

INTRODUCED: June 26, 2023

AN ORDINANCE No. 2023-212

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to enter into the Twenty-Sixth Commercial Area Revitalization Effort Program Cooperation Agreement between the City of Richmond, Virginia, and the Economic Development Authority of the City of Richmond for the purpose of providing for the operation of the Commercial Area Revitalization Effort (“CARE”) Program.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JUL 24 2023 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 enter into the Twenty-Sixth Commercial Area Revitalization Effort Program Cooperation Agreement between the City of Richmond, Virginia, and the Economic Development Authority of the City of Richmond for the purpose of providing for the operation of the Commercial Area Revitalization Effort (“CARE”) Program. Such 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.

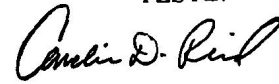
AYES: 7 NOES: 0 ABSTAIN:

ADOPTED: JUL 24 2023 REJECTED: STRICKEN:

§ 2. This ordinance shall be in force and effect upon adoption.

A TRUE COPY:

TESTE:

A handwritten signature in cursive script, appearing to read "Carolin D. Reed".

City Clerk



City of Richmond

Master

File Number: Admin-2023-0473

RECEIVED
By City Attorney at 12:10 pm, Jun 22, 2023

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

File ID: Admin-2023-0473

Type: Request for Ordinance or Resolution

Status: Regular Agenda

Version: 1

Reference:

In Control: City Clerk Waiting Room

Department:

Cost:

File Created: 06/05/2023

Subject:

Final Action:

Title:

Internal Notes:

- To authorize the Chief Administrative Officer to enter into the Twenty-sixth CARE Cooperation Agreement with the Economic Development Authority of the City of Richmond (EDA) for the purpose of administering the CARE Program.
- To allow for the continuation of the CARE Program to help stabilize and revitalize these areas by stimulating private investment through financial incentives.
- The Commercial Area Revitalization Effort (CARE) Program was established in 1992 by the Department of Economic Development, as a comprehensive program for revitalizing the Hull Street commercial corridor between Commerce Road and Cowardin Avenue.
- The Program has since been expanded to twelve areas which include: Jackson Ward, North 25th Street; Brookland Park Blvd.; Hull Street; Midlothian Turnpike; Fulton Hill, Lombardy/Chamberlayne, Meadowbridge, North Avenue, Shockoe Bottom, Swansboro and Eastview/Whitcomb as CARE commercial corridors.
- There will be no additional cost to the City in FY24.
- The adoption of this paper will allow the continuation of financial incentives to eligible businesses and property owners located within the designated corridors.
- Increased general fund revenue.
- Requested introduction date: June 26, 2023

Code Sections:

Agenda Date: 06/26/2023

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: O & R CARE ARGEEMENT FINAL

Enactment Number:

Contact:

Introduction Date: 06/26/2023

Drafter: Alecia.Blackwell@rva.gov

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/6/2023	Sharon Ebert	Approve	6/7/2023
1	2	6/6/2023	Alecia Blackwell - FYI	Notified - FYI	
1	3	6/6/2023	Jason May	Delegated	
Notes: Delegated: Out Of Office					
1	4	6/6/2023	Meghan Brown	Approve	6/8/2023
1	5	6/7/2023	Sheila White	Approve	6/8/2023
1	6	6/7/2023	Cynthia Osborne - FYI	Notified - FYI	
1	7	6/7/2023	Sabrina Joy-Hogg	Approve	6/9/2023
1	8	6/8/2023	Lincoln Saunders	Approve	6/9/2023
1	9	6/21/2023	Mayor Stoney	Approve	6/12/2023

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File Admin-2023-0473

O&R REQUEST

DATE: May 31, 2023

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: J. E. Lincoln Saunders, Chief Administrative Officer

THROUGH: Sabrina Joy-Hogg, DCAO of Finance and Administration

THROUGH: Sheila White, Director Department of Finance

THROUGH: Jason May, Director Department of Budget and Strategic Planning

THROUGH: Sharon Ebert, DCAO of Economic Development and Planning

FROM: Leonard L. Sledge, Director Department of Economic Development

RE: Establishing the Twenty-sixth Cooperation Agreement by and between the City of Richmond and the Economic Development Authority of the City of Richmond to administer the Commercial Area Revitalization Effort (CARE) Program.

