

INTRODUCED: September 11, 2023

AN ORDINANCE No. 2023-259

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Facility License Agreement between the School Board of the City of Richmond, as licensor, and the City of Richmond, as licensee, for the purpose of permitting the use of certain school facilities from Oct. 30, 2023, through Nov. 10, 2023, for the November 7, 2023, general election.

Patron – Mayor Stoney and Ms. Robertson

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: OCT 10 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 Facility License Agreement between the School Board of the City of Richmond, as licensor, and the City of Richmond, as licensee, for the purpose of permitting the use of certain school facilities from October 30, 2023, through November 10, 2023, for the November 7, 2023, general election. The Facility License 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.

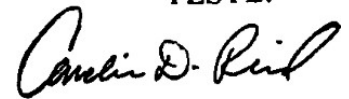
AYES: 9 NOES: 0 ABSTAIN:

ADOPTED: OCT 10 2023 REJECTED: STRICKEN:

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

A TRUE COPY:

TESTE:

A handwritten signature in black ink, appearing to read "Amber D. Reed". The signature is written in a cursive, flowing style.

City Clerk



City of Richmond

Intracity Correspondence

O&R REQUEST

DATE: August 23, 2023 **EDITION:** 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

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

FROM: Keith Balmer, General Registrar *Keith Balmer*

RE: Richmond Public Schools Facility License Agreement for November 7, 2023, General Election

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Facility License Agreement between the School Board of the City of Richmond, Virginia, as licensor, and the City, as licensee, for the purpose of granting licensee permission to use certain school facilities for the November 7, 2023, general election from October 30, 2023, through November 10, 2023.

REASON: An ordinance is necessary to authorize the Chief Administrative Officer to sign a license agreement for a period of more than five (5) days.

RECOMMENDATION: The City Administration recommends approval.

BACKGROUND: The City will operate 24 polling precincts located at school facilities during the general election on November 7, 2023. The General Registrar must coordinate the delivery, pickup, setup, and breakdown of election materials for all 24 polling precincts. The planning, coordination, and execution of such a large task requires more than five (5) days to complete. City Code section 2-91 authorizes the Chief Administrative Officer, without City Council approval, to enter into license agreements to use real property not owned by the City for a period of not more than five (5) days. However, the Facility License Agreement authorizes the City to use certain school facilities for a period of twelve (12) days to accommodate operations by the General Registrar for the general election, which requires Council approval.

FISCAL IMPACT / COST: None

FISCAL IMPLICATIONS: None

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: No revenue to the City

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: September 11, 2023

CITY COUNCIL PUBLIC HEARING DATE: October 10, 2023

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Governmental Operations

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: General Registrar

RELATIONSHIP TO EXISTING ORD. OR RES.: None

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: Facility License Agreement, Draft legislation

STAFF: Keith Balmer, General Registrar

FACILITY LICENSE AGREEMENT

THIS FACILITY LICENSE AGREEMENT (the “AGREEMENT”), effective as of October 30, 2023 (the “Effective Date”), is made by and between the SCHOOL BOARD OF THE CITY OF RICHMOND, VIRGINIA, hereinafter referred to as “LICENSOR,” and the CITY OF RICHMOND, VIRGINIA a municipal corporation and political subdivision of the COMMONWEALTH OF VIRGINIA, hereinafter referred to as “LICENSEE,” referred to collectively herein as the “Parties.”

WITNESSETH

- A. LICENSOR manages and controls the real property, including the school facilities (the “Buildings”), parking lots, and all other improvements thereon, listed on Exhibit A attached hereto and incorporated herein (collectively, the “Premises”) and has the authority to grant this LICENSE; and
- B. LICENSEE desires to use the Premises for the purpose described herein; and
- C. LICENSOR is willing to permit LICENSEE to use the Premises in the manner described herein.

For and in consideration of the mutual promises and agreements contained herein, and subject to the terms and conditions hereinafter stated, the Parties agree as follows:

ARTICLE 1: GRANT OF LICENSE

1.1 LICENSOR grants to LICENSEE, AND LICENSEE accepts from LICENSOR, the use of the Premises, subject to the terms of this AGREEMENT (the “LICENSE”).

1.2 LICENSE TERM. The LICENSE shall be effective on October 30, 2023, through November 10, 2023 (the “License Term”).

1.3 USE.

- (a) LICENSEE and its employees and agents shall have the right to enter the Premises on October 30, 2023, for the purpose of the delivery of voting cages and precinct materials (the “Election Materials”). LICENSEE will coordinate the deliveries with the custodial manager for each school and who will guide LICENSEE where to place the cages.
- (b) LICENSEE and its employees and agents shall have the right to enter the Premises on November 10, 2023, to pick up the voting cages and precinct materials. LICENSEE will coordinate the pickup of the cages with the custodial manager for each school. The pickup of voter privacy cages must be during the hours the school

building is open and instruction will not be disturbed.

- (c) LICENSOR agrees to find space at each school to safely store and secure the voter privacy “cages” and all of the election materials between October 30, 2023, and November 10, 2023.
- (d) LICENSOR acknowledges and agrees the Election Materials will remain the personal property of LICENSEE and shall permit LICENSEE to remove or inspect the same at any reasonable time, provided that such inspection does not disturb instruction.
- (e) LICENSEE and its employees, agents, and invitees shall have the right to use the Premises as public polling place locations and as shelter in case of medical or other emergency from 5:00 a.m. through 10:00 p.m. EST on November 7, 2023, which shall include without limitation use of the Buildings for the casting of votes and use of parking lots for the parking of vehicles, and for which use LICENSOR shall allow LICENSEE to use LICENSOR’S computer network as LICENSEE may reasonably require. LICENSOR agrees that for those portions of the Buildings used for the casting of votes on November 7, 2023, such use shall be exclusive.
- (f) The uses described in this Section 1.3 are hereinafter referred to as the “Permitted Use.”

