

INTRODUCED: July 6, 2026

AN ORDINANCE No. 2026-171

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Shockoe Legacy Foundation Grant Contract between the City of Richmond and the Shockoe Legacy Foundation for the purpose of funding expenses incurred by the Shockoe Legacy Foundation for the planning and development of the Slavery and Freedom Heritage Site, including the Lumpkin’s Pavilion and the National Slavery Museum, in the city of Richmond.

Patron – Mayor Avula

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JUL 27 2026 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That Chief Administrative Offer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Shockoe Legacy Foundation Grant Contract between the City of Richmond and the Shockoe Legacy Foundation for the purpose of funding expenses incurred by the Shockoe Legacy Foundation for the planning and development of the Slavery and Freedom Heritage Site, including the Lumpkin’s Pavilion and the National Slavery Museum, in the city of Richmond. The Shockoe Legacy Foundation 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.

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

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

O&R REQUEST

DATE: May 5, 2026

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Dr. Danny Avula, Mayor

THROUGH: Odie Donald, Chief Administrative Officer

THROUGH: Tamikia Jackson, DCAO of Finance and Administration

THROUGH: Letitia Shelton, Director of Finance

THROUGH: Meghan Brown, Director of Budget & Strategic Planning

THROUGH: Al Wiggins, DCAO of Operations

FROM: Gail Johnson, Director of General Services

RE: Agreement between the City of Richmond and the Shockoe Legacy Foundation

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an agreement between the City of Richmond and the Shockoe Legacy Foundation for the purpose of funding expenses incurred for the planning and development of the Slavery and Freedom Heritage Site in Richmond.

BACKGROUND: On June 10, 2024, Ordinance #2024-144 was adopted to authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the amount of \$13,400,966.00 from the Virginia Department of General Services for the purpose of funding the planning and development of a Slavery and Freedom Heritage site in Richmond, including Lumpkin's Pavilion and Slave Trail improvements and a future Slavery Museum.

COMMUNITY ENGAGEMENT: For several years, the Shockoe Legacy Foundation (formerly the Shockoe Alliance) held numerous community forums regarding this site. The plan for the site was originally unveiled during a community forum held by Mayor Levar Stoney.

STRATEGIC INITATIVES ALIGNMENT:

- Shockoe Small Area Plan (see Ord. No. 2024-034)
- Mayor's Pillar: A City that tells its stories (and tells the truth about its past)

FISCAL IMPACT: Distribution of \$1,300,000 to the Shockoe Legacy Foundation from funds appropriated to the City's FY2023-2024 Capital Budget.

DESIRED EFFECTIVE DATE: upon adoption

REQUESTED INTRODUCTION DATE: June 8, 2026

CITY COUNCIL PUBLIC HEARING DATE: June 22, 2026

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development

AFFECTED AGENCIES: Department of Economic Development and Department of General Services

RELATIONSHIP TO EXISTING ORD. OR RES.: Ord. No 2024-144

ATTACHMENTS: Memorandum of Agreement between the Virginia Department of General Services and the City of Richmond

STAFF:

SHOCKOE LEGACY FOUNDATION GRANT CONTRACT

This SHOCKOE LEGACY FOUNDATION GRANT CONTRACT ("Grant Contract") is made this _____ day of 2026, by and between the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City"), and Shockoe Legacy Foundation, a Virginia non-stock corporation, authorized to transact business in the Commonwealth of Virginia (the "Recipient"), collectively, referred to as the ("Parties"). The City and the Recipient, intending to be legally bound, agree as follows:

STATEMENT OF PURPOSE

- A. The Recipient plans to develop and operate on the Site, as defined below, the Project, as defined below.
- B. The City has determined that the Project will result in significant investment and development on the Site, will promote a historical attraction for the City and will result in substantial benefits for the welfare of the City, its inhabitants and is in the public interest.
- C. Section 15.2-953(B) of the Code of Virginia authorizes the City to make gifts and donations to any public or private nonprofit organization engaged in commemorating historical events as contemplated in this Agreement.
- D. By Ordinance No. 2024-144, adopted June 10, 2024, funds in the amount of \$13,400,966.00 have been appropriated from the Virginia Department of General Services for the purpose of funding the planning and development of a Slavery and Freedom Heritage Site in Richmond, including the Lumpkin's Pavilion and the National Slavery Museum (the "Project").
- E. By Ordinance No. 2022-157 , adopted June 13, 2022, which (i) accepted a program of proposed Capital Improvement Projects for Fiscal Year 2021-2022 and the four fiscal years thereafter (ii) adopted a Capital Budget for 2021-2022 , and (iii) and determined a means for financing the same for the purpose of the Heritage Center/Lumpkin's Jail (Devil's Half Acre project in the Economic and Community Development category to prove that the scope of such project includes the planning, design and implementation of the memorialization of the property known as, *the 10 acres, located in Richmond's Shockoe Valley between Interstate 95 and Crane Street, spanning over E. Broad Street and bounded by Main Street Station to the south and Interstate 95 off ramp and Oliver Hill Way to the*

