



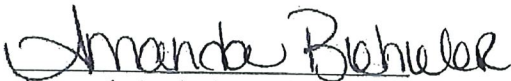
PUBLIC NOTICE

Special Called Meeting
January 28, 2025
6:00pm

Special Called Meeting of the Richlands Town Council, called by Mayor Rod Cury, is scheduled for January 28, 2025, at 6:00pm at the Richlands Town Hall at 200 Washington Square, Richlands, VA.

Topics for Discussion:

- Cell Tower Contract
- Strategic Government Resources Contract
- Grants, Events for 2025
- Executive Session for Personnel: VA Code Section 2.2-3711 (A)(1)


Amanda Beheler, Clerk


Rod Cury, Mayor



AGENDA
SPECIAL CALLED MEETING

Richlands Town Hall

January 28, 2025

6:00 PM

- I. Call the Meeting to Order
- II. Invocation
- III. Pledge of Allegiance
- IV. Approval of Agenda as presented
- V. Cell Tower Contract
- VI. Strategic Government Resources Contract
- VII. Grants, Events for 2025
- VIII. Executive Session for Personnel: VA Code Section 2.2-3711 (A)(1)
- IX. Adjourn

OPTION AGREEMENT TO PURCHASE COMMUNICATIONS EASEMENT

THIS AGREEMENT (this "**Option Agreement**") is made effective as of the latter signature date hereof (the "**Option Effective Date**") by and between ATC Sequoia LLC, a Delaware limited liability company ("**Buyer**") and Town of Richlands, Virginia ("**Seller**") (Buyer and Seller being collectively referred to herein as the "**Parties**").

In consideration of the foregoing recitals and the mutual covenants set forth herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Seller hereby grants to Buyer an exclusive option (the "**Option**") to purchase a perpetual, exclusive communications easement and perpetual, non-exclusive access and utility easement (collectively, the "**Easements**"), which Easements shall be memorialized in an easement agreement, the form and substance of which shall be substantially similar to the agreement attached hereto as Exhibit A and incorporated herein by reference (the "**Easement Agreement**"). The Easement Agreement shall grant, convey, and transfer to Buyer certain rights as described in the Easement Agreement over, across, in, and under that certain real property owned by Seller in the County of Tazewell, Commonwealth of Virginia (the "**Premises**"), and on which Buyer currently operates or manages a communications facility. Seller shall also assign to Buyer, or an affiliate of Buyer, all of Seller's right, title and interest in, to and under all of the existing leases, licenses, or other agreements for use and occupancy of the Premises, including but not limited to those agreements listed on the Current Agreement Addendum attached hereto and incorporated by this reference (collectively, the "**Current Agreement**" or "**Current Agreements**"), including without limitation, the right to receive any and all rents and other monies payable to Seller thereunder, arising or accruing on or after the Closing (as herein defined). The Buyer shall have the sole, exclusive and absolute right to exercise the Option as provided herein. Seller hereby represents and warrants that it has the full power and authority to enter into this Option Agreement and the person(s) executing this Option Agreement on behalf of Seller, as the case may be, have the authority to enter into and deliver this Option Agreement on behalf of Seller. If applicable, Seller shall execute a resolution and consent affidavit prepared by Buyer evidencing proper signing authority, or Seller must otherwise demonstrate, in Buyer's sole and absolute discretion, the person(s) executing this Option Agreement on behalf of Seller, have the authority to enter into and deliver this Option Agreement on behalf of Seller.
2. Subject to the terms of this Option Agreement, Buyer may exercise the Option by paying to Seller an amount equal to **One hundred thirty-five thousand and xx/100 Dollars (\$135,000.00)** [the "**Purchase Price**"] by check or by electronic funds transfer. The day on which payment is made to Seller is referred to herein as the "**Closing**". Buyer shall have the right to deduct from the Purchase Price, on a prorated basis, any prepaid monthly and/or annual rental payments made pursuant to the Current Agreement, which are attributable to the period subsequent to the first day of the next calendar month following the date of Closing. Seller agrees to accept the Purchase Price as full and final compensation for conveying the Easements to Buyer. The Purchase Price shall be paid to, and all taxable income shall be reported by, **Town of Richlands**. From and after the Effective Date, Seller shall not (and hereby agrees not to) solicit or accept any offers to purchase, lease, license, or otherwise transfer, convey, and/or assign any easement or other interests, rights, and/or title in and/or to all or any portion of the Premises, or continue negotiations with other potential purchasers or other third parties with respect to the same, until the expiration of this Option Agreement.
3. The Parties shall use best efforts to close the transaction contemplated herein within ninety (90) days of the Option Effective Date. Unless otherwise agreed to in writing by the Parties, this Option Agreement shall automatically terminate upon the earlier of the date of Closing or the 180th day following the Option Effective Date (said date being referred to herein as the "**Termination Date**"). Between the Option Effective Date and the Termination Date, Buyer and its agents, employees, contractors, and designees may hereafter enter the Premises for the purposes of inspecting, surveying or otherwise evaluating the Premises to determine whether Buyer will, in its sole and absolute discretion, exercise the Option. Seller shall provide Buyer with any reasonable documentation requested by Buyer to facilitate payment to Seller or to otherwise assist in expediting Buyer's completion of its due diligence. If all or any portion of the Premises is encumbered by a mortgage or other security instrument, Seller agrees to obtain a Non-Disturbance Agreement ("**NDA**") from the applicable lender(s) on a form to be provided by Buyer. If, despite Seller's best efforts, Seller is unable to obtain the NDA, Seller may request a risk assessment to determine whether Buyer will exercise the