1.4 AGREEMENT EFFECTIVE DATE, TERM, EXPIRATION, AND TERMINATION.

- (a) This AGREEMENT shall be effective as of the Effective Date.
- (b) This AGREEMENT shall be effective from the Effective Date until its expiration at 5:00 p.m. on November 10, 2023 (the “Agreement Term”).
- (c) LICENSOR or LICENSEE may terminate this AGREEMENT at any time without penalty.
- (d) Upon termination of this AGREEMENT, LICENSEE shall vacate the Premises, LICENSOR shall permit LICENSEE to remove the Election Materials therefrom, LICENSEE shall perform its obligations pursuant to subsection (c) of Article 3 of this AGREEMENT and neither party shall have any further rights or obligations hereunder.

ARTICLE 2: LICENSING FEE

LICENSING FEE. There shall be no licensing fee charged to LICENSEE for the use of the Premises.

ARTICLE 3: INSURANCE AND RESPONSIBILITY FOR ACTS

- (a) LICENSOR shall have no responsibility for the acts of LICENSEE'S employees, agents, and invitees while using the Premises.
- (b) LICENSOR shall have no responsibility for preparation of the Premises to serve as a polling place or for operation of the Premises as a polling place.
- (c) LICENSEE shall restore those portions of the Premises used for the Permitted Use to their condition immediately preceding the Agreement Term and agrees to repair any damage to the Premises caused by LICENSEE or any of its employees, agents, or invitees during the License Term.
- (d) LICENSEE assumes no liability for injuries arising from defects in the facilities or grounds of the Premises.
- (e) During the License Term, LICENSEE shall carry and maintain a policy or policies of commercial general liability insurance or self-insurance covering LICENSEE'S use of the Premises for bodily injury and property damage, which coverage shall not be less than One Million, Five Hundred Thousand Dollars (\$1,500,000.00) per occurrence. LICENSEE shall provide LICENSOR a certificate evidencing such insurance prior to October 30, 2023.
- (f) LICENSOR agrees to carry and maintain, during the Agreement Term for all portions of the Premises used for the Permitted Use, insurance coverage substantially the same as that described in paragraph (e) above.
- (g) Nothing contained in this AGREEMENT shall be construed as a waiver of either the LICENSOR'S or the LICENSEE'S sovereign immunity or as an agreement by either the LICENSOR or the LICENSEE to indemnify the other party.

ARTICLE 4: MISCELLANEOUS

4.1 CONTACT INFORMATION. In the event either party needs to contact the other party, the following individuals shall serve as point of contact:

LICENSOR:

Richmond Public Schools
Attn: Dana Fox, Chief Operations Officer
301 North 9th Street, 17th Floor
Richmond, VA 23219
dfox4@rvaschools.net

LICENSEE:

City of Richmond
Attn: Keith Balmer, General Registrar
2134 West Laburnum Avenue
Richmond, VA 23227

4.2 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

4.3 ENTIRE AGREEMENT AND GOVERNING LAW. The Parties agree that this LICENSE contains the entire agreement between the Parties and may only be modified by written agreement executed by both Parties. The conditions and covenants herein contained shall inure to the benefit of and are binding upon the Parties hereto, their personal representatives, successors and assigns and shall be governed by and construed under the laws 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.

IN WITNESS WHEREOF, the Parties have duly executed this instrument the day and year written below:

LICENSOR: RICHMOND PUBLIC SCHOOLS

By: _____

Name: Jason Kamras

Title: Superintendent

Date: _____

LICENSEE: CITY OF RICHMOND, VIRGINIA
a municipal corporation and political
subdivision of the COMMONWEALTH OF VIRGINIA

By: _____

Name: J. E. Lincoln Saunders

Title: Chief Administrative Officer

Date: _____

HANEY PHINYOWATTANACHIP
PLLC
APPROVED AS TO FORM

Haney Phinyowattanachip PLLC
Counsel, School Board of the City of Richmond, Virginia

CITY OF RICHMOND, VIRGINIA
APPROVED AS TO FORM

T. Cotman 8/31/23

Tori J. Cotman, Assistant City Attorney

EXHIBIT A

<u>Facility</u>	<u>Tax Parcel No.</u>
Mary Munford Elementary School	W019-0293/004
Thomas Jefferson High School	W000-1881/001
Albert H. Hill Middle School	W000-1617/001
George W. Carver Elementary School	N000-0469/003
John Marshall High School	N018-0200/010
Barack Obama Elementary School	N000-1037/030
Richmond Community High School	N000-0898/001
Albert V. Norrell School	N000-0366/001
Linwood Holton Elementary School	N000-1955/017
J. B. Fisher Elementary School	C001-0746/030
Huguenot High School	C003-0225/013
Lucille M. Brown Middle School	C005-0500/002
Southampton Elementary School	C004-0612/006
John B. Cary Elementary School	W000-1343/001
Maymont Preschool	W000-0712/050
William Fox at Clark Springs Elementary School	W000-0428/002
George Wythe High School	S005-3293/002
Swansboro Elementary School	S000-1720/001
Thomas C. Boushall Middle School	C008-0596/010
Cardinal Elementary School	C006-0472/030

EXHIBIT A

Facility

Tax Parcel No.

J. L. Francis Elementary

C008-0580/066

Miles J. Jones Elementary School

C005-0992/020

Elizabeth D. Redd Elementary School

C005-0792/004

Henry L. Marsh, III Elementary School

E000-0525/001