

INTRODUCED: June 12, 2017

AN ORDINANCE No. 2017-119

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Tenth Amendment to Management Agreement between the City of Richmond and the Richmond Metropolitan Transportation Authority, for the purpose of extending until Dec. 31, 2018, the Management Agreement for Main Street Station.

\_\_\_\_\_  
Patron – Mayor Stoney

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

PUBLIC HEARING: JUNE 26 2017 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 Tenth Amendment to Management Agreement between the City of Richmond and the Richmond Metropolitan Transportation Authority for the purpose of extending until December 31, 2018, the Management Agreement for Main Street Station. The Tenth 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 26 2017            REJECTED:            \_\_\_\_\_            STRICKEN:            \_\_\_\_\_



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O & R REQUEST
4-6525
MAY 9 2017
Office of the Chief Administrative Officer

O&R REQUEST

DATE: May 1, 2017

EDITION:

TO: The Honorable Members of City Council

RECEIVED

THROUGH: The Honorable Mayor Levar M. Stoney

Handwritten signature and date 8/16/17

MAY 19 2017

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer

Handwritten initials SCG

OFFICE OF CITY ATTORNE

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

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

Handwritten initials JAB

THROUGH: John Buturla, Deputy Chief Administrative Officer, Operations

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FROM: Bobby Vincent, A/Director of Public Works

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RE: Tenth 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 Tenth 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 Management Agreement for an additional 18 months ending on December 31, 2018.

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. This 10th Amendment also clarifies the definition of the train shed, which was added to the Management Agreement by the First Amendment thereto but left undefined at the time.

RECOMMENDATION: It is recommended that an ordinance be approved that would adopt the Tenth Amendment and incorporate it into the original Management Agreement between the City of Richmond and the Richmond Metropolitan Transportation Authority (a political subdivi-

sion of the Commonwealth of Virginia) dated June 11, 2003. Unless extended via the Tenth Amendment, the Management Agreement expires on June 30, 2017.

**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. This Tenth Amendment will extend 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.

In addition to extending the term to December 31, 2018, this Tenth Amendment will clarify the definition of Train Shed in the Management Agreement, ensuring the services extend to the newly renovated train shed while accommodating the Virginia Tourism Welcome Center (a portion of the train shed licensed to the Virginia Tourism Corporation pursuant to Ord. No. 2016-035).

The City intends to issue a Request for Proposals for the Operations, Management, Marketing and Promotion of the Main Street Station following the FY18 Budget Adoption. Extending the term via this Tenth Amendment provides for the continued management of Main Street Station while the City conducts a thorough procurement process in selecting the future management of the station. The City may terminate the Management Agreement for any reason upon 90 days written notice to RMTA, giving the City flexibility if a new management team is selected prior to December 31, 2018 as the City may terminate the Management Agreement and contract with the selected entity prior to such date.

**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 18 Proposed General Fund Budget includes the operating budget to cover the operating costs, utilities, security, janitorial, landscaping, payroll for building operation and management.

**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 22, 2017

**CITY COUNCIL PUBLIC HEARING DATE:** June 12, 2017

**REQUESTED AGENDA:** Consent

**RECOMMENDED COUNCIL COMMITTEE:** Government Ops May 25, 2017

**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  
Ordinance 2014-135-130, Eight Amendment  
Ordinance 2016-143, Ninth Amendment

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

O&R Request

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**ATTACHMENTS:** Tenth Amendment to Management Agreement

**STAFF:**

Bobby Vincent, DPW (646-3606)

Douglas Dunlap, DECD (646-6822)

Jeannie Welliver, DECD (646-7322)

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

**THIS TENTH AMENDMENT TO MANAGEMENT AGREEMENT** (“Tenth Amendment”) is made as of August 3rd, 2017, 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”), as such Management Agreement was extended by the certain First Amendment to Management Agreement dated as of June 1, 2006 (the “First Amendment”), 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 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 Section 7.1 of the Management Agreement, the parties now desire to further extend the term of the Management Agreement by eighteen (18) months;

**WHEREAS**, the parties desire to amend the Management Agreement respect to the inclusion of the Train Shed, as defined herein, within the scope of such agreement;

**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 Tenth Amendment shall become effective as of July 1, 2017 (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 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 December 31, 2018 (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. The parties hereto acknowledge the provisions of the First Amendment pertaining to the management of the Train Shed and desire to supplement and amend same. Hence, the following definition shall be added to Section 1.2 of the Management Agreement.

