

INTRODUCED: November 6, 2023

AN ORDINANCE No. 2023-324

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Subgrant and Operating Agreement between the City of Richmond and The Shockoe Foundation, for the purpose of supporting the planning, development, and initial operations of a cultural space to be located at the Main Street Station train shed in the city of Richmond.

Patron – Mayor Stoney

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 Subgrant and Operating Agreement between the City of Richmond and The Shockoe Foundation, for the purpose of supporting the planning, development, and initial operations of a cultural space to be located at the Main Street Station train shed in the city of Richmond. The Subgrant and Operating Agreement 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.

AYES: 9 NOES: 0 ABSTAIN:

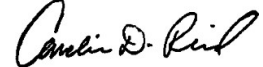
ADOPTED: NOV 13 2023 REJECTED: STRICKEN:

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

APPROVED AS TO FORM:


City Attorney's Office

A TRUE COPY:
TESTE:


City Clerk



City of Richmond

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

Master

File Number: Admin-2023-1760

File ID: Admin-2023-1760

Type: Request for Ordinance or Resolution

Status: Regular Agenda

Version: 1

Reference:

In Control: City Clerk Waiting Room

Department: Economic Development

Cost:

File Created: 10/17/2023

Subject: Development and Operation of the Shockoe Interpretive Center in MSS

Final Action:

Title:

Internal Notes:

- Requesting City Council approves:
 - (1) A Subgrant (to Mellon Foundation Grant) and Operating Agreement (“Subgrant”) between the City of Richmond and The Shockoe Foundation, for the purpose of supporting the planning, development, and initial operations of a cultural space to be located at the Main Street Station train shed in the city of Richmond.
 - (2) A Lease Agreement (“Lease”) between the City of Richmond, as lessor, and The Shockoe Foundation, as lessee, for the purpose of facilitating the development and operation of a cultural space in a portion of the Main Street Station train shed at 1500B East Main Street in the city of Richmond.
- City Council previously approved the City’s acceptance of the \$11M Mellon Foundation Grant for the Shockoe Heritage Campus Interpretive Center (the “Shockoe Center”) in the MSS train shed.
- The Shockoe Foundation was established in order facilitate implementation of the Mellon Foundation Grant and to expedite and secure the long-term financial viability of the Shockoe Center at a minimum cost to the taxpayers.
- Collectively, the Subgrant and the Leas will enable the Shockoe Foundation to undertake certain planning and fund-raising activities and to operate the Shockoe Center through both short and long-term activation that will provide a state-of-the-art immersive environment with a powerful story that interprets the history of the adjacent Devil’s Half Acre and Richmond’s larger role in the slave trade.
 - Specifically, the Subgrant will facilitate the City to subgrant \$6,927,700 of the \$11M Mellon Foundation Grant funds to the Shockoe Foundation and the

Lease will enable the Shockoe Foundation to operation the Shockoe Center in a 12,300 square foot portion of the MSS train shed (lower level).

Code Sections:

Agenda Date: 11/06/2023

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: MSS Lease - LC Approved as to Form, Ordinance - Shockoe Subrant Signed AATF, Ordinance - Shockoe Lease Signed AATF, Subgrant Contract - Shockoe Foundation w exhibits (Signed AATF for introduction)_V2

Enactment Number:

Contact:

Introduction Date:

Drafter: matthew.welch@rva.gov

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/17/2023	Sharon Ebert	Approve	10/18/2023
1	2	10/18/2023	Robert Steidel	Approve	10/19/2023
1	3	10/18/2023	Jason May	Delegated	
Notes: Delegated: Out Of Office					
1	4	10/24/2023	Meghan Brown	Approve	10/20/2023
1	5	10/26/2023	Sheila White	Approve	10/26/2023
1	6	10/26/2023	Cynthia Osborne - FYI	Notified - FYI	
1	7	10/26/2023	Sabrina Joy-Hogg	Approve	10/30/2023
1	8	10/27/2023	Lincoln Saunders	Approve	10/30/2023
1	9	11/2/2023	Mayor Stoney	Approve	10/31/2023

History of Legislative File

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

Text of Legislative File Admin-2023-1760

O&R Transmittal

DATE: October 10, 2023

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

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

THROUGH: Sabrina Joy-Hogg, DCAO Finance & Administration

THROUGH: Sheila D. White, Director of Finance

THROUGH: Jason P. May, Director of Budget & Strategic Planning

THROUGH: Robert C. Steidel, DCAO Operations Portfolio

FROM: Sharon L. Ebert, DCAO Planning & Economic Development Portfolio

RE: Development and Operation of the Shockoe Interpretive Center in MSS

ORD. OR RES. No.

PURPOSE:

1. To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Subgrant and Operating Agreement between the City of Richmond and The Shockoe Foundation, for the purpose of supporting the planning, development, and initial operations of a cultural space to be located at the Main Street Station train shed in the city of Richmond.
2. To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Lease Agreement between the City of Richmond, as lessor, and The Shockoe Foundation, as lessee, for the purpose of facilitating the development and operation of a cultural space in a portion of the Main Street Station train shed at 1500B East Main Street in the city of Richmond.

BACKGROUND:

On January 23, 2023 and June 12, 2023, City Council adopted Ord. No. 2023-022 and Ord. No. 2023-165, authorizing the City to execute a grant agreement and accept grant funds in the amount of \$11,000,000 from the Andrew W. Mellon Foundation for the purpose of supporting the planning, development, and initial operations of the Shockoe Heritage Campus Interpretive Center (the “Shockoe

Center”) in the Main Street Station train shed.

The Shockoe Foundation was established in order facilitate implementation of the Mellon Foundation Grant and to expedite and secure the long-term financial viability of the Shockoe Center at a minimum cost to the taxpayers of the city of Richmond, Virginia. The ordinances requested by this transmittal letter will enable the Shockoe Foundation to undertake certain planning and fund-raising activities and to operate the Shockoe Center through both short and long-term activation that will provide a state-of-the-art immersive environment with a powerful story that interprets the history of the adjacent Devil’s Half Acre and Richmond’s larger role in the slave trade. Specifically, the requested ordinances will (1) authorize the City to subgrant a \$6,927,700 portion of the \$11M Mellon Foundation grant funds enable The Shockoe Foundation (the “Subgrant” and (2) lease a 12,300 s.f. portion of the lower level of the Main Street Station train shed to The Shockoe Foundation for operation of the Shockoe Center.

COMMUNITY ENGAGEMENT:

Shockoe has been the focus of extensive community engagement for several years beginning in 2016 and again in 2018 around visions for the Lumpkin’s Jail/Devil’s Half Acre site. The Rose Fellowship, in 2018, was focused on Shockoe and included both small and large focus group discussions. In 2019, as part of the Shockoe Small Area Plan process there were three public visioning sessions for Shockoe that attracted a combined total of nearly 600 participants. In 2021, there was another public session to review and gather feedback on the final draft of the plan. A center piece of the Shockoe Plan is The Shockoe Project which includes the Shockoe Center, the Campus and other sites throughout the city. There will be focused community engagement in January 2024 about The Shockoe Project and its many related projects.

STRATEGIC INITATIVES AND OTHER GOVERNMENTAL:

Alignment with Existing City Plans

The creation of the Shockoe Center aligns with Richmond’s recently adopted, national award-winning Master Plan, Richmond 300: A Guide for Growth. The City’s vision is as follows:
In 2037, Richmond is a welcoming, inclusive, diverse, innovative, sustainable, and equitable city of thriving neighborhoods, ensuring a high quality of life for all.

- Objective 3.1 Preserve culturally, historically, and architecturally significant buildings, sites, structures, neighborhoods, cemeteries, and landscapes that contribute to Richmond's authenticity.
- Objective 3.3 Broaden the constituency for historic preservation by more equally representing, preserving, and sharing the sites related to traditionally under-represented groups (e.g., Native Americans, Blacks).

Goal 4: Urban Design: Establish a distinctive city comprising architecturally significant build-ings connected by a network of walkable urban streets and open spaces to support an engaging built

environment.

- Objective 4.1 Create and preserve high-quality, distinctive, and well-designed neighborhoods and Nodes throughout the city.
- Objective 4.2 Integrate public art into the built environment to acknowledge Richmond’s unique history and neighborhood identity, and engage the creative community, focusing public art efforts in areas that do not have public art today.

Goal 5: Planning Engagement: Foster a planning engagement culture that effectively and equitably builds people's capacity to organize to improve the city and their neighborhoods.

- Objective 5.1 Increase public knowledge of planning processes and continuously engage civic associations, special interest groups, and traditionally underrepresented groups in the planning process.

The City is currently finalizing a small area plan for Shockoe. The vision in the Shockoe Small Area Plan is:

Shockoe is the premiere international destination for learning and experiencing the history of the U.S. slave trade. Residents, employees, and visitors live, work, learn, and play in a mixed-use urban community that is anchored by historical landmarks, an immersive museum, and spaces for reflection and memorialization.

The Shockoe Small Area Plan is a guide for the deliberate and thoughtful redevelopment of underdeveloped sites in Shockoe and establish Shockoe as an international destination to explore the powerful and complex narrative of this sector of the City once tied to the domestic trade in enslaved Africans. The primary destination in Shockoe are places for commemoration and re-flection that include a museum and memorial park interconnected by greenspaces and surround-ed by development that supports and uplifts the Heritage Campus. Complimentary development will provide places for people to live, work, shop, and play, while the Heritage Campus provides places to learn, reflect, and heal. Shockoe will linked to the broader narrative of the city, the state, and the nation via multi-modal transportation that connect to Franklin Street and Monument Avenue, the 5th Street Cemetery, and Church Hill.

FISCAL IMPACT: The requested ordinances will have a neutral impact.

Subgrant: Funds granted to The Shockoe Foundation under the Subgrant will be limited to a portion of the funds the City actually receives from the Mellon Foundation.

Lease: In order to comply with FTA requirements, The Shockoe Foundation will pay the City annual rent of \$172,000 plus \$6,300 for parking (\$75 per month per space for seven parking spaces), with 3% annual escalation. Beginning in FY25, the Administration intends to include the amount of money that the Foundation will owe the City for rent/parking during each fiscal year cost/rent in the non-departmental budget in order to grant to the Foundation the amount of money that the Foundation will owe the city for rent/parking during each fiscal year.

DESIRED EFFECTIVE DATE: Upon adoption.

REQUESTED INTRODUCTION DATE: November 13, 2023

CITY COUNCIL PUBLIC HEARING DATE: December 13, 2023

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Finance & Economic Development

AFFECTED AGENCIES: Finance, Budget & Strategic Planning, Public Works

RELATIONSHIP TO EXISTING ORD. OR RES.: Ord. No. 2023-022 and Ord. No. 2023-165

ATTACHMENTS:

- Subgrant and Operating Agreement between the City of Richmond and The Shockoe Foundation
- Lease Agreement between the City of Richmond, as lessor, and The Shockoe Foundation, as lessee

STAFF:

Sharon L. Ebert, DCAO

Leo Mantey, Deputy Director, Senior (Dept. of Planning & Development Review)

**SUBGRANT AND OPERATING AGREEMENT
BETWEEN
THE CITY OF RICHMOND, VIRGINIA and THE SHOCKOE FOUNDATION**

This Subgrant Agreement (“Agreement”) is entered into this _____ day of _____, 2023 between the City of Richmond, Virginia a municipal corporation and political subdivision of the Commonwealth of Virginia (the “City”) and The Shockoe Foundation, a Virginia non-stock corporation (the “Foundation”).

STATEMENT OF PURPOSE

WHEREAS, the City has promulgated the Shockoe Small Area Plan to help establish Shockoe, the geographic area of the city of Richmond bound by the James River on the south, by 25th, 21st and 17th streets on the east, by Franklin, Marshall and Leigh streets on the north, and Interstate 95 and 14th Street on the west, as an international destination to explore the powerful and complex narrative of this sector of the City; has committed to a multi-phase development of the Shockoe Project in Shockoe Bottom that will include the Shockoe Memorial Park and a National Slavery Museum; has conducted archaeological work at Lumpkin’s Jail Site; plans to relocate the Winfree Cottage; seeks to establish greenways to connect destinations, and to provide economic development opportunities to add affordable housing, parking, and businesses to the area; and plans to establish primary destinations in Shockoe to facilitate commemoration and reflection in the sector pursuant to its role in the domestic slave trade; and

WHEREAS, on January 23, 2023, the City Council of the City of Richmond adopted Ordinance No. 2023-022, “To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Grant Agreement between the City of Richmond and The Andrew W. Mellon Foundation, for the purpose of supporting the planning, development, and initial operations of a cultural space to be located at the Main Street Station train shed in the city of Richmond” (the “Grant Agreement”); and

WHEREAS, the space will be known as the Shockoe Heritage Campus Interpretive Center (“Shockoe Center” or “Center”) and The Shockoe Foundation was established as an execution partner to expedite and facilitate the rapid development and to secure the long-term financial viability of the Shockoe Center at minimum cost to taxpayers; and

WHEREAS, the City has entered into the Grant Agreement with The Andrew W. Mellon Foundation (“Mellon Grant”); and

WHEREAS, the Parties wish to collaborate in a manner to expedite and ensure the above goals, this Agreement serves to define the relationship between the City and the Foundation and documents the roles and responsibilities of each in the establishment of the Center.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, and intending to be legally bound hereby, the Parties agree as follows:

1. Amount of Subgrant and Payment; Term.

1.1 The City shall pay the Foundation an amount up to \$6,927,700.00 as a subgrant of the Mellon Grant approved budget, subject to the terms and conditions contained herein (“Subgrant Funds”).

