

INTRODUCED: April 24, 2017

AN ORDINANCE No. 2017-089

To authorize the Chief Administrative Officer, on behalf of the City of Richmond, to execute a Grant Contract between the City of Richmond and the Greater Richmond Transit Company for the purpose of making a \$500,000 grant to the Greater Richmond Transit Company from the funds appropriated to the Department of Economic and Community Development to support the implementation of the Greater Richmond Transit Company’s Richmond Transit Network Plan.

\_\_\_\_\_  
Patron – Mayor Stoney

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

PUBLIC HEARING: MAY 22 2017 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That Chief Administrative Officer, on behalf of the City of Richmond, is hereby authorized to execute a Grant Contract between the City of Richmond and the Greater Richmond Transit Company for the purpose of making a \$500,000 grant to the Greater Richmond Transit Company from the funds appropriated to the Department of Economic and Community Development to support the implementation of the Greater Richmond Transit Company’s Richmond Transit Network Plan. Such agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

AYES:            9            NOES:            0            ABSTAIN: \_\_\_\_\_

ADOPTED:   MAY 22 2017   REJECTED: \_\_\_\_\_ STRICKEN: \_\_\_\_\_

§ 2. This ordinance shall be in force and effect upon adoption.

MAR 23 2017

Office of the Chief Administrative Officer

4-6364



CITY OF RICHMOND INTRACITY CORRESPONDENCE

O&R REQUEST

DATE: March 21, 2017 EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

Handwritten initials and date: JS 4/5/17

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer

Handwritten initials: SGO

RECEIVED

THROUGH: Lenora Reid, DCAO Finance & Administration

Handwritten date: 3/23/17

APR 07 2017

THROUGH: Jay Brown, Director of Budget & Strategic Planning

Handwritten initials: JB

OFFICE OF CITY ATTORNEY

THROUGH: Peter L. Downey, DCAO Planning & Economic Development

Handwritten initials: PD

FROM: Amy Inman, Sr. Administrator for Multimodal Transportation & Strategic Planning, Economic & Community Development

Handwritten initials: AI

RE: To Provide GRTC Transit System with a grant in an amount of \$500,000 and authorize the Chief Administrative Officer (CAO) to enter into a grant agreement with the Greater Richmond Transit System

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

PURPOSE: To provide GRTC Transit System with a grant in an amount of \$500,000 and authorize the Chief Administrative Officer (CAO) to enter into a grant agreement with the GRTC Transit System for the purpose of implementing the Richmond Transit Network Plan. The grant will utilize funding associated with the Richmond Transit Network Plan Implementation Special Fund.

REASON: The grant will provide GRTC with the resources required to implement the Richmond Transit Network Plan.

RECOMMENDATION: Approval is recommended by the City Administration

BACKGROUND: On February 13, 2017, City Council adopted Resolution 2016-R092 that provided guidance to GRTC Transit System regarding the implementation of the Richmond Transit Network Plan in a timeframe that is consistent with the opening of the Pulse BRT. The

City of Richmond has secured \$3.8M from the Virginia Department of Transportation for the purpose of advancing the technical work, marketing, communications and outreach activities. On February 27<sup>th</sup>, City Council adopted ordinance 2017-022 that authorized the CAO to accept and appropriate the \$3.8M and create the Richmond Transit Network Plan (RTNP) Implementation Special Fund for the purpose of conducting technical work, marketing, communications, project management, and outreach activities necessary to implement the RTNP.

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

**BUDGET AMENDMENT NECESSARY:** No

**REVENUE TO CITY:** N/A

**DESIRED EFFECTIVE DATE:** Upon Adoption

**REQUESTED INTRODUCTION DATE:** April 10, 2017

**CITY COUNCIL PUBLIC HEARING DATE:** April 24, 2017

**REQUESTED AGENDA:** Consent Agenda

**RECOMMENDED COUNCIL COMMITTEE:** Finance and Economic Development Committee

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:** N/A

**AFFECTED AGENCIES:** N/A

**RELATIONSHIP TO EXISTING ORD. OR RES.:** 2017-022 and 2016-R092

**REQUIRED CHANGES TO WORK PROGRAM(S):** None

**ATTACHMENTS:** Grant Contract  
Exhibit A Project Budget and Schedule  
Exhibit B VDOT Grant Contract

**STAFF:** Amy Inman

## GRANT CONTRACT

THIS GRANT CONTRACT is made this \_\_\_ day of \_\_\_\_\_, 2017, between the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City"), and a municipal corporation and political subdivision of the Commonwealth of Virginia, and Greater Richmond Transit Co. ("Recipient"), a Virginia corporation.

