To the Honorable Council  
City of Norfolk, Virginia  

From: Nikki Riddick, Director  
Department of General Services  

August 28, 2018  

Subject: Right of Entry Agreement Permitting Teens with a Purpose to use the City of Norfolk properties at 801 Church Street, 607 Nicholson Street, 620 E. Olney Road, and W S 5th Street  

Reviewed: Michael G. Goldsmith, Deputy City Manager  

Approved: Douglas L. Smith, City Manager  

I. **Recommendation:** Adopt Ordinance  

II. **Applicant:** City of Norfolk  

III. **Description:**  
This agenda item is an ordinance approving a right of entry agreement that permits Teens with a Purpose – the Youth Movement ("TWP") to enter and use City of Norfolk (the "City") properties located 801 Church Street, 607 Nicholson Street, 620 E. Olney Road, and W S 5th Street.  

IV. **Analysis**  
- This agreement will permit TWP to enter the properties owned by the City of Norfolk ("City") at located 801 Church Street, 607 Nicholson Street, 620 E. Olney Road, and W S 5th Street, for work associated with the creation and maintenance of a community garden facilitated by local teens and volunteers.  
- TWP has proposed to lease these properties, however, they are seeking this right of entry agreement, which is a revocable license, in order to prepare for that proposed community garden.  
- The City will have access to the properties at all times during the proposed license term.  

V. **Financial Impact**  
| Liability insurance for TWP | The City and its employees will be named as additional insureds in the amount of $1,000,000 per occurrence; therefore, there should be no financial risk to the City. |

VI. **Environmental**  
There are no known environmental issues associated with this property.
VII. **Community Outreach/Notification**
Public notification for this agenda item was conducted through the City’s agenda notification process.

VIII. **Board/Commission Action**
N/A

IX. **Coordination/Outreach**
This letter and ordinance have been coordinated with the Department of General Services – Office of Real Estate, and the City Attorney’s Office.

**Supporting Material from the City Attorney’s Office:**
- Ordinance
- Proposed Right of Entry Agreement
- Map of Area
ORDINANCE No.

AN ORDINANCE APPROVING A RIGHT OF ENTRY AGREEMENT PERMITTING TWP - THE YOUTH MOVEMENT TO ENTER UPON AND USE CITY-OWNED PROPERTY LOCATED AT 801 CHURCH STREET, 607 NICHOLSON STREET, 620 E. OLNEY ROAD AND W S 5TH STREET TO PERFORM WORK ASSOCIATED WITH A COMMUNITY GARDEN.

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the Right of Entry Agreement ("Agreement") between the City of Norfolk ("City") and TWP - The Youth Movement ("TWP") that permits TWP to go upon and use City-owned property located at 801 Church Street, 607 Nicholson Street, 620 E. Olney Road and W S 5th Street ("Properties") for work associated with the creation and maintenance of a community garden, a copy of which Agreement is attached hereto and incorporated herein as Exhibit A, is hereby approved.

Section 2:- That the City Manager and other proper officers of the City are authorized to execute the Agreement on behalf of the City and to do all things necessary and proper in furtherance thereof.

Section 3:- That the City Manager is further authorized to correct, amend or revise the Agreement as he may deem appropriate, consistent with the Council’s intent as expressed herein.

Section 4:- That this ordinance shall be in effect from and after the date of its adoption.
THIS RIGHT OF ENTRY AGREEMENT ("Agreement"), made this ____ day of ______________, 2018, by and between the CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia ("City"), Grantor, and TWP – THE YOUTH MOVEMENT ("TWP"), a Virginia corporation, Grantee.

WITNESSETH:

WHEREAS, the City owns certain properties located at 801 Church Street, 607 Nicholson Street, 620 E. Olney Road and W S 5th Street ("Properties"); and

WHEREAS, TWP desires to use the Properties, as shown on Exhibit A attached hereto, in order to perform work on a community garden project; and

WHEREAS, TWP has requested permission to access and utilize the Properties for such purpose, to which the City is agreeable upon certain terms and conditions.