1.2 Payment shall be made in two installments: the first payment shall be made upon execution of this Agreement; and the second payment shall be made upon receipt by the City of the final payment of the Mellon grant funds, which is contingent upon the Mellon Foundation’s receipt of the design plan for the exhibition space and the FTA’s approval of the use of the space and lease agreement.

1.3 The Foundation shall encumber all Subgrant Funds prior to December 31, 2026 to fulfill the requirements set forth in section 2 below. Should the Foundation not encumber all Subgrant Funds prior to December 31, 2026 it shall return to the City any of the Subgrant Funds not so encumbered. This Section 1.3 will survive expiration of this Contract.

1.4 The Term of this Agreement shall be for ten (10) years, commencing upon full execution of this Agreement and, unless earlier terminated, expiring on the tenth anniversary.

2. Scope of Services. In consideration of the City's grant of the Grant Funds to the Foundation, the Foundation shall:

2.1 Undertake the planning, fund raising, and operations of the Shockoe Center as detailed in City’s proposal finalized on November 11, 2022 and referenced in the Mellon Grant (the “Proposal”), which Proposal is attached hereto as “Exhibit A” and incorporated herein.

2.2 Plan, design, and develop all exhibits, interactive, and immersive experiences at the Shockoe Center.

2.2.1 Long-term Activation: Using emerging technologies, the Foundation shall develop an exhibition that will provide a state-of-the-art immersive environment with a powerful story that interprets the history of the adjacent Devil’s Half Acre and Richmond’s larger role in the slave trade. The activation must last at least 10 years. The design of the long-term activation must include the ability to refresh the elements.

2.2.2 Short-term Activation: The Foundation shall ensure that the Interpretive Center is programmed to regularly welcome repeat visitors to the site. Activities, which may be developed in-house, in partnership with organizational partners, or by application, may include but will not be limited to artist interventions, temporary exhibitions, performances, lectures, workshops, tours, internships, film programs, concerts, and large-scale public festivals. The solicitation of programming and art ideas for short-term activation will follow a formal Request For Proposal (“RFP”) process, managed by the Assistant Director. The RFP respondents can be from either within or outside of the City of Richmond (as long as proposals accurately reflect the Site’s history) and can propose programs with up to \$100,000 in costs. Each RFP will require the Foundation

Board's final approval. Applications must be reviewed by an Evaluation Panel consisting of the Assistant Director, a Foundation Board representative, a community representative, and two content specific experts (e.g., historian, dance professional, arts professional, etc.). The Foundation shall review and approve up to 24 proposals per year. Programming and art openings must, to the extent possible, align with significant holidays such as Black History Month, Juneteenth, and Indigenous People's Day to ensure cultural relevance, contextualization, and celebration in Shockoe Bottom.

2.3 Staff, procure all necessary consultants, and manage the operations of the Shockoe Center.

2.3.1 The Foundation shall ensure that it is staffed, at a minimum, as follows:

2.3.1.1 Initially by an Executive Director, an Assistant Director, a Development Coordinator, an Art Exhibition Coordinator, a Program Coordinator, and a Community Engagement Manager.

2.3.1.2 Additionally, upon opening for operations, by a Programming Assistant and four visitor services staff.

2.3.2 The Foundation shall engage the following consultants, as set forth more particularly in the Proposal: a Consulting Historian, a Storytelling Consultant; a Digital Media Consultant, and Branding and Design Consultant; a Long-term Activation Design and Construction Consultant.

2.4 Designate as ex-officio members of its Board of Directors: the City of Richmond's Mayor, Chief Administrative Officer, and Richmond City Councilor for the Seventh District.

2.5 Manage, fund, develop, program, and operate the Shockoe Center in a manner wholly consistent with the goals, purposes, requirements, and expectations detailed in the Mellon Grant, which is attached hereto as Exhibit B and incorporated herein.

2.6 Provide quarterly narrative reports and detailed quarterly financial reports and annual audited financial statements to the City's Chief Administrative Officer or a designee thereof.

2.7 Ensure that its Board of Directors includes members with financial, legal, and management capacity and subject matter expertise in order to undertake the obligations contained in this Agreement and with respect to the Shockoe Center generally; to align its mission with that of the Shockoe Project; and to ensure fidelity with the goals outlined in the Shockoe Small Area Plan;

2.8 Cause its Executive Director to develop and submit to the Board a 4-year advancement strategy for raising long-term financial support for Center operations and a 36-month tactical operating plan for the Center within 120 days of full execution of this Agreement;

2.9 Work collaboratively with the City's architectural firm and other groups with respect to the design and construction project management of the Shockoe Project;

3.0 Mellon Grant. The Foundation acknowledges and agrees that the source of the Subgrant Funds derive from the Mellon Grant. The Foundation agrees that it will conduct its activities in accordance with the Mellon Grant and will comply with all grant terms, conditions (including special conditions), and assurances applicable thereto, which grant terms, conditions (including special conditions), and assurances are incorporated herein by reference. Should the Foundation's use of the Subgrant Funds be determined to be out of compliance with the Mellon Grant, the Foundation shall repay all Subgrant Funds to the City. Grant Funds shall not be used for political activities; inherently religious activities, such as worship, religious instruction, or proselytization; or lobbying activities. Without limiting the generality of the foregoing, the Foundation shall not use Subgrant Funds (a) to conduct lobbying or otherwise attempt to influence legislation within the meaning of Internal Revenue Code Section 4945(d)(1) or (b) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive as prohibited under Internal Revenue Code Section 4945(d)(2). This Section 3.0 will survive expiration or termination of this Agreement.

4.0 Federal Transit Administration. The Foundation acknowledges and agrees that use of the property leased for the Shockoe Center is governed by certain requirements of the Federal Transit Administration (the "FTA"). The City's obligations under this Agreement shall be conditioned upon approval of such use of the property by FTA. In the event that (a) the FTA does not approve such use, or revokes such approval due to the failure of the Foundation to abide by any conditions of FTA's approval or by FTA rules or regulations, or (b) this Agreement or any of its terms or activities undertaken by the Foundation violates or causes a violation of any grant or agreement with or obligation to the FTA now or hereafter in effect, or causes the City to lose funding under any such grant or agreement, the Foundation shall repay all Subgrant Funds to the City. This Section 4.0 will survive expiration or termination of this Agreement.

5.0 Additional Obligations of Foundation.

5.1 Subgrant Work Products and Project Documentation. To ensure that the Foundation will have sufficient legal rights to carry out its obligations in this Agreement, the Foundation agrees that all copyright interests in materials produced as a result of this subgrant ("Subgrant Work Products") will either be owned by (a) the Foundation or (b) one or more third parties (e.g., artist(s), scholar(s), collaborator(s)) who have conveyed in writing sufficient rights and permissions for use of the Subgrant Work Products. The Foundation shall obtain all other necessary rights and permissions for the supported work so that the subgrant activities and use of Subgrant Work Products (in accordance with any terms of use set by your organization), including any use by the City, the Mellon Foundation, either or both, of Subgrant Work Products and Project Documentation (defined below) will not infringe on or violate the intellectual property, publicity, privacy, or other rights of any person. The Foundation agrees to make final Subgrant Work Products available, as described in the Proposal, for educational or charitable purposes. As described in the Proposal, the Foundation shall document the subgrant activities with visuals, photographs, audio, other media products, and/or archival materials ("Project Documentation") and agrees to provide the City, the Mellon Foundation, either or both, with copies of Project Documentation with the reporting required by this Agreement or at other times during the subgrant term. Further, the Foundation grants to the Mellon Foundation a free, irrevocable, sublicensable, worldwide license of all rights under copyright to use (1) final Subgrant Work Products intended for a public audience, and (2) Project Documentation provided

by the Foundation to the Mellon Foundation, in each case only to promote the Center or for the Mellon Foundation's charitable purposes, including on the Mellon Foundation's website, social media platforms, and all other mediums. For purposes of this Section 5.1, the Mellon Foundation is an intended third-party beneficiary.

5.2 Press Announcements. Any press announcement including the City of Richmond or Mellon Foundation names or logos must only be made in consultation with the City or the Mellon Foundation, as the case may be, in advance. For purposes of this Section 5.2, the Mellon Foundation is an intended third-party beneficiary.

5.3 Workplace Conduct Standards. The Foundation represents and warrants that it seeks to foster a workplace that is free from discrimination, harassment, and workplace misconduct; takes appropriate affirmative steps to encourage equal employment opportunities for women and underrepresented groups to the fullest extent allowable under applicable law; and has established appropriate policies and procedures for training staff, receiving and addressing complaints regarding sexual harassment and other forms of workplace misconduct, and prohibiting retaliation against persons who make good faith complaints.

5.4 Notification and Cooperation. The Foundation agrees to promptly notify the City of any of the following: (1) significant organizational changes during the term of the subgrant, including, but not limited to, changes in key personnel and changes in tax status, (2) unless prohibited by law, (a) reported concerns about the legality or propriety of the subgrant activities or use of Subgrant Funds, and (b) the filing of a claim in any court or with any governmental agency alleging: (i) sexual or other harassment, discrimination, a hostile work environment, or similar claims regarding the activities of the Foundation; (ii) financial impropriety by the Foundation; or (iii) breach of fiduciary obligations by senior leadership or the board of the Foundation. In the event the City learns of allegations of impropriety, illegality, or workplace misconduct through notification by the Foundation or third parties, the Foundation agrees, to the extent legally permitted, to cooperate with reasonable requests of the City to understand the Foundation's policies, procedures, and practices, including what steps were taken in response to the allegations.

Section 6. Representations of the Foundation

6.1 The Foundation is empowered to enter into this Agreement, to be bound hereby, and to perform according to the terms hereof.

6.2 Any and all actions necessary to enable the Foundation to enter into this Agreement, and to be bound hereby, have been duly taken.

6.3 The Foundation's signatory below is duly authorized by the Foundation to enter into this Agreement and thereby bind the Foundation to this Agreement's terms and conditions. This Agreement 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.

6.4 The execution of this Agreement on behalf of the Foundation will bind and obligate the Foundation to the extent provided by the terms hereof.

6.5 There exists no litigation pending against the Foundation or to the Foundation's actual knowledge threatened, which if determined adversely, would materially and adversely affect the ability of the Foundation to carry out its obligations under this Agreement or the transactions contemplated hereunder.

6.6 The Foundation is and will be for the duration of this Agreement a charitable institution or association as detailed in Section 15.2-953 of the Code of Virginia.

Section 7. Default, Repayment Obligation, and Remedies.

7.1 Events of Default.

7.1.1 Each of the following events (hereinafter called an "Event of Default") shall be a default hereunder by the Foundation as described:

7.1.1.1 Any court of competent jurisdiction enters an order, judgment, or decree approving a petition seeking reorganization of the Foundation or all or a substantial part of the assets of the Foundation or appointing a receiver, sequestrator, trustee or liquidator of the Foundation or any of its property and such order, judgment or decree continues unstayed and in effect for at least 60 Days.

7.1.1.2 The Foundation (i) makes a general assignment for the benefit of creditors, (ii) is adjudicated as either bankrupt or insolvent, (iii) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, (iv) either (a) takes advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or (b) admits the material allegations of a petition filed against the Foundation in any proceedings under such a law.

7.1.1.3 The Foundation fails to maintain its corporate existence.

7.1.1.4 The Foundation violates the terms of Section 3.0 of this Agreement.

7.1.1.5 The Foundation violates the terms of Section 4.0 of this Agreement.

7.1.1.6 The Foundation fails to successfully achieve long-term activation of the Center by December 31, 2026 and maintain such activation thereafter for the remainder of the Term of this Agreement.

7.1.1.7 The Foundation fails to successfully program short-term activation of the Center.

7.1.1.8 The Foundation fails to perform or comply with any commitment, agreement, covenant, term or condition (other than those specifically described in any other subsection of this Section 7) contained in this Agreement and the Foundation fails to cure any such default within sixty (60) days after receipt of written notice of the default.

7.1.2 In the case of an occurrence of an Event of Default, and following the expiration of any

applicable cure period, the Subgrant provisions of Section 1 of this Agreement shall terminate immediately and the City will have no further obligation relating thereto and the Foundation shall no longer be eligible for any subgrant payments hereunder. Notwithstanding the foregoing, the provisions of Section 7.2 and Section 7.3 below shall survive the termination of the Subgrant provisions of this Agreement until all of the Foundation's obligations have been satisfied.

