

INTRODUCED: February 12, 2024

AN ORDINANCE No. 2024-037

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Facility License Agreement between the School Board of the City of Richmond, as licensor, and the City, as licensee, for the purpose of granting the City permission to use certain school facilities for the Mar. 5, 2024, primary election from Feb. 26, 2024, through Mar. 8, 2024.

\_\_\_\_\_  
Patron – Mayor Stoney

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

**A TRUE COPY:  
TESTE:**

*Carlin D. Reed*  
**City Clerk**

PUBLIC HEARING: FEB 26 2024 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 Facility License Agreement between the School Board of the City of Richmond, as licensor, and the City, as licensee, for the purpose of granting the City permission to use certain school facilities for the March 5, 2024, primary election from February 26, 2024, through March 8, 2023. The Facility 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.

AYES: 8 NOES: 0 ABSTAIN: \_\_\_\_\_

ADOPTED: FEB 26 2024 REJECTED: \_\_\_\_\_ STRICKEN: \_\_\_\_\_

APPROVED AS TO FORM:

*T. Cotman*

---

CITY ATTORNEY'S OFFICE



# City of Richmond

900 East Broad Street  
2nd Floor of City Hall  
Richmond, VA 23219  
www.rva.gov

## Master

**File Number: Admin-2024-0087**

**File ID:** Admin-2024-0087

**Type:** Request for Ordinance or Resolution

**Status:** Regular Agenda

**Version:** 2

**Reference:**

**In Control:** City Clerk Waiting Room

**Department:**

**Cost:**

**File Created:** 01/29/2024

**Subject:**

**Final Action:**

**Title:** To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Facility License Agreement between the School Board of the City of Richmond, as licensor, and the City, as licensee, for the purpose of granting licensee permission to use certain school facilities for the Mar. 4, 2024, primary election from Feb. 26, 2024, through Mar. 8, 2024

**Internal Notes:**

**Code Sections:**

**Agenda Date:** 02/12/2024

**Indexes:**

**Agenda Number:**

**Patron(s):**

**Enactment Date:**

**Attachments:** Admin-2024-0087\_Signature - (1.17.24 CLEAN) Facility License Agreement - RPS Facilities - March 2024.pdf, Admin-2024-0087 Not AATF Ord\_RPS Facility License Agreement.docx

**Enactment Number:**

**Contact:**

**Introduction Date:**

**Drafter:**

**Effective Date:**

**Related Files:**

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
2	1	1/29/2024	Jeff Gray - FYI	Notified - FYI	
2	2	1/29/2024	Caitlin Sedano - FYI	Notified - FYI	
2	3	1/29/2024	Lincoln Saunders	Approve	1/31/2024
2	4	2/6/2024	Mayor Stoney	Approve	1/31/2024

### History of Legislative File

---

<b>Ver- sion:</b>	<b>Acting Body:</b>	<b>Date:</b>	<b>Action:</b>	<b>Sent To:</b>	<b>Due Date:</b>	<b>Return Date:</b>	<b>Result:</b>
-----------------------	---------------------	--------------	----------------	-----------------	------------------	-------------------------	----------------

---

---

**Text of Legislative File Admin-2024-0087**

**Title**

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Facility License Agreement between the School Board of the City of Richmond, as licensor, and the City, as licensee, for the purpose of granting licensee permission to use certain school facilities for the Mar. 4, 2024, primary election from Feb. 26, 2024, through Mar. 8, 2024

**.Body**

**O & R Request**

**DATE:** January 12, 2024 **EDITION:** 1

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

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

**THROUGH:** J.E. Lincoln Saunders, Chief Administrative Officer

**FROM:** Keith Balmer, Registrar

**RE:** To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Facility License Agreement between the School Board of the City of Richmond, as licensor, and the City, as licensee, for the purpose of granting licensee permission to use certain school facilities for the Mar. 4, 2024, primary election from Feb. 26, 2024, through Mar. 8, 2024.

**ORD. OR RES. No.**

**PURPOSE:** To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Facility License Agreement between the School Board of the City of Richmond, as licensor, and the City, as licensee, for the purpose of granting licensee permission to use certain school facilities for the Mar. 4, 2024, primary election from Feb. 26, 2024, through Mar. 8, 2024.

**BACKGROUND:** The City will operate 24 polling precincts located at school facilities during the primary election on March 4, 2024. The General Registrar must coordinate the delivery, pickup, setup, and breakdown of election materials for all 24 polling precincts. The planning, coordination, and execution of such a large task requires more than five (5) days to complete. City Code section 2-91 authorizes the Chief Administrative Officer, without City Council approval, to enter into license agreements to use real property not owned by the City for a period of not more than five (5) days. However, the Facility License Agreement authorizes the City to use certain school facilities for a period of twelve (12) days to accommodate operations by the General Registrar for the primary election, which requires Council approval.

