

INTRODUCED: January 9, 2023

AN ORDINANCE No. 2023-030

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 the Richmond Redevelopment and Housing Authority, for the purpose of granting \$52,000.00 to the Richmond Redevelopment and Housing Authority to facilitate the installation of public art as part of the playground renovation at Hillside Court Apartments.

Patrons – Mayor Stoney and Ms. Robertson

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: FEB 13 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 Grant Contract between the City of Richmond and the Richmond Redevelopment and Housing Authority, for the purpose of granting \$52,000.00 to the Richmond Redevelopment and Housing Authority to facilitate the installation of public art as part of the playground renovation at Hillside Court Apartments. The Grant Contract shall be approved

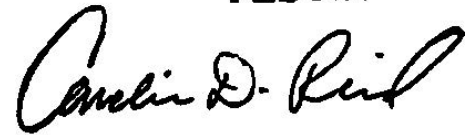
AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: FEB 13 2023 REJECTED: _____ STRICKEN: _____

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.

**A TRUE COPY:
TESTE:**

A handwritten signature in black ink, appearing to read "Camlin D. Reil". The signature is written in a cursive style with a large initial 'C'.

City Clerk



City of Richmond

Item Request

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

O & R Request

DATE: 1 November 2022

EDITION: 2

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 D. White, Director, Department of Finance

THROUGH: Jason P. May, Director, Department of Budget and Strategic Planning

THROUGH: Sharon L. Ebert, Deputy Chief Administrative Officer for
Economic Development and Planning

FROM: Kevin J. Vonck, Director, Department of Planning and Development Review

RE: Public Art Commission funds transfer per § 12-14 City Code

ORD. OR RES. No. #####

PURPOSE: This O&R request is for two ordinances: (1) to transfer \$52,000 from the Percent for Arts project in the FY23 capital budget to the general fund and to appropriate that amount to a new Non-Departmental line item titled "Richmond Redevelopment and Housing Authority (Hillside Court Public Art)" for the purpose of funding a grant to the Richmond Redevelopment and Housing Authority (RRHA) for the installation of art improvements at the Hillside Court public housing complex, and (2) to authorize the Chief Administrative Officer to execute, for and on behalf of the City of Richmond, a contract to effect and for the administration of such grant.

REASON: The Public Art Commission (PAC) selected, and City Planning Commission approved, an artist for an installation as part of the *playground+* project at the Hillside Court Apartment complex. Since the work will be installed on property owned by the RRHA, not the City, the PAC is requesting to grant the funds for the project to RRHA in the amount of fifty-two thousand dollars (\$52,000.00). RRHA will then contract with the artist and architect for the installation of the work and will own the work thereafter. This option was preferred over (i) City

contracting for and owning the work and (ii) accompanying establishment of a City easement for the work on RRHA property.

RECOMMENDATION: Approve as submitted.

BACKGROUND: Councilmember Ellen Robertson approached the PAC requesting a public art installation be created for the Hillside Court Apartments as part of a larger playground renovation that was in underway. Although the PAC cannot typically apply its funding to non-Capital Improvement projects, its FY22 budget included a \$306,396 cash contribution that the Department of Budget & Strategic Planning (DBSP) explained as follows: “Several years ago, City Council added funding to Percent for the Arts and the funding was not appropriated; this caused the funding to move to a fund balance account for Percent for the Arts. To clean up our CAFR, DBSP moved the funding from the fund balance and into the project for this year.” DBSP confirmed that this unique source of funding can be used by the PAC to pursue a few non-CIP commissions. On Monday, 7 March 2022, the Planning Commission approved a § 17.05 City Charter location, character, and extent (LCE) review for the project.

FISCAL IMPACT / COST: The Department of Planning and Development Review will incur a cost of \$52,000, the source of which is a portion of the PAC’s appropriated funds. The Department does not anticipate any impact to the City’s future fiscal years.

FISCAL IMPLICATIONS: Staff time for administration of grant contract, to include work with the RRHA to complete an artist’s contract in accordance with the conditions of approval per the PAC and the City Planning Commission.

