

INTRODUCED: June 10, 2019

AN ORDINANCE No. 2019-152

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Workforce Development Grant Performance Agreement between the City of Richmond, Owens & Minor Medical, Inc., and the Economic Development Authority of the City of Richmond, Virginia, for the purpose of providing Owens & Minor, Medical, Inc., with incentives to assist Owens & Minor Medical, Inc., with the hiring and workforce development for the employees at the customer engagement center in the city of Richmond.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JUN 24 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 a Workforce Development Grant Performance Agreement between the City of Richmond, Virginia, Owens & Minor Medical, Inc., and the Economic Development Authority of the City of Richmond for the purpose of providing Owens & Minor, Medical, Inc., with incentives to assist Owens & Minor Medical, Inc., with the hiring and workforce development for the employees at the customer engagement center in the city of

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: JUN 24 2019 REJECTED: _____ STRICKEN: _____

Richmond. The Workforce Development Grant Performance 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.



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O & R REQUEST
4-8828
MAY 16 2019
Office of the
Chief Administrative Officer

O&R REQUEST RECEIVED

DATE: May 13, 2019 EDITION JUN 10 7 2019
TO: The Honorable Members of City Council OFFICE OF THE CITY ATTORNEY
THROUGH: The Honorable Levar M. Stoney, Mayor
THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer
THROUGH: Lenora Reid, Deputy Chief Administrative Officer, Finance and Administration
THROUGH: Sharon Ebert, Deputy Chief Administrative Officer, Economic Development and Planning
THROUGH: Jane Ferrara, Interim Director, Department of Economic Development
FROM: Betty-Anne Teter, Program Administrator, Department of Economic Development
RE: To authorize the Chief Administrative Officer to execute a Workforce Development Grant Performance Agreement between the City of Richmond, the Economic Development Authority of the City of Richmond and Owens & Minor Medical, Inc.

ORD. OR RES. No. _____

PURPOSE: To provide \$120,000 in local grant funds to Owens & Minor for assistance with hiring and training activities in the City.

REASON: The grant funds were a component of the City's local match requirement as stipulated in the 2017 Commonwealth Opportunity Fund (COF) Performance Agreement, approved by City Council via ordinance 2017-078. These funds are part of the City's local incentive package match for the COF.

RECOMMENDATION: The City Administration recommends adoption of this ordinance

BACKGROUND: In 2017, the City of Richmond announced that Owens & Minor would be consolidating its customer engagement center that includes administrative and back-office operations in Riverfront Plaza. This competitive project was widely sought after by other communi-

ties and involved creating 300 new jobs in the City. The \$120,000 in workforce services funding was a critical component of the winning proposal submitted by the City and will be used by Owens & Minor for hiring and training employees to work in the customer engagement center

FISCAL IMPACT / COST: The City has committed to granting a total of \$120,000 to Owens & Minor to fund hiring and training activities. Funding for the Grant shall be as follows: \$30,000 shall be transferred from the Office of Community Wealth Building FY19 budget to Non-Departmental as a budget amendment (companion paper, Ordinance 2018-254) and the remaining \$90,000 is included in the FY 2020 Non-Departmental budget.

FISCAL IMPLICATIONS: Fulfillment of a city obligation to Owens & Minor in the COF Agreement approved by City Council and executed July 10, 2017.

BUDGET AMENDMENT NECESSARY: A budget amendment to transfer the initial \$30,000 to the Non-Departmental budget is required. This amendment, Ordinance 2018-254, currently being considered in the Finance and Economic Development Committee, transfers \$30,000 for FY 2019 from the Office of Community Wealth Building to Non-Departmental Funding. The additional \$90,000 is contained in the FY 2020 budget in Non-Departmental, which completes the \$120,000 commitment to the Company.

REVENUE TO CITY: As a requirement of the COF Agreement, Owens & Minor committed to a capital investment of at least \$15 million by March 2020. To date the Company has invested over \$14 million.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: June 10, 2019

CITY COUNCIL PUBLIC HEARING DATE: June 24, 2019

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development, June 20, 2019

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: Economic Development Authority (EDA) of the City of Richmond.

