

INTRODUCED: December 17, 2018

AN ORDINANCE No. 2018-318

To authorize the Chief Administrative Officer to accept funds in the amount of \$12,500.00 from the Fund for Cities of Service, Inc., and to appropriate the grant funds received to the Fiscal Year 2018-2019 Special Fund Budget by increasing estimated revenues and the amount appropriated to a new line item in the Office of the Deputy Chief Administrative Officer for Human Services called the “Love Your Block Grant” line item by \$12,500.00 for the purpose of addressing blight-related issues, including abandoned and vacant properties, graffiti, illegal dumping, and trash in public rights-of-way.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JAN 14 2019 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer is authorized to accept funds for the City of Richmond in the amount of \$12,500.00 from the Fund for Cities of Service, Inc. for the purpose of addressing blight-related issues, including abandoned and vacant properties, graffiti, illegal dumping, and trash in public rights-of-way.

§ 2. That Ordinance No. 2018-058, adopted May 14, 2018, which adopted the Special Fund Budget for the fiscal year commencing July 1, 2018, and ending June 30, 2019, and made

AYES: 8 NOES: 0 ABSTAIN: _____

ADOPTED: JAN 14 2019 REJECTED: _____ STRICKEN: _____

appropriations pursuant thereto, be and is hereby amended by increasing revenues from the funds accepted pursuant to section 1 of this ordinance by \$12,500.00, and increasing the amount appropriated to a new line item in the Office of the Deputy Chief Administrative Officer for Human Services agency called the “Love Your Block Grant” line item by \$12,500.00 for the purpose of addressing blight-related issues, including abandoned and vacant properties, graffiti, illegal dumping, and trash in public rights-of-way.

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



RECEIVED
NOV 02 2018

CITY OF RICHMOND
INTRACITY CORRESPONDENCE

RECEIVED
NOV 7 2018

Budget & Strategic Planning

O&R REQUEST

DATE: October 16, 2018

O & R REQUEST
EDITION: 2

TO: The Honorable Members of City Council

NOV 08 2018
4-8345
Office of the
Administrative Officer

THROUGH: The Honorable Levar M. Stoney, Mayor *ES 11/30/18*

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer *SCG*

THROUGH: Lenora Reid, Deputy CAO for Finance and Administration *LR*

THROUGH: John B. Wack, Director of Finance *JBW*

THROUGH: Jay A. Brown, Ph.D., Director of Budget and Strategic Planning *JAB*

FROM: Reginald E. Gordon, Interim DCAO for Human Services *REG*

RE: Acceptance and appropriation of grant funds to provide funding to qualifying community-based organizations to develop blight reducing and community beautifying projects that utilizes volunteers to accomplish goals.

ORD. OR RES. No. _____

PURPOSE:

To authorize the Chief Administrative Officer to accept grant funds in the amount of \$25,000.00 over a two year period from the Fund for Cities of Service, Inc., and to appropriate the increase to the Fiscal Year 2019 Special Fund Budget by increasing estimated revenues and the amount appropriated to the Office of the Deputy Chief Administrative Officer for Human Services by \$12,500.00 for the purpose of addressing blight-related issues including abandoned and vacant properties, graffiti, illegal dumping, and trash in public rights-of-way.

REASON: For Neighbor-To-Neighbor (Office on Volunteerism) to provide funding to address blight-related issues including abandoned and vacant properties, graffiti, illegal dumping, and trash in public rights-of-way.

RECOMMENDATION: It is recommended that this funding be accepted and appropriated to the Fiscal Year 2019 Special Fund Budget for the Office of the Deputy Chief Administrative Officer for Human Services.

BACKGROUND: The mission of Neighbor-To-Neighbor (N2N), the City of Richmond's Office on Volunteerism, is to help leverage volunteerism as a city strategy to help meet needs, solve problems, cultivate relationships, and build One Richmond. N2N works collaboratively with city departments, non-city agencies, and individuals, connecting them to service opportunities that align with city goals to create safe, beautiful, and better quality neighborhoods. This grant is vital to ensuring that the City is able to maintain the City's goal to create safe, beautiful, and better quality neighborhoods.