BUDGET AMENDMENT NECESSARY: Yes, through this ordinance.

REVENUE TO CITY: \$0

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: Monday, 14 November 2022 or sooner if a special meeting is called.

CITY COUNCIL PUBLIC HEARING DATE: Monday, 14 November 2022

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE:

For Budget Amendment: No committee referral pursuant to Rule VI(B)(4);

For Grant Contract: Land Use, Housing, and Transportation

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:

For Budget Amendment: City Planning Commission;

For Grant Contract: None.

AFFECTED AGENCIES: Department of Planning and Development Review
Department of Budget and Strategic Planning
Office of Chief Administrative Officer
Law Department (for preparation of grant contract)

RELATIONSHIP TO EXISTING ORD. OR RES.: None.

REQUIRED CHANGES TO WORK PROGRAM(S): None.

ATTACHMENTS:

1. Staff Report to PAC and Proposed Artwork
2. PAC Report to CPC

STAFF: Kevin J. Vonck, Director, Department of Planning and Development Review
kevin.vonck@rva.gov, 804-646-3741

GRANT CONTRACT

THIS GRANT CONTRACT (this "Contract") is made this ___ day of _____, 202_ (the "Effective Date") between the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City"), and the Richmond Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia (the "Recipient").

STATEMENT OF PURPOSE

- A. Recipient, in partnership with City, has recently improved its playground at Hillside Court (the "Playground"); and
- B. Recipient and City desire further improvement of the Playground through fabrication and installation thereon of a unique piece of art by Nastassja Swift, a local artist; and
- C. City is willing to grant funds to Recipient to cover the cost of the same; and
- D. Section 36-7 of the Code of Virginia authorizes the City to make donations to the Recipient; and
- E. By Ordinance No. _____, adopted _____ 2022, funds in the amount of \$52,000 (the "Grant Funds") have been appropriated for a gift to the Recipient in the City's 2023 Fiscal Year Non-Departmental Budget; and
- F. The City and Recipient intend for this Contract to govern the disbursement and use of the Grant Funds.

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

1. **Contact Information.**

- A. City's point of contact for purposes of this Contract is:

Susan Glasser
Secretary, Public Art Commission
Planning and Development Review Department
City of Richmond
susan.glasser@rva.gov

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

- B. Recipient's point of contact for purposes of this Contract is:

Ralph Stuckey
Vice President of Resident Services
Richmond Redevelopment and Housing Authority
ralph.stuckey@rrha.com

- 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. City shall pay the Grant Funds to Recipient in one lump sum as soon as practicable following full execution of this Contract.
- B. Recipient shall return to City all of the Grant Funds received by Recipient if Recipient fails to fulfill the requirements set forth in Sections 3 and 5 below. Notwithstanding the foregoing, the City may prorate any amount of repayment due to it following receipt of a written request from Recipient, and receipt by Recipient of written authorization from the City, to so prorate the amount due for good cause shown. This Section 2(B) shall survive expiration or termination of the Contract.
- C. Upon City's determination that Recipient has fully performed the Services, as described in Sections 3 and 4 below, Recipient shall return any unspent Grant Funds to the City. This Section 2(C) shall survive expiration or termination of the Contract.

3. Scope of Services. In consideration of the City's grant of the Grant Funds to Recipient, Recipient shall do the following (the "Services"):

- A. Contract with Nastassja Swift (the "Artist") for the fabrication and installation of a unique piece of art at the Playground (the "Work"), which art shall be in accordance with Artist's Re-Design Concept dated April 2022, attached hereto as Exhibit A.
- B. Ensure the Work is (i) commenced within 45 days following the Effective Date and (ii) completed within 120 days following such commencement of the Work.
- C. Ensure the Work is competently performed in compliance with all applicable laws, rules, and regulations and is free from defects in materials and workmanship.