AFFECTED AGENCIES: Department of Economic Development and Office of Community Wealth Building

RELATIONSHIP TO EXISTING ORD. OR RES.: Ordinance No. 2017-078 (COF Performance Agreement) and Ordinance No. 2018-254 (Budget amendment for FY 2019)

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: Ordinances No. 2018-254 and 2017-078. The Workforce Development Grant Performance Agreement

STAFF: Jane Ferrara, Interim Director, Economic Development, 646-5633. Betty-Anne Teter, Program Administrator, Economic Development, 646-1823; Valaryee Mitchell, Director, Office of Community Wealth Building, 646-6475.

**WORKFORCE DEVELOPMENT GRANT
PERFORMANCE AGREEMENT**

THIS PERFORMANCE AGREEMENT ("Agreement"), is made and entered into this ___ day of 2019, by and between the City of Richmond, Virginia, a municipal corporation of the Commonwealth of Virginia ("the City") and OWENS & MINOR MEDICAL, INC., a Virginia corporation ("the Company"), and the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF RICHMOND, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("the Authority").

WITNESSETH:

WHEREAS, the City was awarded a grant of \$1,500,000 from the Commonwealth's Development Opportunity Fund (a "COF Grant") through the Virginia Economic Development Partnership Authority ("VEDP") to use for the purpose of inducing the Company to improve, equip, and operate a new centralized facility in the City for its distribution center administrative operations, thereby creating and maintaining a substantial number of new jobs, and

WHEREAS, the City, the Company, and the Authority entered into that certain Commonwealth's Development Opportunity Fund Performance Agreement dated July 10, 2017 (the "COF Grant Agreement") for the purpose of facilitating the disbursement of the COF Grant funds to the Company subject to the Company meeting certain criteria; and

WHEREAS, Section 4(b) of the COF Grant Agreement states that the City expects to provide the Company with certain incentives, as matching grants or otherwise, including On-the-Job Training and Work Experience Workforce Services; and

WHEREAS, the City and the Authority have determined that the Company meeting its obligations under the COF Grant Agreement is in the public interest; and serves governmental interests, including but not limited to job creation; and

WHEREAS, as set forth in the COF Grant Agreement, the City desires to provide to the Company with the On-the-Job Training and Work Experience Workforce incentives in the form of grant payments, for the purpose of assisting the Company with the hiring and training of eligible City of Richmond residents; and

WHEREAS, the City is willing to provide the funds to the Authority with the expectation that the Authority will provide the funds to or for the use of the Company, provided that the Company meets certain criteria relating to such hiring and training; and

WHEREAS, the City is authorized by Section 15.2-953 of the Code of Virginia and other laws, and the Authority is authorized by the Industrial Development and Revenue Bond Act, contained in Chapter 49, Title 15.2 of the Code of Virginia and other laws to perform the activities contemplated in this Agreement; and

WHEREAS, the City, the Authority, and the Company desire to set forth their understanding and agreement as to the payout of the grant and funds, the obligations of the Company regarding the Grant; and

WHEREAS, the obligations of the Company pursuant to the COF Grant Agreement and the economic activity to be generated thereby constitutes a valid public purpose for the expenditure of public funds; and

WHEREAS, this Agreement sets forth the understanding of the parties concerning the Company's obligations, the Authority's obligations, and the incentives offered by the City, subject to the approval of the Authority's Board and the Richmond City Council and subject to appropriations.

NOW THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertaking of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

Section 1. Definitions.

For the purposes of this Agreement, the following terms shall have the following definitions:

"Eligible On-the-Job Training Participant" shall mean any resident of the City of Richmond enrolled with the City of Richmond's Office of Community Wealth Building, meeting its then current eligibility requirements at the time of hiring.

