

INTRODUCED: May 9, 2016

AN ORDINANCE No. 2016-143

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Ninth Amendment to Management Agreement between the City of Richmond and the Richmond Metropolitan Transportation Authority, for the purpose of extending until Jun. 30, 2017, the Management Agreement for Main Street Station.

Patron – Mayor Jones

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: MAY 23 2016 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 Ninth Amendment to Management Agreement between the City of Richmond and the Richmond Metropolitan Transportation Authority for the purpose of extending until June 30, 2017, the Management Agreement for Main Street Station. The Ninth Amendment to Management 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.

AYES: 8 NOES: 1 ABSTAIN: _____

ADOPTED: JUNE 13 2016 REJECTED: _____ STRICKEN: _____



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O & R REQUEST

APR 8 2016
4-5011
Chief Administration Office
City of Richmond

O&R REQUEST

DATE: April 4, 2016

EDITION:

RECEIVED

TO: The Honorable Members of City Council

APR 25 2016

THROUGH: Dwight C. Jones, Mayor

OFFICE OF CITY ATTORNE

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer

THROUGH: Lenora Reid, Deputy Chief Administrative Officer for Finance & Administration

THROUGH: Jay A. Brown, Director of Budget and Strategic Planning

THROUGH: John Buturla, Deputy Chief Administrative Officer, Operations

FROM: Emmanuel Adediran, Director of Public Works

RE: Ninth Amendment to the Management Agreement between the City of Richmond (City) and the Richmond Metropolitan Transportation Authority (RMTA)

ORD. OR RES. No. _____

PURPOSE: To approve the Ninth Amendment to the Management Agreement between the City of Richmond (City) and the Richmond Metropolitan Transportation Authority (RMTA) and to approve the extension of the existing Management Agreement for an additional 9 months ending on March 30, 2017.

REASON: To ensure that quality maintenance and security at the Main Street Station is continuously provided for the station's patrons and visitors and that the quality of the station's restoration effort be preserved. This is a grant obligation with the federal and state funding sources for the Main Street Station development.

RECOMMENDATION: It is recommended that an ordinance be approved that would adopt the Ninth Amendment and incorporate it into the original Management Agreement between the City of Richmond and the Richmond Metropolitan Transportation Authority (a political subdivision of the Commonwealth of Virginia) dated June 11, 2003. The Management Agreement expires on June 30, 2016.

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 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. Note: the change from a two year agreement to a one year agreement was a result of the new Mayor system of government ensuring that agreements did not lapse into the coming term.

The Third, Fourth, Fifth, Sixth and Seventh Amendments extended the Management Agreement to June 30, 2010, June 30, 2011, June 30, 2012, June 30, 2013, and June 30, 2014 respectively. 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 RMTA management presently 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). Parking at Main St. Station is managed by SPPlus.

FISCAL IMPACT / COST: The City has exhausted grant opportunities to offset the operating costs of the Main St. Station. The expenses incurred under the RMTA management agreement are operating, which are offset by rent and events revenue. The City would be required to manage the property under any circumstances. The City's FY 17 Operating Budget includes \$996,295 to cover the operating costs and is the same budget included in FY 16 to cover utilities, security, janitorial, landscaping, payroll for management and marketing.

FISCAL IMPLICATIONS: This paper will not affect the fiscal status of the City of Richmond.

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: N/A

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: May 9, 2016

CITY COUNCIL PUBLIC HEARING DATE: May 23, 2016

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Finance

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:

AFFECTED AGENCIES: Public Works, Budget and Strategic Planning, Finance, Economic and Community Development

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

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: Draft Ninth Amendment to Management Agreement

STAFF:

Emmanuel Adediran, DPW (646-3606)

Jeannie Welliver, DECD (646-7322)

**Ninth Amendment to
Management Agreement
By and Between
City of Richmond, Virginia, and
Richmond Metropolitan Transportation Authority**

THIS NINTH AMENDMENT TO MANAGEMENT AGREEMENT (“Ninth Amendment”) is made as of _____, 2016, 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 (“RMTA”):

WITNESSETH:

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

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 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 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 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 Eight Amendment to Management Agreement dated as of July 1, 2014 to extend the Management Agreement by two years;

WHEREAS, notwithstanding the provisions Section 7.1 of the Management Agreement, the parties now desire to further extend the term of the Management Agreement by one year;

WHEREAS, the parties desire to amend the Management Agreement to allow either party to terminate for convenience upon 90 day's written notice;

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 Ninth Amendment shall become effective as of July 1, 2016 (the "Effective Date"). Unless modified herein, 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 by 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, 2017, unless otherwise sooner terminated pursuant to the terms of the Management Agreement, or modified pursuant to the Management Agreement.

3. The number "120" in Section 15.2(a) of the Management Agreement is hereby replaced with the number "90" so that the sentence, as amended, shall read "Either party may terminate this Agreement, in whole or in part, at any time by [90] days written notice to the other party when it is in that party's best interest to terminate the Agreement, including lack of appropriated funds."

4. 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 Ninth Amendment, are subject to annual appropriations by the City Council; consequently, the Management Agreement, as amended by this Ninth 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 Ninth 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 Ninth Amendment. The City shall provide the Authority prompt notice of any such insufficiency of funding or failure to appropriate.

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

6. Terms used in this Ninth 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.

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

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

9. This Ninth 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.

IN WITNESS WHEREOF, this Ninth Amendment has been entered into effective 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: _____
Assistant City Attorney

**RICHMOND METROPOLITAN
TRANSPORTATION AUTHORITY**

Date: _____

By: _____
General Manager