FISCAL IMPACT / COST: The City will receive \$25,000.00 in grant funds from Fund for Cities of Service, Inc. to provide funding to address blight-related issues including abandoned and vacant properties, graffiti, illegal dumping, and trash in public rights-of-way.

FISCAL IMPLICATIONS: The acceptance of this award will allow the City to increase the number of community beautification projects in addition to reducing blight.

BUDGET AMENDMENT NECESSARY: Yes. An amendment to the Fiscal Year 2019 Special Fund Budget is necessary in order to appropriate the grant funds from Fund for Cities of Service, Inc. to the Office of the Deputy Chief Administrative Officer for Human Services.

REVENUE TO CITY FY 19 SPECIAL FUND BUDGET INCREASE: \$12,500.00

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: December 10, 2018

CITY COUNCIL PUBLIC HEARING DATE: January 14, 2019

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: None, pursuant to Rule VI(B)(3)(c) of the Council's Rules of Procedure.

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Office of the Deputy Chief Administrative Officer for Human Services.

RELATIONSHIP TO EXISTING ORD. OR RES.:

REQUIRED CHANGES TO WORK PROGRAM(S):

ATTACHMENTS: Grant Agreement

STAFF: Paul A. Manning, Chief Service Office Project Management Analyst
Human Services - Parks, Recreation and Community Facilities – 646-6528

**FUND FOR CITIES OF SERVICE, INC.
CITIES OF SERVICE CITY HALL
AMERICORPS VISTA LOVE YOUR BLOCK
GRANT AGREEMENT**

This Grant Agreement ("Agreement") by and between the Fund for Cities of Service, Inc. ("Cities of Service"), located at 120 Park Avenue, 23rd Floor | New York, NY 10017, and the City of Richmond, Virginia (the "Grantee" or the "City") is effective as of July 3, 2018 and shall end 30 days after the last day of service of the last AmeriCorps VISTA member placed at the City ("Grant Term") unless terminated sooner by either or both of the parties.

This Agreement is for a two-year program. The final day of the AmeriCorps VISTA members' terms of service will be dependent upon the official start date determined by the Corporation for National and Community Service ("CNCS").

This Agreement sets forth the parties' understanding concerning the establishment and operation of a local project under the Corporation for National and Community Service's AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act of 1973, as amended, (42 U.S.C. §§4950 *et seq.*), hereafter referred to as "the Act". Neither CNCS nor the AmeriCorps VISTA program is a party to this Agreement.

1. **Overview.** The primary purpose of this Agreement is to establish the terms by which Cities of Service will provide the Grantee with a Cities of Service City Hall AmeriCorps VISTA Love Your Block Program (hereinafter referred to as "Love Your Block") Grant in the amount of \$25,000 in Grant Funds (hereinafter referred to as the "Grant" and "Grant Funds") as well as a sub-grant of up to 2 AmeriCorps VISTA members to support the implementation of Love Your Block, the approved Impact Volunteering initiative as described in Exhibit A (the "Initiative"). This funding and human capital recognizes the Grantee's commitment to engage volunteers in blight remediation activities such as housing repair and vacant lot transformation to revitalize low-income neighborhoods.

As described in Exhibit B ("Collaboration"), the Grantee commits to collaboration between relevant city departments to ensure that program goals are met. Should the current Mayor leave office during this agreement's Grant Term, the Grantee will also ensure that the Love Your Block Program will continue to receive full support to meet all program objectives until the conclusion of the Grant Term.

2. **Grant.** Cities of Service shall provide the Grantee with \$25,000 in Grant Funds. Contingent on availability from CNCS amongst other factors, Cities of Service will sub-grant the City up to 2 AmeriCorps VISTA members for each year of this two-year program to support the Initiative. In accordance with AmeriCorps VISTA and CNCS policies and procedures, Cities of Service shall promptly respond to written requests by the Grantee to move any AmeriCorps VISTA member from the Initiative.

Grant Funds will be disbursed in two annual payments of \$12,500. The first payment will be disbursed after: 1) this Agreement has been fully executed; and 2) Cities of Service has approved the Grantee's budget for the Grant Funds. The second payment will be disbursed upon satisfactory completion of year one grant activities and submission of the first annual report.

