

AGREEMENT TO PROVIDE SERVICES

This Agreement to Provide Services ("Agreement") entered into this 15th day of December 2020, by and between the Economic Development Authority of Pulaski County, Virginia ("EDA"), a political subdivision of the Commonwealth of Virginia, and Virginia's First Regional Industrial Facilities Authority ("Virginia's First"), a political subdivision of the Commonwealth of Virginia.

WHEREAS, Virginia's First is the owner of property being developed as an industrial park (the "Park"), which property is located within the geographic boundaries of Pulaski County, and which benefits Pulaski County and the larger New River Valley and Roanoke Valley regions; and

WHEREAS, the County of Pulaski is a member of Virginia's First; and

WHEREAS, EDA has historically worked cooperatively with Virginia's First to develop projects within the Park; and

WHEREAS, Virginia's First seeks administrative staffing solutions which the EDA is able and prepared to provide.

NOW THEREFORE, EDA and Virginia's First do hereby agree as follows:

1. EDA will create a position dedicated to the provision of management and administrative services (as detailed below) to Virginia's First. EDA will hire an individual to fill that position.
2. Virginia's First will appoint Michael Solomon as its Executive Director and EDA will compensate Michael Solomon for serving in that role.
3. Through the newly created staff position and through the Executive Director, EDA will provide the following specific services, in addition to general management and administrative services:
 - a) EDA will provide board meeting management to include scheduling, legal notices and preparation of meeting packets for the Virginia's First Board Members ("Board Members");
 - b) EDA will act as the liaison between Virginia's First and Onward NRV;
 - c) EDA will provide web hosting services for the Virginia's First website and will update, on an annual basis, all marketing materials;
 - d) EDA will manage and generate communications with, and documentation relating to, prospects interested in locating in the Park, to include preparation of Requests for Proposal and responses to Requests for Information;
 - e) EDA will prepare applications for grants and incentives that may be available with respect to any projects in the Park;
 - f) EDA will act as project manager for projects in the park, to include the administration of grants and incentives and oversight of performance agreements.
4. Where appropriate, and without compromising its obligations to its appointing body and the citizens of Pulaski County, EDA will utilize its own economic development resources and assets in a manner that supports the operations and the mission of Virginia's First.
5. EDA will provide assistance to Virginia's First and the Pulaski County Board of Supervisors (the "Board of Supervisors") in their efforts to fulfill their respective responsibilities under

the Cooperation Agreement, dated July 27, 2020, between Virginia's First and the Board of Supervisors.

6. The Executive Director shall periodically meet with Virginia's First's Executive Board to assess the status of this Agreement and to evaluate whether the implementation of the Agreement is serving the needs of Virginia's First.
7. Virginia's First shall pay \$85,000.00 annually to EDA to be allocated:
 - a) \$67,500 as compensation for the newly created staff position; and
 - b) \$17,500 as compensation for the Executive Director.
8. The term of this Agreement shall be three (3) years, beginning January 1, 2021 and ending on December 31, 2023 (the "Term"). This Agreement shall automatically renew for one (1) year terms ("Renewal Term") unless either party shall provide written notice sixty (60) days prior to the expiration of the Term or any Renewal Term.
9. Notwithstanding the provisions of Paragraph 8 above, either party may terminate this Agreement by mutual agreement or upon the Executive Director's voluntary or involuntary departure upon sixty (60) days advance written notice.
10. EDA agrees that until more than sixty percent (60%) of the total developable acreage in the Park has been developed, EDA will not develop any new publicly owned industrial park property within Pulaski County that is competitive with the Park.
11. In order to facilitate Michael Solomon's appointment as Executive Director, Virginia's First shall accept Michael Solomon's resignation as a Member of the Virginia's First Executive Board. EDA agrees that neither its staff nor any member of the EDA Board shall accept appointment to the Virginia's First Executive Board.

Executed this 23rd day of December, 2020.

ECONOMIC DEVELOPMENT AUTHORITY OF
PULASKI COUNTY, VIRGINIA

BY:

ITS:

VIRGINIA'S FIRST REGIONAL INDUSTRIAL
FACILITIES AUTHORITY

BY:

ITS:

Mary W. Biggs
Mary W. Biggs
Chair