

INTRODUCED: October 15, 2024

AN ORDINANCE No. 2024-269

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Capital Region Land Conservancy Grant Contract between the City of Richmond and Capital Region Land Conservancy, Inc. for the purpose of providing a grant to Capital Region Land Conservancy, Inc. for the acquisition and transfer of real property to the City of Richmond.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: NOV 12 2024 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 Capital Region Land Conservancy Grant Contract between the City of Richmond and Capital Region Land Conservancy, Inc. for the purpose of providing a grant to Capital Region Land Conservancy, Inc. for the acquisition and transfer of real property to the City of Richmond. The Capital Region Land Conservancy 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.

AYES: 8 NOES: 0 ABSTAIN: _____

ADOPTED: NOV 12 2024 REJECTED: _____ STRICKEN: _____



City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

Master

File Number: Admin-2024-1310

File ID: Admin-2024-1310

Type: Request for Ordinance or Resolution

Status: Regular Agenda

Version: 1

Reference:

In Control: City Clerk Waiting Room

Department:

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File Created: 10/09/2024

Subject:

Final Action:

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Patron(s):

Enactment Date:

Attachments: Admin-2024-1310 CRLC ARPA Grant Contract AATF, Admin-2024-1310 AATF - O&R CRLC ARPA Grant Contract

Enactment Number:

Contact:

Introduction Date:

Drafter: Wanda.Marable@richmondgov.com

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/10/2024	Chris Frelke	Approve	10/14/2024
1	2	10/10/2024	Traci DeShazor - FYI	Notified - FYI	
1	3	10/10/2024	Meghan Brown	Approve	10/14/2024
1	4	10/11/2024	Sheila White	Approve	10/14/2024
1	5	10/11/2024	Sabrina Joy-Hogg	Approve	10/15/2024
1	6	10/11/2024	Jeff Gray	Approve	10/15/2024
1	7	10/11/2024	Lincoln Saunders	Approve	10/15/2024
1	8	10/11/2024	Mayor Stoney	Approve	10/15/2024

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File Admin-2024-1310

City of Richmond

Intracity Correspondence

O&R Transmittal

DATE: October 2, 2024

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: Lincoln Saunders, Chief Administrative Officer

THROUGH: Sabrina Joy-Hogg, DCAO for Finance and Administration

THROUGH: Sheila White, Director of Finance

THROUGH: Meghan Brown, Director of Budget & Strategic Planning

FROM: Christopher E. Frelke, Director of Parks, Recreation & Community Facilities

RE: Approval of grant agreement with Capital Region Land Conservancy.

ORD. OR RES. No.

PURPOSE: To approve the Grant Agreement between the City of Richmond and Capital Region Land Conservancy, Inc., and to authorize the Chief Administrative Officer to execute the Grant Contract between the City of Richmond and Capital Region Land Conservancy, Inc., to complete due diligence and acquire real property and transfer property to the City.

BACKGROUND: The Department of Parks, Recreation and Community Facilities (PRCF) was awarded \$1,500,000 through the American Rescue Plan Act (ARPA) to allow property acquisition for new Southside Parks to increase 10-minute walk access to residents of Southside Richmond. PRCF is awarding the remaining funds of \$1,321,151.23 to Capital Region Land Conservancy to continue to acquire real property as described in the attached Grant Agreement.

COMMUNITY ENGAGEMENT: N/A.

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: Equity Agenda, Mayor's Green Team Initiative

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: Finance Department

FISCAL IMPACT / COST: No negative impact. Approval and execution of the Grant Agreement will allow the ARPA funds totaling \$1,321,151.23 to be encumbered and permit continuation of park acquisition in Southside Richmond.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: October 15, 2024

CITY COUNCIL PUBLIC HEARING DATE: November 12, 2024

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation Standing Committee (October 22, 2024)

AFFECTED AGENCIES: PRCF

RELATIONSHIP TO EXISTING ORD. OR RES.: Ord. No. 2021-291

ATTACHMENTS: Attachment A - Grant Agreement

STAFF: Christopher Frelke, Director, PRCF - (804) 646-1128
Nissa Richardson, Deputy Director, PRCF - (804) 646-5619
Daniel Hazlett, Senior Management Analyst, PRCF - (804) 646-7506

