

AGREEMENT

Between the New River/Mount Rogers Workforce Development Area Consortium Board and the New River/Mount Rogers Workforce Foundation

THIS AGREEMENT (Agreement) is made by and between, and effective upon approval by, the New River/Mount Rogers Workforce Development Area Consortium Board (the "Consortium Board"), a Board formed pursuant to Virginia Code § 15.2-1300 by the Cities of Bristol, Galax and Radford and the Counties of Bland, Carroll, Floyd, Giles, Grayson, Montgomery, Pulaski, Smyth, Washington, and Wythe, and the New River/Mount Rogers Workforce Foundation (the "Foundation"), a Virginia non-stock corporation.

WHEREAS, the Foundation is a non-stock corporation, organized as a non-profit corporation in accordance with 26 U.S.C. § 501(c)(3), which has not yet applied for recognition as a tax-exempt organization;

WHEREAS, the Foundation was established to implement policies that complement and support those of the Consortium Board and the New River/Mount Rogers Workforce Development Board (the "Workforce Development Board"), a Local Board organized and established under section 107 of the Workforce Innovation and Opportunity Act of 2014, 11 U.S.C. § 1132, with the functions and purposes set forth therein; and

WHEREAS, the parties desire to formalize their relationship to achieve an efficient coordination between them in support of the programs and services of the Consortium Board;

NOW, THEREFORE, in consideration of the mutual covenants and commitments contained herein, the mutual benefits to be gained by the performance hereof, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1.0 Term

This Agreement shall commence upon approval by the Parties and shall continue in effect for a period of one year with automatic annual renewals unless terminated as provide herein.

2.0 The Consortium Board Name, Seal and Logotype

The Foundation is granted a temporary, non-exclusive license to use the name, logo, and other intellectual property of the Consortium Board during the term of this Agreement.

3.0 The Foundation's Relationship to the Consortium Board

The Foundation is an independent entity, solely responsible for the control and management of all assets of the Foundation, including the prudent management of all gifts made to the Foundation consistent with donor intent, the purposes stated in its organizational documents, and according to all applicable laws. The Foundation is solely responsible for the performance and oversight of all aspects of its operations based on comprehensive bylaws that clearly address the Board's fiduciary responsibilities, including expectations of individual Board members based upon legal and ethical guidelines and policies.

4.0 The Consortium Board's Relationship to the Foundation

The Foundation is hereby designated as the principal fundraising organization for the Consortium Board and for the Workforce Development Board in the Workforce Area. The Consortium Board Chair is responsible for communicating the Consortium Board's priorities and long-term plans to the Foundation. The Consortium Board recognizes that the Foundation is an independent non-profit corporation with the authority to keep all records and data confidential, subject to and consistent with applicable law. As such, the Consortium Board and its employees and other agents will adhere to policies and procedures that protect the confidential nature of the Foundation's data and foster a reasonable expectation of privacy attendant to that data as allowed by law.

5.0 Foundation Management and Operations

The Consortium Board's Executive Director (or other designee as voted on by the Consortium Board) is hereby authorized to act as the principal executive officer responsible for management and operations of all matters related to the Foundation and is authorized to assign staff of the Consortium Board to complete tasks and duties for the Foundation so long as the Foundation is fundraising to support the Consortium Board's priorities.

The Foundation is an independent entity and may hire its own staff to manage and or operate any program or other activity of the Foundation.

6.0 The Consortium Board's Responsibilities

6.1 – Funding Priorities.

At least annually, the Consortium Board Chair will present to the Foundation Board of Directors a written list of current workforce development priorities. The Consortium Board shall rely upon the Foundation, and/or its designee, to assist in determining the priorities and the funding feasibility of each.

More specifically, near the end of each fiscal year, the Consortium Board shall, in conjunction with the Workforce Development Board and the Foundation, develop annual development goals that

shall account for the development priorities of the region for the upcoming fiscal year. These priorities and goals shall consider the Consortium Board's strategic needs, as defined by the Consortium and the Workforce Boards, as well as the Foundation's resources and capacity.

