip for eligible rides (limited to TNAF eligible individuals and their dependents). The City will lease vans or a van-share service to provide these trips; the operating costs will include the cost to maintain and insure the vans and their users, provide fuel and, where appropriate, drivers for the vehicles. The total operating cost will be divided by trips per month and be billed to VTA on a per trip basis. It is envisioned that OETM and/or van-servicer staffed rider coordinators would serve as drivers to allow for the maximum use of the vans.

The purpose of this project is to demonstrate the feasibility of a subsidized van-share/micro-transit program for low-income Richmond residents. As many parts of the city, including vital living-wage employment destinations, are only accessible by personal vehicle, providing this service will help the City of Richmond meet equitable accessibility goals as well as trip reduction and environmental goals. This pilot will also demonstrate the willingness of low-income residents to use such a service, and will demonstrate willingness to cost-share for such a service in the long term. If successful, this could be deployed in the city at large in many other low-income areas.

**FISCAL IMPACT / COST:** There is no match associated with this grant.

**FISCAL IMPLICATIONS:** N/A

**BUDGET AMENDMENT NECESSARY:** None

**REVENUE TO CITY:** None

**DESIRED EFFECTIVE DATE:** Immediate upon adoption

**REQUESTED INTRODUCTION DATE:** July 25, 2022

**CITY COUNCIL PUBLIC HEARING DATE:** August 22, 2022

**REQUESTED AGENDA:** Consent Agenda

**RECOMMENDED COUNCIL COMMITTEE:** Land Use, Housing and Transportation Standing Committee Meeting on August 16, 2022.

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:** N/A

**AFFECTED AGENCIES:** Department of Public Works.

**RELATIONSHIP TO EXISTING ORD. OR RES.:** N/A

**REQUIRED CHANGES TO WORK PROGRAM(S):** None

**ATTACHMENTS:** (1) Virginia Transit Association Cooperation Agreement with City of Richmond, Office of Equitable Transit and Mobility. (2) Award letter from VTA stating intent to award.

**STAFF:** Dironna Moore Clarke, Office of Equitable Transit and Mobility

**VIRGINIA TRANSIT ASSOCIATION**

Cooperation Agreement with

**CITY OF RICHMOND, OFFICE OF EQUITABLE TRANSIT & MOBILITY**

**\$279,000**

**Zero Transit Fare for Working Families Grant Program**

This **AGREEMENT** made this 17th day of August, 2022, by and between **THE VIRGINIA TRANSIT ASSOCIATION ("VTA")** and the City of Richmond; Office of Equitable Transit & Mobility, (the "Subrecipient") (hereinafter each a "Party" and collectively the "Parties").

**WHEREAS**, VTA is to be the Grantee and recipient of the Virginia Temporary Assistance for Needy Families Block Grant funds ("TANF Grant") of up to \$500,000 from the Virginia Department of Social Services ("VDSS") to fund activities associated with VTA's Zero Transit Fare Grant Program ("VTA Grant Program"), and

**WHEREAS**, VTA has awarded the Subrecipient's "RRHA Van-Share Project" ("Project") a grant in the amount of \$279,000 for eligible expenses as outlined in the Program Guidelines and the Subrecipient accepted the award, and

**WHEREAS**, the VTA Grant Program requires that a Cooperation Agreement be entered into between VTA and the Subrecipient, which authorizes the Project and obligates the Subrecipient to reimburse VTA for any expenditures found by VTA or VDSS to be ineligible; and

**WHEREAS**, as part of the TANF Grant, VTA will enter into a Sole Source Agreement with VDSS (the "Grant Agreement") in which VTA will be identified as a Grantee of VDSS in the administration of the aforesaid Grant Agreement and the funding associated therewith; and

**WHEREAS**, the Subrecipient will be identified as a subrecipient of VTA in the administration of the aforesaid Grant Agreement and the funding associated therewith.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties agree as follows:

1. **Status.** VTA shall serve in the capacity of a pass-through entity for purposes of receiving TANF Grant Funds for the Project in an amount of up to Two Hundred Seventy-nine Thousand dollars. The Subrecipient shall be a sub-grantee to VTA, and shall comply with all statutory and program requirements throughout the implementation of the Project as specified in the Grant Agreement.

