

INTRODUCED: September 9, 2019

AN ORDINANCE No. 2019-254

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: SEP 23 2019 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

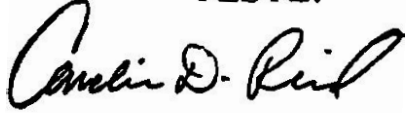
§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute an Assignment and Assumption of License Agreements between the City of Richmond and the Richmond Metropolitan Transportation Authority for the purpose of transferring license agreements for certain events held at Main Street Station from the Richmond Metropolitan Transportation Authority to the City. The Assignment and Assumption

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: SEP 23 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.

A TRUE COPY:
TESTE:

City Clerk



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O & R REQUEST

4-9039

AUG 06 2019

Office O&R

Chief Administrative Officer

REQUEST

DATE: August 5, 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

RECEIVED

SEP 03 2019

OFFICE OF THE CITY ATTORNEY

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 was 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 the remaining 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 assumed management of the Main Street Station.

FISCAL IMPACT TO CITY/COST: The City's FY'20 Adopted 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: Upon adoption

REQUESTED INTRODUCTION DATE: September 9, 2019

CITY COUNCIL PUBLIC HEARING: September 23, 2019

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development (September 19, 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, Exhibit A, Assignment and Assumption Agreement

STAFF: Jeannie Welliver, DPW (646-7322)
Lynne Lancaster, DPW (646-6006)

**Eleventh Amendment to
Management Agreement
by and Between
City of Richmond, Virginia, and
Richmond Metropolitan Transportation Authority**

THIS ELEVENTH AMENDMENT TO MANAGEMENT AGREEMENT ("Eleventh Amendment") is made as of _____, 2019 (the "Effective Date"), between the CITY OF RICHMOND, a municipal corporation of the Commonwealth of Virginia (the "City"), and the RICHMOND METROPOLITAN TRANSPORTATION AUTHORITY, a political subdivision of the Commonwealth of Virginia and previously known as the "Richmond Metropolitan Authority" or "RMA" ("RMTA"):

WITNESSETH:

WHEREAS, the City and RMTA entered into a Management Agreement dated June 11, 2003 (as supplemented and amended from time to time, the "Management Agreement"), pursuant to which RMTA provided certain management services to the City for Main Street Station (the "Station"), and which Management Agreement was extended by the certain First Amendment to Management Agreement between the parties dated as of June 1, 2006 (the "First Amendment");

WHEREAS, the original Management Agreement as then in effect between the parties provided that the City and RMTA may agree to mutually extend the term of the Management Agreement for additional two (2) year terms following expiration of the Management Term, as therein defined, as provided in Section 7.1 thereof;

WHEREAS, notwithstanding the provisions of Section 7.1 of the Management Agreement, the City and the RMTA entered into that certain Second Amendment to Management Agreement dated as of July 1, 2008 to extend the Management Agreement by one year rather than the two year terms provided for in Section 7.1 of the Management Agreement;

WHEREAS, notwithstanding the provisions of Section 7.1 of the Management Agreement, the City and the RMTA entered into that certain Third Amendment to Management Agreement dated as of July 1, 2009 to extend the Management Agreement by one year rather than the two year terms provided for the Section 7.1 of the Management Agreement;

WHEREAS, notwithstanding the provisions of Section 7.1 of the Management Agreement, the City and the RMTA entered into that certain Fourth Amendment to Management Agreement dated as of July 1, 2010 to extend the Management Agreement by one year rather than the two year terms provided for the Section 7.1 of the Management Agreement;

WHEREAS, notwithstanding the provisions of Section 7.1 of the Management Agreement, the City and the RMTA entered into that certain Fifth Amendment to Management Agreement dated as of July 1, 2011 to extend the Management Agreement by one year rather than the two year terms provided for the Section 7.1 of the Management Agreement;

WHEREAS, notwithstanding the provisions of Section 7.1 of the Management Agreement, the City and the RMTA entered into that certain Sixth Amendment to Management Agreement dated as of July 1, 2012 (the "Sixth Amendment") to extend the Management Agreement by one year rather than the two year terms provided for the Section 7.1 of the Management Agreement;

WHEREAS, notwithstanding the provisions of Section 7.1 of the Management Agreement, the City and the RMTA entered into that certain Seventh Amendment to Management Agreement dated as of July 1, 2013 to extend the Management Agreement by one year rather than the two year terms provided for the Section 7.1 of the Management Agreement;

WHEREAS, pursuant to the provisions of Section 7.1 of the Management Agreement, the City and the RMTA entered into that certain Eighth Amendment to Management Agreement dated as of July 1, 2014 to extend the Management Agreement by two years;

WHEREAS, notwithstanding the provisions of Section 7.1 of the Management Agreement, the City and the RMTA entered into that certain Ninth Amendment to Management Agreement dated as of July 1, 2016 to extend the Management Agreement by one year rather than the two year terms provided for the Section 7.1 of the Management Agreement;

WHEREAS, notwithstanding the provisions of Section 7.1 of the Management Agreement, the City and the RMTA entered into that certain Tenth Amendment to Management Agreement dated as of August 3, 2017 to extend the Management Agreement to December 31, 2018 rather than for a two-year term as provided in Section 7.1 of the Management Agreement;

WHEREAS, notwithstanding the provisions of Section 7.1 of the Management Agreement, the parties now desire to extend the term of the Management Agreement to June 30, 2019, rather than for a two-year term;

WHEREAS, since January 1, 2019, RMTA has continued to provide services to the City pursuant to the terms and conditions of the Management Agreement, which services the City requested and accepted, and the City and RMTA have proceeded in all respects as though the Management Agreement were still in force and in effect; and

WHEREAS, the parties deem it to be to their mutual benefit to properly ratify and document the exercise of their option to extend the Management Agreement by this Eleventh Amendment.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements herein contained and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the City and RMTA agree as follows:

1. This Eleventh Amendment shall become effective as of the Effective Date. Unless modified by this Eleventh Amendment, all other terms and conditions of the Management Agreement shall remain in force and effect. All obligations of the parties hereto accruing prior to the Effective Date, including any accrued but unpaid sums, amounts and fees, shall continue to be the respective obligations of each party on, from, and after the Effective Date.

