

Joint Meeting

MLK Commission and Emancipation Proclamation and Freedom Monument Subcommittee

House Room D
General Assembly Building
Richmond, Virginia

Tuesday, June 7, 2016
2:00 P.M.

AGENDA

1. **Call to order**—The Honorable Jennifer L. McClellan, *Chairwoman*
2. **Introductions and Comments**—*Chairwoman*
3. **Discussion: Next Steps Regarding the Emancipation Proclamation and Freedom Monument**
 - Mr. Don Mark, Deputy Chief of Staff, Office of the Mayor, City of Richmond
 - Mr. Mark Olinger, Director, Department of Planning and Development Review, City of Richmond
 - Mr. Christopher L. Beschler, Director, Virginia Department of General Services
 - Mr. Stacy Burrs, Deputy Director, Venture Richmond
4. **Discussion: Criteria for Recognition of Virginians, Timeline, and Excerpts of the Emancipation Proclamation and Thirteenth Amendment of the United States Constitution to be Engraved on the Emancipation Proclamation and Freedom Monument**
 - Commission, Emancipation Proclamation and Freedom Subcommittee, and Advisors
5. **Draft: Discussion of NMS Contract**
 - Kirk T. Schroder, J.D., Ph.D.
6. **Partnership with Northside High School Museum, Danville, VA: Phase 2** (*see estimate in folder*)
 - Commission members
7. **Report: King-in-Name (K.I.N.) and King Related Organizations and Entities (K.R.O.E.) Conference, The King Center in Atlanta, April 27 – 29, 2016**
 - The Honorable Delores L. McQuinn
8. Directions to Staff
9. Other Business
10. Next Meeting Dates
 - Joint Meeting of MLK Commission and Emancipation Proclamation and Freedom Monument Subcommittee
 - Organizational Meeting of Work Group #1: “Criteria for Virginians, Timeline, and Excerpts on the Monument”
 - Organizational Meeting of Work Group #2: “King in Virginia, 2017-2018”
11. Adjournment

Continued

MLK COMMISSION MEMBERS

Delegate Jennifer L. McClellan,
Chairwoman
Senator Mamie E. Locke, *Vice*
Chairwoman
Senator Rosalyn R. Dance
Delegate C. Matt Fariss
Delegate Delores L. McQuinn

Senator Frank M. Ruff, Jr.
Senator William M. Stanley, Jr.
Delegate Roslyn C. Tyler
Delegate Thomas C. Wright, Jr.
Delegate Joseph R. Yost
Reverend Ricardo L. Brown
Dr. Ronald L. Carey

The Honorable William C. Cleveland
LTC (R) Wesley H. Motley, Jr. SAI
Kirk T. Schroder, J.D., Ph.D.
Dr. Robert C. Vaughan, III
Mr. Charles Withers
Mrs. Juanita Owens Wyatt

Emancipation Proclamation and Freedom Monument Subcommittee

Dr. Robert C. Vaughan, III, *Subcommittee Chairman*
Delegate Jennifer L. McClellan, *Commission Chairwoman*
Ms. Betsy S. Barton
The Honorable Viola Baskerville
Ms. Lynne M. Bland
Ms. Valerie Braxton-Williams
Dr. Ronald L. Carey
The Honorable Jean W. Cunningham

Mr. Patrick Farris
Dr. Laurant Lee
The Honorable Mamie E. Locke, *Commission Vice Chairwoman*
Kirk T. Schroder, J.D., Ph.D.
Dr. Phillip Stone, Esq.
Shawn O. Utsey, Ph.D.
Mr. Charles Withers
The Honorable Thomas C. Wright, Jr.

Ex Officio Member

Delegate Jennifer L. McClellan, *Commission Chairwoman*

Advisors

Dr. Ed Ayers, *President, University of Richmond*
Mr. Stacy Burrs, *Venture Richmond*
Mr. Christopher L. Beschler, *Director, Department of*
General Services
Ms. Selena Cuffee-Glenn, *City of Richmond Chief*
Administrative Officer
Mr. Joseph F. Damico, *Deputy Director, Department of*
General Services
Mr. Paul DiPasquale, *Sculptor*
Mr. Douglas Dunlap, *Deputy Director for the Department of*
Planning and Development Review, City of Richmond