6.2 – Integrated Advancement.

The Consortium Board will actively coordinate its communications, internal relations, and external relations activities with the Foundation to develop a programmatic culture within the Consortium Board's support constituencies that encourages increased philanthropic support, constituent engagement, and private advocacy in support of the Consortium Board.

The Consortium Board shall cooperate with the Foundation in development of its fundraising programs and campaigns, including provision of information, data, plans and such other materials and services as may reasonably be necessary for the successful conduct of fundraising programs and campaigns.

6.3 – Fundraising.

The Consortium Board Members, the Workforce Board Members or Consortium Board-sanctioned volunteers shall work in conjunction with staff and Foundation Board of Directors to identify, cultivate, solicit, and steward donors and prospective donors of private gifts. In so doing, the Consortium Board Chair, Executive Director (or another designee), and volunteers shall adhere to all applicable Foundation policies and procedures provided there is no conflict with applicable law.

Additionally, the Consortium Board acknowledges that the Foundation has primary responsibility for fundraising on behalf the Consortium Board. All Consortium Board representatives will coordinate fundraising initiatives, including major gifts solicitations, with the Foundation.

The Consortium Board recognizes the Foundation exists for the purposes identified in its governing documents, including the benefit of the Consortium Board and the Workforce Development Board, and not for the benefit of individuals within the Consortium Board.

6.4 – Provision of Data.

Subject to applicable law, the Consortium Board shall provide to the Foundation data reasonably requested by the Foundation and deemed necessary by the Foundation for the support of fundraising efforts.

6.5 – Other Considerations.

The Consortium Board and the Foundation reserve the right to reject any gift or grant. If mutual agreement of the parties cannot be reached for the acceptance or rejection of a gift or grant, the default decision will be to reject the gift or grant.

The Consortium Board agrees to provide, if needed, access by the Foundation to Consortium Board services, including staff, workspace, consumable office supplies, mail services, use of audiovisual equipment and services, computer services, duplicating, personnel and payroll services, printing and public relation services, management of assets or property owned by Foundation, and other services and supplies available to the Consortium Board in accordance with applicable Consortium Board procedures.

7.0 Foundation Responsibilities

The Foundation shall endeavor to provide the Consortium Board with fundraising which shall include all services related to the following activities:

7.1 – Fundraising.

In a coordinated and cooperative effort with the Consortium Board, the Foundation shall create an environment conducive to increasing levels of private support for the mission and priorities of the Consortium Board as established by the Consortium Board, as follows:

1. Donor Development, Relations and Stewardship. The Foundation is responsible for planning and executing comprehensive fundraising and donor-acquisition programs designed to encourage prospective and current donors to support the Consortium Board's mission and programs. Activities include donor identification and cultivation, donor research, donor solicitation, periodic updates and/or reports to donors to assure that donor intent is being fulfilled, and appropriate acknowledgment, receipting and documentation of donor gifts to the Foundation.
2. Fundraising Programs. Pursuant to the Foundation's policies on gift acceptance and constituent relations, the Foundation shall plan, coordinate, and execute activities designed to identify, cultivate, and solicit support of all types from private entities including, but not limited to, individuals, corporations, and other foundations.
3. Campaigns. The Foundation shall be responsible for planning and executing fundraising campaigns and developing fundraising goals and methodologies for obtaining support for the Consortium Board's strategic objectives as defined in collaboration with the Consortium Board, the Consortium Board Chair, and other Consortium Board officials. In performing this service, the Foundation shall also provide the Consortium Board with guidance and direction as to the feasibility of certain goals, projects, and initiatives for which the Consortium Board is soliciting or would like to solicit support.
4. Educational Programs. To effectively implement the Foundation's fundraising initiatives, the Foundation may provide instructional programs for Consortium Board officials and personnel who may be involved in fundraising with information about fundraising strategies and techniques, as well as information about the resources provided by the Foundation's programs, policies, and procedures.

