

INTRODUCED: October 15, 2024

AN ORDINANCE No. 2024-270

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Grant Contract between the City of Richmond and New Life Deliverance Tabernacle for the purpose of funding a voluntary gun buyback event in the city of Richmond.

Patrons – Mayor Stoney, Ms. Lynch and Ms. Robertson

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: NOV 12 2024 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Grant Contract between the City of Richmond and New Life Deliverance Tabernacle for the purpose of funding a voluntary gun buyback event in the city of Richmond. The Grant Contract shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

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

APPROVED AS TO FORM:

CITY ATTORNEY’S OFFICE

A TRUE COPY:
TESTE:
Amber D. Paul
City Clerk

AYES: 8 NOES: 0 ABSTAIN: _____

ADOPTED: NOV 12 2024 REJECTED: _____ STRICKEN: _____



City of Richmond

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

Master

File Number: Admin-2024-1258

File ID: Admin-2024-1258

Type: Request for Ordinance or Resolution

Status: Regular Agenda

Version: 1

Reference:

In Control: City Clerk Waiting Room

Department: Police

Cost:

File Created: 09/26/2024

Subject: Grant contract for the City's third Gun Buy Back event

Final Action:

Title: To create an ordinance authorizing the City of Richmond to administer a voluntary “Gun Buy Back Program”; and to authorize the Chief Administrative Officer to execute, for and on behalf of the City of Richmond, a \$24,722.50 Grant Contract by and between the City of Richmond and New Life Deliverance Tabernacle for the purpose of implementing the City’s third Gun Buy Back event.

Internal Notes:

Code Sections:

Agenda Date: 10/15/2024

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: Admin-2024-1258 WD - Agmt - Gun Buy-Back AATF.pdf, Admin-2024-1258 2024.09.05 3rd GBB Grant Contract Draft (AATF).pdf, Admin-2024-1258 Printable - Required Survey (Exhibit A to Grant Contract)

Enactment Number:

Contact:

Introduction Date:

Drafter: Megan Field

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1		Grace Massenburg - FYI		
1	2	9/27/2024	Richard Edwards	Approve	9/30/2024
1	3	9/27/2024	Meghan Brown	Approve	10/1/2024
1	4	9/27/2024	Michael Nguyen - FYI	Notified - FYI	
1	5	9/27/2024	Sheila White	Approve	10/1/2024
1	6	9/27/2024	Cynthia Osborne - FYI	Notified - FYI	
1	7	9/27/2024	Sabrina Joy-Hogg	Approve	10/1/2024
1	8	9/27/2024	Caitlin Sedano - FYI	Notified - FYI	
1	9	9/27/2024	Jeff Gray	Approve	10/1/2024
1	10	9/27/2024	Caitlin Sedano - FYI	Notified - FYI	
1	11	9/30/2024	Lincoln Saunders	Approve	10/2/2024
1	12	9/30/2024	Cordell Hayes - FYI	Notified - FYI	
1	13	9/30/2024	Mayor Stoney	Approve	10/2/2024

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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One critical aspect of prevention is reducing the number of guns circulating in our community. Voluntary gun buy back programs allow gun owners to trade their firearms to government entities for gift cards or vouchers. These programs have three main objectives. First, gun buy backs help to reduce the availability of guns in a community. This is particularly important for keeping firearms out of the hands of young people and away from individuals considering suicide. Second, gun buy backs provide an opportunity for the safe disposal of firearms. These programs provide an option for responsible members of the community who wish to get rid of guns but are unsure of how to safely do so. Lastly, gun buy backs create a critical opportunity for community engagement. These events create an opportunity for conversations about responsible gun ownership and a chance for critical relationships to be built amongst credible partners in the community, public safety officials, and other partners working to prevent gun violence.

The City has held two prior gun buy back events. In August of 2022, the City completed its first-ever gun buy back event. With the help of the Robby Poblete Foundation, the gun buy back collected almost 500 firearms, making Richmond’s event the largest the Robby Poblete Foundation has been a part of in its tenure. In August 2023, the City held its second gun buy back event in partnership with Liberation Church, collecting 260 firearms.

