

INTRODUCED: January 9, 2023

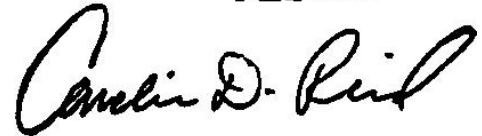
AN ORDINANCE No. 2023-012

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Help Me Help You Grant Contract between the City of Richmond and the Help Me Help You Foundation, for the purpose of implementing a guaranteed income pilot program for returning residents.

Patrons – Mayor Stoney, Ms. Newbille and Ms. Robertson

Approved as to form and legality
by the City Attorney

**A TRUE COPY:
TESTE:**



City Clerk

PUBLIC HEARING: JAN 23 2023 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 Help Me Help You Grant Contract between the City of Richmond and the Help Me Help You Foundation, for the purpose of implementing a guaranteed income pilot program for returning residents. The Help Me Help You 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: JAN 23 2023 REJECTED: _____ STRICKEN: _____



City of Richmond

Intracity Correspondence

O&R REQUEST

DATE: June 30, 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 Help Me Help You (Guaranteed Income for Returning Citizens)

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer to execute grant contracts between the City of Richmond and Help Me Help You for the purpose of implementing a guaranteed income pilot for returning citizens.

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 \$1,500,000 allocated to the Office of Community Wealth Building.

This grant contract establishes the working agreement between the City and Help Me Help You regarding the use of \$250,000 of the funds allocated to the Office of Community Wealth Building.

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 the implementation of the guaranteed income pilot for returning citizens.

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: N/A

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: July 25, 2022

CITY COUNCIL PUBLIC HEARING DATE: July 25, 2022

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Education and Human Services

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Human Services

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

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

ATTACHMENTS: Grant Contract

STAFF: Caprichia Smith Spellman, Office of Community Wealth Building, 804-646-3108

HELP ME HELP YOU 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 Help Me Help You, 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. 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 \$250,000 as a gift to the Recipient for the purposes set forth herein ("Grant Funds").

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

1. **Contact Information.**

- A. The City's points of contact for purposes of this Contract are:

Caprichia Smith Spellman, Director
Office of Community Wealth Building
900 E. Broad Street, Suite 1502, Richmond, Virginia 23219
Caprichia.Spellman@rva.gov
804.646.3108

Derrick Wadley, Richmond Resilience Initiative Program Manager
Office of Community Wealth Building
701 N. 25th Street, Second Floor, Richmond, Virginia 23223
Derrick.Wadley@rva.gov
804.646.0986

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

B. The Recipient's points of contact for purposes of this Contract are:

Michelle Mosby, Founder & CEO
President and Executive Director
Help Me Help You Foundation
1731 Wall Street, Richmond, Virginia 23224
Michelle@hmhyfoundation.org
(804) 405.6208

Valaryee Mitchell, Program Director
Help Me Help You Foundation
1731 Wall Street, Richmond, Virginia 23224
Valaryee@hmhyfoundation.org
(804) 286.1040

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 four (4) installments of \$62,500 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 and oversight of the Fund, including, but not limited to, necessary accounting and legal services for implementation and oversight of the Fund.

3. **Scope of Services.** In consideration of the City's grant of the Grant Funds to the Recipient, the Recipient shall perform the following Scope of Services consistent with the purposes set forth in Ordinance No. 2021-291.

The Recipient shall:

- A. Identify thirty (30) City of Richmond residents who are currently, or previously, justice-involved to participate in the project and assist them with emotional, social, spiritual, economic and political supports (including restoration of rights, voter registration, and other supportive services) to promote holistic change and assist in poverty reduction and the reintegration of returning citizens into the community. Recruitment may begin with outreach to the Recipient's Reentry Hub.
 - B. Co-enroll identified individuals with the Office of Community Wealth Building and provide services offered as part of Recipient's reentry navigation continuum of care to reduce jail or prison recidivism of the participants.
 - C. Distribute \$250 a month, via pre-paid cards, for two years to thirty (30) Program participants, post-incarceration, ensuring that each such payment goes to a unique household with no duplication of assistance to any given household.
 - D. Establish, implement, monitor and document the progress of a guaranteed income pilot program designed to assist returning citizens with issues impacting their reentry into mainstream society.
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 Agreement?
 - B. Did Recipient identify thirty (30) City of Richmond residents who are currently, or previously, justice-involved to participate in the project and assist them with emotional, social, spiritual, economic and political supports (including restoration of rights, voter registration, and other supportive services) to promote holistic change and assist in poverty reduction and the reintegration of returning citizens into the community?
 - C. Did Recipient co-enroll identified individuals with the Office of Community Wealth Building and provide services as part of the Recipient's reentry navigation continuum of care to reduce jail or prison recidivism of the participants?

- D. Did Recipient distribute \$250 a month, via pre-paid cards, for two years to thirty (30) Program participants, post-incarceration, ensuring that each such payment goes to a unique household with no duplication of assistance to any given household?
- E. Did Recipient establish, implement, monitor and document the progress of a guaranteed income pilot program designed to assist returning citizens with issues impacting their reentry into mainstream society.

5. **Reporting.** Recipient shall:

- A. Maintain detailed records regarding all expenditures of the Fund.
- 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 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.

- F. Receipts or other documentation of distribution of \$250 payments, the eligibility of each individual for such payment, and documentation that such payments were made to one individual in a unique household with no duplication of payments to any household.
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. **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.
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.** This Contract will expire on December 31, 2026 unless both parties agree to renew the Contract.

Effective as of the date first written above.

RECIPIENT:

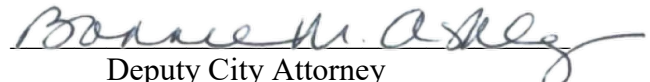
CITY:

By: _____
Michelle Mosby, Founder & CEO
Help Me Help You

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

Date: _____

APPROVED AS TO FORM:


Deputy City Attorney