5. Development Events. All events that are considered to be for the purpose of cultivating, stewarding, and/or recognizing donors and prospective donors shall be cleared through the Foundation to ensure coordination of fundraising activities. The Foundation is not responsible for directing or coordinating events for the Consortium Board that are not for the purposes outlined in this section.

7.2 – Gift Acceptance and Acknowledgment.

The Foundation will establish, adhere to, and periodically assess its gift/grant acceptance and fund management policies and procedures. The Foundation will, as required or requested, promptly acknowledge and issue receipts for all gifts or grants made to the Foundation and provide appropriate recognition and stewardship of such gifts or grants. If gifts are received by the Consortium Board instead of the Foundation, the Consortium Board will provide appropriate recognition for such gifts or grants.

The Foundation, on behalf of the Consortium Board, shall routinely accept appropriate gifts-in-kind of equipment and supplies intended for Consortium Board’s use.

7.3 – Donor Records and Other Confidential Documents.

The Foundation shall establish and enforce policies and procedures to comply with all applicable laws and regulations and to protect the confidentiality of Foundation information and the reasonable expectation of privacy attendant to donor and prospective donor data. It shall be incumbent upon the Foundation to inform and identify this information and documentation that the Foundation deems confidential. By entering into this Agreement, and subject to the mandatory disclosure requirements of the Virginia Freedom of Information Act, Virginia Code § 2.2-3700, *et seq.*, the Consortium Board, its agents, officers and employees hereby agree to keep confidential all confidential information of the Foundation. The Consortium Board, its agents, officers, or assigns shall treat all Foundation information that is not made available to the general public in the ordinary course of the Foundation’s operations as confidential for the purposes of this Agreement.

7.4 Asset Investment.

If the Consortium Board deposits gifts with the Foundation for investment purposes, the Foundation may pool those funds with the Foundation’s funds and other funds held by the Foundation in a pooled investment portfolio (“Pooled Investments”). In doing so, it is mutually understood that:

1. The Consortium Board retains ownership of Consortium Board funds which shall be identifiable within Pooled Investments;
2. The Foundation is authorized to invest Consortium Board funds in the same manner as other Foundation funds;
3. Consortium Board funds are subject to the Foundation’s administrative fees in accordance with the Foundation’s policies;

4. Consortium Board funds may be pooled with the Foundation's funds and other funds for the purpose of participating in the Pooled Investments;
5. There is no expressed or implied trust relationship between the Foundation and the Consortium Board;
6. Pooled Investments shall be invested in accordance with the Foundation's investment policy;
7. There is an inherent risk involved with investing that is beyond the control of the Foundation, including the potential for loss of the Consortium Board's principal in the initial investment, loss of subsequent deposits, loss of interest or appreciation, and loss of other financial gains;
8. Neither party is obligated to offer or accept investment advice to or from the other party;
9. The Foundation has not and does not hold itself out as an investment advisor or as a professional investment organization;
10. The Consortium Board's representative for all matters relating to the investment of Consortium Board funds by the Foundation is the Consortium Board Chair or his/her designee.

For all Consortium Board funds invested by the Foundation, the Foundation shall provide periodic summaries and confirmations of balances of Consortium Board funds as may be requested or required. Additionally, the Foundation shall provide the Consortium Board with a copy of the most recent investment policy.

Upon written notice from the Consortium Board requesting withdrawal of Consortium Board funds from the Pooled Investments, the Foundation will promptly withdraw the funds such that removal of the funds may be reasonably completed without adversely affecting the remaining investment portfolio.

7.5 – Asset Management.

The Foundation will establish and, from time to time, modify asset-allocation, disbursement, and spending policies and procedures that adhere to, if applicable and required, all current and future applicable federal and state laws including the Uniform Prudent Investor Act (UPIA) and the Uniform Prudent Management of Institutional Funds Act (UPMIFA), as amended or modified from time to time.

The Foundation will receive, hold, manage, invest, and disburse contributions of cash, securities, and other forms of property, including immediately vesting gifts and deferred gifts that are contributed in the form of planned and deferred-gift instruments.

