

INTRODUCED: June 14, 2021

AN ORDINANCE No. 2021-162

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Parking License Agreement between Parkway Parking of Virginia, Inc, as lessor and the City of Richmond as lessee for the purpose of providing 42 parking spaces for the Department of Social Services at 608 North 4<sup>th</sup> Street and 628 North 4<sup>th</sup> Street.

\_\_\_\_\_  
Patron – Mayor Stoney

\_\_\_\_\_  
Approved as to form and legality  
by the City Attorney  
\_\_\_\_\_

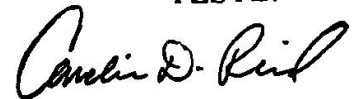
PUBLIC HEARING: JUN 28 2021 AT 6 P.M.

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 Parking License Agreement between Parkway Parking of Virginia, Inc. as lessor and the City of Richmond as lessee for the purpose of providing 42 parking spaces for the Department of Social Services at 608 North 4<sup>th</sup> Street and 628 North 4<sup>th</sup> Street. The Parking 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.

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

**A TRUE COPY:  
TESTE:**



**City Clerk**

AYES:                    9                    NOES:                    0                    ABSTAIN:                    \_\_\_\_\_

ADOPTED:            JUN 28 2021            REJECTED:            \_\_\_\_\_            STRICKEN:            \_\_\_\_\_




# CITY OF RICHMOND


## INTRACITY CORRESPONDENCE

**O&R REQUEST**

**DATE:** May 18, 2021 **EDITION:** 1

**TO:** The Honorable Members of City Council

**THROUGH:** The Honorable Levar M. Stoney, Mayor 

**THROUGH:** Lincoln Saunders, Acting Chief Administrative Officer 

**THROUGH:** Reginald Gordon, Deputy Chief Administrative Office, Human Services Portfolio 

**FROM:** Shunda Giles, Director of Social Services 

**RE:** Lease of Parking Spaces Located at 4<sup>th</sup> and Leigh Streets

**ORD. OR RES. No.** \_\_\_\_\_

**PURPOSE:** RDSS would like to enter into a lease agreement with Parkway Corporation for 42 parking spaces that are located at 4<sup>th</sup> and Leigh Streets, Richmond, Virginia.

**REASON:** Employee parking for RDSS staff

**RECOMMENDATION:** Approval is requested by City Administration.

**BACKGROUND:** RDSS currently has approximately 42 employees parking at the location which is located within a one mile radius of Marshall Plaza which is located at 900 E. Marshall Street, Richmond, VA 23219.

**FISCAL IMPACT / COST:** This ordinance will have no fiscal impact on the city.

**FISCAL IMPLICATIONS:** N/A

**BUDGET AMENDMENT NECESSARY:** N/A

**REVENUE TO CITY:** N/A Revenue included in the FY21 budget.

**DESIRED EFFECTIVE DATE:** Upon adoption.

**REQUESTED INTRODUCTION DATE:** June 14, 2021

O&R Request

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**CITY COUNCIL PUBLIC HEARING DATE:** June 28, 2021

**REQUESTED AGENDA:** Consent Agenda

**RECOMMENDED COUNCIL COMMITTEE:** None

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:** None

**AFFECTED AGENCIES:** City of Richmond Department of Social Services

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

**REQUIRED CHANGES TO WORK PROGRAM(S):** None

**ATTACHMENTS:** Parking License Agreement

**STAFF:** Carol Artis, RDSS (108960)

## PARKING LICENSE AGREEMENT

This License Agreement (“*License*”) is made between the *Parkway Parking of Virginia, Inc.*, as “*Licensor*,” and the *City of Richmond, Virginia*, a municipal corporation and political subdivision of the Commonwealth of Virginia as “*Licensee*,” collectively the “*Parties*.”