Funding for Richmond’s gun buy back events is made possible by the American Rescue Plan (ARPA), the \$1.9 trillion coronavirus rescue package signed into law by President Biden on March 11, 2021. On October 25, 2021, City Council approved ORD. 2021-291, which accepted the first tranche of ARPA funding and dedicated \$1,500,000 of the funds to “Gun violence prevention.” Of the \$1,500,000, \$1,000,000 has been committed to NextUp to provide positive youth development opportunities. The remaining \$500,000 has been committed to gun buy back events, responsible gun ownership education, shot spotting technology, and other gun violence prevention strategies.

The Administration recommends collaborating with New Life Deliverance Tabernacle to implement its third Gun Buy Back Event. New Life Deliverance Tabernacle is a 501(c)(3) non-profit corporation. The organization is actively involved in efforts to reduce gun violence, including through out-of-school-time programming that provides young people positive environments and in its role as a member of the City’s Gun Violence Prevention Steering Committee.

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: The gun buy back event helps to implement the “Gun Violence Prevention and Intervention Framework.” Reducing the number of guns in our community is a key aspect of “Prevention.”

FISCAL IMPACT: If approved, the event would utilize \$24,722.50 of the City’s approved ARPA Funding Spend Plan. If not approved, it is unlikely that there would be sufficient time to utilize the funding for another approved ARPA expenditure, which would result in repayment of these federal funds.

DESIRED EFFECTIVE DATE: Upon Enactment

REQUESTED INTRODUCTION DATE: October 15, 2024

CITY COUNCIL PUBLIC HEARING DATE: November 12, 2024

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Public Safety

AFFECTED AGENCIES: Richmond Police Department; Department of Juvenile Justice

RELATIONSHIP TO EXISTING ORD. OR RES.: ORD. 2021-291

ATTACHMENTS: (1) Draft Grant Contract

STAFF: John Hall, Acting Major, Richmond Police Department
Shavonne Johnson, Communications and Community Engagement Manager, Office of the Mayor
Megan Field, Senior Policy Advisor, Office of the Chief Administrative Officer

GRANT CONTRACT

THIS GRANT CONTRACT is made this ____ day of [Month], 2024, between the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the “City”), and New Life Deliverance Tabernacle, a Virginia non-stock corporation, authorized to transact business in the Commonwealth of Virginia (the “Recipient”).

STATEMENT OF PURPOSE

- A. Section 15.2-953(A) Code of Virginia authorizes the City to make gifts and donations to any charitable institution or association, located within their respective limits or outside their limits if such institutions or association provides services to residents of the locality.
- B. City and the Recipient desire to hold a gun buyback event (the “Event”) as authorized by Ordinance No. <, adopted < in accordance with the terms and conditions of this Contract.
- C. Funds in the amount of \$24,722.50 derived from a portion of the City’s allocation of Coronavirus State and Local Fiscal Recovery Funds established under the American Rescue Plan Act of 2021 (“ARPA”) (the "Grant Funds") have been identified for a gift to the Recipient to administer the Event.

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

1. CONTACT INFORMATION

- a. The City’s point of contact for purposes of this Contract is:

Megan Field
Senior Policy Advisor
Office of the Chief Administrative Officer
900 E. Broad Street
Richmond, VA 23219
(804) 221-4330
megan.field@rva.gov

The Recipient’s point of contact for purposes of this Contract is:

Phyllis Alexander
Church Administrator
New Life Deliverance Tabernacle
(804) 233-2730
900newlife@gmail.com

Robert Winfree
Pastor
New Life Deliverance Tabernacle
(804) 233-2730

- b. Either party may change the contact information set forth in this section by submitting a written statement that the party is making such a change and setting forth the contact information of the party's new point of contact to the other party's point of contact.