A committee referral waiver is requested to ensure that the ordinance is adopted prior to February 26,

2024, the effective date of the Facility License Agreement.

**COMMUNITY ENGAGEMENT:** Not Applicable

**STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL:** Not Applicable

**FISCAL IMPACT:** None

**DESIRED EFFECTIVE DATE:** February 24, 2024

**REQUESTED INTRODUCTION DATE:** February 12, 2024

**CITY COUNCIL PUBLIC HEARING DATE:** February 24, 2024

**REQUESTED AGENDA:** Consent

**RECOMMENDED COUNCIL COMMITTEE:** Committee Waiver Requested

**AFFECTED AGENCIES:** General Registrar

**RELATIONSHIP TO EXISTING ORD. OR RES.:** None

**ATTACHMENTS:** Facility License Agreement, Draft legislation

**STAFF:** Keith Balmer, General Registrar

## **FACILITY LICENSE AGREEMENT**

THIS FACILITY LICENSE AGREEMENT (the “AGREEMENT”), effective as of February 26, 2024 (the “Effective Date”), is made by and between the SCHOOL BOARD OF THE CITY OF RICHMOND, VIRGINIA, hereinafter referred to as “LICENSOR,” and the CITY OF RICHMOND, VIRGINIA a municipal corporation and political subdivision of the COMMONWEALTH OF VIRGINIA, hereinafter referred to as “LICENSEE,” referred to collectively herein as the “Parties.”

### WITNESSETH

- A. LICENSOR manages and controls the real property, including the school facilities (the “Buildings”), parking lots, and all other improvements thereon, listed on Exhibit A attached hereto and incorporated herein (collectively, the “Premises”) and has the authority to grant this LICENSE; and
- B. LICENSEE desires to use the Premises for the purpose described herein; and
- C. LICENSOR is willing to permit LICENSEE to use the Premises in the manner described herein.

For and in consideration of the mutual promises and agreements contained herein, and subject to the terms and conditions hereinafter stated, the Parties agree as follows:

### **ARTICLE 1: GRANT OF LICENSE**

1.1 LICENSOR grants to LICENSEE, AND LICENSEE accepts from LICENSOR, the use of the Premises, subject to the terms of this AGREEMENT (the “LICENSE”).

1.2 LICENSE TERM. The LICENSE shall be effective on February 26, 2024, through March 8, 2024 (the “License Term”).

1.3 USE.

- (a) LICENSEE and its employees and agents shall have the right to enter the Premises on February 26, 2024, for the purpose of the delivery of voting cages and precinct materials (the “Election Materials”). LICENSEE will coordinate the deliveries with the custodial manager for each school and who will guide LICENSEE where to place the cages.
- (b) LICENSEE and its employees and agents shall have the right to enter the Premises on March 8, 2024, to pick up the voting cages and precinct materials. LICENSEE will coordinate the pickup of the cages with the custodial manager for each school. The pickup of voter privacy cages must be during the hours the school building is

open and instruction will not be disturbed.

- (c) LICENSOR agrees to find space at each school to safely store and secure the voter privacy “cages” and all of the election materials between February 26, 2024, and March 8, 2024.
- (d) LICENSOR acknowledges and agrees the Election Materials will remain the personal property of LICENSEE and shall permit LICENSEE to remove or inspect the same at any reasonable time provided that such inspection does not disturb instruction.
- (e) LICENSEE and its employees, agents, and invitees shall have the right to use the Premises as public polling place locations and as shelter in case of medical or other emergency from 5:00 a.m. through 10:00 p.m. EST on March 5, 2024, which shall include without limitation use of the Buildings for the casting of votes and use of parking lots for the parking of vehicles, and for which use LICENSOR shall allow LICENSEE to use LICENSOR’S computer network as LICENSEE may reasonably require. LICENSOR agrees that for those portions of the Buildings used for the casting of votes on March 5, 2024, such use shall be exclusive.
- (f) The uses described in this Section 1.3 are hereinafter referred to as the “Permitted Use.”

#### 1.4 AGREEMENT EFFECTIVE DATE, TERM, EXPIRATION, AND TERMINATION.

- (a) This AGREEMENT shall be effective as of the Effective Date.
- (b) This AGREEMENT shall be effective from the Effective Date until its expiration at 5:00 p.m. on March 8, 2024 (the “Agreement Term”).
- (c) LICENSOR or LICENSEE may terminate this AGREEMENT at any time without penalty.
- (d) Upon termination of this AGREEMENT, LICENSEE shall vacate the Premises, LICENSOR shall permit LICENSEE to remove the Election Materials therefrom, LICENSEE shall perform its obligations pursuant to subsection (c) of Article 3 of this AGREEMENT and neither party shall have any further rights or obligations hereunder.

### **ARTICLE 2: LICENSING FEE**

LICENSING FEE. There shall be no licensing fee charged to LICENSEE for the use of the Premises.

