

**AMENDMENT TO THE MEMORANDUM OF AGREEMENT TO FACILITATE THE
EXPANSION, RENOVATION, AND EFFICIENT AND SAFE OPERATION OF THE
ALBEMARLE CIRCUIT COURT, THE ALBEMARLE GENERAL DISTRICT COURT,
AND THE CHARLOTTESVILLE GENERAL DISTRICT COURT**

THIS AMENDMENT TO THE MEMORANDUM OF AGREEMENT (the “Amendment”) is made as of _____ 20____, by and between the **COUNTY OF ALBEMARLE, VIRGINIA** (the “County”) and the **CITY OF CHARLOTTESVILLE, VIRGINIA** (the “City”), both of which are political subdivisions of the Commonwealth of Virginia. The County and the City may be referred to collectively as the “Parties.”

R-1. The Parties previously entered into that certain Memorandum of Agreement dated December 17, 2018, concerning the expansion, renovation, and efficient and safe operation of the County’s Circuit and General District Courts and the City’s General District Court (the “Original Agreement”); and

R-2. The County and the City fulfilled their respective obligations under Section 1 of the Original Agreement to sell and purchase the County’s one-half interest in the previously jointly-owned East Market Street Parcel (the “Market Street Parking Lot”); and

R-3. The City elected not to construct the Parking Structure pursuant to Section 2 of the Original Agreement; and

R-4. The County and the City agree that pursuit of the options available to the County as provided in Section 2(G) (Failure of the City to Complete Construction of the Parking Structure) of the Original Agreement are not in the best interest of the City or the County;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- I. Section 2 of the Original Agreement (Parking Structure on the East Market Street Parcel) is deleted and replaced in full by the following terms:

2. Parking Provided by City.

- A. Total Number of Parking Spaces for County Courts Users and Employees.** As detailed in Sections 2(B) and 2(C) below, the City must provide the equivalent of ninety (90) total parking spaces in the Market Street Parking Lot and the parking garage owned and operated by the City and located at 550 East Market Street, Charlottesville, Virginia (the “Market Street Garage”). At any time that parking spaces made available for the County’s use in either of these parking facilities are unavailable to the County for more than seven (7) calendar days, the City must provide equivalent parking in a location mutually acceptable to the Parties within a one-third mile radius of Court

Square.

B. East Market Street Parking Lot. The City and County are to execute a lease in a form acceptable to the County and effective not later than February 1, 2023 (the “Lease”), to allow the County the exclusive use of all sixty-three (63) parking spaces in the Market Street Parking Lot at no cost, subject to the following terms and conditions:

- i. The County must have exclusive control over access to and the right to determine the use of the Market Street Parking Lot during the following days and times:
 1. During Regular Court Hours. Each Monday through Friday, both inclusive, from 7:00 a.m. until 6:00 p.m., unless the day is a Court holiday.
 2. During Special Court Sessions or Events. Any weekend day or Court holiday, or any evening after 6:00 p.m., when any County judicial proceeding or other County Court event is scheduled. The County must provide advance notice to the City of any such judicial proceeding or other County Court event.
- ii. The County may enforce parking regulations during its hours of exclusive use of the Market Street Parking Lot. In order to ensure that parking spaces are available to the County, the County may elect to install parking management infrastructure on the Market Street Parking Lot. The cost to install and maintain any such parking management infrastructure must be borne by the County during the term of the Lease. Examples of parking management infrastructure include (but are not limited to) signage, access control gates, and payment kiosks.
- iii. Throughout the term of Lease, the City must bear all costs of maintenance and repair of the Market Street Parking Lot, with the exception of any maintenance and repair required for County-installed parking management infrastructure. The County may (but is not obligated to) remove snow from the lot to ensure vehicular and pedestrian safety.
- iv. The Lease is to be effective for an initial term of twenty (20) years and may be renewed upon the same terms and conditions at the option of the County for an additional 20-year term.

C. Market Street Garage. The City must provide the equivalent of twenty-seven (27) parking spaces to the County in the Market Street Garage by free parking validations for up to eleven (11) validated hours for each such space during the hours set forth in Section 2(B)(i)(1).

This equivalent parking must be made available to the County not later than the date of issuance of the Certificate of Occupancy for the General District Court Building described in Section 5 of this Agreement.

- i. Except by future mutual agreement, parking spaces in the Market Street Garage will not be designated for exclusive use by the County.
- ii. If, in accordance with Section 2(B)(ii), the County elects to install parking management infrastructure in the Market Street Parking Lot, and such installation reduces the number of spaces usable in such lot, the number of spaces provided to the County in the Market Street Garage must be increased by a number equivalent to the reduction. Upon request of the County, the Parties must enter into an amendment to this Agreement in a form acceptable to the County to reflect any such increase.

D. Failure by the City to Abide by Terms and Conditions. If the City fails to perform its obligations under this Section 2 or the Lease, the County may elect one of the following alternative remedies:

- i. **Provide Parking in the Market Street Garage.** The City must provide one hundred (100) parking spaces in the Market Street Garage on or below Level 2, as these levels were identified as of the date of this Agreement designated for the County's exclusive use during the hours set forth in Section 2(B)(i)(1);
- ii. **Reconvey One-Half Interest in East Market Street Parcel, Allow the County to Use the Parcel for Parking, and Pay the County.** The City must convey a one-half interest in the East Market Street Parcel to the County, allow the County to use the East Market Street Parcel for parking, and pay the County, subject to the following terms and conditions:
 - a. **Reconveyance.** The City must convey to the County a one-half interest in the East Market Street Parcel for the amount the City paid to the County pursuant to Section 1 of this Agreement or the then-current appraised value of such one-half interest, whichever is less, less one-half of the fair market rental value for the City's sole use and occupancy of the East Market Street Parcel for the period that the City was the sole owner of the East Market Street Parcel; and
 - b. **Use.** In addition, the County and the City must enter into a memorandum of understanding in a form acceptable to the County, providing to the County exclusive control over access

to and the right to determine the use of the East Market Street Parcel; or

- iii. **Purchase of East Market Street Parcel by the County.** The City must convey to the County fee simple title to all ownership interests in the East Market Street Parcel at the then-current appraised value. The Parties may enter into a separate purchase contract in a form acceptable to the County for the County's acquisition of the East Market Street Parcel.

If the County elects the remedy set forth in either Section 2(D)(ii) or 2(D)(iii), the terms and conditions of Sections 1(B)-(E) of this Agreement will apply to the resulting valuation and/or (re-)conveyance, *mutatis mutandis*.

- II. Section 3 (Managing the Parking Structure and Maintaining the County Parking Spaces) of the Original Agreement and Section 4(F) (Reversion) of the Original Agreement are hereby deleted in their entirety.
- III. All other terms and conditions of the Original Agreement not replaced, superseded, or modified by this Amendment are affirmed and remain in full force and effect. Capitalized terms used in this Amendment and not defined herein are to have the meanings attributed to them in the Original Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

COUNTY:

THE COUNTY OF ALBEMARLE, VIRGINIA

By:

Jeffrey Richardson
County Executive

Approved as to form:

County Attorney

CITY:

THE CITY OF CHARLOTTESVILLE, VIRGINIA

By:

Michael C. Rogers
City Manager

Approved as to form:

City Attorney