Ms. Anne Fletcher, *Richmond City Public Art Commission*
Mr. Edward Gully, *Director, Division of Engineering and Buildings*
Ms. April Kees, *Legislative Analyst, Senate Finance Committee*
Mr. Don Mark, *Deputy Chief of Staff, Office of the Richmond*
Mayor
Mr. Grant O. Neely, *Office of the Mayor, City of Richmond*
Ms. Lisa Sims, *Deputy Director, Venture Richmond*
Ms. Julie Whitlock, *Legal & Legislative Director, Department of*
General Services

Work Groups #1 and 2 will be added to agenda when all confirmations have been received

STAFF

Mrs. Brenda H. Edwards, *Senior Research Associate*
Mrs. Gwendolyn L. Foley, *Senior Operations Staff Assistant*
Mrs. Caryl S. Harris, *Fiscal Officer*
Division of Legislative Services
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Richmond, VA 23219
(804) 786-3591, ext. 232
bedwards@dls.virginia.gov

Mr. Scott Maddrea, *Deputy Clerk for House Committee Operations*
Virginia House of Delegates
General Assembly Building, 2nd Floor
201 North Ninth Street
Richmond, VA 23219
(804) 698-1545
smaddrea@house.virginia.gov



Emancipation Proclamation and Freedom Monument

DR. MARTIN LUTHER KING, JR. MEMORIAL COMMISSION

Criteria for Recognition of Virginians on Monument

- Must have been a native Virginian or have lived a great portion of his/her life in Virginia
- Must be known and recognized as a Virginian
- Must have achieved or contributed in a significant manner while living in Virginia
- Must have demonstrated notable achievement, made a significant contribution, or set an important example within his/her chosen field of endeavor, region, or at the state or national level

- Significance will be assessed within the context of what was customary for an African American male or female to have achieved or contributed in the context of the particular time, place, and circumstances in which they lived or worked.

- Consideration will be given to the geographical representation of African Americans in Virginia history from the period before Emancipation (pre-1619-1865) and the period during the struggle for Freedom (1866-1970) and to the full range of backgrounds, disciplines, and fields of endeavor in which such persons were involved.

Name of Virginian Nominated _____
Nominee's Associated Geographical Area(s) of Virginia _____
Date of Birth _____ Place of Birth _____

Brief Description of Nominee's Achievement and/or Contribution to Virginia or Nation

Supporting Details (attach additional documentation to be presented to the Commission)

Name of person or group submitting this nomination _____
Address _____
Email _____ Daytime Phone _____

Further information about the Emancipation Proclamation and Freedom Monument is available online, together with a drawing of the proposed model. Fundraising for the \$485,000 needed to create the monument is ongoing with an anticipated completion in 2019 to coincide with the 400th anniversary of landmark events in the Commonwealth's history.

For more information contact:

Brenda Edwards, Division of Legislative Services, 201 North Ninth Street, Richmond, Virginia 23219
bedwards@dls.virginia.gov or 804-786-3591, ext. 232

To make a donation contact:

Dr. Robert C. Vaughan, III, President
Virginia Foundation for Humanities and Public Policy
145 Ednam Drive
Charlottesville, VA 22903
rcv@virginia.edu or 434-924-3296

Timeline

- Period before Emancipation (pre-1619-1865), includes the great African Kingdoms, and slavery through Emancipation
- Period during the struggle for Freedom (1866-1970), includes Reconstruction, Black Codes, Jim Crow, Civil Rights Movement

Excerpts from the Emancipation Proclamation of 1863

"That on the first day of January, in the year of our Lord one thousand eight hundred and sixty-three, all persons held as slaves within any State or designated part of a State, the people whereof shall then be in rebellion against the United States, shall be then, thenceforward, and forever free; and the Executive Government of the United States, including the military and naval authority thereof, will recognize and maintain the freedom of such persons, and will do no act or acts to repress such persons, or any of them, in any efforts they may make for their actual freedom.

"That the Executive will, on the first day of January aforesaid, by proclamation, designate the States and parts of States, if any, in which the people thereof, respectively, shall then be in rebellion against the United States; and the fact that any State, or the people thereof, shall on that day be, in good faith, represented in the Congress of the United States by members chosen thereto at elections wherein a majority of the qualified voters of such State shall have participated, shall, in the absence of strong countervailing testimony, be deemed conclusive evidence that such State, and the people thereof, are not then in rebellion against the United States."