### **ARTICLE 3: INSURANCE AND RESPONSIBILITY FOR ACTS**

- (a) LICENSOR shall have no responsibility for the acts of LICENSEE'S employees, agents, and invitees while using the Premises.
- (b) LICENSOR shall have no responsibility for preparation of the Premises to serve as a polling place or for operation of the Premises as a polling place.
- (c) LICENSEE shall restore those portions of the Premises used for the Permitted Use to their condition immediately preceding the Agreement Term and agrees to repair any damage to the Premises caused by LICENSEE or any of its employees, agents, or invitees during the License Term.
- (d) LICENSEE assumes no liability for injuries arising from defects in the facilities or grounds of the Premises.
- (e) During the License Term, LICENSEE shall carry and maintain a policy or policies of commercial general liability insurance or self-insurance covering LICENSEE'S use of the Premises for bodily injury and property damage, which coverage shall not be less than One Million, Five Hundred Thousand Dollars (\$1,500,000.00) per occurrence. LICENSEE shall provide LICENSOR a certificate evidencing such insurance prior to February 26, 2024.
- (f) LICENSOR agrees to carry and maintain, during the Agreement Term for all portions of the Premises used for the Permitted Use, insurance coverage substantially the same as that described in paragraph (e) above.
- (g) Nothing contained in this AGREEMENT shall be construed as a waiver of either the LICENSOR'S or the LICENSEE'S sovereign immunity or as an agreement by either the LICENSOR or the LICENSEE to indemnify the other party.

#### **ARTICLE 4: MISCELLANEOUS**

4.1 CONTACT INFORMATION. In the event either party needs to contact the other party, the following individuals shall serve as point of contact:

**LICENSOR:**

Richmond Public Schools  
Attn: Dana Fox, Chief Operations Officer  
301 North 9<sup>th</sup> Street, 17<sup>th</sup> Floor  
Richmond, VA 23219  
[dfox4@rvaschools.net](mailto:dfox4@rvaschools.net)

**LICENSEE:**

City of Richmond  
Attn: Keith Balmer, General Registrar  
2134 West Laburnum Avenue  
Richmond, VA 23227

4.2 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

4.3 ENTIRE AGREEMENT AND GOVERNING LAW. The Parties agree that this LICENSE contains the entire agreement between the Parties and may only be modified by written agreement executed by both Parties. The conditions and covenants herein contained shall inure to the benefit of and are binding upon the Parties hereto, their personal representatives, successors and assigns and shall be governed by and construed under the laws of the Commonwealth of Virginia. Any and all disputes, claims and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond, Virginia.

IN WITNESS WHEREOF, the Parties have duly executed this instrument the day and year written below:

LICENSOR: RICHMOND PUBLIC SCHOOLS

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

Name: Jason Kamras

Title: Superintendent

Date: 1/24/2024 | 11:59 EST  
\_\_\_\_\_

LICENSEE: CITY OF RICHMOND, VIRGINIA  
a municipal corporation and political  
subdivision of the COMMONWEALTH OF VIRGINIA

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

Name: J. E. Lincoln Saunders

Title: Chief Administrative Officer

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

HANEY PHINYOWATTANACHIP  
PLLC  
APPROVED AS TO FORM

---

Counsel, School Board of the City of Richmond, Virginia

CITY OF RICHMOND, VIRGINIA  
APPROVED AS TO FORM

*Tori Cotman*

---

Tori J. Cotman, Assistant City Attorney

**EXHIBIT A**

<b><u>Facility</u></b>	<b><u>Tax Parcel No.</u></b>
Mary Munford Elementary School	W019-0293/004
Thomas Jefferson High School	W000-1881/001
Albert H. Hill Middle School	W000-1617/001
George W. Carver Elementary School	N000-0469/003
John Marshall High School	N018-0200/010
Barack Obama Elementary School	N000-1037/030
Richmond Community High School	N000-0898/001
Albert V. Norrell School	N000-0366/001
Linwood Holton Elementary School	N000-1955/017
J. B. Fisher Elementary School	C001-0746/030
Huguenot High School	C003-0225/013
Lucille M. Brown Middle School	C005-0500/002
Southampton Elementary School	C004-0612/006
G.H. Reid Elementary School	C007-0286/010
Lois Harrison-Jones Elementary School	W000-1343/001
Maymont Preschool	W000-0712/050
William Fox at Clark Springs Elementary School	W000-0428/002
Richmond High School for the Arts	S005-3293/002
Swansboro Elementary School	S000-1720/001
Thomas C. Boushall Middle School	C008-0596/010
Cardinal Elementary School	C006-0472/030

**EXHIBIT A**

<b><u>Facility</u></b>	<b><u>Tax Parcel No.</u></b>
J. L. Francis Elementary	C008-0580/066
Miles J. Jones Elementary School	C005-0992/020
Elizabeth D. Redd Elementary School	C005-0792/004
Henry L. Marsh, III Elementary School	E000-0525/001