### Recitals

WHEREAS Licensor manages, and is authorized to license, a parking lot located at 608-628 N. 4th Street Richmond, VA 23233, City Tax Map Parcel Nos. N0000029012 and N0000029002 (the “*Premises*”), and Licensee desires to license parking spaces on the Premises for use by its employees, agents, and invitees, together collectively referred to herein as its “*Invitees*,” and

WHEREAS, Licensor previously provided the use parking spaces at the Premises to Licensee pursuant to a purchase order issued by Licensee, numbered 20000009855, and dated January 28, 2020 (the “*January 28, 2020 Purchase Order*”); and

WHEREAS, by its terms, the January 28, 2020 Purchase Order expired on June 30, 2020; and

WHEREAS, although the January 28, 2020 Purchase Order expired without being extended or renewed, Licensor continued to provide the use of such spaces to Licensee, which Licensee accepted as though the January 28, 2020 Purchase Order was valid and in effect; and

WHEREAS, the parties desire to ratify the parties’ conduct through the date on which the parties execute this Agreement; and

WHEREAS, the intent of the January 28, 2020 Purchase Order was to provide the licensing of spaces on the Premises under the same or substantially similar terms as set forth herein;

NOW, THEREFORE, Licensor and Licensee agree as follows:

### Section I Licensed Space

Licensor hereby licenses to Licensee and Licensee hereby licenses from Licensor the use of Forty-Two (42) parking spaces (the “*Licensed Space*”) at the Premises, during the Term (as defined hereinafter). Licensee reserves the right to reduce the number of parking spaces licensed to Licensee as part of the Licensed Space, at any time upon 30 days written notice to Licensor. If the number of parking spaces licensed to Licensee is reduced, the License Fee defined herein shall be reduced on a pro-rated basis. No bailment shall be created by this License.

### Section III Term; Termination For Convenience

The term of this License shall commence **upon execution of this Agreement**, and shall expire, unless earlier terminated or otherwise renewed as provided herein, after one year (the “*Initial*

*Term*”). Unless otherwise terminated or revoked as provided herein, and subject to the agreement of Licensor, Licensee may renew this License, by providing three (3) months written notice, for a maximum of four consecutive one-year terms (each a “*Renewal Term*,” and any such Renewal Terms, together with the Initial Term, collectively referred to herein as the “*Term*”) after the expiration of the Initial Term. Licensor may decline to renew the License by providing a notice to Licensee within two (2) months of the expiration of the Initial Term or any Renewal Term.

Licensee shall have the right to terminate this License at will upon 30-days written notice sent to Licensor.

#### **Section IV License Fee**

The initial license fee is **Ninety 00/100 Dollars (\$90.00)** per parking space per month (the “*License Fee*”), which amount shall be due and payable in advance on the first day of each month during the Term. The initial monthly License Fee shall be a minimum of Three-Thousand Seven-Hundred and Eighty Dollars (\$3,780), based on 42 licensed spaces. The License Fee shall increase 3 percent in the first month of each Renewal Term.

The City agrees to pay, within 30 days of the execution of this Agreement, the License Fee for the 12 months between the expiration of the January 28, 2020 Purchase Order and the execution of this Agreement, totaling \$45,360.00.

#### **Section V Use of Licensed Space**

The Licensed Space shall be used solely for parking by Licensee’s Invitees and for no other purposes without Licensor’s consent in its sole discretion. Licensee’s Invitees must act in a lawful, reasonable, and proper manner at all times and must obey all posted regulations.

#### **Section VI Delivery, Acceptance, and Surrender of Licensed Space**

Licensee agrees to surrender the Licensed Space, and any access cards or transponders, to Licensor at the end of the Term, if the License is not renewed, or upon revocation, in the same condition as when Licensee took possession at its sole cost and expense, allowing for reasonable use and wear, and damage by acts of God, including fire and storms. This Section VI shall survive the termination or revocation of this License. Notwithstanding the forgoing, either party may terminate this License agreement by written notice upon default by the other party. In addition, Licensor may terminate this License agreement at any time to the extent that the services to be provided at any property that Licensor ceases to operate, own, control or manage for any reason whatsoever. Upon any partial termination, the License Fee shall be adjusted appropriately.

## **Section VII Insurance**

Licensor shall procure and maintain, at its own cost and expense, during the entire Term and for any other period it benefits under this License, that commercial general liability insurance coverage with a combined limit of not less than \$1,000,000 per occurrence (and if the insurance contract has an aggregate limitation of liability, the minimum aggregate level shall be \$10,000,000 per policy year), insuring against liability for injury to persons and damage to property occurring on or about the Premises. The insurance policy or policies under which the required insurance is provided shall be issued by an insurer licensed to transact insurance business in the Commonwealth of Virginia and shall be maintained throughout the duration of this Agreement. The insurance policy or policies under which the required insurance is provided shall further include Licensee as an additional insured party. Licensor shall furnish Licensee with copies of the required additional insured endorsements and such certificates of insurance evidencing the existence of the required insurance coverage as Licensee may request.

