

INTRODUCED: November 6, 2023

AN ORDINANCE No. 2023-325

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 Salvation Army for the purpose of providing funding for the operation of an inclement weather shelter at 1900 Chamberlayne Avenue for the period of time between December 1, 2023, and April 15, 2024.

Patrons – Mayor Stoney, Vice President Nye, President Jones, Ms. Newbille, Ms. Trammell, Mr. Addison and Ms. Robertson

Approved as to form and legality by the City Attorney

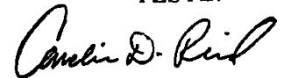
PUBLIC HEARING: NOV 13 2023 AT 6 P.M.

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 Salvation Army for the purpose of funding the operation of an inclement weather shelter at 1900 Chamberlayne Avenue for the period of time between December 1, 2023, and April 15, 2024. The Grant Contract shall be approved 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:

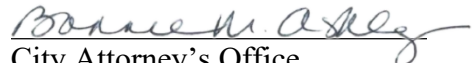


City Clerk

AYES: 9 NOES: 0 ABSTAIN:

ADOPTED: NOV 13 2023 REJECTED: STRICKEN:

APPROVED AS TO FORM:

  
City Attorney's Office



# City of Richmond

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

## Master

**File Number: Admin-2023-1888**

|                                 |  |  |
|---------------------------------|--|--|
| <b>File ID:</b> Admin-2023-1888 | <b>Type:</b> Request for Ordinance or Resolution | <b>Status:</b> Regular Agenda              |
| <b>Version:</b> 2               | <b>Reference:</b>                                | <b>In Control:</b> City Clerk Waiting Room |
| <b>Department:</b>              | <b>Cost:</b>                                     | <b>File Created:</b> 11/06/2023            |
| <b>Subject:</b>                 | <b>Final Action:</b>                             |  |
| <b>Title:</b>                   |  |  |

**Internal Notes:**

**Code Sections:**

**Agenda Date:** 11/06/2023

**Indexes:**

**Agenda Number:**

**Patron(s):**

**Enactment Date:**

**Attachments:** Admin-2023-1888 FY 23 FUNDS ATTACHMENT .docx, Admin-2023-1888 IWS - Budget Ordinance AATF.pdf

**Enactment Number:**

**Contact:**

**Introduction Date:**

**Drafter:** dominic.barrett@rva.gov

**Effective Date:**

**Related Files:**

### Approval History

| Version | Seq # | Action Date | Approver         | Action  | Due Date  |
|---------|-------|-------------|------------------|---------|-----------|
| 2       | 1     | 11/6/2023   | Traci DeShazor   | Approve | 11/7/2023 |
| 2       | 2     | 11/6/2023   | Meghan Brown     | Approve | 11/7/2023 |
| 2       | 3     | 11/6/2023   | Sheila White     | Approve | 11/7/2023 |
| 2       | 4     | 11/6/2023   | Lincoln Saunders | Approve | 11/7/2023 |
| 2       | 5     | 11/6/2023   | Mayor Stoney     | Approve | 11/7/2023 |

### History of Legislative File

| Ver- sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|------------|--------------|-------|---------|----------|-----------|--------------|---------|
|            |              |       |         |          |           |              |         |

**Text of Legislative File Admin-2023-1888**

**City of Richmond**  
Intracity Correspondence

**DATE:** November 1st, 2023

**TO:** The Honorable Members of City Council

**THROUGH:** The Honorable Levar M. Stoney, Mayor

**THROUGH:** J.E. Lincoln Saunders, Chief Administrative Officer

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

**THROUGH:** Meghan Brown, Interim Director of Budget and Strategic Planning

**THROUGH:** Traci DeShazor, Deputy Chief Administrative Officer for Human Services

**FROM:** Dominic Barrett, Strategic Projects and Grants Advisor - Office of Human Services

**RE:** To establish an Inclement Weather Shelter at 1900 Chamberlayne Ave.

**ORD. OR RES. No.**

**PURPOSE:** This request speaks to multiple ordinances necessary to establish an Inclement Weather Shelter at 1900 Chamberlayne Ave:

- 1) To authorize the Chief Administrative Officer to execute a grant contract between the City of Richmond and The Salvation Army for the purpose of funding an Inclement Weather Shelter at 1900 Chamberlayne Ave.
  
- 2) To amend the Fiscal Year 2023-2024 General Fund Budget to:
  - a. transfer:
    - \$650,000 from the Non-Departmental agency, Fifth Street Baptist Church - Inclement Weather Shelter line item
    - \$313,388 from the Non-Departmental agency, Commonwealth Catholic Charities - Inclement Weather Shelter line item
    - \$396,851 from the Non-Departmental agency, RVA Sisters Keeper - Inclement Weather Shelter line item
    - \$29,228 from the Non-Departmental agency, United Nations Church international of VA, Inc. - Inclement Weather Shelter line item

- b. create a new line item in the Non-departmental agency entitled “Salvation Army - 1900 Chamberlayne”
- c. appropriate all such transferred funds in the amount of \$1,389,467 to such new line item in the Non-Departmental agency for the purpose of making a grant to operate an Inclement Weather Shelter at 1900 Chamberlayne Ave.