north, funds in the amount of \$1,300,000.00 (the "Grant Funds") will be transferred to the recipient over fiscal years 2027 and 2028, specifically disbursements of up to \$625,000.00 in FY27 and up to \$675,000.00 in FY28. The purpose of the grant is to assist in advancing a historical and cultural project that will ultimately benefit the public.

- F. This Contract sets forth the understanding of the Parties concerning the Recipient's obligations, subject to the approval of the Richmond City Council and subject to appropriations.

NOW, THEREFORE, in consideration of the foregoing mutual benefits, promises and undertakings of the Parties to this Grant Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Recipient, intending to be legally bound, covenant and agree as follows:

A. TERMS

1. Definitions

"City" means the City of Richmond.

"GAAP" means *Generally Accepted Accounting Principles*

"Grant Period" means the certain period commencing upon July 1, 2026 to June 30, 2027 and then recommencing on July 1, 2027 and ending on June 30, 2028.

"Recipient" means the Shockoe Legacy Foundation, a charitable organization organized under the laws of the Commonwealth of Virginia and its successors and assigns to the extent permitted by this Contract.

"Preconstruction Performance Measures" means all key performance indicators required to be met by the Recipient to the satisfaction of the City and included in all written reports provided to the City.

"Project" means the Slavery and Freedom Heritage Site in Richmond, Virginia which shall include the Lumpkin's Pavilion and the National Slavery Museum.

"Site" means that certain parcel nearly 10 acres currently owned by the City of Richmond, known as *the 10 acres, located in Richmond's Shockoe Valley between Interstate 95 and Crane Street, spanning over E. Broad Street and bounded by Main Street Station to the south and Interstate 95 off ramp and Oliver Hill Way to the north* in the Shockoe area of Richmond, Virginia.

2. Contact Information.

A. The City's point of contact for purposes of this Grant Contract is:

Gail Johnson, Director
Dept. of General Services
900 East Broad Street, Room 602
Richmond, Virginia 23219
Gail.Johnson@rva.gov
(804) 646-6621

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

B. The Recipient's point of contact for purposes of this Grant Contract is:

Delores McQuinn, President
Shockoe Legacy Foundation
8800 Strath Road
Richmond, Virginia 23231
(804) 687-3293

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

3.Scope of Services and Recipient's Obligations Conditions to Spending.

In consideration of the City's award of the Grant Funds to the Recipient, the Recipient shall utilize (1) the Grant Funds for the sole purpose of planning and developing Lumpkins Pavilion and National Slavery Museum which are part of the Slavery and Freedom Heritage Site in Richmond, and (2) shall expend the FY27 and FY28 Grant Funds in accordance with Section 15.2-953(B) of the Virginia Code, as amended. the following budget:

The Recipient shall provide written evidence of all expenditures and each expenditure's compliance with City processes.

4. Recipient Representations

a. The Recipient specifically represents, warrants and covenants that it is empowered to enter into this Grant Contract, to be bound hereby and to perform according to the terms hereof.

b. The Recipient specifically represents, warrants and covenants all actions necessary to enable the Recipient to enter this Grant Contract, and to be bound hereby have been duly taken.

c. The Recipient specifically represents, warrants and covenants that all Grant Funds provided by the City and received pursuant to this Grant Contract shall be spent exclusively in accordance with and pursuant to Section 3 Scope of Services.

d. The execution of this Grant Contract on behalf of the Recipient will bind and obligate the Recipient to the extent provided by the terms hereof.

e. The Recipient specifically represents, warrants and covenants that there exists no pending litigation, which if determined adversely, would materially and adversely affect the ability of the Recipient to carry out its obligations under this Contract or the transaction contemplated hereunder.

f. Lastly, the Recipient shall expend all Grant Funds in compliance all applicable federal and state laws, local ordinances and regulations. In the event that any payment or purchase does not comply with the foregoing, the Recipient shall reimburse the City for any noncompliant amounts as determined by the City.

