

INTRODUCED: September 26, 2022

AN ORDINANCE No. 2022-272

To authorize the Chief Administrative Officer to accept funds in the amount of \$480,000.00 from the Virginia Department of Fire Programs and to appropriate the increase to the Fiscal Year 2022-2023 Special Fund Budget by increasing estimated revenues and the amount appropriated to the Department of Fire and Emergency Services by \$480,000.00 for the purpose of the construction of the City’s burn building to enhance the safety of fire service personnel while conducting live fire training.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: OCT 10 2022 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, is authorized to accept funds in the amount of \$480,000.00 from the Virginia Department of Fire Programs for the purpose of the construction of the City’s burn building to enhance the safety of fire service personnel while conducting live fire training.

§ 2. That the funds received are hereby appropriated to the Special Fund Budget for the fiscal year commencing July 1, 2022, and ending June 30, 2023, by increasing estimated revenues by \$480,000.00, increasing the amount appropriated for expenditures by \$480,000.00 and allotting

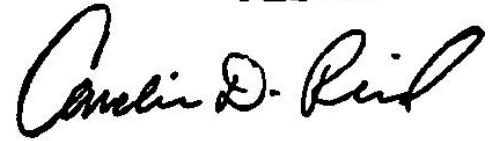
AYES: 9 _____ NOES: 0 _____ ABSTAIN: _____

ADOPTED: OCT 10 2022 _____ REJECTED: _____ STRICKEN: _____

to the Department of Fire and Emergency Services the sum of \$480,000.00 for the purpose of the construction of the City's burn building used to enhance the safety of fire service personnel while conducting live fire training.

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

**A TRUE COPY:
TESTE:**

A handwritten signature in black ink, appearing to read "Carolin D. Reed". The signature is written in a cursive style with a large initial 'C'.

City Clerk



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

O&R REQUEST

DATE: August 18, 2022 **EDITION:** 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: Lincoln Saunders, Chief Administrative Officer

THROUGH: Sabrina Joy-Hogg, Deputy Chief Administrative Officer

THROUGH: Sheila D White, Director of Finance

THROUGH: Jason May, Director of Budget and Strategic Planning

FROM: Chief Melvin Carter, Fire Chief

RE: Acceptance of Grant Funding

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer to accept an amount of \$480,000.00 from Virginia Department of Fire Programs and appropriate \$480,000.00 to the Department of Fire and Emergency Services FY23 Special Fund Budget.

REASON: Virginia Department of Fire Programs has awarded a grant to the Richmond Department of Fire and Emergency Services in support of the City's Burn Building construction project.

RECOMMENDATION: The City Administration recommends adoption of this Ordinance.

BACKGROUND: This grant initiative was awarded with the full support of Virginia Department of Fire Programs for the construction of a live fire structure (burn building).

FISCAL IMPACT / COST: The total amount of this award is \$480,000.00. The City of Richmond Fire and Emergency Services has to expense all requirements that exceed the award of \$480,000.

FISCAL IMPLICATIONS: Acceptance of this award will allow the City of Richmond Fire and Emergency Services to further its goal of supporting local emergency services activities.

BUDGET AMENDMENT NECESSARY: Yes to amend Special Fund Ordinance # 2022-056

REVENUE TO CITY: The City of Richmond will receive an additional amount of \$480,000.00 in grant funding from Virginia Department of Fire Programs to be appropriated to the FY 2023 Special Fund Budget.

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: September 26, 2022

CITY COUNCIL PUBLIC HEARING DATE: October 10, 2022

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Public Safety

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: N/A

AFFECTED AGENCIES: The Department of Finance, the Department of Budget and Strategic Planning, and the City of Richmond Department of Fire and Emergency Services