**BACKGROUND:** In April of 2023 Mayor Levar Stoney and City Council declared a housing crisis in the City of Richmond. Emergency shelters for persons without housing serve as a safety net of last resort for this vulnerable population. In its 2020-2030 strategic plan to end homelessness, the City identified a 150 bed shortage in emergency shelter beds. This O&R request supports one component of the strategy to meet the urgent need for more shelter capacity. The Salvation Army, a member of the Greater Richmond Continuum of Care (GRCoC), has agreed to help in expanding capacity to serve more single adults experiencing homelessness.

Salvation Army agrees to provide services and a location for inclement weather shelter (IWS) at a building owned by them at 1900 Chamberlayne Ave. For years, the City has faced a challenge every winter in finding providers and locations for IWS. Locations and providers have changed frequently, an unpredictable resource for unsheltered persons at physical risk in extreme weather.

This O&R request covers multiple components to meet the urgent need for inclement weather shelter for single adults. As a result, 150 IWS beds will be ready for operation this winter. This O&R seeks authorization to achieve the following:

- 1) An operating grant between the City and Salvation Army, an experienced emergency shelter provider since 1984. The amount of the grant is \$1,424,369.25 for FY 24. Salvation Army agrees to run a 150-bed IWS for single adults from December 1, 2023, through April 15, 2024
- 1) Re-appropriation of \$1,389,467 in unspent shelter funds from FY23 non-departmental lines to fund FY24 costs to operate the shelter.

Note: Ordinance No. 2022-349, adopted December 12, 2022, appropriated \$17,107,509.00 in surplus revenues to various agencies and non-departmental programs including \$3,129,685 appropriated in the Non-Departmental for implementing inclement weather shelter. As detailed in the “FY 23 Funds” Attachment, within the \$3,129,685 were funds appropriated to new and existing line items, in which funds remain. (SEE FY 23 FUNDS ATTACHMENT)

Available funds referenced above were rolled over into the FY24 budget as part of an encumbrance roll completed in September of 2023. The funds are not contractually obligated and are available to be transferred for the FY24 shelter-related purposes outlined in this O&R. Funds carried over from year to year in an encumbrance roll do not show up in the budget adopted in May, as the roll does not occur until weeks or months after the budget is adopted. This O&R seeks to appropriate a total of \$1,389,467 in rolled

FY23 funds. The remaining FY24 operating contract costs will come from FY24 General Fund dollars in the Office of the Deputy Chief Administrative Officer for Human Services that were appropriated in the FY24 General Fund budget for shelter expenses.

**COMMUNITY ENGAGEMENT:** Administration presentations at public meetings with public comment including: City Council's Organizational Development Committee on 9/5/23, Public Safety Committee on 9/26/23, and Education and Human Services Committee on 9/14/23 and 10/12/23; site visits and meetings with members of City Council in September and October; Administration presentation to October meeting of Chamberlayne Industrial Center Association and Edgehill Chamberlayne Court Civic Association. The attached Ordinances are also heavily informed by the Strategic Plan to End Homelessness 2020-2030 which was released in May of 2020 and involved extensive community engagement including Advisory Board leadership, public surveys, and public meetings.

**STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL:** RES. 2023-R019, which was adopted 4/10/23, declared a housing crisis; Strategic Plan to End Homeless 2020-2030: Finalized May 8, 2020.

**FISCAL IMPACT:** None

**DESIRED EFFECTIVE DATE:** Upon Adoption

**REQUESTED INTRODUCTION DATE:** November 6th, 2023

**CITY COUNCIL PUBLIC HEARING DATE:** November 13th, 2023

**REQUESTED AGENDA:** Consent

**RECOMMENDED COUNCIL COMMITTEE:** Education and Human Services

**AFFECTED AGENCIES:** Budget and Strategic Planning, Finance, Human Services, Housing and Community Development

**RELATIONSHIP TO EXISTING ORD. OR RES.:** Ordinance 2023-071

**ATTACHMENTS:** FY 23 Funds table, Grant Contract and Budget

**STAFF:** Stephen Harms, Senior Policy Advisor - Office of Chief Administrative Officer, 646-0043

Dominic Barrett, Strategic Projects and Grants Advisor - Office of Human Services, 646-5861

## FY 23 FUNDS ATTACHMENT

| Line   | Amount appropriated<br>via Ord 2022-349 | Unspent and unobligated<br>amount rolled into FY24 to<br>be re-appropriated by this<br>ordinance |
|--|---|--|
| New Line Item: Fifth Street Baptist Church – Inclement Weather Shelter.”                   | \$650,000                               | \$650,000  |
| Existing Line Item: Commonwealth Catholic Charities - Inclement Weather Shelter            | \$313,338                               | \$313,338  |
| New Line Item: RVA Sisters Keeper - Inclement Weather Shelter                              | \$837,000                               | \$396,851  |
| New Line Item: United Nations Church international of VA, Inc. - Inclement Weather Shelter | \$1,158,086                             | \$29,228   |

