

INTRODUCED: June 14, 2021

AN ORDINANCE No. 2021-155

To authorize the Chief Administrative Officer to accept funds in the amount of \$75,000.00 from the Richmond Redevelopment and Housing Authority; to amend the Fiscal Year 2020-2021 Special Fund Budget by creating a new special fund for the Department of Police called the RRHA Crime Prevention Special Fund; and to appropriate the grant funds received to the Fiscal Year 2020-2021 Special Fund Budget by increasing estimated revenues and the amount appropriated to the new Department of Police’s RRHA Crime Prevention Special Fund by \$75,000.00 for the purpose of funding the salary of a program manager to be employed by the City to implement certain prevention and intervention strategies aimed at reducing criminal activity in public housing communities.

Patrons – Mayor Stoney and Ms. Lambert

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JUN 28 2021 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer is authorized to accept funds in the amount of \$75,000.00 from the Richmond Redevelopment and Housing Authority for the purpose of funding the salary of a program manager to be employed by the City to implement certain prevention and intervention strategies aimed at reducing criminal activity in public housing communities.

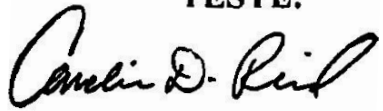
AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: JUN 28 2021 REJECTED: _____ STRICKEN: _____

2. That Ordinance No. 2020-050, adopted May 11, 2020, which adopted a Special Fund Budget for the fiscal year commencing July 1, 2020, and ending June 30, 2021, and made appropriations pursuant thereto, be and is hereby amended by creating a new special fund for the Department of Police called the RRHA Crime Prevention Special Fund for the purpose of funding the salary of a program manager to be employed by the City to implement certain prevention and intervention strategies aimed at reducing criminal activity in public housing communities.

§ 3. That Ordinance No. 2020-050, adopted May 11, 2020, which adopted a Special Fund Budget for the fiscal year commencing July 1, 2020, and ending June 30, 2021, and made appropriations pursuant thereto, be and is hereby amended by increasing revenues from the funds accepted pursuant to section 1 of this ordinance by \$75,000.00 and increasing the amount appropriated to the new Department of Police's RRHA Crime Prevention Special Fund by \$75,000.00 for the purpose of funding the salary of a program manager to be employed by the City to implement certain prevention and intervention strategies aimed at reducing criminal activity in public housing communities.

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

A TRUE COPY:
TESTE:

Carolin D. Reed
City Clerk



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

O&R REQUEST

DATE: May 19, 2021

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor *[Signature]*

THROUGH: Lincoln Saunders, Acting Chief Administrative Officer *JLS*

THROUGH: Sheila White, Director of Finance *Sheila White*

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

FROM: Gerald M. Smith, Chief of Police *Chief Gerald M Smith 5/19/2021*

RE: Acceptance and appropriation of \$75,000 from the Richmond Redevelopment and Housing Authority (RRHA. Authorization to execute the attached Memorandum of Understanding to hire a Program Manager to coordinate crime prevention strategies in Richmond Public Housing Communities

ORD. OR RES. No. _____

PURPOSE: Two ordinances are requested. The first ordinance is to authorize the Chief Administrative Officer (CAO) to accept \$75,000.00 from RRHA and appropriate the same to a new line item titled RRHA Crime Prevention in the Richmond Police Department FY2021 Special Fund Budget for the purpose of hiring a grant fund Program Manager to implement certain prevention and intervention strategies in an effort to minimize criminal activity in public housing communities.

The second ordinance is to authorize the Acting Chief Administrative Officer (ACAO) to execute a Memorandum of Understanding between the City of Richmond Police Department (RPD) and RRHA in support of hiring a Program Manager to coordinate crime prevention strategies in RRHA communities in the amount of \$75,000.00 from RRHA.

REASON: RRHA has awarded RPD \$75,000 to hire a grant funded Program Manager to implement certain prevention and intervention strategies in an effort to minimize criminal activity in public housing communities. This partnership must be supported by an executed Memorandum of Understanding with the City of Richmond.

RECOMMENDATION: It is recommended that this funding is accepted and appropriated to a new line item titled RRHA Crime Prevention in the Richmond Police Department FY 2021 Special Fund Budget for the purpose of hiring a Program Manager to implement certain prevention and intervention strategies in an effort to minimize criminal activity in public housing communities. It is also recommend that the City Administration accept and execute the companion memorandum of understanding.

BACKGROUND: This Memorandum of Understanding was issued with the full support of RPD and RRHA in an effort to minimize criminal activity in public housing communities. The attached Memorandum of Understanding outlines the envisioned partnership and supports RPD hiring a grant funded Program Manager to work with RRHA in the development and implementation of crime prevention strategies in RRHA communities per the terms of the Memorandum of Understanding.