### STATEMENT OF PURPOSE

- A. Section 2.03.3 of the Charter of the City of Richmond, Virginia authorizes the City to make gifts and donations to GRTC.
- B. By Ordinance No. 2017-022, adopted February 27, 2017 the City Council of the City of Richmond accepted funds in the amount of \$3,800,000 and appropriated such funds to the Department of Economic and Community Development's Richmond Transit Network Plan Implementation Special Fund ("Special Fund") for the purpose of funding technical work, marketing, planning, project management, and public outreach initiatives related to the implementation of the Richmond Transit Network Plan project.
- C. The City desires to grant \$500,000 ("Grant Funds") from the Special Fund to assist in carrying out its purposes and on the terms and conditions set forth herein.
- D. The Grant Funds, by virtue of being allocated from the Special Funds, derive from the Virginia Department of Transportation Richmond District Formula Fund Balance Entry Account, and are subject to the provisions of the City of Richmond Urban Construction Program Administration Agreement ("VDOT Agreement").

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:

Amy Inman  
Sr. Administrator for Multimodal Transportation and Strategic Planning  
Economic and Community Development  
City of Richmond  
900 East Broad Street, Room 511  
Richmond, Virginia 23219  
(804) 646-5871  
Amy.inman@richmondgov.com

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

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

David Green  
Chief Executive Officer  
GRTC  
301 East Belt Boulevard  
804-358-3871  
[david.green@ridegrtc.com](mailto:david.green@ridegrtc.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. The City shall pay the Grant Funds to the Recipient on a monthly reimbursable basis. Documentation reasonably acceptable to the City to support the request for reimbursement must accompany the reimbursement request, including employee timecards and consultant invoices.
- 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.
- C. If the Recipient has not expended any part of the Grant Funds after all of the requirements set forth in section 3 below are met, the Recipient shall certify in writing to the City's Chief Administrative Officer that all of the requirements set forth in section 3 have been fulfilled and the specific amount of the Grant Funds that the Recipient has not expended. If the City's Chief Administrative Officer agrees in writing that all of the requirements set forth in section 3 have been fulfilled, the Recipient may use the remaining portion of the Grant Funds for any lawful purpose.

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

- A. Conduct technical, marketing and outreach activities necessary to implement the Richmond Transit Network Plan, as more specifically set forth in Exhibit A, attached hereto and incorporated herein, on or before May 1, 2018.
- B. Implement the Richmond Transit Network Plan for the city of Richmond concurrently with the opening of revenue service for the Pulse Bus Rapid Transit or by November 2017, whichever is later.
- C. Comply with all applicable laws, rules, and regulations applicable to the scope of services performed pursuant to this Contract, including but not limited to applicable procurement laws. The City and the Recipient acknowledge and agree that any procurement activities undertaken to perform the services contemplated herein are the sole responsibility of the Recipient.

- D. Comply with all applicable conditions of the VDOT Agreement, attached hereto as Exhibit B and incorporated herein.
4. **Performance Measures.** The City will use the following performance measures 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. GRTC executing technical, marketing and outreach activities on schedule and within budget in accordance to the itemized task item and budget in Exhibit A.
  - B. Implementation of the Richmond Transit Network Plan by November 12, 2017 or in coordination with the Pulse BRT revenue service, whichever is later.
5. **Reporting.** The Recipient shall furnish the City's point of contact with a written report on its use of the Grant Funds no less frequently than once per month and upon the expenditure of all of the Grant Funds. The report shall contain the following information:
- A. Submit the scope of work for consultant services and any terms/conditions set forth for hiring temporary employees.
  - B. Submit a monthly project report to include the following:
    - a. Detailed progress report with description of the activities
    - b. Percent of project completion
    - c. Percent of project budget expended
  - C. Conduct regular project management meetings at least bi-weekly with the City of Richmond to discuss overall status of the project and any issues that may arise
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 public transportation system for which the City is authorized to provide pursuant to City Charter Section

2.03.3;

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.