BUYER:

ATC Sequoia LLC,
a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CURRENT AGREEMENT ADDENDUM

That certain Communications Site Option and Land Lease Agreement and Deed of Lease dated October 14, 2004 by and between the Town of Richlands, Virginia, as Lessor/Landlord, and Virginia RSA 2 Limited Partnership, a Delaware Limited Partnership, d/b/a ALLTEL, as Lessee/Tenant, and evidenced by that certain Memorandum of Lease recorded on February 15, 2005 in the official records of Tazewell County, Virginia in Deed Book 0933, Page 0209. As amended by that certain First Amendment to Communications Site Option and Land Lease Agreement and Deed of Lease dated June 13, 2008. As amended by that certain Second Amendment to Communications Site Option and Land Lease Agreement and Deed of Lease dated July 23, 2021 and evidenced by that certain Memorandum of Lease recorded on August 11, 2021 in the official records of Tazewell County, Virginia as Instrument 210002570.

Prepared by and Return to:

Attorney, Robin Chu, Land Management

Site No: 417602

Site Name: Clinch River VA

c/o American Tower

10 Presidential Way

Woburn, MA 01801

Prior Recorded Lease Reference:

Instrument 210002570

State of Virginia

County of Tazewell

(Recorder's Use Above this Line)

COMMONWEALTH OF VIRGINIA

Assessor's Parcel No.: 105A511130017-0021

COUNTY OF TAZEWell

EASEMENT AND ASSIGNMENT AGREEMENT

This Easement Agreement ("***Agreement***") dated as of _____, 202_ (the "***Effective Date***"), by and between Town of Richlands, Virginia ("***Grantor***") and ATC Sequoia LLC, a Delaware limited liability company ("***Grantee***").

