

INTRODUCED: January 27, 2025

AN ORDINANCE No. 2025-027

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the amount of \$371,232.00 from the Virginia Transit Association and to appropriate the increase to the Fiscal Year 2024-2025 Special Fund Budget by increasing estimated revenues and the amount appropriated to the Department of Public Works' Shared Mobility Special fund by \$371,232.00 for the purpose of funding a Free Rides to Work program.

Patron – Mayor Avula

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: FEB 24 2025 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 accept funds in the amount of \$371,232.00 from the Virginia Tranist Association for the purpose of funding a Free Rides to Work program.

§ 2. That Article I, Section 2 of Ordinance No. 2024-099, adopted May 13, 2024, which adopted a Special Fund Budget for the fiscal year commencing July 1, 2024, and ending June 30, 2025, and made appropriations pursuant thereto, be and is hereby amended by increasing

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

estimated revenues and the amount appropriated to the Department of Public Works Shared Mobility Fund by \$371,232.00 for the purpose of funding a Free Rides to Work Program.

§3. This ordinance shall be in force and effect upon adoption.

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-2024-1536

File ID: Admin-2024-1536

Type: Request for Ordinance or Resolution

Status: Regular Agenda

Version: 1

Reference:

In Control: City Clerk

Department:

File Created: 12/13/2024

Subject:

Final Action:

Title: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER TO AMEND THE FISCAL YEAR 2024-2025 SPECIAL FUND BUDGET BY INCREASING ESTIMATED REVENUES AND THE AMOUNT APPROPRIATED TO THE DEPARTMENT OF PUBLIC WORKS SHARED MO-BILITY SPECIAL FUND BY \$371,232.00 FOR THE PURPOSE OF FUNDING RICHMOND’S FREE RIDE TO WORK PROGRAM.

Internal Notes:

Agenda Date: 01/27/2025

Patron(s):

Enactment Date:

Attachments: Admin-2024-1536 AATF - WD Free Rides to Work Budget Amendment AATF, Admin-2024-1536 FY25 Award Letter_Richmond OETM, Admin-2024-1536 - Virginia Transit Association Cooperation Agreement

Enactment Number:

Contact:

Introduction Date:

Drafter: Dironna.Clarke@rva.gov

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/18/2024	Dironna Clarke	Approve	12/20/2024
1	2	12/18/2024	Bobby Vincent	Approve	12/20/2024
1	3	12/18/2024	Robert Steidel	Disapprove	12/20/2024
Notes: You need to route this through Sabrina.					
1	4	1/14/2025	Meghan Brown	Approve	1/16/2025
1	5	1/14/2025	Sheila White	Approve	1/16/2025
1	7	1/15/2025	Jeff Gray	Approve	1/16/2025
1	9	1/16/2025	Sabrina Joy-Hogg	Approve	1/17/2025
1	11	1/17/2025	Mayor Avula	Approve	1/20/2025

PURPOSE: Authorizing the City Administration to increase to Special Fund (02915 Cost Center) for the Department of Public Works Shared Mobility Program by \$371,232.00.

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 and other low-income 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 will continue 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.

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 program also demonstrates 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 success continues, this program could be deployed in the city at large in many other low-income areas.

COMMUNITY ENGAGEMENT: The Office of Equitable Transit and Mobility engaged the public in an intensive, equity-focused, planning process from Spring 2021 to Winter 2024 while completing the Path to Equity: *Policy Guide for Richmond Connects* and the Richmond Connects Strategic and Action Plans. During that time, 6 rounds of engagement and community feedback were completed. Through community pop-ups, paid focus groups, neighborhood events, canvassing, social media, telephone town halls, online surveys, and email blasts, the team touched over 20,000 Richmonders in some way during the process. In the last round of engagement alone, over 8,000 Richmonders completed a survey to indicate which projects were the most pressing for their neighborhood; and more than 10,000 surveys were collected and analyzed throughout the Path to Equity and Richmond Connects processes. Deliberate, intentional actions were undertaken to ensure representation from marginalized communities; this included providing compensation for participation, deliberate multimedia accessibility and language simplification, consistent community-based and community-located events, and a ‘titles-left-at-the-door’ mantra. Hundreds of hours were spent having conversations with Richmonders who have been left out of previous planning processes. Throughout this process, the team also consulted at key milestones with an Advisory Committee and Steering committee comprised of city leaders, staff experts across various departments, regional and community planning partners, advocacy groups, business and real estate groups, and paid citizen ambassadors.

Starting with the [*Path to Equity: Policy Guide for Richmond Connects*](#)

<https://rva.gov/public-works/pathtoequity>, the community defined policy statements, called Equity Factors, that articulated transportation’s role in making Richmond equitable. This work built off the engagement done as part of the Mayor’s Equity Agenda, and was also rooted in the engagement that occurred during the development of the master plan, Richmond 300: *A Guide for Growth* as well as during the RVAgreen2050 plan. This first step of the planning process also laid out three guiding principles. One read, “Listen more than you talk: Ensure outreach is equitable, community-based, accessible to all, begins early in the process, and that communities are given decision-making power.”

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: The Free Rides to Work project conforms to the Equitable Transportation Vision set forth in the Richmond 300 master plan by expanding and improving walking and biking infrastructure. No other governmental agency approval is required for the Ordinance approving the Standard Project Agreement.

FISCAL IMPACT: The total amount of the grant award is \$371,232.00. The Office of Equitable Transit and Mobility will use the funding for assistance for the Free Rides to Work program. There is no cash match requirement.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: January 27, 2025

CITY COUNCIL PUBLIC HEARING DATE: February 24, 2025

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development Standing Committee

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None.

AFFECTED AGENCIES: Department of Public Works.

RELATIONSHIP TO EXISTING ORD. OR RES.: Amends ORD. 2024-099

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 x3074; Brandon King, Office of Equitable Transit and Mobility

May 30, 2024

Dironna Moore Clarke
Deputy Director OETM/DPW City of Richmond
City of Richmond
1500 E. Franklin Street
Richmond, VA 23219

Dear Dironna:

On behalf of the Virginia Transit Association (VTA), I am pleased to inform you that your Fiscal Year 2025 Zero Transit Fare for Working Families Grant Program application has been approved. Your project has been awarded a grant in the amount of \$371,232 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 Office of Equitable Transit and Mobility (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 FY24 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.
 - **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.
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- **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 Zero Transit 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. Laura Kitchin Greenleaf, TANF Grant Coordinator, will schedule an orientation for you and other subrecipients before FY 2025 begins in July.

Sincerely,

A handwritten signature in black ink, appearing to read "Danny Plaucher". The signature is fluid and cursive, with a large initial "D" and a long, sweeping underline.

Danny Plaucher
Executive Director

VIRGINIA TRANSIT ASSOCIATION

Cooperation Agreement with

CITY OF RICHMOND, OFFICE OF EQUITABLE TRANSIT & MOBILITY

\$371,232.00

Zero Transit Fare for Working Families Grant Program

FY 2025

This **AGREEMENT** made this 30 day of May 2024, 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 \$371,232.00 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 7th 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:

Keely E. Ely

VIRGINIA TRANSIT ASSOCIATION

James R. ... 5/30/24, Exec. Dir.
NAME

City of Richmond

ATTEST:

NAME

Approved As To Form

[Signature]

Assistant City Attorney