7.2 Repayment Obligation. Upon an Event of Default, and following the expiration of any applicable cure period, the Foundation shall repay to the City any and all amounts paid to it pursuant to this Agreement as of the date upon which the Event of Default occurs and upon written demand by the City to the Foundation for such repayment.

7.3 Remedies Upon Default. Upon the occurrence of and during the continuance of an Event of Default, the City will have the right to avail itself of all rights and remedies at law, in equity, or under this Agreement, including but not limited to (i) institution and prosecution of proceedings: to enforce in whole or in part the specific performance of this Agreement; to enjoin or restrain the Foundation from commencing or continuing any Event of Default; and to cause the Foundation to correct any Event of Default or threatened Event of Default; (ii) institution and prosecution of proceedings for actual damages caused by an Event of Default; and (iii) terminate this Agreement and step-in and replace the Foundation as operator of the Center or to self-operate the Center. All of the City's rights and remedies will be cumulative, and the exercise by the City of any one or more of such remedies will not preclude the exercise by it, the same or different times, of any other such remedies for the same Event of Default.

8.0 Audit. Pursuant to Section 2-187 of the Code of the City of Richmond, the Foundation 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. The Foundation further agrees to any audits as may be required in connection with the Mellon Grant funding and agrees to fully cooperate with the City in connection with any such audits.

9.0 Contact Information; Compliance Monitoring

The City's point of contact for purposes of this Agreement is:

Sharon L. Ebert
Deputy CAO for Planning & Economic Development Portfolio
City Hall
900 East Broad Street, 14th Floor
Richmond, VA 23219
804-629-3588
Sharon.ebert@rva.gov

This point of contact is responsible for monitoring the Recipient's compliance with this Agreement.

The Recipient's point of contact for purposes of this Agreement is:

Greg Werkheiser
Founding Partner, Cultural Heritage Partners, PLLC
1811 E. Grace St., Suite A
Richmond, Virginia 23223
(703) 408-2002
greg@culturalheritagepartners.com

10.0 Miscellaneous Provisions.

- 10.1 Captions.** All section titles or captions in this Agreement are for convenience of reference only. They should not be deemed to be part of this Agreement or to in any way define, limit, extend, or describe the scope or intent of any provisions of this Agreement.
- 10.2 Entire Agreement.** This Agreement contains the entire understanding between the City and the Foundation and supersedes any prior understandings and written or oral agreements between them respecting this subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the City and the Foundation relating to the subject matter of this Agreement that are not fully expressed in this Agreement.
- 10.3 Governing Law and Forum Choice.** All issues and questions concerning the construction, enforcement, interpretation and validity of this Agreement, or the rights and obligations of the City and the Foundation in connection with this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia. Any and all disputes, claims and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond, Virginia.
- 10.4 Modifications.** This Agreement may be amended, modified and supplemented only by the written consent of both the City and the Foundation preceded by all formalities required as prerequisites to the signature by each party of this Agreement.
- 10.5 No Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto; 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 neither party shall be obligated to give.
- 10.6 No Joint Venture.** The terms and conditions of this Agreement shall not be construed or interpreted in any manner as creating or constituting the City as a partner or joint venturer with the Foundation or as making the City liable for the debts, defaults, obligations or lawsuits of the Foundation or its assigns, contractors or subcontractors.

10.7 No Third-Party Beneficiaries. Except as explicitly provided in Sections 5.1 and 5.2 and notwithstanding any other provision of this Grant Contract, the City and the Foundation 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 the Foundation; (iii) no individual or entity shall obtain any right to make any claim against the City or the Foundation 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. For purposes of this section, the phrase “individual or entity” means any individual or entity, including, but not limited to, individuals, tenants, subtenants, contractors, subcontractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether such individual or entity is named in this Agreement.

10.8 Notices. All notices, offers, consents, or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made if delivered personally, by messenger, by recognized overnight courier service or by registered or certified U. S. mail with return receipt requested, and addressed to the address of the intended recipient at the following addresses:

A. To City:

Chief Administrative Officer
City of Richmond
900 East Broad Street; 14th Floor
Richmond, Virginia 23219

With a copy to:

City Attorney
900 East Broad Street; Suit 400
Richmond, Virginia 23219

B. To the Foundation:

Shockoe Foundation
Executive Director
1811 East Grace Street; Suite A
Richmond, Virginia 23223

Either party may change any of its address information given above by giving notice in writing stating its new address to the other party.

10.9 Subject-to-Appropriations. All payments and other performances by the City under this Agreement are subject to City Council approval and annual appropriations by the City

Council. It is understood and agreed among the parties that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement. Under no circumstances shall the City's total liability under this Agreement exceed the total amount of funds appropriated by the City Council for the payments hereunder for the performance of this Agreement.

10.10 Public Disclosure.

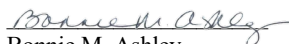
10.10.1 Applicable Law. The parties to this Agreement acknowledge that records maintained by or in the custody of the City and the Authority are subject to the provisions of the Virginia Public Records Act, Va. Code §§ 42.1-76 through 42.1-90.1, and the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 through 2.2-3714 and thus are subject to the records retention and public disclosure requirements set forth in those statutes.

10.10.2 Challenges to Nondisclosure. If a party submitting records to the City requests that those records not be disclosed under applicable law and the City consequently denies a request for disclosure of such records based on the submitting party's request, and the City's denial of a request for disclosure of records is challenged in court, the submitting party shall indemnify, hold harmless and defend the City, its respective officers and employees from any and all costs, damages, fees and penalties (including attorney's fees and other costs related to litigation) relating thereto.

10.11 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 Agreement.

CITY OF RICHMOND

Approved as to form:


Bonnie M. Ashley
Deputy City Attorney

J. E. Lincoln Saunders
Chief Administrative Officer

Ordinance No. _____, adopted _____

Date

SHOCKOE FOUNDATION

By: _____
Its: Chair

Date

Exhibit A

Proposal

Shockoe Heritage Campus Interpretive Center Grant Application

GRANT INFORMATION

Organization: City of Richmond

Project Contacts:

Project Lead Contact: **Maritza Mercado Pechin**, Deputy Director for Equitable Development, maritza.pechin@rva.gov, 804-646-6348

Core City Team: **Maritza Mercado Pechin**

Maggie Anderson, Chief of Staff to the Mayor, maggie.anderson@rva.gov, 804-646-6265

Sharon Ebert, Deputy Chief Administrative Officer for Planning and Economic Development, sharon.ebert@rva.gov, 804-646-7646

Kimberly Chen, Senior Manager for Historic Preservation, kimberly.chen@rva.gov, 804-646-6364

Susan Glasser, Secretary to the Public Art Commission, susan.glasser@rva.gov, 804-646-7319

Lynne Lancaster, Deputy Director for Capital Projects, Department of Public Works, lynne.lancaster@rva.gov, 804-646-6006

Jeannie Welliver, Project Development Manager, Department of Public Works, jeannie.welliver@rva.gov, 804-646-7322

Leader of the Organization: **Mayor Levar M. Stoney** (contact is Maggie Anderson)

Grant Management Contact: **Jason May**, Director of Budget & Strategic Planning, jason.may@rva.gov, 804-646-1129

Banking Information Contact: **James Duval**, Investment & Debt Portfolio Manager, james.duval@rva.gov, 804-646-6395

Signatory for Contracts: **J.E. Lincoln Saunders**, Chief Administrative Officer, lincoln.saunders@rva.gov, 804-646-6933

Banking Information: Wells Fargo, banking agent, City of Richmond

Project Title: Shockoe Heritage Campus Interpretive Center:
Transforming Richmond’s Core Commemorative
Landscape

Amount Requested: \$11,000,000

Grant Start Date: Upon receipt of initial funding

Grant Duration: Four years

ORGANIZATION INFORMATION

Annual Operating Budget: \$836,015,828 (FY 2023 Council Approved
Expenditures)

Fiscal Year End Date: June 30

Will you be requesting that the grant funds be paid to a third-party payee? No

Is this a fiscally sponsored project? No

GRANT-PRODUCED CONTENT AND ACTIVITIES

Content and Outputs: The grant will fund the creation of a Shockoe Heritage Campus Interpretive Center (“Interpretive Center”) in 12,300 square feet of space in the Trainshed of Main Street Station. The Interpretive Center will be used to orient visitors to Shockoe Bottom, provide informative and immersive educational and artistic content about Richmond’s role in the domestic trade of enslaved people, and provide spaces for visitors to take a break from the outdoor elements. The Interpretive Center will consist of a welcome center, programming/exhibition space, and an immersive experience. Within the facility will be a high-tech immersive experience that may contain audio, video, AR, etc., exhibitions, public programs and tech-guided tours will be created. All content will be available to the public free of charge. Note, the name Shockoe Heritage Campus Interpretive Center is a working title and may change once the Advisory Board begins meeting.

Authorizations: The Trainshed was renovated with funding from the Federal Transportation Administration and is part of a multimodal transportation system. Given its role in funding the transformation of the building, the Federal Transportation Administration still controls ancillary usage of the building and will need to be informed of the project and approve of this ancillary usage. A Virginia Welcome Center and Exhibit Gallery have already been approved on the first floor and this usage aligns with that previously approved usage. The Virginia Welcome Center provides general information about tourist attractions throughout Virginia and the Exhibit Gallery features a rotating exhibition of Virginia art. The Interpretive Center will be open to the transportation patrons free of charge. The City intends to enter a 10-year agreement to use the 12,300 square-foot space in the lower level

of the Trainshed. Per the FTA Master Agreement, the City must pay a fair market rent to use the space and the rent payments must be directed to support the cost of operating the trainshed. The uses cannot conflict with the operations of the multimodal transportation center. The trainshed occupancy egress paths rely on the ability to utilize the egress paths and toilets in the north end first floor of the trainshed; therefore, the design of the Interpretive Center will need to allow for access to those areas. The design of the build-out will also need to align with the City's commitments made to the Secretary of the Interior for the rehabilitation of the national historic landmark. City staff members are very familiar with the FTA Master Agreement requirements and with the requirements for building out the space. Staff members will provide expertise and guidance to the Executive Director in designing the build-out of the space.

Technology Sustainability: Any digital content that is developed for the project will be periodically updated, revised, or replaced as needed. Funding for this will come from the City's general operating funds or contributed funds. A new Development Director will be hired with the grant funds and will be dedicated solely to the Interpretive Center.

Visual Documentation: The development of the entire Heritage Campus is a priority project for the Mayor and City Council. All developments in the area—including this one—will be heavily documented and promoted by the Interpretive Center staff and consultants in collaboration with the City's Office of Strategic Communications and Civic Engagement. The grant proposal includes funding for social media, branding & marketing, and storytelling consultants to document and share the programming that will take place at the Interpretive Center.

New Staffing: This project will include the creation of seven full-time and four part-time positions. Position descriptions are included in the Supplemental Materials.

Proposal Narrative

INTRODUCTION

The Shockoe Heritage Campus Center will be in the heart of Shockoe, the oldest part of the City of Richmond. Shockoe was the center of the Powhatan Confederacy prior to the arrival of the British in 1607 and by the mid-1840s, it was one of the largest centers of domestic trade in enslaved Africans. The City and State have already committed to build a Heritage Campus in Shockoe Bottom that will include the Shockoe Memorial Park (\$27.9M) and the National Slavery Museum (\$19.5M, of which \$12.5M is a State allocation), conducting archaeological work at Shockoe Hill African Burying Ground (\$500k), relocating the Winfree Cottage (\$500k), greenways to connect destinations, and economic development opportunities to add affordable housing, parking, and businesses to the area. The Heritage Campus vision is outlined in a forthcoming Shockoe Small Area Plan.

GRANT SUMMARY/ABSTRACT

The following plan presents a strategy for filling an important cultural vacuum in Central Virginia, the region and the country. The Interpretive Center will be an independent learning environment that interprets the nation-shaping history of the enslaved people that lived in and were trafficked through Richmond. The project will memorialize and commemorate this history in a space adjacent to the Devil's Half Acre in the heart of Shockoe Bottom.

REASON FOR THE WORK

The creation of the Interpretive Center aligns with Richmond's recently adopted, national award-winning Master Plan, Richmond 300: A Guide for Growth. The City's vision is as follows:

In 2037, Richmond is a welcoming, inclusive, diverse, innovative, sustainable, and equitable city of thriving neighborhoods, ensuring a high quality of life for all.

This project helps achieve Goals Three, Four and Five of Richmond 300 by helping to implement several Richmond 300 objectives.