Now, therefore I, Abraham Lincoln, President of the United States, by virtue of the power in me vested as Commander-in-Chief, of the Army and Navy of the United States in time of actual armed rebellion against the authority and government of the United States, and as a fit and necessary war measure for suppressing said rebellion, do, on this first day of January, in the year of our Lord one thousand eight hundred and sixty-three, and in accordance with my purpose so to do publicly proclaimed for the full period of one hundred days, from the day first above mentioned, order and designate as the States and parts of States wherein the people thereof respectively, are this day in rebellion against the United States, the following, to wit:

Arkansas, Texas, Louisiana, (except the Parishes of St. Bernard, Plaquemines, Jefferson, St. John, St. Charles, St. James Ascension, Assumption, Terrebonne, Lafourche, St. Mary, St. Martin, and Orleans, including the City of New Orleans) Mississippi, Alabama, Florida, Georgia, South Carolina, North Carolina, and Virginia, (except the forty-eight counties designated as West Virginia, and also the counties of Berkley, Accomac, Northampton, Elizabeth City, York, Princess Ann, and Norfolk, including the cities of Norfolk and Portsmouth[]), and which excepted parts, are for the present, left precisely as if this proclamation were not issued.

And by virtue of the power, and for the purpose aforesaid, I do order and declare that all persons held as slaves within said designated States, and parts of States, are, and henceforward shall be free; and that the Executive government of the United States, including the military and naval authorities thereof, will recognize and maintain the freedom of said persons.

And I hereby enjoin upon the people so declared to be free to abstain from all violence, unless in necessary self-defence; and I recommend to them that, in all cases when allowed, they labor faithfully for reasonable wages.

And I further declare and make known, that such persons of suitable condition, will be received into the armed service of the United States to garrison forts, positions, stations, and other places, and to man vessels of all sorts in said service.

And upon this act, sincerely believed to be an act of justice, warranted by the Constitution, upon military necessity, I invoke the considerate judgment of mankind, and the gracious favor of Almighty God.

In witness whereof, I have hereunto set my hand and caused the seal of the United States to be affixed.

Done at the City of Washington, this first day of January, in the year of our Lord one thousand eight hundred and sixty three, and of the Independence of the United States of America the eighty-seventh.

By the President: ABRAHAM LINCOLN
WILLIAM H. SEWARD, Secretary of State.

Thirteenth Amendment of the United States Constitution

AMENDMENT XIII

Section 1.

Neither slavery nor involuntary servitude, except as a punishment for crime whereof the party shall have been duly convicted, shall exist within the United States, or any place subject to their jurisdiction.

Section 2.

Congress shall have power to enforce this article by appropriate legislation.

Passed by Congress January 31, 1865. Ratified December 6, 1865.

Emancipation Proclamation Statue & City Processes

Steps:

1. City has long-term lease with Venture Richmond. Venture Richmond has rights to property, so City cannot directly lease to Commonwealth.
 - a. Possible for Venture to sub-lease space for artwork to Commonwealth with concurrence of City.
 - b. Concurrence of City will require Council action. (Duration 2-3 months, minimum)
2. Identification of new location for "The Mill" and estimate of costs to move art should be identified prior to implementing review for the Emancipation Statue.
3. Property which is publicly-owned, and upon which the artwork will be sited, shall be reviewed by both the Public Art Commission, (PAC) which will recommend acceptance to the City Planning Commission (CPC) (per section 17.05 of The Richmond City Charter). (Duration 2-3 months, minimum)
 - a. Application to PAC for review per the "City of Richmond Public Art Commission Review and Acceptance Policy for Gifts of Works of Art."
 - b. This also includes new location for existing artwork, "The Mill," which is currently sited at the location for the Emancipation Proclamation Statue.
 - c. Movement of current artwork at the identified location. The Mill was donated to the City by MeadWestvaco (now WestRock) when they built their headquarters near there. They had a public art commitment in their construction agreement and commissioned Bradley Robinson to make "The Mill" which was then donated to the City. The PAC reviewed it as part of the Gift Policy in 2011 and it was installed in 2012. The artist and donor should be included into the process once the new location has been identified by Venture Richmond and the City of Richmond. The funding to move the artwork to a new location should be provided by the Emancipation Commission and the artist should be contracted to oversee the movement of the art. The new location will be need to be approved by the PAC and the CPC.
 - d. Presentation to PAC. Recommendation by PAC to CPC.
 - e. Action by CPC.
4. For general planning purposes, we should plan on this process taking about one (1) year.

