

# MEMORANDUM OF UNDERSTANDING

between

**CITY OF RICHMOND**

and

**GROWRVA, LLC**

This Memorandum of Understanding (“MOU”) is entered into this \_\_\_\_ day of \_\_\_\_\_ 2019 by and between the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the “City”), and GrowRVA, LLC, a Virginia limited liability company and provides as follows:

## **I. PURPOSE**

The purpose of this MOU is to outline the responsibilities, terms, and conditions that the City and GrowRVA will provide as it relates to the operation of the South of the James Market (“SOJM”) located at New Kent Avenue and 42<sup>nd</sup> Street, Richmond, Virginia 23225 in Forest Hill Park. SOJM is open on Saturdays from May to October between the hours of 8:00 a.m. and 12:00 p.m. and from November to April between the hours of 9:00 a.m. and 12:00 p.m.

## **II. DURATION**

This MOU is at-will and will be reviewed by the parties every two (2) years. This MOU will remain in effect until modified by mutual consent or terminated by one of the parties pursuant to the terms stated in Sections IV and V of this MOU.

## **III. CONDITIONS**

A. During the duration of this MOU, the City and GrowRVA understand that GrowRVA will:

1. Clean and maintain permitted areas within SOJM and restore these areas to their pre-market condition at the conclusion of each market.
2. Provide four (4) parking personnel and one (1) off duty police officer to monitor parking.
  - a. Parking will be permitted in the parking lot closest to the SOJM located at Riverside Drive and New Kent Street between May 1<sup>st</sup> and October 31<sup>st</sup> of each year.
  - b. Parking will not be permitted on the grass between the restrooms and shelter adjacent to the Riverside Drive and

New Kent Street parking lot between November 1<sup>st</sup> and April 1<sup>st</sup> of each year.

- c. Parking will be permitted on the grass between the restrooms and shelter adjacent to the Riverside Drive and New Kent Street parking lot between April 2<sup>nd</sup> and October 31<sup>st</sup> of each year.
  - d. Parking will be permitted on the grass between the east side of the Riverside Drive and New Kent Street parking lot and the Forest Hill Park trail between April 2<sup>nd</sup> and October 31<sup>st</sup> of each year.
  - e. All vendors will park at the Forest Hill Park Maintenance Shop during SOJM hours.
3. Erect temporary root protection zones around the base of any trees in the parking area. The size of the protection zone will be one foot per one inch diameter of the tree. The protection zones will be removed at the end of each market.
  4. Provide the City with a list of market vendors on January 1<sup>st</sup> and July 1<sup>st</sup> of each year.
  5. Provide the City with a financial report of earnings on January 1<sup>st</sup> and July 1<sup>st</sup> of each year.
  6. Meet with the Forest Hill Neighborhood Association in March, June and September of each year to discuss any changes or concerns related to the SOJM.
  7. Guarantee that the number of market vendors does not exceed the existing footprint of the market area and that no market vendor space in any way blocks or impedes the entrance and exit to SOJM.
  8. Identify any and all market vendors who have a CPR certification and are willing to provide assistance in the event of an emergency and provide a list of said market vendors to the City.
  9. Ensure that any and all food market vendors comply with all applicable laws and regulatory guidelines of the Virginia the Department of Health, the Virginia Department of Agriculture and the City of Richmond Health

District related to required vendor licenses, health certificates, and fire permits.

10. Ensure that any and all market vendors pay any applicable Richmond City sales taxes, including any applicable meals tax.
  11. Provide and maintain two (2) standard portable toilets and one (1) accessible portable toilet for market patrons between April 2<sup>nd</sup> and October 31<sup>st</sup> of each year and one (1) standard portable toilet and one (1) accessible portable toilet for market patrons between November 1<sup>st</sup> and April 1<sup>st</sup> of each year.
  12. Ensure compliance with the Virginia Statewide Fire Prevention Code and the City of Richmond Fire Prevention and Protection Code, including making sure that each market vendor has a fire extinguisher that complies with the aforementioned codes.
  13. Guarantee that all food trucks have the required inspections for their Hood Suppression Systems and gas tank hookups for any open flame device that is used.
  14. Guarantee that a minimum of a twenty (20) foot fire lane remains clear and unobstructed for ingress and egress into the vendor area of the market.
  15. Provide the City with an ingress and egress plan for review that relates to emergency vehicles, parking patrons, and pedestrians. The plan will include driving lanes with signage for vehicle entry and exit as well as a pedestrian lane with signage that extends from the market entrance at New Kent Avenue and 42<sup>nd</sup> Street to the first permanent shelter.
  16. Conduct annual fire safety inspections and submit a report of the findings to the City by December 31<sup>st</sup> of each year.
  17. Develop and present a plan to the surrounding neighborhood civic leagues and associations that will promote alternative modes of transportation to SOJM.
- B. During the duration of this MOU, the City and GrowRVA understand that the City will:
1. Clean and maintain the area of SOJM located in Forest Hill Park.
  2. Clean and maintain the permanent restroom facilities located within the SOJM area of Forest Hill Park.

3. Permit parking as described above in Section III (A) (2) (a) through (e) of this MOU and maintain the parking lot located at Riverside Drive and New Kent Street, including surfacing repair and development of a temporary root protection zone during market hours for trees located in the parking lot.
4. Collaborate with GrowRVA and the Forest Hill Neighborhood Association to identify ways to mitigate traffic congestion resulting from SOJM.
5. Add an additional bike rack to the parking lot located at Riverside Drive and New Kent Street.

#### **IV. MODIFICATIONS**

Any modifications to this MOU will be in writing and signed by the duly authorized representatives of the parties.

#### **V. TERMINATION**

Either party may terminate this MOU, without cause, by delivery of written notice to the other party at least thirty (30) calendar days prior to the date of termination.

#### **VI. NOTICES**

Any notice to be given under this MOU shall be in writing and deemed to be sufficiently given by any one or combination of the following, whichever occurs first: (i) delivered by hand to the last known business address of the person to whom the notice is due, (ii) delivered by hand to the person's authorized agent, representative or officer wherever they may be found or (iii) enclosed in a postage prepaid envelope addressed to such last known business address and delivered to a United States Postal Service official or mailbox. Notice is effective upon such delivery.

The City


Christopher Frelke  
Director of Parks, Recreation and Community Facilities  
City of Richmond  
1209 Admiral Street  
Richmond, Virginia 23220  
(804) 646-1128  
(804) 646-7712  
Christopher.Frelke@richmondgov.com

GROWRVA, LLC

Karen Grisevich  
Founder & Owner GrowRVA  
P.O. Box 28364  
(804) 513-3100  
karen@GrowRVA.com

CITY OF RICHMOND

By:

  
\_\_\_\_\_  
Christopher Frelke, Director  
Department of Parks, Recreation and  
Community Facilities, City of Richmond

Date: 7/25/19


Approved as to form:

  
\_\_\_\_\_  
Keisha Dillard-Brady  
Assistant City Attorney

Date: 7/18/2019

GROWRVA, LLC

By:

  
\_\_\_\_\_  
Karen Grisevich, Founder & Owner  
GrowRVA, LLC

Date: 7/25/19