3. **Use and Disbursement of Funds.**

(a) **Scope.** The Grant Funds must be dedicated to the materials and costs required for the Initiative. Grant Funds must be expended by the last day of service of the last VISTA member placed at the City. Any Grant Funds not expended or committed for the purposes of the Grant, or within the period stated above, must be returned to Cities of Service, unless otherwise authorized in writing by Cities of Service.

(b) **Restrictions on Distribution of Grant Funds.** The City acknowledges that it is familiar with the U.S. Executive Orders and laws that prohibit the provision of resources and support to organizations and individuals and/or organizations associated with terrorism and terrorist related lists promulgated by the U.S. Government, the United Nations, and the European Union. The City will take all precautions necessary to ensure that none of the Grant Funds will be used (i) in support of or to promote violence, terrorist activity or related training, whether directly through its own activities and programs, or indirectly through its support of, or cooperation with, other persons and organizations known to support terrorism or that are involved in money laundering activities or (ii) for purposes of or in connection with bribery or in contravention of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or other applicable anti-bribery law.

(c) **Record Maintenance and Inspection.** The City shall make its books and records related to the Award available for inspection at reasonable times by Cities of Service or its assignee. The City shall maintain records of expenditures for at least five years after completion of the use of the Grant Funds. Cities of Service may monitor and conduct evaluations of City operations under the Grant. Such monitoring may include Cities of Service's personnel or assignees: (i) visiting the City to observe the Award, (ii) speaking with City staff members regarding the Award and (iii) conducting a review of financial and other records related to the Award.

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4. **Specific Grant Benchmarks.** In partnership with Cities of Service, the Grantee must perform the following:
- Submit an Initiative budget, following a format to be specified, for Cities of Service to review by **November 15, 2018;**
 - Complete an Impact Volunteering initiative template and set metric goals for the Initiative by **December 1, 2018;**
 - Complete interim and final progress reports in a format to be specified by Cities of Service.

5. **Key Personnel.** The City will identify a City staff member to serve as the lead contact for this Agreement ("City Lead"). The City Lead will plan, direct, and evaluate the implementation of the Initiative.

The City will also identify a VISTA Supervisor to serve as the direct supervisor of the VISTA members. It is strongly preferred, but not required, that the City Lead serve as the VISTA Supervisor. The VISTA Supervisor will provide ongoing, regular support and mentorship to the VISTA members.

The City must notify Cities of Service immediately in writing of any changes to the City Lead's or VISTA Supervisor's employment status with the City, including resignations, terminations, promotions, or demotions and will work with Cities of Service to identify another individual to fulfill the role and responsibilities.

Should there be any changes to the current Mayor's term of office during this Grant Term, the Grantee must notify Cities of Service immediately in writing.

6. **Strategic Partnership.** The Grantee and the City Lead in particular, are expected to work with Cities of Service and its strategic partners to advance the goals of the Cities of Service coalition, which may include:
- Ensuring the participation and support of local funders and key cross-sector partners, with the goal of encouraging long-term sustainability of the Initiative.
 - Hosting Cities of Service staff and strategic partners for a possible site visit.
 - Additional tasks as determined by Cities of Service and in consultation with the Grantee.
7. **Reporting Requirements.** The Grantee will be required to submit interim progress reports electronically according to a reporting schedule to be specified by Cities of Service. These reports will include highlighting the progress of the Initiative, challenges encountered along the way, lessons learned during the planning and implementation process, and narrative stories that demonstrate impact of the Initiative. Each interim report will be accompanied by a financial report to outline Grant Funds expended as well as cash and in-

kind support received for the Initiative. Reports should also include copies of any media coverage related to the Initiative as well as relevant photographs or videos.

As requested by Cities of Service, the Grantee may be required to submit reports on a more frequent basis. Such reports will also be required to be provided in a format to be specified by Cities of Service.

The Grantee will be required to submit a final written narrative and financial report electronically at the conclusion of the Grant Term in a format to be specified by Cities of Service.

8. **Media.** The Grantee agrees to acknowledge Cities of Service's funding, as described below, in publications, advertising, speeches, lectures, interviews, press releases, internet web pages, and other similar activities related to the Initiative (together, "Media Releases"). Any Media Release that refers to the funding source of the Grant shall: (1) refer to "Cities of Service" and (2) all written acknowledgements shall link to Cities of Service's website (www.citiesofservice.org). The Grantee shall provide copies of all Media Releases to Cities of Service and obtain Cities of Service's consent prior to publication or distribution in any format of any Media Release. The Grantee also agrees to use the Cities of Service logo in all promotional materials and signage and seek approval in advance by Cities of Service.