"Eligible Work Experience Training" shall mean any training conducted by or at the expense of the Company which is designed to improve either the workplace readiness, technical job skills, or both, of Company employees residing within the City of Richmond.

"Eligible Workforce Development Activities" shall mean Eligible Work Experience Training or On-the-Job Training.

"Facility" means the portion of real property located at Riverfront Towers, East Tower, 951 East Byrd Street, Richmond, VA 23219, Parcel ID No. E000-0037/003, Floors, 8, 10, and 11 and partial floors 4 and 9, which floors will be improved, equipped, and operated by the Company as a new centralized facility for its distribution center administrative operations.

"Grant Period" shall mean the period time from the execution of this Agreement through March 31, 2022.

"On-the-Job Training" shall mean the employment, for training purposes, of any Eligible On-the-Job Training Participant in accordance with the requirements of Section 2.1.3 of this Agreement.

"Workforce Development Grant Payment" shall be the lesser of i) an amount equal to the amount expended by Company on Eligible Workforce Development Activities through the end of the Grant Period, or ii) one-hundred and twenty thousand dollars (\$120,000).

Section 2. Disbursement of Grant

2.1 Workforce Development Grant. Pursuant to the terms of this Agreement, and subject to the performance of Company's obligations as set forth herein, the City shall, through the Authority, provide the Company with a grant in the form of the Workforce Development Grant Payment.

2.1.1 Workforce Development Grant Payment. The amount of the Workforce Development Grant Payment shall be the lesser of i) an amount equal to the amount expended by Company on Eligible Workforce Development Activities from July 10, 2017 through the end of the Grant Period, or ii) one-hundred and twenty thousand dollars (\$120,000).

2.1.1.1 Work Force Development Grant Payment; Initial Request. Upon execution of this Agreement, the Company may initially request disbursement of up to thirty-thousand dollars (\$30,000) of the Workforce Development Grant Payment. To receive this initial thirty-thousand dollar portion of the Workforce Development Grant Payment, the Company must request this portion of the Payment from the City and the Authority in writing no later than the end of the Grant Period.

2.1.1.2 Workforce Development Grant Payment; Subsequent Request. Subsequent to July 1, 2019, the Company may request the remaining ninety-thousand dollars (\$90,000) of the Workforce Development Grant Payment, on a reimbursement basis, for all Eligible Workforce Development Activities completed through the end of the Grant Period. To receive the remainder of the Workforce Development Grant Payment pursuant to this subsection, the Company must request payment from the City and the Authority in writing no later than the end of the Grant Period.

2.1.2 Eligible Workforce Development Activities.

2.1.2.1 Eligible Work Experience Training; Obligations of the Company. To receive the Workforce Development Grant Payment for Eligible Work Experience Training, as to each on Eligible Work Experience Training for which the Company requests any portion of the Workforce Development Grant Payment, the Company shall:

- a. Provide documentation, and obtain approval from the City, in advance, of the Eligible Work Experience Training plan, topic, general content, location, eligible participants, and estimated cost. The City shall respond

to any request for approval pursuant to this subsection within 10 business days following receipt of such request by City.

b. Ensure that the Eligible Work Experience Training is promoted to, and provided at no expense to, Company employees residing within the City of Richmond. The Eligible Training Workshop may also be open to Company employees that are not City residents, and City residents generally, at the discretion of the Company.

2.1.2.2 Eligible Work Experience Training; Documentation. Upon requesting reimbursement for Eligible Work Experience Training pursuant to Subsection 2.1.1.2, the Company shall provide the City with documentation, satisfactory in the reasonable discretion of the City, showing the amount of the Workforce Development Grant Payment being requested by the Company based on the Company's expenditures on Eligible Work Experience Training, and, as to all Eligible Work Experience Training for which the Company requests any part of Work Experience Workforce Services Grant Payment, at a minimum, the following:

- a. The name of each eligible participant, and the Eligible Work Experience Training plan, topic, general content, location and date.
- b. A description of the efforts of Company to promote the Eligible Work Experience Training Workshop to Company employees residing in the City of Richmond.
- c. A list of the of the participants of the Eligible Work Experience Training.
- d. Documentation of all amounts expended on Eligible Work Experience Training for which the Company seeks reimbursement.

