INTRODUCED: June 13, 2022

AN ORDINANCE No. 2022-197

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Memorandum of Understanding between Richmond Public Schools and the City of Richmond for the purpose of facilitating the use of the City's public schools by the City's Department of Parks, Recreation, and Community Facilities.

Patrons – Mayor Stoney, Ms. Jordan, Ms. Lynch and Ms. Lambert

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:

- That the Chief Administrative Officer, for and on behalf of the City of Richmond, § 1. be and is hereby authorized to execute a Memorandum of Understanding between Richmond Public Schools and the City of Richmond for the purpose of facilitating the use of the City's public schools by the City's Department of Parks, Recreation, and Community Facilities. The Memorandum of Understanding shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance. Camelia D. Rich
 - § 2. This ordinance shall be in force and effect upon adoption.

AYES:	3	NOES:	0	ABSTAIN:	n cycl K
ADOPTED:	JUL 25 2022	REJECTED:		STRICKEN:	

2022-133



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

O&R REQUEST

DATE:

April 11, 2022

EDITION

1

TO:

The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: Lincoln Sanders, Chief Administrative Officer

THROUGH: Sabrina Joy-Hogg, Deputy Chief Administrative Officer for Finance &

Administration Sabrina Joy-Hogg

THROUGH: Sheila White, Director of Finance Sheila White

THROUGH: Jason May, Director of Budget and Strategic Planning

Jason May

THROUGH: Reginald E. Gordon, Deputy Chief Administrative Officer-HS

FROM:

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

RE:

To Authorize the Chief Administrative Officer to enter into an agreement governing the use of Richmond Public Schools facilities for programs and activities sponsored by the City Department of Parks, Recreation & Community

Facilities.

ORD. OR RES. No.

PURPOSE: To request the adoption of an ordinance authorizing the CAO to enter into an agreement with Richmond Public Schools in furtherance of Ordinance No. 2019-266, adopted October 14, 2019, for the purpose of facilitating the use of the City's public schools and properties by the Department of Parks, Recreation and Community Facilities.

REASON: The City Department of Parks, Recreation and Community Facilities and Richmond Public Schools recognize the benefits to the community of entering into a partnership for the Department of Parks, Recreation and Community Facilities' (PRCF) use of Richmond Public Schools (RPS) facilities.

RECOMMENDATION: The City Administration recommends adoption of this ordinance.

BACKGROUND: PRCF and RPS share the use of all facilities and equipment whenever possible. During non-school hours, PRCF activities use RPS facilities on a first priority use of the instructional and common use areas of school facilities, to include school buildings and grounds. PRCF reimburses RPS the school board approved hourly rate for additional staff cost associated with the use of the school facilities after normal working hours, during weekends, school holidays, regularly scheduled extended holidays, and summer vacations.

FISCAL IMPACT / COST: PRCF has budgeted the staff cost associated with the use of facilities after RPS normal working hours.

FISCAL IMPLICATIONS: None

BUDGET AMENDMENT NECESSARY: None

REVENUE TO CITY: None

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: May 23, 2022

CITY COUNCIL PUBLIC HEARING DATE: June 13, 2022

REQUESTED AGENDA: Regular

RECOMMENDED COUNCIL COMMITTEE: Education and Human Services Standing Committee

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Parks & Rec, Budget, and Finance Departments

RELATIONSHIP TO EXISTING ORD. OR RES.: 2019-266

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: Memorandum of Understanding between Richmond Public Schools and City of Richmond

STAFF: Christopher Frelke – Director of Parks, Recreation & Community Facilities 646-1128

Ray Chavis - Parks, Recreation & Community Facilities 646-1084

MEMORANDUM OF UNDERSTANDING

between

RICHMOND PUBLIC SCHOOLS

and

CITY OF RICHMOND

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), is made and entered into this ____ day of April 2022 by and between Richmond Public Schools ("RPS"), and the City of Richmond, a municipal corporation of the Commonwealth of Virginia (the "City"), acting for this purpose through the Parks, Recreation, and Community Facilities Department ("Parks and Recreation"), collectively the "Parties."

