

INTRODUCED: September 28, 2015

AN ORDINANCE No. 2015-218-212

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Lease between the East District Family Resource Center and the City of Richmond for the purpose of leasing the property known as 2405 Jefferson Avenue for use by the East District Family Resource Center as a community-based resource center.

\_\_\_\_\_  
Patron – Mayor Jones

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

PUBLIC HEARING: NOV 9 2015 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 Lease between the East District Family Resource Center and the City of Richmond for the purpose of leasing the property known as 2405 Jefferson Avenue for use by the East District Family Resource Center as a community-based resource center. The Lease 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.

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

ADOPTED:    NOV 9 2015    REJECTED: \_\_\_\_\_    STRICKEN: \_\_\_\_\_

4-4017

# O & R REQUEST

AUG 20 2015

Chief Administration Office  
City of Richmond



## CITY OF RICHMOND INTRACITY CORRESPONDENCE

### O&R REQUEST

**DATE:** August 15, 2015

**EDITION:** 1

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

**THROUGH:** Dwight C. Jones, Mayor

**THROUGH:** Selena Cuffee-Glenn, Chief Administrative Officer

**THROUGH:** Lenora Reid, Deputy Chief Administrative Officer for Finance & Administration

**THROUGH:** Jay A. Brown, Director of Budget and Strategic Planning

**THROUGH:** Peter L. Downey, Interim Deputy Chief Administrative Officer, Economic Development and Planning

**FROM:** Douglas Dunlap, Interim Director of Economic & Community Development

**RE:** To Authorize the Chief Administrative Office to enter into a Lease Agreement with the East District Family Resources Center for a community based resource center to be located at 2405 Jefferson Avenue, Richmond, Virginia.

RECEIVED

SEP 18 2015

OFFICE OF CITY ATTORNEY

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

**PURPOSE:** To Authorize the Chief Administrative Officer to enter into a Lease Agreement with the East District Family Resources Center for a community based resource center to be located at 2405 Jefferson Avenue in approximately 7,111 square feet of space.

**REASON:** On October 1, 2008, the City entered into a lease with East District Family Resources Center for approximately 7,111 square feet at 2405 Jefferson Avenue and that lease expired on September 30, 2013. The City now wishes to lease approximately 7,111 square feet of space to the East District Family Resources Center for a community-based resource center for five (5) years for one dollar (\$1.00) per year, the same basic rent and lease terms as the original 2008 lease.

**RECOMMENDATION:** Approval is recommended by the City Administration

**BACKGROUND:**

On October 1, 2008, the City entered into a lease with East District Family Resources Center for approximately 7,111 square feet at 2405 Jefferson Avenue and that lease expired on September 30, 2013. The City now wishes to lease approximately 7,111 square feet of space at 2405 Jefferson Avenue to the East District Family Resources Center for a community based resource center for five (5) years commencing October 1, 2015 and ending September 30, 2020. The City will receive nominal rent of one dollar (\$1.00) per year of the lease term consistent with the original lease. East District Family Resources Center will be responsible for all maintenance, repairs, operations and utilities for the building and the site.

The East District Family Resource Center provides a wide array of services to residents of the East District that promote wealth-building, health impacts and workforce preparedness. These programs are consistent with the Mayor's Anti-Poverty Commission as an initiative to move families towards self-sufficiency as well as supporting and interfacing with the City's Community Wealth Building and Workforce Development delivery models.

**FISCAL IMPACT / COST:** The City will receive nominal rent of one dollar (\$1.00) per year of the lease term. The Tenant assumes the cost to maintain the property during the lease term.

**FISCAL IMPLICATIONS:** The Department of Economic and Community Development does not anticipate any impact to the City's budget for this transaction.

**BUDGET AMENDMENT NECESSARY:** No

**REVENUE TO CITY:** The City will receive nominal rent of one dollar (\$1.00) per year of the lease term.

**DESIRED EFFECTIVE DATE:** Upon Adoption of this ordinance.

**REQUESTED INTRODUCTION DATE:** September 14, 2015

**CITY COUNCIL PUBLIC HEARING DATE:** September 28, 2015

**REQUESTED AGENDA:** Consent Agenda

**RECOMMENDED COUNCIL COMMITTEE:** Land Use, Housing & Transportation Standing Committee Meeting on September 22, 2015.

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:** None

**AFFECTED AGENCIES:** City Attorney's Office, Department of Social Services, Economic and Community Development.

**RELATIONSHIP TO EXISTING ORD. OR RES.:**

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

**ATTACHMENTS:** Lease Agreement.

**STAFF:**

Peter L. Downey, Interim Deputy Chief Administrative Officer, Economic Development  
and Planning

Douglas C. Dunlap, Economic & Community Development

Denise Lawus, Economic & Community Development

Jamison Manion, Economic & Community Development

Paul A. McClellan, Economic & Community Development

# **LEASE OF PROPERTY BY THE CITY OF RICHMOND**

**THIS LEASE**, made this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between **EAST DISTRICT FAMILY RESOURCES CENTER**, a Virginia nonprofit corporation, (“Lessee”) and **THE CITY OF RICHMOND** a municipal corporation of the Commonwealth of Virginia (“Lessor”), provides as follows:

FOR AND IN CONSIDERATION of the mutual covenants and conditions set forth herein, the Lessor and Lessee agree as follows:

## **AGREEMENT**

THE PARTIES AGREE that Lessee shall lease the property from Lessor according to the terms of this agreement.