5. Recipient Reporting.

To enable the City to measure the achievements of the Recipient and its assignees, contractors and subcontractors with regard to progress of the design, planning, building and execution of the Project, the Recipient shall furnish the City's point of contact with a written report noting detailed updates and verification reasonably satisfactory to the City of the Recipient's progress regarding the completion of Project construction and following the Project construction, in the form requested by the City no later than the 15th of each month. In addition to the above achievement measures, the Recipient shall include written documentation regarding its use of the FY27 and FY28 Grant Funds, including an itemized list of each expenditure, following receipt of the single disbursement. All receipts, invoices, and proof of payment documentation shall accompany the report.

6. Payment of Grant Funds.

- A. During the Grant Period, the City shall pay to the Recipient (or such party to which the Recipient has assigned Grant Payments in accordance with the terms and provisions in this Grant Contract. The City agrees to transfer the Grant Funds to the Recipient under the obligations in this Grant Contract, subject to proper appropriations by City Council.
- B. The Recipient shall submit each Grant Payment Request to the contact person for the City in accordance with the terms and provisions in this Grant Contract.
- C. Subject to the conditions set forth in this Contract, the City shall pay the Grant Funds to the Recipient in the following manner:
 - 1. For FY27, the Recipient shall receive a single payment of up to \$625,000 due within thirty (30) days of the execution of this Grant Contract. The first payment shall be made following full execution of this Contract. Within thirty (30) days of

the FY27 payment of Grant Funds and for every thirty (30) day period thereafter until June 30, 2027, the Recipient shall provide to the City:

- i. invoice reflecting the total disbursement of the FY27 Grant Funds;
- ii. a report reflecting quantifiable evidence of progress made towards the completion of the Project to the City's satisfaction;
- iii. a written certification that all expenditures of the Grant Funds comply with Section 15.2-953(B) of the Virginia Code, as amended.
- iv. a detailed statement of expenditures to date by budget or service category, to include receipts, invoices and other evidence of payment.

2. For FY28, the Recipient shall receive a single payment of up to \$675,000 in a lump within thirty (30) days of the beginning of the fiscal year. Within thirty (30) days of receipt of the FY28 Grant Funds and for every thirty (30) day period thereafter until June 30, 2028, the Recipient shall provide to the City:

- i. an invoice reflecting the total disbursement of the FY28 Grant Funds;
- ii. a report reflecting quantifiable evidence of progress made towards the completion of the Project to the City's satisfaction;
- iii. a written certification that all expenditures of the Grant Funds comply with the requirements set forth in Section 15.2-953(B) of the Virginia Code, as amended.
- iv. a detailed statement of expenditures to date by budget or service category, to include receipts, invoices and other evidence of payment.

D. Following the disbursement of the FY28 Grant Funds, the Recipient must provide, by the 15th of the next immediate month and on the 15th of every month thereafter until the completion of the Project, a written report ("Progress Report") to the City to the City's satisfaction. The written Progress Reports shall continue monthly until the City confirms in writing that the Project milestones have been achieved.

E. The Recipient acknowledges and agrees that additional funding may be conditioned upon Recipient's compliance with the terms of this Contract and documented completion of the Project.

F. The Recipient shall return to the City all unexpended Grant Funds received by the Recipient upon completion of the Project.

G. Should the Recipient believe the City failed to comply with terms and conditions of this Contract, the Recipient's sole remedy shall be to receive payment for a grant payment to which it was entitled (subject to the restrictions set forth in this Contract) for which it did not receive payment.

7. Record Keeping

The Recipient shall keep records of its financial transactions related to this Contract in accordance with generally accepted accounting principles (“GAAP”). The City Auditor or his designee may at any time audit the financial transactions undertaken under this Contract. The Recipient shall cooperate to ensure that the City Auditor is granted reasonable access on a timely fashion to all books and records of the Recipient necessary to complete such audits.

8. 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 as a donor, contributor or sponsor. This acknowledgement must be included in 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.

