

GRANT CONTRACT

THIS GRANT CONTRACT is made this 10th day of December, 2024 between the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City"), and Rings vs. Rent Scholarship Foundation, a Virginia nonstock 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. 2024-316 adopted December 9, 2024, funds in the amount of \$250,000.00 ("Grant Funds") have been appropriated for a gift to the Recipient in the City's 2025 Fiscal Year Non-Departmental Budget to support Recipient's programmatic activities at Martin Luther King, Jr. Middle School during School Year 2024-2025.
- C. Section 12-15 of the Code of the City of Richmond requires the Recipient to enter into a grant contract with the City prior to the City's disbursement of the Grant Funds to the Recipient.

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:

Tiffany Ford
Department of Neighborhood and Community Services
900 East Broad Street, Suite 501
Richmond, Virginia 23219

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:

Queen Bailey
Rings Vs. Rent Scholarship Foundation
7372 Patriots Landing Place

Quinton, Virginia 23141



- 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 one lump sum as soon as practicable following a full execution of this Contract and the City's receipt of the following:
 - i. Budget for the Grant Funds;
 - ii. Executed partnership agreement with Richmond Public Schools ("Partnership Agreement") for School Year 2024-2025 that aligns with the budget and Scope of Services detailed in Section 3;
 - iii. Current policies and procedures manual or the equivalent;
 - iv. Documentation of payroll expenses; and
 - v. Invoice for expenses to be paid with Grant Funds.
- 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. Enroll in the program of at least 100 individual students enrolled and attending Martin Luther King, Jr. Middle School;
 - B. Track attendance and progress toward goals identified in the Partnership Agreement of the at least 100 individual students enrolled in and attending Martin Luther King, Jr. Middle School; and
 - C. Have employed the following positions identified in the Recipient's School Year 2024-2025 budget for the Grant Funds:
 - i. Building Administrator
 - ii. Assistant Director/Grade 8 Life Skills Coach
 - iii. Grade 7 Life Skills Coach
 - iv. Grade 6 Life Skills Coach
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. Documentation of enrollment of at least 100 individual students enrolled in and attending Martin Luther King, Jr. Middle School;
 - B. Documentation of participant attendance and participant progress toward goals identified in the Partnership Agreement; and
 - C. Documentation of payroll for the following positions identified in the Recipient's School Year 2024-2025 budget for the Grant Funds:
 - i. Building Administrator
 - ii. Assistant Director/Grade 8 Life Skills Coach
 - iii. Grade 7 Life Skills Coach
 - iv. Grade 6 Life Skills Coach
5. **Reporting.** The Recipient shall furnish the City's point of contact with a written report on its use of the Grant Funds semi-annually by submitting Non-Departmental Program Interim and Final Program Reports.
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 charitable institution or association as detailed in a 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.
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 City monies by the City Auditor on demand and without notice.
10. **Record Retention.** The Grantee agrees to maintain all financial records, books, and relevant supporting documentation related to this grant for a period of not less than five (5) years from the expiration or earlier termination of this agreement, or for such time as otherwise required by law, whichever is longer. These records shall be maintained in accordance with generally accepted accounting principles (GAAP) and be readily available for inspection and audit by authorized representatives of the City of Richmond upon written request. Such records shall be maintained locally or deliverable at the Grantee's expense to a location in the metropolitan Richmond area.

Effective as of the date first written above.

RECIPIENT:

CITY:

By:

Michael Bailey
Chief Executive Officer

By:

J. E. Lincoln Saunders
Chief Administrative Officer

APPROVED AS TO FORM:

Deputy City Attorney Date