**1. LEASED PREMISES:** Upon the terms, provisions and conditions hereof and each in consideration to the duties, covenants, and obligations of the other hereunder, Lessor hereby leases to Lessee and Lessee hereby leases from the Lessor that certain piece of property located in the City of Richmond and more commonly known as 2405 Jefferson Avenue also known as Tax Parcel ID No. E0000335005 in the City of Richmond, Virginia, together with all improvements thereon and appurtenances thereto, including the parking areas, the buildings, and all other fixtures and machinery shown on the site drawing attached hereto and made a part of as Exhibit “A” (hereinafter the “Leased Premises”).

**2. TERM:** This Lease shall commence on the 1st day of October, 2015, and terminate on the last day of September, 2020. The term of this lease shall be at will and either party may terminate this lease by giving ninety (90) days written notice to the other. However, if the Leased Premises becomes untenable by reasons of force majeure, either party may terminate immediately upon written notice to the other.

**3. RENT:** Rent shall be payable from Lessee to Lessor in the amount of **ONE AND NO/100 DOLLARS (\$1.00)** per year, in advance on October 1, 2015 on each succeeding October 1 during the term of this Lease or any extensions, or renewals and shall be remitted to the City of Richmond Department of Finance at the address of notification contained herein.

**4. POSSESSION:** Lessor shall have quiet and exclusive possession of the property, except that Lessor shall have the right to enter thereon at anytime for the inspection thereof or for making whatever repairs to the property or to gain access to any of the adjoining property for whatever reason Lessor deems appropriate.

5. **USE:** Lessee shall use the property solely as a community based resource center to provide a comprehensive and completely integrated neighborhood service delivery system with a focus on the family unit and related uses and shall use the property in accordance with all applicable laws and regulations.

6. **IMPROVEMENTS AND SERVICES:** Lessor shall deliver the property in "as is" condition. Lessee shall be responsible for all exterior maintenance, structural repairs, plumbing, heating, air conditioning, electrical and mechanical system repairs and shall provide heat, air conditioning, electrical and mechanical repairs during the term of this lease. Lessee shall be responsible for the cost and expense of any and all improvements, services, and utilities required to operate and maintain the Property. Lessee shall maintain the Leased premises in good order and state of repair and shall make such repairs thereto as shall from time to time be required by the Lessor's Chief Administrative Officer. Such improvements shall be made in compliance with any and all zoning and building codes in effect within the City of Richmond. Any sign(s) installed on the property shall meet with application zoning and building codes. The City shall not be obligated to provide for any improvements, services or utilities.

7. **DEFAULT BY EITHER PARTY:**

If either party defaults on any obligation herein and fails to cure the default within thirty (30) days of receipt of written demand from the other party, then the non-defaulting party may terminate the Lease immediately and, at its option, may seek redress, either at law or in equity, or any combination of such remedies.

8. **ENVIRONMENTAL CONDITIONS OF THE LAND:** Lessee understands that tests for the presence of lead, asbestos, radon, Freon or other refrigerant, methane and other gases have not been conducted. Lessor shall not be responsible for the correction of any environmental conditions on the Leased Premises. In the event that either Lessee or Lessor discovers the presence of any environmental hazard or other public hazard, this lease shall immediately become null and void and, at the request of the Lessor, Lessee agrees to vacate the property immediately.

9. **LIABILITIES:**

(a) Lessee, at its sole cost and expense, shall carry and maintain a policy or policies of comprehensive general liability insurance insuring the Lessee against liability for injury to persons and damage to property occurring in or about the Leased Premises or arising out of the maintenance, use or occupancy thereof. The coverage shall list the City as an additional insured on the policy when the lease goes into effect, and coverage shall not be less than One Million Dollars (\$1,000,000.00) for any one person injured or killed and not less than One Million Dollars (\$1,000,000.00) for any accident causing injury (including death) to third parties or damage to property of the City or third parties. Such insurance shall be written or endorsed so as to preclude the exercise of the right of subrogation against the Lessor.

(b) Lessee hereby releases and indemnifies and agrees to defend, protect and hold harmless Lessor and Lessor's agents, employees, invitees and contractors from and against any and all losses, damages, claims, suits, actions, judgments and costs (including by not limited to reasonable attorney's fees) arising from or in connection with any injury whatsoever, including death and property damage, suffered by lessee or any of Lessee's directors, officers, employees, agents, invitees, or contractors arising out of or in connection with this Lease Agreement and the use or occupation of the Leased Premises and other improvements, sidewalks, and street appurtenant to or adjacent to the Leased Premises, regardless of how such injury is caused, and whether such injury is caused, occasioned or contributed to, actually or allegedly, by the negligence, sole or concurrent, of Lessor or its agents, employees, invitees or contractors.