## **Section VIII Miscellaneous Provisions**

### **A. Agreement in Entirety**

This License represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This License may be amended only by written instrument signed by both parties.

### **B. Default**

If Licensee defaults in the payment of the License Fee or amount payable hereunder, or defaults in the performance of any of the other covenants or conditions of this License Agreement, Licensor shall give written notice of such default to Licensee. Licensee shall have 21 days after receipt of such written notice to cure the reported default. Thereafter, if Licensee has not cured the default or, if such default cannot be reasonably cured within the original 21 day period, commenced a cure of the default and thereafter diligently pursued such cure, Licensee may terminate and revoke this License upon 10 days written notice given by Licensor. This shall in no way limit Licensor's right to terminate and revoke this Lease at will as set out in Section III.

If Licensor defaults in the performance of any of the covenants or conditions of this License Agreement, Licensee shall give written notice of such default to Licensor. Licensor shall have 21 days after receipt of such written notice to cure the reported default. Thereafter, if Licensor has not cured the default or, if such default cannot be reasonably cured within the original 10 day period, commenced a cure of the default and thereafter diligently pursued such cure, Licensee may terminate this License upon 10 days written notice given by Licensee. This shall in no way limit Licensee's right to terminate and revoke this Lease at will as set out in Section III.

The duties and obligations imposed by this License and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Licensor shall constitute a waiver of any right or duty afforded under this License, nor shall any such action or failure to act constitute an approval of or acquiescence to any breach hereunder, except as may be specifically agreed in writing.

C. Governing Law

This License shall be deemed to have been made in, and be construed in accordance with, the laws of the Commonwealth of Virginia. Any action of law, suit in equity, or other judicial proceeding to enforce or construe this License, respecting its alleged breach, shall be instituted only in the Circuit Court of Richmond, Virginia.

D. Authorization

The Chief Administrative Officer of the City of Richmond, Virginia, or her designee, shall be authorized to act on behalf of the Licensee under this Agreement.

E. Subject to Appropriations.

All payments and other performances by the City under this Agreement are subject to annual appropriations by the City Council of the City of Richmond, Virginia

F. Severability

If any clause or provision of this License is declared to be invalid by any court of competent jurisdiction, then and in that event, the remaining provisions hereof shall remain in force. In lieu of each clause or provision of this License that is illegal, invalid, or unenforceable, there shall be added as a part of this License, a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

**Section XV**  
**Notices**

Notices given pursuant to the provisions of this License, or necessary to carry out its provisions, shall be in writing and delivered personally to, mailed by certified or registered mail return receipt requested to, or sent by nationally recognized commercial overnight delivery service to:

Licensor:  
Parkway Parking of Virginia, Inc.  
c/o Parkway Corporation  
Attention: Paul Ierubino, Senior Vice President & COO  
150 North Broad Street  
Philadelphia, PA 19102

Licensee:

City of Richmond  
Attention: Cecelia Garner, Management Analyst Senior  
City of Richmond Department of Social Services  
900 East Marshall Street, Room 329  
Richmond, VA 23219

with a copy to:

City of Richmond  
Attention: City Attorney  
900 East Broad Street City Hall, Suite 400  
Richmond, VA 23219

**Section XVI**  
**Authority**

The parties hereby expressly agree, guarantee, and warranty that the signatory below is lawfully authorized to enter into this agreement on behalf of the respective party.

(Signature Pages to Follow)



**IN WITNESS WHEREOF**, each of Licensee and Licensor has caused this instrument to be executed on its behalf by officials duly authorized therefore.

**CITY OF RICHMOND, as Licensee**

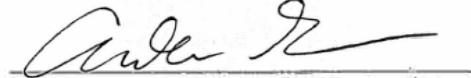
By: \_\_\_\_\_

J.E. Lincoln Saunders

Title: Acting Chief Administrative Officer

Date: \_\_\_\_\_

Approved as to form:



Assistant City Attorney

**PARKWAY PARKING OF VIRGINIA, INC., as  
Licensor**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_