VIRGINIA STATE BUDGET

2012 Special Session I

Budget Bill - HB1301 (Chapter 3)

Bill Order » Legislative Department » Item C-1.30

Dr. Martin Luther King, Jr. Memorial Commission

Item C-1.30

First Year - FY2013

Second Year - FY2014

Planning: Emancipation and Freedom Monument (17961)	\$500,000	\$0
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Fund Sources:

General	\$500,000	\$0
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A. The amount appropriated by this item shall be used for planning and other costs including, but not limited to, fund raising associated with construction of a permanent monument celebrating the emancipation of slaves and freedom in commemoration of the 150th anniversary of the signing of the Emancipation Proclamation on January 1, 1863.

B. The Department of General Services shall provide support to the Commission in implementing this project, as provided for in paragraph A.

C. The Commission and the Department of General Services shall report quarterly to the General Assembly on the progress made on site selection, project design, projected costs, fund raising, and project finances.

Proposal for the
Virginia Emancipation
Proclamation and
Freedom Monument



Thomas Jay Warren, NSM
Warren Sculpture Studios, Inc.
www.warrensulpture.com





Option 1

- 12' bronze figures
- 8' x 8' x 3' bronze pedestal with relief portraits and text
- cast/welded steel chains
- 14 months to complete
- \$485,000 delivered and installed



Option 2

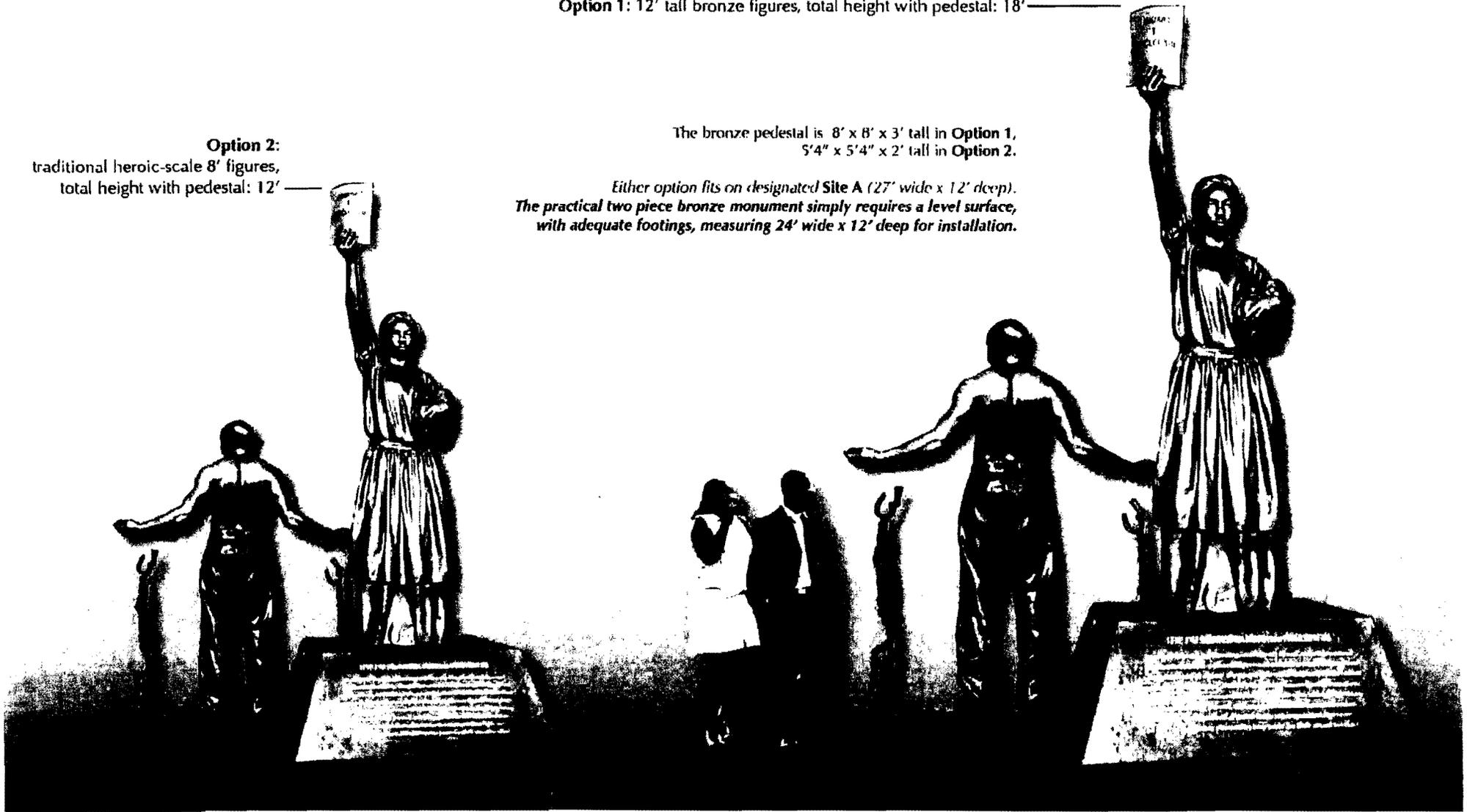
8' bronze figures
5'6" x 5'6" x 2' bronze pedestal with relief portraits and text
cast/welded steel chains
10 months to complete
\$280,000 delivered and installed