9. Compliance Monitoring.

The City’s point of contact shall monitor the Recipient’s compliance with this Contract. In addition to the reports required by Sections 5 and 6, the Recipient shall furnish the City’s point of contact with any information reasonably requested by the City’s point of contact 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. This may include at least one visit to the Site to be performed by a representative of the City.

10. Organization Representation and Signatory Authorization.

The Recipient represents and warrants as follows:

- A. The Recipient is and will be for the duration of the Contract, a non-profit organization engaged in commemorating historical events as detailed in §15.2-953(B) 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 actual signature or other electronic means. These signatures shall be treated in all full force and effect as the original signature.

11. Default

Where the Recipient fails to meet any obligation under this Grant Contract, the City shall issue a written Notice of Default to the Recipient within thirty (30) days from the time that the default occurs or when the default is noticed by the City. The City shall provide the Recipient with sixty (60) days to cure the default to the satisfaction of the City. Where such default is not cured by the Recipient or where the Recipient fails to respond to the Notice of Default, the City may terminate the Grant Contract and exercise all remedies available.

12. Audit.

Pursuant to Section 2-187 of the Code of the City of Richmond, the Recipient shall, as a condition of receiving Grant Funds from the City, be subject to periodic audits of its finance and expenditures of such Grant Funds by the City Auditor on demand and without notice.

13. Record Retention.

The Recipient agrees to maintain all financial records, books, and relevant supporting documentation related to this award for a period of not less than five (5) years from the expiration or earlier termination of this agreement, or for such time as otherwise required by law, whichever is longer. These records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP) and be readily available for inspection and audit by authorized representatives of the City upon written request. Such records shall be maintained locally or deliverable at the Recipient's expense to a location in the metropolitan Richmond area.

14. Notices.

Any notices required or permitted under this Grant Contract shall be given in writing and shall be deemed to be received upon receipt or refusal after the mailing of the same in the United States Mail by certified mail, postage fully pre-paid or by overnight courier (refusal shall mean return of certified mail or overnight courier package not accepted by the addressee):

If to the Recipient:

Shockoe Legacy Foundation
8800 Strath Road
Richmond, Virginia 23231
Attn: Delores McQuinn, President

If to the City:

Richmond Department of General Services

With a copy to:

Office of the City Attorney

900 E. Broad Street
Richmond, Virginia 23219
Attn: Gail Johnson, Director

900 E. Broad Street
Richmond, Virginia 23219
Laura Drewry, City Attorney

15. Governance and Compliance with Laws.

The Recipient shall expend all Grant Funds in compliance with all applicable laws, ordinances, regulations, requirements, including without limitation, requirements from the Commonwealth of Virginia, the City of Richmond and the Virginia Department of General Services.

16. Entire Agreement

This Grant Contract constitutes the entire agreement between the City and the Recipient and may not be amended or modified, except in writing, signed by the Parties hereto. This Grant Contract shall be binding upon and inure to the benefit of the Parties hereto or their successors and assigns, provided however, in no event may this Grant Contract 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.

17. Governing Law; Venue

This Grant Contract shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia. All disputes, claims and causes of action arising out of or in connection with this Grant Contract or any performances made hereunder shall be brought and any judicial proceeding shall take place, only in the Circuit Court for the City of Richmond, Virginia. Each party shall be responsible for its own attorney's fees in the event of any litigation or other proceeding arising from this Grant Contract.

18. Counterparts

This Grant Contract may be executed in one or more counterparts, each of which shall be an original and all of which together shall be one and the same instrument.

19. Severability

If any provision of this Grant Contract is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not be in any way

affected or impaired and such provision will be deemed to be restated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable law.

20. Subject to Appropriations

All payments and other performances by the City and the Recipient under this Grant Contract are subject to City Council approval and annual appropriations by the City Council. It is understood and agreed among the Parties that the City and the Recipient shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Grant Contract. Under no circumstances shall the City's total liability under this Grant Contract exceed the total amount of funds appropriated by the City Council for the payments hereunder for the performance of this Grant Contract.

21. Public Disclosure

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

If a party submitting records to the City or to the Recipient and requests that those records not be disclosed under applicable law and the City or the Recipient 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 Recipient shall indemnify, hold harmless and defend the City, their 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.

