

INTRODUCED: November 8, 2021

AN ORDINANCE No. 2021-314

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a License Agreement between the City of Richmond and the Virginia Tourism Authority, doing business as Virginia Tourism Corporation, for the purpose of facilitating the continued operation of the Welcome Center in the 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 a License Agreement for the purpose of facilitating the continued operation of the Welcome Center in the Main Street Station at 1500 East Main Street in the city of Richmond. The 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

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: DEC 13 2021 REJECTED: _____ STRICKEN: _____

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CITY OF RICHMOND

INTRACITY CORRESPONDENCE

O&R REQUEST

DATE: August 16, 2021 **EDITION:** 1

TO: The Honorable Members of City Council

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

THROUGH: J.E. Lincoln Saunders, Chief Administrative Officer *[Signature]*

THROUGH: Sheila 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]*

RE: To Authorize the Chief Administrative Officer to enter into a License Agreement with the Virginia Tourism Authority to partner in the operations of a Welcome Center located at the Main Street Station, 1500 E. Main Street, Richmond, Virginia, 23219

ORD. OR RES. No. _____

PURPOSE: To Authorize the Chief Administrative Officer to enter into a License Agreement with the Virginia Tourism Authority to partner in the operations of a Welcome Center located at the Main Street Station, 1500 E. Main Street, Richmond, Virginia, 23219.

REASON: The City wishes to continue its partnership with the Commonwealth on its Welcome Center in the Main Street Station (see attached rendering Exhibit A). This partnership allows the visitor center to capitalize on the Station's iconic gateway architecture and strategic position along the I-95 corridor. Main Street Station is the face of transportation and has become Richmond's landmark architectural brand along the I-95 interstate corridor for the 65 million passerby annually. The Station serves as the regional multimodal transportation center and is strategically positioned in the nexus of transportation infrastructure in the capital city and central business district.

This iconic National Historic landmark was constructed by the railroads in 1901 to serve as the downtown passenger rail station and a gateway welcome to our region. The Station's train shed

provides seamless transportation connectivity and choices including future Bus Rapid Transit, MegaBus, AMTRAK, shuttles, motor coach connections, Bike Share, electric vehicle charging stations, and bikeways connecting the Virginia Capital Trail to the Capitol as well as over 800 GRTC busses circulating the Station's boundary on a daily basis. The administrative location for the welcome center is shown in exhibits B and C.

BACKGROUND: Tourism is an instant revenue generator in Richmond and Virginia. More than 7.7 million people visit the Richmond Region annually, contributing more than \$2.6 billion to the local economy. Tourism generates more than 24,000 jobs in the Richmond Region. If not for tourism spending, Richmond Region households would pay an additional \$585 per year in tax.

Tourism is one of Virginia's most powerful industries—bringing in 1.8 billion in tax revenue and supporting hundreds of thousands of jobs for Virginians. In 2019, domestic travelers spent \$27 billion on transportation, lodging, food amusement and recreation, as well as retail shopping in Virginia. This represents a 3.4 percent increase from 2018. Domestic travel expenditures directly supported 237,000 jobs within Virginia, an increase of 0.9% over 2018. The travel industry is the fifth largest private employer in Virginia. Domestic travel in Virginia directly generated more than 1.6 billion in tax revenue for state and local governments in 2015.

Facts on the Domestic Tourism Industry in Virginia:

- Spending by domestic travelers was \$73 million a day in Virginia during 2019.
- The travel industry is the fifth largest private employer in Virginia.
- Virginia ranks 8th in domestic traveler spending among 50 states and Washington D.C.

What tourism tax revenue means to Virginia and the region:

Every \$1 Virginia invests in tourism marketing generates \$7 in tax revenue for the Commonwealth. That's a 7:1 return on investment.

- This aforementioned Virginia tourism information as well as additional information on the economic impact of tourism in Virginia, including information for localities is available at <http://www.vatc.org/research/economicimpact/>.
<https://www.visitrichmondva.com/partners/economic-impact/>

RECOMMENDATION: Approval is recommended by the City Administration

FISCAL IMPACT / COST: The City will receive rent of \$1 for the license term. The Virginia Tourism Authority will provide the staffing and all associated costs for staffing the Welcome center and will operate out of Main Street Station.