Goal 3: Historic Preservation – Supporting growth that preserves the historical urban fabric and enhances understanding of Richmond's multi-faceted past

- Objective 3.1 Preserve culturally, historically, and architecturally significant buildings, sites, structures, neighborhoods, cemeteries, and landscapes that contribute to Richmond's authenticity.
- Objective 3.3 Broaden the constituency for historic preservation by more equally representing, preserving, and sharing the sites related to traditionally under-represented groups (e.g., Native Americans, Blacks).

Goal 4: Urban Design: Establish a distinctive city comprising architecturally significant buildings connected by a network of walkable urban streets and open spaces to support an engaging built environment.

- Objective 4.1 Create and preserve high-quality, distinctive, and well-designed neighborhoods and Nodes throughout the city.
- Objective 4.2 Integrate public art into the built environment to acknowledge Richmond's unique history and neighborhood identity, and engage the creative community, focusing public art efforts in areas that do not have public art today.

Goal 5: Planning Engagement: Foster a planning engagement culture that effectively and equitably builds people's capacity to organize to improve the city and their neighborhoods.

- Objective 5.1 Increase public knowledge of planning processes and continuously engage civic associations, special interest groups, and traditionally under-represented groups in the planning process.

For far too long Richmond's institutions have repeatedly interpreted and elevated the history of its role in early U.S. history, in the Revolutionary War and the Civil War but has not offered as extensive opportunities to share Richmond's role in the domestic trade of enslaved Africans, the establishment of Jim Crow laws, the massive resistance to protest school desegregation, the use of public art to venerate Confederate officials, and many other histories of the Black

experience in Richmond. While there have been many recent efforts to elevate other stories from Richmond's past, there is still room for more interpretation and sharing.

The City is currently finalizing a small area plan for Shockoe. The vision in the Shockoe Small Area Plan is:

Shockoe is the premiere international destination for learning and experiencing the history of the U.S. slave trade. Residents, employees, and visitors live, work, learn, and play in a mixed-use urban community that is anchored by historical landmarks, an immersive museum, and spaces for reflection and memorialization.

The Shockoe Small Area Plan is a guide for the deliberate and thoughtful redevelopment of underdeveloped sites in Shockoe and establish Shockoe as an international destination to explore the powerful and complex narrative of this sector of the City once tied to the domestic trade in enslaved Africans. The primary destination in Shockoe are places for commemoration and reflection that include a museum and memorial park interconnected by greenspaces and surrounded by development that supports and uplifts the Heritage Campus. Complimentary development will provide places for people to live, work, shop, and play, while the Heritage Campus provides places to learn, reflect, and heal. Shockoe will be linked to the broader narrative of the city, the state, and the nation via multi-modal transportation that connects to Franklin Street and Monument Avenue, the 5th Street Cemetery, and Church Hill.

The Heritage Campus is the term used for the collective sites that will be developed to memorialize and interpret the history in Shockoe, including, but not limited to:

- **Interpretive Center:** The Interpretive Center will be in the lower level of the Main Street Station Trainshed. The Interpretive Center will anchor the Heritage Campus by providing a space to interpret and share the history of Richmond's role in the domestic trade of enslaved Africans to a national and international audience. The City is interested in creating the Interpretive Center because the City would like to elevate the history of Shockoe to a national and international audience. The Interpretive Center will serve as a place for students, tourists, and the public to learn about the history of Shockoe. Visitors will start at the Interpretive Center and then explore the other sites in the broader Heritage Campus.
- **Shockoe Bottom Memorial Park:** The Memorial Park is intended to serve as a space for remembrance, commemoration, and reflection that features the Lumpkin's Jail/Devil's Half Acre site and the African Burial Ground Memorial site. The City has allocated \$27.9 million to design and build the Memorial Park. The Memorial Park is in early planning stages.
- **Historic Landmarks and Features:** The District will also include features that tell a broader history, including the story of Virginia's indigenous peoples, freed people and the major contribution of Richmond's Jewish citizens and other immigrant populations. Some of these landmarks and features include the Lumpkins Jail site,

the approximate site of the execution of Gabriel Prosser, the Shockoe Hill African Burying Ground, the First African Baptist Church, the Slave Trail, and the Virginia Holocaust Museum. The Shockoe Small Area Plan calls for connecting these sites through greenways and signage. As the District is developed, other archaeological sites may be discovered and these sites will be weaved into the District through physical connections and signage.

- **Museum of the American Slave Trade:** The museum will be developed by the privately led National Slavery Museum Foundation and be located somewhere within the Shockoe Valley area. The Foundation is early in the process of establishing itself as an organization. The Commonwealth of Virginia has allocated \$12.5 million for the museum and that funding can only be disbursed for the construction of the museum. The City has allocated \$10 million (of which \$3 million has been spent) to assist with the design and siting analysis for the museum.

The Main Street Station and its Trainshed were completed in 1901 and served the Chesapeake and Ohio and the Seaboard Air Line railroads. In the 1970s the station stopped receiving passenger rail service. In 2003 Amtrak passenger rail service returned to Main Street Station. In 2018 a \$95 million transformation of Main Street Station and its Trainshed was completed. The transformation was primarily funded by the Federal Highway Administration. Main Street Station and its Trainshed are managed and programmed by the City's Office of Equitable Transit and Mobility. The upper level of the Trainshed is a large event space that can accommodate up to 3,000 guests and has hosted large fundraisers, craft fairs, concerts, and private events. The southern end of the lower level of the Trainshed houses the Virginia Visitors Center and a gallery. The northern end of the lower level of the Trainshed has restrooms and a 23,000 sq. ft. of unprogrammed, empty space. The Interpretive Center will be located within the 23,000 sf. ft northern end of the Trainshed.

GOALS

The City's goals for the Interpretive Center are:

- Enrich Richmond's cultural life with a facility that expands the nation's understanding of Richmond's role in the slave trade and the lives of those enslaved
- Provide amenities for visitors to the Heritage Campus (e.g., information, climate control, bathrooms)
- Support artists (visual and performing) in creating significant new work in response to the site's history, support cultural organizations with compatible missions and support scholars interested in researching and sharing their studies with the community at large

ACTIVITIES

The planning, administration, and programming of a 12,300 sq. ft. facility, located at the Main Street Station Trainshed (northern end of the first level of the Trainshed at 1500 E. Main Street)

will adhere to Richmond's Equity Agenda, best practices in substantial community engagement, and national museum standards promulgated by the American Alliance of Museums.

Sample Programming

- Long-term Activation: Using emerging technologies, the exhibition will provide an immersive environment with a powerful story that interprets the history of the adjacent Devil's Half Acre and Richmond's larger role in the slave trade. The activation is intended to last at least 2 years, if not longer. The development of the long-term activation will be overseen by the Executive Director with guidance from a sub-committee of the Advisory Board. The Long-term Activation will use the latest technology to create a state-of-the-art immersive experience. The design of the long-term activation should include the ability to refresh the elements. The Executive Director will utilize their staff and the consulting historian in creating the Long-term Activation. The architect for the Long-term Activation and the build out of the Interpretive Center has not yet been selected. The City would like the Executive Director to have a role in selecting the architect.
- Short-term Activations: Programming will ensure that the Interpretive Center regularly welcomes repeat visitors to the site. Activities—which may be developed in-house, in partnership with organizational partners or by application—may include artist interventions, temporary exhibitions, performances, lectures, workshops, tours, internships, film programs, concerts, large-scale public festival, et al. The attached budget proposes a range of budgets for Short-term Activations. The exact budget for each activation will be determined by the Short-term Activation sub-committee depending on the submissions received in response to the RFP.
- Resources: Self-guiding materials (analog and digital) for touring relevant sites in the Heritage Campus and around Richmond. Some of these materials will be designed as part of the long-term activation design. Other resources will be developed by the Interpretive Center staff and as part of the materials created by the Short-term Activations.

It is imperative to have a strong team to assist with both the long-term and short-term activations of the Site. As such, following the vision of the Executive Director, the Assistant Director, Art Exhibition Coordinator, Program Coordinator, Programming Assistant, Community Engagement Coordinator, and Consulting Historian will help to manage this process of developing the long-term and short-term activations. This process will involve engaging the Advisory Board and community in developing the long-term activation. Staff will write draft RFPs for the short-term activations for review and approval by the Advisory Board. The RFPs will be open to Richmond groups and national groups as well. Staff will manage the process to select short-term programming – managing the RFP process and associated budget, ensuring cultural relevancy and historical accuracy of RFP responses, moving the selected proposals through the Board approval process, coordinating the program installation schedule, promoting the various programs, and managing activation logistics.

The grant funds include hiring a consultant to document the story of the creation of the Interpretive Center as well as the short-term programming. The storytelling consultant will come on board mid-

way into the planning and development phase and will continue through the operating phase of the Interpretive Center.

Organizational Community Partners

- Core City Team: A core team of City administrative officials will meet regularly to launch the grant, hire staff, and get the project going. The Core City Team will include the Mayor's Chief of Staff, the Deputy Chief Administrative Officer for Planning and Economic Development, a Deputy Director from the Planning Department, the Deputy Director for Capital Projects, a staff member from the City's Capital Projects office, the Secretary to the Public Art Commission, and a staff member from the City's historic preservation division. This core team will lead the process to hire the Executive Director. The hiring committee for the Executive Director will include some members of the Core City Team and one member of the Advisory Board. This hiring committee, working alongside the City's Human Resources Department, will ensure that that job posting is shared across relevant museum and cultural institution job sites, such as the American Alliance of Museums, Association of African American Museums, and African American Intellectual History Society, to name a few. Once the Executive Director is hired, the Project Lead Contact will be the Executive Director. The Core City Team will meet very frequently at the onset of the grant period and will likely reduce meeting frequency as the project is established. This Core City Team will be an asset to the Executive Director as they establish the Interpretive Center and navigate City processes and stakeholder engagement.
- Advisory Board: At the beginning of the grant period, the Mayor will establish the Interpretive Center Advisory Board and formally establish the Advisory Board as a board of the City of Richmond. The City anticipates that the Board will have approximately nine members appointed from the following organizations: local museums (such as the American Civil War Museum, the Black History Museum of Virginia, the Valentine, the Virginia Museum of History & Culture, the Virginia Holocaust Museum), local cultural organizations (such as the Elegba Folklore Society, the Pamunkey Indian Tribe), and the history departments of local universities (Virginia Commonwealth University, Virginia Union University, and the University of Richmond). The Advisory Board will provide expertise and local knowledge to the Executive Director and assist with the creation of the Long-term and Short-term Activations, and longer-term operations and programming of the Interpretive Center. The Advisory Board meetings will be managed by Interpretive Center staff. The Advisory Board will mostly likely meet monthly.
 - After the Executive Director is hired, the Advisory Board will establish an ad-hoc sub-committee led by two Advisory Board members that will provide guidance on the design and content of the Long-term Activation. The Long-term Activation sub-committee may include other members, beyond the Advisory Board members, including relevant arts and culture organizations and other community representatives. The build out of the Long-term Activation will be supported by the Consulting Historian and the architecture firm hired for the build out design and construction documents.

- Once the long-term activation is developed, the Advisory Board will establish annual ad-hoc sub-committee to select short-term activation programs and artists. The short-term activation sub-committee will consist of a Board representative, a community representative, and two content specific experts (e.g., historian, dance professional, arts professional, etc).

The solicitation of programming and art ideas for the Short-term Activation will follow formal RFP process, managed by the Assistant Director. The RFP respondents can be from either within or outside of the City of Richmond (as long as proposals accurately reflect the Site’s history) and propose programs with up to \$100,000 in costs. Each RFP will require final approval from the entire Board. Applications will be reviewed by an Evaluation Panel consisting of the Assistant Director, a Board representative, a community representative, and two content specific experts (e.g., historian, dance professional, arts professional, etc.). The Board will review and approve up to 24 proposals per year. Programming and art openings should align with significant holidays such as Black History Month, Juneteenth, and Indigenous People’s Day to ensure cultural relevance, contextualization, and celebration in Shockoe Bottom.

Cultural institutions and organizations with an interest in the Interpretive Center may include, but are not limited to the Sacred Ground Historical Reclamation Project, Virginia Union University, Black History Museum of Virginia, Valentine Museum, Library of Virginia, Virginia Commonwealth University, University of Richmond, Virginia Museum of History & Culture, Elegba Folklore Society, Jewish Community Federation, Native Virginia tribes, Gallery, Art 180, Studio Two Three, Department of Tourism, et al. RFPs will be broadcast widely so that other, less established community partners have an opportunity to submit proposals. For example, RFP opportunities will be shared on the City’s website, social media via appropriate accounts (such as the City of Richmond and partners), paid media ads (print and TV), promotional videos, and in appropriate history and cultural forums. The Community Engagement Coordinator will assist with managing this process to ensure optimal awareness.

Staffing

Staff positions will be brought in at different times, indicated below. Salaries listed are for the first year of service; total staffing budget numbers include a 3% raise each year. Full-time positions also include 27% benefits costs.