ORD. OR RES. No.

PURPOSE: To authorize the Chief Administrative Officer to enter into the Twenty-sixth CARE Cooperation Agreement with the Economic Development Authority of the City of Richmond (EDA) for the purpose of administering the CARE Program.

REASON: To allow for the continuation of the CARE Program to help stabilize and revitalize these areas by stimulating private investment through financial incentives.

RECOMMENDATION: Approval is requested by the Administration.

BACKGROUND: The Commercial Area Revitalization Effort (CARE) Program was established in 1992 by the Department of Economic Development, as a comprehensive program for revitalizing the Hull Street commercial corridor between Commerce Road and Cowardin Avenue. The Program has since been expanded to twelve areas which include: Jackson Ward, North 25th Street; Brookland Park Blvd.; Hull Street; Midlothian Turnpike; Fulton Hill, Lombardy/Chamberlayne, Meadowbridge, North Avenue, Shockoe Bottom, Swansboro and Eastview/Whitcomb as CARE commercial corridors. From time-to-time changes are made to the CARE Program to include other incentives beyond the loan and rebate components, e.g., community development and neighborhood transformation that will stimulate job creation and assist in developing mixed-income communities.

FY 2024 Workplan

The City's adopted Strategic Plan for Equitable Economic Development (SPEED) called for evaluating the City's incentive programs. In FY24, DED will evaluate the current programs and processes.

FISCAL IMPACT / COST: There will be no additional cost to the City in FY24.

FISCAL IMPLICATIONS: The adoption of this paper will allow the continuation of financial incentives to eligible businesses and property owners located within the designated corridors. These incentives will stimulate private investment in the respective businesses and the properties housing the businesses, increase private investment in commercial and industrial properties resulting in new and retained jobs and increased commercial and business taxes for the City.

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: Increased general fund revenue.

DESIRED EFFECTIVE DATE: Upon adoption.

REQUESTED INTRODUCTION DATE: June 26, 2023

CITY COUNCIL PUBLIC HEARING DATE: July 24, 2023

REQUESTED AGENDA: Consent.

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: The Economic Development Authority of the City of Richmond.

AFFECTED AGENCIES: Economic Development, Budget and Strategic Planning, Finance.

RELATIONSHIP TO EXISTING ORD. OR RES.: The proposed Ordinance will supersede Ordinance N0. 2022-178 associated with the Twenty-Fifth CARE Agreement.

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: CARE Cooperation Agreement

STAFF: Katie McConnell, Deputy Director, Dept. of Economic Development
Rick Winston Programs Administrator, Dept. of Economic Development



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

O&R
RE-
QUEST

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THROUGH: J. E. Lincoln Saunders, Chief Administrative Officer

THROUGH: Sabrina Joy-Hogg, DCAO of Finance and Administration

THROUGH: Sheila White, Director Department of Finance

THROUGH: Jason May, Director Department of Budget and Strategic Planning

THROUGH: Sharon Ebert, DCAO of Economic Development and Planning

FROM: Leonard L. Sledge, Director Department of Economic Development

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ATTACHMENTS: CARE Cooperation Agreement

STAFF: Katie McConnell, Deputy Director, Dept. of Economic Development
Rick Winston Programs Administrator, Dept. of Economic Development

TWENTY-SIXTH COMMERCIAL AREA REVITALIZATION
EFFORT PROGRAM COOPERATION AGREEMENT BETWEEN
THE CITY OF RICHMOND VIRGINIA AND
THE ECONOMIC DEVELOPMENT AUTHORITY

