

INTRODUCED: April 28, 2025

AN ORDINANCE No. 2025-089

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an International Rescue Committee Grant Contract between the City of Richmond and the International Rescue Committee, Inc. for the purpose of funding a youth development program for newcomer high school students enrolled in the school division administered by the School Board of the City of Richmond.

Patron – Mayor Avula

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: MAY 12 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 execute an International Rescue Committee Grant Contract between the City of Richmond and International Rescue Committee, Inc. for the purpose of funding a youth development program for newcomer high school students enrolled in the school division administered by the School Board of the City of Richmond. Such International Rescue Committee 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: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

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

City of Richmond
Intracity Correspondence
O&R REQUEST

DATE: January 13, 2025

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Danny T.K. Avula, Mayor

THROUGH: Sabrina Joy-Hogg, Interim Chief Administrative Officer

THROUGH: Sheila White, Director of Finance

THROUGH: Meghan Brown, Director of Budget and Strategic Planning

THROUGH: Traci Deshazor, Deputy Chief Administrative Officer for Human Services

FROM: Eva Colen, Office of Children and Families

RE: FY25 Grant from Children's Fund to International Rescue Commission

PURPOSE: To authorize the Chief Administrative Officer to execute a grant contract between the City of Richmond and the International Rescue Commission ("IRC") for the purpose of operating a positive youth development program for newcomer high school students enrolled in Richmond Public Schools

BACKGROUND: The International Rescue Committee ("IRC") provides opportunities for refugees to thrive in the United States. IRC Richmond operates programs designed to help refugees settling in Richmond thrive by promoting school attendance and academic success through youth programs, providing job training, connecting families to medical care, and other activities that allow refugees to rebuild their lives and regain control of their future in their new home.

IRC Richmond programs include:

- Resettlement
- Employment Services
- Education and Integration
- Health Navigation

Through its work with refugee resettlement in Richmond, IRC has built relationships with RPS and other local school divisions. In School Year 2023-24, IRC piloted its "Youth Futures" program at J.R. Tucker High School. This grant contract will award IRC \$25,000 to bring the program to refugee students enrolled in RPS. Programming includes:

- Weekly social-emotional and leadership programming focused on academic achievement, school engagement, and postsecondary success
- Weekly tutoring and homework help
- Tours of local colleges
- Job/resume workshops and career fairs
- Field trips including hiking, art experiences, city scavenger hunts, and river clean-up

IRC Richmond will continue its partnership with Richmond Public Schools to identify and recruit refugee students, with a particular focus on students who are not participating in other programming.

The proposed grant contract is aligned with the City’s priorities to make quality out-of-school time programs available to all Richmond children and to promote positive youth development as a protective factor against youth and community violence. It also addresses an unmet need for programming that is accessible to refugee youth who face cultural and language barriers to participating in other out-of-school time programs.

FISCAL IMPACT: This will reduce the “Reserve for Children’s Fund” line item in the Fiscal Year 2025 Non-Departmental budget in the amount of \$25,000.00. This will authorize an expenditure from the “Reserve for Children’s Fund” line item in the Fiscal Year 2025 Non-Departmental budget in the amount of \$25,000.00

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: April 28, 2025

CITY COUNCIL PUBLIC HEARING DATE: May 12, 2025

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Education and Human Services Standing Committee

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORD. OR RES.: Ord. No. 2024-099

ATTACHMENTS: Grant contract

STAFF: Eva Colen, Office of Children and Families, x5454, Eva.Colen@rva.gov

INTERNATIONAL RESCUE COMMITTEE GRANT CONTRACT

THIS GRANT CONTRACT is made this ____ day of ____, 2025 between the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City"), and the International Rescue Committee, Inc. , a nonstock 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. 2024-099, the City Council of Richmond, Virginia adopted the General Fund Budget for the fiscal year commencing July 1, 2024 and ending June 30, 2025 and appropriated funds in the amount of \$155,000.00 to the “Reserve for Children’s Fund (Early Childhood, Positive Youth Development, Postsecondary Success)” line item in the Non-Departmental agency budget.
- C. Ordinance No. <INSERT ORDINANCE NUMBER> adopted <INSERT DATE OF ADOPTION> further authorizes the City to enter into this Grant Contract providing \$25,000.00 from the Non-Departmental budget (“Grant Funds”) to the Recipient for the purpose of operating Youth Futures (“Program”), a positive youth development program for Richmond Public Schools (“RPS”) newcomer high school students.

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:

Justin Gandy
Executive Director, IRC Virginia
International Rescue Committee, Inc.

2004 Bremo Rd, Suite 200
justin.gandy@rescue.org
(804) 308-9144

- 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 payment due within 30 days or soon as possible following a full execution of this Contract and the receipt of an invoice.
- B. The Recipient shall return to the City all of the Grant Funds received by the Recipient if the requirements set forth in section 3 below are not fulfilled. This Section 2(B) will survive expiration of this Contract.

3. **Scope of Services.** In consideration of the City's grant of the Grant Funds to the Recipient, the Recipient shall operate the Program by:

- A. Recruit and enroll RPS high school students into the Program;
- B. Ensure food and transportation are provided to participating students as needed;
- C. Scheduling and administering weekly leadership development experiences that enhance the academic and social-emotional learning of immigrant and refugee students;
- D. Communicating and engaging with participant caregivers and families;
- E. Coordinating field trips, college visits, and community service activities for participants; and
- F. Tracking, evaluating, and reporting on participant progress toward academic and social-emotional learning goals.

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 Grant Funds in accordance with Section 3 of this Agreement?

5. **Reporting.** The Recipient shall furnish the City's point of contact with a written report on its use of the Grant Funds by August 15, 2025.

6. **Release, Indemnity, and Insurance.**

- A. **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.
- B. **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)
- 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.
- C. **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.

7. **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.

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) 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.
 - C. The Recipient possesses a lease, license, memorandum of understanding, or other contract or legal right allowing Recipient's use of space at the schools listed in Section 3, which schools are operated by the School Board of the City of Richmond, Virginia, for the purposes of this Contract.
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.
11. **Record Retention.** The Grantee agrees to maintain all financial records, books, and relevant supporting documentation related to this grant for a period of not less than five (5) years from the expiration or earlier termination of this agreement, or for such time as otherwise required by law, whichever is longer. These records shall be maintained in accordance with generally accepted accounting principles (GAAP) and be readily available for inspection and audit by authorized representatives of the City of Richmond upon written request. Such records shall be maintained locally or deliverable at the Grantee's expense to a location in the metropolitan Richmond area.

SIGNATURES ON FOLLOWING PAGE

Effective as of the date first written above.

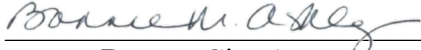
RECIPIENT:

By: _____
Justin Gandy
Executive Director

CITY:

By: _____
Sabrina Joy-Hogg
Interim Chief Administrative Officer

APPROVED AS TO FORM:

 _____ 03/11/2025
Deputy City Attorney Date