Planning and Development Phase

Executive Director (\$150,000/yr x 2 yrs + benefits)

Responsive for the conceptualization and implementation of the facility. Provides leadership and final approval to staff and consultants in the areas of preliminary programming, budgeting, marketing, and facilities development; represents the facility in public meetings and advocates with community, business and government leaders.

Assistant Director (\$75,000/yr x 2 yrs + benefits)

Responsible for assisting the director with logistics for conceptualization and implementation of the facility. Coordinates external contractors and/or varying numbers

of volunteers and conducts formative and summative evaluations as requested.

Community Engagement Manager (\$75,000/yr x 2 yrs + benefits)

Responsible for working with key stakeholders, organizational partners and the broader community to advocate for and mobilize support for the facility in accordance with community expectations and aspirations.

Development Director (\$90,000/yr x 2 yrs + benefits)

Responsible for securing contributed operating funds from individual donors, regional/state/city funding sources, national endowments and private/corporate foundations. Managing all secured grants.

Art Exhibition Coordinator (\$60,000/yr x 1/2 yr + benefits)

Responsible for developing an annual schedule of art installations (within the facility and on the grounds) that commission artists to create art in response to the history of the site. Will be brought on one year before opening to begin exhibition planning.

Program Coordinator (\$60,000/yr x 1/2 yr + benefits)

Responsible for providing leadership, strategic vision, and programmatic innovation for short-term programming (e.g., school programs, gallery tours, music/performance programs, et al.), managing programming budgets and marketing. Will be brought on one year before opening to begin program planning.

Operational Phase

Executive Director (\$150,000/yr x 2 yrs + benefits; continuation from Planning and Development Phase)

Responsible for conceptualizing and implementing the development of the facility. Providing leadership and final approval to staff and consultants in the areas of short-term programming, budgeting, marketing, and facilities management; representing the facility in public meetings and advocating with community, business and government leaders. Managing the Advisory Commission.

Assistant Director (\$75,000/yr x 2 yrs + benefits; continuation from Planning and Development Phase)

Responsible for supporting the director and assisting with managing the facility's day-to-day operations and the Advisory Commission.

Development Director (\$90,000/yr x 2 yrs + benefits; continuation from Planning and Development Phase)

Responsible for securing contributed operating funds from individual donors, regional/state/city funding sources, national endowments and private/corporate foundations. Managing all secured grants.

Community Engagement Manager (\$75,000/yr x 2 yrs + benefits; continuation from Planning and Development Phase)

Responsible for working with the City's Office of Strategic Communications and Civic Engagement, key stakeholders, organizational partners, and the broader community to advocate for and mobilize ongoing support for the facility in accordance with community expectations and aspirations.

Art Exhibition Coordinator (\$60,000/yr x 2 yrs + benefits; continuation from Planning and Development Phase)

Responsible for developing an annual schedule of art installations (within the facility and on the grounds) that commission artists to create art in response to the history of the site.

Program Coordinator (\$60,000/yr x 2 yrs + benefit; continuation from Planning and Development Phase)

Responsible for providing leadership, strategic vision, and programmatic innovation for short-term programming (e.g., school programs, gallery tours, music/performance programs, et al.), managing programming budgets and marketing.

Programing Assistant (\$50,000/yr x 2 yrs + benefits)

Responsible for implementing logistics for short-term programing; coordinating external contractors and/or varying numbers of volunteers and conducting formative and summative evaluations as requested.

Four Visitor Services Staff (part-time, \$17/hr x 20 hr/wk/ea)

Responsible for assisting in all aspects of visitor services.

Consultants

Consulting Historian: \$150,000 over 2 years (Year 1 and 2) to assist in creating the long-term activation

Storytelling Consultant: \$100,000 over 4 years to document the build out and activation of the space with video and photographs (\$10,000 Year 1, \$30,000/yr in Year 2-4)

Digital Media Consultant: \$100,000 over 4 years to share the build out and activation of the space on digital platforms (e.g. YouTube, Instagram, digital magazines, etc.) and manage social media audiences (\$10,000 Year 1, \$30,000/yr in Year 2-4)

Branding and Design Consultant: \$100,000 over 4 years to create a brand and guidelines for the Interpretive Center, develop print and digital collateral, and assist overall design of the the image of the Interpretive Center (\$10,000 Year 1, \$30,000/yr in Year 2-4)

Long-term Activation Design and Construction Consultant: Architecture team hired to design the build out of the Trainshed and design the long-term activation for a total construction budget of \$6,897,700, which includes hard and soft costs for the 3,350-sf long-term activation (at approx. \$900/sf) and the entire 12,300-sf Interpretive Center (at approx. \$300/sf)

Project Timeline

	PHASE I: PLANNING & DEVELOPMENT	PHASE II: OPERATING
Months 1-3: Start Up	<ul style="list-style-type: none"> • Mayor appoints the Advisory Board • Core City Team hires Executive Director 	
Months 4-6: Community Engagement	<ul style="list-style-type: none"> • Executive Director hires Assistant Director, Community Engagement Manager, and Development Director 	

	<ul style="list-style-type: none"> • Hire Exhibition/Experience Design firm • Begin community engagement with key stakeholders, community leaders and potential organizational partners • Hire Consulting Historian 	
Months 7-9: Community Engagement	<ul style="list-style-type: none"> • Confirm organizational partners and their roles • Begin broader community engagement • Hire Consulting Social Media Designer • Hire Storytelling Consultant • Hire Brand Consultant 	
Months 10-12: Preliminary Design Plans	<ul style="list-style-type: none"> • Begin historic content conceptualization • Begin preliminary exhibition/experience/space design • Community engagement on-going 	
Months 13-15: Design Planning Continues	<ul style="list-style-type: none"> • Formative evaluations of preliminary design concepts/prototypes • Finalize space design • • Hire Art Exhibition Coordinator • Hire Programming Coordinator • Community engagement on-going 	
Months 16-18: Program planning	<ul style="list-style-type: none"> • Continue refining exhibition/experience design • Community engagement on-going • Begin space build out 	<ul style="list-style-type: none"> • Hire Art Exhibition Coordinator • Hire Programming Coordinator • Begin community programming plans (Short-term Activations) • Solicit proposals from community organization partners
Months 19-21	<ul style="list-style-type: none"> • Begin exhibition/experience installation • Launch social media sites • Community engagement on-going 	<ul style="list-style-type: none"> • Continue community programming plans • Select several community organization partners to develop programs on-site
Months 23-24	<ul style="list-style-type: none"> • Finalize construction of entire build out • Community engagement on-going 	<ul style="list-style-type: none"> • Hire Programing Assistant • Hire four Visitor Services Staff
Mellon-funded Operational Phase (2 years)		<ul style="list-style-type: none"> • Staff manages ongoing programming, community outreach, and education, and seeks additional funding from philanthropy, state, and federal grant programs to continue and expand operations.

City-funded long-term Operations Phase (post initial 2 years)		<ul style="list-style-type: none"> • After the 2-year, Mellon-funded period, the City will move to incorporate the facility and programming into the larger Heritage Campus initiative for which the City has already committed \$35.9M.
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POTENTIAL CHALLENGES

The single most significant challenge will be continuing funding once the Mellon Foundation funding stops. As a result, a Development Director position has been added to the staffing to assist in securing contributed funds beyond the City’s general operating budget. The Development Director will be hired shortly after the Executive Director is hired. The City intends to operate the Interpretive Center for at least 10 years, subject to the approval of the City’s annual budget by the City Council.

Key Staff Biographies

Maritza E. Mercado Pechin, AICP is the Deputy Director for Equitable Development at the City of Richmond, Virginia where she is implementing the city-wide Master Plan through cross-departmental alignment and external partnerships to make Richmond more equitable and sustainable. Her office's work focuses on 1) redeveloping city-owned property, 2) city-initiated rezonings, 3) community planning, and 4) capital budget alignment. Maritza is currently leading the Diamond District project, which entails redeveloping 67 acres of city-owned land through a public-private partnership to create a minor league baseball stadium within a mixed-use, mixed-income community. Some of her other current projects include the redevelopment of Richmond's defunct coliseum, Reconnect Jackson Ward, and the HUD-funded Jackson Ward Community Plan. Maritza led the creation of the City's master plan, Richmond 300: A Guide for Growth, which won the American Planning Association's Daniel Burnham Comprehensive Plan of the year award in 2021. Maritza previously served as the interim secretary of Richmond's Public Art Commission and in that role assisted with the creation of the Maggie L. Walker statue and plaza. Maritza was previously a planning consultant with AECOM where she worked for local, regional, and federal clients to develop facility, land use, and sustainability plans. She also previously served as the development manager at Fulton Hill Properties, a Richmond-based development company that focuses on urban infill and adaptive reuse projects. Maritza earned an AB in Government from Harvard College and Master of City Planning from the University of Pennsylvania. Originally from Puerto Rico, Maritza speaks 5 languages. Maritza and her family have lived in Richmond for 11 years, which is the longest she has lived anywhere.

Maggie Anderson is currently the Chief of Staff to Mayor Levar Stoney in Richmond, Virginia. In this role, she manages the day-to-day of the Mayor's Office and ensures the Mayor's policy priorities are actualized. Maggie has been with Mayor Stoney's Office since the summer of 2018, where she has led key initiatives such as establishing the City's first Equity Agenda, formalizing the City's Gun Violence Prevention and Intervention Framework, and coordination of the City's \$155 million American Rescue Plan Act spend plan. Prior to working for Mayor Stoney, Maggie served as a Staff Assistant and Legislative Correspondent for United States Senator Mark R. Warner (D-VA) in Washington, D.C. where she worked on agriculture, environment, appropriations, and budget policy. After three years working for Senator Warner, Maggie decided to go to graduate school at the Frank Batten School of Leadership and Public Policy at the University of Virginia. While at Batten, Maggie served as a Graduate Teaching Assistant for both a graduate-level leadership course and an undergraduate public policy course. Maggie is also the co-author of "A Courageous Fool: Marie Deans and Her Struggle Against the Death Penalty," which was published in August 2017. Maggie is a graduate of Roanoke College (B.A. in Political Science), the University of Virginia's Frank Batten School of Leadership and Public Policy (Master of Public Policy), the Sorensen Institute for Political Leadership, and the New Leaders Council.

Sharon Ebert joined the City of Richmond in March 2019 and is the Deputy Chief Administrative Officer for the City's Planning and Economic Development portfolio. Under Ms. Ebert's tenure with Richmond she has overseen the adoption of the Richmond 300 – A Guide for Growth, the City' 20-year comprehensive plan, the planning for the redevelopment of its 67-acre Diamond District as well as a downtown innovation district. She wrote the City's Equitable Affordable Housing Plan and the Strategic Plan to End Homelessness and was a key influencer of the Mayor's Equity Agenda. Ms. Ebert was a registered architect with the State of New York for over 30 years and has over 40 years of professional experience in design, construction, urban planning, affordable housing and community redevelopment, including 8-years of experience with job training and economic development in high poverty areas while working for the New York City, Philadelphia, New Haven and Bridgeport housing authorities. She has worked as a high level government professional for the State of New York, the City of Yonkers, NY and Johns Creek GA prior to moving to Richmond, Virginia.

Kimberly Merkel Chen currently serves as the Senior Manager for Historic Preservation in the City of Richmond's Department of Planning and Development Review. She has worked for over 40 years in the fields of architectural history, historic preservation, and urban planning. After graduating from the University of Virginia in 1978, Kim received a wide range of experience in cultural resources management and design while working for State and Federal historic preservation agencies and small architectural firms. Fascinated by the correlation between historic preservation and urban design, Kim completed a Masters of Urban and Regional Planning Degree with a concentration in Urban Revitalization from Virginia Commonwealth University in 1989. That same year, she joined the city of Richmond as their first Section 106 Compliance Officer and Housing Planner. Prior to joining Johannas Design Group as a partner in 2005, Kim owned her own business for 10 years in Richmond, Virginia, specializing in planning and historic preservation services. A member of the Adjunct Faculty at Virginia Commonwealth University from 2005 to 2015, Kim taught four graduate level courses in Historic Preservation Planning. In 2014, Kim returned to the City of Richmond after a 20 year hiatus. She spent 6 years in the City's Division of Planning and Preservation and 2 ½ in the office of the Deputy Chief Administrator where she served as the Senior Manager for Shockoe.

Dr. Susan Glasser, Secretary of Richmond's Public Art Commission, has extensive cultural management experience as an executive director for seven years in addition to senior positions at the North Carolina Museum of Art and the Smithsonian Institution, and a state-wide management position at the Virginia Museum of Fine Arts. She has developed and implemented scores of programs for hundreds of thousands of visitors during more than three decades in the museum field and has received two national awards for her work as a museum education specialist. She has taught university level courses in art history and museum studies, and curated numerous historical and contemporary art exhibitions.