2. **Responsibility.** The Subrecipient agrees to be fully responsible for any and all



obligations, monetary or otherwise, arising on behalf of VTA as a result of VTA acting as the conduit for TANF Grant Funds.

3. **Reimbursement of Ineligible Expenditures.** Provided that the Subrecipient undertakes the Project and desires to utilize public funding made available under the TANF Grant, VTA and Subrecipient acknowledge and agree as follows:

- a. In the event that that any of the grant funding received by the Subrecipient under the Grant Agreement has been an ineligible expenditure for the Project in accordance with the grant terms, as may be determined by VDSS, subject to adjudication by a Court of competent jurisdiction in the City of Richmond, VTA shall be reimbursed the full amount of any such ineligible expenditure as follows:
  - i. In accordance with the terms of the Cooperation Agreement between VTA and Subrecipient, the Subrecipient shall be responsible for directly reimbursing VDSS for any ineligible Project expenditure.

4. **Administration.**

- a. VTA shall provide professional personnel for general administration of the Grant Agreement with VDSS. In connection with the general administration of the Grant Agreement, general administration will include:
  - i. Preparation and administration of required reports to VDSS.
  - ii. Submitting for reimbursement for grant funds to VDSS.
  - iii. Providing reimbursement to the Subrecipient for Project expenditures upon VDSS approval and payment to VTA.
  - iv. Maintaining grant files and accounting records for the TANF Grant.
  - v. All other compliance requirements that may be issued by VDSS.
- b. VTA and Subrecipient must promptly execute all documents, writings, or other instruments necessary for the efficient and effective administration of the Grant Agreement, subject to all legally necessary prerequisites Subrecipient for approval.
- c. As Subrecipient, to the extent permitted by law, the Subrecipient shall be subject to and satisfy all Project-related terms and conditions of the Grant that are detailed in the Grant Agreement, TANF Zero Transit Fare Program Guidelines, and the Subrecipient's grant application, attached hereto, to include but not limited to:
  - i. Verifying and documenting that the Project solely serves TANF eligible persons and/or individuals with a dependent child whose income is at or below 200% of the federal poverty level.
  - ii. Paying Project expenses directly and submitting for reimbursement through VTA on a monthly basis.
  - iii. Submitting monthly outcome reports in the form and content as required by VTA and VDSS. Outcome reports will accompany the Subrecipient's monthly reimbursement requests, both due to VTA by the 7<sup>th</sup> calendar day of each month following a reporting period. The Subrecipient will also provide to VTA supplemental information relevant to programmatic progress upon request for VTA's own state-mandated

quarterly progress reports. VTA will request any supplemental information in a timely fashion so as to submit its quarterly progress reports to VDSS no later than August 15th, November 15th, February 15th, and May 15th of each year.

- iv. Maintaining full and accurate records with respect to the Project, including but not limited to TANF eligibility screening, transit ridership outcome reporting, and Project expenditures.
- d. Any modifications or amendments to the Project will be subject to prior written approval of VTA, the Subrecipient, and VDSS.
- e. To the extent permitted by law, the Subrecipient shall cause its contractors in any contracts related to the Project to comply with the terms and conditions of the Grant Agreement and all applicable laws governing the Project, including, but not limited to, requirements relating to the payment of prevailing wages, bonding, and insurance.

All payments and other performances by Subrecipient under this Agreement are subject to appropriations by the City Council of the City of Richmond, Virginia.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND HEREBY, the Parties hereto by their duly authorized representatives, have executed this Agreement as of the day and year first above written.