The Foundation's Board of Directors is responsible for the control and management of all assets of the Foundation, including the prudent management of all gifts consistent with donor intent.

The Foundation's responsibilities shall include management of assets received, held by, or entrusted to the Foundation for the benefit of the Consortium Board, in accordance with this Agreement. Support of the Consortium Board shall include providing funds for workforce

development programs and the administration thereof. The Foundation shall endeavor to preserve and enhance the value of the assets at all times and shall not intentionally cause any devaluation of the assets.

The Foundation funds include all funds raised by the Foundation for the benefit of the Consortium Board through its various fundraising activities. The Foundation funds also include the restricted and unrestricted endowments, if any, and other funds, the ownership and title of which have been, or are in the future transferred to, or received by, the Foundation.

The Foundation will provide effective and prudent management of the Foundation funds, and may include investment of the Foundation funds through one or more qualified investment firms, according to a well-designed and Foundation Board approved investment policy.

The Foundation will receive, hold, manage, invest, and disburse contributions, including immediately vesting gifts and deferred gifts that are contributed in the form of planned and deferred gift instruments.

The Foundation shall maintain individually named endowments free and clear of any liens, charges, encumbrances and other restrictions other than those restrictions imposed by the original donors or by law.

7.6 – Fund Administration and Distribution.

The Foundation will administer private gifts to benefit the Consortium Board and will transfer funds to the Consortium Board as approved by the Foundation Board and in compliance with applicable laws, Foundation, and Consortium Board policies, and fund or grant agreements.

The Foundation's disbursements on behalf of the Consortium Board must be for reasonable expenses and requirements that support the Consortium Board and its programs, are consistent with donor intent, and do not conflict with any applicable laws and regulations.

When establishing a new account, the Foundation will disclose any terms, conditions, or limitations legally imposed by the donor or legal determination on the gift. The Consortium Board will abide by such restrictions and provide appropriate acknowledgment of such terms, conditions, or limitations and documentation of compliance.

When distributing funds to the Consortium Board, the Foundation will disclose any terms, conditions, or limitations imposed by the donor or legal documentation of the gift. To the extent permitted by law, the Consortium Board will abide by such restrictions and provide appropriate documentation when required.

7.7 – Foundation Operations.

The Foundation is responsible for establishing a financial plan to pay the costs of Foundation programs, operations, and services. The Foundation has the right to impose a reasonable fee on funds the Foundation manages.

The Foundation shall maintain, at its own expense, copies of the plans, budgets, and donor records developed in connection with the performance of its obligations.

The Foundation will expend unrestricted funds and/or the income or gains therefrom and/or assess fees for services for its operating expenses, including payment of reasonable compensation for services actually rendered in the operation of the Foundation.

The Foundation will design, adopt, and may amend as necessary, the budget and/or strategic plan for the Foundation. The annual budget shall identify expected revenue and proposed expenditures from undesignated funds for the Foundation operating expenses.

The Foundation may engage the services of outside legal counsel for the review of contracts and other legal issues as necessary.

Any sub-contractor, vendor or service provider hired by the Foundation is the sole legal and financial responsibility of the Foundation.

7.8 – Other Responsibilities.

The Foundation may engage an independent accounting firm annually to conduct an independent audit of the Foundation's financial and operational records and, if performed, will provide the Consortium Board with an opportunity to review the annual audited financial statements as a confidential document. Copies of the final reports, including the financial statements, any opinion letter, management letter, internal control letter, and other documents prepared by such auditor, shall be furnished to the Consortium Board upon request, subject to the requirements of paragraph 7.3 of this Agreement. However, if the Foundation is included with the annual audit of the Consortium Board, a separate audit and or audit report is not required. Such accounting firm may also support the Foundation in its preparation of required tax returns.

With the explicit approval of the Foundation Board and the Consortium Board, the Foundation may from time to time serve as an instrument for entrepreneurial activities for the Consortium Board.