## GRANT CONTRACT

THIS GRANT CONTRACT (this "Contract") is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2023, between the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City"), and The Salvation Army, a Georgia non-stock corporation authorized to do business in 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 associations provide services to residents of the locality.
- B. By Ordinance No. <INSERT ORDINANCE NUMBER> adopted on <INSERT DATE>, authorizes the City to enter into this grant contract providing funds in the amount of \$1,424,369.25 as a gift to the Recipient for the purposes set forth herein ("Grant Funds") for the purpose of improving, equipping, and operating an inclement weather shelter (the "Inclement Weather Shelter") to serve individuals experiencing housing crisis at facilities owned by Recipient, such Shelter to be located at 1900 Chamberlayne Avenue in the City (the "Premises").
- C. The Recipient will operate the Inclement Weather Shelter for the period beginning December 1, 2023 and ending April 15, 2024 subject to the terms and conditions set forth in this Grant Contract.

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

- 1. **The City and the Recipient agree that they will negotiate in good-faith a more comprehensive set of agreements which shall be referred to as the Construction Grant, the Amended Grant Contract, and Resource Center Lease.**
- 2. **Contact Information.**
  - A. The City's point of contact for purposes of this Contract is:

Traci J. Deshazor  
Deputy Chief Administrative  
Officer for Human Services and  
Chief Equity Officer  
City of Richmond  
900 E. Broad Street  
Richmond, Virginia  
23219  
804.646.8811



traci.deshazor@rva.  
gov

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:

Major Samuel Kim, Area Commander  
The Salvation Army Central Virginia Area Command  
2 West Grace Street  
Richmond, VA 23241  
804.591.3807  
[Samuel.kim@uss.salvationarmy.org](mailto:Samuel.kim@uss.salvationarmy.org)

With a copy to:

The Salvation Army  
1424 Northeast Expressway NE  
Brookhaven, GA 30329  
Attn: Legal Department  
[Ussthq.legal@uss.salvationarmy.org](mailto:Ussthq.legal@uss.salvationarmy.org)

- 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. **Budget.** The parties acknowledge that Recipient has prepared a budget of the anticipated costs Recipient expects to incur in connection with performing the scope of services identified in Section 3 of this Contract (the "Budget"), which costs include, by way of illustration and not limitation, upfit of the Premises, utilities, insurance, program staff, furniture, fixtures and equipment, maintenance, etc. (collectively, the "Budgeted Costs"), which has been reviewed and approved by the City. For the avoidance of doubt, the Budgeted Costs expressly exclude all costs of providing security for the Inclement Weather Shelter, which shall be at the sole cost and expense of the City.
- B. **Payment.** The City shall pay to the Recipient the Grant Funds within thirty (30) days of full execution and delivery of this Contract.
- C. **Completion.** If the Recipient has any part of the Grant Funds

remaining 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 remain. 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 perform the following, in accordance with the budget attached hereto as Exhibit A and incorporated herein:

A. **Equipping of and Improvement to the Premises.**

- i. Recipient shall utilize up to \$42,728.00 on furniture, fixtures, and equipment necessary for its performance under this Grant Contract.
- ii. Recipient shall utilize up to \$104,160 to make improvements to the Premises necessary for its performance under this Grant Contract.

B. **Operation of Inclement Weather Shelter.**

- i. During Fiscal Year 2024
  - a. *Operation.* Beginning December 1, 2023 and continuing through April 15, 2024, Recipient shall operate an Inclement Weather Shelter with capacity of not less than one hundred fifty (150) beds for individual men and women at the Premises, and capable of serving as close as practicable to 150 individuals on a nightly basis depending upon demand for such beds.
  - b. *Cost.* Recipient shall expend up to \$1,277,481.25 to operate the Inclement Weather Shelter in Fiscal Year 2024.
- ii. Operating Standards. At all times during the Term of this Contract, Recipient shall operate of the Inclement Weather Shelter in accordance with its Operating Procedures, attached hereto as Exhibit B and will use commercially reasonable efforts to ensure the following:
  - a. The Inclement Weather Shelter will operate a minimum of 15 hours each day, from 5:00 p.m. to 8:00 a.m., seven (7) days a week.

- b. The Inclement Weather Shelter will extend its hours until 9:00 a.m. in the event of extreme temperatures or precipitation if directed by the City; and will remain open for up to 24 hours at the direction of the City in the event of a severe weather occurrence as directed by the City.
- c. The Inclement Weather Shelter will include two (2) meals per overnight and bed accommodations in a manner reasonably customary among providers of overnight emergency shelter in the City.
- d. The Inclement Weather Shelter will be appropriately staffed in a manner reasonably customary among providers of overnight emergency shelter in the City; provided, however, that the City shall provide at its sole cost and expense adequate security for the Inclement Weather Shelter during all hours of its operation. The City's security staff shall reasonably cooperate with and follow the direction of Recipient, who shall be solely responsible for the management and operation of the Inclement Weather Shelter.