2.1.3 On-the-Job Training.

2.1.3.1 On-the-Job Training; Obligations of the Company. To receive the Workforce Development Grant Payment for On-the-Job Training, as to each Eligible On-the-Job Grant Training Participant for which the Company requests the reimbursement for On-the-Job Training, the Company shall:

- a. Hire or have hired the Eligible On-the-Job Grant Training Participant Trainee as a full-time employee to fill a job at the Facility.
- b. Employ the Eligible On-the-Job Grant Training Participant pursuant to the same terms of employment applicable to the Company employees working in comparable positions, but that are not participating in On-the-Job Grant Training, including but not limited to: hourly wage, benefits, schedule, workers' compensation insurance coverage, and all other applicable employment policies of the Company.

c. Comply with all local, state, and federal law, including but not limited to the Fair Labor Standards Act, applicable to the employment of the Eligible On-the-Job Grant Training Participant.

d. Work collaboratively with the City of Richmond's Center for Workforce Innovation to address and resolve any problems or other issues related to the Eligible On-the-Job Grant Training Participant's training and employment.

2.1.3.2 On-the-Job Training; Reimbursement. Reimbursement for On-the-Job Training expenses shall be limited to fifty percent (50%) of the wages actually paid by Company to any Eligible On-the-Job Grant Training Participant during the Grant Period.

2.1.3.3 On-the-Job Training; Documentation. Upon request for reimbursement for On-the-Job Training pursuant to Subsection 2.1.1.2, the Company shall provide the City with documentation, satisfactory in the reasonable discretion of the City, showing the amount of Workforce Development Grant Payment being requested by the Company based on the amount of On-the-Job Training payments to participants, and with respect to the Eligible On-the-Job Grant Training Participant for which the Company requests any part of the Workforce Development Grant Payment, at a minimum, the following:

- a. The name of the Eligible On-the-Job Grant Training Participant.
- b. Documentation showing that the participant in On-the-Job Training is an Eligible On-the-Job Grant Training Participant.
- c. The position description for the job at the Facility for which the Eligible On-the-Job Grant Training Participant was hired.
- d. The Eligible On-the-Job Grant Training Participant's hourly wage.
- e. A record of Eligible On-the-Job Grant Training Participant's hours worked, signed by the Eligible On-the-Job Grant Training Participant.
- f. Documentation that the Eligible On-the-Job Grant Training Participant was hired as a full-time employee to fill a job at the Facility.

2.2 Disbursement to the Company. Upon receiving satisfactory evidence, in its sole discretion, showing the (1) the Company has made a request for disbursement pursuant Subsection 2.1.1.1, and (2) the amount of the Workforce Development Grant Payment funds requested, the City shall notify the Authority in writing requesting the Authority remit requested amount of the Workforce Development Grant Payment to the Company. Upon receiving satisfactory evidence, in its sole discretion, showing the (1) the Company

has made a request for disbursement of Workforce Development Grant Payment funds pursuant to Section 2.1.1.2, (2) that Company has met all of its obligations with respect to all Workforce Development Grant Payment amounts requested, and (3) the amount of the Workforce Development Grant Payment funds requested, the City shall notify the Authority in writing requesting the Authority remit requested amount of the Workforce Development Grant Payment to the Company. Authority shall remit the On-the-Job Training Payment to the Company within 90 days of receiving written notice from the City.

2.3 Workforce Development Grant Funds. In no event shall the total amount paid to Company pursuant to this Agreement exceed \$120,000. If the total amount paid to Company pursuant to this Agreement is an amount less than \$120,000, then the Authority shall remit the remainder of the funds (i.e. the difference between \$120,000 and the total amount paid to Company pursuant to this Agreement) to the City within 90 days of receiving written notice.