FISCAL IMPLICATIONS: None

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: The City will receive nominal rent of \$1 for the license term.

DESIRED EFFECTIVE DATE: Upon adoption of this ordinance.

REQUESTED INTRODUCTION DATE: November 8, 2021

CITY COUNCIL PUBLIC HEARING DATE: December 13, 2021

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing & Transportation Standing Committee Meeting on November 16, 2021

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: License Agreement has been approved to form by the Virginia Tourism Authority.

AFFECTED AGENCIES: Department of Public Works

RELATIONSHIP TO EXISTING ORD. OR RES.: None

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS:

- License Agreement, Exhibit A (Rendering), Exhibit B Exhibit C

STAFF: Dironna Clarke, Office of Equitable Transit and Mobility

LICENSE AGREEMENT

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, (“License”) made and entered into this _____ day of _____, by and between the City of Richmond (“Licensor”) and the Virginia Tourism Authority doing business as the Virginia Tourism Corporation, a public body corporate and political subdivision of the Commonwealth of Virginia (“Licensee”)

RECITALS

Whereas, an important priority for the region is to promote seamless multimodal transportation options to the commuter and traveler and to provide comprehensive travel destination and transit information; and,

Whereas, an important priority of the Licensor and Licensee is to generate increased tourism in the Commonwealth of Virginia: and,

Whereas, an important priority for the economy of the Commonwealth is to increase economic development and revenues through tourism; and,

Whereas, the Licensor and Licensee, pursuant to a License Agreement dated February 27, 2017 authorized by City Ord. No. 2016-305 (the “2017 License Agreement”), partnered in the development and the operations of a welcome center for the Commonwealth (the “Welcome Center”) to be located at the Main Street Station located at 1500 E. Main St., Richmond, Virginia 23219; and,

Whereas, the Licensor and Licensee agree that the continuation of a highly visible Welcome Center at the Main Street Station is an excellent way to promote tourism; and,

Whereas, the Licensor and Licensee intend to promote the center as a Welcome Center; and,

Whereas, the Licensor and Licensee intend to partner in promoting attractions at the Main Street Station;

Whereas, the Licensor and Licensee intend to continue the partnership set forth in the 2017 License Agreement;

Now, therefore, the parties agree as follows:

AGREEMENT

1. The recitals above are incorporated herein by reference.
2. The parties, by mutual agreement for the mutual benefit of both parties, agree that the 2017 License Agreement is hereby terminated and replaced in its entirety by this License.

3. The term of the License (the “Term”) shall be five (5) years, beginning on _____ (the “Commencement Date”), and terminating on _____ (the “Termination Date”). The Licensor and Licensee may agree to renew this License for up to three (3) five-year renewal terms, provided that any such renewal term must be approved by the City Council for the City of Richmond (each a “Renewal Term”). The Initial Term and all Renewal Terms shall be collectively referred to herein as “Term.”
4. The Licensor, in consideration of One Dollar (\$1.00) and other valuable consideration paid by the Licensee for the term of this License Agreement (the “License Fee”), the receipt and sufficiency whereof is hereby acknowledged, does grant unto Licensee, its successors and assigns, a License to operate and maintain a Welcome Center and Office located at Main Street Station, 1500 E. Main St., in the City of Richmond, Virginia, at a space more particularly defined in the drawings attached hereto as “Exhibit A” and “Exhibit C” (the “Licensed Space”).
5. The Licensee agrees to the following operational requirements of the Licensed Space as conditions of this License:
 - a. The Welcome Center shall be open, accessible, and fully stocked with tourism-related brochures and content showcasing the Commonwealth of Virginia at the location shown on Exhibit A. The Welcome Center will be accessible year-round and seven days a week, except in cases of safety issues and emergencies and except as may be needed for maintenance, repair, renovation, or reconstruction and except for agreed-upon holidays (which shall include, at a minimum, Thanksgiving Day, Christmas Day, and New Year’s Day), during the times determined by the Licensee.
 - b. The Welcome Center shall be open and fully operational and staffed at the location shown on Exhibit A four (4) days per week (Thursday – Sunday) for at least eight (8) hours per day, except in cases of safety issues and emergencies and except as may be needed for maintenance, repair, renovation, or reconstruction and except for agreed-upon holidays (which shall include, at a minimum, Thanksgiving Day, Christmas Day, and New Year’s Day), during the times determined by the Licensee.
 - c. Should it be determined by Licensee that visitation has increased and necessitates an expansion of fully operational hours (7 days a week at least four (4) hours a day), except in cases of safety issues and emergencies and except as may be needed for maintenance, repair, renovation, or reconstruction and except for agreed-upon holidays (which shall include, at a minimum, Thanksgiving Day, Christmas Day, and New Year’s Day), during the times determined by the Licensee. Licensee may consider such an expansion of hours at its sole discretion. Approval of such expanded hours will be made in writing by Licensee (email is acceptable).
 - d. Licensor may request, on an as needed basis, that the Welcome Center be open and fully operational during specific hours to support special events contracted by