4. **Performance Goals.** In consideration of the City's grant of the Grant Funds to the Recipient, the Recipient will perform the scope of services set out in section 3 above and provide reports upon the City's request as provided in section 5 below. For the avoidance of doubt, provided that Recipient continues to perform the scope of services provided in Section 3, Recipient's failure to achieve any of the Performance Goals shall not, in and of itself, be deemed an event of default under this Contract.

5. **Reporting.** Recipient shall:

- A. Maintain detailed records regarding all expenditures of the Grant Funds and submit required supporting documentation with all invoices.
- B. Submit to the City monthly reports not later than ten (10) business days following the end of the reporting period. Reports shall include information on the following:
  - Number of Individuals Assisted
  - Demographics to include Age, Gender, Household Income by Federal Poverty Level, Race, Ethnicity, and the clients' last known places of residency
  - Shelter utilization rates
- C. Complete any additional forms or reports including occasional monthly reports and provide any additional information that may be reasonably required by the City.

- D. Maintain all books, records, and other documents relating to this Contract for seven years following the expiration of this Contract.
- E. Not disclose any protected health information to the City and shall abide by the Health Insurance Portability and Accountability Act of 1996, as amended, and other applicable laws, rules, and regulations regarding such information
- F. Contractually obligate all contractors or sub-contractors to abide by the same reporting requirements, as applicable.

**6. Release, Indemnity, and Insurance.**

**6.1 Release.** The City shall not be liable for any personal injury or property damage to Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers irrespective of how the injury or damage is caused, and Recipient hereby releases the City from any liability, real or alleged, for any personal injury or property damage to Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers irrespective of how the injury or damage is caused. Nothing herein shall be construed as a waiver of the sovereign immunity granted to the City by the Commonwealth of Virginia statutes and case law to the extent that it applies. This Section 6.1 will survive the expiration of this Contract.

**6.2 Indemnity.** Recipient shall indemnify and defend the City and its agents, contractors, employees, officers, and volunteers from and against any and all losses, liabilities, claims, damages, and expenses, including court costs and reasonable attorneys' fees, caused by, resulting from, or arising out of any claim, action, or other proceedings, including any claim, action or other proceedings that is based on, arising out of, or related to (i) Recipient's breach of this Contract, (ii) the performance of any activities under this Contract; (iii) the conduct or actions of Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers within or outside the scope of this Contract, or (iv) any error, omission, negligent act or intentional act of Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers. This Section 6.2 will survive the expiration of this Contract.

**6.3 Insurance.** The Recipient shall ensure that commercial general liability insurance with a combined limit of not less than \$1,000,000 per occurrence, \$1,000,000 in auto liability, and at least \$500,000 in Worker's Compensation insuring the Recipient and any of its agents, contractors, employees, invitees, licensees, officers, or volunteers performing services on behalf of the Recipient

pursuant to this Contract, with an insurer licensed to transact insurance business in the Commonwealth of Virginia is maintained throughout the duration of this Contract. The insurance policy or policies under which the required insurance is provided shall list the City as an additional insured and shall be effective before the Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers perform any activities contemplated by this Contract. The Recipient shall furnish the City with copies of the required additional insured endorsements and such certificates of insurance evidencing the existence of the required insurance coverage as the City may request.

7. **Term.** The Term of this Contract shall begin on December 1, 2023 and expire on April 15, 2024, unless earlier terminated in accordance with its terms.
8. **Events of Default.** Each of the following events (hereinafter called an “Event of Default”) shall be a default by Recipient hereunder:
  - A. The Recipient files a voluntary petition in bankruptcy.
  - B. The Recipient fails to maintain its corporate existence.
  - C. The Recipient fails to be and remain for the duration of this Contract a charitable institution or association as detailed in Section 15.2-953(A) of the Code of Virginia.
  - D. Following notice by City and ten (10) days opportunity to cure, Recipient fails to perform the Scope of Services set forth in Section 3 of this Contract. In the event that ten (10) days is insufficient for cure by Recipient, the cure period shall be extended by such reasonable time as may be agreed to by the parties in writing prior to its expiration provided that the Recipient acts with commercially reasonable diligence to effect such cure. Should the parties fail to agree on the additional time needed to allow Recipient’s cure, then the cure period shall be extended to thirty (30) days from City’s notice.

**8.1 Effect of Recipient Default.** In the case of an occurrence of an Event of Default and subject to any applicable cure period in Section 8.D, the City will have the right to terminate the Grant provisions of Section 2 of this Contract and upon notice to Recipient of its exercise of that right will have no further obligation relating thereto and the Recipient will no longer be eligible for any Grant payments hereunder. Notwithstanding the foregoing, the provisions of Section 8.2 below shall survive the termination of the Grant provisions of this Contract until all of the Recipient’s obligations have been satisfied.