WHEREAS, Virginia Code Section 22.1-131 authorizes school boards to permit the use of various school properties upon such terms and conditions as it deems appropriate; and

WHEREAS, RPS has dominion and control over buildings used as schools and/or for school related purposes and programs; and

WHEREAS, RPS believes providing RPS students and Richmond City residents with quality out of school time programs and activities is crucial to maintaining the health, safety, and welfare of RPS students, staff, families, and Richmond City communities; and

WHEREAS, RPS believes that Parks and Recreation continues to provide quality out of school time programs and activities to RPS students and Richmond City residents and/or engage with the community; and

WHEREAS, the Parties desire to enter into a general agreement governing the use of RPS facilities as described below for programs and activities planned, sponsored, and/or held by Parks and Recreation when not otherwise needed by RPS for school related programs or non-RPS related events which have been previously approved by RPS;

NOW, THEREFORE, RPS and the City agree to cooperate with each other as follows:

1.0 Term

This MOU shall commence upon the signature of all parties and continue through June 30, 2024, (the "Term"), unless terminated sooner as provided for in section 9.0 of this MOU.

The Parties agree that this is a general facilities agreement for the use of specific RPS facilities for the term of this MOU. The Parties will execute addendums to this MOU which describe the following: (1) the program or activity for which the building will be used; (2) the building that will be used for the program or activity referenced in the related addendum; (3) the duration of the program or activity, including dates and times; (4) the indoor and/or outdoor spaces to which Parks

and Recreation will have access for the program or activity; (5) the specifics of the custodial/security services including required insurance documentation, if applicable; (6) the method by which Parks and Recreation will access the building (key, swipe card, etc.); (7) the relevant points of contact for the activity and the site; and (8) any other relevant conditions.

Parks and Recreation agrees that no program or activity subject to this MOU will begin until there is a fully executed addendum between the Parties. Additionally, Parks and Recreation will give RPS at least ten (10) business days' written notice (not including any days that RPS is closed and/or not conducting normal business) pursuant to section 16.0 of this agreement regarding the need to use a RPS facility for a program or activity.

This MOU can be renewed no later than May 15th each year the agreement is in effect after 2024, for a period of one (1) year and in a like manner in succeeding years for up to four (4) years unless otherwise terminated pursuant to section 9.0 of this MOU. Any use of a RPS facility will end as stated in the particular addendum.

2.0 Facilities Covered

This MOU covers the use of all of the buildings and outdoor spaces over which RPS has dominion and/or control.

The facilities approved by RPS for use will be referred to as "Approved Sites" in this document and the contemplated addendums.

2.1 Maintenance and Repairs

2.1.1 RPS will perform normal maintenance of the Approved Sites at a basic level of service subject to normal wear and tear. RPS will determine the feasibility of making any major repairs, i.e. repairs to electrical and HVAC systems, which may be needed at the Approved Sites during the Term of this MOU. Repairs for major system malfunctions or notable capital projects are not guaranteed to be completed by RPS during the Term of this MOU. Parks and Recreation reserves the right to suspend programs and activities until safe and healthy conditions are established in the event RPS does not complete any major repair(s) required at the Approved Sites during the Term of this MOU.

RPS will notify Parks and Recreation of any known changes in the condition of an Approved Site within twenty-four (24) hours of becoming aware of any changes in the condition if the site is flagged to be used.

For any facilities used, Parks and Recreation shall maintain the indoor and outdoor areas of any Approved Site in the condition it was received at the time it was received. Parks and Recreation is responsible for any restitution or repairs resulting from their improper use of the Approved Site pursuant to this MOU.

2.1.2 Inspection and Notification

If the Parties agree in the addendum that it is necessary, prior to and at the conclusion of the use of an Approved Site, the Parties shall jointly inspect and document the condition of the authorized areas and whether any damage is noted as a result of improper use of the area.

RPS shall, through its designated employee, inspect and notify Parks and Recreation in writing within five (5) days of inspection of any damage and request for repairs at an Approved Site. RPS' failure to do so shall constitute a waiver of ability to recover any damages.