- the City of Richmond. Such requests may be considered and approved by Licensee in writing, at Licensee's sole discretion (email approval is acceptable).
- e. The layout for the Welcome Center shall be as depicted on the attached Exhibit B. The Licensee shall maintain the Welcome Center as depicted in the layout and in a clean and commercially acceptable condition.
 - f. The Licensee shall maintain an Office for use by its employees in the location shown on Exhibit C.
 - g. The Licensee shall operate the Licensed Space with content showcasing the Commonwealth of Virginia
 - h. The Licensee shall be solely responsible for its employees at the Welcome Center at Main Street Station and shall require them to act in a courteous and reasonably acceptable manner.
 - i. The Licensee shall be responsible for, at its own expense, any telephone, internet, cable service or other similar services that the Licensee deems necessary to operate the Welcome Center and Office and for any personal property within the Licensed Space, including, but not limited to: computer hardware and other technical equipment for electronic displays, touch screens, touch pads, computer monitors and the like as the Licensee's property within the Licensed Space.
 - j. Except where designated as the responsibility of the Licensee herein, the Licensor shall be responsible for all maintenance and upkeep of Main Street Station, including custodial services and any necessary repairs.
6. Title to all fixtures, furniture, information desk and other fixed building assets including the slat walls and panels for Licensee's advertisements (collectively the "Improvements") erected or constructed within or attached to the Licensed Space by Licensor or Licensee shall immediately vest in or remain with the Licensor upon installation. Licensor shall have the right to inspect, upgrade, improve, rebuild, remove, repair, relocate the Improvements as Licensor deems necessary. The Licensee may make such changes, alterations, substitutions, additions to or extensions of the improvements upon receiving written approval from the Director of Public Works for the City of Richmond, Virginia.
 7. The Licensor does further license to Licensee, for the purpose of maintaining and operating the Welcome Center and Office, a license to ingress and egress from the Licensed Space. The Licensee agrees to ingress and egress from the Licensed Space in such a manner as to cause the least practicable damage to the Licensed Space and the least practicable inconvenience to the Licensor.
 8. The Licensee shall repair any damage to the Licensed Space caused by the Licensee in the process of operating the Licensed Space, or in the exercise of its license to ingress or egress.
 9. The Licensee shall procure and maintain, at its own cost and expense, during the entire term of this License and for any other period it benefits under this License, the following types of insurance:
 - a. Worker's Compensation – A policy complying with the requirements of the

statutes of the Commonwealth of Virginia (Virginia Code 65.2 *et. seq.*) or an approved self-insurance program and such other jurisdiction(s) in which the work will be performed for insured or self- insured programs, and shall waive subrogation rights including any formal insurance policy so endorsed stating the same.

Workers Compensation:	STATUTORY
Employer’s Liability: Each Accident	\$500,000
Disease Policy Limits	\$1,000,000
Disease – Each Employee	\$1,000,000

If use of the Licensed Space by the Licensee calls for any exposure or work to be performed which comes under the jurisdiction of the Federal Employers Liability Act, the contractor shall provide coverage for these requirements.