ATTEST:



VIRGINIA TRANSIT ASSOCIATION

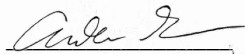
  
NAME

City of Richmond

ATTEST:

\_\_\_\_\_

Approved as to form:



Andrew A. Gore  
Assistant City Attorney

\_\_\_\_\_  
NAME



April 29, 2022

Kelli Rowan-Transit Planning and Mobility Program Manager  
Dironna Moore Clarke, Administrator OETM  
City of Richmond  
1500 E. Franklin Street  
Richmond, VA 23219

Dear Kelli and Dironna:

On behalf of the Virginia Transit Association (VTA), I am pleased to inform you that your Fiscal Year 2022-2023 Zero Transit Fare for Working Families Grant Program application has been approved. Your project has been awarded a grant in the amount of \$279,000 to fund project activities specific to public van pool services. The grant award is contingent on the approval by the Virginia Department of Social Services (VDSS) and full execution of a Sole Source Agreement between VDSS and VTA.

Should Richmond OETM (Sub-Recipient) wish to accept the grant and proceed with the Project, you will be asked to provide VTA with a formal grant acceptance letter as well as a signed Cooperative Agreement. Please be advised that reasonable administrative expenses, such as staff time to prepare monthly requests for reimbursement and quarterly status reports, are eligible as well as community educational outreach about the existence and benefits of the program. Additional costs including commercial advertising, office space, and electronic office supplies such as printers and computers are not eligible for funding. The monthly grant reimbursement request award is contingent on VTA's review and approval.

To complete the agreement, VTA requests that in addition to the formal grant acceptance letter, the Cooperation Agreement be signed and returned immediately so that the application can be expedited. This will obligate the grant funding to the Project before the start of the FY23 fiscal year. This Cooperation Agreement outlines roles and responsibilities and key program requirements mutually agreed to by VTA and the Sub-Recipient. Once received, please complete the signature process within two weeks.

### **PROGRAM REQUIREMENTS**

Please refer to the Zero Transit Fare for Working Families Grant Program Guidelines (available at <https://vatransit.com/TANFGrant>) for a list of the program requirements.

- **Project Eligibility:** All projects must solely serve TANF eligible persons and/or individuals with a dependent child whose income is at or below 200% of the federal poverty level, and subrecipients must be able to document and verify TANF and income eligibility.
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- **Reimbursement:** The Zero Transit Fare grant program is a reimbursement program. As a subrecipient to VTA, you will be required to pay expenses directly and then submit a request for reimbursement through VTA on a monthly basis. Please note that no funds for which reimbursement will be requested can be expended prior to full execution of a Sole Source Agreement between VTA and VDSS.
- **Outcome Reporting; Quarterly Status Reports:** The subrecipient will submit a monthly outcome report along with the monthly reimbursement request. In addition, the subrecipient shall submit quarterly supplemental information relevant to programmatic progress for inclusion in VTA's state-mandated quarterly progress reports. This information will inform VTA's quarterly reports due no later than August 15, November 15, February 15, and May 15. Reports will contain detailed descriptions of program activities and outcomes.
- **Project Records:** The subrecipient must maintain full and accurate records with respect to the project, including but not limited to TANF eligibility screening and transit ridership.

Thank you for your work in public transit and for advancing your project through the ZeroTransit Fare for Working Families Grant Program. We look forward to seeing your project implemented.

Should you have any questions, please contact me by phone at (804) 643-1166 or by email at [TANFgrant@vatransit.com](mailto:TANFgrant@vatransit.com). Laura Kitchin Greenleaf, TANF Grant Coordinator, and I will schedule an orientation for you and other subrecipients before FY23 begins in July.

Sincerely,

A handwritten signature in black ink that reads "Lisa M. Guthrie". The signature is fluid and cursive, with the first name "Lisa" being the most prominent.

Lisa Guthrie  
Executive Director