Lynne Lancaster is the Deputy Director for the City of Richmond's Department of Public Works, responsible for management of the Divisions of Parking and Special Capital Project Group. She holds a Bachelor of Science and a Master's Degree in Landscape

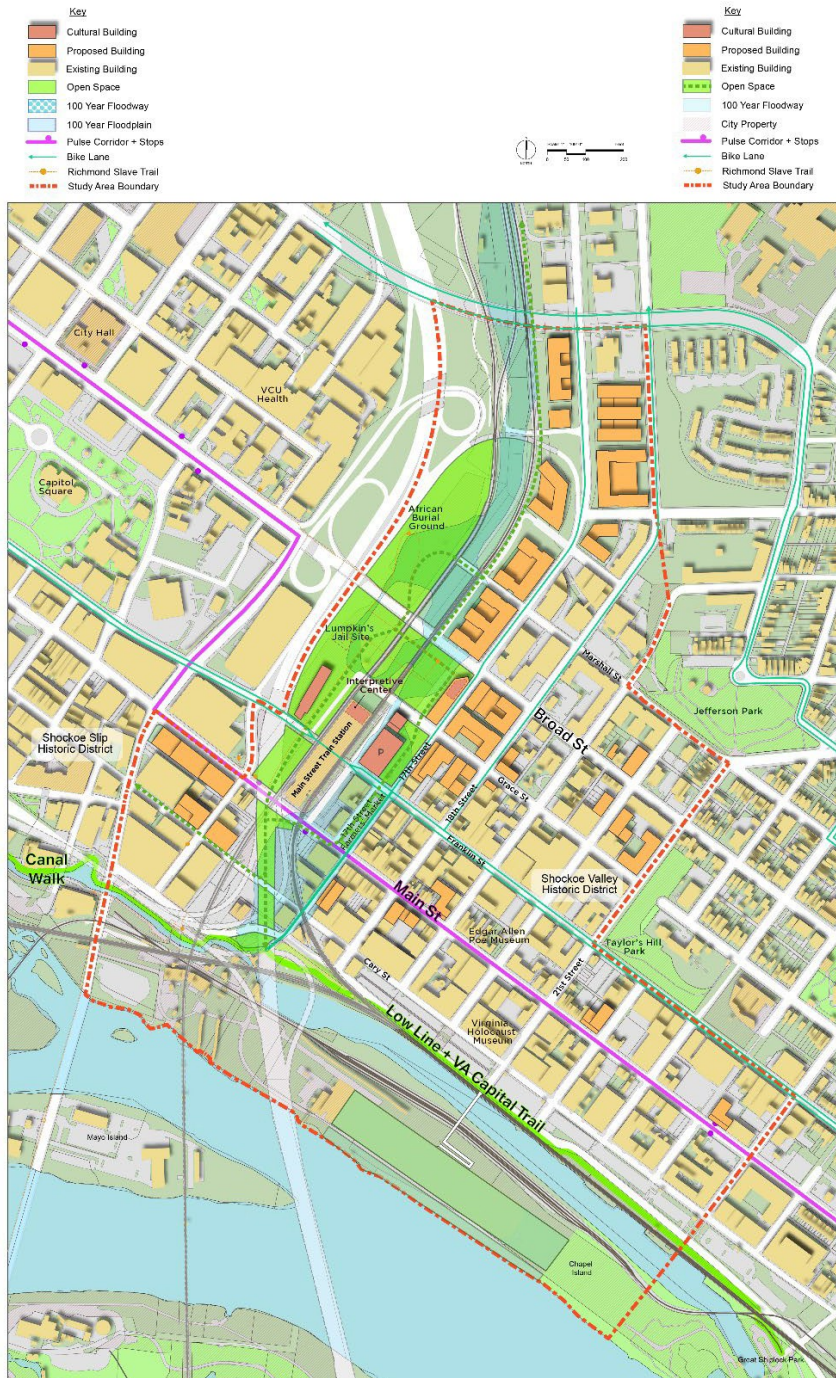
Architecture with a concentration in Commercial Revitalization. Lynne Lancaster is a native of Philadelphia, Pa. Since coming to Richmond in 1995, she was employed by the City of Richmond as an economic development professional for 12 years with over 25 years of experience in economic development. Before returning to the City in 2010, she was the Administrator for the Broad Street Community Development Authority, overseeing their operations and special assessment district. Ms. Lancaster is the recipient of the Metropolitan Business League's 2003 Distinguish Service Award for her assistance to small and minority-owned businesses and a member of the 2004 class of Leadership Metro Richmond. Truly committed to the renaissance of the City of Richmond, she has served on numerous boards CHIP, (Children's Health Involving Parents), the Black History Museum and Cultural Center, Virginia Downtown Development Association, Virginia Museum of Art-Friends of African American Art, Richmond Workforce Investment Board, the Urban League Guild of Greater Richmond, the Pythagoras School of Lost Building Trades, Freedom House, Cadence Theater and Richmond Neighborhood Housing Services, to name a few.

Jeannie Welliver is a native Richmonder and a graduate of the University of Virginia School of Architecture. She also studied Architecture and Urban Planning in the UK at the University of London, the University of Bath and Prince Charles' Huntington Center. Following Architecture School, she continued her studies at the McIntire School of Commerce at the University of Virginia and is a graduate of the McIntire Business Institute. Jeannie has worked at the City of Richmond for 31 years. Her projects include the 1995 Mosque Theater restoration, the Richmond Police Headquarters, the redevelopment of the 17th St. Farmer's Market Plaza in Shockoe Bottom, the Shockoe Revitalization Strategy and multiple city-wide public art installations including Connecticut the Native American Indian at Tobacco Row, John Newman's Skyrider at Main St. Station and the Thin Blue Line Police Head at Richmond Police Headquarters. She has served as the project manager for all capital projects associated with the development of the Richmond Slave Trail including the Reconciliation Statue, the Lumpkin's Jail Site archaeological assessment 2006 and archaeological excavation in 2009, the Winfree Cottage stabilization as well as the Slave Trail marker, pathway marker, marketing and branding program. She served as project manager for the evolution of the first Heritage Campus master plan presented to the General Assembly in 2009 resulting in State and City funding exceeding \$13.5 million to kick start the development of the Heritage Campus. Her greatest passion and the reason she has stayed committed to work for the City of Richmond is the development of the Main St. Station Multimodal Transportation Center, a \$96 million project that began in her first year at the city in 1991, a project she has dedicated over 29 years to develop. The Main Street Station rehabilitation has been awarded with the Richmond, Va. Region's project of the year award, Historic Richmond's best restoration and was just awarded the 2022 National Historic Preservation Award by the National American Public Works Association.

Heritage Campus

The following images are from the Shockoe Small Area Plan.

Site Plan: The Interpretive Center is in the center of Shockoe Valley and will anchor the Heritage Campus.



Bird's Eye Rendered Aerial: The Interpretive Center is in the center of Shockoe Valley and will anchor the Heritage Campus.



New Position Job Descriptions

Job Title:	Executive Director
Reports To:	Deputy Chief Administrative Officer for Planning and Economic Development
Exempt/Non-Exempt/Contractual:	Exempt
F/T or P/T:	F/T
Education:	Master's degree or higher preferred in the fields of Museum Studies, Public History, Historic Preservation, Art History, History, or related field.
Experience:	<p>Deep knowledge of and professional experience in the visual arts, historic preservation, and the principles and practices of museum and nonprofit administration; proven experience and expertise in fund development; excellent verbal and written communication skills, with fluency in computer and electronic media skills.</p> <p>Minimum of five years of experience as an Executive Director or senior level staff within a museum, arts and/or cultural institution; proven record as successful fundraiser; visionary, innovative thinker, and leader.</p> <p>Direct experience working with the history of Blacks/Africans, Jews, indigenous tribes, and/or other traditionally under-represented groups in America, preferred.</p> <p>Direct experience working with Black, Jewish indigenous tribes, and/or other traditionally under-represented communities, preferred.</p>

Responsibilities:

The Executive Director has overall responsibility to establish and sustain all aspects of the Interpretive Center, including its mission and vision, fiscal and operational integrity, and standards of exhibition, programming and visitor service excellence. The Executive Director develops the annual budget and establishes strategies to meet the Interpretive Center's future and ongoing financial requirements.

Strategic Leadership

With the Advisory Board, establishes a clear vision for the Interpretive Center.

Creates long-range goals for the Interpretive Center and implements steps to achieve the goals.

Provides both support and leadership to the Advisory Board.

Advisory Board Relations

Involves Advisory Board members in decisions that affect the future of the Interpretive Center.

With the Advisory Board, identifies community members who may be appropriate for service, fulfills an introduction to the site and Interpretive Center, and properly orients each newly appointed Commission member.

Financial Management & Fundraising

Establishes the annual budget and provide accurate and timely financial reports to the Advisory Board and the Department of Strategic Planning and Finance.

Works with the Advisory Board to meet fundraising goals.

Develops and sustains relationships with (possible) members and major donors; cultivates new donors.

With staff, conceptualizes, develops, and produces successful proposals for foundations and governmental grants.

Interpretive Center Design and Build-out

Oversee the design and build-out of the Interpretive Center and the long-term activation

Administrative and Human Resources

Reviews and approves all outside contracts such as service contracts, vendor contracts, consultant contracts and professional services contracts; conduct RFP processes as needed.

Supervises and coordinates the performance review process for the Assistant Director, Development Director and Community Engagement Manager. Works with various City staff in the areas of Strategic Planning and Finance, Human Resources, IT, and Facilities.

Community Relations

Initiate collaborative projects with community facilities to build positive awareness and fruitful relationships throughout the region.

Maintains positive relationships with staff across the City Hall and community partners.

Represents the Interpretive Center at public events and conferences.

Implements outreach strategies and develops a marketing plan that establishes and maintains the facilities' brand identity working with the Community Engagement Manager.

Exhibitions and Programming

Creates and maintains standards of excellence for all exhibitions and programs.

Performs such other duties as may be needed or assigned.

We strive to build a team that reflects the diversity of the community we work in and encourage applications from traditionally under-represented groups such as women, visible minorities, Indigenous peoples, people identifying as LGBTQIA, veterans, and people with disabilities.

Job Title: Assistant Director
Reports To: Executive Director
Exempt/Non-Exempt/Contractual: Exempt
F/T or P/T: F/T

Education: Masters in Public History, Museum Studies, Business or equivalent.

Experience: 5-7 years experience in a senior position at a cultural organization or equivalent required. Experience working with complex budgets in excess of \$1M, preferred.

Proficiency in Microsoft *Word* and *Excel*, and social media platforms required.

Direct experience working with the history of Blacks/Africans, Jews, indigenous tribes, and/or other traditionally under-represented groups in America, preferred.

Direct experience working with Black, Jewish indigenous tribes, and/or other traditionally under-represented communities, preferred.

Responsibilities:

Responsible for assisting the Director with logistics for conceptualization and development of the Interpretive Center. Directs, implements and maintains the administrative, financial, and programmatic operations of the Interpretive Center. Makes recommendations as needed regarding such operational issues to the Director and Advisory Board.

Leadership

Cultivates on-going relationships with regional, state, and national colleagues, museum, cultural organizations, etc.

Administrative

Oversees the day-to-day operations of organization to include, but not limited to communication and planning systems, education and public programs, external affairs, visitor services, non-fundraising volunteers, and Interpretive Center maintenance.

Supervises and coordinates the performance review process for the Art Exhibition and Program Coordinators and works with various City staff in the areas of Strategic Planning and Finance, Human Resources, IT, and Facilities.

Financial

Assists the Executive Director in preparing the annual budget and tracks the annual budget, interfacing with all relevant City departments.

Reviews and recommends to the Executive Director, all outside contracts such as service contracts, vendor contracts, consultant contracts and professional services contracts. Coordinates cross-program functions to ensure effective and efficient operations

Represents the Interpretive Center at functions, as required, including those scheduled on

evenings and weekends.

Perform such other duties as may be assigned.

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Job Title: Development Director
Reports To: Executive Director
Exempt/Non-Exempt/Contract: Exempt
F/T or P/T: F/T

Education: BA in Liberal Arts or Communications, or equivalent.

Experience: 5+ years experience in fundraising and related activities required. Proven leadership experience in private philanthropy or the equivalent required. Involvement in local and/or regional fundraising networks helpful.

Proficiency in Microsoft *Word*, *Excel* and *PowerPoint* required. Experience with database software designed for fundraising required. Familiarity with graphics programs and social media platforms helpful. Proficiency preferred.

Direct experience working with the history of Blacks/Africans, Jews, indigenous tribes, and/or other traditionally under-represented groups in America, preferred.

Direct experience working with Black, Jewish indigenous tribes, and/or other traditionally under-represented communities, preferred.

Responsibilities:

Responsible for long-term fundraising and donor relations strategies. Secures contributed operating funds from individual donors, regional/state/city funding sources, national endowments and private/corporate foundations. Manages all secured grants.

