

INTRODUCED: December 5, 2022

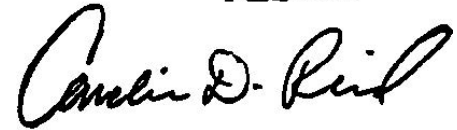
AN ORDINANCE No. 2022-350

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Grant Contract between the City of Richmond and Presbyterian Homes & Family Services, Inc., for the purpose of providing family crisis funds to City residents with emergency financial needs.

\_\_\_\_\_  
Patrons – Mayor Stoney and Ms. Lynch

\_\_\_\_\_  
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 Grant Contract between the City of Richmond and Presbyterian Homes & Family Services, Inc., for the purpose of providing family crisis funds to City residents with emergency financial needs. The 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:** November 16, 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:** Caprichia Smith Spellman, Office of Community Wealth Building

**RE:** ARPA Contract with Presbyterian Homes & Family Services, Inc. (HumanKind) for Distribution of Family Crisis Funds

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

**PURPOSE:** To authorize the Chief Administrative Officer to execute a grant contract between the City of Richmond and Presbyterian Homes & Family Services, Inc. (HumanKind) for the purpose of providing family crisis funds to Richmond residents with emergency financial needs.

**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:** On October 25, 2021, the City Council of the City of Richmond approved Ordinance Number 2021-291, which accepted the first tranche of American Rescue Plan Act (ARPA) funds in the amount of \$77,439,914.00 and established the complete ARPA spend plan, which included a total of \$1,000,000 allocated for the Family Crisis Fund.

## O&R Request

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This grant contract establishes the working agreement between the City and Presbyterian Homes & Family Services, Inc. (HumanKind) regarding the use of \$1,000,000 to administer the Family Crisis Fund.

**FISCAL IMPACT / COST:** N/A

**FISCAL IMPLICATIONS:** If the grant contract is not approved, the City will not be able to proceed with this phase of implementation of ARPA funding for family support.

**BUDGET AMENDMENT NECESSARY:** No

**REVENUE TO CITY:** N/A

**DESIRED EFFECTIVE DATE:** Upon adoption

**REQUESTED INTRODUCTION DATE:** December 5, 2022

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

**REQUESTED AGENDA:** Consent

**RECOMMENDED COUNCIL COMMITTEE:** Committee referral waived

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:** None

**AFFECTED AGENCIES:** Human Services Division—Office of Community Wealth Building;  
Budget and Strategic Planning

**RELATIONSHIP TO EXISTING ORD. OR RES.:** Ordinance Number 2021-291

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

**ATTACHMENTS:** Grant Contract

**STAFF:** Bernadine Doggett, Office of Community Wealth Building, 804-646-7298  
Cordell R. Hayes, Jr., Office of the Mayor, 804-646-4020

## 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 Presbyterian Homes & Family Services, Inc., a Virginia non-stock, not-for-profit 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. 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. <INSERT ORDINANCE NUMBER> adopted <INSERT DATE OF ADOPTION> authorizes the City to enter into this grant contract providing funds in the amount of \$1,000,000 to the Recipient to serve as fiscal agent for the distribution of Family Crisis Funds (interchangeably, "Grant Funds" or "Family Crisis Funds").

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:

Caprichia Spellman, Director  
Office of Community Wealth Building  
900 E. Broad Street, Suite 1502  
Richmond, Virginia 23219  
[Caprichia.Spellman@rva.gov](mailto:Caprichia.Spellman@rva.gov)  
804.646.3108

- B. The City's secondary point of contact for purposes of this Contract is:

Cordell R. Hayes, Jr, Legislative & Policy Management Analyst  
Office of the Mayor  
900 E. Broad Street, Suite 201

Richmond, Virginia 23219  
[Cordell.HayesJr@rva.gov](mailto:Cordell.HayesJr@rva.gov)  
804.646.4020

This point of contact is responsible for monitoring the Recipient's compliance with this Contract.

C. The Recipient's point of contact for purposes of this Contract is:

Presbyterian Homes & Family Services, Inc. (HUMANKIND)  
Angela Hart, Capital Region Program Manager

*Principal Office Address*  
1903 Humankind Way, Lynchburg, VA 24504  
*Richmond Location – Economic Opportunity Programs*  
908 North Thompson Street, Richmond, VA 23230  
[Ahart@humankind.org](mailto:Ahart@humankind.org)  
804.461.3585 ext. 1117

D. 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 four (4) installments of \$250,000 each following the execution of this Contract and conditioned upon satisfactory performance of the Scope of Services and satisfactory reporting of such performance as determined by the City in the City's sole discretion. The City may withhold or delay any payment installment if it determines the performance of the Scope of Services and the reporting demonstrating such performance is unsatisfactory. If the City withholds any installment of Grant Funds, Recipient shall have no obligation under this Contract with respect to such Grant Funds.