THIS TWENTY-SIXTH COMMERCIAL AREA REVITALIZATION EFFORT PROGRAM COOPERATION AGREEMENT (the "Agreement") is made as of _____, 2023, by and between the **CITY OF RICHMOND, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (the "City") and the **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF RICHMOND, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "Authority"),

RECITALS:

WHEREAS, certain areas of the City are designated as Commercial Area Revitalization Effort ("CARE") areas which are older neighborhood commercial strips in need of revitalization and rehabilitation and where the existing physical deterioration impairs economic values and tax revenues. Currently, the CARE areas are comprised of the following:

- Belt Boulevard CARE Area - Belt Boulevard generally bounded by the railroad tracks on the east on Hull Street Road to the Belt Boulevard Exit Ramp west on Hull Street Road and Belt Boulevard south at Hull Street Road to Belt Boulevard and Old Midlothian Turnpike on the north and the Belt Boulevard periphery;
- Brookland Park CARE Area - Brookland Park Boulevard from Montrose Avenue to Woodrow Avenue and North Avenue to Essex;
- Fulton Hill CARE Area - Government Road from Parker Street to Williamsburg Road and Williamsburg Road from Waverly Street to the City limits;

- Hull Street CARE Area - the area of the City generally bounded by 26th Street on the west, Mayo Bridge on the east, the north side and the south side of Hull Street and the Hull Street periphery;
- Jackson Ward CARE Area - Historic Jackson Ward bounded by the Richmond-Petersburg Turnpike (I-95/64) to the north, Broad Street (both sides of the Street) to South Broad including Grace Street from Foushee to 5th, 3rd Street to the east and Belvidere to the west, with emphasis on Broad Street from Belvidere to 4th and Grace Street from Foushee Street to 5th Street;
- Richmond Highway CARE Area - Richmond Highway from Bellemeade to Walmsley;
- Lombardy/Chamberlayne CARE Area - Lombardy Street from Brook Road to Chamberlayne Avenue, and Chamberlayne Avenue from Mitchell Street to Brookland Park Boulevard;
- Meadowbridge CARE Area - Intersection of Meadowbridge Street and Brookland Park Boulevard and periphery;
- Midlothian CARE Area - Midlothian Turnpike bounded by East Belt Boulevard on the east and Chippenham Parkway on the west and periphery;
- North 25th Street CARE Area - North 25th Street from Main Street to Nine Mile Road (the retail commercial areas both east and west of the North 25th Street periphery and both sides of Nine Mile Road);
- North Avenue CARE Area - North Avenue primarily from the 2400 block to Poe Street;
- Shockoe Bottom CARE Area - Dock Street on the South, 15th Street on the West, Broad Street on the North and 23rd Street on the East and periphery;

- Swansboro CARE Area - Clopton Street on the east, 37th Street on the west, the south side of Hull Street and the north side of Hull and the periphery;
- Upper Hull Street CARE Area - Hull Street generally bounded by Warwick on the north, Chippenham on the south, east on Hull Street Road, west on Hull Street Road and the Upper Hull Street periphery

WHEREAS, the primary objective of the Commercial Area Revitalization Effort (the "CARE Program" or the "Program") is to improve the environment for retail business, service or other business, mixed real estate uses in designated CARE areas; to provide incentives to property and business owners to improve the physical appearance of their property; and to provide special incentives and funding to assist in the transformation efforts being undertaken to deconcentrate poverty in the City. To that end, these incentives and funding may be provided to undertake selected activities.

WHEREAS, the City and the Authority have structured a loan and rebate incentive program in cooperation with private lenders and property owners to stimulate commercial revitalization and the rehabilitation of properties in designated CARE Areas;

WHEREAS, at the City's request, the Authority has undertaken certain loan and rebate activities in the implementation of the CARE Program incentives;

WHEREAS, the CARE Program operated in FY 23 with the use of previously and properly appropriated funds and with revolved funds generated by the Program;

WHEREAS, the City appropriated to the City's Department of Economic Development \$300,000.00 in FY24 for the Program;

WHEREAS, the City has, from time to time, appropriated funds for incentives and loans;