The Grantee is also required to verify that all digital properties, media materials, and other relevant items reflect their association with AmeriCorps.

9. **Program Evaluation.** Cities of Service, in partnership with the Urban Institute, will undertake an evaluation to understand the impacts produced by the Love Your Block program. The evaluation will use quantitative and qualitative data to determine how the Love Your Block program increases social cohesion, reduces the associated impacts of blight, and improves city processes. Grantees will be required to participate in the evaluation. These activities may include, but are not limited to:
- Complete an online survey about the availability of city administrative data, demographics, geography, etc.
 - Participate in phone interviews with Urban Institute researchers about Love Your Block implementation.
 - Share relevant city data with Urban Institute researchers.
 - Potentially host a two-day site visit by Urban Institute researchers and assist with the organization of community focus groups or interviews, as needed.
10. **Specific Programmatic Grantee Responsibilities.**
- The Grantee, including the City Lead and the City staff working to implement the Initiative, must support all aspects of the Cities of Service Declaration of Service. See Exhibit C.
 - Using the Grant Funds, the Grantee must execute the final Love Your Block initiative outlined as outlined in and Exhibit A.
 - The City Lead and any other City staff assisting with the Initiative and related strategic volunteer initiatives will participate in regular, high-touch technical assistance. This may include, but is not limited to: regular one-on-one monitoring and technical assistance phone calls, group calls or webinars with coalition members, in-person orientations, trainings, convenings, and site visits. It is expected that the Grantee will communicate regularly and frequently with Cities of Service and representatives of the Cities of Service coalition.
 - The City Lead, on behalf of the Grantee, is expected to work with other cities in the Cities of Service coalition and the Love Your Block cohort to develop and share best practices, as identified through the planning and implementation of the Initiative. This could include attending service-focused convening(s) and trainings related to the implementation work being supported by the Grant Funds.
 - Cities of Service expects to host the following in-person engagements during the term of the Agreement: Love Your Block Academy for VISTA members and City Leads, City Convenings, and at least one site visit at the Grantee. The City Lead is required to attend these in-person engagements, and participation is not-transferable to other city staff without permission from Cities of Service.

Cities of Service will cover the costs of registration, travel, and lodging.

11. AmeriCorps VISTA Provisions.

(a) **Status of VISTA Members During Service.** AmeriCorps VISTA members, in the course of their volunteer service, shall not be considered employees of either the City or Cities of Service. Because members serve under the authority of federal statute, their rather limited employment relationship is with the federal government and not with Cities of Service, and is governed by federal law, not state law. An AmeriCorps VISTA member is a federal resource on loan to a local organization. AmeriCorps VISTA members are regarded as federal employees only for rather limited purposes, as defined under 42 U.S.C. § 5055 of the Act; specifically members are considered Federal employees for purposes of the Hatch Act, the Federal Employees' Compensation Act (worker's compensation), the Federal Tort Claims Act, certain provisions of the IRS Code, and Title II of the Social Security Act. They are not regarded as federal employees for any other purposes, including for purposes of unemployment compensation. Monetary allowances paid by CNCS to AmeriCorps VISTA members are not regarded as wages. Monetary allowances are considered income for income tax and Social Security purposes.

(b) **Reporting on AmeriCorps VISTA Members.** The City will maintain such records and accounts, and make such reports and investigations concerning matters involving AmeriCorps VISTA members and the project as Cities of Service may require. The City agrees to retain such records as Cities of Service may require for a period of five years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to Cities of Service for the purpose of litigation, audit or examination.