**8.2 Repayment Obligation.** Upon notice of termination of this Contract by City or Recipient, the Recipient shall repay to the City any and all unexpended Grant Funds

paid to it pursuant to this Contract as of the date upon which the Event of Default occurs within 30 days of written demand by the City to the Recipient's Point of Contact for such repayment. Such written notice shall be (i) delivered in person, (ii) sent postage prepaid by United States registered or certified mail, return receipt requested or (iii) sent by express delivery service promising next day delivery. Notwithstanding the foregoing, Recipient shall have no obligation to repay to the City any encumbered but unexpended Grant Funds attributable to the operation of the Shelter prior to such notice of termination.

9. **Authorization to Act.** The Chief Administrative Officer of the City of Richmond, Virginia or a designee thereof is authorized to act on behalf of the City, respectively, under this Contract.
10. **Acknowledgement of Donation.** The Recipient shall, in conjunction 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 acknowledgment must be included in any promotional materials, brochures, publications, websites, or other visible locations referencing the project. 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 referencing the project.
11. **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 measures set forth in this Contract.
12. **Signature Authority.** The Recipient represents and warrants that 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.
13. **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.
14. **Entire Agreement; Amendments; Assignments.** This Agreement constitutes the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that in

no event may this Agreement or any of the rights, benefits, duties, or obligations of the parties hereto be assigned, transferred or otherwise disposed of without the prior written consent of the other, which consent either party may withhold in its sole and absolute discretion.

15. **Severability.** If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
16. **No Partnership or Joint Venture.** It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstance whatsoever as creating and establishing the relationship of copartners or creating or establishing a joint venture between the parties or as designating any party to the Agreement as the agent or representative of any other party to the Agreement for any purpose.
17. **No Third-Party Beneficiaries.** The parties 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 the Recipient; (iii) no other individual or entity shall obtain any right to make any claim against the City or the Recipient 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.
18. **Limitation of Liability.** No director, officer, employee, contractor, deputy, agent or representative of either party shall be personally liable to another party to this Agreement or any successor in interest under this Agreement or on any obligation incurred under the terms of this Agreement. This Section shall survive the expiration or earlier termination of this Agreement.
19. **Exercise of Grants and Lease.** Once Parties execute the Construction Grant, Resource Center Lease, and Amended Grant Contract, this Inclement Weather Shelter Agreement will terminate with no penalty.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE(S) FOLLOW]

Effective as of the date first written above.

RECIPIENT:

THE SALVATION ARMY,  
a Georgia non-stock corporation

By: \_\_\_\_\_  
Name:  
Its:

CITY:

The City of Richmond, Virginia,  
A municipal corporation and political  
subdivision of the Commonwealth of  
Virginia

By: \_\_\_\_\_  
J. Lincoln Saunders  
Chief Administrative Officer

APPROVED AS TO FORM:

  
Deputy City Attorney



**EXHIBIT A**  
**INCLEMENT WEATHER SHELTER BUDGET**  
**December 1, 2023, through April 15, 2024**

**OPERATING EXPENSES**

|   |           |                     |
|---|-----------|---------------------|
| Personnel   | \$        | 326,816.60          |
| Meal service (\$20/person breakfast and dinner)   | \$        | 405,000.00          |
| Lease (\$43,000/month Dec-Apr)                    | \$        | 215,000.00          |
| Janitorial contract (\$400/weekend)               | \$        | 8,800.00            |
| Dumpster rental (\$350/month)                     | \$        | 1,750.00            |
| HMIS licenses (5@\$250)                           | \$        | 1,250.00            |
| Cell phone plans (3@\$70 month)                   | \$        | 1,050.00            |
| Supplies-custodial, dining, office                | \$        | 3,000.00            |
| Personnel recruitment                             | \$        | 4,000.00            |
| Mylar blankets (\$1 per blanket, discarded daily) | \$        | 20,250.00           |
| Client transportation (Lyft)                      | \$        | 5,000.00            |
| Utilities (\$7,000/month Dec-Apr)                 | \$        | 35,000.00           |
| Allowance for facility damages                    | \$        | 10,000.00           |
| <b>subtotal</b>                                   | <b>\$</b> | <b>1,036,916.60</b> |
| CVAC Administration 10%                           | \$        | 103,691.66          |
| <b>subtotal</b>                                   | <b>\$</b> | <b>1,140,608.26</b> |
| Mandatory 12% Support Service Fee - Divisional HQ | \$        | 136,872.99          |
| <b>Total IWS Operating</b>                        | <b>\$</b> | <b>1,277,481.25</b> |