2.1.3 Disagreements

Parks and Recreation shall retain the right to disagree with any and all items of damage to buildings, facilities, property, or equipment at an Approved Site as identified by RPS, provided this disagreement is made in writing within seven (7) days after a first notification.

- **2.1.3.1** Parks and Recreation shall notify RPS of any disagreements clearly identifying the reasons for refusing responsibility for the damages. Such notice shall be pursuant to the terms of section 16.0 of this MOU.
- **2.1.3.2** After proper notification, designated representatives of Parks and Recreation and RPS shall make an on-site investigation and attempt to settle the disagreement.
- **2.1.3.3** In the event an agreement cannot be reached, the matter shall be referred to the City of Richmond Director of Parks, Recreation and Community Facilities and the City of Richmond School Board Superintendent, or their designees, for resolution.
- **2.1.3.4** RPS shall have the right to make immediate emergency repairs or replacements to property without voiding Parks and Recreation's right to disagree.

3.0 Custodial and Security Services

Parks and Recreation shall pay the cost of custodial and security services for each hour after regular working hours, on weekends and holidays at an approved hourly rate. The approved Parks and Recreation hourly rate for RPS custodians and security is thirty-five dollars (\$35.00) per hour. In the alternative, Parks and Recreation may pay for their own contracted custodial and security services. Any related addendum will state whether Parks and Recreation is paying the overtime rate for RPS to provide custodial and/or security services or if Parks and Recreation is going to hire their own contracted custodial and/or security services. Additionally, if RPS provides custodial and/or security services to Parks and Recreation, the addendum will state the method of invoicing, when payment is due, what form of payment is acceptable, and the procedure for disputing payment.

4.0 Responsibilities of RPS

RPS commits to the following actions to support the implementation of this MOU:

4.1 Access to Facilities

RPS will provide access to the Approved Sites, as described herein, and as described in the contemplated addendums. The Approved Sites will not be accessible for use when RPS is closed for holidays as designated on the approved school calendars on the RPS website during the course of this MOU, unless otherwise provided for in an addendum.

Parks and Recreation shall be afforded first priority access to RPS facilities when such use does not conflict with RPS activities or non-RPS related events which have been previously approved by RPS.

4.2 Furniture, Equipment and Supplies

For the purpose of this MOU, except as prohibited by this paragraph, RPS authorizes Parks and Recreation to utilize the desks, tables, chairs and whiteboards located in the areas designated for use during the program or activity at the Approved Sites. Parks and Recreation is prohibited from using the teachers' consumables within the classrooms used.

4.3 Access to Internet

To the extent available, RPS will provide access to the internet at the Approved Site during the operation of any program or activity pursuant to this MOU unless otherwise stated in the addendum.

5.0 Responsibilities of the City

Parks and Recreation commits to the following actions to support implementation of this MOU:

5.1 Qualification/Licensure to Provide Services

Parks and Recreation certifies that it has the necessary federal, state and local licenses and capacity to conduct programs and activities in accordance with federal, state and local laws and regulations, including having individuals certified in the provision of CPR and first aid, as necessary. With the possible exception of custodial and security services as described in each addendum, RPS staff will not be utilized to implement any services provided under this MOU. Nothing in this paragraph shall prohibit a RPS employee from being employed with Parks and Recreation in accordance with School Board policy.

5.2 Required Certifications

5.2.1 COVID-19

Parks and Recreation certifies that they will follow the current COVID-19 Health and Safety protocols as outlined and provided by RPS.