Section 3. Administration of Grant

3.1 Subject to appropriation by the City Council, within 90 days of execution of this Agreement, the City agrees to transfer to the Authority funds in the amount of \$30,000, which is the maximum amount of funds necessary for the Authority to meet its obligations pursuant to Subsection 2.1.1.1. Subject to appropriation by the City Council and within 90 days of such appropriation by City Council, the City agrees to transfer to the Authority funds in the amount of \$90,000, which (in addition to any funds made available to Company pursuant to Subsection 2.1.1.1) is the maximum amount of funds necessary for the Authority to meet its obligations under the Agreement relating to the Workforce Development Grant Payment. No administrative fees or expenses shall be paid by the City.

3.2 If the total amount of the Workforce Development Grant Payment to the Company is less than \$120,000, the Authority shall remit the remaining funds to the City pursuant to Section 2.3. If any portion of the Workforce Development Grant Payment is not made to the Company due to an Event of Default as set forth in Section 5 then the Authority shall remit to the City all remaining funds within 180 days of such Event of Default.

3.3 The Authority's obligation to undertake the activities herein is specially conditioned upon the City providing funding on a timely basis; provided, however, the City's obligation is subject to appropriation by the City Council and availability of funds.

3.4 The Authority agrees to provide the City's Chief Administrative Officer, or the designee thereof, with copies of all documents related to this Agreement and will keep the Chief Administrative Officer fully and timely informed of all matters related to this Agreement.

3.5 The Authority agrees that all funds transferred by the City to the Authority for the Workforce Development Grant Payment shall be deposited by the Authority within

a Project Fund, to be used only to satisfy the obligations contained in this Agreement related to the Grant.

3.6 It is the intent of the parties not to impose upon the Authority any responsibility, duty or obligation other than what may be required to implement the Workforce Development Grant Payment. Accordingly, Authority does not assume any responsibility or liability whatsoever except as specifically stated herein. If litigation relating to this Agreement is initiated or expected to be filed against the Authority, the Authority shall immediately notify the City Attorney and Chief Administrative Officer.

3.7 The Authority shall keep records of its financial transactions, if any, related to the Agreement in accordance with generally accepted principles. The City Auditor or his designee may at any time audit the financial transactions undertaken under this Agreement. The Authority shall cooperate to ensure that the City Auditor is granted reasonable access on a timely basis to all books and records of the Authority necessary to complete such audits.

3.8 The Authority shall not be required to furnish the City a blanket corporate fidelity bond with surety.

Section 4. Representation of the Company

4.1 The Company is empowered to enter into this Agreement, to be bound hereby, and to perform according to the terms hereof.

4.2 Any and all actions necessary to enable the Company to enter into this Agreement, and to be bound hereby, have been duly taken.

4.3 The person or persons executing or attesting the execution of this Agreement on behalf of the Company has or have been duly authorized and empowered to so execute or attest.

4.4 The execution of this Agreement on behalf of the Company will bind and obligate the Company to the extent provided by the terms hereof.

4.5 There exists no litigation pending against the Company or to the Company's actual knowledge threatened, which if determined adversely, would materially and adversely affect the ability of the Company to carry out its obligations under this Agreement or the transactions contemplated hereunder.

Section 5. Events of Default

5.1.1 The Company's material breach of this Agreement shall be an Event of Default.

5.1.2 In the case of an occurrence of an Event of Default, the Grant provisions of Section 2 of this Agreement shall terminate immediately and neither the City nor the Authority shall have any further obligation relating thereto and the Company shall no longer be eligible for any grant payments hereunder.

Section 6. Company Reporting

Upon request of the City, the Company shall provide, at the Company's expense and not more than quarterly, a detailed description reasonably satisfactory to the City and the Authority of the Company's activities for which it may request the Workforce Development Grant Payment pursuant to this Agreement.