WHEREAS, the City and the Authority agree to work together to jointly implement the CARE Program; and

NOW, THEREFORE, in consideration of the benefits to accrue to the City and its citizens from the implementation of the Program, and of the mutual covenants hereinafter set forth, the City and the Authority agree as follows:

1. DEFINITIONS. The following words and terms used in this Agreement have the following meanings unless the context clearly indicates otherwise:

- (a) **Agreement** shall mean this CARE Program Cooperation Agreement, as amended and restated, from time to time.
- (b) **CARE Area** shall mean those areas of the City as described above or as modified by the City's Department of Economic Development and the Authority from time to time.
- (c) **CARE** shall mean the incentives described herein which satisfy the conditions and requirements of this Agreement.
- (d) **CARE Loan** shall mean a loan that is part of the Loan Program and that is made by and between the Authority and a borrower for the purpose of making improvements in accordance with this Agreement and the Plan.
- (e) **CARE Program** shall mean the Commercial Area Revitalization Effort Program and all activities that the City and the Authority undertake pursuant to this Agreement to implement the CARE Program as described in this Agreement.
- (f) **City-wide** shall mean the geographic borders of the City of Richmond.
- (g) **Program Fund** shall mean that account established in accordance with this

Agreement and that contains all funds from any source related to the Program.

2. FUNDING. Any expenditures of properly appropriated money, prior to the execution of this Cooperation Agreement and pursuant to the CARE program in FY24 are ratified hereby.

3. CARE LOAN PROGRAM. The CARE Loan Program consists of loans made to property owners in accordance with this Section 3. The Authority shall administer the CARE Loan Program in accordance with the following requirements.

A. Public/Private Loan Package - The Authority may finance rehabilitation projects with or without a private loan component in accordance with established underwriting guidelines.

B. CARE Loan Program loans shall be in an amount not to exceed \$50,000 per project and shall not exceed \$100,000 per applicant. Further, outstanding CARE Loan Program loan balances are included in the \$100,000 maximum.

C. CARE Loan Program loans shall be supported by an equity component of at least ten percent (10%).

D. CARE Loan Program loans will be fully amortized over a 60 to a 180 month period. . The term of the loan may not exceed the useful life of the improvements.

E. CARE loans will bear interest at a rate of four percent (4.0%).

4. CARE COMMERCIAL LEASEHOLD IMPROVEMENT LOANS. The Authority may finance leasehold improvements to properties located in designated CARE areas. Loans and rebates are available to tenants of properties within the area who have a valid lease acceptable to the Authority. Lease options may be considered in the term of the loan if

the lease and option terms are acceptable to the Authority and aggregate no less than five (5) years. The proceeds may be used to make leasehold improvements to the interior and exterior of the property, to the mechanical systems, or to bring the property in compliance with local and state building codes. The terms and conditions of the CARE Commercial Leasehold Improvement Loans are presented as follows:

- A. Loan Amount: Qualified tenants may receive loans of no more than \$10,000 and no less than \$2,500.
- B. Financing Structure: Minimum Tenant contribution equivalent to 10% of improvements being financed.
- C. CARE Commercial Leasehold Loans will be fully amortized over a 24-month to 60-month period. The term of the loan may not exceed the useful life of the improvements or the remaining term of the lease.
- D. CARE Commercial Leasehold Loans will bear interest at a rate of four percent (4%).
- E. CARE Commercial Leasehold Loans may be secured by a deed of trust on the residence of the tenant or other security acceptable to the Authority.

5. LOAN PACKAGE ELIGIBILITY. The Authority agrees that it will make no CARE Loan or CARE Commercial Leasehold loan unless it is part of the loan package described herein which meets the following criteria:

- A. Proposed improvements shall comply with all City zoning laws.
- B. Generally, upon completion of the improvements, the property will comply with all applicable local and state laws and regulations.
- C. The City's Department of Economic Development shall approve the character of all facade improvements.