FISCAL IMPACT / COST: These funds will increase the FY2021 Special Funds Budget and failing to adopt this Memorandum of Understanding will negate the \$75,000 from RRHA.

FISCAL IMPLICATIONS: The addition of these funds (\$75,000) will allow the Richmond Police Department to hire a Program Manager to coordinate crime prevention efforts with RRHA. If this funding is not adopted or if the memorandum of understanding is not executed RPD will be unable to hire for this position.

BUDGET AMENDMENT NECESSARY: Yes. This request amends the FY2021 Special Fund Budget.

REVENUE TO CITY: The companion budget appropriation will provide a \$75,000 increase to the FY21 Special Fund

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: June 14, 2021

CITY COUNCIL PUBLIC HEARING DATE: June 28, 2021

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Public Safety and City Council Committee

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None.

AFFECTED AGENCIES: Department of Finance, Department of Budget and Strategic Planning and the Richmond Police Department

RELATIONSHIP TO EXISTING ORD. OR RES.: Special Fund Budget, Ordinance 2020-050.

REQUIRED CHANGES TO WORK PROGRAM(S): None.

ATTACHMENTS: Agreement between the City of Richmond and RRHA

O&R Request

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STAFF:

Gerald M. Smith, Chief of Police, Gerald.Smith@richmondgov.com

William B. Friday, Deputy Chief, Richmond Police Department, William.Friday@richmondgov.com

Victoria N. Pearson, Esq., Deputy Chief, Richmond Police Department, Victoria.Pearson@richmondgov.com

Matthew E. Peanort, III., Deputy Director, Business Services, Matthew.Peanort@richmondgov.com

AGREEMENT
between
The City of Richmond
and
The Richmond Redevelopment & Housing Authority

This Agreement (“Agreement”) dated this _____ day of _____, 2021, (“the Commencement Date”) by and 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, (“RRHA”) each a “Party” and collectively the “Parties,” is binding among and between the Parties as of the date of the City’s final signature.

WHEREAS:

RRHA is responsible for providing quality housing opportunities for low-income residents;

RRHA, through its Department of Public Safety, has begun implementing certain prevention and intervention strategies in an effort to minimize criminal activity and the effects thereof;

RRHA does not have its own police department, responsible for investigating and responding to crimes on RRHA properties;

The City, through its Department of Police (“RPD”), desires to partner with RRHA on the aforementioned strategies.

NOW THEREFORE:

The parties, intending to be legally bound, agree as follows:

1. Program Manager.

- a. Upon the Commencement Date of this Agreement, the City will proceed to advertise for the position of Program Manager within the Richmond Department of Police’s Community Youth and Intervention Services, as more particularly detailed on EXHIBIT A, attached hereto (the “Program Manager”).
- b. The City, in consultation with the RRHA’s Director of Public Safety, shall select and hire a Program Manager to perform the services set forth in Exhibit A. Notwithstanding the foregoing, the Program Manager shall be an employee of the City and the City, in its sole discretion, shall be responsible for all employment and personnel decisions pertaining to the Program Manager.
- c. The Program Manager may respond to requests from the RRHA’s Director of Public Safety. Notwithstanding the foregoing, the parties agree that the Program Manager is subject to all applicable laws and City policies and will not enforce any directive from the RRHA’s Director of Public Safety in violation thereof.
- d. The City, acting through RPD, shall, on at least a monthly basis, provide RRHA’s Director of Public Safety with a written report summarizing the work completed by the Program Manager during the preceding month.

2. RRHA Funding.

- a. RRHA shall pay to the City the sum of Seventy Five Thousand and 00/100 Dollars (\$75,000.00) during the Initial Term, as defined in section 3(a), which the City shall apply

towards the Program Manager's salary, benefits, equipment, training, and any other costs attributable to the Program Manager's role within RPD. The Parties agree that the City, in its sole discretion, shall determine how such funds will be allocated among the Program Manager's salary, benefits, equipment, training, and any other costs attributable to the Program Manager's role.

- b. The City's use of all funds received by RRHA pursuant to this Agreement are subject to annual appropriations by the City Council; consequently, this Agreement shall bind the City only to the extent that the City Council appropriates sufficient funds for the City to perform its obligations hereunder.
- c. RRHA may provide additional funding, provided the same is lawfully allocated. Nothing in this Agreement shall obligate RRHA to provide any funding except for that required by Section 2(a), above.
- d. If this Agreement is terminated in accordance with the requirements of section 3(c), the City shall return all unspent RRHA funds to RRHA within thirty (30) days.
- e. Notwithstanding any provision of this Agreement to the contrary, any obligation of RRHA to remit funds to the City pursuant to this Agreement is contingent in all respects upon RRHA's Board of Commissioners approval of such funds in RRHA's annual budget for this purpose.