RELATIONSHIP TO EXISTING ORD. OR RES.: Adopted Special Fund Ordinance #2022-056

REQUIRED CHANGES TO WORK PROGRAM(S): none

ATTACHMENTS: Grant Award Letter and FY 2023 Special Fund Ordinance

STAFF: Fire Chief Melvin Carter, 804-646-5451



COMMONWEALTH of VIRGINIA

Brad Creasy
Executive Director

Virginia Department of Fire Programs

Brook Pittinger
ASSISTANT CHIEF OF ADMINISTRATION
AND RISK MANAGEMENT SERVICES

July 1, 2022

Melvin Carter
City of Richmond, Fire Chief
201 East Franklin Street
Richmond, VA 23219

Dear Chief Carter:

On behalf of the Virginia Fire Services Board, we are pleased to advise **Richmond City, Virginia** of a **grant award of up to \$450,000 for the new construction** of a burn building as a prop to assist in training the fire service for its jurisdiction. As outlined in the Virginia Department of Fire Programs Live Fire Structure Grant policy, the grant award is allocated as up to \$450,000 for the new construction and up to \$30,000 for architect and/or engineering services, totaling \$480,000.

According to the application submitted, the City has elected to construct a Prototype II, Class A burn building (metal container model).

This award is effective: July 1, 2022: FY2023

Accordingly, the **City has until July 1, 2023 to submit a valid building permit and begin construction** consistent with the terms and conditions of the mutually executed Disbursement Agreement. Following such date, the City will have an additional twelve (12) months to complete construction and collect the balance of their award. **The project expiration date is marked as July 1, 2024.**

Be advised that all documents are available on our website at www.vafire.com under the Grants and Local Aid: Burn Building link, including the VFSB Live Fire Structure Grant Policy which is effective as of February 2022. The City is required to review these documents very carefully in order to progress with its project in compliance with the terms and conditions of this grant award and the Policy that governs the Live Fire Structure Grant Program.

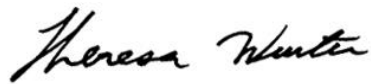
In accordance with the Live Fire Structure Grant Policy, the City will be required to attend an Orientation Meeting at one of VDFP's Division Offices within thirty (30) days of award effective date. The purpose of this meeting is to introduce VDFP staff to new grants recipients, provide an overview of the grant program, and offer an opportunity for grants recipients to ask questions about the grants process. **The City must schedule the Orientation Meeting by August 1, 2022.**

Two originals of the Burn Building Disbursement Agreement are included. The City Administrator must sign both originals and have them sent to my attention. Both originals will be counter signed by the Virginia Department of Fire Programs. One original will be returned to the City for Local file retention. **No funds disbursements will be authorized or released without the executed disbursement Agreement.**

Funds disbursement for new construction projects will be made in five (5) installments upon notification by the jurisdiction to the Agency. Once a valid building permit has been submitted and an executed Agreement is on file, the jurisdiction is eligible to draw the first 25% of the construction grant. Once A/E services are complete, jurisdictions may also request reimbursement for such services up to the amount awarded by the VFSB not to exceed \$30,000. Remaining funds disbursements for the construction grant will be made upon jurisdiction request on the percentage of completion method at 50%, 75% and 100% completion. In order to be eligible for final payment, the prop must be placed in operation. It is the responsibility of the jurisdiction to maintain all such records subject to audit by this Agency or its assignees for a period of five (5) years following the date of the last transfer of award funds to the grant recipient.

If you have any questions, feel free to contact me at my office 804/249-1958, or via email at Theresa.Hunter@vdfp.virginia.gov.

Respectfully,



Theresa Hunter
Budget and Grants Manager

Enclosure

c: Scott Garber, Chair, Virginia Fire Services Board
Betty Reeves-Noble, Chair, Burn Building Subcommittee
John Fugman, Division Chief, Virginia Department of Fire Program

VIRGINIA FIRE SERVICE GRANT PROGRAM AGREEMENT

Grant for Constructing or Repairing Burn Building or Fire Service Training Facilities

Statutory Authority: §38.2-401 of the *Code of Virginia*

This Grant Agreement, made as of the 1 day of July 2022, by and among the VIRGINIA DEPARTMENT OF FIRE PROGRAMS (the "Department"), acting as authorized on behalf of the Virginia Fire Services Board (the "Board"), and City of Richmond, (the "Grantee"), governs the distribution and use of Fire Services Grant Program moneys, as provided for in §38.2-401 (D) of the *Code of Virginia*.