6. AWARD OF LOANS. All loans will be awarded on a competitive basis according to the following criteria:

- A. The extent to which the project meets the Authority's underwriting criteria.
- B. The extent of the project's visual impact.
- C. The extent to which the project is located in close proximity to other rehabilitated properties or to properties that will be funded under the CARE Loan Program or CARE Commercial Leasehold Loan Program.
- D. The extent to which any upper floors will be used for residential purposes upon completion of the project.
- E. The extent to which the project eliminates blight.
- F. Loans must adhere to prudent lending practices.

7. AUTHORITY RECORDS. The Authority shall keep a record of all loans including the names of borrowers, loan terms and amounts, and nature of improvements funded. The City shall monitor the Authority records, and the Chief Administrative Officer and the City Attorney, and their designees shall have access to such records during normal business hours upon reasonable notice. The City Auditor, pursuant to City Code Section 2-187, as same may be amended from time to time, shall have access to any and all records on demand and without notice.

8. CARE REBATES. CARE Rebates shall be available only to the extent that funding is available. An applicant shall not receive CARE rebate assistance that exceeds Twenty-Five Thousand Dollars (\$25,000.00) on any one building and Fifty Thousand Dollars (\$50,000.00) on multiple buildings. No applicant shall be eligible to receive the maximum allowable rebate amount until completion of the renovation of the commercial space as evidenced by issuance of a Certificate of Occupancy or Letter of Zoning Compliance. The

City's Department of Economic Development staff shall review and approve rebate requests which shall include providing approved rebate checks and maintaining accounting records. Rebates are available through the CARE Program for fire suppression, interior rehabilitation, exterior rehabilitation and security improvements.

9. INFORMATION SHARING. The Authority agrees to provide the Chief Administrative Office or a designee thereof with copies of all correspondence relating to its activities to be performed under this Agreement and will keep the Chief Administrative Officer or a designee thereof fully and timely informed of all material developments relating to the CARE Program. For purposes of this Agreement, the City's Director of Economic Development is the designee of the City's Chief Administrative Officer.

10. BUDGET AND AUTHORITY EXPENSES. The budget shall contain existing appropriations, any unencumbered amounts within the Program Fund and anticipated revenues from activities undertaken for the current Fiscal Year. Funds totaling \$300,000 will be transferred from the budget of the Department of Economic Development to carry out the purposes of this Agreement. The Fiscal Year 2024 appropriation may be encumbered or transferred to the Authority no sooner than July 1., 2023. The Authority is authorized to use an amount not to exceed \$24,000.00 to cover the Authority's direct expenses in administering this Agreement.

11. GENERAL PROJECT FUND. The Authority agrees that funds transferred by the City to the Authority from time to time for the Program shall be deposited by the Authority in a designated Program Fund to be used only in accordance with this Agreement. The Authority agrees to transfer to the Program Fund any funds received from any source as a result of this Program, including, but not limited, income and interest earned against the Program Fund.

12.AUTHORITY LIABILITY. It is the intent of the parties not to impose upon the Authority any responsibility other than what may be required to implement the Plan under this Agreement. Accordingly, the Authority does not assume any responsibility or liability whatsoever except as specifically stated herein. Should any liability accrue to the Authority which is not specifically addressed in this Agreement, the Authority shall not be required to expend its funds derived from sources other than the Program Fund to discharge such liability. The Authority is hereby authorized to expend such funds from the Program Fund as may be necessary to protect the assets of the Authority and to prevent the entry of a default judgment against the Authority. If a lawsuit involving the Program is filed or expected to be filed against the Authority, the Authority shall immediately notify the City Attorney and Chief Administrative Officer. The parties acknowledge that the Authority has no general fund revenue and that each Program the Authority undertakes is subject to such program's own independent financial resources and limitations.

13.ENVIRONMENTAL SITE ASSESSMENT. The Authority shall require from the borrower an appropriate level of environmental inquiry. Whenever the results of a Phase I site assessment indicates a need to perform a Phase II site assessment, the Authority shall so advise the borrower and City, shall provide the City with a copy of the Phase I site assessment and shall receive the City's written approval before requesting a Phase II site assessment from the borrower. The City shall be provided a copy of the Phase II site assessment results.

