

INTRODUCED: June 10, 2019

AN ORDINANCE No. 2019-153

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an Assignment and Assumption of License Agreements between the City of Richmond and the Richmond Metropolitan Transportation Authority for the purpose of transferring license agreements for certain events held at Main Street Station from the Richmond Metropolitan Transportation Authority to the City.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JUN 24 2019 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 an Assignment and Assumption of License Agreements between the City of Richmond and the Richmond Metropolitan Transportation Authority for the purpose of transferring license agreements for certain events held at Main Street Station from the Richmond Metropolitan Transportation Authority to the City. The Assignment and Assumption

AYES: 8 NOES: 1 ABSTAIN: _____

ADOPTED: JUN 24 2019 REJECTED: _____ STRICKEN: _____

of License Agreements 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.



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O & R REQUEST

4-8847

MAY 24 2019

Office of the
Chief Administrative Officer

REQUEST

DATE: May 22, 2019

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: Selena Cuffee Glenn, Chief Administrative Officer

THROUGH: Lenora Reid, DCAO, Finance and Administration

THROUGH: John Wack, Director of Finance

THROUGH: Jay Brown, Director, Budget & Strategic Planning

THROUGH: Robert Steidel, DCAO, Operations

FROM: Bobby Vincent Jr., Director of Public Works

Handwritten initials and date: 88 6/6/19

RECEIVED

JUN 07 2019

OFFICE OF THE CITY ATTORNEY

Handwritten initials: JAS

SUBJECT: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER TO EXECUTE AN ASSIGNMENT AND ASSUMPTION AGREEMENT WITH THE RICHMOND METROPOLITAN TRANSPORTATION AUTHORITY

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer (CAO) to execute an assignment and assumption agreement with the Richmond Metropolitan Transportation Authority (RMTA) pertaining to license agreements for the holding of certain events at Main Street Station.

REASON: Management of the Main Street Station will be transferred to the City effective July 1, 2019. RMTA has several executed contracts for events to be held at the Main Street Station. The RMTA consents to an assumption and assignment of these contracts to the City.

RECOMMENDATION: Approval is recommended by the City Administration.

BACKGROUND: The City and the RMTA entered into the original Management Agreement on June 30, 2003, which was approved by Ordinance 2003-85-71, with a designated expiration date of June 30, 2006. The RMTA management pursuant to the agreement includes facility security (per active train station Homeland Security policies), facility caretaker (per AMTRAK/City Agreement), custodial services, event planning, facility operations for the Department of

Economic and Community Development offices in the Headhouse and general maintenance of the station (per grant obligation following the Secretary of Interior Guidelines for Rehabilitation).

The First Amendment extended the Management Agreement for two years until June 30, 2008. The Second Amendment revised the Management Agreement from granting a two (2) year extension to a (1) year extension and extended the Agreement to June 30, 2009. The Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Amendments extended the Management Agreement to June 30, 2010, June 30, 2011, June 30, 2012, June 30, 2013, June 30, 2014, June 30, 2016, and June 30, 2017, respectively. The Tenth Amendment extended the term to December 31, 2018.

At the time of the original Management Agreement, only the Main Street Station Headhouse, central plant and parking east of the Headhouse were included in the Management Agreement, representing the property under the control of the City. Since that time, the City purchased the train shed and surrounding property including the Seaboard Building at 1500 E. Franklin St. Additionally, the City built the Plaza at Main St. Station south of the Headhouse on Main St. to serve as an improved passenger drop off facility, a tourism center for the motor coach industry, a parking facility to serve the Station and opened the region's most comprehensive electric vehicle charging station capable of serving all electric cars in service. Megabus began and continues operation at the Plaza at Main St. Station and serves 11,000 Megabus passengers a month.

The Tenth Amendment clarified the definition of the Train Shed in the Management Agreement, ensuring the services extended to the newly renovated train shed while accommodating the Virginia Tourism Welcome enter (a portion of the train shed licensed to the Virginia Tourism Corporation pursuant to Ordinance No. 2016-035).