(c) **City Responsibilities Regarding AmeriCorps VISTAs.**

- Lead in the recruitment of applicants to become AmeriCorps VISTA members for every year of the Grant Term.
- Arrange and be responsible for providing on-site orientation and training for all incoming AmeriCorps VISTA members within the first month of their service.
- Assist in the provision of pre-service, early service, and in-service training, as specified by Cities of Service.
- Operate the project in accordance with the provisions of the Act, applicable program policies and regulations, and other federal laws, regulations, and policies which are, or become, applicable to the program.
- Provide for service-related transportation (excluding daily commute expenses) and other project support as specified by Cities of Service.
- Ensure participation by the City's AmeriCorps VISTA Supervisor(s) in AmeriCorps VISTA supervisory orientation provided by Cities of Service.
- Ensure that VISTA members are working exclusively in low-income neighborhoods. That is, neighborhoods with a median household income that is lower than the Census Bureau's average median household income for the city.
- Provide VISTA members with appropriate workstations including a computer, telephone, city email address, and city phone line.
- Make every reasonable effort to ensure that the health and safety of AmeriCorps VISTA members are protected during the performance of their assigned duties. The City shall not assign or require AmeriCorps VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries.
- Must indicate to Cities of Service the actual departure date(s) of AmeriCorps VISTA member(s) who leave prior to completion of service date(s).
- Allow AmeriCorps VISTA members opportunities to participate in local and/or national emergency disaster relief efforts if needed in the event of a disaster. All AmeriCorps VISTA Program policies, terms and conditions remain in effect and benefits and protections afforded and provided to

AmeriCorps* VISTA members and Cities of Service and the City shall continue while on special disaster relief assignment as if the AmeriCorps VISTA members are in traditional service at the originally assigned City.

- Allow AmeriCorps VISTA members to participate in Days of Service, e.g., Martin Luther King, Jr. Holiday, National Volunteer Week, should activities be organized in the communities where the members are in service.
- Report to Cities of Service, within 24 hours, the unscheduled departure of AmeriCorps VISTA members, and otherwise keep Cities of Service timely informed of unscheduled changes of status and conditions of AmeriCorps VISTA members, such as arrests, hospitalization, and absence without leave.
- Ensure that persons selected as AmeriCorps VISTA members to serve at the City are not related by blood or marriage to project staff, Cities of Service or City staff, officers or members of the Cities of Service or City's Board of Directors, or responsible CNCS program staff.
- The City is required to ensure that all VISTA resources that are provided to the City are properly used at all times. If the City has misused any VISTA resources provided by either CNCS or Cities of Service, in violation of Federal law, Federal regulation, or the terms or conditions of this Agreement, the City may be held financially responsible to reimburse CNCS or Cities of Service for VISTA living allowances, and, if applicable, end of service awards and other CNCS or Cities of Service funds provided in support of a VISTA member.

(d) Nondiscrimination of AmeriCorps VISTA Members.

- **General Prohibition.** No person with responsibilities in the operation of the project, whether affiliated with Cities of Service or the City, shall discriminate against any AmeriCorps VISTA member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability, political affiliation, marital or parental status, or military service.
- **Sexual Harassment.** Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. The City must prohibit sexual harassment and take immediate corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:
 - Acts of "quid pro quo" sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the City, its agents or supervisory employees should have known of the acts.
 - Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment.
 - Acts of sexual harassment toward fellow AmeriCorps VISTA members or non-employees, where Cities of Service or the City, its agent or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.

(e) Delegation and Subcontracting. The City is prohibited from delegating or assigning any of its obligations or duties contained in this Agreement. AmeriCorps VISTA members may not be assigned by the City to perform duties with other public or private non-profit agencies or organizations.

(f) Supplemental Payments Prohibited. Monetary subsistence allowances provided to AmeriCorps VISTA members are designed to permit AmeriCorps VISTA members to live at or below the economic

level of the persons served, as required by law. Cities of Service and the City are strictly prohibited from supplementing these allowances with cash payments and must ensure that others do not do so.

(g) Prohibitions of Use of CNCS Assistance by Cities of Service and the City. Cities of Service and the City both agree that no AmeriCorps VISTA member assigned to the City, and no other federal financial assistance provided by CNCS, under this Agreement, shall be used to assist, provide or participate in:

- Partisan and non-partisan political activities associated with a candidate, including voter registration.
- Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.
- Labor or anti-labor organization or related activities.
- Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.

(h) Cities of Service and the City further agree not to:

- Carry out projects resulting in the identification of such projects with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.
- Assign AmeriCorps VISTA members to activities that would result in the hiring of or result in the displacement of employed workers, or impair existing contracts for service.
- Accept or permit the acceptance of compensation from AmeriCorps VISTA members or from beneficiaries for the services of AmeriCorps VISTA members.
- Approve the involvement of any AmeriCorps VISTA members assigned to it in planning, initiating, participating in, or otherwise aiding or assisting in any demonstration whatsoever.