The City and the Authority shall not be responsible for abating and remediating any environmental condition or nuisance of any kind which may be created, caused or, to the extent exacerbated or contributed to by the Project activities.

14.ACCOUNTING AND AUDIT. The Authority shall keep records of its financial transactions, if any, for the projects described herein in accordance with generally accepted accounting principles. The City and the Authority agree that the Authority may engage the services of an independent auditor to conduct an annual audit of the financial transactions, if any, undertaken for the projects described herein. Such audit shall comply in all respects with generally accepted accounting principles. The City Auditor shall have access to the independent auditor's work papers. In addition, the City Auditor or his designee may at any time audit the financial transactions undertaken under this Agreement. The Authority shall cooperate to assure that the independent external auditor and the City Auditor are granted access to all books and records of any party necessary to complete such audits, and will require appropriate provisions in furtherance of this objective in any contracts required under this Agreement. The Authority shall provide an annual audited report on the Program Fund within three months after the end of its fiscal year. Failure to provide an annual audited report shall be considered a material breach of this Agreement and provide cause for termination of the Agreement.

15.AUTHORITY CONTRACTS. The Authority may, within the approved budget, contract without the City's prior approval for services deemed by the Authority to be necessary to undertake and carry out its responsibilities under this Agreement.

16.NO DISCRIMINATION. The City and the Authority agree not to discriminate, in carrying out this Agreement, against any employee or applicant because of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, disability, or military status.

17.AUTHORITY BOND. The Authority shall not be required to furnish the City a blanket corporate fidelity bond surety covering all officers and employees of the Authority

capable of authorizing disbursements of funds or handling funds received or disbursed by the Authority from the City or any other party involved in any activities undertaken pursuant to this Agreement.

18. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by 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 or any jurisdiction other than those of the Commonwealth of Virginia.

19. NOTICES. Any notices required to be given under this Agreement shall be sufficient if in writing and delivered personally, by messenger, by recognized overnight courier service or sent by first class, registered or certified mail, return receipt requested; if to the Authority, to its Chairman at 1500 East Main Street, Suite 400, Richmond, Virginia 23219 or if to the City, to its Chief Administrative Officer at City Hall, 900 East Broad Street, 14th Floor, Richmond, Virginia 23219 with a copy to the City Attorney, 900 East Broad Street, Suite 400, Richmond, Virginia 23219. Either party may change its address for purposes of notice by giving notice to the other in accordance with this paragraph.

20. NO ASSIGNMENT. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto; provided, however, that in no event may this Agreement or any of the rights, benefits, duties or obligations of the parties hereto be assigned, transferred or otherwise disposed of without the prior written consent of the other, which consent neither party shall be obligated to give.

21. NO THIRD PARTY RIGHTS. Notwithstanding any other provision of this Agreement, the City and the Authority hereby 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 and the Authority; (iii) no individual or entity shall obtain any right to make any claim against the City or the Authority 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. For purposes of this section, the phrase "individual or entity" means any individual or entity, including, but not limited to, individuals, tenants, subtenants, contractors, subcontractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether such individual or entity is named in this Agreement.

22. TERMINATION. Either party may terminate this Agreement with or without cause at any time upon reasonable written notice. Upon termination, the Authority shall transfer to the City all assets held under this Agreement, including receivables, and shall cooperate in transferring any such assets to the City.

23. 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.

Witness the following signatures and seals:


CITY OF RICHMOND, VIRGINIA,

A municipal corporation of the Commonwealth
of Virginia,

By: _____
J. E. Lincoln Saunders,
Chief Administrative Officer

Date: _____

Approved as to Form:


Deputy City Attorney

**ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF RICHMOND, VIRGINIA,**
A Political Subdivision of the Commonwealth of
Virginia

By: _____
John Molster,
Chairman

Date: _____