- **5.2.1.1** As required by the School Board effective October 1, 2021, Parks and Recreation must provide written certification that all employees have been fully vaccinated against COVID-19 and/or have appropriate medical and/or religious exemptions on file with the City of Richmond and will be subject to weekly COVID testing.
- **5.2.2** Parks and Recreation certifies that they will utilize the Approved Site(s) only as authorized by this MOU and any fully executed addendum regarding the use of the Approved Site.
- **5.2.3** Parks and Recreation certifies to RPS by the signing of this document that to the best of its knowledge, its employees, interns, and/or volunteers who will have direct contact with program and activity participants and will be present at an Approved Site when school age children are present have not been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Code of Virginia § 19.2-392.02 and/or any offense involving the sexual molestation, physical or sexual abuse or rape of a child and would otherwise meet the requirements to be employed by the school division under Virginia law. Convictions for any violent felony as stated above and certain misdemeanors are strictly prohibited. Please refer to the Volunteer Background Prohibited Sheet (Attachment A) for more information. If it is discovered that Parks and Recreation was aware that one of its employees, interns, and/or volunteers participating in a program or activity at an Approved Site has been charged with or convicted of a violent felony as defined above or any offense listed on the strictly prohibited list, and failed to notify RPS of the same, RPS may terminate this agreement immediately upon written notification to Parks and Recreation. If the agreement is terminated due to the failure of Parks and Recreation to notify RPS that one of its employees, interns, and/or volunteers participating in a program or activity at an Approved Site has been charged with or convicted of a violent felony as defined above or any offense involving sexual molestation, or physical or sexual abuse, or rape of a child, after having knowledge of the same, permission for any and all Parks and Recreation employees, interns, and/or volunteers to have direct contact with participants of a program or activity and enter upon any Approved Site will be immediately revoked.

Pursuant to *Code of Virginia* §22.1-296.1, any person making materially false statements regarding offenses which are required to be included in the certification shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services. RPS shall not be liable for materially false statements regarding the certifications required under this provision.

- **5.3** Parks and Recreation shall provide the personnel necessary to open and close the areas designated for use during the program or activity at the Approved Site to which Parks and Recreation has access and will be present throughout the duration of the program or activity.
- **5.4** Parks and Recreation shall furnish all expendable materials necessary to carry out its programs and activities. To the extent that storage is available, RPS will store Parks and Recreation's equipment in a secure area at a location specified by the administration of the Approved Site.

6.0 Compliance with Law

All use of RPS property shall be in accordance with state and local law. In the case of a conflict between the terms of this MOU and the requirements of state law, the state law shall govern. Any actions taken by RPS or Parks and Recreation that are required by state law, but are inconsistent with the terms of this MOU shall not be construed to be a breach or default of this MOU.

7.0 Liability

The Parties understand and agree that to the extent permitted by law, and subject to all applicable defenses, the parties agree to be liable for any and all costs, damages, or expenses arising from any injury to persons or property at an Active Site during a program or activity attributable to the negligence of their respective officers, employees, and agents. Subject to all applicable defenses, Parks and Recreation remains responsible for any injuries to their employees performing duties under this MOU under any applicable Workers' Compensation laws. Nothing in this paragraph and/or this agreement is an express and/or implied waiver of the sovereign immunity of the City of Richmond, Virginia, and/or Richmond Public Schools. This section 7.0 will survive the termination of this MOU.

8.0 Insurance

8.1 RPS

RPS shall maintain Property Insurance for each of the Approved Sites during the Term of this MOU with a combined limit of not less than \$1,000,000.00 per occurrence.

8.2 Parks and Recreation

Parks and Recreation shall maintain General Liability Insurance and Worker's Compensation Insurance with a combined limit of not less than \$1,000,000.00 per occurrence during the term of this MOU.

8.3 Waiver of Subrogation

The Parties agree to a waiver of subrogation.

9.0 Termination

Either Party may terminate this MOU for any reason at any time prior to its expiration upon thirty (30) days written notice. Notice of termination shall be pursuant to section 16.0 of this MOU. The termination of this MOU will also terminate any addendums for the use of any Approved Sites.

10.0 Assignments

This MOU shall only inure to the benefit of the Parties. The rights, duties, and obligations under this MOU shall not be assigned to any third party except as provided herein.

11.0 Non-Discrimination

The Parties agree that at no time shall discrimination against any person on the grounds of race, religious affiliation, national origin, disability, age, or other basis prohibited by law be tolerated in the implementation of programs and activities pursuant to this MOU.