Option 1: 12' tall bronze figures, total height with pedestal: 18'

The bronze pedestal is 8' x 8' x 3' tall in Option 1,
5'4" x 5'4" x 2' tall in Option 2.

*Either option fits on designated Site A (27' wide x 12' deep).
The practical two piece bronze monument simply requires a level surface,
with adequate footings, measuring 24' wide x 12' deep for installation.*

Option 2:
traditional heroic-scale 8' figures,
total height with pedestal: 12'



TIMELINE AND BUDGET

	OPTION 1	OPTION 2
Contract signing to finished scale model ready for review and approval:	2 months	2 months
Model enlarged to full size, including relief sculptures, ready for review and approval:	4 months	10 weeks
Rubber mold construction:	6 weeks	1 month
Bronze casting, steel fabrication, finishing, patina and crating:	6 months	4 months
Shipping and installation:	2 weeks	2 weeks
Total time to completion:	14 months	10 months

Timelines shown are maximum, may be shortened depending on schedule

Total budget, including all design, sculpting, enlarging, photography for reviews, molding, all foundry casting and fabrication work, crating, shipping and installation on a prepared site, travel expenses for 2 visits to site (site review and installation/dedication):

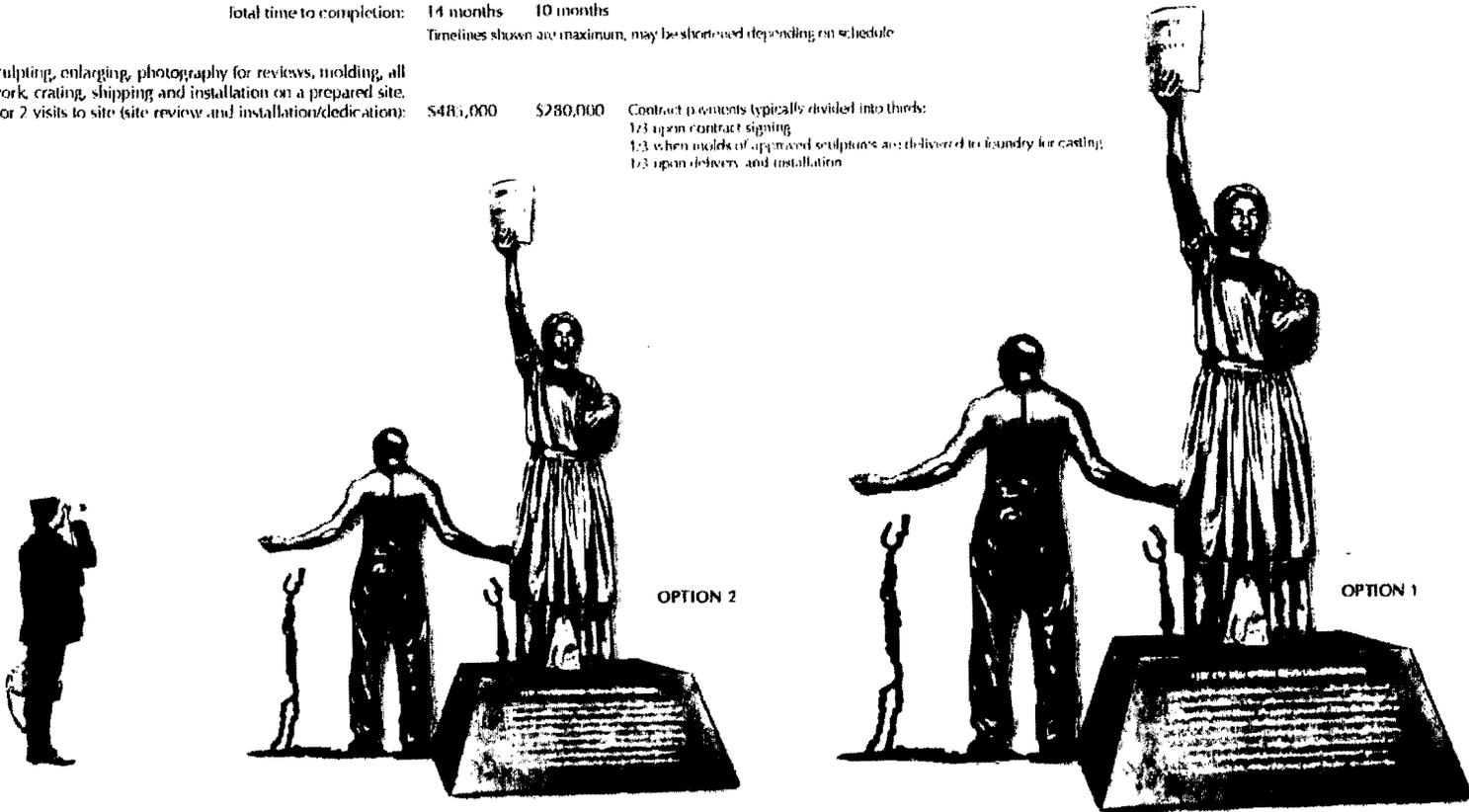
\$485,000 \$280,000

Contract payments typically divided into thirds:
 1/3 upon contract signing
 1/3 when models of approved sculptures are delivered to foundry for casting
 1/3 upon delivery and installation