**INCLEMENT WEATHER SHELTER EQUIPMENT/FURNISHINGS**

|  |           |                  |
|--|-----------|------------------|
| Heavy duty cots (175@\$150/unit)                       | \$        | 26,250.00        |
| Dining furniture                                       | \$        | 2,500.00         |
| Courtyard seating                                      | \$        | 2,000.00         |
| Office furniture                                       | \$        | 2,000.00         |
| Laptops (3@\$1800 per unit) (IWS)                      | \$        | 5,400.00         |
| <b>subtotal</b>  | <b>\$</b> | <b>38,150.00</b> |
| 12% Support Service Fee - Salvation Army Divisional HQ | \$        | 4,578.00         |
| <b>Total Equipment/Furnishings</b>                     | <b>\$</b> | <b>42,728.00</b> |

**INCLEMENT WEATHER SHELTER BUILDING IMPROVEMENTS**

|  |           |                   |
|--|-----------|-------------------|
| Bathroom upgrades (IWS)                                | \$        | 5,000.00          |
| HVAC (2- 7.5 ton RTUs)                                 | \$        | 40,000.00         |
| Courtyard clearing                                     | \$        | 9,000.00          |
| Fire sprinkler repair                                  | \$        | 5,000.00          |
| Internet, surveillance, controlled entrances           | \$        | 34,000.00         |
| <b>subtotal</b>  | <b>\$</b> | <b>93,000.00</b>  |
| 12% Support Service Fee - Salvation Army Divisional HQ | \$        | 11,160.00         |
| <b>Total Building Improvements</b>                     | <b>\$</b> | <b>104,160.00</b> |

**TOTAL INCLEMENT WEATHER SHELTER BUDGET** \$ **1,424,369.25**

## **Exhibit B: Inclement Weather Shelter Policies and Procedures**



### **The Salvation Army Central Virginia Area Command**

#### **Purpose and Philosophy of Care**

The Salvation Army believes that all people are created in the image of God and have inherent value. Our aim is to witness God's love by providing a safe place for people to shelter during their time of need.

#### **Mission**

The Salvation Army, an international movement, is an evangelical part of the universal Christian Church. Its message is based on the Bible. Its ministry is motivated by the love of God. Its mission is to preach the gospel of Jesus Christ and to meet human needs in His name without discrimination.

#### **Inclement Weather Shelter Purpose**

The Salvation Army inclement weather shelter (IWS) provides safe refuge from extreme weather for persons experiencing homelessness, who are sleeping outside, in a car, or someplace not meant for human habitation. The IWS is an overnight or day shelter depending upon outside temperatures. It is located at 1900 Chamberlayne Avenue in the City of Richmond. Persons must be at least 18 years old or older and unaccompanied by minors to enter the shelter.

These Policies and Procedures are in place to cultivate a respectful, safe environment for all shelter guests and staff supporting the shelter. Salvation Army personnel shall be informed and trained of these Policies and Procedures as to when and how to implement them to the best of their ability.

#### **HOURS OF OPERATION:**

December 1-April 15, the IWS is open daily from 5:00 pm to 8:00 am. Entrance shall be at the rear door facing Sledd Street. Participants may not enter the building before 5:00 pm and must exit no later than 8:00 am. the following day unless temperatures are expected to remain at or below 40 degrees during which case the shelter will remain open. To be respectful of surrounding businesses, The Salvation Army shall direct all participants to arrive at the facility no earlier than 4:00 pm, to gather and queue in the back parking lot close to the entrance, and to not loiter in the parking lot or on any business property after exiting the IWS. The IWS reserves the right to amend pre-opening policies as needed to ensure the safety of guests and respect for surrounding business. The IWS will observe quiet hours between 10:00 pm-6:00 am.

## **Exhibit B: Inclement Weather Shelter Policies and Procedures**

### INTAKE AND ORIENTATION:

Salvation Army will adhere to the following intake and orientation procedures:

- Intake: Intake takes place at 5:00 pm and concludes by 9:00 pm. Persons arriving after 9:00 pm will be accommodated as space allows. Persons that need to leave for work after intake will be allowed to return at the conclusion of their shift.
- Homeward Community Information System (HCIS): Shelter Staff will collect and enter client demographic data into HCIS.
- Medications: Shelter Staff will inquire about medications prescribed to shelter guests to ensure that medicine is stored properly and shelter guests remember to take their medication at the prescribed times. Shelter Staff will not distribute or administer medication. Additionally, Shelter Staff will instruct guests to immediately report an injury or medical emergency to shelter personnel so that they may receive an appropriate level of medical care.
- Wake-Up: Shelter staff will wake up all shelter guests by 6:45 am for breakfast. Additional wake-up calls will be made by shelter staff for shelter guests that need to depart the shelter for work. Shelter Staff will inquire about work schedules during intake.
- Weapons and Illegal Substances: Shelter staff will confirm shelter guests do not have any weapons or illegal substances in their possession as they enter the shelter.
- Space Assignments: Shelter Staff will assign a cot to each shelter guest.
- Explain services, house rules, and answer questions the person might have.

### BELONGINGS:

Generally speaking, participants may bring up to 2 bags of belongings into the IWS. Belongings may not be stored in the building or on the property during the day. Items left behind will be discarded. The Salvation Army is not responsible for any loss, theft, or damage of participants' personal belongings.