22. Indemnity.

The Recipient shall indemnify, defend and hold harmless the City, its agents, contractors, employees, officers, and volunteers from and against any and all losses, liabilities, claims, damages and expenses, including court costs and reasonable attorneys' fees, caused by, resulting from, or arising out of any claim, action, or other proceeding related or connected to (i) any acts or omissions, of the City, its officers, agents, subcontractors, and employees, or (ii) any default or breach by the City of its obligations listed herein or any rule, regulations, or guidelines. Notwithstanding anything contained herein to the contrary, the City shall have no obligation to

indemnify, defend or hold harmless the Recipient from and against all claims resulting from or arising out of the Grant Contract.

23. No Waiver

Neither failure on the part of the City or the Recipient to enforce any covenant or provision in this Grant Contract nor any waiver of any right under this Grant Contract shall discharge or invalidate such covenant or provision or affect the right of the City to enforce the same right in the event of any subsequent default.

24. Effective Date

The effective date of this Grant Contract shall be the date upon which it has been fully executed by the Parties following approval by the City Council for the City of Richmond.

25. No Partnership or Joint Venture

It is mutually understood and agreed that nothing contained in this Grant Contract is intended or shall be construed in any manner or under any circumstance whatsoever as creating and establishing the relationship of copartners or creating or establishing a joint venture between or among any of the Parties as designating any party to the Grant Contract as the agent or representative of any other party of the Grant Contract for any purpose.

26. No Third-Party Beneficiaries

The Parties agree that (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Grant Contract, and (ii) the provisions of this Grant Contract are not intended to be for the benefit of any individual or entity other than the City or the Recipient; and (iii) no other individual or entity shall obtain any right to make any claim against the City or the Recipient under the provisions of this Grant Contract; and (iv) no provision of this Grant Contract shall be construed or interpreted to confer third party beneficiary status on any individual or entity.

27. Signature Authority

Except as specifically otherwise set forth in this Grant Contract, the Chief Administrative Officer for the City of Richmond or his designee thereof may provide any authorization, approvals and notices contemplated herein on behalf of the City.

28. Term.

The effective date of this Grant Contract is the date of execution by both Parties, whichever is later. This contract shall have a termination date of June 30, 2028.

29. Amendments.

Any modifications to this Agreement shall only be made through mutual consent memorialized by a written agreement duly signed by an authorized signatory of each party.

PERSONS SIGNING THIS AGREEMENT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS AGREEMENT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS HEREIN.

(Signature page to follow)

SHOCKOE LEGACY FOUNDATION

Name: _____ President, Shockoe Legacy Foundation

COMMONWEALTH OF VIRGINIA
CITY OF RICHMOND

The foregoing instrument was acknowledged before me on _____, 2026 by
_____, in his/her capacity as President of the Shockoe Legacy Foundation.

Notary Public [SEAL]
My Commission expires _____
Registration Number _____

CITY OF RICHMOND

Odie Donald, Chief Administrative Officer

COMMONWEALTH OF VIRGINIA
CITY OF RICHMOND

The foregoing instrument was acknowledged before me on _____, 2026 by
_____, in his capacity as Chief Administrative Officer for the City of
Richmond.

Notary Public [SEAL]
My Commission expires _____
Registration Number _____

APPROVED AS TO FORM



Danielle F. Smith
Assistant City Attorney



CITY OF RICHMOND

Department of Planning & Development Review *Staff Report*

Ord. No. 2024-144: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the amount of \$13,400,966.00 from the Virginia Department of General Services and to appropriate the increase to the Fiscal Year 2023-2024 Capital Budget by increasing estimated revenues and the amount appropriated to the Department of Public Works' Enslaved African Heritage Campus Project in the Capital Investment Opportunities category by \$13,400,966.00 for the purpose of funding the planning and development of a Slavery and Freedom Heritage Site in Richmond.

To: City Planning Commission
From: Land Use Administration
Date: June 4, 2024

PETITIONER

City of Richmond, Department of Public Works

LOCATION

Shockoe Bottom

SUMMARY & RECOMMENDATION

This ordinance is to authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the amount of \$13,400,966 from the Virginia Department of General Services (DGS).

Reflective of a significant ongoing partnership between the Commonwealth of Virginia and the City of Richmond, these funds from DGS general fund are intended to be provided to the City of Richmond for expenses incurred for the planning and development of a Slavery and Freedom Heritage Site in Richmond, including Lumpkin's Pavilion and Slave Trail improvements and a future Slavery Museum.

Staff has no concerns with this ordinance.