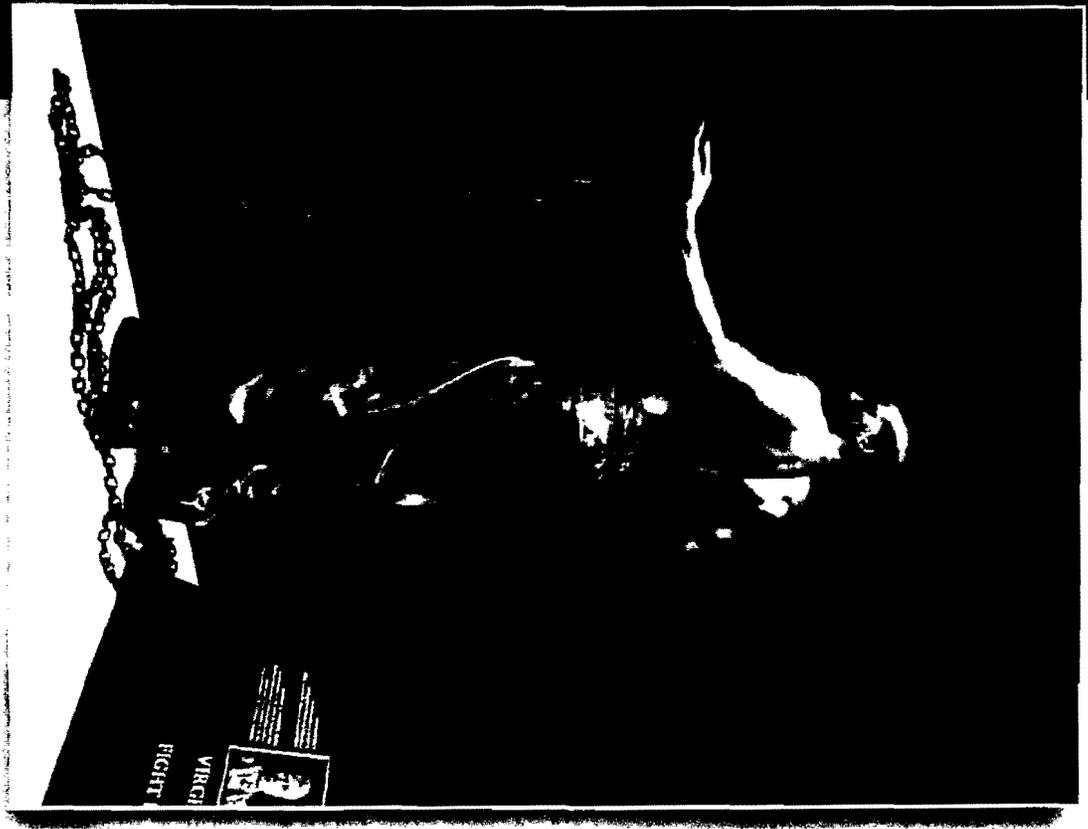
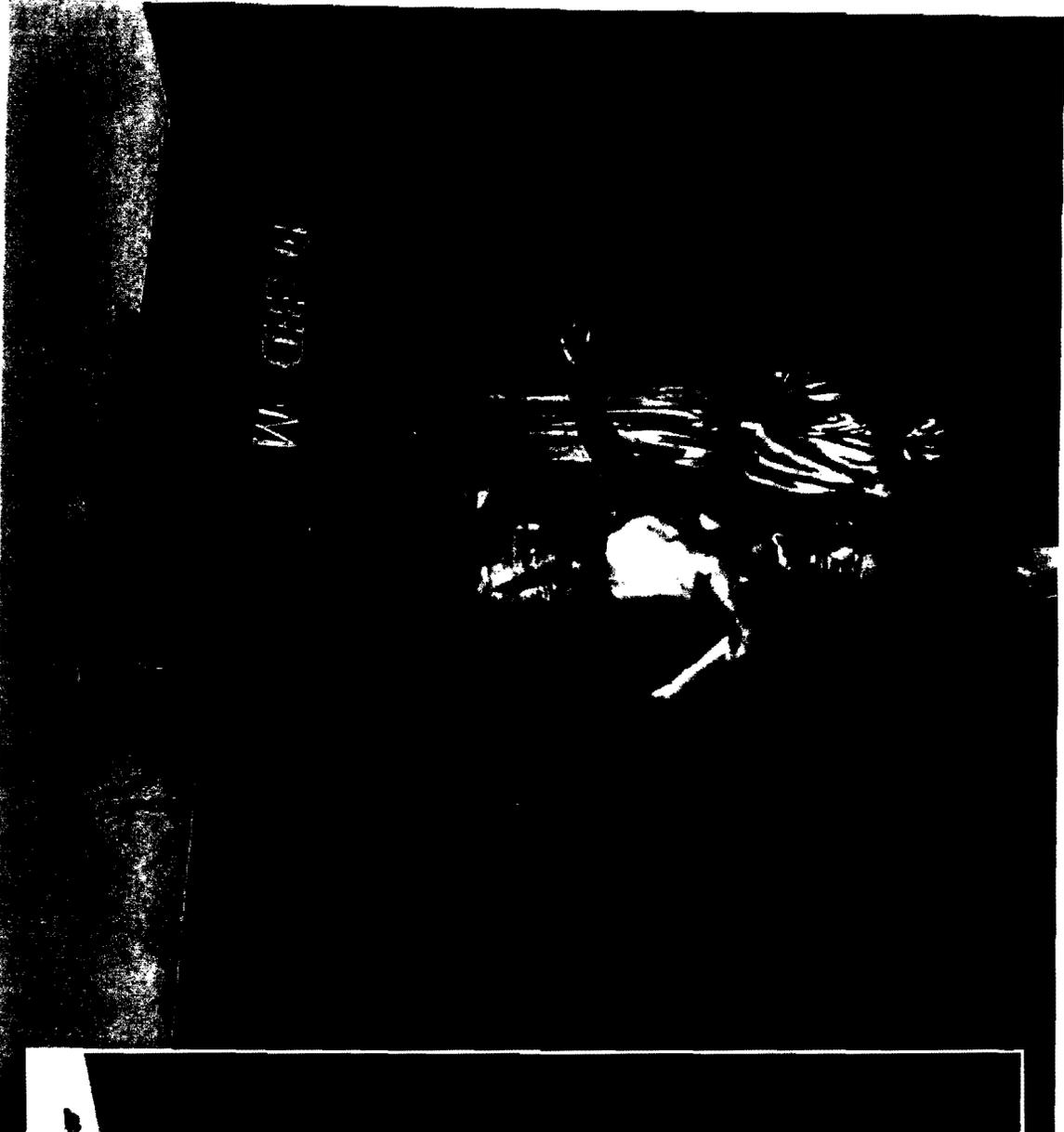
MATERIALS & MAINTENANCE

Statues and pedestal: Everdure silicon bronze
 Chains and pedestal interior: welded steel

Maintenance will consist of simply washing the monument and applying a fresh coat of wax, ideally twice yearly, spring and fall.