8. **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:**

**CITY:**

By: \_\_\_\_\_  
David Green  
Chief Executive Officer

By: \_\_\_\_\_  
Selena Cuffee-Glenn  
Chief Administrative Officer

APPROVED AS TO FORM:

Bonnie M. Ashley  
Deputy City Attorney      Date



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**EXHIBIT A**

<b>Task:</b>	<b>Estimated Start Date</b>	<b>Estimated End Date</b>	<b>City Grant</b>
Begin training existing Customer Service Reps (CSRs)	6/7/2017	6/18/2017	\$ 4,935.00
Hire Travel Buddy staff	6/10/2017	10/27/2017	\$ 120,000.00
Award vendor contracts	6/21/2017	3/30/2018	\$ 80,000.00
Hire additional trainers	7/3/2017	11/30/2017	\$ 44,234.00
Begin training bus operators	7/10/2017	7/21/2017	\$ 79,704.00
Hire additional general utility employees	10/11/2017	4/14/2018	\$ 41,611.00
Hire ridership surveyors	11/5/2017	2/10/2018	\$ 36,000.00
Extend customer service hours	11/5/2017	2/28/2018	\$ 6,397.00
Increase night shift customer service pay	11/5/2017	2/28/2018	\$ 6,700.00
Launch service with 1 week free rides	11/12/2017	11/18/2017	\$ 80,419.00
<b>TOTALS</b>			<b>\$ 500,000.00</b>

## EXHIBIT B

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**CITY OF RICHMOND**  
**Urban System Construction Program Administration Agreement**

THIS AGREEMENT, made and executed in triplicate as of this \_\_\_\_ day of \_\_\_\_\_, 200\_, by and between the City of \_\_\_\_\_, Virginia, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as the CITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT; and

WHEREAS, the CITY has, in accordance with Section 33.1-23.3 of the Code of Virginia 1950, as amended, expressed its desire to administer its urban system construction program and receive quarterly payments for the state portion of its annual urban construction allocations; and

WHEREAS, the CITY has held a public hearing and adopted a capital improvement program of projects and provided an ordinance or resolution approving same to the DEPARTMENT; and

WHEREAS, the Commonwealth Transportation Board adopts a Six-Year Improvement Program annually, and this program includes allocations for urban system projects in the CITY, and the federal portion of such construction allocations is identified as a part of 20.205 Highway Planning and Construction in the Catalog of Federal Domestic Assistance; and

WHEREAS, the DEPARTMENT is required to meet specific requirements of the Federal Highway Administration (FHWA) on projects funded by federal transportation funds; and

WHEREAS, both parties have concurred in the CITY's general administration of the design, right-of-way acquisition, utility relocation, and construction of the federally-funded and state-funded projects; and

WHEREAS, DEPARTMENT costs for State Environmental Review Process (SERP) processing, National Environmental Policy Act (NEPA) processing, and project review are eligible project costs and shall be billed to the CITY as may be agreed upon prior to project initiation by the CITY and DEPARTMENT; and

WHEREAS, the CITY may enter into separate agreements with the DEPARTMENT so that the DEPARTMENT may provide services to assist the CITY in the administration of specific projects as may be mutually agreed.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

- A. For urban system construction projects partially funded by federal highway construction allocations as shown in an approved Six-Year Improvement Program:

**1. The CITY shall:**

- a. Be responsible for all regulatory clearances including permits, the design, right-of-way acquisition, utility relocation, inspection, and construction of projects in accordance with federal and state law and regulations, except the administrative portion of the SERP, and coordinate with the DEPARTMENT for all NEPA scoping decisions, reviews, and approvals.
- b. Receive authorization from the DEPARTMENT before initiating preliminary engineering, right-of-way acquisition, and construction phases of project development.
- c. Maintain accurate records of the projects including documentation of all expenditures. Records for items upon which reimbursement will be requested shall be maintained for no less than three (3) years following FHWA acceptance of the final voucher. Project records shall be made available for inspection and/or audit by the DEPARTMENT or FHWA upon request.
- d. Submit no more frequently than monthly project level invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT.
- e. Reimburse the DEPARTMENT all project expenses incurred by the DEPARTMENT in the event that the CITY cancels a project and/or, due to actions by the CITY, the expenditures incurred are not reimbursed by the FHWA or in the event reimbursements are required to be returned to the FHWA.