**10. TRANSFER OR ASSIGNMENT:** Lessee shall not sell, transfer, sublet or assign this lease agreement, or the property described herein, without the express, written consent of the Lessor's Chief Administrative Officer, which shall not be unreasonably withheld.

**11. NOTICES:** Any notice required to be sent in writing to Lessor shall be sent to:

City of Richmond  
Department of Finance  
10<sup>th</sup> Floor, City Hall  
900 East Broad Street  
Richmond, Virginia 23219

With a copy to:  
City of Richmond  
Department of Economic & Community  
Development  
Suite 400  
1500 East Main Street  
Richmond, VA 23219

Any notice required to be sent in writing to Lessee shall be sent to:

\_\_\_\_\_  
Executive Director  
East District Family Resources Center 2405 Jefferson  
Avenue  
Richmond, Virginia 23223

**12. NON-WAIVER:** No act of forbearance or failure to insist on the prompt performance of any provision of this Lease, either express or implied, shall be construed as a waiver of any of the terms, conditions, or rights created herein.

**13. LESSEE'S COVENANTS:** The property shall not be used by Lessee unlawfully or so as to create waste or a nuisance. Lessee shall not, without prior written consent of Lessor:

(a) make any structural alterations, or other major additions or improvements in, to or about the property;

(b) permit the accumulation of waste or refuse matter, which is not the responsibility of Lessor to clean or remove;

(c) abandon the property or permit the property to become vacant or deserted; or

(d) permit any noxious or offensive activity that interferes with the conduct of business or peaceful occupancy of other possible tenants of the remaining portion of the property.

**14. LESSOR'S COVENANTS:**

(a) Lessor shall provide to Lessee the exclusive use and possession of the property during the lease term, and Lessee shall have full right of access and use with any other possible tenants or parties to all common areas;

(b) Lessee shall have the quiet use and enjoyment of the property; and

(c) if any action by any possible other tenant in the property interferes with Lessee's quiet use and enjoyment of the property, lessor shall promptly take all actions reasonably possible, including the initiation and prosecution of legal action, if necessary, to cause such interference to cease.

**15. SURRENDER OF PREMISES:** Upon the expiration or termination of this lease, the Lessee shall remove all of its property from the Leased Premises, including that attached to the freehold, upon the termination of the lease. Upon Lessee's failure, refusal or neglect to do so, Lessor's Chief Administrative Officer, or a designee thereof, may remove such property from the Leased Premises at the cost and expense of the Lessee, without liability to the Lessee for damages that may directly or indirectly result therefrom, or may allow such property to remain on the Leased Premises, and fee simple title to the property shall vest in the Lessor. Lessee shall restore the property to its prior condition of cleanliness at the time of commencement of the lease, and it shall peacefully



yield to Lessor the property in as good order and repair as when delivered to Lessee, except for damage by fire, casualty, other insured events or ordinary wear and tear. Upon expiration or termination of the Lease, Lessee shall not holdover and if Lessee fails to vacate the Leased Premises, Lessee's failure to do so shall not confer any rights to occupy the Leased Premises or further tenancy to Lessee regardless of the acts or omissions of Lessor or any of Lessor's employees or agents, including the acceptance of rental payments. Only a subsequent written lease duly executed and duly authorized by Lessor and Lessee shall confer any right upon Lessee to occupy the Leased Premises beyond the expiration or termination of this Lease.

**16. CONDEMNATION:** If the whole or any part of the premises or all means of access thereto shall be condemned or sold under threat of condemnation, this lease shall terminate, and lessee shall have no claim against Lessor to any portion of the award in condemnation for the value of any unexplored term of this lease. However, this shall not limit Lessee's right to compensation from the condemning authority for the value of any of Lessee's property taken (other than Lessee's leasehold interest in the premises). In the event of a temporary taking, this lease shall not terminate, but the term hereof shall be extended by the period of the taking, and the rent shall abate in proportion to the area taken for the period of such taking.

**17. COMPLETE AGREEMENT:** This agreement is the complete agreement between the parties on the matter contained herein. Any possible prior representation, promise, statement or condition is expressly superseded, and any possible oral statement modifying, amending, changing or supplementing this agreement is expressly excluded. This agreement may be modified, amended, changed or supplemented only in writing signed by the legally authorized agents of both parties hereto.

WITNESS the following signatures and seals:

**LESSOR**  
**CITY OR RICHMOND**

By \_\_\_\_\_  
Chief Administrative Officer

**LESSEE**

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO TERMS:**

By \_\_\_\_\_  
Assistant City Attorney

By \_\_\_\_\_  
Manager, Real Estate Services

**Exhibit A**

**2405 Jefferson Avenue – East District Family Resources Center**

