

INTRODUCED: April 8, 2019

AN ORDINANCE No. 2019-105

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an Eleventh Amendment to Management Agreement between the City of Richmond and the Richmond Metropolitan Transportation Authority for the purpose of extending until June 30, 2019, the Management Agreement for Main Street Station.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: APR 22 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 Eleventh Amendment to Management Agreement between the City of Richmond and the Richmond Metropolitan Transportation Authority for the purpose of extending until June 30, 2019, the Management Agreement for Main Street Station. The Eleventh 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: 5 NOES: 4 ABSTAIN: _____

ADOPTED: APR 22 2019 REJECTED: _____ STRICKEN: _____



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

RECEIVED

MAR 8 2019

Budget & Strategic Planning

O & R REQUEST

O&R REQUEST 4-8675
MAR 13 2019

DATE: February 21, 2019

EDITION: 1 Office of the Chief Administrative Officer

TO: The Honorable Members of City Council

RECEIVED

THROUGH: The Honorable Levar M. Stoney, Mayor

3/22/19

MAR 29 2019

THROUGH: Selena Cuffee Glenn, Chief Administrative Officer

OFFICE OF CITY ATTORNEY

THROUGH: Lenora Reid, DCAO, Finance and Administration

THROUGH: John Wack, Director of Finance

THROUGH: Jay Brown, Director, Budget & Strategic Planning

FROM: Douglas Dunlap, Interim DCAO Housing, Economic Development and Planning

RE: ELEVENTH 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 Eleventh 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 six months ending on June 30, 2019.

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 Eleventh 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.

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).

Effective July 1, 2019, the Department of Public Works will assume management of the Main Street Station.

FISCAL IMPACT COST/CITY: 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 19 Proposed General Fund Budget includes the operating budget for the operating and maintenance costs, utilities, security, janitorial, landscaping, payroll for building operation and management.

FISCAL IMPLICATIONS: N/A

BUDGET AMENDMENT NECESSARY: Yes. Amends Ordinance No. 2017-119

REVENUE TO CITY: N/A

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: March 11, 2019

CITY COUNCIL PUBLIC HEARING DATE: March 25, 2019

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Finance & Economic Development (March 21, 2019)

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

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

Ordinance 2017-119, Tenth Amendment

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: Eleventh Amendment to Management Agreement

STAFF:

Bobby Vincent, DPW (646-6444)

Jeannie Welliver, DPW (646-7322)

Lynne Lancaster, DPW (646-6006)

Dironna Moore Clarke, DPW (646-3074)

**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. ~~Deputy~~ City Attorney

**RICHMOND METROPOLITAN
TRANSPORTATION AUTHORITY**

Date: _____

BY: _____