INTRODUCED: June 6, 2022

AN ORDINANCE No. 2022-169

To authorize the City's participation in a firearm buyback program with The Robby Poblete Foundation pursuant to Va. Code § 15.2-915.5, and in connection therewith to authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Grant Contract between the City of Richmond and The Robby Poblete Foundation for the purpose of authorizing a firearm buyback event in accordance with Va. Code § 15.2-915.5 to reduce gun violence by decreasing the number of available firearms in the city of Richmond.

Patrons – Mayor Stoney, Ms. Lambert, President Newbille, Ms. Trammell, Ms. Jordan and Mr. Addison

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Approved as to form and legality by the City Attorney

PUBLIC HEARING: JUN 13 2022 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That consistent with section 15.2-915.5 of the Code of Virginia (1950), as amended, the City is hereby authorized to participate in a firearm buyback program with The Robby Poblete Foundation pursuant to a Grant Contract the execution of which section 2 of this ordinance authorizes.

§ 2. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Grant Contract between the City of Richmond and The

AYES:	9	NOES:	0	ABSTAIN:	
ADOPTED:	Jun 13 2022	REJECTED:		STRICKEN:	

Robby Poblete Foundation for the purpose of authorizing a firearm buyback event in accordance with section 15.2-915.5 of the Code of Virginia (1950), as amended, to reduce gun violence by decreasing the number of available firearms 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.

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

A TRUE COPY:
TESTE:

City Clerk

RECEIVED
By City Attorney's Office at 10:57 am, Jun 03, 2022

CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O&R

REQUEST

DATE: June 2, 2022 **EDITION:** 1

TO: The Honorable Members of City Council

FROM: The Honorable Levar M. Stoney, Mayor

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

THROUGH: Gerald Smith, Chief of Police

THROUGH: Sheila White, Director of Department of Finance

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

RE: Authorization of Gun Buy Back Program & Grant Contract with the Robby Poblete Foundation

ORD. OR RES. No. _____

PURPOSE: To create an ordinance authorizing the City of Richmond to administer a voluntary "Gun Buy Back Program"[1] and to authorize the Chief Administrative Officer to sign a grant contract with the Robby Poblete Foundation, in order to assist the City in implementing its first Gun Buy Back Event.

REASON: Firearms take the lives of over 45,000 Americans a year. Tragically, gun violence is now the leading cause of death for children in the United States. Richmond, like many other cities in the United States, is experiencing an uptick in gun violence. This legislation, and the related grant contract, seek to prevent gun violence by reducing the number of guns on Richmond's streets, providing responsible community members a safe means of getting rid of unwanted guns, and creating collaboration amongst Richmonders working to create a safer city.

RECOMMENDATION: Approval is recommended by the City Administration.

BACKGROUND: In May 2021, Mayor Stoney and the Richmond City Council declared gun violence to be a public health crisis, by passing Res. No. 2021-R029. The City's leadership recognizes that reducing gun violence requires a multi-faceted approach. Richmond's "Gun Violence Prevention and Intervention Framework"[2] calls for a combination of prevention; crisis

[1] *See* Va. Code § 15.2-915.5.
[2] Mayor Levar Stoney, *Gun Violence Prevention and Intervention Framework*, 2022, https://rva.gov/RVAGVPI.

intervention and wrap around support; intensive case management; credible messengers; training & quality assurance; and homicide & shooting review commissions. Gun violence is not an unsolvable problem, but rather a public health crisis that is treatable and preventable through intentional, coordinated, and sustained effort.

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.

Funding for Richmond's first Gun Buy Back Event 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 and responsible gun ownership education.

The Administration recommends collaborating with the Robby Poblete Foundation to implement its first Gun Buy Back Event. The Robby Poblete Foundation is a 501(c)3 non-profit corporation dedicated to getting unwanted guns out of circulation through annual gun buyback programs, preventing them from falling into the wrong hands, and transforming them into instruments of hope and opportunity through our arts and vocational programs. The Foundation, founded and led by the mother of a young man killed by gun violence, has helped localities successfully collect over 1,300 firearms. The included grant contract would enable the City to benefit from the Foundation's expertise in implementing these events and help in executing the City's first gun buy back event.

FISCAL IMPACT / COST: $83,050 of the City's ARPA Funding in the Fiscal Year 2022.

FISCAL IMPLICATIONS:

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: N/A

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: June 6, 2022

CITY COUNCIL PUBLIC HEARING DATE: June 13, 2022

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: N/A (expedited consideration requested)

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None.

AFFECTED AGENCIES: Richmond Police Department;

RELATIONSHIP TO EXISTING ORD. OR RES.: N/A

REQUIRED CHANGES TO WORK PROGRAM(S): N/A

ATTACHMENTS: (1) Draft Grant Contract

STAFF: Megan Field, Senior Policy Advisor, Office of the Chief Administrative Officer

GRANT CONTRACT

THIS GRANT CONTRACT is made this ____ day of _____, 2022, between the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City"), and The Robby Poblete Foundation, a [state] non-stock corporation, authorized to transact business in the Commonwealth of Virginia (the "Recipient"), collectively known as the "Parties" for the purpose of establishing and achieving various goals and objectives relating to the partnership.

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 $83,050 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
Megan.field@rva.gov
804-646-5454

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

Pati Navalta
Executive Director, Robby Poblete Foundation
420 Virginia St, #1C
Vallejo, CA 94590
pati@robbypobletefoundation.org
707-315-8431

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

2. **Payment of Grant Funds.**

   a. Payments of the Grant Funds to the Recipient shall be made in one lump sum as soon as practicable following full execution of this Contract.
   b. The Recipient shall return to the City all of the Grant Funds received by the Recipient if the requirements set forth in Section 3 below are not fulfilled.
   c. The Recipient may spend up to 10% of total Grant Funds 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:

   A. Utilize $67,500 to purchase gift cards for distribution to persons properly surrendering eligible firearms at the Event.

   B. 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.

   C. Ensure that only RPD personnel touch or take possession of any firearm.

   D. Ensure completion and verification of the information form attached as "Exhibit A" ("Information Form") and provide such form to the RPD personnel processing the firearm.

   E. 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.

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 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.

   E. If the received firearm is not part of an active criminal investigation, destroy or hold for resale, based on the designated disposition by the person surrendering the

firearm, the received firearm. Destruction may consist of dismantling and making the firearm completely inoperable for use in Recipient's Art of Peace program.

F. Maintain possession of all completed and signed Information Forms.

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. Receipts for purchased gift cards
    b. Documentation after the Gun Buy Back Event showing the details of distributions of gift cards, and 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.
    c. Maintain detailed records regarding all expenditures of the Grant Funds.
    d. Provide a report no later than 30 days following the Event providing a narrative description of the Event and each activity undertaken with the Grant Funds.
    e. Anecdotal evidence, stories, or testimony pertaining to the Event.
    f. Key performance indicators identified by the Recipient and any mandated performance indicators identified by United States Treasury Department.
    g. Any additional forms or reports and provide any 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 June 30, 2023.

Effective as of the date first written above.

RECIPIENT:
By: _____

CITY:
By: _____
J.E. Lincoln Saunders
Chief Administrative Officer

APPROVED AS TO FORM:

_____

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; Virginia Code §18.2-299; 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 I have requested in writing that the firearm be offered for sale by public auction or sealed bids to a person licensed as a dealer pursuant to 18 U.S.C. § 921 et seq. 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: _____