2. Payment of Grant Funds.

- a. Payments of the Grant Funds to the Recipient shall be made as soon as practicable following full execution of this Contract and shall be made in two forms:
 - i. \$22,475.00 in the form of gift cards, which were surplus from the City's gun buy back event held on August 12, 2023; and
 - ii. \$2,247.50, which will be provided as one monetary lump sum as soon as practicable following full execution of this Contract.
- b. Should funding, in either the form, remain after the Event, the Recipient shall use the remaining funding to administer gun violence prevention programming. In such an instance, the Recipient shall submit, within 45 days of the Event, a proposal for the remainder of funding that complies with the City's Gun Violence Prevention and Intervention Framework. The City, through its Department of Justice Services shall either approve, disapprove, or recommend amendments to the Recipient's proposal. If the City disapproves of or recommends amendments to the proposal, the Recipient shall submit an updated proposal or proposals until such a time that the City finds the proposal acceptable.
- c. The Recipient shall not spend more than \$2,247.50 on administrative costs associated with the implementation of the Event.

3. Scope of Services. In consideration of the City's grant of the Grant Funds to the Recipient, the Recipient shall hold the Event and shall:

- a. Ensure that an appropriate facility is secured and that appropriate tables and chairs are available for Richmond Police Department ("RPD") personnel to sit and process the firearms.
- b. Ensure that only RPD personnel touch or take possession of any firearm.
- c. Ensure completion and verification of the information form attached as "Exhibit A" ("Information Form"); provide such form to the RPD personnel processing the firearm; and take and maintain possession of all completed forms until they are returned to RPD at the time the final report is submitted.
- d. Upon the RPD's receiving, making safe, and taking possession of the firearm or firearms, provide to the person surrendering the firearm or firearms a gift card or gift cards.

- e. Use any remaining funding to provide additional gun violence prevention programming, as outlined by the City's Gun Violence Prevention and Intervention Framework as detailed in Section 2(b) above.
4. **The City's Responsibilities.** The City shall be responsible for:
- a. Ensuring appropriate numbers of RPD personnel attend and work the Event.
 - b. Receiving, making safe, and taking possession of firearms to be destroyed from people for whom the Recipient has verified the information provided in the Information Form.
 - c. Ensuring the received firearm is not part of an active criminal investigation.
5. **Performance Measures.** The City will use the following performance measures to evaluate whether the Recipient has performed the services required by this Contract in a manner that achieves the City's purpose in providing the Grant Funds to the Recipient:
- a. Did the Recipient perform the Scope of Services set forth in section 3?
6. **Reporting.** The Recipient shall furnish the City's point of contact with a written report on its use of the Grant Funds no less frequently than once per Quarter and upon the expenditure of all of the Grant Funds. The Recipient shall submit the following reports:
- a. Detailed records regarding all expenditures of the Grant Funds;
 - b. A report no later than 45 days following the Event providing a narrative description of the Event; each activity undertaken with the Grant Funds; documentation showing the details of distributions of gift cards, including (i) how many firearms were collected; (ii) the categories of firearms collected and the amount of firearms collected in each category; and (iii) how many gift cards of various amounts (e.g. \$50) were provided to how many individuals; and anecdotal evidence, stories, or testimony pertaining to the Event;
 - c. Key performance indicators identified by the Recipient and any mandated performance indicators identified by United States Treasury Department;
 - d. If funds remain after the Event, (i) a proposal, within 45 days of the Event, for the remainder of funding that complies with the City's Gun Violence Prevention and Intervention Framework; and (ii) a final report once the funding has been completely expended detailing how it was used, how many individuals were served, and how it contributed to the Recipient's gun violence prevention programming;
 - e. Any additional forms or additional information that may be reasonably required by the City.
7. **Record Retention.** Recipient shall maintain all books, records, and other documents relating to this Contract for five years following expiration of this Contract. This section 7 will survive expiration of this Contract.