12.0 Amendment

The Parties may amend this MOU at any time by mutual consent. Unless otherwise provided herein, the MOU may only be amended in writing.

The contemplated addendums will not serve to amend this general MOU. As this MOU contemplates the possibility of addendums, in the event of an inconsistency between the terms and conditions of this MOU and any addendum, these terms and conditions of this MOU shall prevail. To the extent of an inconsistency between provisions in different attachments, the provisions of each attachment will control within the scope of that attachment.

13.0 Governing Law

This MOU shall be construed and interpreted in accordance with the laws of the Commonwealth of Virginia.

14.0 Complete Agreement

This MOU, and any fully executed addendums, constitute the entire agreement between the Parties and supersedes all prior assignments, whether written or oral, regarding the use of any Approved Site between the Parties.

15.0 Severability

It is the intention of the Parties that each section, paragraph, sentence, clause and phrase of this MOU is severable, and if any section, paragraph, sentence, clause or phrase of this MOU shall be declared unconstitutional or otherwise invalid by a valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any remaining section, paragraph, sentence, clause or phrase of this MOU.

16.0 Notices

Any notice to be given under this MOU shall be in writing and shall be considered as properly given or made if delivered personally, by messenger, by recognized overnight courier service or by registered or certified U.S. mail with return receipt requested, or electronic mail and addressed to the address of the intended recipient at the following addresses:

RPS

Jason Kamras Superintendent Richmond Public Schools 301 North Ninth Street, 17th Floor Richmond, Virginia 23219 E-mail: jkamras@rvaschools.net

The City
Christopher Frelke
Director of Richmond Parks, Recreation and Community Facilities
City of Richmond Parks and Recreation
1209 Admiral St,
Richmond, VA 23220
E-mail: christopher.frelke@richmondgov.com

17.0 Subject-to-Appropriations Clause

All payments and other performance by the City under this MOU are subject to annual appropriations by the City Council; consequently, this MOU shall bind the City only to the extent that the City Council appropriates sufficient funds for the City to perform its obligations hereunder. Nothing in this MOU shall be interpreted or construed as a requirement that the City indemnify, hold harmless, or defend RPS or any other party. Notwithstanding anything in this MOU to the contrary, the payments to be made by the City under this MOU shall not exceed \$100,000.00 during any given fiscal year during the Term and any renewal term of this MOU. The total cumulative liability of the City, its officers, employees, and agents in connection with this MOU, or in connection with any actions or omissions relating to this MOU shall not under circumstances exceed payment of the dollar amount set forth above in this section.

18.0 Schedule of Attachments

The following attachments are incorporated into this MOU by reference: Attachment A: Volunteer Background Prohibited Sheet

SIGNATURES: RICHMOND PUBLIC SCHOOLS By: Date: Jason Kamras Superintendent Richmond Public Schools APPROVED AS TO FORM: Date: _____ Harrell & Chambliss LLP CITY OF RICHMOND By: Date: Lincoln Saunders Chief Administrative Officer APPROVED AS TO TERMS By: Date: _____ Christopher Frelke, Director of Parks Recreation and Community Facilities, City of Richmond APPROVED AS TO FORM: Kusha Dellul-Bedy Date: 4/1/2022 Keisha Dillard-Brady

Senior Assistant City Attorney



RPS Volunteer Background Check Information Sheet

What's Prohibited

Richmond Public Schools prohibits individuals from serving as volunteers if they have any felonies or any offense involving sexual molestation or physical or sexual abuse or rape of a child. Certain additional misdemeanors are also not allowed or must be reviewed for further details. Out of state convictions that fall within the definition of the Virginia code sections listed below will be classified the same as the below misdemeanors. **Pending cases must be resolved prior to volunteering with RPS.** Below is a list of offenses that are not allowed or need further review:

Strictly prohibited:

