

INTRODUCED: April 14, 2025

AN ORDINANCE No. 2025-072

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a First Amendment to Right of Entry agreement between the City of Richmond and the Virginia Department of General Services for the purpose of permitting the City access to and use of the parking garage located at 311 North 7th Street to make certain repairs to the City owned property located at 730 East Broad Street.

Patron – Mayor Avula

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: APR 28 2025 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 First Amendment to Right of Entry agreement between the City of Richmond and the Virginia Department of General Services for the purpose of permitting the City access to and use of the parking garage located at 311 North 7th Street to make certain repairs to the City owned property located at 730 East Broad Street. The First Amendment

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

to Right of Entry 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.

O&R Transmittal

DATE: March 4, 2025

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Danny Avula, Mayor

THROUGH: Sabrina Joy Hogg, Chief Administrative Officer

FROM: Bobby Vincent Jr., Director of Public Works

RE: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER TO ENTER INTO AN AMENDED LICENSE AGREEMENT FOR RIGHT OF ENTRY OF SWING STAGE TO TUCKPOINT MORTAR JOINTS OF EXTERIOR FAÇADE OVER STATE OWNED PARKING DECK

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer (CAO) for and on behalf of the City of Richmond, to enter into an First Amendment to the License Agreement with the Commonwealth of Virginia, for the repair of the parking garage located at 730 E. Broad Street; Richmond, Virginia 23219. The purpose of the license agreement is to allow unrestricted, non-exclusive access through an adjacent parking garage, owned by the Commonwealth of Virginia, located at 311 N. 7th Street; Richmond, Virginia 23219.

REASON: To allow the CAO to enter into a License Agreement with the Commonwealth of Virginia to allow for temporary, unrestricted, non-exclusive access through the Commonwealth's parking garage located at 311 N. 7th Street; Richmond, Virginia 23219 to complete repairs to City owned property located at 730 E. Broad Street; Richmond, Virginia 23219.

RECOMMENDATION: Approval is recommended.

BACKGROUND: The City Of Richmond needs access to perform this façade repair from stormwater infiltration.

COMMUNITY ENGAGEMENT: None

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: None

FISCAL IMPACT / COST: None.

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: April 14, 2025

CITY COUNCIL PUBLIC HEARING DATE: April 28, 2025

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Governmental Operations Standing Committee

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: Commonwealth of Virginia Department of General Services

AFFECTED AGENCIES: Department of Public Works

RELATIONSHIP TO EXISTING ORD. OR RES.: ORD 2025-011

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: First Amendment to the License Agreement

STAFF: Department of Public Works William Irby (804-646-6613).

FIRST AMENDMENT TO RIGHT OF ENTRY

This FIRST AMENDMENT TO RIGHT OF ENTRY (this “Amendment”), dated the ____ day of _____, 2025, is made by and between the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF GENERAL SERVICES, (“Owner”), and the CITY OF RICHMOND, a body politic and municipal corporation of the Commonwealth of Virginia (“User”) amending that certain Right of Entry dated November 18th, 2024 (the “Agreement”).

RECITALS

WHEREAS, pursuant to the Agreement, Owner permits User access to that certain premises more particularly described in the Agreement located at 311 N. 7th Street, Richmond, Virginia 23219 (the “Parking Garage”) to repair that parking garage located at 730 E. Broad Street; Richmond, Virginia 23219; and

WHEREAS, the parties desire to modify the Term as hereinafter set forth; and

WHEREAS, the parties hereto desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the terms and covenants below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and User hereby agree:

1. **RECITALS; DEFINITIONS.** The Recitals above are incorporated by this reference as if fully set forth at length herein. Any definitions used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.
2. **TERM; USE FEE.** The Term of the Agreement shall be extended by sixty (60) days, beginning on March 18, 2025, and terminating on May 17, 2025 (the “Extension Term”). User shall pay the Use Fee in the amount set forth in the Agreement for the Extension Term.
3. **ENTIRE UNDERSTANDING.** The Agreement, as modified by this Amendment, contains the entire, full, and complete understanding and agreement between Owner and User with respect to the matters described herein and cannot be waived except by the written agreement of the parties.
4. **MODIFICATION; FULL FORCE AND EFFECT.** The Agreement is hereby modified only as necessary to give effect to the intent of this Amendment. Except as amended by this Amendment, the Agreement shall remain in full force and effect without any modifications or changes. All references to “this Agreement” or “the Agreement” in this Amendment or in the Agreement shall hereafter be deemed to include or refer to the Agreement as amended by this Amendment, and the Agreement is hereby ratified and affirmed.
5. **CONFLICTS.** To the extent there are any conflicts between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall prevail.
6. **HEADINGS.** The headings and titles used in this Amendment are inserted for convenience only and are not intended to alter or amend the provisions that follow such headings.

7. **COUNTERPARTS.** This Amendment may be executed in one (1) or more counterpart signature pages, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute one in the same agreement. Execution of this Amendment at different times and in different places by the parties hereto shall not affect its validity.
8. **APPROVAL.** This Amendment shall not be effective or binding upon and inure to the benefit of the parties hereto and their respective successors and assigns unless and until signed by both parties and approved by the Commonwealth of Virginia, Department of General Services.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have affixed their signatures and seals as of the date first written above.

OWNER: THE COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF GENERAL SERVICES

By: _____

Title: _____

COMMONWEALTH OF VIRGINIA

CITY OF RICHMOND to wit:

The foregoing First Amendment to Right of Entry was acknowledged before me on this _____ day of _____, 2025 by Banci E. Tewolde, acting in her capacity as Director of the Commonwealth of Virginia, Department of General Services.

My commission expires: _____

Registration No. _____

Notary Public

[SIGNATURES CONTINUE ON NEXT PAGE]

USER: THE CITY OF RICHMOND,
a body politic and municipal corporation of the Commonwealth of Virginia

By: _____

Bobby Vincent

Title: Director of Department of Public Works

APPROVED AS TO FORM



City Attorney Office

COMMONWEALTH OF VIRGINIA

CITY OF RICHMOND, to wit:

The foregoing First Amendment to Right of Entry was acknowledged before me on this _____ day of _____, 2025 by _____, acting in his/her capacity as _____ of the City of Richmond, on behalf of the city.

My commission expires: _____

Registration No. _____

Notary Public

[END OF SIGNATURES]