2. Notwithstanding the provisions of Section 7.1 of the Management Agreement, the City and RMTA hereby mutually agree to extend the term of the Management Agreement to June 30, 2019 (such period is the "Renewal Term"), unless otherwise sooner terminated pursuant to the terms of the Management Agreement, or modified pursuant to the Management Agreement.

3. It is understood and agreed between the parties herein that all payments and other performance by the City under the Management Agreement, as amended by this Eleventh Amendment, are subject to annual appropriations by the City Council; consequently, the Management Agreement, as amended by this Eleventh Amendment, shall bind the City only to the extent that the City Council appropriates sufficient funds for the City to perform its obligations hereunder. Under no circumstances shall the City's total liability under the Management Agreement, as amended by this Eleventh Amendment, exceed the total amount of funds appropriated by the City Council for the City's payments under and performance of the Management Agreement, as amended by this Eleventh Amendment. The City shall provide RMTA prompt notice of any such insufficiency of funding or failure to appropriate. The City acknowledges the ability of RMTA to terminate the Management Agreement under Section 15.2(a) thereof, in whole or in part, at any time upon 90 days written notice for any reason, including lack of appropriated funds.

4. All provisions, terms and conditions of the Management Agreement shall apply during the Renewal Term.

5. Terms used in this Eleventh Amendment and not defined herein shall have the meaning given to them in the Management Agreement. Unless the context otherwise requires, the term "Management Agreement" shall mean the original Management Agreement as supplemented and amended to the date hereof.

6. In the event of a conflict between the terms, conditions, and provisions of this Eleventh Amendment and the Management Agreement, the terms of this Eleventh Amendment shall prevail.

7. Except as expressly modified by this Eleventh Amendment, all of the terms and provisions of the Management Agreement are hereby ratified and confirmed and shall remain in full force and effect.

8. This Eleventh Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

9. All acts of the City and RMTA in performance of the Management Agreement through the Effective Date are hereby ratified.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES ON FOLLOWING PAGE.**

IN WITNESS WHEREOF, this Eleventh Amendment has been entered into as of the date first above written, by the respective officers of the parties hereto, thereunto duly authorized.

CITY OF RICHMOND, VIRGINIA

Date: _____

BY: _____
Selena Cuffee-Glenn, CAO

Approved as to Form:
Asst. ~~City~~ City Attorney

**RICHMOND METROPOLITAN
TRANSPORTATION AUTHORITY**

Date: _____

BY: _____

Exhibit A
Main Street Station License Agreements
October 1, 2019-October 10, 2020

Month	Date	Event	Agreement Number
October	10/9/2019	Swamfest	Agreement executed 4/3/19
	10/13/2019	Boyle Wedding	#101319
	10/17/2019	VCU Founders' Society Dinner	#05082019
	10/19/2019	Liz Beran Wedding	#101919
	10/22/2019	Hunton Andrews Kurth Partners Meeting	#10222019
	10/26/2019	Addison Wedding	#102619
November	11/2/2019	Davis Wedding	#11022019
	11/9/2019	Richards Wedding	#11092019
	11/10/2019	Mayer Weeding	#111022019
December	12/3/2019	Alsop Conference	#12032019
	12/7/2019	Advance Tec Party	#12072019
	12/11/2019	Capital One Party	#12112019
	12/14/2019	Bon Secours Party	#121419
	12/28/2019	Gould Geisinger Wedding	#12282019
	12/29/2019	Thomas Wedding	#12292019
January	1/4/2020	Mosman Reception	#010420
February	2/6/2020	Family Lifeline Party	#020620
	2/08/2020	St. Christopher's School Auction	#02082020
March	3/21/2020	ASK Gala	#032120
April	4/4/2020	Harris Wedding	#442020
	4/5/2020	Brown-Fareed Wedding	#04052020
June	6/6/2020	Belza-Radest Wedding	#06062020
September	9/11/2020	Simpson-Bryant Wedding	#91120
October	10/10/2020	Ngo Wedding	#10102020

ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENTS

THIS ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENTS is made as of this _____ day of _____, 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 – October 1, 2019-October 10, 2020," attached hereto as Exhibit A and incorporated by reference herein (collectively, the "License Agreements"); and

WHEREAS, the Management Agreement expired on June 30, 2019, and Assignee has undertaken 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

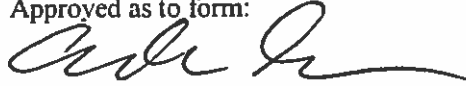
IN WITNESS WHEREOF, Assignor and Assignee each has caused this Assignment Agreement to be executed by its duly authorized representative as of the date first written above.

[SIGNATURE PAGE TO FOLLOW]

CITY OF RICHMOND, VIRGINIA

By _____
Name: _____
Title: _____
Date: _____, 2019

Approved as to form:



Assistant City Attorney

**RICHMOND METROPOLITAN
TRANSPORTATION AUTHORITY**

By _____
Name: _____
Title: _____
Date: _____, 2019