WHEREAS, §38.2-401 (D) of the *Code of Virginia*, authorizes the Board to determine the distribution of grants to provide regional fire services training facilities; to finance the Virginia Fire Incident Reporting System; and to build or repair Burn Buildings; and

WHEREAS, the Grantee has submitted an application for a grant from the Fire Services Grant Fund Program to assist in funding the construction of or repair to a burn building, or funding the construction of or repair to a regional fire service training facility, City of Richmond Burn Building together with plans, specifications and project narrative for such project, more specifically described in Attachment A hereto (the "Project"); and

WHEREAS, the Board has approved the Project and has authorized the Department to act on its behalf in the distribution and administration of grants;

NOW, THEREFORE, pursuant to the authority granted to the Board and Department by §38.2-401 (D) of the *Code of Virginia*, and in consideration of the Grantee's adoption and ratification of the representations, terms and conditions as herein provided, and benefits to accrue to the Commonwealth and public from the accomplishment of this Project, the department offers a grant of \$ 480,000.00 to pay eligible Project cost subject to the terms and conditions listed below:

- 1 These funds shall be disbursed by the Department to the Grantee after the Agreement has been signed.
- 2 These funds shall be deposited in an interest-bearing account or normal risk and with a demand restriction, if any, not exceeding 30 calendar days until they are needed. The Grantee must be able to account for both the principle and the interest amounts. Any unused funds, including interest, shall be returned to the Department.
- 3 Unless an extension has been granted by the Department, the construction and/or repair tasks shall be completed, and all documentation pertaining to such activities shall be submitted to the Department on or before 12 months after the grant funds have been disbursed.
- 4 The Department may grant an extension of up to three months beyond the 12 month period to complete the construction and/or repairs, and to submit documentation. Any extension beyond three months must be submitted to the Virginia Fire Services Board for approval.

- 5 The Grantee agrees to carry out and complete all phases of the Project strictly in accordance with the plans, specifications and project narrative. The plans, specifications and project narrative may only be revised or modified with the Board or Department's prior written approval. The Grantee agrees to allow the Board representative access to the Project at all reasonable times to verify compliance with the approved plans, specifications and project narrative.
- 6 The Grantee agrees that no construction or repair work shall commence until the following types of insurance are in place for entities performing any such work, including subcontractors, and these types of insurance shall be maintained at all times while construction or repair work is being performed: (a) an All Risk Builders Risk Property insurance policy based on the completed value of all such work, with exclusions for design errors or defects removed by policy endorsement, and the locality shall be named additional insured in such policy; (b) a Workers' Compensation and Employer's Liability insurance policy covering all workers or employees engaged in such work, and, in case any such work is sublet, each subcontractor shall, similarly, provide Workers' Compensation and Employer's Liability Insurance for all of the subcontractor's workers or employees who are engaged in the work, and in amounts not less than the minimums required by the Code of Virginia and other applicable laws and regulations; (c) a Comprehensive Commercial General Liability insurance policy that provides a minimum level of \$500,000 combined single limit per occurrence, and the locality shall be named as an additional insured party in such policy; and (d) a Comprehensive Automobile Liability insurance policy that will insure against claims for property damage that may arise from the operation of motor vehicles associated with the construction or repair work, with a minimum level of \$500,000 combined single limit per occurrence. Before the commencement of any work, the locality must submit to the VDFP a Certificate of Coverage or Certificate of Insurance indicating that these types of insurance are in effect. All insurance shall be provided by insurers who are licensed to provide insurance in the Commonwealth of Virginia.
- 7 The Grantee agrees to operate and maintain the Project, now existing or built in whole or in part as a result of the Project, as a training facility for a period of 20 years from completion of this Project.
- 8 The Grantee agrees to operate, maintain and use the Project in accordance with the policies adopted by the Board, as amended from time to time.
- 9 Subject to lawful appropriation, the Grantee agrees to repay to the Department a sum which is equal to the pro-rata share (computed monthly) of all monies received under this Grant Agreement based on the period of operation and maintenance as specified in paragraph 7 above in the event that the Project ceases to be available for such specified training purposes prior to the expiration of such period, if such change in availability is due to an act or omission within the sole and direct control of the Grantee.
- 10 Grantee hereby agrees that the Project shall be maintained and operated at all times in a manner designed to prolong the useful life of the Project and that no condition will be allowed to exist that will, or is likely to, lead to a shorter than expected useful life for the Project. The Grantee further agrees to ensure appropriate encroachment factors of surrounding land for a period of 5 years from the completion date of the Project.