FINDINGS OF FACT

Site Description

The Slavery and Freedom Heritage Site is set to be located at address 1554 E Broad St, where the Shockoe Bottom African Burial Ground was established at the intersection of 16th street and Broad St. The site is approximately 3.4 acres and is zoned M-1, Light Industrial.

Master Plan

The City's Richmond 300 Master Plan designates this site as Destination Mixed-Use which aims to create areas that include a mix of commercial and residential buildings with features that encourage walking and buildings that enhance the public realm and create a sense of place.

Community Engagement

For several years, the Shockoe Alliance held numerous community forums regarding the Slavery and Freedom Heritage Site. The Mayor held a community forum unveiling the plan for the Site on February 27, 2024.

Staff Contact:

Joseph Damico, Department of Public Works, 646-6312

Lynne Lancaster, Department of Public Works, 646-6006

INTRODUCED: May 13, 2024

AN ORDINANCE No. 2024-144

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the amount of \$13,400,966.00 from the Virginia Department of General Services and to appropriate the increase to the Fiscal Year 2023-2024 Capital Budget by increasing estimated revenues and the amount appropriated to the Department of Public Works' Enslaved African Heritage Campus project in the Capital Investment Opportunities category by \$13,400,966.00 for the purpose of funding the planning and development of a Slavery and Freedom Heritage Site in Richmond.

Patrons – Mayor Stoney and Vice President Lambert

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JUNE 10 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, is authorized to accept grant funds in the amount of \$13,400,966.00 from the Virginia Department of General Services for the purpose of funding the planning and development of a Slavery and Freedom Heritage Site in Richmond.

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: JUN 10 2024 REJECTED: _____ STRICKEN: _____

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

CITY ATTORNEY'S OFFICE

TESTED:
Charles D. Reid

City Clerk



City of Richmond

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

Master

File Number: Admin-2024-0373

File ID: Admin-2024-0373

Type: Request for Ordinance or Resolution

Status: Regular Agenda

Version: 1

Reference:

In Control: City Clerk Waiting Room

Department:

Cost:

File Created: 04/25/2024

Subject:

Final Action:

Title:

Internal Notes:

Code Sections:

Agenda Date: 05/28/2024

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: Budget CIP \$13400966 - Shockoe Proj - AATF, 2024-S-00181 - MOA_FreedomHeritageSite_3_6_24 (AATF), Revised Shockoe Project_OR request_nrg edit

Enactment Number:

Contact:

Introduction Date: 05/13/2024

Drafter: Lynne.Lancaster@rva.gov

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/25/2024	Bobby Vincent	Approve	4/26/2024
1	2	4/25/2024	Robert Steidel	Approve	4/26/2024
1	3	4/25/2024	Meghan Brown	Approve	4/26/2024
1	4	4/27/2024	Sheila White	Escalated	4/26/2024
1	5	4/29/2024	Michael Nguyen	Approve	4/30/2024
1	6	4/29/2024	Sabrina Joy-Hogg	Approve	5/1/2024
1	7	5/3/2024	Jeff Gray	Approve	4/30/2024
1	8	5/15/2024	Lincoln Saunders	Approve	5/6/2024
1	9	5/16/2024	Mayor Stoney	Approve	5/17/2024

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File Admin-2024-0373

O&R REQUEST

DATE: May 16, 2024 **EDITION:** 2

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 of Finance and Administration

THROUGH: Sheila White, Director of Finance

THROUGH: Meghan Brown, Acting Director of Budget & Strategic Planning

THROUGH: Robert Steidel, Deputy Chief Administrative Officer

FROM: Bobby Vincent, Director of Public Works

SUBJECT: Appropriation for the Slavery and Freedom Heritage Site

ORD. OR RES. No.

PURPOSE: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the amount of \$13,400,966 from the Virginia Department of General Services (DGS) and to appropriate the increase to the Fiscal Year 2023-2024 Capital Budget by increasing estimated revenues and the amount appropriated to the Department of Public Works' Enslaved African Heritage Campus project by \$13,400,966 for the purpose of funding planning and development of a Slavery and Freedom Heritage Site in Richmond.

BACKGROUND: Reflective of a significant ongoing partnership between the Commonwealth of Virginia and the City of Richmond, these funds from DGS general fund are intended to be provided to the City of Richmond for expenses incurred for the planning and development of a Slavery and Freedom Heritage Site in Richmond, including Lumpkin's Pavilion and Slave Trail improvements and a future Slavery Museum.

