

INTRODUCED: November 8, 2021

AN ORDINANCE No. 2021-318

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an Assignment, Assumption and Amendment of Main Street Station License Agreement between the Richmond Metropolitan Transportation Authority, the City of Richmond, Virginia, and Variant Events, LLC for the purpose of assigning to the City of Richmond the Richmond Metropolitan Transportation Authority's license agreement with Variant Events, LLC for Variant Events, LLC's continued use of Main Street Station at 1500 East Main Street in the city of Richmond.

\_\_\_\_\_  
Patron – Mayor Stoney

\_\_\_\_\_  
Approved as to form and legality  
by the City Attorney  
\_\_\_\_\_

PUBLIC HEARING: DEC 13 2021 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, Assumption and Amendment of Main Street Station License Agreement between the Richmond Metropolitan Transportation Authority, the City of Richmond, Virginia, and Variant Events, LLC for the purpose of assigning to the City of Richmond the Richmond Metropolitan Transportation Authority's license agreement with Variant Events, LLC for Variant Events, LLC's continued use of Main Street Station at 1500

AYES:                    9                    NOES:                    0                    ABSTAIN:                    \_\_\_\_\_

ADOPTED:            DEC 13 2021            REJECTED:            \_\_\_\_\_            STRICKEN:            \_\_\_\_\_

East Main Street in the city of Richmond. The Assignment, Assumption and Amendment of Main Street Station License Agreement 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:  
*Amelia D. Reed*  
City Clerk



# CITY OF RICHMOND

## INTRACITY CORRESPONDENCE

O&R

**REQUEST**

**DATE:** September 14<sup>th</sup>, 2021 **EDITION:** 1

**TO:** The Honorable Members of City Council

**THROUGH:** The Honorable Levar M. Stoney, Mayor *[Signature]*

**THROUGH:** Lincoln Saunders, Acting Chief Administrative Officer *[Signature]*

**THROUGH:** Shelia White, Director of Finance *[Signature]*

**THROUGH:** Jason May, Interim Director, Budget & Strategic Planning *[Signature]*

**THROUGH:** Robert Steidel, DCAO, Operations *[Signature]*

**FROM:** Bobby Vincent Jr., Director of Public Works *[Signature]*

**SUBJECT:** To authorize the acting Chief Administrative Officer (CAO) to execute an Assignment, Assumption and Amendment Agreement with the Richmond Metropolitan Authority and Variant Events.

**ORD. OR RES. No.** \_\_\_\_\_

**PURPOSE:** To authorize the Acting Chief Administrative Officer (CAO) to execute an assignment, assumption and amendment agreement with the Richmond Metropolitan Transportation Authority (RMTA) pertaining to the license agreement with Variant Events.

**REASON:** The management of the Main Street Station was transferred from the Richmond Metropolitan Transportation Authority (RMTA) to the City effective July 1, 2019. The RMTA has a multi-year executed contract with Variant Events for their annual event, The Virginia Wine Expo. This contract included terms for three events to take place at Main Street Station. Due to the Covid pandemic, the third event did not occur. Variant Events would like to amend the original contract with the terms listed on Appendix A: Assignment, Assumption and Amendment of Main Street Station License Agreement. The RMTA and Variant Events consents to an assumption, assignment and amendment of this contract to the City.

**RECOMMENDATION:** Approval is recommended by the City Administration.

**BACKGROUND:** The management of the Main Street Station was transferred to the City's Department of Public Works (DPW) effective July 1, 2019. Ordinance No. 2019-154 adopted on June 24, 2019 amended Appendix A to create a Main Street Station Fee Schedule. The DPW's management team continues

maximize the revenue opportunities to strengthen the City's ability and capacity to effect economic development through Main Street Station.

Appendix A – Assignment, Assumption and Amendment of Main Street Station License Agreement

**FISCAL IMPACT TO CITY/COST:** The Main Street Station Budget was approved as part of the FY'22 Special Fund Budget which 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:** Revenue will be generated from this event.