11 The Grantee represents to the Department that (a) its authorized representative whose signature appears below has read and understands the referenced provisions of the Code of Virginia and the Board's policy entitled "VFSB Burn Building Policy: Fire Service Grant Program. Grant Awards to Construct, Renovate, or Repair Burn Buildings throughout the Commonwealth", adopted thereunder, as amended from time to time, which are hereby incorporated into this Grant Agreement by reference in its entirety; (b) it agrees to comply with all applicable provisions of the Code of Virginia, including if appropriate, the Virginia Public Procurement Act that governs construction of public facilities by private entities. (c) It is duly authorized to enter into this Grant Agreement and to perform its obligations hereunder and has taken all necessary action to authorize such execution and performance.

12 This grant will be fully liquidated in public benefits to the Commonwealth ~~20 years~~ from the completion date of the Project and the Grantee shall have no further financial obligation to the Commonwealth under this Grant Agreement upon the expiration of such time.

13 To the extent permitted by law, the Grantee shall retain title to the Project and underlying land, and the Grantee shall not release or transfer title without first receiving written approval from the Board prior to such release, which approval shall not be unreasonably withheld.

14 The Grantee agrees to retain all books, records and other documents relative to expenditures of Grant Funds for five years from the completion date of the Project. The Board, the Department and/or State auditors shall have full access to and the right to audit any of these records during the above-referenced period.

15 The Department shall be bound hereunder only to the extent of the Fire Services Grant Funds available or which may hereafter become available for the purpose of this Grant Agreement.

16 This writing constitutes the entire Grant agreement between the parties, supersedes any existing agreement among the parties hereto relative to the matters contained herein, and may be modified only by written amendment executed by all parties.

17 This agreement shall in all respects be governed by the laws of the Commonwealth of Virginia without regard to the legislative or judicial conflict of laws rules of any state.

18 If any provision of this Grant Agreement is determined to be invalid by a court of competent jurisdiction, it shall not render the remaining portions of this Grant Agreement void or unenforceable.

19 This Grant Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

20 When any written notice or report is required or may be given hereunder, it will be deemed sufficient if the party giving such notice, request, or report delivers the same to the other party by U.S. mail, postage prepaid, or by other superior mailing, or by hand delivery. All notices, request, demands or reports delivered by mail or by hand will be deemed to have been given when received by any party hereto at the following addresses:

Grantee: Such office or mailing address as stated on the Point of Contact Form attached hereto or to such other address of which the Grantee has notified the other parties hereto in writing.

Agency and Board: Virginia Department of Fire Programs
Attn: Burn Building Grant Administration
1005 Technology Park Drive
Glen Allen VA 23059-4500

or to such other address of which the Department has notified the Grantee in writing.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Grant Agreement as of the date first above written, intending to be bound thereby.

DEPARTMENT OF FIRE PROGRAMS

BY:  8-9-22
Signature of Authorized Representative Date

Name: _____

Title: **THERESA HUNTER**
BUDGET AND GRANTS MANAGER

GRANTEE

The Grantee, City of Richmond does hereby accept and ratify all terms, conditions and agreements contained in this Grant Agreement and does hereby accept the grant and by such acceptance agrees to all of the terms and conditions hereof.

BY:  8-3-22
Signature of Authorized Representative Date

Name: Lincoln Saunders

Title: Chief Administrative Officer