The Eleventh Amendment to the Management Agreement between the City and the RMTA approved the extension of the Management Agreement for an additional six months ending on June 30, 2019 to transition management to the City. Effective July 1, 2019, the Department of Public Works will assume management of the Main Street Station.

FISCAL IMPACT TO CITY/COST: The City's FY'20 Proposed General Fund Budget includes the operating budget for the operating and maintenance costs, utilities, security, janitorial, landscaping, payroll for building operation and management as well as revenue from rental fees.

FISCAL IMPLICATIONS: Anticipated revenue from rental fees.

BUDGET AMENDMENT NECESSARY: None

REVENUE TO THE CITY: Due to economies of scale and increased marketing efforts, DPW anticipates an increase in revenue in FY'20 which includes these assigned and assumed events.

DESIRED EFFECTIVE DATE: July 1, 2019

REQUESTED INTRODUCTION DATE: June 10, 2019

CITY COUNCIL PUBLIC HEARING: June 24, 2019

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development (June 20, 2019)

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: N/A

AFFECTED AGENCIES: Public Works

RELATIONSHIP TO EXISTING ORD. OR RES:

Ordinance 2003-85-71, Original RMA Agreement

Ordinance 2006-38-57, First Amendment

Ordinance 2008-149-147, Second Amendment

Ordinance 2009-111-120, Third Amendment

Ordinance 2010-144-143, Fourth Amendment

Ordinance 2011-125-128, Fifth Amendment

Ordinance 2012-81-82, Sixth Amendment

Ordinance 2013-115-123, Seventh Amendment

Ordinance 2014-135-130, Eight Amendment

Ordinance 2016-143, Ninth Amendment

Ordinance 2017-119, Tenth Amendment

Ordinance 2019-105, Eleventh Amendment

REQUIRED CHANGES TO WORK PROGRAM (S): None

ATTACHMENTS: Ordinance No. 2019-105, adopted April 22, 2019, Assignment and Assumption Agreement

STAFF: Jeannie Welliver, DPW (646-7322)

Lynne Lancaster, DPW (646-6006)

ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENTS

THIS ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENTS is made as of this 21st day of JULY, 2019 (the "Assignment Agreement"), among the RICHMOND METROPOLITAN TRANSPORTATION AUTHORITY, a political subdivision of the Commonwealth of Virginia ("Assignor"), and the CITY OF RICHMOND, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("Assignee"). The following recitals form the basis for this Assignment Agreement.

RECITALS:

WHEREAS, Assignor and Assignee entered into a Management Agreement dated June 11, 2003 (as supplemented and amended from time to time, the "Management Agreement"), pursuant to which Assignor provided certain management services to Assignee for Main Street Station (the "Station"); and

WHEREAS, pursuant to the Management Agreement, Assignee has entered into various license agreements with third parties for the use of portions of the Station for the holding of events, as set forth on the attached lists entitled "Main Street Station License Agreements – July 1-September 29, 2019," attached hereto as Exhibit A and incorporated by reference herein (collectively, the "License Agreements"); and

WHEREAS, the Management Agreement will expire on June 30, 2019, and Assignee will thereafter undertake management of the Station; and

WHEREAS, Assignor and Assignee mutually desire for Assignee to assume the rights and obligations under the License Agreements;

NOW, THEREFORE, in consideration of the parties' rights and obligations hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment**. Assignor hereby sells, transfers, grants, conveys and assigns to Assignee, any and all rights, title and interests and obligations that Assignor may have in, to and under the License Agreements, it being the intent of said parties that Assignee shall henceforth stand in the place and stead of Assignor in all respects under the License Agreements.

2. **Assumption**. Assignee hereby assumes the License Agreements and agrees to be bound by and to perform all obligations of Assignor under the License Agreements, except as otherwise provided under this Assignment Agreement.