**BUDGET AMENDMENT NECESSARY:** None

**REVENUE TO THE CITY:** Revenue for this event will be \$28,600.

**DESIRED EFFECTIVE DATE:** Upon adoption

**REQUESTED INTRODUCTION DATE:** November 8<sup>th</sup>, 2021

**CITY COUNCIL PUBLIC HEARING:** December 13<sup>th</sup>, 2021

**REQUESTED AGENDA:** Consent

**RECOMMENDED COUNCIL COMMITTEE:** Finance and Economic Development (October 21, 2021)

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:** N/A

**AFFECTED AGENCIES:** Public Works

**RELATIONSHIP TO EXISTING ORD. OR RES:**  
Ordinance 2019-154 Amended Appendix A Schedule of Fees for Main Street Station

**REQUIRED CHANGES TO WORK PROGRAM (S):** None

**ATTACHMENTS:** Appendix A: Assignment, Assumption and Amendment of Main Street Station License Agreement

**STAFF:** Dironna Moore Clarke, DPW (646-3074)  
Crystal Lowery, DPW (646-1862)

**ASSIGNMENT, ASSUMPTION AND AMENDMENT  
OF MAIN STREET STATION LICENSE AGREEMENT**

THIS ASSIGNMENT, ASSUMPTION, AMENDMENT OF MAIN STREET STATION LICENSE AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the “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”), and VARIANT EVENTS, LLC (“Licensee”, together with Assignor and Assignee, the “parties”). The following recitals form the basis for this 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, Assignor has entered into a certain license agreement with Licensee, titled “Main Street Station License Agreement” and dated July 13, 2018 for the use of portions of the Station for the holding of events, including (the “License Agreement”); and

**WHEREAS**, the Management Agreement expired on June 30, 2019, and Assignee has undertaken management of the Station; and

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

**WHEREAS**, Assignee and Licensee mutually desire certain amendments to the License Agreement more fully described herein;

**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 Agreement.

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

**3. Acknowledgement.** Licensee acknowledges i) Assignor’s right, pursuant to Section 25 of the License Agreement, to assign the License Agreement to “any successor operator/manager of Main Street Station,” ii) that Assignee is such a successor operator and manager of Main Street Station, and, iii) that this Agreement, once executed, shall effect the assignment and assumption of the License Agreement from Assignor to Assignee.

**4. Exceptions.**

i) The following provision of Paragraph 9 of the License Agreement is not assigned or assumed pursuant to this Agreement: “There are preferred providers for food, beverage, cleaning, rigging, installation and audio-visual, and information is available concerning such preferred providers on request from the Licensor and the City of Richmond.”

ii) 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 into the License Agreement pursuant to paragraph 5(C) of the License Agreement, 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.”

**5. Amendments.** Licensee and Assignee hereby agree to the following amendments to the License Agreement, which shall be effectively immediately upon execution of this Agreement.

i) Licensee and Assignee acknowledge and agree that, for purposes of safety and compliance with applicable regulation due to the COVID-19 pandemic, it was not practically possible to hold the “2021 Event” on the originally scheduled dates as set forth in Section A of the Addendum. Accordingly, Section A of the Addendum pertaining to the “2021 Event Schedule” is hereby stricken and replaced with the following:

**Event Dates & Details- March 2<sup>nd</sup> – March 7<sup>th</sup>, 2022**

- Wednesday, March 2<sup>nd</sup>
  - Head House, Kitchen & Shed
    - 8am to 6pm

- Thursday, March 3<sup>rd</sup> – Load In
  - Head House, Kitchen & Shed
    - 8am to 6pm
- Friday, March 4<sup>th</sup> –Load In & Seminar
  - Head House, Kitchen & Shed
    - 8am to 6pm
- Friday, March 4<sup>th</sup> –Event
  - 1<sup>st</sup> Floor Shed with access to Kitchen
    - 6pm to 10pm
- Saturday, March 5<sup>th</sup> –Events (with access to Kitchen)
  - Head House
    - 930am to 730pm
  - Shed
    - 11am to 10pm
- Sunday, March 6<sup>th</sup> –Events (with access to Kitchen)
  - Head House
    - 930am to 1pm
  - Shed
    - 12pm to 430pm
  - Load out
    - 2pm to 8pm
- Monday, March 7<sup>th</sup> –Load Out
  - Head House, Kitchen & Shed
    - 8am to 6pm

iii) Section B(1)(c) of the Addendum is hereby stricken and replaced by the following:

Event Year 2021:

As a Use Fee for the use of the Authorized Areas for the period of March 2<sup>nd</sup>, 2022 to March 7<sup>th</sup>, 2022, Licensee shall pay to the Licensor such fees as set forth in subsection B(2), below. Such Use Fee and accompanying fees are to be paid to Licensor at Licensor’s office in Main Street Station, by certified or cashier’s check payable to the City of Richmond.

iv) The provisions of subsection B(2) of the Addendum pertaining to “Event Year 2021” are hereby stricken and replaced by the following:

**Event Year 2021:**

(a) Licensor shall pay a total Use Fee in the amount of \$28,600;

(b) \$2,860 (10% of the total) due to Licensor immediately upon execution of the Assignment, Assumption, and Amendment of Main Street Station License Agreement;

(c) \$12,870 due by January 2<sup>nd</sup>, 2022; and final balance of \$12,870 due by February 15<sup>th</sup>, 2022

iv) Subsection D(1) of the Main Street Station License Agreement Event Addendum (the “Addendum”), entitled “Not-to-Compete,” is amended to include the following provision:

Notwithstanding any other provision of this subsection, this subsection shall be in effect only if the Event for Event Year 2021 is held on the dates of March 2<sup>nd</sup>, 2022 to March 7<sup>th</sup>, 2022. If the Event is rescheduled for any reason, including but not limited to legal restrictions regarding Covid-19 pandemic or an event constituting force majeure under paragraph 17 of the License Agreement, this provision shall not be binding upon Assignee.

v) Subsection D(2) of the Addendum entitled “Confidential Information,” hereby amended to include the following provision:

Licensee shall clearly label all documents Licensee provides to Assignee which Licensee desires to be treated as Confidential Information as “Confidential,” and such documents shall only be subject to the provisions of this subsection to extent they are so labeled.

vi) The Addendum is hereby amended to include the following new section 5:

5. Option to Postpone. If no legal or regulatory restrictions prevent the event from taking place during the scheduled dates for Event Year 2021 (March 2, 2022-March 7, 2022), but due to the Covid-19 pandemic, Licensee believes in good faith that holding the event is not practically possible or not reasonably feasible, Licensee may elect to postpone the Event to an alternate date. Any such alternate date shall be within 18 months of March 2, 2022, shall be subject to the availability of the Station, and shall otherwise be subject to the agreement of Assignee. If Licensee elects to postpone the event pursuant to this Section, Licensee shall notify Assignee no later January 15, 2022.

vii) Section 17 of the License Agreement is hereby amended to state the following:

“Except for Licensee’s obligations to pay the Use Fee and other such fees as provided under this License Agreement, which shall be subject to the proportional refund provisions set out in the second paragraph of this section, either party may...”

viii) Section 17 of the License Agreement is hereby amended to include the following provision:



The parties agree and acknowledge that, in the event that the event may not be legally held due to law or regulation enacted in response to the Covid-19 pandemic, such a prohibition shall be considered an event of force majeure and subject to the provisions of this section.

**6. Notice.** Any notice or communications to Assignee required by this Agreement or the License Agreement shall be in writing, and shall be hand delivered or sent by United States mail to the addresses shown below, or as the parties subsequently designate in writing:

City of Richmond  
c/o Crystal Lowery  
1500 East Main Street  
Richmond, VA 23219

**7. Governing Laws.** This 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 General District Court or Circuit Court of the City of Richmond, Virginia.

**8. Successors and Assigns.** This Agreement and the terms and provisions hereof, inures to the benefit of, and is binding upon, the respective successors and assigns of the parties.

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

**10. CAO Authorized to Act.** Except as specifically otherwise set forth in this Agreement, the City's Chief Administrative Officer or the designee thereof may provide any authorization, approvals, and notices contemplated herein on behalf of the Assignee.

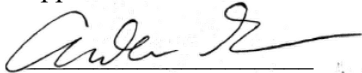
**11. Subject to Appropriations:** This assignments and assumptions of any and all payments and other performances by Assignee under this Agreement are subject to annual appropriations by the City Council of the City of Richmond, Virginia. It is understood and agreed amongst the parties that the City 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, Assignee, Licensee each have caused this Agreement to be executed by its duly authorized representative as of the date first written above.

**CITY OF RICHMOND, VIRGINIA**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2021

Approved as to form:

  
Assistant City Attorney

**RICHMOND METROPOLITAN  
TRANSPORTATION AUTHORITY**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2021

**VARIANT EVENTS LLC**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2021