INTRODUCED: April 24, 2023

AN ORDINANCE No. 2023-143

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a General Services Administration Public Buildings Service Lease Amendment between the City of Richmond and the Government of the United States of America for the purpose of renewing the lease from Oct. 1, 2023, through Sept. 30, 2028, for 20 parking spaces leased to the federal government at a City-owned parking facility located at 500 East Marshall Street.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: MAY 22 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 General Services Administration Public Buildings Service Lease Amendment between the City of Richmond and the Government of the United States of America for the purpose of renewing the lease from October 1, 2023, through September 30, 2028, for 20 parking spaces leased to the federal government at a City-owned parking facility located at 500 East Marshall Street. Such General Services Administration Public Buildings Service Lease

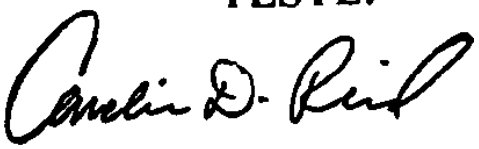
AYES: 8 NOES: 0 ABSTAIN: _____

ADOPTED: MAY 22 2023 REJECTED: _____ STRICKEN: _____

Amendment 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

RECEIVED
By City Attorney at 3:31 pm, Apr 18, 2023
RECEIVED
By CAO Office at 2:56 pm, Mar 24, 2023

City of Richmond

Intracity Correspondence

O&R REQUEST

DATE: March 23, 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

Robert C Steidel Digitally signed by Robert C Steidel
Date: 2023.03.24 14:48:02 -04'00'

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-LVA12102 with the Government of the United States of America within a City-owned parking facility located at 500 E, Marshall Street from October 1, 2023 through September 30, 2028 for 20 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 Broad Street Community Development Authority's (CDA) five parking facilities in November 2010 which consisted of two surface lots (401 E. Broad and 609 E. Grace) and three parking garages (500 E. Marshall, 607 E. Marshall and 612 E. Franklin). The Government of the United States of America has leased parking spaces at the 500 E. Marshall Street for several years and would like to continue their parking lease.

City Council adopted ordinance 2018-232 on September 24, 2018 for the purpose of leasing to the federal government parking spaces at a City-owned parking facility located at 500 E. Marshall Street from October 1, 2018 to September 30, 2023. The federal government is requesting a five (5) year extension to the existing lease from October 1, 2023 to September 30, 2028.

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: April 24, 2023

CITY COUNCIL PUBLIC HEARING DATE: May 22, 2023

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development- (May 18, 2023)

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: None

RELATIONSHIP TO EXISTING ORD. OR RES.: Ordinance No. 2018-232

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: GSA Request for Lease Amendment No. 3- GS-03P-LVA12102 and Exhibit A

STAFF: Lynne Lancaster, DPW (646-6006)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 7 TO LEASE NO. GS-03P-LVA12102
ADDRESS OF PREMISES 500 EAST MARSHALL STREET Richmond, VA 23219-1808	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 23219-1907

hereinafter called the Lessee, and the **UNITED STATES OF AMERICA**, hereinafter called the Government (sub-Lessee):

WHEREAS, the parties hereto desire to amend the above Lease **to incorporate a five (5) year renewal option and 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 of the Government as follows:

A. "This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

One (1) – Five (5) year renewal at an annual rent of $27,600.00

The annual rent of $27,600.00 breaks down as follows:

Rate per space per month: $115.00
Number of spaces: 20
$115.00 (rate per space per month) x 20 (number of spaces) x 12 months = $27,600.00 (annual rent)

Provided notice be given in writing to the Lessor at least fifteen (15) days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during the renewal term. Said notice shall be computed commencing with the day after the date of mailing."

This Lease Amendment contains 5 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: Samantha Poole
Title: Lease Contracting Officer
GSA, Public Buildings Service, _____
Date: _____

WITNESSED FOR THE LESSOR BY:

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

Approved as to Form:
Assistant City Attorney

B. 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 7.

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)