BACKGROUND

Grantor is the owner of the real property described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "***Premises***"). Grantor desires to grant to Grantee certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

AGREEMENTS

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Easements.** Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants, bargains, sells, transfers and conveys to Grantee, its successors and/or assigns: (i) a perpetual, exclusive easement (the "***Exclusive Easement***") in and to that portion of the Premises more particularly described on **Exhibit "B"** attached hereto and by this reference made a part hereof (the "***Exclusive Easement Area***"); and (ii) a perpetual, non-exclusive easement (the "***Access and Utility Easement***"; the Exclusive Easement and Access and Utility Easement, collectively, the "***Easements***") in and to that portion of the Premises more particularly described on **Exhibit "C"** attached hereto and by this reference made a part hereof (the "***Access and Utility Easement Area***"; the Access and Utility Easement Area and Exclusive Easement Area, collectively, the "***Easement Areas***"). The Easement Areas shall be used for the purposes set forth herein and shall expressly include that portion of the Premises upon which any of Grantee's fixtures, structures, equipment or other personal property are located as of the date of this Agreement.
2. **Private Easement.** Nothing in this Agreement shall be deemed to be a dedication of any portion of the Easement Areas for public use. All rights, easements and interests herein created are private and do not constitute a grant for public use or benefit.

Site No: 417602

Site Name: Clinch River VA

Area as set forth herein, Grantor and Grantee agree to amend the description of the Access and Utility Easement Area provided herein to include the description of such areas and/or to relocate the Access and Utility Easement, for no additional consideration, and to create a revised legal description for the Access and Utility Easement Area that will reflect such relocation. The Access and Utility Easement and the rights granted herein with respect to the same shall be assignable by Grantee to any public or private utility company to further effect this provision without the consent or approval of Grantor.

7. Non-Compete. During the Term, Grantor shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Premises or Grantor's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "Third Party Competitor"), without the prior written consent of Grantee, which may be withheld, conditioned, and/or delayed in Grantee's sole, reasonable discretion.

8. Assignment. Grantee may assign this Agreement, in whole or in part, to any person or entity at any time without the prior written consent or approval of, or notice to, Grantor, including, but not limited to, an affiliate of Grantee. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all of its obligations, duties and liabilities hereunder.

9. Covenants; Representations; Warranties.

- a. Grantor hereby represents and warrants to Grantee the following: (i) Grantor is the owner in fee simple of the Easement Areas, free and clear of all liens and encumbrances; (ii) Grantor has the full authority and power to enter into and perform its obligations under this Agreement, and, to the extent applicable, the person or persons executing this Agreement on behalf of Grantor have the authority to enter into and deliver this Agreement on behalf of Grantor; (iii) to the best of Grantor's knowledge, there is no condemnation proceeding pending or threatened against all or any portion of the Premises; (iv) no claim, litigation, proceeding, or investigation is pending or, to the best of Grantor's knowledge, threatened against Grantor or all or any portion of the Premises that could affect Grantee's use of the Easement Areas as contemplated herein; (v) Grantor has not filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors or suffered the appointment of a receiver to take possession of substantially all of its assets; (vi) to the best of Grantor's knowledge, the Premises is in compliance with all applicable laws, ordinances and regulations, including those governing Hazardous Materials (as defined below); (vii) to the best of Grantor's knowledge, there is no proceeding pending or threatened to change the zoning status of the Premises; (viii) Grantor is not indebted to any party, including, without limitation, any local or state or the federal government for which a lien or claim of lien has been or could be asserted against all or any portion of the Premises; (ix) there are no leases, written or oral, affecting all or any portion of the Easement Areas, except for any agreements entered into between Grantee or its affiliates and third parties and/or the Current Agreement(s) (as defined below); (x) the Easement Areas do not constitute or form a part of Grantor's homestead, or, in the event that the Easement Areas are located upon homestead property, then Grantor's spouse (if applicable) shall join in the execution of this Agreement; (xi) Grantor has paid all taxes, assessments, charges, fees, levies, impositions and other amounts relating to the Premises due and payable prior to the Effective Date; and (xii) Grantee shall peaceably and quietly hold, exercise, and enjoy the Easements during the Term without any hindrance, molestation or ejection by any party whomsoever.
- b. During the Term, Grantor shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Premises, including the Easement Areas. Grantee hereby agrees to reimburse Grantor for any personal property taxes in addition to any increase in real property taxes levied against the Premises that are directly attributable to Grantee's improvements on the Easements (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Grantor must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Grantee) of such personal property taxes or real property tax increase to Grantee along with proof of payment of the same by Grantor. Anything to the contrary notwithstanding, Grantor shall not be entitled to reimbursement from Grantee for any costs associated with an increase in the value of Grantor's real property calculated based on any monetary consideration paid from Grantee to Grantor. Additionally, Grantor is only eligible for reimbursement by Grantee for any applicable taxes if Grantor requests such reimbursement within one (1) year after the date such taxes became due. Grantor shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn:*

exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Grantor shall recognize the holder of any such Security Interest of which Grantor is given prior written notice (any such holder, a "**Holder**") as "Grantee" hereunder in the event a Holder succeeds to the interest of Grantee hereunder by the exercise of such remedies. Grantor further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Grantee or Holder.

12. Notices. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth below:

To Grantee: ATC Sequoia LLC
c/o American Tower
10 Presidential Way
Woburn, MA 01801

To Grantor: Town of Richlands, Virginia
200 Washington Square
Richlands, VA 24641

With copy to: ATC Sequoia LLC
c/o American Tower
116 Huntington Avenue
Boston, MA 02116
Attn: Legal Department

Grantor or Grantee, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

13. Force Majeure. The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall automatically be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

14. Miscellaneous. This Agreement shall be recorded at the sole expense of Grantee and shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth. The captions and headings herein are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions, scope or intent of this Agreement. This Agreement and any other documents executed in connection herewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressly set forth herein. Grantee has not provided any legal or tax advice to Grantor in connection with the execution of this Agreement. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement that is signed by each of the parties hereto.

15. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee in this Agreement, or in any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantor or Grantee.

16. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Grantor and Grantee are not signatories to the original or the same counterpart.

17. Severability. Should any part or provision of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions of the Agreement, and they shall remain in full force and effect and this Agreement shall be construed as if such part or provision

23. Waiver. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL GRANTOR OR GRANTEE BE LIABLE TO THE OTHER FOR, AND GRANTOR AND GRANTEE HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE OR LOSS OR BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY, AND SIMILAR DAMAGES.

24. Condemnation. In the event Grantor receives notification of any condemnation proceeding affecting the Easement Areas, or any portion thereof, Grantor shall provide notice of the proceeding to Grantee within forty-eight (48) hours. If a condemning authority takes all of the Easement Areas, or any portion thereof, Grantee shall be entitled to pursue Grantee's own award in the condemnation proceeds, which for Grantee will include, where applicable, the value of its communications facility, moving expenses, consideration paid to Grantor for the Easements, and business dislocation expenses.

[END OF DOCUMENT – SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

GRANTEE:

2 WITNESSES

ATC Sequoia LLC,
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this the ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

{Seal}

Attachments:

Exhibit "A" – Premises
Exhibit "B" – Exclusive Easement Area
Exhibit "C" – Access and Utility Easement Area
Exhibit "D" – Current Agreement(s)

Site No: 417602
Site Name: Clinch River VA

EXHIBIT "B"
Exclusive Easement Area

This Exhibit B may be replaced with descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Exclusive Easement Area, and if applicable, guy wire and guy anchor easements

BEGINNING AT AN IRON PIN (SET) SAID PIN BEING THE NORTHWEST CORNER OF THE 100' BY 100' LEASE AREA, THENCE S62°18'07"E 100.00' TO AN IRON PIN (SET) SAID PIN BEING THE NORTHEAST CORNER, THENCE S27°41'53"W 100.00' TO AN IRON PIN (SET) SAID PIN BEING THE SOUTHEAST CORNER, THENCE N62°18'07"W 100.00' TO AN IRON PIN (SET) SAID PIN BEING THE SOUTHWEST CORNER, THENCE N27°41'53"E 100.00' TO THE BEGINNING CONTAINING 0.230 ACRES.