The Foundation may accept or procure licensing agreements and other forms of intellectual property, or engage in other activities to increase Foundation or Consortium Board revenue or reduce Foundation or Consortium Board expenditures consistent with their missions and as allowed by laws or regulations. The Consortium Board will reimburse the Foundation for reasonable and appropriate costs as required.

7.9 – Compliance.

In fulfilling these obligations, the Foundation shall comply with applicable state and federal law and its own policies and procedures, including maintenance of a conflict of interest policy for Board members and staff.

8.0 - Confidentiality and Access to Foundation Information

The Foundation will provide to the Consortium Board and its employees and other agents, upon request, copies of or access to publicly available documents of the Foundation including, but not limited to: Articles of Incorporation, IRS Form 990, Return of Organization Exempt from Income Tax, VDACS reports and its Annual Report.

The parties agree that all other information, policies, guidelines and other data is confidential information not publicly available and shall under all circumstances be subject to the provisions of paragraph 7.3 of this Agreement. Confidential information includes, but is not limited to, the following:

1. Donor contact information including, but not limited to, addresses, phone numbers, and email addresses;
2. Portions of records that disclose a donor's or prospective donor's personal, financial, estate planning or gift planning matters;
3. Records received from a donor or prospective donor regarding such donor's prospective gift or pledge;
4. Records containing information about a donor or a prospective donor in regard to the appropriateness of the solicitation and dollar amount of the gift or pledge;
5. Portions of records that identify a prospective donor and that provide information on the appropriateness of the solicitation, the form of the gift or dollar amount requested by the solicitor, and the name of the solicitor;
6. Portions of records disclosing the identity of a donor or prospective donor, including the specific form of gift or pledge that could identify a donor or prospective donor, directly or indirectly, when such donor has requested anonymity in connection with the gift or pledge. This does not apply to a gift or pledge from a publicly held business corporation.
7. Information relating to fundraising plans and strategies;
8. Trade secret information and information relating to the business of any Foundation subsidiary which, if released, could create a competitive disadvantage;
9. Individual employee information other than name, title and salary;
10. Information relating to trusts and annuities, if any, administered by the Foundation, except as to actual gifts to the Foundation from such a trust or annuity; and
11. Other information protected by applicable laws and regulations.

When necessary or beneficial to the efficient execution of fundraising activities, the Foundation may provide access to Foundation data and records to select Consortium Board personnel on a limited, need-to-know basis in accordance with paragraph 7.3 of this Agreement. Providing such access shall not negate the confidential nature of the Foundation's information and records or the classification of such information and records as trade secrets. Additionally, providing such access does not undermine the reasonable expectation of privacy of donors and prospective donors with

respect to the information provided to and/or maintained by the Foundation. Any Consortium Board employee with access to Foundation information shall be held to the highest standard of confidentiality and sign a confidentiality agreement specifically governing such access.

9.0 General Provisions

9.1 – Amendments.

Any changes, modifications, revisions, or amendments to this Agreement, must be in writing signed by both Parties to this Agreement.

9.2 – Applicable Law and Venue.

The Parties mutually understand and agree that the construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the Commonwealth of Virginia. If any dispute arises between the Parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the Circuit Court of Pulaski County, Virginia. The foregoing provisions of this paragraph are agreed by the Parties to be a material inducement to the Foundation and to the Consortium Board in executing this Agreement.

9.3 – Assignment.

Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Foundation shall not use this Agreement, or any portion thereof, as collateral for any financial obligation without the prior written permission of the Consortium Board.

9.4 – Audit/Access to Records.

Subject to the requirements of paragraphs 7.3 and 8.0 of this Agreement, the Consortium Board and its employees and other agents shall have access to any books, documents, papers, and records of the Foundation which are pertinent to this Agreement and not protected by applicable law. The Foundation shall, immediately upon receiving written instruction from the Consortium Board, provide to any independent auditor, accountant, or accounting firm, all books, documents, papers, and records of the Foundation which are pertinent to this Agreement and not protected by applicable law, subject to the provisions of paragraph 7.3 of this Agreement, which shall apply to each person working for any such auditor, accountant or auditing firm. The Foundation shall cooperate fully with any such independent auditor, accountant, or accounting firm during the entire course of any audit authorized by the Consortium Board.