**2. The DEPARTMENT shall:**

- a. Perform the administrative portion of the SERP, provide the CITY the results of the SERP, and provide the necessary coordination with the FHWA relative to environmental study scoping, design, decisions, reviews, approvals, and financial documentation, as appropriate.
  - b. Upon receipt of the CITY's monthly invoices submitted pursuant to paragraph A.1.d. reimburse the CITY an amount not to exceed the lesser of the federal portion of the actual cost of eligible items or the amount appropriated and allocated to date for each project, less eligible project costs incurred by the DEPARTMENT. Such reimbursements shall be payable by the DEPARTMENT within 30 calendar days of receipt of a complete and acceptable invoice.
- B. For urban system construction projects not financed by federal funds but at least partially financed by state construction funds through the quarterly payments made by the DEPARTMENT to the CITY:**

1. The CITY shall:

- a. Be responsible for all regulatory clearances including permits, the design, right-of-way acquisition and utility relocation, inspection, and construction of projects, except the administrative portion of the SERP, in accordance with federal and state law and regulations pertaining to highways, as applicable.
- b. Maintain such records as necessary to show compliance with law and regulations for a period of three (3) years after the completion of each project and make such records available for audit by the DEPARTMENT upon request.

2. The DEPARTMENT shall perform the administrative portion of the SERP and provide the results to the CITY.

C. For administration of the CITY's entire Urban System Construction Program:

1. The CITY shall:

- a. Manage its highway program in accordance with federal and state law and regulations pertaining to highways, as applicable.
- b. Prepare each year's capital improvement program of projects so that all federal funds apportioned to the CITY shall be obligated within three (3) years of apportionment. If federal funds are unable to be obligated within that time, the CITY will notify the DEPARTMENT in writing.
- c. Provide certification annually in a form prescribed by the DEPARTMENT by a responsible CITY official that all urban project activities have been performed in accordance with state and federal laws and regulations. If the CITY expends more than \$500,000 in federal funding annually, such certification shall include a copy of the CITY's single program audit prepared in accordance with Office of Management and Budget Circular A-133.
- d. In cooperation with the DEPARTMENT and pursuant to paragraph C.2.b, annually conduct a joint review of the CITY's urban system construction program.
- e. Design and construct projects to meet or exceed current American Association of State Highway and Transportation Officials standards or appropriate supplementary standards as may be agreed upon by the DEPARTMENT.

**2. The DEPARTMENT shall:**

- a. Pay the CITY the state portion of its annual construction apportionment on a quarterly basis in accordance with Section 33.1-23.3 of the Code of Virginia 1950, as amended. Such payments shall be made no later than the 30<sup>th</sup> day of September, December, March, and June.
- b. In cooperation with the CITY and pursuant to paragraph C.1.d. annually conduct a joint review of the CITY's urban system construction program.
- c. In Conjunction with the CITY, develop, update as needed, and make available to the CITY program guidelines to assist the parties in carrying out program responsibilities under this agreement.
- d. Audit on a random basis urban system construction program and project records as may be required to verify CITY compliance with federal and state laws and regulations.

**THIS AGREEMENT shall not be construed as a waiver of the CITY's or the Commonwealth of Virginia's sovereign immunity.**

**THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.**

**THIS AGREEMENT may be modified in writing by mutual agreement of both parties.**

**THIS AGREEMENT may be terminated by either party upon 180 days advanced written notice. Such termination by the CITY requires a resolution of the CITY Council.**

**THE CITY and DEPARTMENT acknowledge and agree that this agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.**

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed in triplicate in its name and on behalf of its duly authorized officer as of the day, month, and year first herein written.

CITY OF \_\_\_\_\_, VIRGINIA:

[Signature]  
City Manager

6-29-04  
Date

Jamara A. Braxton  
Signature of Witness Deputy City Clerk

6/29/04  
Date

APPROVED AS TO FORM:

Sen. Asst. [Signature]  
City Attorney

6-3-04  
Date

NOTE: The official signing line (the LIT) must match a certified copy of his or her authority to execute this agreement

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

[Signature]  
Commonwealth Transportation Commissioner

7-6-04  
Date

[Signature]  
Signature of Witness

7-6-04  
Date