12. Prohibition on Lobbying and Other Compliance with Tax Laws. Under the Code, Grant Funds may not be used by the City:

- (a) to carry on propaganda, or otherwise attempt to influence any specific legislation through (i) an attempt to affect the opinion of the general public or any segment thereof or (ii) communication with any member or employee of a legislative body, or with any other governmental official or employee who may participate in the formulation of the legislation (except technical advice or assistance provided to a governmental body or to a committee or other subdivision thereof in response to a written request by such body, committee or subdivision), other than through making available the results of non-partisan analysis, study or research;
- (b) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive;
- (c) to engage in activities that require any person actively involved in the Award to register as a lobbyist or be identified as a lobbyist in a registration or report filed with a public agency by any other person or entity, or
- (d) to support the election or defeat of a candidate for public office, finance electioneering communications, register prospective voters or encourage the general public or any segment thereof to vote in a specific election.

13. City Representation. The City represents that conduct by the City of the activities involving the Award shall not cause the City to be in violation of any federal, state, local or municipal law, rule, regulation or ordinance. The City further represents that it is not aware of any of the following ever having occurred: (i) any misappropriation of assets of the City; (ii) the occurrence of an excess benefit transaction between the City and any of its disqualified persons or an act of self-dealing by any of the City's disqualified persons; (iii) a violation of the City's conflicts of interest policy; or (iv) a formal investigation of an allegation of any of the

foregoing. The person signing this Agreement on behalf of the City represents and certifies that she or he has full, express power and authority to do so.

14. **Representations and Covenants.** The City represents, warrants and covenants to Cities of Service that (a) it has and shall maintain during the Grant Term the proper licenses and rights to perform the activities described herein; (b) it is in compliance with all applicable local, city, state, federal and international laws, rules and regulations including, but not limited to, all environmental, safety and health and labor and employment (including those addressing discrimination, harassment and retaliation) laws, rules and regulations, and it shall remain in compliance during the Grant Term; (c) it is in compliance with all applicable affirmative action laws and regulations, including but not limited to Executive Order 11246, the Vietnam Era Veteran's Readjustment Act of 1974, the Jobs for Veterans Act of 2003, and Section 503 of the Rehabilitation Act of 1973; (d) it has established adequate safety standards and protocols and that its personnel shall follow such standards and protocols and be in compliance with the Occupational Safety and Health Administration Act ("OSHA"); (e) it shall instruct its personnel in any safety standards and protocols promulgated by Cities of Service, or the management of a facility occupied by Cities of Service, and that its personnel shall follow such standards and protocols while on a Cities of Service premises; (f) the personnel shall have the necessary experience, qualifications, knowledge, competency and skill set necessary to perform the activities under this Agreement; (g) the personnel are approved and authorized to work in the United States under all rules and regulations of the Immigration and Naturalization Service of the United States, if applicable; and (h) it shall use reasonable efforts to avoid employing any persons or using any labor, or using or having any equipment, or permitting any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies which interfere or are likely to interfere with the activities under this Agreement. At any time, Cities of Service may request the City to present copies of its programs, policies and/or documentation as to any training provided by it to its personnel including, but not limited to, OSHA-related training.

15. **Termination Clause.** Failure by the Grantee to comply with any of the above terms may be deemed a material breach of this Agreement. In the event of a material breach of the Agreement, Cities of Service may, at its option, request reimbursement for all or a portion of the unexpended Grant Funds and / or funds expended to support the VISTA members within 30 days of being notified of such material breach.

The Grantee agrees to notify Cities of Service immediately in the event that (i) the Mayor leaves office for any reason before the Grant Term ends; (ii) the City Lead's and VISTA Supervisor's positions are discontinued or changed for any reason; (iii) the immediate reporting structure surrounding the City Lead or VISTA Supervisor changes; and/or (iii) any misappropriation of Grant Funds or other assets of the Grantee.

