

INTRODUCED: September 12, 2022

AN ORDINANCE No. 2022-247

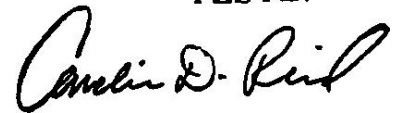
To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a YMCA of Greater Richmond grant contract between the City of Richmond and the Young Men's Christian Association of Greater Richmond, for the purpose of operating after-school childcare programs at two preschool centers administered by the School Board of the City of Richmond during the 2022-2023 school year.

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

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

PUBLIC HEARING: SEP 26 2022 AT 6 P.M.

**A TRUE COPY:  
TESTE:**



**City Clerk**

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 YMCA of Greater Richmond grant contract between the City of Richmond and the Young Men's Christian Association of Greater Richmond, for the purpose of operating after-school childcare programs at two preschool centers administered by the School Board of the City of Richmond during the 2022-2023 school year. The YMCA of Greater Richmond 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.

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

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



# City of Richmond

## Intracity Correspondence

### O&R REQUEST

**DATE:** August 8, 2022

**EDITION:** 1

**TO:** The Honorable Members of City Council

**THROUGH:** The Honorable Levar M. Stoney, Mayor

Handwritten signature of Levar M. Stoney in black ink.

**THROUGH:** J.E. Lincoln Saunders, Chief Administrative Officer

Handwritten signature of J.E. Lincoln Saunders in black ink.

**THROUGH:** Sabrina Joy-Hogg, Deputy Chief Administrative Officer for Finance and Administration

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

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

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**THROUGH:** Reginald E. Gordon, Deputy Chief Administrative Officer for Human Services

Handwritten signature of Reginald E. Gordon in black ink.

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

Handwritten signature of Eva Colen in blue ink.

**RE:** ARPA Contract with YMCA of Greater Richmond

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

**PURPOSE:** To authorize the Chief Administrative Officer to execute a grant contract between the City of Richmond and the Young Men's Christian Association (YMCA) of Greater Richmond for the purpose of operating afterschool child care programs at two Richmond Public Schools pre-school centers during School Year 2022-2023.

**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.

These grant contract establishes the working agreement between the City and the YMCA of Greater Richmond regarding the use of \$75,000 of the funds in the Child Care and Family Support category.

During School Year 2022-2023, all RPS elementary schools will have afterschool programming provided either by the City's Department of Parks, Recreation and Community Facilities or the YMCA of Greater Richmond. Historically, neither organization included preschool centers in their Richmond afterschool programming.

Given the significant burden on working families to have the preschool day end at 1:45 PM, the City's Office of Children and Families asked existing afterschool partners if they would be willing to take on preschool in addition to their other offerings. The YMCA offered to pilot an RPS preschool aftercare program at two RPS preschool centers. Should this grant contract be approved by City Council, the City of Richmond will join the Robins Foundation to fund this pilot program, which will provide high-quality child care and early learning programming to 3- and 4-year olds enrolled in RPS Preschool from the end of the school day until 6pm.

YMCA of Greater Richmond has a long history of providing elementary afterschool programming in Richmond and has also provided before- and afterschool care to Chesterfield County Public Schools preschoolers for the last several years. They will be fully licensed by the Virginia Department of Education (the state agency now responsible for child care licensing) before they begin serving RPS preschool families.

**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:** September 6, 2022

**CITY COUNCIL PUBLIC HEARING DATE:** September 12, 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

## YMCA OF GREATER RICHMOND

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 Young Men's Christian Association of Greater Richmond, 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. 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 \$75,000 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 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:

Jessica Thorne Jones  
Director of Grants

YMCA of Greater Richmond  
2 W. Franklin Street  
Richmond, Virginia 23220  
jonesj@ymcarichmond.org  
804-840-5970

- 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 operate afterschool child care programs at two Richmond Public School (RPS) preschool centers during School Year 2022-2023.

The Recipient shall:

- A. Hire appropriate numbers of qualified staff to meet state ratio requirements;
- B. Provide programming from the end of the RPS preschool day until 6:00pm; and
- C. Track enrollment and attendance data.

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. This section 11 will survive expiration of this Contract.

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:**

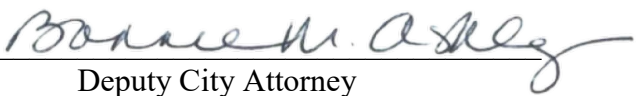
**CITY:**

By: \_\_\_\_\_  
Abby Farris Rogers, Chief Executive Officer  
YMCA of Greater Richmond

By: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

  
Deputy City Attorney