**“Train Shed”** -- All areas shown on that certain drawing prepared by SMBW Architects, PC entitled “Main Street Station Train Shed, Street Scape, and Site Work, Richmond, VA” dated February 25, 2013 and revised as of Feb. 8, 2017, a copy of which is attached hereto and made a part hereof as **Exhibit I**, less and except that certain portion of such areas licensed by the City to the Virginia Tourism Corporation by that certain License Agreement fully executed by such parties as of February 27, 2017 as authorized by City Ordinance Number 2016-305, a copy of which is attached hereto for reference.

4. The definition of “Station” in Section 1.2 of the Management Agreement shall be replaced in its entirety with the following.

**“Station”**—all areas of the Headhouse and the Train Shed of Main Street Station located at 1500 East Main Street in the City of Richmond, Virginia, the Parking Facilities, all as defined in this Agreement, and the Seaboard Building located at 1500 East Franklin Street and shown on Exhibit B to this Agreement.

5. For the purposes of the provisions of Section 3.4, Specific Services, and Section 3.6, Licensing or Rental of Common Areas, of the Management Agreement, the Train Shed shall be considered a Common Area. In furtherance thereof, the City hereby expresses its intent to market the Train Shed as an event space and to provide assistance to RMTA related to event planning and management during the Renewal Term.

The provisions of this Tenth Amendment pertaining to the Train Shed shall supersede the previous provisions of the First Amendment relating to the same.

6. 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 Tenth Amendment, are subject to annual appropriations by the City Council; consequently, the Management Agreement, as amended by this Tenth 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 Tenth 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 Tenth Amendment. The City shall provide the Authority 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.

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

8. Terms used in this Tenth 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.

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

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

11. This Tenth 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 Tenth 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: 8/3/17

By: Selena Cuffee-Glenn  
Selena Cuffee-Glenn, CAO

Approved as to Form: Brandi M. Ashley  
Assistant City Attorney  
Deputy

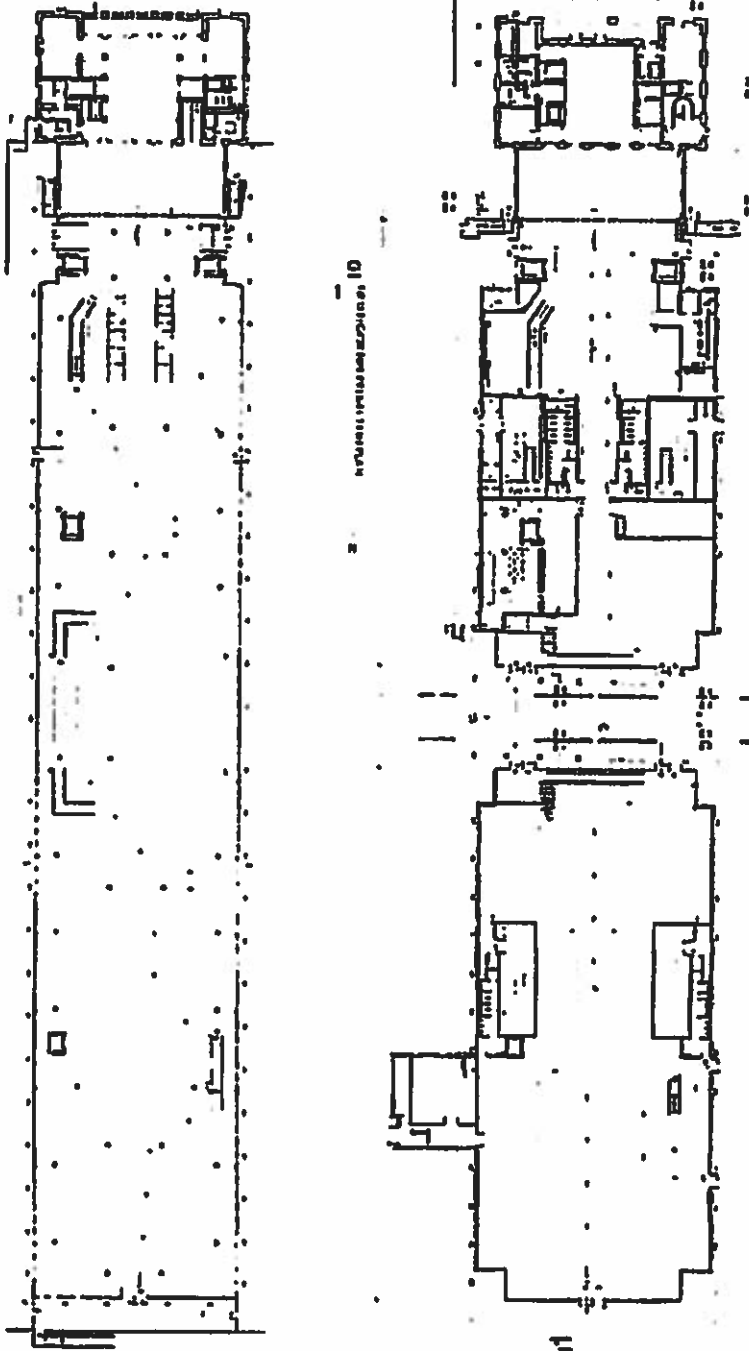
**RICHMOND METROPOLITAN  
TRANSPORTATION AUTHORITY**

