

INTRODUCED: February 13, 2023

AN ORDINANCE No. 2023-052

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Lease Amendment No. 4 to a U.S. Government Lease for Real Property (Short Form) with Lease Number GS-03P-LVA00156 between the City of Richmond and the Government of the United States of America, for the purpose of prohibiting certain telecommunications and surveillance equipment within a City-owned parking facility located at 501 North 7th Street.

Patrons – Mayor Stoney and Ms. Robertson

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: FEB 27 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 Lease Amendment No. 4 to a U.S. Government Lease for Real Property (Short Form) with Lease Number GS-03P-LVA00156 between the City of Richmond and the Government of the United States of America, for the purpose of prohibiting certain telecommunications and surveillance equipment within a City-owned parking facility located at 501 North 7th Street. The Lease Amendment No. 4 to a U.S. Government Lease for

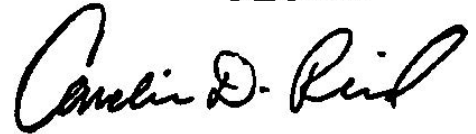
AYES: 9 NOES: 0 ABSTAIN:

ADOPTED: FEB 27 2023 REJECTED: STRICKEN:

Real Property (Short Form) 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:**

A handwritten signature in black ink, appearing to read "Amelia D. Reed". The signature is written in a cursive style with a large initial 'A' and a long, sweeping tail.

City Clerk



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

O&R REQUEST

DATE: January 10, 2023

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: Lincoln Saunders, Chief Administrative Officer

THROUGH: Robert C. Steidel, DCAO of Operations

FROM: Bobby Vincent, Director of Public Works

RE: **AUTHORITY TO AMEND A PARKING LEASE AGREEMENT WITH THE GOVERNMENT OF THE UNITED STATES OF AMERICA**

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer (CAO) to amend the parking lease agreement GS-03P-LVA00156 with the Government of the United States of America within a City-owned parking facility located at 501 N. 7th Street from October 1, 2022 through September 30, 2027 for 45 parking spaces with the Exhibit A provision 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug. 2020).

REASON: To enable the CAO to enter into and, as needed, modify a parking lease agreement with Government of the United States of America.

RECOMMENDATION: Approval is recommended by the City Administration.

BACKGROUND: The City of Richmond acquired the Coliseum Garage from Richmond Redevelopment and Housing Authority and began operation on January 1, 2014. The Government of the United States of America has leased parking spaces at the 501 N. 7th Street for several years and would like to continue their parking lease upon the approval of Exhibit A. City Council Ordinance 2022-129 adopted May 23, 2022 approved the lease extension.

The Department of Public Works (DPW) has confirmed with our third party operator and equipment supplier that the City's equipment at the 501 N. 7th Street garage does not violate the policy.

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

FISCAL IMPLICATIONS: N/A

BUDGET AMENDMENT NECESSARY: None

REVENUE TO CITY: N/A- Revenue included in FY'23 Budget

DESIRED EFFECTIVE DATE: Upon Adoption.

REQUESTED INTRODUCTION DATE: February 13, 2023

CITY COUNCIL PUBLIC HEARING DATE: February 27, 2023

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development-
(February 16, 2023)

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: None

RELATIONSHIP TO EXISTING ORD. OR RES.: 2022-129 adopted May 23, 2022

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: GSA Request for Lease Amendment No. 3- GS-03P-LVA00156 and Exhibit A

STAFF: Lynne Lancaster, DPW (646-6006)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-03P-LVA00156
LEASE AMENDMENT	
ADDRESS OF PREMISES Coliseum Garage 501 N. 7 th Street Richmond, VA 23219	PDN Number: N/A

THIS AMENDMENT is made and entered into between

Richmond, City of

whose address is: 900 East Broad ST, STE 201
Richmond, VA 21219-1907

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to **incorporate FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)**.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution, as follows:

- Section 889 Reporting Clause FAR 52.204-25 "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)" is hereby incorporated into the Lease Contract and attached as Exhibit A.

For purposes of clarification of Subsection (e) of the above provision, the parties hereto agree and acknowledge that the requirements of the aforesaid Subsection shall be interpreted to apply only to subcontracts and other contractual instruments which, 1) relate specifically to the leased parking spaces that are the subject of this Lease, and 2) are executed by the City subsequent to the date of execution of this Lease Amendment No. 4.

This Lease Amendment contains 4 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____
Name: _____
Title: _____
Entity Name: _____
Date: _____

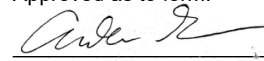
FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service, _____
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

Approved as to form:


Andrew A. Gore
Assistant City Attorney

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)