8. **American Rescue Act Plan Funding.** Recipient acknowledges that certain eligible activities are allowable uses of the Coronavirus State and Local Fiscal Recovery Fund established under the American Rescue Plan Act of 2021 (“ARPA”). Recipient agrees that it will conduct its activities in accordance with ARPA and will abide by all federal laws, rules, regulations, and guidance applicable thereto. Should the Recipient’s use of the Funds be determined ineligible for ARPA funding, Recipient shall repay all Grant 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. This section 8 will survive expiration of this Contract.
9. **Acknowledgement of Donation.** The Recipient shall, in connection with any programs, events, or other matters funded in whole or in part with the Grant Funds, acknowledge the City of Richmond and the American Rescue Plan Act as a donor, contributor, or sponsor. This acknowledgement must be included on any promotional materials, brochures, publications, websites, or other visible locations. The City has the right, upon request, to review and approve any such acknowledgement. Further, the City has the right, in its sole discretion, to require the removal of its name from any such promotional materials, brochures, publications, websites, or other visible locations.
10. **Additional Terms of Agreement.**
- a. The Recipient acknowledges and agrees that the City may place Recipient’s logo on signage, marketing materials, and press releases related to the Event.
 - b. The Recipient acknowledges and agrees that the City may acknowledge the Recipient’s involvement in the Event during media interviews.
11. **Compliance Monitoring.** The City’s point of contact shall monitor the Recipient’s compliance with this Contract. In addition to the reports required by Section 6, the Recipient shall furnish the City’s point of contact with any information reasonably requested by the City’s point of contact in order to enable the City’s point of contact to determine whether the Recipient is meeting or has met the performance measures set forth in this Contract.
12. **Recipient’s Representations and Warranties.** The Recipient represents and warrants as follows:
- a. The Recipient is and will be for the duration of this Contract a charitable institution or association as detailed in a Section 15.2-953(A) of the Code of Virginia.
 - b. The Recipient's signatory below is duly authorized by the Recipient to enter into this Contract and thereby bind the Recipient to this Contract's terms and conditions. This Contract is signed when a party’s signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

13. **Audit.** Pursuant to Section 2-187 of the Code of the City of Richmond, the Recipient shall, as a condition of receiving monies from the City, be subject to periodic audits of its finances and expenditures of such City monies by the City Auditor on demand and without notice. The Recipient further agrees to any audits as may be required in connection with ARPA funding and agrees to fully cooperate with the City in connection with any such audits. This section 13 will survive expiration of this Contract.

14. **Contract Expiration.** Except for those provisions expressly surviving expiration, this Contract will expire on January 1, 2027.

Effective as of the date first written above.

RECIPIENT:

By: _____

CITY:

By: _____

J.E. Lincoln Saunders
Chief Administrative Officer

APPROVED AS TO FORM:

Bonnie M. Ashley

EXHIBIT A:
INFORMATION FORM

1. I am 18 years of age or older and my date of birth is _____/_____/_____.
2. The firearm I am surrendering is not of the type defined in Virginia Code §18.2-288 (machine gun¹); Virginia Code §18.2-299 (sawed-off shot gun or rifle²); or is a firearm the transfer of which is prohibited by federal law.
3. I agree that the firearm I am surrendering will be destroyed unless after the firearm has been determined to not be part of an active criminal investigation.
4. I am surrendering the firearm because (choose all that apply):
 - a. Concern about children having access to firearm.
 - b. Longstanding desire to dispose of firearm but unsure how to safely do so.
 - c. Desire to have a “gun-free” home.
 - d. Economic hardship.
 - e. Other. Please describe:

Signature: _____

Verified by: _____

¹ Any weapon which shoots or is designed to shoot automatically more than one shot, without manual reloading, by a single function of the trigger.

² Any weapon originally designed as a shoulder weapon, utilizing a self-contained cartridge from which a number of ball shot pellets or projectiles may be fired simultaneously from a smooth or rifled bore by a single function of the firing device and which has a barrel length of less than 18 inches for smooth bore weapons and 16 inches for rifled weapons. Weapons of less than .225 caliber shall not be included. Or, a rifle of any caliber, loaded or unloaded, which expels a projectile by action of an explosion of a combustible material and is designed as a shoulder weapon with a barrel or barrels length of less than 16 inches or which has been modified to an overall length of less than 26 inches.