- b. Commercial /Comprehensive General Liability – The Licensee shall provide a valid Certificate of Insurance listing the insurance coverage maintained. The liability insurance maintained by the Licensee shall include, at a minimum the following coverage:

- Premises – Operations
- Contractual – This Contract
- Broad Form Property Damage / Fire Legal Liability
- Personal Injury
- Independent Contractors

The minimum Limit of Liability shall be:

Bodily Injury (per person / occurrence)	\$1,000,000
Property Damage (per occurrence)	\$1,000,000
Or	
Combined Single Limit per Occurrence	\$5,000,000

If the insurance contract has a Limit of Liability Aggregate, the minimum Aggregate level shall be \$5,000,000 per policy year.

The Licensor shall be included as an additional insured with respect to all activities under this License and the Licensee shall provide a valid certificate of insurance to the Licensor.

- 10. These special provisions shall apply to the insurance required to be provided by the Licensee:

- a. The Licensee shall forward to the Licensor a certificate, or certificates, issued by the insurer(s), of the insurance required under the foregoing provisions, including special endorsements. Such certificate(s) shall list the various coverages and

limits. Insurance companies providing the coverage must be rated by A.M. Best and carry at least an “A” rating. The Licensee shall promptly furnish the Licensor with a copy of each insurance policy upon request.

- b. All insurance shall be procured from insurance or indemnity companies licensed and authorized to do business in the Commonwealth of Virginia.
 - c. Cancellation of insurance will automatically place the Licensee in default of this License. The Licensee shall keep proper insurance in full force and effect at all times during the life of the License. Certificates of Insurance shall be provided to the Licensor prior to the commencement of the Term.
11. The Licensee may meet its insurance requirements under this License through a self-insurance policy provided the self-insurance policy provides the same amounts and coverage as set out herein.
 12. Licensee shall be liable for all damages to persons, or property of any type, arising out of its use of the Licensed Space, as a result of any negligent action or omission by Licensee, its respective agents, contractors, employees, invitees or anyone directly employed by any of them or anyone for whose acts any of them may be liable and Licensee hereby releases Licensor from the same. Nothing in this License shall be construed as a waiver of any sovereign immunity to which the Licensee or Licensor would be otherwise entitled.
 13. The Licensor represents that it has the right to grant this License.
 14. The Licensee represents and warrants that the signatory below has the authority to execute this License on behalf of the Licensee signifying the acceptance of the terms of this License and the Licensee’s agreement to be bound by the terms of this License.
 15. The covenants, agreements, and rights contained in this License shall bind and inure to the respective heirs, personal representatives, successors, and assigns of the Licensee and the Licensor. This License constitutes the entire, full, and complete understanding and agreement between the Licensee and the Licensor, and all representations, statements, warranties, covenants, promises, or agreements previously made or given by either party to the other are expressly merged into this License and shall be null, void, and without legal effect. Neither party, nor any agent of either party has any authority to alter, amend, or modify any of the terms of this License, unless the amendment is in writing and executed by all parties to the License with the same formality as this License, and any amendment is subject to, the approval of the City Council for the City of Richmond if required. This License and any amendments hereto shall not be effective or binding unless and until signed by all parties.
 16. This License may be revoked by the Licensor upon sixty (60) days written notice from the Licensor to the Licensee. This License may be terminated by the Licensee upon sixty (60) days written notice to the Licensor. Any termination shall not relieve the Licensee of the obligation to deliver and perform all outstanding obligations under this License. If this License is revoked or terminated, the removal of personal property belonging to the

Licensee from the Licensed Space shall be at the sole risk, cost, and expense of the Licensee.

17. All issues and questions concerning the construction, enforcement, interpretation, and validity of this License, or the rights and obligations of the Licensor or the Licensee in connection with this License, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws, rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.
18. Unless otherwise provided herein, the Chief Administrative Officer for the City of Richmond is authorized to provide any notices or authorizations contemplated by this License on behalf of the Licensor.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, each of Licensor and Licensee has caused this instrument to be lawfully executed on its behalf by officials duly authorized therefore.

**VIRGINIA TOURISM AUTHORITY d/b/a
VIRGINIA TOURISM CORPORATION, as
Licensee**

By: _____

Printed name: _____

Title: _____

Date: _____

STATE OF _____
COUNTY OF _____, SS:
(City)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021.