CAPITAL REGION LAND CONSERVANCY GRANT CONTRACT

THIS GRANT CONTRACT is made this __ day of __, 2024 between the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City"), and Capital Region Land Conservancy, Inc., 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 and Section 15.2-953(B)(vi) authorizes the City to make gifts and donations to any nonprofit association or organization furnishing services to beautify and maintain communities or to prevent neighborhood deterioration.
- 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. 2024-__ adopted ____, 2024 further authorizes the City to enter into this grant contract providing grant funds in the amount of \$1,320,000.00 ("Grant Funds") 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:
Ryan Rinn, Capital Projects Planner
Parks, Recreation and Community Facilities
900 E. Broad Street, Richmond, Virginia 23219
ryan.rinn@rva.gov
804.646.4347

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:
Parker C. Agelasto
Executive Director
Capital Region Land Conservancy
P.O. Box 17306
Richmond, VA 23226

Parker@capitalregionland.org
202.302.0153

- 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 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. If the Recipient has not fulfilled the requirements set forth in Section 3 below, it shall return to the City all of the Grant Funds not so expended within 30 days. This Section 2 will survive expiration of this Contract. In no event will failure of the City Council of the City of Richmond to authorize any transaction contemplated herein be considered a default by Recipient or obligate Recipient to return and Grant Funds to the City.
 - C. If the Recipient has not expended any part of the Grant Funds after all of the requirements set forth in Section 3 below are met, the Recipient shall certify in writing to the City's Chief Administrative Officer that all of the requirements set forth in Section 3 have been fulfilled and the specific amount of the Grant Funds that the Recipient has not expended. If the City's Chief Administrative Officer agrees in writing that all of the requirements set forth in Section 3 have been fulfilled, the Recipient may use the remaining portion of the Grant Funds for any lawful purpose.
- 3. Scope of Services.** In consideration of the City's grant of the Grant Funds to the Recipient, the Recipient shall:

- A. Acquire real property and submit documents sufficient for City review and Council action in order to complete any transfer of such real property by deed to the City no later than December 31, 2026 for the purpose of achieving the goal of all Richmonders having a park or open space within a ten minute walk from their homes. In the course of such acquisition, Recipient shall:
 - i. Perform due diligence to include but not be limited to conducting or causing to be conducted: title examinations; ALTA surveys; environmental assessments; tree inventories; baseline documentation reports; and platting, boundary adjustment, and subdivision where necessary. Recipient may place conservation easements on the real property it acquires or may place deed restrictions requiring use of the real property for its intended purpose, as the parties may agree. For each property acquired by Recipient, Recipient shall obtain the City's approval of the due diligence to be performed, of any conservation easement to be placed on the property, and of any deed restrictions.

- ii. Obtain written authorization, in the form of a non-binding Letter of Intent describing the proposed terms, executed by the Recipient and the City’s Director of Parks, Recreation, and Community Facilities prior to making any offer to acquire any particular property.
 - iii. Attend quarterly meetings with the City to review progress on the acquisitions and to assist in identifying properties to be acquired by using criteria set forth in the “City of Richmond Mayor’s Green Team Land Identification Group Initial Report May 2020” and the final determination of which properties are to be acquired will be made by the City’s Director of Parks, Recreation, and Community Facilities.
 - B. Transfer the following properties to the City upon terms and in a manner acceptable to the City: 3600 Warwick Road, Tax Map Parcel No. C0090743051; 3601 Warwick Road, Tax Map Parcel No. C0090844068; 1401 Brander Street, Tax Map Parcel No. S0070191020; 2024 Westover Hills Boulevard, Tax Map Parcel S0060093016. In light of the conservation values and covenants stated herein and specific to each property, the City and Recipient desire to record a deed of easement concurrently with the transfer of these aforementioned properties in order to protect the conservation values of the properties.
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 perform the Scope of Services 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 bi-weekly updates in a manner reasonably acceptable to the parties on prospective properties to acquire and status updates on other grant related activities as described in Section 3.
 - C. Provide a status report in a manner reasonably acceptable to the parties no later than April 1, 2025 and no later than the first day of each quarter thereafter, throughout the term of this Contract, providing a narrative description of each activity included in the Scope of Services along with other information as may be reasonably available upon request subject to and in compliance with all applicable federal, state, and local laws, rules and regulations, including but not limited to grant reporting guidance from the U.S. Department of Treasury for the American Rescue Plan Act.
 - 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 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. **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.

9. **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) and 15.2-953(B)(vi) 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.

10. **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.

11. **Contract Expiration.** This Contract will expire on January 1, 2027.

Effective as of the date first written above.

RECIPIENT:

By: _____
 Parker C. Agelasto
 Executive Director
 Capital Region Land Conservancy

CITY:

By: _____
 J. E. Lincoln Saunders
 Chief Administrative Officer

Date: _____

APPROVED AS TO FORM:

Bonnie M. Ashby
 Deputy City Attorney