B. The Recipient shall use reasonable efforts for a program of this type to obligate all Grant Funds by September 30, 2024 and shall expend all Grant Funds by September 30, 2026. Should the Recipient not expend all Grant Funds by September 30, 2026 it shall return to the City all of the Grant Funds not so expended within 30 days. This section, 2B, will survive the expiration of this contract.

C. The Recipient may spend up to 10% of total Grant Funds on administrative costs

associated with the implementation or performance of this Contract.

3. **Scope of Services.** In consideration of the City's grant of the Grant Funds to the Recipient, the Recipient shall serve as the fiscal agent to perform the following services (the "Scope of Services").
  - A. Distribute funds via automated clearing house (ACH) payments or checks directly to creditors of eligible city residents who have an Emergency Financial Need.
  - B. Distribute funds via prepaid debit cards in accordance with the Recipient's Standard Operating Procedure: Family Crisis Fund 2022, effective November 15, 2022, as may from time to time be amended by Recipient and approved by the City ("Recipient's FCF SOPs"), to individuals who have an Emergency Financial Need. No prepaid debit card shall exceed \$100 face value and no more than \$2,500 of the Grant Funds shall be used for prepaid debit cards.
  - C. Determine eligibility of recipients (i.e. loss of income or benefits, childcare expenses, emergency medical) on a case-by-case basis in accordance with the City of Richmond Office of Community Wealth Building – Workforce and Career Services Program Policy and Procedures and Recipient's FCF SOPs.
  - D. Track recipient details, i.e. identity of participant (Government-issued ID must be uploaded), physical address (can be shelter address), phone number, e-mail address and any supporting documentation verifying the need for funds.
  - E. Ensure that each payment is provided to individuals and unique households, with no duplication of assistance given to any particular household.
  - F. As used herein, "Emergency Financial Need" means an individual or household whose financial circumstances need to be addressed due to negative economic impact(s) arising out of the Covid-19 pandemic.
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 Fund in accordance with the parameters set forth in Section 3 of this Contract?
5. **Reporting.** Recipient shall:
  - A. Maintain detailed records regarding all expenditures pertaining to the Grant.

- B. Provide quarterly reports regarding the status of each activity included within the Scope of Services: Not Started, Completed less than 50 percent, Completed 50 percent or more, or Completed.
  - C. Provide an annual report no later than December 1, 2023, and each December 1 thereafter, throughout the term of this Contract, providing a narrative description of each activity included in the Scope of Services. The Recipient shall include in each narrative description:
    - 1. The demographics served through each activity to include age, race, ethnicity, gender, household income, and Richmond City Council district, including whether the activity engages youth who live in a Qualified Census Tract. A Qualified Census Tract means a census tract in which at least 50 percent of households have an income less than 60 percent of the Area Median Gross Income (AMGI), or which has a poverty rate of at least 25 percent.
    - 2. Photographs pertaining to each activity (if available).
    - 3. Anecdotal evidence, stories, or testimony pertaining to each activity.
    - 4. Key performance indicators identified by the Recipient and any mandated performance indicators identified by the United States Treasury Department together with reporting on how the Recipient plans to ensure that projected outcomes are achieved in an effective, efficient, and equitable manner.
  - 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 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. **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. **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 and ARPA as a donor, contributor, or sponsor. This acknowledgment must be included in any promotional materials, brochures, publications, websites, or other visible locations. The City has the right, upon request, to review and approve any such acknowledgment. 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.
9. **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.
10. **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.
11. **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.

12. **Contract Expiration.** The term of this Contract will begin on the date first above written and expire on December 31, 2026 unless both parties agree in writing to extend or renew this Contract.

Effective as of the date first written above.

**RECIPIENT:**

**CITY:**

Presbyterian Homes & Family  
Services, Inc., DBA HumanKind

By:

By:

X

\_\_\_\_\_  
Stan Southworth  
CEO

X

\_\_\_\_\_  
J.E. Lincoln Saunders  
CAO

**APPROVED AS TO FORM:**



Date: 12/2/2022