### CELLPHONE USAGE:

Cell phones must be silenced or placed on vibrate while in the shelter. Earpieces or headphones must be worn by shelter guests while cell phones are in use. Cell phone use is not allowed during quiet hours (10:00 pm - 6:00 am).

### QUIET HOURS:

Quiet Hours begin nightly at 10:00 pm and end each morning at 6:00 am. Periodic 10-minute smoke breaks will be scheduled between 7:00 and 10:00 PM and at 7:00 AM in the courtyard area. Participants that leave the shelter after curfew will not be allowed to return that night unless they are leaving for employment purposes. Proof of employment must be provided. Participants found in other parts of the property or in off-limits areas of the shelter may be asked to leave.

### MEALS:

Dinner is served 6:00 pm - 8:00 pm. Breakfast is served 6:30 am - 7:30 am. Meals must be eaten in the dining area only. No eating is allowed in the sleeping area.

### SMOKING:

Smoking and vaping indoors is strictly prohibited and will only be allowed in designated areas exterior to the building. Cigarette butts must be placed in the identified ash urns.

## **Exhibit B: Inclement Weather Shelter Policies and Procedures**

### INTOXICATION:

If under the influence of drugs or alcohol, participants must be able to care for themselves and act respectfully. If unable to do so, participants will have the option to call emergency services or exit the shelter. The consumption of illegal drugs and alcohol in or around the premises of the shelter is strictly prohibited. Guests will be asked to leave if they engage in such conduct and law enforcement may be engaged accordingly.

### PRESCRIPTION DRUGS:

Prescription drugs must be used as prescribed and not shared with or sold to other participants. If prescription drugs require refrigeration, this should be indicated to shelter staff during intake.

### ANIMALS:

Pets are not allowed in the shelter. Service dogs only are allowed but they need to be kenneled or crated inside the building when not in service. The Salvation Army has animal crates to use.

### **Zero Tolerance Policies**

Violation of the following rules for safe conduct and respectful behavior might result in immediate shelter dismissal and possibly a temporary or permanent ban from the shelter. The Salvation Army will immediately call City of Richmond police to report a crime, illegal activity and imminent threats of harm to others.

1. **INTIMIDATING/THREATENING BEHAVIOR:** No physical or verbal threatening or intimidating of shelter participants, Salvation Army personnel, or service providers security. This includes getting into personal space, yelling, making targeted comments, or throwing/knocking over objects.
2. **WEAPONS:** No weapons of any kind are allowed in the shelter. If an item can be used as a weapon, such as a box cutter or pocketknife, it must be surrendered at the door to shelter staff for the night.
3. **HARASSMENT AND/OR ABUSIVE LANGUAGE:** Using threatening or abusive language will not be tolerated. No racial slurs, sexual slurs, sexual harassment, or any other intimidation.
4. **SUBSTANCE USE ON SITE:** No use or open possession of alcohol, cannabis, or narcotics at the shelter.
5. **THEFT OR DESTRUCTION OF PROPERTY:** No stealing or intentionally destroying property belonging to The Salvation Army or shelter guests, including cell phones, cars in the parking lot, computers, and cots.
6. **SEXUAL ACTIVITY:** Engaging in any form of sexual activity is prohibited.
7. **SOLICITING NEIGHBORS/STAFF:** Any form of nuisance solicitation is prohibited.
8. **RECORDING/PHOTOGRAPHING OTHERS WITHOUT CONSENT:** No participant, staff, or any visitor to the shelter may take photos, videos, and/or recordings of others without their consent.

## **Exhibit B: Inclement Weather Shelter Policies and Procedures**

### **Shelter Client Rights and Responsibilities**

The Salvation Army respects the rights and dignity of the people it serves and will treat them in a non-coercive manner. Shelter guests have the right:

- To be treated in a manner that respects their dignity, privacy and autonomy.
- To give or refuse consent to the provision of any community service.
- To raise concerns or recommend changes in connection with IWS services.
- To expect The Salvation Army and its vendors to protect the confidentiality of all records pertaining to their shelter stay.
- To have access to services regardless of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability.

The Salvation Army will make reasonable accommodations for guests with a documented disability to the fullest extent possible.

The Salvation Army reserves the right to search a person's personal belongings as deemed necessary to promote a safe, healthy environment.

The Salvation Army is not responsible for the safe keeping of personal items during a client's stay in the IWS.

### **Client Grievance Process**

**Client Grievance Process:** If you believe that your rights have been violated, you may file a grievance. The grievance procedure involves the steps described below.

A guest who believes that his or her stated rights as an Inclement Weather Shelter guest have been violated may submit a complaint in writing to the Shelter Manager. The written complaint must state the right that has been violated and an explanation of the circumstances involved including the names of staff members or other guests involved in the situation. Accommodations will be made for those who are unable to write.

