

INTRODUCED: November 14, 2022

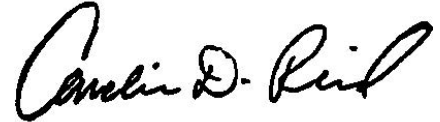
AN ORDINANCE No. 2022-344

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a We Matter RVA Grant Contract between the City of Richmond and ChildSavers – Memorial Child Guidance Clinic, for the purpose of providing social and emotional wellness services as part of the We Matter RVA youth gun violence prevention program.

\_\_\_\_\_  
Patron – Mayor Stoney

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

**A TRUE COPY:  
TESTE:**



**City Clerk**

PUBLIC HEARING: DEC 12 2022 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 We Matter RVA Grant Contract between the City of Richmond and ChildSavers – Memorial Child Guidance Clinic, for the purpose of providing social and emotional wellness services as part of the We Matter RVA youth gun violence prevention program. The We Matter RVA 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: 9 NOES: 0 ABSTAIN: \_\_\_\_\_

ADOPTED: DEC 12 2022 REJECTED: \_\_\_\_\_ STRICKEN: \_\_\_\_\_



# City of Richmond

## Intracity Correspondence

### O&R REQUEST

**DATE:** October 4, 2022 **EDITION:** 1

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

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

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

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

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

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

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

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

**RE:** Children's Fund Contract with ChildSavers

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

**PURPOSE:** To authorize the Chief Administrative Officer to execute a grant contract between the City of Richmond and ChildSavers – Memorial Child Guidance Clinic for the purpose of providing social and emotional wellness services as part of the We Matter RVA youth gun violence prevention program

**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:** In 2021, the City of Richmond won a \$500,000 Gun Violence Intervention Program grant from the Virginia Department of Criminal Justice Services for the purpose of launching a new community-based prevention program, named "We Matter RVA". We Matter is coordinated collaboratively by the Office of Children and Families and the Department of Parks, Recreation and Community Facilities, and engages ChildSavers, Challenge Discovery Projects

and Communities in Schools to support students who meet specific criteria that reflect the Center for Disease Control's indicated risk factors for youth violence. The program serves students at River City and Martin Luther King, Jr. Middle Schools, and provides positive youth development opportunities (including recreation, mentorship and non-clinical but therapeutic sessions with mental health providers) and a financial incentive, to children who have either witnessed gun violence firsthand or who have family members who have perpetrated gun violence. We Matter supports participants as they build CDC-defined protective factors so that they are less likely to engage in violent activity or perpetrate gun violence. Ordinance Number 2021-269, approved in October 2021, authorized the acceptance of the grant funds from DCJS.

The 2021 DCJS grant continues to cover costs of the program for the second year of the first class of participants, who are now in 8<sup>th</sup> grade.

Based on the successes of the first class of participants, the strong positive feedback from participants and their families, and the incredible potential of this program, the City of Richmond intends to continue to operate We Matter for a second class of participants at River City and MLK Middle Schools. The program will kick off in January 2023, enrolling 10 7<sup>th</sup> graders at each middle school who will be invited to continue their participation until the end of their 8<sup>th</sup> grade year. This ChildSavers grant will cover costs associated with mental, behavioral and socio-emotional supports for participants at River City Middle School, from January through August 2023. The City's Fiscal Year 2023 budget includes funding to the Department of Parks, Recreation and Community Facilities for their portion of the program.

**FISCAL IMPACT / COST:** \$80,000

**FISCAL IMPLICATIONS:** This will reduce the Reserve for Children's Fund appropriation in the Non-Departmental budget category by \$80,000

**BUDGET AMENDMENT NECESSARY:** No

**REVENUE TO CITY:** None

**DESIRED EFFECTIVE DATE:** Upon adoption

**REQUESTED INTRODUCTION DATE:** November 14, 2022

**CITY COUNCIL PUBLIC HEARING DATE:** December 12, 2022

**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. 2021-269

**REQUIRED CHANGES TO WORK PROGRAM(S):** N/A

**ATTACHMENTS:** Grant contract; We Matter RVA FAQ document

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

## WE MATTER RVA GRANT CONTRACT

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 ChildSavers – Memorial Child Guidance Clinic, 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. 2022-055 the City Council of the City of Richmond, Virginia, adopted the General Fund Budget for the fiscal year commencing July 1, 2022 and ending July 30, 2023 and appropriated funds in the amount of \$500,000 to the "Reserve for Children's Fund" ("Children's Fund") in the Non-Departmental agency.
- C. Ordinance No. <INSERT ORDINANCE NUMBER> adopted <INSERT DATE OF ADOPTION> further authorizes the City to enter into this Grant Contract providing funds in the amount of \$80,000 from the Children's Fund ("Grant Funds") for the purposes set forth herein to support the implementation of We Matter RVA, a gun violence prevention program ("Program") for Richmond middle school students.

The City and the Recipient, intending to be legally bound, agree as follows:

#### I. **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 & Families  
900 E. Broad Street, Suite 501  
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. Recipient's point of contact for purposes of this Contract is:

Nell Nutaitis  
Vice President of Development and Communications  
ChildSavers  
200 North 22<sup>nd</sup> Street  
Richmond, VA 23223  
nnutaitis@chilsavers.org  
804-591-3950

- C. Any 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 parties' points of contact.

**2. Payment of Grant Funds.**

- A. Payments of the Grant Funds to the Recipient shall be made in one lump sum as soon as practicable following full execution of this Contract.
- 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.

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

(A) Support one cohort at River City Middle School composed of participants identified and recruited for the Program. An eligible participant will be a 7<sup>th</sup> or 8<sup>th</sup> grader who has not committed violent acts but has either experienced gun violence firsthand or who has siblings who have committed gun violence.

(B) Provide a mental and behavioral health professional to support participants.

(C) In accordance with all applicable laws, rules, and regulations and with any necessary consents, share relevant participant information with Program providers.

**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:

Did the Recipient:

(A) Support one cohort at River City Middle School composed of participants identified and recruited for the Program?

(B) Provide a mental and behavioral health professional to support participants?

(C) In accordance with all applicable laws, rules, and regulations and with any necessary consents, share relevant participant information with afterschool Program providers?

5. **Reporting.** Recipient shall collect the data necessary for reporting and compliance monitoring pursuant to this Contract. The Recipient shall furnish the City's point of contact with a written report on the use of the Grant Funds upon the expenditure of all of the Grant Funds.
6. **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 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.
7. **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.
8. **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 Grant 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 River City Middle School or any community center owned or operated by the School Board of the City of Richmond, Virginia for the purposes of this Contract.

9. **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.

Effective as of the date first written above.

**RECIPIENT:**

By: \_\_\_\_\_  
L. Robert Bolling  
Chief Executive Officer  
ChildSavers

**CITY:**

By: \_\_\_\_\_  
J. E. Lincoln Saunders  
Chief Administrative Officer

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Deputy City Attorney