3. **Exceptions**. The following provisions of the "Main Street Station Facility Use Terms and Conditions" (also referred to as the "Special Events Policies, Terms, & Conditions" and the "Terms and Conditions") incorporated by reference in the License Agreements, are not assigned or assumed pursuant to this Agreement:

a. On page 3, the provisions of the section entitled "Audio/Visual(AV)" requiring the use of a "preferred in-house AV services provider."

b. On page 3, the provision of the section entitled "Facility Use Times" requiring the use of "Admiral Security Services."

c. On page 12, the provision of the section entitled "Rigging" referring to "preferred firms for audio/visual rigging."

d. On page 16, the provision entitled "Weapons", except the requirement that the "exhibitor must comply with all Federal, State, and Local laws governing the possession and/or sale of firearms."

4. **Governing Laws.** This Assignment Agreement is governed by, and construed under, the laws of the Commonwealth of Virginia, without regard to any conflicts of law provisions or principles thereof to the contrary. Any and all disputes, claims and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, will be brought, and any judicial proceeding will take place, only in the Circuit Court of the City of Richmond, Virginia.

5. **Successors and Assigns.** This Assignment Agreement and the terms and provisions hereof, inures to the benefit of, and is binding upon, the respective successors and assigns of the Assignor and Assignee.


6. **Authority.** The Assignor and Assignee are duly organized, validly existing, and authorized to conduct their business and have full power and authority to enter into this Assignment Agreement and perform all of the obligations hereunder. The persons executing this Assignment Agreement on behalf of the Assignor and Assignee have the authority to do so. Neither the execution and delivery of this Assignment Agreement nor the performance by the Assignor and Assignee of their obligations hereunder will conflict with or result in the breach of any contract, agreement, law, rule or regulation to which the Assignor or Assignee is a party or by which either is bound. This Assignment Agreement is valid and enforceable against the Assignor and Assignee in accordance with its terms.

7. **Subject to Appropriations:** This assignments and assumptions of any and all payments and other performances by City under this Assignment Agreement are subject to annual appropriations by the City Council of the City of Richmond, Virginia. It is understood and agreed between the parties that the City will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement

IN WITNESS WHEREOF, Assignor and Assignee each has caused this Assignment Agreement to be executed by its duly authorized representative as of the date first written above.

[SIGNATURE PAGE TO FOLLOW]

CITY OF RICHMOND, VIRGINIA

By 
Name: Selena Cuffey-Blair
Title: CAO
Date: July 25, 2019

Approved as to form


Assistant City Attorney

RICHMOND METROPOLITAN
TRANSPORTATION AUTHORITY


By 
Name: Joi Dean
Title: CEO
Date: JUNE 27, 2019

Exhibit A
Main Street Station License Agreements
July 1-September 29, 2019

| Month | Date | Event | Agreement Number |
|------------------|-------------|---------------------------|---|
| July | 7/6/2019 | Owens Wilson Wedding | # 070619 |
| | 7/7/2019 | Trice Cupp Wedding | # 07072019 |
| | 7/13/2019 | Perlman Wedding | # 071319 (Two Agreements, one for Shed dated 7/9/18 and one for Head House dated 8/10/18) |
| | 7/14/2019 | Johnson Wedding | # 071419 |
| | 7/27/2019 | Powell Wedding | # 072719 |
| | 7/28/2019 | Wilson Hamilton | #072819 |
| August | 8/3/2019 | Bazdar Wedding | # 080319 |
| | 8/4/2019 | 423 Jazz Fundraiser | # 08042019 |
| | 8/10/2019 | Hulsey Wedding | # 081019 |
| | 8/14/2019 | Capital One | # 081419 |
| | 8/17/2019 | Young Peck Wedding | # 081719 |
| | 8/24/2019 | Burton Wedding | # 082419 |
| | 8/31/2019 | Heyabe Kidanc Wedding | # 08312019 |
| September | 9/1/2019 | Anderson Wedding | # 090119 |
| | 9/1/2019 | Lunberg Wedding | # 090119 |
| | 9/7/2019 | Martins- Such Wedding | # 090719 |
| | 9/14/2019 | Beecroft-Cooke Wedding | # 091419 |
| | 9/15/2019 | Richmond Wedding 2nd Show | Agreement dated 8/16/18 |
| | 9/26/2019 | CFF Starry Night Event | # 092619 |
| | 9/29/2019 | Drake Wedding | # 09292019 |