16. **Governing Law.** The parties shall comply with all applicable laws, rules, and regulations. To the extent the provisions of this Agreement are deemed inconsistent with provisions of any applicable law, rule or regulation, the provisions of any such law, rule or regulation shall control and shall be deemed to supersede provisions of this Agreement to the contrary.

Signed:

AUTHORIZED CHIEF CITY EXECUTIVE:

Selena Cuffee-Glenn

Name

Chief Administrative Officer

Title

Selena Cuffee-Glenn

Signature

7/27/18

Date

FUND FOR CITIES OF SERVICE, INC.:

Myung J. Lee

Name

Executive Director

Title

Myung J. Lee

Signature

August 1, 2018

Date

CITY LEAD:

Paul A. Manning

Name

Chief Service Officer / Project Management Analyst

Title

Paul A. Manning

Signature

7/19/18

Date

PAYEE INFORMATION:

City of Richmond

Check payee name

Human Services / Love Your Block

Check memo line

City of Richmond

Check mailing address (including attention to)

900 E. Broad Street
Suite 501 (Human Services)
Attention: Paul Manning
Richmond, VA 23219



**CITIES OF
SERVICE**

Exhibit A: Initiative

Richmond, Virginia

Richmond experiences significant blight-related issues including abandoned and vacant properties, graffiti, illegal dumping and trash in public right-of-ways. This is an especially pervasive problem in the city's most disadvantaged neighborhoods. While efforts are made by several city departments and community groups to address these challenges, there is a need for better coordination among groups to have greater impact. To help address blight and improve social cohesion, volunteers will do home repairs for the elderly and disabled, clean up illegal dumping sites, and coordinate revitalization efforts that are sustained beyond the grant term.



Exhibit B: Collaboration

Richmond, Virginia

The Love Your Block program will be run through the Department of Human Services and its Office of Volunteerism. To achieve the goals of Love Your Block, additional support will be provided through other offices and departments. The Office of Aging and Persons with Disabilities within the Department of Human Services will help coordinate service activities that support elderly and disabled residents. The Department of Public Works will support the initiative by offering graffiti removal, and neighborhood cleanup coordination and resources, as well as tree planting and maintenance. The Department Public Utilities will be involved in Love Your Block through educating neighborhood volunteers about water quality issues, and supporting projects that reduce stormwater pollution.

THE CITIES OF SERVICE DECLARATION OF SERVICE



WHEREAS America has a proud tradition of service and volunteerism that dates back to the colonial era and today can be found in communities across the fifty states;

WHEREAS the bipartisan Edward M. Kennedy Serve America Act, signed into law by President Barack Obama on April 21, 2009 builds on this tradition, encouraging all Americans to serve their communities in new ways;

WHEREAS cities, home to many of the nation's most persistent challenges, are positioned to bring new leadership, facilitation, and innovation to the service movement;

WHEREAS the current need for public-spirited residents to help address increased hardship resulting from the global financial and housing crises is clear;

WHEREAS service enriches the lives of Americans of all ages, and each new generation of young Americans must be engaged to tackle emerging challenges;

NOW, THEREFORE, we resolve to develop a coalition of mayors from cities large and small to work together to harness and focus the energies of our citizens. Cities of Service coalition members will support efforts to increase service opportunities in our cities by:

Developing a comprehensive service plan and a coordinated strategy focused on matching volunteers and established community partners to the areas of greatest local need;

Working with other mayors and elected officials to advance strategies and best practices that accelerate the service movement and produce measurable results;

Encouraging other mayors to join this national effort to engage our citizens; and

Ensuring that the voice of cities is heard in federal legislative, policy, and program discussions related to service, which will help the country achieve the ambitious goals of the Serve America Act.

Levar M. Stoney

March 14, 2017

MAYOR'S SIGNATURE

MAYOR'S NAME - PLEASE PRINT

TODAY'S DATE

900 East Broad St., Suite 201

Richmond, VA 23219

MAYOR'S OFFICE ADDRESS

CITY, STATE, ZIP

RVAMayor@richmondgov.com

804-646-7970

MAYOR'S EMAIL ADDRESS

MAYOR'S TELEPHONE

Paul Manning

Chief Service Officer

STAFF CONTACT NAME

STAFF CONTACT TITLE

Paul.Manning@richmondgov.com

804-646-6528

STAFF CONTACT EMAIL ADDRESS

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