3. **Term.**

- a. This Agreement shall become effective upon the Commencement Date and shall remain in effect until September 30, 2021 (the "Initial Term").
- b. This Agreement may be renewed for successive periods of One (1) Year (a "Renewal Term") provided that
 - i. RRHA lawfully allocates \$75,000.00 for the Program Manager in RRHA's budget for the relevant fiscal year;
 - ii. RRHA provides notice to the City of the aforementioned allocation of funds;
 - iii. The City Council appropriates sufficient funds for the City to perform its obligations under this Agreement; and
 - iv. The City exercises the option to renew the Agreement by providing written notice of its decision to renew to RRHA.
- c. Either Party may terminate this Agreement by delivery of written notice to the other Party of the Party's intent to so terminate. Such notice must be delivered at least 30 calendar days prior to the date of termination and must otherwise be given in accordance with the requirements of this Agreement for the delivery of notices.
- d. This Agreement will automatically terminate at the end of the Initial Term or any Renewal Term unless this Agreement is renewed in accordance with the provisions therein prior to the expiration of the Initial Term or the then-current Renewal Term, whichever is applicable.

4. **Notice.**

a. **In General.** Any written notice by either party to the Agreement shall be sufficiently given by any one or combination of the following, whichever shall first occur: (i) delivered by hand to the last known business address of the person to whom the notice is due, (ii) delivered by hand to the person's authorized agent, representative or officer wherever they may be found or (iii) enclosed in a postage prepaid envelope addressed to such last known business address and delivered to a United States Postal Service official or mailbox. Notice is effective upon such delivery.

b. **Address.**

1. All notices to the City shall clearly indicate the City's Contract Number and shall be directed to:

Chief of Police
Richmond Police Department
200 W. Grace St.
Richmond, Virginia 23220

cc:

Chief Administrative Officer
900 East Broad Street, Suite 201
Richmond, Virginia 23220

City Attorney
Office of the City Attorney
900 East Broad Street, Suite 400
Richmond, Virginia 23220

2. All notices to RRHA shall be directed to:

Director of Public Safety
Richmond Redevelopment and Housing Authority
901 Chamberlayne Parkway
Richmond, Virginia 23220

cc:

General Counsel
Richmond Redevelopment and Housing Authority
901 Chamberlayne Parkway
Richmond, Virginia 23220

5. Miscellaneous.

- a. This Agreement shall not be amended, modified, supplemented, or otherwise changed except in a writing signed by the authorized representatives of the Parties. The City's Chief Administrative Officer is authorized to act on behalf of the City for purposes of amending or modifying this Agreement.
- b. This Agreement, including the exhibits incorporated therein, constitutes the complete and exclusive statement and the final written expression of all the terms of this Agreement and of the understanding between the Parties regarding those terms. No prior written agreements or contemporaneous or prior verbal statements, promises, or guaranties between the Parties regarding this Agreement's subject matter be of any force or effect.
- c. This Agreement shall be interpreted under the laws of the Commonwealth of Virginia without giving effect to any choice of law or conflict of laws rules or provisions that would cause the application of another jurisdiction's laws.
- d. Each Party has had the opportunity to have legal counsel review this Agreement and it is the product of mutual negotiation and drafting. If an ambiguity or question arises with respect to any provision herein, this Agreement shall be construed as if drafted jointly by

the Parties and nothing herein shall be construed in favor of or against either Party as the sole drafter.

- e. The parties agree that any dispute arising out of this Agreement shall be heard by a court of competent jurisdiction located in the City of Richmond, Virginia and such other courts that may lawfully hear any appeal of the same.
- f. Notwithstanding any other provision of this Agreement, the City and RRHA hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Agreement; (ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than the City or RRHA; (iii) no individual or entity shall obtain any right to make any claim against the City or RRHA under the provisions of this Agreement; and (iv) no provision of this Agreement shall be construed or interpreted to confer third-party beneficiary status on any individual or entity.

IN WITNESS WHEREOF, THE PARTIES HAVE DULY CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE(S) LISTED BELOW.

City of Richmond, Virginia, a municipal corporation of the Commonwealth of Virginia

_____ Date

Acting Chief Administrative Officer

Richmond Redevelopment & Housing Authority, a political subdivision of the Commonwealth of Virginia

_____ Date

Interim Chief Executive Officer

APPROVED AS TO TERMS:

Richmond Police Department

_____ Date

Chief of Police

APPROVED AS TO FORM:

Richmond City Attorney's Office

Tabrica C. Rantz

June 8, 2021

Date

Acting Deputy City Attorney

**EXHIBIT A:
Program Manager Job Description**