EXHIBIT "D"
Current Agreement(s)

That certain Communications Site Option and Land Lease Agreement and Deed of Lease dated October 14, 2004 by and between the Town of Richlands, Virginia, as Lessor/Landlord, and Virginia RSA 2 Limited Partnership, a Delaware Limited Partnership, d/b/a ALLTEL, as Lessee/Tenant, and evidenced by that certain Memorandum of Lease recorded on February 15, 2005 in the official records of Tazewell County, Virginia in Deed Book 0933, Page 0209. As amended by that certain First Amendment to Communications Site Option and Land Lease Agreement and Deed of Lease dated June 13, 2008. As amended by that certain Second Amendment to Communications Site Option and Land Lease Agreement and Deed of Lease dated July 23, 2021 and evidenced by that certain Memorandum of Lease recorded on August 11, 2021 in the official records of Tazewell County, Virginia as Instrument 210002570.

Prepared by and Return to:

Attorney Robin Chu, Land Management
c/o American Tower
10 Presidential Way
Woburn, MA 01801
Tax Parcel ID No: 105A511130017-0021

RESOLUTION AND CONSENT AFFIDAVIT

Town of Richlands, Virginia

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees (collectively "***Affiants***") of the above referenced entity (the "***Seller***"), hereby declare and resolve the following:

1. ATC Sequoia LLC, a Delaware limited liability (hereinafter "***Buyer***") currently manages or operates a communications tower on a portion of real property on land owned by the Seller.
2. Seller and Buyer desire to enter into an Option Agreement to Purchase Communications Easement and an Easement and Assignment Agreement (collectively, the "***Easement***") which will grant Buyer a perpetual easement in, over, under, across and through land owned by the Seller and Buyer will provide a one-time, lump-sum payment to Seller as more fully set forth in the Easement.
3. Seller is a legal entity and in full compliance with all applicable laws required by the state in which Seller is located and originally created, or if not in compliance, the Affiants listed hereunder are all the only legal and equitable interest owners of Seller and are the only Members, Partners, Directors, Shareholders or Trustees of Seller.
4. The Affiants hereby consent to the Easement and all provisions therein and declare that Seller is hereby authorized to enter into the Easement with Buyer.
5. The Affiants also declare that they have full legal authority to bind Seller under the laws of the State or Commonwealth upon which Seller's property is located and Affiants have the full authority to execute any and all agreements on behalf of Seller and to nominate individuals to act on Seller's behalf.
6. The Affiants hereby nominate the below listed individual (the "***Nominee***") as attorney-in-fact to execute the Easement on behalf of Affiants and Seller, as well as any other documents necessary to complete the Easement transaction and comply with the provisions therein. The Nominee shall have full power and authority to act on

Site No: 417602
Site Name: Clinch River VA

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW:

AFFIANT NO. 1

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

{Seal}

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW:

AFFIANT NO. 3

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202__, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

{Seal}

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW:

AFFIANT NO. 5

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

{Seal}

**Agreement for Executive Recruitment Services ("PROJECT")
to Town of Richlands, Virginia ("CLIENT") between
CLIENT and Strategic Government Resources, Inc., DBA SGR ("SGR")**

SGR and CLIENT (together, "Parties") agree as follows, effective upon the date of the later signature below, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the sufficiency of which each Party hereby acknowledges.

1. SGR promises and agrees:

- A. To perform the services described in SGR's Proposal for PROJECT dated January 17, 2025 ("PROPOSAL") in response to CLIENT's Request for Proposals for Executive Search Consulting Services for Recruitment of Town Manager issued January 3, 2025 ("RFP"), substantially in the timeframe projected in the PROPOSAL.
- B. To honor the Placement Guarantee stated in the PROPOSAL.
- C. To comply with all applicable open records, public information and similar laws, and consult with CLIENT if SGR is asked for information before disclosure, unless prevented by court order or law from doing so.