Section 7. Notices

Any notices required or permitted under this Agreement shall be given in writing, and shall be deemed to be received upon receipt or refusal after mailing of the same in the United States Mail by certified mail, postage fully pre-paid or by overnight courier (refusal shall mean return of certified mail or overnight courier package not accepted by the addressee):

If to the Company, to:

Owens & Minor Medical, Inc.
9120 Lockwood Boulevard
Mechanicsville, VA 23116
Attn: SVP & Chief Administrative Officer

with a copy to:

Owens & Minor, Inc.
9120 Lockwood Boulevard
Mechanicsville, VA 23116
Attn: General Counsel

If to the City to:

City of Richmond
Chief Administrative Officer
900 East Broad Street, Suite 201
Richmond, Virginia 23219

with a copy to:

City of Richmond
City Attorney
900 East Broad Street, Suite 400
Richmond, Virginia 23219

If to the Authority, to

Economic Development Authority
2401 West Leigh Street
Richmond, Virginia 23230
Attention: Chairman

with a copy to:

City of Richmond
City Attorney
900 East Broad Street, Suite 400
Richmond, Virginia 23219
Attention: General Counsel, EDA

Section 8. General Terms and Conditions

8.1 Entire Agreement; Amendments. This Agreement constitutes the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefits of the parties hereto and their respective successors and assigns. The Company may not assign its rights and obligations under this Agreement without the prior written consent of the City and the Authority.

8.2 Governing Law; Venue. This Agreement is made, and is intended to be performed, in the Commonwealth of Virginia and shall be construed and enforced by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the City of Richmond, and such litigation shall be brought only in such court.

8.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

8.4 Severability. In any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provisions will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

8.5 Subject-to-Appropriations. All payments and other performances by the City and the Authority under this Agreement are subject to City Council approval, Authority Board approval and annual appropriations by the City Council. It is understood and agreed among the parties that the City and the Authority shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement. Under no circumstances shall the City's or the Authority's total liability under this Agreement exceed the total amount of funds appropriated by the City Council for the payments hereunder for the performance of this Agreement.

8.6 Public Disclosure.

8.6.1 Applicable Law. The parties to this Agreement acknowledge that records maintained by or in the custody of the City and the Authority are subject to the provisions of the Virginia Public Records Act, Va. Code 42.1-76 through 42.1-90.1, and the Virginia Freedom of Information Act, Va. Code 2.2-3700 through 2.2-3714 and thus are subject to the records retention and public disclosure requirements set forth in those statutes.

8.7 No Waiver. Neither failure on the part of the City or the Authority to enforce any covenant or provision contained in this Agreement nor any waiver of any right under this Agreement shall discharge or invalidate such covenant or provision or affect the

right of the City or the Authority to enforce the same right in the event of any subsequent default.

8.8 Effective Date of the Agreement. The effective date of this Agreement shall be the date upon which it has been fully executed by the parties following approval by City Council and by the Authority's Board of Directors.

8.9 No Partnership of Joint Venture. It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstance whatsoever as creating and establishing the relationship of copartners or creating or establishing a joint venture between or among any of the parties or as designating any party to this Agreement as the agent or representative of any other party to the Agreement for any purpose.

8.10 No Third Party Beneficiaries. Notwithstanding any other provision of this Agreement, the parties agree that (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Agreement; (ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than the City, the Authority, or the Company; (iii) no other individual or entity shall obtain any right to make any claim against the City, the Authority, or the Company under the provisions of this Agreement; and (iv) no provision of this Agreement shall be construed or interpreted to confer third-party beneficiary status on any individual or entity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF RICHMOND, VIRGINIA

By _____
Name: _____
Title: _____
Date: _____, 2018

Approved as to form:


Assistant City Attorney

**ECONOMIC DEVELOPMENT
AUTHORITY OF THE CITY OF
RICHMOND, VIRGINIA**

By _____
Name: _____
Title: _____
Date: _____, 2018

OWENS & MINOR MEDICAL, INC.

By Erika T. Davis
Name: Erika T. Davis
Title: SVP+CAO
Date: 4-22-19, 2018