- Any and all felony convictions;
- Any and all sexual crimes towards anyone and/or anything that puts an individual on the sex offender list;
- The following misdemeanors:
 - 18.2-83 Stalking with intent to cause fear of death, etc.
 - o 18.2-56 Unlawful hazing of a student
 - 4.1-322 Interdicted person found drunk in public
 - 4.1-322 Possession of alcohol by interdicted person
 - 16.1-253.2 Violation of a protection order
 - 18.2-130(A) Trespass- Peep or spy into dwelling place
 - 18.2-346(A) Prostitution, adultery or fornication for money, etc.
 - o 18.2-346(B) Solicitation of prostitution
 - o 18.2-387 Indecent exposure

Offenses needing review (all misdemeanor):

- 18.2-57 Hate crime Simple assault;
- 18.2-57 Simple assault;
- 18.2-57 Simple assault on a teacher, principal, etc.;
- 18.2-57.2 Simple assault against a family member;
- 18.2-371 Contribute to delinquency, abuse of child;
- 54.1-3466 Possession or distribution of needles, capsules, pipe, etc. (Possession or distribution of controlled paraphernalia);
- 18.2-204.1 Identify fraud Obtain identifying info with intent to defraud;
- 3.1-796.122(A) Cruelty to animals;
- 18.2-138 Damage to public building, damage <\$1000.

Review criteria consists of the number of convictions, the dates of convictions and the volunteer need at the given RPS location. Pending volunteers who fall into the offenses needing review category must complete an explanation form and submit prior to review (see page 4).



RPS Volunteer Background Check Information Sheet

Volunteer Background Check Process

For the safety of our students and staff, Richmond Public Schools has a volunteer application and background check process, which is operated out of the Office of Community Partnerships. There are several categories of volunteers, which require a criminal background check under certain conditions. Please review the chart below to access the appropriate forms as needed:

Category	Background Check Requirement
Parents volunteering to assist their child- Parents volunteering to assist their child in the classroom are not required to undergo a background check. Parent volunteers are never to be left alone with any child(ren) other than their own child(ren).	 Raptor sign-in required. No background check required. No fingerprints required.
Teen Volunteers- Volunteers 17 and younger are not required to undergo a background check. However, they are required to complete a volunteer application, which is kept on file with the assigned school's main office. Teen volunteers are never to be left alone with students.	 Raptor sign-in required. Principal of the school of the student volunteer(s) sends the school receiving volunteer(s) a letter stating student volunteers are in good standing & all participating youth can be listed in the document. No background check required. No fingerprints required.
Done-In-A-Day Volunteers- Individuals wishing to volunteer on an occasional basis, e.g., career day, field day, etc. are not required to complete the volunteer background check process. Done-In-A-Day volunteers are never to be left alone with students.	 Raptor sign-in required. No background check required. No fingerprints required.
Ongoing Volunteering with Students- An individual wishing to volunteer on a regular basis beyond with his/her child and/or with his/her child's class is required to complete a volunteer application and undergo a background check. For example, an individual	 Raptor sign-in required. Verified Volunteers background check required. No fingerprints required.



RPS Volunteer Background Check Information Sheet

who volunteers to come in on a monthly basis to read with a group of students in the classroom in the presence of a teacher is considered an ongoing volunteer activity. Ongoing volunteers are never to be left alone with students.		
Volunteers with access to Students in an Unsupervised Setting- Volunteers wishing to engage with students on a regular basis. For example, an individual who coaches or chaperones an overnight field trip.	 Verified Volunteer background check required. FBI fingerprint background check required. Raptor sign-in required. 	
International Volunteers - International volunteers wishing to volunteer with Richmond Public Schools must have resided in the United States of America for at least one (1) year prior to the start of their volunteer service.	 International volunteers meeting the one (1) year requirement will follow requirements based on categories listed above. 	
*Corporate Volunteers - Volunteers participating in corporate sponsored events that are one time or ongoing.	 Raptor sign-in required. Signed certification form (see page 5). 	

^{*}This is applicable only for corporate partners who require background checks as part of their employee hiring process. Corporate partners who do not require background checks as part of their employee hiring process must undergo individual background checks before volunteering on an ongoing basis with RPS.