2. CLIENT promises and agrees:

- A. To pay SGR promptly as billed or invoiced for such services in accordance with the amounts stated in PROPOSAL, including Reimbursable Expenses and costs of any Supplemental Services or Other Expenses that CLIENT selects. Balances that are unpaid after the payment deadline are subject to a fee of 5% per month or the maximum lawful rate, whichever is less, on the owed amount every month, charged monthly until the balance is paid.
- B. To timely provide photos/graphics and information necessary to develop recruitment brochure, narrow candidate field, and conduct candidate screening and interviews; failure to do so may, in SGR's reasonable discretion, extend timeline and can negatively impact the outcome of the process.
- C. To respond to drafts of documents and reports in a timely manner; failure to do so may, in SGR's reasonable discretion, extend timelines and can negatively impact the outcome of the process.
- D. To refer all prospective applicants to SGR and not to accept applications independently during the recruitment process.
- E. To provide legal opinions to SGR regarding when and if any information relating to the PROJECT must or should be released in accordance with public information laws or legal process.
- F. That if CLIENT receives an open records request related to this PROJECT, CLIENT shall notify and share the request with SGR in writing as soon as possible but within no more than three (3) business days of receipt and that CLIENT shall provide sufficient time for SGR to notify and provide advance notice to the impacted individuals prior to CLIENT releasing the required information with protected information redacted.
- G. To directly reimburse finalists for travel-related expenses relating to in-person interviews.

- H. This Agreement embodies the complete and final understandings, contract, and agreement between the Parties, superseding any and all prior written or verbal representations, understandings, or agreements pertaining to this PROJECT. This Agreement can be modified only by signed written amendment. Electronic communications purporting to amend this Agreement will be effective only if the electronic communication includes specific reference to this Agreement or PROJECT.
- I. This Agreement will be governed by the substantive laws of the Commonwealth of Virginia without regard to the jurisdiction's choice-of-law doctrines. Venue for any litigation relating to this Agreement will be exclusively in Tazewell County of the Commonwealth of Virginia.
- J. To the extent it may be permitted to do so by applicable law, CLIENT does hereby agree to defend, hold harmless, and indemnify SGR, and all officers, employees, and contractors of SGR, from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any legal proceedings brought against them as a result of action taken by SGR, its officers, employees, and contractors, providing the incident(s), which is (are) the basis of any such demand, claim, suit, actions, judgments, expenses, and attorneys' fees, arose or does arise in the future from an act or omission of SGR acting within the course and scope of SGR's engagement with CLIENT; excluding, however, any such demand, claim, suit, action, judgment, expense, and attorneys' fees for those claims or any causes of action where it is determined that SGR committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith. In the case of such indemnified demand, claim, suit, action, or judgment, the selection of SGR's legal counsel shall be with the mutual agreement of SGR and CLIENT if such legal counsel is not also CLIENT's legal counsel. A legal defense may be provided through insurance coverage, in which case SGR's right to agree to legal counsel provided will depend on the terms of the applicable insurance contract. The provisions of this paragraph shall survive the termination, expiration, or other end of this agreement and/or SGR's engagement with CLIENT.
- K. Notices related to this Agreement will go to the respective Parties as follows but either Party can change the addressee for notices to that Party by written notice to the other Party.
- i. For the purposes of this Agreement, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Agreement.
 - ii. Any notice required be given by this Agreement shall be deemed to have been given within three (3) days of emailing or depositing in the mail.

Legal Notices:

SGR

Attn: Melissa Valentine, Corporate Secretary
PO Box 1642
Keller, TX 76244
Melissa@GovernmentResource.com

CLIENT

Attn: _____
Address: _____
Email: _____

Town of Richlands
Economic Development/ Community Development/
Main Street

List of Current Projects as of 1/21/25:

❖ Events

- February 14, 2025- Drive-In Movie- transmitter, screen, obtaining rights to the movie
- March 14, 2025- Shamrocks & Slam-Dunks- obtaining food & beer vendor, obtaining televisions for NCAA games to be shown, obtaining tent for event
- June 28, 2025- Freedom Fest- mapping, obtaining craft, food & beer vendors, activities for children's area, obtaining headliner for the event, confirming shuttle service, volunteers, working on marketing plan
- July 12, 2025-Summer Vibes & Vintage Rides- booked hotel for The Cleverlys, collaborating with automobile clubs to take part in car show and cruise in, mapping event, obtaining food & beer vendors