The Shelter Manager will meet with the guest as soon as possible upon receiving the written complaint. During this initial meeting, the Shelter Manager will ask for information about the situation and discuss the guest's concerns. If necessary, he/she will meet with the guest and all involved parties. As soon as reasonably possible following the initial meeting, the Shelter Manager will respond to the client indicating that a violation of the client's stated rights did or did not occur. Upon receipt of response, the guest has the option of concluding the grievance process or proceeding to the next step – an appeal of the decision. If the guest chooses to appeal the Manager's decision, the guest may submit the appeal in writing to The Salvation Army Executive Director within five (5) days of receiving the Shelter Manager's response. The Executive Director will review the grievance and the guest's appeal of the decision and respond within seven (7) working days of receiving the appeal. The Executive Director or designee may convene a review panel to consider the grievance, the Manager's response, and the resident's appeal of the original response in order to determine the appeal outcome. The decision of the Executive Director is final. In the case the grievance involves the Shelter Manager; the grievance should be submitted directly to the Executive Director to start the process and the above steps will convene. The decision of the Executive Director or his/her designee is final.

## **Exhibit B: Inclement Weather Shelter Policies and Procedures**

### **Public Health, Medical and Fire Emergencies**

In addition to policies outlined here, the Inclement Weather Shelter shall meet, as applicable, the minimum local, state, and federal government safety, sanitation, accessibility, and privacy standards. The Salvation Army may also establish standards that exceed or add to these minimum standards.

Injuries and medical concerns should be immediately reported to the shelter staff.

#### **STOP THE SPREAD:**

Shelter guests and shelter staff are encouraged to wear face masks throughout the shelter. The Salvation Army will provide face masks, hand sanitizer, and other supplies to ensure common areas remain clean and sanitary for both shelter guests and shelter staff.

There will be within the IWS a quarantine area for shelter guests exhibiting symptoms of an infectious and/or respiratory disease such as COVID, Flu, or RSV. In those instances, The Salvation Army will confer with its public health partners to access proper healthcare for those individuals and prevent infectious disease spread to other shelter guests.

#### **FIRST AID/MEDICAL EMERGENCIES:**

Shelter staff will only provide basic first aid such as band aids to shelter guests. Shelter staff will call 911 to report all known or suspected medical emergencies.

Shelter guests are also responsible for assessing their own medical needs. First Aid kits will be readily available in designated places. If a minor injury to a shelter guest requires First Aid, shelter staff shall:

- Immediately provide the shelter guest with a First Aid kit to self-administer as needed.
- Record all incidents requiring First Aid in the staff log.
- Follow up with the shelter guest to ensure their minor injury has been properly addressed and no further assistance is needed.

City of Richmond emergency responders shall train Salvation Army personnel how to respond to medical and fire emergencies, with the well-being and safety of shelter guests and personnel as the goal.

Daily Planet Health Services mobile health unit will make regular visits to the IWS to provide medical support to shelter guests.

In the event of an individual death, Salvation Army personnel shall immediately call 911 and cooperate with local authorities investigating the circumstances of the death.

#### **FIRE EMERGENCIES**

The Salvation Army IWS building has an automatic smoke and fire detection and alarm system. Building evacuation and exit routes are plainly posted in multiple locations and this information will be reviewed with shelter guests daily to ensure their safety and security. Fire extinguishers are also strategically located throughout the facility.

City of Richmond Fire and Emergency Services shall assist in training Salvation Army personnel how to respond safely and quickly in the event of a fire, including how to manually activate a building fire alarm and to carry out an emergency evacuation plan of shelter guests occupying the building.

## **Exhibit B: Inclement Weather Shelter Policies and Procedures**

### **Incident Reporting**

In the event of a serious incident impacting upon the safety and well-being of any guest or member of the IWS staff, including, but not limited to, deaths by unnatural causes or suicides, life-threatening injuries including drug overdoses, assaults, rapes, sexual assaults, or attempted rapes or sexual assaults, arrests for alleged child abuse, fires, disasters, or other events that cause evacuation of the building or injury to shelter residents, heating, water, electrical failure that is more than four hours in duration, discovery of any environmental hazard, such as lead paint or asbestos, that threatens resident health or well-being, domestic violence that results in injury of one or more residents, criminal activity on the part of emergency shelter staff, or any misconduct on the part of emergency shelter staff that results in harm to the residents or other staff members, unless otherwise directed, The Salvation Army shall immediately report the serious incident to the City of Richmond by e-mail or telephone.

The Salvation Army will maintain a chronological record of serious incidents of the type described in this section using the incident report form. In the case of injury, The Salvation Army will include a written statement of the resident's version of the events leading to an accident or incident involving such resident on all Incident reports unless the resident objects. Where a security incident has been reported, the City may take additional security measures.

### **Non-Discrimination**

*The Salvation Army certifies and agrees that The Salvation Army, its affiliates, subsidiaries, or holding companies, shall not discriminate or treat unequally or unfairly in the delivery of services any person because of race, religion, ancestry, national origin, sexual orientation, or sex; and will comply with all federal, state and local anti-discrimination laws.*