9.5 – Availability of Funds.

Any funds due to be paid by either party to the other party as required in this Agreement is conditioned upon the availability of funds, which are appropriated or allocated for the payment of these obligations. If funds are not allocated and available for the continuance of the services, the

Agreement may be terminated or modified by either party at the end of the period for which funds are available. Either party shall notify the other party at the earliest possible time of the services, which will be or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect services or payment of claims if either party knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit either party to terminate this Agreement in order to acquire similar services from another party.

9.6 – Compliance with Laws.

All parties to this Agreement shall keep informed of and comply with all applicable federal, state or local laws and regulations in the performance of this Agreement.

9.7 – Entirety of Agreement.

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

9.8 – Force Majeure.

Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond the control, and without the fault or the negligence of the nonperforming party. Such causes may include, but are not restricted to, Acts of God or a public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall only become effective if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

9.9 – No Indemnification.

Except as specifically set forth herein, there shall be no indemnification by one party of the other, and each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees, to the fullest extent allowed by law.

Each party agrees to maintain reasonable coverage for such liabilities either through commercial insurance or a reasonable self-insurance mechanism, and the nature of such insurance coverage or self-insurance mechanism will be reasonably provided to the other upon request.

9.10 – Notices.

All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, email, or delivery in person. A party may change its address for notice hereunder by giving written notice to the other party.

9.11 – Severability.

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if either party is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

9.13 – Termination.

This Agreement may be terminated (a) by either party at any time without penalty, provided that written notice of such termination is furnished to the other party at least sixty (60) days prior to the effective date of termination, with services to be continued during this sixty (60) day term or (b) by either party for cause at any time, provided the other party is provided notice of the reasons for a termination for cause and not less than 14 calendar days to accomplish a reasonably effective cure.

9.14 – Third Party Beneficiary Rights.

The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

9.15 – Titles Not Controlling.

Titles of paragraphs are for reference only and shall not be used to construe the language in this Agreement.

9.16 – Waiver.

The waiver of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

9.17 – Statement of Coordination.

This Agreement is intended to contribute to the coordination of the mutual activities of the Foundation and the Consortium Board. To ensure effective achievement of the objectives of this Agreement, Consortium Board and the Foundation officers, leaders or other representatives shall hold periodic meetings to foster and maintain productive relationships and to ensure open and continuing communications and alignment of priorities.

9.18 – Winding Up Upon Foundation Dissolution.

Consistent with the provisions of the Foundation’s Bylaws and its Articles of Incorporation, should the Foundation cease to exist or cease to be an IRC § 501 (c)(3) organization (having received such recognition), the Foundation will transfer its assets and property in accordance with its organizational documents and applicable law. For purposes of this section, a corporate reorganization, merger, or consolidation or a renaming of the Foundation shall not constitute a cessation of existence provided the Foundation, or its successor, is recognized as the affiliated foundation or component unit of the Consortium Board.

9.19 - Addresses for Notice Hereunder

For the Consortium Board:

New River/Mount Rogers Workforce Development Area Consortium Board
6580 Valley Center Drive, Suite 119
Radford, VA 24141

For the Foundation:

New River/Mount Rogers Workforce Foundation
6580 Valley Center Drive, Suite 119
Radford, VA 24141

The Parties to this Agreement, through their duly authorized representatives, have executed this Agreement and certify that they have read, understand, and agree to the terms and conditions of this Agreement.

NEW RIVER/MOUNT ROGERS WORKFORCE DEVELOPMENT AREA CONSORTIUM BOARD

Mary W. Biggs Date 12/6/23
Chair

Print name:
Mary Biggs

NEW RIVER/MOUNT ROGERS WORKFORCE FOUNDATION

Mike Miller Date 12/6/23
Chair

Print name:
Mike Miller