❖ 2025 Event Sponsorships

- Contacting possible sponsors via in-person, phone, and email

❖ Tower Contract

- Obtaining quotes for items discussed
 - Wayfinding
 - Banners
 - Banner Brackets
 - Hanging Flower Baskets
 - Hanging Flower Basket Brackets

❖ VTC MLP Grant for Freedom Fest

- Opens 2-11-25
- Closes 3-15-25

❖ VTC VA 250 Grant- Received \$10,000

- Usage of grant funds
- Matching possibilities with usage for other grants

The Town of Richlands- 2025 Events

Event & Date	Location & Time
Richlands Cupid Shuffle Business Scavenger Hunt Saturday February 8 th	Throughout Town February 8 th – 14 th
Drive-In Movie Friday February 14 th	"The Notebook" Richlands Police Department 9:00pm-11:00pm
Shamrocks and Slam-Dunks Friday March 14 th	The Greenway Stage 12:00 noon-8:00pm
Golden Egg Scavenger Hunt April 18 th Friday	Throughout Downtown
Easter Egg Hunt Saturday April 19 th	Critterville Park 9:00am 0-3 year old 10:00am 4-6 year old 11:00am 7-9 year old
BBQ and Bourbon Saturday April 26 th	Front Street- Suffolk Ave Time-TBD
Little League Movie Sand Lot TBD	Greenway Park TBD
Mother's Day Tea/Brunch Saturday May 3 rd	Greenway Park 11:00am-2:00pm REGISTRATION IS REQUIRED \$25 per person 50 spots available
Star Wars Movie Series Beginning Sunday May 4 th	Greenway Park 8:00pm
Cinco De Mayo Event Friday May 9 th	Suffolk Ave Food Venders Biergarten DJ- Sizemore Time:TBD

Event & Date	Location & Time
Summer Vibes & Vintage Rides Concert and Cruise-In Friday, July 11th and Saturday, July 12th	Friday, July 11 th : 6:00pm-8:00pm Bike Show Music: Somehow Human Kids Activities featuring bouncy houses Saturday, July 12 th : Auto Showcase: 12:00pm-6:00pm Cruise-In: 6:00pm-10:30pm 4:00pm-6:00pm The Salty Moondogs 6:30pm-8:30pm The False Teeth 9:00pm-10:30pm The Cleverlys Food Trucks
Third Star Wars Movie "Revenge of the Sith" Saturday July 19th	The Greenway Stage 9:00pm-11:00pm
Back To School Bonfire Friday August 15th	The Greenway Stage DJ: Sizemore
Shaggin' on Suffolk Event Saturday August 16th	Suffolk Ave and The Greenway Stage Music: 6:00pm-8:00pm Phantom 8:30pm-10:30pm The Swinging Medallions
Fourth Star Wars Movie "A New Hope" Saturday August 23rd	Greenway Park 8:00pm
Restaurant Wars Monday through Saturday September 8-13th	Front Street
Battle Of the Bands Saturday September 13th	Greenway Stage 5:00pm-10:00pm

Grant Information

- CDBG- \$1 million Grant through DHCD (Should open Spring of 2025- announcement has not been made)
- MLP- through VTC- Opens February 11th and Closes March 15th - will be seeking \$15,000 (1:1 Match) for Freedom Fest 2025 for Marketing and Advertising
- IRF- through DHCD- for the strategic redevelopment of vacant and deteriorated industrial properties- (Announcement has not been made- last year, applications were due in May)
- ARC- through DHCD- was meeting with the Program Director to see which grants we would be eligible for and which would coordinate with others we are seeking
- VA Main Street- Community Vitality Grant- 3:1 Match, \$15,000- Due Spring 2025
- VA Main Street- Financial Feasibility Grant- Opens April 28th- \$25,000