NOW, THEREFORE, the City hereby grants to TWP, its employees, subcontractors and consultants, permission to enter upon and use the Properties for the purposes set forth above upon the following terms and conditions:

1. The permission granted by this Agreement shall commence on August 28, 2018 and if not sooner terminated, shall terminate on the earlier of (a) November 30, 2018 or (b) the effective date of a Lease Agreement or other appropriate agreement between the City and TWP.

2. The City shall have access to the Properties at all times.

3. The permission granted herein is a license only and confers no rights in the Properties whatsoever.

4. Except as otherwise provided herein, TWP shall take all necessary measures to ensure that the Properties are kept in their original condition.
5. The City shall have the right to make periodic inspections of the manner in which TWP is using the Properties and TWP shall exercise reasonable care in the performance of its work and other authorized activities.

6. Any costs associated with violations of the law, including but not limited to, remediation, clean-up costs, fines, administrative or civil penalties or charges, and third-party claims imposed on the City by any regulatory agency or by any third-party as a result of the noncompliance with applicable Federal, State or local environmental laws, regulations or nuisance statutes by TWP, or by any of its employees, subcontractors, consultants or sub-consultants, in connection with the work or other activities contemplated herein, shall be paid by TWP.

7. TWP, at their own cost and expense, shall take out and keep in full force and effect during the term of this Agreement general liability insurance with a company authorized to do business in the Commonwealth of Virginia, insuring and naming the City as an additional insured in the amount of at least $1,000,000 each occurrence and $2,000,000.00 general aggregate against liability from claims, actions and suits that may be asserted or brought against the City and/or TWP, and their successors and assigns, for any injury to, or death of any person or persons, or for any damage to, or destruction of property resulting from TWP’s use of the Properties, with evidence of such insurance being provided to the City.

8. The City shall not be responsible or liable for injuries to persons, including death or damage to property, when such injuries or damages are caused by or result from TWP’s use of the Properties under the terms of this Agreement, and TWP agrees to indemnify and hold harmless the City from and against any and all claims, demands, suits, actions and judgments of any kind or nature whatsoever, including costs and expenses, for any personal injury or property damage to
any person or property, arising or resulting, directly or indirectly, from TWP’s use of the Properties under this Agreement.

9. This Agreement shall not be assigned by TWP to any other party or entity.

10. Upon completion of all activities on the Properties permitted by this Agreement, TWP shall leave the Properties in the same condition as existed prior to its entry upon the Properties, with the exception of any improvements made to the Properties in relation to the community garden project.

11. In exercising the rights granted hereby and undertaking activity pursuant to this Agreement, TWP shall act in accordance with the applicable laws of the Commonwealth of Virginia and any other governmental body, State or Federal, having jurisdiction over such matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials as of the day and year first above written.

TWP – THE YOUTH MOVEMENT

By:
Name (Printed):
Title:

COMMONWEALTH OF VIRGINIA,
CITY OF ________________________, to wit:

I, ________________________, a Notary Public of the City of ____________, Commonwealth of Virginia, whose term of office expires on the ___ day of ____________, 20___, do hereby certify that ________________________, ________________________ (Title) of TWP – The Youth Movement, whose name is signed in the foregoing Right of Entry Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this ____ day of _________________, 2018.

_________________________________________
Notary Public
Registration No.: __________________________
CITY OF NORFOLK

By: __________________________ (SEAL)
City Manager

ATTEST:

______________________________
City Clerk

COMMONWEALTH OF VIRGINIA,
CITY OF NORFOLK, to-wit:

I, ____________________________, a Notary Public of the City of Norfolk, State of Virginia, whose term of office expires on the _____ day of _____________, 20___, do hereby certify that Douglas L. Smith, City Manager, and Richard A. Bull, City Clerk, respectively, of the City of Norfolk, whose name is signed in the foregoing Right of Entry Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this _____ day of ______________, 2018.

______________________________
Notary Public
Registration No.: ____________________________

APPROVED AS TO CONTENT:

______________________________
Director of General Services

APPROVED AS TO FORM AND CORRECTNESS:

______________________________
Deputy City Attorney