Date: 6/29/17

By: Joi Dean  
Joi Dean, Interim Chief Executive Officer



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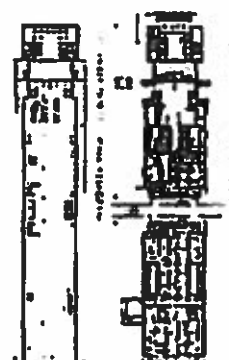
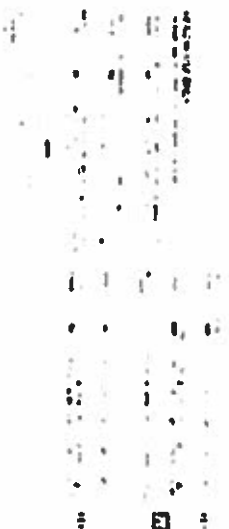
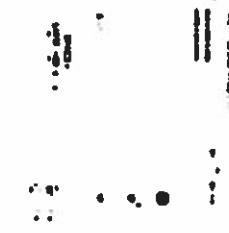
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General and key notes



A0.01

## **LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT, ("License") made and entered into this 10th day of February 2017, 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 wish to partner in the development and 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 the creation of a highly visible Welcome Center at the Main Street Station location 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.**

### **AGREEMENT**

- 1. The recitals above are incorporated herein by reference.**
- 2. The term of this License (the "Term") shall be five (5) years, beginning on May 15, 2017 (the "Commencement Date"), and terminating on May 14, 2022 (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 of the City of Richmond (each a "Renewal Term"). The Initial Term and all Renewal Terms shall be collectively referred to herein as "Term."**

3. The Licensor, in consideration of One Dollar (\$1.00) and other valuable consideration paid by 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 located at Main Street Station, 1500 E. Main St., in the City of Richmond, Virginia, at a space more particularly defined in the drawing attached hereto as "Exhibit A" (the "Licensed Space").
4. The Licensee agrees to the following operational requirements of the Licensed Space as conditions of this License:
- (a) The Welcome Center shall be open and fully operational at the location shown on Exhibit A year-round and seven days a week for at least four (4) 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.
  - (b) 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.
  - (c) The Licensee shall operate the Licensed Space with content showcasing the Commonwealth of Virginia.
  - (d) The Licensee shall be solely responsible for its employees at the Welcome Center and shall require them to act in a courteous and reasonably acceptable manner.
  - (e) 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 for any personal property within the Welcome Center, 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 deems appropriate. The Licensor shall not be responsible for the security of the Licensee's property within the Licensed Space.
  - (f) 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.
5. 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, and make such changes, alterations, substitutions, additions to or extensions of 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 Economic & Community Development for the City of Richmond, Virginia.

6. The Licensor does further license to Licensee, for the purpose of maintaining and operating the Welcome Center, a license to ingress to 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.

7. 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 and egress.

8. 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.

Worker's 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.