COMMUNITY ENGAGEMENT: For several years, the Shockoe Alliance held numerous community forums regarding the Slavery and Freedom Heritage Site. The Mayor held a community forum unveiling the plan for the Site on February 27, 2024.

Strategic Initiatives and Other Governmental: Shockoe Small Area Plan (see Ord. No. 2024-034).

FISCAL IMPACT: Appropriation of \$13,400,966 to the Enslaved African Heritage Campus project in the City's FY 2023-2024 Capital Budget. There would be no cost to the City for acceptance of the funds.

DESIRED EFFECTIVE DATE: Upon adoption.

REQUESTED INTRODUCTION DATE: May 28, 2024

CITY COUNCIL PUBLIC HEARING: June 24, 2024

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development (June 20, 2024)

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Department of Public Works; Department of Economic Development; Department of Budget and Strategic Planning; Department of Finance.

RELATIONSHIP TO EXISTING ORD. OR RES: Ord. No. 2023-073

ATTACHMENTS: Memorandum of Agreement between DGS and City of Richmond

STAFF: Joseph Damico, DPW (646-6312)
Lynne Lancaster, DPW (646-6006)

MEMORANDUM OF AGREEMENT (MOA)

THE VIRGINIA DEPARTMENT OF GENERAL SERVICES (DGS) AND THE CITY OF RICHMOND (COR)

March 6, 2024

I. PARTIES:

The parties to this Agreement are the Virginia Department of General Services, hereafter referred to as "DGS," and City of Richmond, hereafter referred to as "COR;" both parties are public bodies of the Commonwealth of Virginia.

II. AUTHORIZING LANGUAGE:

The 2023 Special Session I Acts of Assembly, Chapter 1 Item 485.H (hereinafter referred to as "authorizing language") authorizes:

H.1. Out of this appropriation, \$1,000,000 the first year from the general fund is provided for the City of Richmond for the Slavery and Freedom Heritage Site in Richmond, Virginia. These funds and any balances remaining from the general fund originally intended to be provided to the City of Richmond for expenses incurred for the planning and development of the Slavery and Freedom Heritage Site in Richmond, including Lumpkin's Pavilion and Slave Trail improvements may be appropriated by the Director, Department of Planning and Budget, consistent with the provisions of this paragraph. Any unexpended general fund balances remaining from the appropriation in this paragraph shall not revert to the general fund at the end of the fiscal year, but shall be brought forward and reappropriated for its original purpose.

2. The City of Richmond shall provide documentation to the Department of General Services on the progress of this project and actual expenditures incurred for it in a form acceptable to the Secretaries of Finance and Administration.

3. The Department of General Services shall act as the fiscal agent for these funds. The director shall oversee the expenditure of state appropriations to ensure that payments to the City of Richmond are made consistent with the purposes set out in paragraphs and The Director, Department of Planning and Budget, is authorized to transfer these funds to the Department of General Services to implement this appropriation.

4. This appropriation shall be exempt from the disbursement procedures specified in § 4-5.05 of the act.

5. Any remaining funds contained in paragraph H.1. above for the purposes enumerated shall be made available to the City of Richmond upon the receipt of planning and development information by the Department of General Services. The Director of the Department of

Planning and Budget shall provide the additional funds at the request of the Department of General Services as the fiscal agent for this project.

III. PURPOSE:

This MOA outlines the terms of the Agreement between DGS and COR to ensure these parties meet the legislative intent. It outlines how the authorized funds appropriated to DGS will be dispersed by DGS to COR and the required reporting pursuant to the authorizing language.

IV. FUND HISTORY AND AVAILABILITY

Item/Description	Amount
2015 Session, Chapter 665, FY2016 appropriation	\$2,000,000
2017 Session, Chapter 836, reversion	(1,500,000)
2018 Special Session I, Chapter 2, FY2019 non-reverting appropriation	1,209,209
2018 Special Session I, Chapter 2, FY2019 non-reverting appropriation	790,791
Voucher 1914266 paid to COR 6/18/19	(99,034)
2021 Special Session I, Chapter 552 FY2021 non-reverting appropriation	1,000,000
2021 Special Session I, Chapter 552, FY2022 non-reverting appropriation	9,000,000
2022 Special Session I, Chapter 2, FY2023 non-reverting appropriation	1,000,000
Total Available Appropriation	\$13,400,966

* Currently no additional funds are proposed in the Governor's introduced budget for the 2024 Session.