4. Performance Measures. City will use the following performance measures (the "Performance Measures") to determine in its reasonable judgment whether Recipient has performed the Services in a manner that achieves the City's purpose in providing the Grant Funds to the Recipient:

- A. Did Recipient contract with the Artist for the performance of the Work?
- B. Did the Recipient ensure the Work was (i) commenced within 45 days following the Effective Date and (ii) completed within 120 days following such commencement of the Work?
- C. Did Recipient ensure the Work was competently performed in compliance with all applicable laws, rules, and regulations and free from defects in materials and workmanship?

City shall deliver to Recipient a written determination as to whether Recipient has fully performed the Services in the reasonable judgment of the City within fifteen (15) business days following the earlier of (i) the date of Recipient's certification as to completion described in Section 5 below and (ii) the 120th day following commencement of the Work. The date of such determination shall be the "Determination Date."

5. **Reporting.** The Recipient shall furnish the City's point of contact with a written report on its use of the Grant Funds (i) no less frequently than once per quarter, (ii) following completion of the Work as determined by Recipient, and (iii) in the event of expenditure of all of the Grant Funds.

The quarterly reports must include a written report on the progress of the Work, activities undertaken or completed in performance of the Work, explanation of any delay in or failure of performance, itemization of the use of the Grant Funds, and any additional donations or other leveraged resources expended for the purpose of performing the Work during the quarter. The Recipient shall submit quarterly reports within ten (10) business days following the end of each quarter.

Recipient shall submit a final written report (the "Final Report") to City within ten (10) business days following completion of the Work as determined by Recipient. Such final report shall include an itemization of final expenditures of the Grant Funds and a certification as to the completion of the Work, as well as a final detailing of any additional donations or other leveraged resources expended to complete the Work.

In the event Recipient expends all of the Grant Funds before completion of the Work, Recipient shall submit a written report to City within ten (10) business days following such expenditure that (i) describes the status of the Work and activities undertaken or completed in its performance, (ii) explains whether and why additional funds will be needed to complete the Work and the anticipated source(s) of such funds, and (iii) itemizes the use of Grant Funds and any additional donations or other leveraged resources expended for the purpose of performing the Work.

6. **Acknowledgment of Donation.** The Recipient shall acknowledge the City as a donor of funds to perform the Work. This acknowledgment 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 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.

7. **Compliance Monitoring.** The City's point of contact shall monitor the Recipient's compliance with this Contract. Beyond the reports required by Section 5 above, the Recipient shall furnish the City's point of contact with any information reasonably requested by the City's point of contact to enable the City's point of contact to determine whether Recipient is meeting or has met the Performance Measures.

8. **Recipient's Representations and Warranties.** The Recipient represents and warrants as follows:

- A. The Recipient is and for the duration of this Contract will be a housing authority to which the City may make donations pursuant to Virginia Code Section 36-7.
- 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.

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 monies by the City Auditor on demand and without notice. This Section 9 shall survive expiration or termination of this Contract.

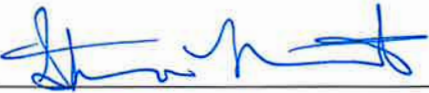
10. **Term.** The provisions of this Contract shall be binding upon the City and Recipient from the Effective Date until the Determination Date (the "Term"). Unless expressly stated otherwise, all provisions of this Contract shall terminate at the end of the Term and shall be of no further force or effect.

11. **No Waiver.** The failure of either party to this Contract to insist upon the strict performance of any provision of this Contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Contract at any time. Waiver of any breach of this Contract shall not constitute waiver of a subsequent breach.

12. **Force Majeure.** Notwithstanding the foregoing provisions of this Contract, if the Recipient does not timely perform the Services due to an "Event of Force Majeure" (as defined below), the time for achieving the applicable item in the Services will be extended day-for-day by the delay caused by the Event of Force Majeure. "Event of Force Majeure" means any of the following: acts of God; strikes, lockouts or other industrial disturbances; act of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth or any of their respective departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals not caused by the Recipient.

Effective as of the date first written above.

RECIPIENT:


By: 

Steven Nesmith
Chief Executive Officer

CITY:

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

APPROVED AS TO FORM:



City Attorney's Office January 5, 2023
Date