Notary Public
My Commission Expires: _____
Registration Number: _____

CITY OF RICHMOND, as Licensor

By: _____

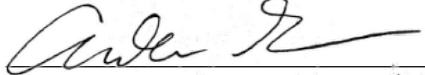
Printed name:

Title: Acting Chief Administrative Officer

Date: _____

Pursuant to the authority granted by Ord. No. _____

Approved as to form:



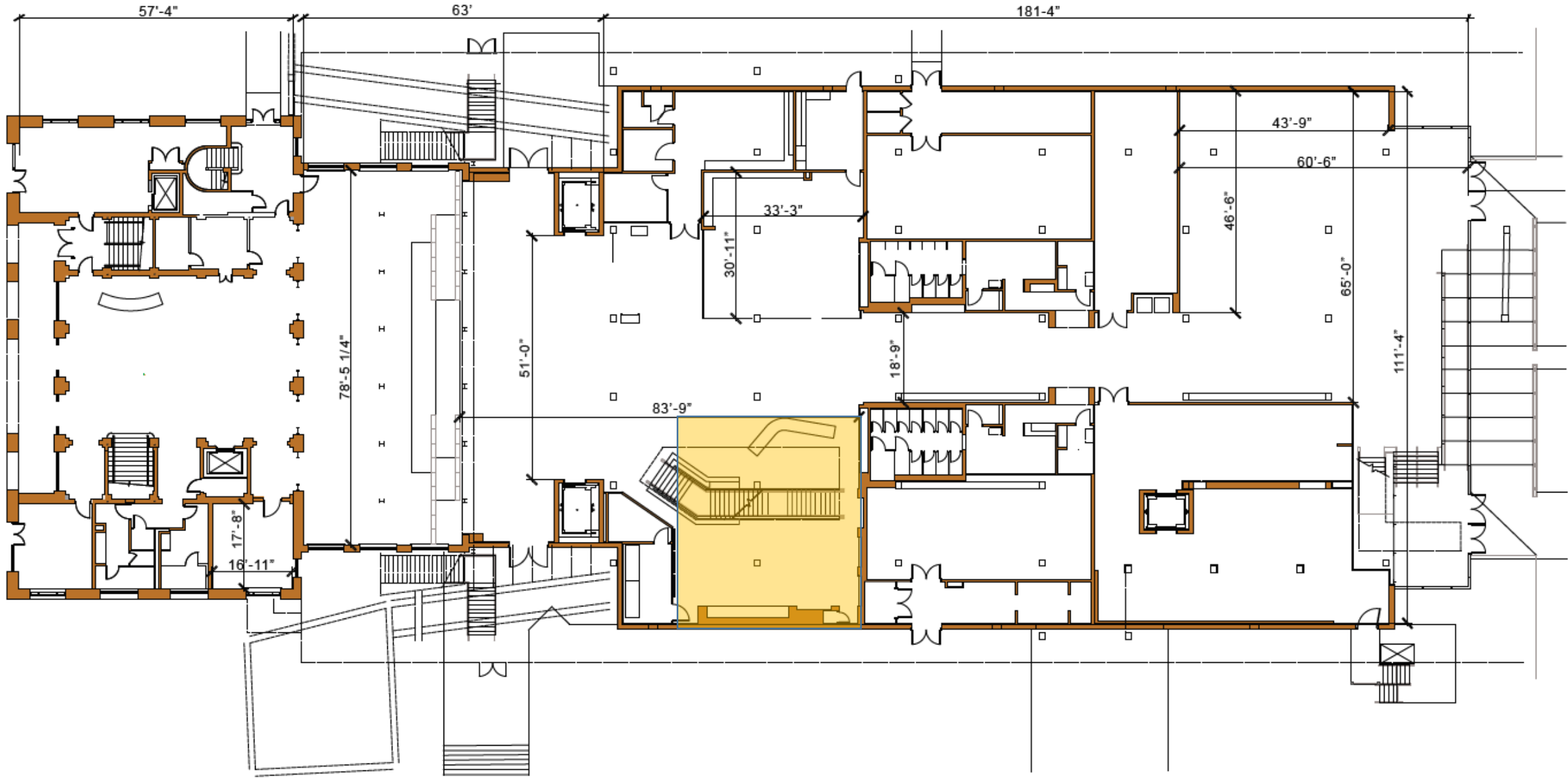
Assistant City Attorney

Approved as to terms:

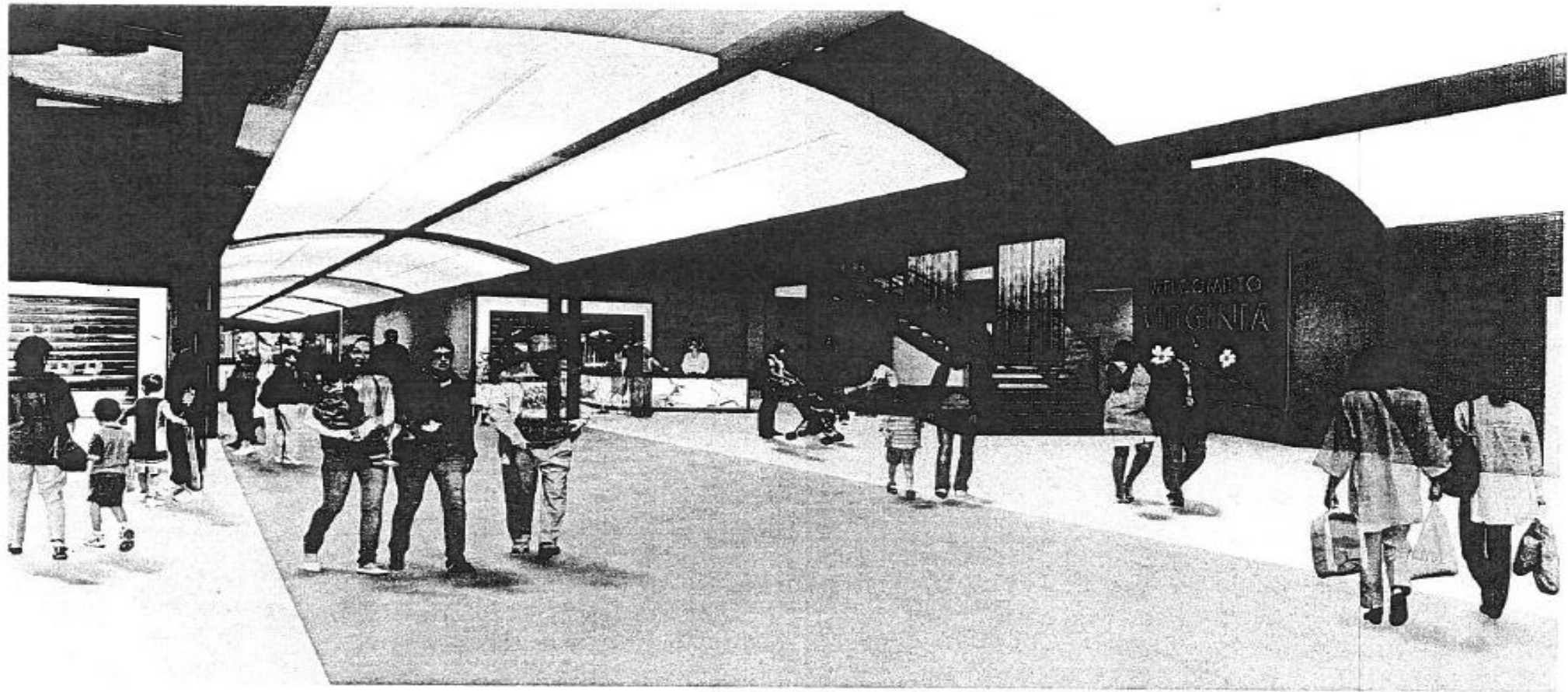
Printed name:

Department

License Agreement Exhibit A Welcome Center, Main Street Station First Floor



License Agreement Exhibit B Welcome Center, Main Street Station First Floor (Rendering)



License Agreement Exhibit C Welcome Center, Main Street Station First Floor, Lower Shed