9. 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.
10. 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.
11. 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.
12. The Licensor represents that it has the right to grant this License.
13. 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.

14. The covenants, agreements, and rights contained in this Agreement shall bind and inure to the respective heirs, personal representatives, successors, and assigns of the Licensee and the Licensor. This Agreement 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 Agreement 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 Agreement, unless the amendment is in writing and executed by all parties to this Agreement with the same formality as this Agreement. This Agreement and any amendments hereto shall not be effective or binding unless and until signed by all parties.

15. 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.

16. All issues and questions concerning the construction, enforcement, interpretation, and validity of this License, or the rights and obligations of the Licensor or 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.

17. 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.

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

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

By: Mitchell A. Rosenfeld

Printed name: Mitchell A. Rosenfeld

Title: VP of Operations + Finance

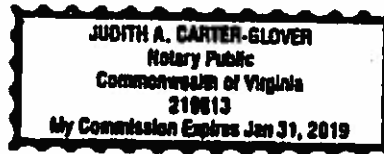
Date: February 10, 2017

STATE OF Virginia  
COUNTY OF Richmond, SS:  
(City)

The foregoing instrument was acknowledged before me this 10 day of February, 2017 by on behalf of Virginia Tourism Authority d/b/a Virginia Tourism Corporation.

Judith A. Carter-Glover  
Notary Public

My Commission Expires: January 31, 2019  
Registration Number: 219813





**CITY OF RICHMOND, as Licensor**

By: *Glenn*

Printed name: 31 N 207763 - GLENN

Title: Chief Administrative Officer

Date: 7/27/2011

Pursuant to the authority granted by Ord. No. 2026 3

Approved as to form:

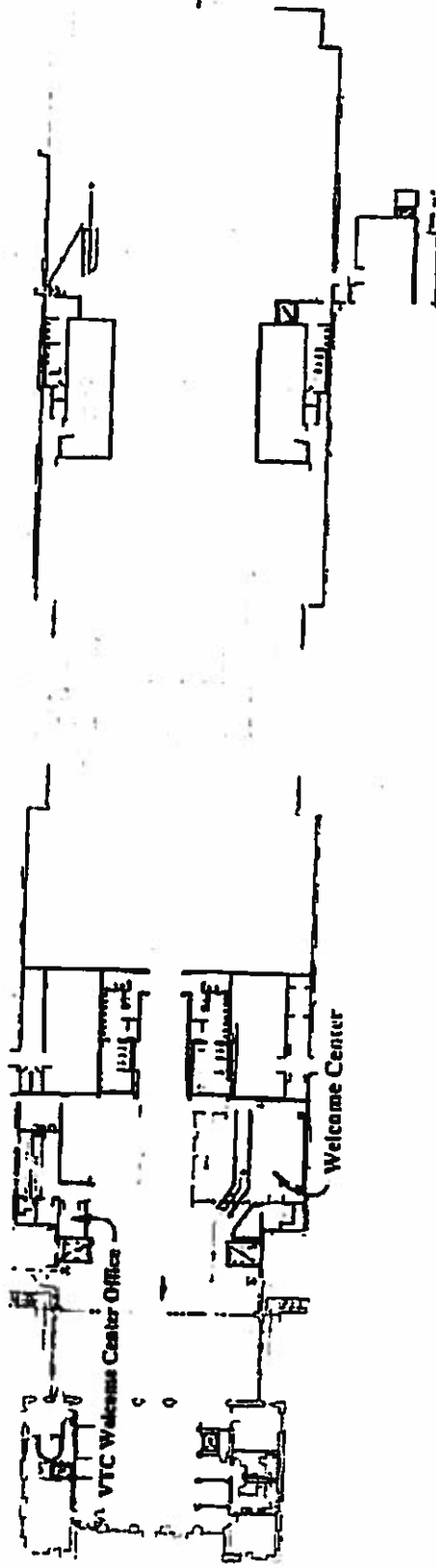
*MAW*

Matthew A. Welch  
Assistant City Attorney

Approved as to terms:

*[Signature]*  
Economic and Community Development

**LICENSE AGREEMENT EXHIBIT A**  
**Welcome Center, Mala SL Station First Floor**



**LICENSE AGREEMENT EXHIBIT B**  
**Welcome Center Layout, Main St. Station First Floor**