Identifies individual, corporate, foundation and government donor sources, creating a cultivation plan for each. Works with the Executive Director and volunteer leadership Commission in soliciting these gifts. Meets with individual donors, as requested; makes requests for contributions and organizes the Executive Director and volunteer leadership in soliciting gifts.

Advises and contributes to the development of a (potential) membership program and fundraising events as they are related to a comprehensive development program.

Develops a systematic, sound program of donor stewardship that cultivates, informs, and thanks donors.

Oversees the timely acknowledgment of donations and distributions of donation invoices as well as the tracking of donation receipts and execution of appropriate follow up steps on donations due but not received.

Maintains the integrity of the donor database, including amount pledged, amount received and donor contact information.

Provides leadership for building awareness of the Interpretive Center in the community, fostering relationships and serving as liaison to key constituency groups as needed.

Writes, or assists outside consultants and staff in writing applications for grant monies; as needed, ensures that grant requirements are being met.

Reports on all fundraising activities, as required.

Develops and tracks department and project budgets.

Assists other departments, as necessary and appropriate.

Supervises student interns and volunteers, as appropriate.

Attends Interpretive Center functions, as required, including those scheduled on evenings and weekends.

Performs such other duties as may be assigned.

We strive to build a team that reflects the diversity of the community we work in and encourage applications from traditionally under-represented groups such as women, visible minorities, Indigenous peoples, people identifying as LGBTQIA, veterans, and people with disabilities.

Job Title: Community Engagement Manager
Reports To: Executive Director
Exempt/Non-Exempt/Contractual: Exempt
F/T or P/T: F/T

Education: Bachelors in Public History, Interpretive Center Studies, Business or equivalent.

Experience: 3-5 years of increasing responsibility in community outreach at a cultural organization with a record of building long-term relationships or equivalent required. Experience working with complex budgets in excess of \$1M, preferred.

Proficiency in Microsoft *Word* and *Excel*, and social media platforms required.

Direct experience working with the history of Blacks/Africans, Jews, indigenous tribes, and/or other traditionally under-represented groups in America, preferred.

Direct experience working with Black, Jewish indigenous tribes, and/or other traditionally under-represented communities, preferred.

Responsibilities:

Responsible for nurturing, evaluating and retaining strategic partnerships and collaborations with community organizations and audiences. Develops and implements a strategy to promote diverse community engagement that prioritizes positive outcomes and a sense of belonging for all, including marginalized audiences, through relevant and inclusive programming. Leverages the exhibitions and programs to address meaningful community needs and desires.

Outreach

Develops and implements an outreach strategy that prioritizes strategic placemaking experiences that highlight the importance of the Heritage Campus; builds bridges to the Interpretive Center access and promotes positive outcomes for the community, including marginalized audiences.

Manages the operational planning and implementation of all community engagement activities.

Serves as a key contact and source of information for stakeholders.

Manages cooperative relationships and works collaboratively with community leaders, public officials, business contacts, donors, and visitors to pave the way for future opportunities and partnerships. Identifies important factors for involving and retaining support from the corporate community

Nurtures relationships with cultural institutions and community groups, as well as individuals with the goal of co-creating high impact engagement opportunities

Stays informed about community issues and needs with the goal of sharing internally to develop relevant and responsive experiences.

Programming

Works with staff and community stakeholders to co-create experiences with meaningful connections between the Heritage Campus and the community (both on and off Campus); programs center around diversity, equity, access, and inclusion, and welcomes all people, including people from diverse backgrounds and marginalized audiences.

Advances the Interpretive Center and the Heritage Campus as a leading national resource that brings people together through the power of history, commemoration, creativity and history for the purpose of improving the community through collectively reimagining and reinventing of this public space.

Serve as a key member of the staff in planning and implementing signature Interpretive Center events.

Fundraising

Works with the Development Director to coordinate the identification, solicitation, and stewardship of prospects/donors.

Marketing

Provides content to the Office of Strategic Communications that positions the Interpretive Center as a community leader and resource. Shares the impact of our community engagement work and the value of our partnerships and experiences.

Attend Interpretive Center functions, as required, including those scheduled on evenings and weekends.

Perform such other duties as may be assigned.

We strive to build a team that reflects the diversity of the community we work in and encourage applications from traditionally under-represented groups such as women, visible minorities, Indigenous peoples, people identifying as LGBTQIA, veterans, and people with disabilities.

Job Title: Art Exhibition Coordinator
Reports To: Assistant Director
Exempt/Non-Exempt/Contract: Exempt
F/T or P/T: F/T

Education: Master's Degree in Art History, American History, Museum Studies or equivalent.

Experience: Minimum of 5 years curatorial experience.
Proficiency in Microsoft *Word, Excel, PowerPoint* and social media platforms required.
Direct experience working with the history of Blacks/Africans, Jews, indigenous tribes, and/or other traditionally under-represented groups in America, preferred.
Direct experience working with Black, Jewish indigenous tribes, and/or other traditionally under-represented communities, preferred.

Responsibilities:

Responsible for developing an annual schedule of art installations (within the Interpretive Center and on the Heritage Campus) that response to the history of the site.

Identifies future exhibitions by researching national artists working in the arenas of social history, social justice, public art, heritage commemoration, etc. Designs exhibitions that make meaningful connections between the Heritage Campus and the community with a focus on exhibitions that center around diversity, equity, access, and inclusion.

Contracts with commissioned artists in partnership with the City Attorney's Office to ensure all contracts conform to the policies, procedures and required permits of the City, the Public Art Commission, the City Planning Commission, the Urban Planning Commission and/or the Commission of Architectural Review and other relevant City departments.

Writes and produces exhibit labels and signage and installs exhibitions in collaboration with artists and site fabricators as appropriate.

Coordinates all appropriate publicity and marketing for new and ongoing exhibitions in a timely manner both on social media and in print working with the Office of Strategic Communications.

Works with the Program Coordinator to develop and participate (when appropriate) programs for diverse audiences to ensure that such programs supplement exhibitions.

Develops, maintains and tracks exhibition budgets.

Supervises student interns and volunteers as appropriate.

Attends Interpretive Center functions, as required, including those scheduled on evenings and weekends.

Performs such other duties as may be assigned.

We strive to build a team that reflects the diversity of the community we work in and encourage applications from traditionally under-represented groups such as women, visible minorities, Indigenous peoples, people identifying as LGBTQIA, veterans, and people with disabilities.

Job Title: Program Coordinator
Reports To: Assistant Director
Exempt/Non-Exempt/Contract: Exempt
F/T or P/T: F/T

Education: B.A. in Public History, Museum Studies, Education, Liberal Arts or equivalent.

Experience: 3-5 years experience in cultural programming, special events planning or equivalent.

Proficiency in Microsoft *Word*, *Excel*. Familiarity with database software, *PowerPoint*, graphic design software and social media platforms helpful.

Direct experience working with the history of Blacks/Africans, Jews, indigenous tribes, and/or other traditionally under-represented groups in America, preferred.

Direct experience working with Black, Jewish indigenous tribes, and/or other traditionally under-represented communities, preferred.

Responsibilities:

Responsible for providing leadership, strategic vision, design and implementation of interpretive programming that presents meaningful connections between the Interpretive Center, Heritage Campus and the community (both on and off Campus); programs center around diversity, equity, access, and inclusion, and welcomes all people, including people from diverse backgrounds and marginalized audiences.

Works with the Community Engagement Manager and a programming sub-committee of the Advisory Board to design, coordinate, promotes and oversees the adjudication of an annual call for programming proposals from interested community groups and cultural organizations.

Manages the programming budget and marketing.

Coordinates the evaluation of all educational programs.

Maintains data on programs held, and numbers and types of audience attending each program.

Recruits volunteers through such means as attending appropriate fairs, visiting schools, senior citizen and other community groups, etc.

- Interview prospective volunteers and, with the assistance of other staff, assign volunteers to appropriate jobs within the organization.
- Train volunteer staff on exhibition and programming content, customer service best practices and arranges for other training with appropriate staff members.

- Supervise volunteer staff. Schedule volunteer work, maintain volunteer records, and track volunteer hours.
- Organizes and coordinates volunteers for special events. Ensures that all participants are knowledgeable about their assignments, and in attendance at the appropriate time.

Write articles for the Interpretive Center social media platforms and works with the City's Office of Strategic Communications to generate articles for outside newspapers and other print media as needed.

Attend Interpretive Center functions, as required, including those scheduled on evenings and weekends.

Perform such other duties as may be assigned.

We strive to build a team that reflects the diversity of the community we work in and encourage applications from traditionally under-represented groups such as women, visible minorities, Indigenous peoples, people identifying as LGBTQIA, veterans, and people with disabilities.

Job Title: Programming Assistant
Reports To: Program Coordinator
Exempt/Non-Exempt: Exempt
F/T or P/T: F/T

Education: B.A. in Public History, Museum Studies, Education, Liberal Arts or equivalent.

Experience: 1-3 years experience in cultural programming, special events planning or equivalent.

Proficiency in Microsoft *Word*, *Excel*. Familiarity with database software, *PowerPoint*, graphic design software and social media platforms helpful.

Direct experience working with the history of Blacks/Africans, Jews, indigenous tribes, and/or other traditionally under-represented groups in America, preferred.

Direct experience working with Black, Jewish indigenous tribes, and/or other traditionally under-represented communities, preferred.

Responsibilities:

Responsible for assisting the Program Coordinator in all aspects of the design and implementation of interpretive programming.

Assist in coordinating the implementation of solicitations and adjudication an annual call for programming proposals from interested community groups and cultural organizations.

Assists in the evaluation of all educational programs.

Maintains data on programs held, and numbers and types of audience attending each program.

Assists in recruiting programming volunteers.

- Participates in interviewing prospective volunteers and assists with assigning volunteers to appropriate jobs across departments.
- Assists in training volunteers.
- Assists in scheduling volunteers and maintaining volunteer statistics.
- Assists in organizing volunteers for special events. Ensures that all participants are knowledgeable about their assignments, and in attendance at the appropriate time.

Attend Interpretive Center functions, as required, including those scheduled on evenings and weekends.

Perform such other duties as may be assigned.

We strive to build a team that reflects the diversity of the community we work in and encourage

applications from traditionally under-represented groups such as women, visible minorities, Indigenous peoples, people identifying as LGBTQIA, veterans, and people with disabilities.

Job Title: Visitor Services Representative
Reports To: Program Coordinator
Exempt/Non-Exempt/Contract: Non-Exempt
F/T or P/T: P/T

Education: High School Diploma or equivalent.

Experience: Some previous customer service experience helpful, but not required. Familiarity with computer data entry helpful.
Direct experience working with Black, Jewish indigenous tribes, and/or other traditionally under-represented communities, preferred.

Responsibilities:

Provides visitor assistance. Job duties will be performed primarily within the Interpretive Center, but occasionally will be done at off-site locations.

Welcomes visitors to the Heritage Campus, answer visitor questions, and refer visitors to appropriate staff if unable to provide the requested information.

Provides written and verbal information to visitors on current and future exhibitions and programs as requested. Representatives must have a working knowledge of what exhibitions are being shown, what they are about, and what kinds of artifacts they contain; obtained periodically through training provided by the Art Exhibition and Program Coordinators.

Knows the looks and general contents of each exhibit to assist in exhibition security.

Ensures visitor evacuation in case of emergency.

Attends staff meetings and mandatory training sessions.

Turns general and exhibit lights on/off, lock/unlock internal doors as needed, conduct daily inspection of exhibitions and facilities to ensure their neatness and safety.

Provide receptionist services for Museum by answering the phone, transferring calls and taking messages.

Assists with Interpretive Center functions, as required, including those scheduled on evenings and weekends.

Performs such other duties as may be assigned.

We strive to build a team that reflects the diversity of the community we work in and encourage applications from traditionally under-represented groups such as women, visible minorities, Indigenous peoples, people identifying as LGBTQIA, veterans, and people with disabilities.