V. TERMS OF AGREEMENT:

- a) ITEM 485.H.5
 - i) COR will submit to DGS the necessary planning and development information along with the amount of funds requested.
 - ii) COR will be responsible to ensure every purchase and payment for the good and/or services purchased with the authorized funds meet the intent of the authorizing language.
 - iii) COR will provide the necessary procurement, receipt and payment activity as indicated on the attached spreadsheet for funds provided for the Slavery and Freedom Heritage Site in Richmond, including Lumpkin's Pavilion and Slave Trail.
 - iv) Upon DGS's review and approval of the planning and development information for COR, DGS will release the requested amount of funds. COR may request all authorized funding in one lump sum.

- v) DGS will review and either approve, or provide comment to correct, the planning and development information within 10 calendar days from the COR submittal.
- vi) Should DGS provide comment to correct the planning and development information the COR shall make necessary edits to the information to satisfy DGS and to obtain its approval to release the requested funds.
- vii) Funds will be transferred to COR within 60 days of DGS's approval of the planning and development information.

b) ITEM 485.H.2 &3 Process to report:

- i) COR will be responsible to issue purchase orders, obtain receipts for goods and/or services purchased, and make payment to vendors delivering such goods and/or services to be purchased with authorized and transferred funds.
 - ii) COR will complete the attached spreadsheet and submit it to DGS monthly until all authorized and transferred funds have been expended. The spreadsheet shall identify purchase orders issued to vendors with a copy of each issued purchase order attached to the spreadsheet. The COR shall approve, by signature, the spreadsheet submitted to DGS.
 - iii) DGS will notify COR of any issues requiring resolution related to a submitted spreadsheet within 5 working days of receipt. The COR will acknowledge any DGS issues identified within 5 working days and will provide DGS its resolution within 30 days of DGS notification.
 - iv) For each item listed on a submitted spreadsheet COR shall provide to DGS, when documentation is available, a copy of: 1) an approved receipt documenting goods and/or services were received to COR's satisfaction; and, 2) a copy of an approved invoice processed for payment by COR. The COR project manager executing the referenced projects in the authorizing language, or an individual at the COR Deputy Director level shall be required to approve the submitted documents.
- c) This Agreement will remain in effect from its execution through the expenditure of all funds authorized by the authorizing language. DGS may grant an extension to this Agreement if it deems it to be in the best interest of the Commonwealth.
- d) Any modifications to this Agreement shall only be made through an amendment initiated by DGS and executed in writing between the two parties.

V. Contact information:

- a. COR shall submit planning and development information along with the amount of funds requested. Required by this MOA to:
Department of General Services

Attn: Mike Bisogno
Washington Building
1100 Bank Street, 5th Floor
Richmond, VA 23219
Or, email: Michael.Bisognon@dgs.virginia.gov

- b. COR shall submit spreadsheet information, receipt documentation, invoices processed for payment and any other documentation required by this MOA by email to:

Sara Page
Department of General Services
sara.page@dgs.virginia.gov

- c. COR contact information for this MOU is:

J.E. Lincoln Saunders
Chief Administrative Officer
City of Richmond Virginia
900 E Broad Street
Richmond, Virginia 23219
Or, email: Lincoln.Saunders@rva.gov

PERSONS SIGNING THIS AGREEMENT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS AGREEMENT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS HEREIN.


Signature

Michael Bisogno
Printed Name

Department of General Services

3/6/24
Date


Signature

J.E. Lincoln Saunders
Printed Name

City of Richmond

4/15/24
Date

Approved as to form


Deputy City Attorney

Two-year budget Shockoe Legacy Foundation: July 1, 2026 – June 30, 2028

<u>Item/service</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>Total</u>
Accounting/financial	\$25,000	\$25,750	\$50,750
Legal services	\$25,000	\$25,750	\$50,750
Brand/marketing	\$80,000	\$80,000	\$160,000
Development/fundraising	\$150,000	\$200,000	\$350,000
Executive Director	\$270,000	\$270,000	\$540,000
Administrative Ass't	\$75,000	\$75,000	\$150,000
Expenses	<u>\$45,000</u>	<u>\$45,000</u>	<u>\$90,000</u>
TOTAL	\$670,000	\$721,500	\$1,391,500