

INTRODUCED: June 13, 2022

AN ORDINANCE No. 2022-196

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Fulton Montessori Grant Contract between the City of Richmond and Fulton Montessori School for the purpose of expanding the Fulton Montessori School’s child care and preschool programs.

Patrons – Mayor Stoney and Ms. Lynch

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JUL 25 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 Fulton Montessori Grant Contract between the City of Richmond and Fulton Montessori School for the purpose of expanding the Fulton Montessori School’s child care and preschool programs. The Fulton Montessori 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:
Carolin D. Reed
City Clerk

AYES: 8 NOES: 0 ABSTAIN: _____

ADOPTED: JUL 25 2022 REJECTED: _____ STRICKEN: _____



City of Richmond

Intracity Correspondence

O&R REQUEST

DATE: May 27, 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: 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: Eva Colen, Office of Children and Families 

RE: ARPA Contract with Fulton Montessori School

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer to execute grant contracts between the City of Richmond and Fulton Montessori School for the purpose of expanding their child care and preschool programs.

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 \$2,000,000 allocated to the Child Care and Family Supports category.

This grant contract establishes the working agreement between the City and Fulton Montessori School regarding the use of \$64,500 of the funds in the Child Care and Family Support category.

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 for Child Care and Family Supports.

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: N/A

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: June 13, 2022

CITY COUNCIL PUBLIC HEARING DATE: June 27, 2022

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: Eva Colen, Office of Children and Families, 804-646-5454

FULTON MONTESSORI GRANT CONTRACT

THIS GRANT CONTRACT is made this ___ day of ___, 2022 between the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City"), and Fulton Montessori School, a Virginia 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. <INSERT ORDINANCE NUMBER> adopted <INSERT DATE OF ADOPTION>, funds in the amount of \$64,500 derived from a portion of the City’s allocation of Coronavirus State and Local Fiscal Recovery Funds established under the American Rescue Plan Act of 2021 (“ARPA”) (the "*Grant Funds*") have been appropriated for a gift to the Recipient in the City's 2022 Fiscal Year Non-Departmental Budget.

- C. Ordinance No. <INSERT ORDINANCE NUMBER> adopted <INSERT DATE OF ADOPTION> further authorizes the City to enter into this grant contract specifying the parameters of the Child Care and Preschool Stabilization/Expansion agreement to the City’s disbursement of the Grant Funds to the Recipient.

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 and Manager, 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:

Sinuda Kapalczynski
School Director
Fulton Montessori School
1637 Williamsburg Road, Richmond, VA 23231
1620 Williamsburg Road, Richmond VA 23231
info@fultonmontessori.com
804-893-7244

- 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 stabilization and expansion of its child care and preschool programs located at 1620 Williamsburg Road.

The Recipient shall:

- A. Stabilize operations by strengthening staff recruitment and offering hiring and retention bonuses
- B. Perform capital improvements upon existing classroom spaces to increase enrollment capacity from 50 to 75 students
- C. Provide Montessori professional development to current and new staff

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 administer the Fund in accordance with the parameters 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 an annual report no later than December 1, 2022 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. Anecdotal evidence, stories, or testimony pertaining to each activity.
 - 2. Key performance indicators identified by the Recipient and any mandated performance indicators identified by 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.
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.

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, 2024 unless both parties agree to renew the Contract.

Effective as of the date first written above.

RECIPIENT:

CITY:

By: _____
Sinuda Kapalczynski, School Director, Fulton Montessori School

By: _____

Date: _____

APPROVED AS TO FORM:


Deputy City Attorney