		Year 1	Year 2	Year 3	Year 4	Year 1-4 Total
annual increase	1.03					
benefits	0.27					
Mellon Totals		\$2,382,885.00	\$5,876,359.00	\$1,357,083.77	\$1,381,446.28	\$10,997,774.05
City Totals		\$26,380.00	\$192,284.00	\$197,599.12	\$192,923.69	\$609,186.81
Total		\$2,409,265.00	\$6,068,643.00	\$1,554,682.89	\$1,574,369.98	\$11,606,960.87

	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 5-12 Total
Mellon Totals									
City Totals	\$1,621,601.08	\$1,670,249.11	\$1,720,356.58	\$1,771,967.28	\$1,825,126.30	\$1,879,880.09	\$1,936,276.49	\$1,994,364.78	\$14,419,821.70
Total	\$1,621,601.08	\$1,670,249.11	\$1,720,356.58	\$1,771,967.28	\$1,825,126.30	\$1,879,880.09	\$1,936,276.49	\$1,994,364.78	\$14,419,821.70

Salaries, wages, and benefits	assumption	Year 1	Year 2	Year 3	Year 4	
Full-time staff						
Executive Director	\$150,000.00	\$125,500.00	\$154,500.00	\$159,135.00	\$163,909.05	
Assistant Director	\$75,000.00	\$75,000.00	\$77,250.00	\$79,567.50	\$81,954.53	
Development Director	\$90,000.00	\$90,000.00	\$92,700.00	\$95,481.00	\$98,345.43	
Community Engagement Manager	\$75,000.00	\$75,000.00	\$77,250.00	\$79,567.50	\$81,954.53	
Art Exhibition Coordinator	\$60,000.00		\$30,000.00	\$60,000.00	\$61,800.00	
Programming Coordinator	\$60,000.00		\$30,000.00	\$60,000.00	\$61,800.00	
Programing Assistant	\$50,000.00			\$50,000.00	\$51,500.00	
Total full-time base salary		\$365,500.00	\$461,700.00	\$583,751.00	\$601,263.53	
Total full-time benefits		\$98,685.00	\$124,659.00	\$157,612.77	\$162,341.15	
Total full-time salary with benefits		\$464,185.00	\$586,359.00	\$741,363.77	\$763,604.68	
Part-time staff						
Four Visitor Services Staff	\$17.00			\$70,720.00	\$72,841.60	
City staff						
Public Art Secretary			\$3,500.00	\$3,605.00	\$3,713.15	
Budget Manager		\$3,000.00	\$3,090.00	\$3,182.70	\$3,278.18	
Legal & Accounting		\$3,800.00	\$3,914.00	\$4,031.42	\$4,152.36	
Total City staff		\$6,800.00	\$10,504.00	\$10,819.12	\$11,143.69	
Mellon Total		\$464,185.00	\$586,359.00	\$812,083.77	\$836,446.28	\$2,699,074.05
City Total		\$6,800.00	\$10,504.00	\$10,819.12	\$11,143.69	\$39,266.81
Total		\$470,985.00	\$596,863.00	\$822,902.89	\$847,589.98	\$2,738,340.87

Fellowships and residencies		assumption	Year 1	Year 2	Year 3	Year 4	
n/a							
Mellon Total			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Artist fees		assumption	Year 1	Year 2	Year 3	Year 4	
Short-term art activations					\$200,000.00	\$200,000.00	
Mellon Total			\$0.00	\$0.00	\$200,000.00	\$200,000.00	\$400,000.00

Consultants & other professional services		assumption	Year 1	Year 2	Year 3	Year 4	
Consulting Historian			\$75,000.00	\$75,000.00			
Storytelling Consultant			\$10,000.00	\$30,000.00	\$30,000.00	\$30,000.00	
Digital Media Consultant			\$10,000.00	\$30,000.00	\$30,000.00	\$30,000.00	
Branding and Design Consultant			\$10,000.00	\$30,000.00	\$30,000.00	\$30,000.00	
Mellon Total			\$105,000.00	\$165,000.00	\$90,000.00	\$90,000.00	\$450,000.00

Subgrants/regrants		assumption	Year 1	Year 2	Year 3	Year 4	
Short-term programming activations					\$200,000.00	\$200,000.00	
Mellon Total			\$0.00	\$0.00	\$200,000.00	\$200,000.00	\$400,000.00

Conferences, meetings, and travel		assumption	Year 1	Year 2	Year 3	Year 4	
Conference registration, travel, expenses			\$5,000.00	\$10,000.00	\$20,000.00	\$20,000.00	
Mellon Total			\$5,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$55,000.00

Promotion, marketing, and advertising		assumption	Year 1	Year 2	Year 3	Year 4	
Printing			\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
Advertising			\$1,000.00	\$5,000.00	\$10,000.00	\$10,000.00	
Mellon Total			\$11,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$66,000.00

Equipment and supplies		assumption	Year 1	Year 2	Year 3	Year 4
n/a						
City costs						
Computers and Devices			\$10,000.00		\$5,000.00	
Office supplies			\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Postage			\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Total City staff			\$17,500.00	\$7,500.00	\$12,500.00	\$7,500.00
		Mellon Total	\$0.00	\$0.00	\$0.00	\$0.00
		City Total	\$17,500.00	\$7,500.00	\$12,500.00	\$7,500.00
\$45,000.00						
Construction or building costs		assumption	Year 1	Year 2	Year 3	Year 4
Long-term activation design and build		3,350 SF, \$900/SF	\$885,200.00	\$2,362,500.00		
Interpretive Center design and build		12,300 SF, \$300/SF	\$912,500.00	\$2,737,500.00		
Long-term activation maintenance					\$15,000.00	\$15,000.00
City costs						
Lease		\$14psf		\$172,200.00	\$172,200.00	\$172,200.00
IT/Telecom			\$2,080.00	\$2,080.00	\$2,080.00	\$2,080.00
		Mellon Total	\$1,797,700.00	\$5,100,000.00	\$15,000.00	\$15,000.00
		City Total	\$2,080.00	\$174,280.00	\$174,280.00	\$174,280.00
\$6,927,700.00						
\$524,920.00						

Exhibit B

Mellon Grant



December 8, 2022

Levar M. Stoney
Mayor
City of Richmond
900 East Broad Street
Richmond, VA 23219

Dear Mayor Stoney:

The Andrew W. Mellon Foundation (the "Foundation") is pleased to inform you that we have approved a grant of \$11,000,000 to the City of Richmond ("your organization"), for use over 48 months, to support the planning, development, and initial operations of a cultural space located at the Shockoe Bottom train shed that memorializes and commemorates the history of slavery in Richmond, in accordance with the proposal finalized on November 11, 2022 (the "Proposal", and collectively the "Project"). We ask that all future correspondence regarding the grant use the following reference number 2203-12337. In accepting these funds, your organization agrees to comply with the following terms.

Use of Funds. Under United States law, Foundation grant funds may be used only for charitable, scientific, literary, or educational purposes. Your organization agrees that the grant funds will be used exclusively for the purposes described in your organization's Proposal and the approved budget. Your organization agrees to obtain the Foundation's prior approval for any material changes to the grant terms. The Foundation also expects that the funds will be managed in a prudent manner that is consistent with the purposes and term of the grant. Any grant funds not expended or committed for the purposes of the grant, or within the grant period stated above, will be returned to the Foundation unless otherwise agreed by the Foundation.

The grant award is made to the City of Richmond and may not be transferred or assigned without the advance written approval of the Foundation.

Payment Terms. Payment of grant funds will be made in accordance with the attached payment schedule after the Foundation receives the countersigned version of this agreement.

Grant Reports. Your organization will report to the Foundation on the progress of the grant through narrative and financial reports according to the attached report schedule. Each financial report should provide an accounting of the expenditures of grant funds. If the grant involves work undertaken by collaborating institutions, your organization is responsible for reporting on the activities and expenditures of the collaborating organizations.

Grant Work Products and Project Documentation. To ensure that your organization will have sufficient legal rights to carry out the Project, your organization confirms that all copyright interests in materials produced as a result of this grant ("Grant Work Products") will either be owned by (a) your organization or (b) one or more third parties (e.g., artist(s), scholar(s), collaborator(s)) who have conveyed in writing sufficient rights and permissions for use of the Grant Work Products in connection with the Project. Your organization will obtain all other necessary rights and permissions for the supported work so that the grant activities and use of Grant Work Products (in accordance with any terms of use set by your organization), including any use by the Foundation of Grant Work Products and Project Documentation (defined below) authorized in this agreement, will not infringe on or violate the intellectual property, publicity, privacy, or other rights of any person.

Your organization agrees to make final Grant Work Products available, as described in the Proposal, for educational or charitable purposes.

As described in the Proposal, your organization plans to document the grant activities with visuals, photographs, audio, other media products, and/or archival materials (“Project Documentation”) and agrees to provide the Foundation with copies of Project Documentation with your organization’s grant reports or at other times during the grant term.

Further, your organization grants to the Foundation a free, irrevocable, sublicensable, worldwide license of all rights under copyright to use (1) final Grant Work Products intended for a public audience, and (2) Project Documentation provided by your organization to the Foundation, in each case only to promote the Project or for the Foundation’s charitable purposes, including on the Foundation’s website, social media platforms, and all other mediums.

Grant Disclosure and Publicity. The Foundation will include summary information about this grant in its annual report and other similar public reports, tax returns, and public grants database, and may share such summary information in response to inquiries or elsewhere. The Foundation may also promote this grant on its website and social media channels, and in press releases, newsletters, and other public communications and media products; any promotional content which discusses the grant in detail and/or narrative form will be shared with your organization in advance for input.

If you wish to make your own press announcement that includes the Foundation’s name or logo, please consult with the Foundation’s Communications Department in advance by contacting media@mellon.org.

Grantee Control of Funds. Your organization confirms that, while the Foundation is providing support for the Project, your organization retains full discretion and control of the conduct of the Project, including over the process of selecting any persons or organizations (such as employees, independent contractors, consultants, vendors, secondary grantees, or other Project participants) to carry out the purposes of this grant. Accordingly, your organization acknowledges that the Foundation will not be responsible for any actions of your organization regarding the Project.

Recordkeeping. Grantees are required to retain accounting records, detailing all receipts and expenditures of grant funds, for three years following submission of the final grant report. The Foundation reserves the right to conduct audits, including on-site audits with reasonable notice, at any time during the term of the grant, and within three years after completion of the grant. Your organization agrees to cooperate in the audit and provide information to the Foundation or its representatives as necessary.

Organizational Tax Status. Your organization certifies that it is a government entity or instrumentality. Your organization will advise the Foundation immediately if there is any change in that status or in its organizing documents.

Limitations on Lobbying and Political Activity. Your organization confirms that Foundation grant funds will not be used by your organization:

- a) To conduct lobbying or otherwise attempt to influence legislation (within the meaning of [Internal Revenue Code Section 4945\(d\)\(1\)](#)); or
- b) To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (as prohibited under [Internal Revenue Code Section 4945\(d\)\(2\)](#)).

Compliance with Laws. In carrying out the Project, your organization will comply with all applicable local, state, federal, and international laws, regulations, and rules, including data privacy and intellectual property laws.

Workplace Conduct Standards. The Foundation gives high priority to the realization of equality of opportunity for all members of society. Accordingly, the Foundation expects that your organization seeks to foster a workplace that is free from discrimination, harassment, and workplace misconduct; takes appropriate affirmative steps to encourage equal employment opportunities for women and underrepresented groups to the fullest extent allowable under applicable law; and has established appropriate policies and procedures for training staff, receiving and addressing complaints regarding sexual harassment and other forms of workplace misconduct, and prohibiting retaliation against persons who make good faith complaints.

Notification and Cooperation. Your organization agrees to promptly notify the Foundation of any of the following: (1) significant organizational changes during the term of the grant, including, but not limited to, changes in key personnel and changes in tax status, (2) unless prohibited by law, (a) reported concerns about the legality or propriety of the grant activities or use of Foundation funds, and (b) the filing of a claim in any court or with any governmental agency alleging: (i) sexual or other harassment, discrimination, a hostile work environment, or similar claims regarding the activities of your organization; (ii) financial impropriety by your organization; or (iii) breach of fiduciary obligations by senior leadership or the board of your organization.

In the event the Foundation learns of allegations of impropriety, illegality, or workplace misconduct through notification by your organization or third parties, your organization agrees, to the extent legally permitted, to cooperate with reasonable requests of the Foundation to understand your organization's policies, procedures, and practices, including what steps were taken in response to the allegations.

Right to Discontinue Funding and Require Return of Funds. The Foundation reserves the right to modify the grant, discontinue funding, or terminate the grant at any time if (1) your organization fails to materially comply with the terms of this agreement, (2) any statements, representations, certifications, or documents provided by your organization are later determined to be false or materially misleading, or (3) the Foundation determines, in its reasonable judgement, that your organization has become unable to carry out the purpose of the grant as stated in this agreement. In any such event, your organization agrees, at the Foundation's request, to repay the grant funds or redirect them to another organization chosen by the Foundation to carry out the purposes of the grant.

Choice of Law and Jurisdiction. This Agreement will be governed by the laws of the State of New York, without giving effect to its conflict of law principles. The Parties consent to jurisdiction of any suit with respect to this Agreement in New York County, New York.

We ask that the City of Richmond indicates its consent to these terms by having an individual with corporate authority sign below. The Foundation will not make payments on this grant until we have received a complete, countersigned copy of this agreement. Please keep a copy for your files.

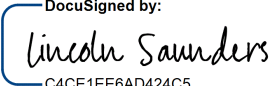
On behalf of the Foundation, may I extend every good wish for the success of this endeavor.

Sincerely,

DocuSigned by:
Carter Stewart
7398E15592F94A9...

Carter Stewart
Executive Vice President for Programs and Research

City of Richmond

By: 
C4CE1EE8AD424C5...
Name: Lincoln Saunders
Title: Chief Administrative Officer
Date: 12/9/2022

EA/TDE