**VIRGINIA'S HEROES
IN THE
FIGHT FOR FREEDOM**

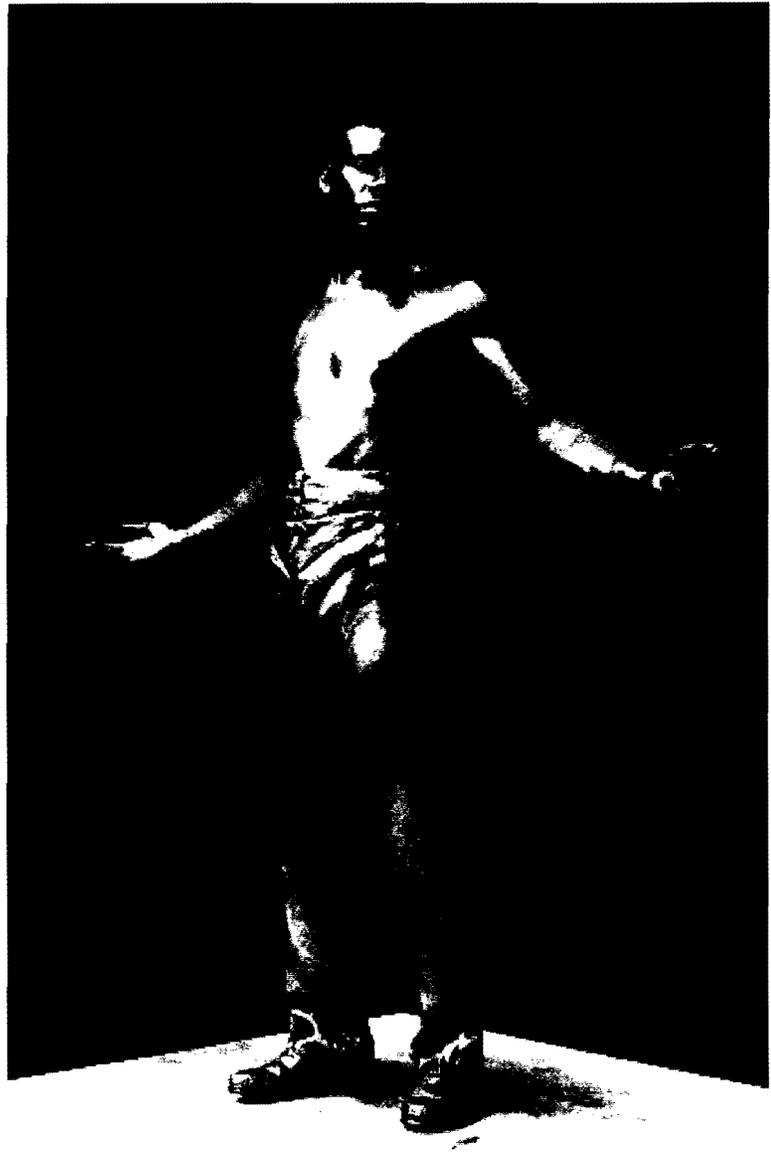
East and west sides of the pedestal contain bronze portraits, sculpted in relief, which honor those African American citizens of Virginia who have contributed to the civil rights history of Virginia and the United States.

(alternate figures than those shown may be represented, if desired)



**VIRGINIA'S LEADERS
ON THE
PATH TO EQUALITY**

Jay Warren Presentation 4_19_16.pdf

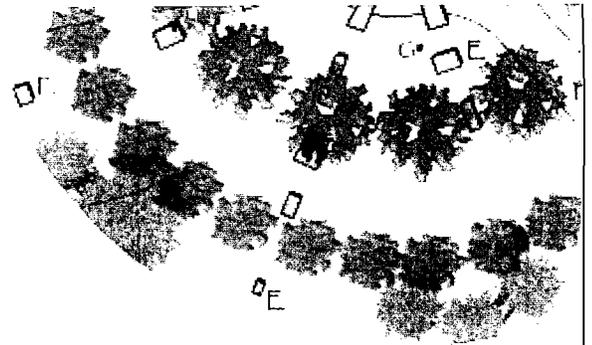


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Jay Warren Presentation 4_19_16.pdf



FOUR WINDS
DESIGN, LC



Main brick plaza measures 40' in diameter, same as current space.
Tree planting, granite walk banding and granite blocks extend space.

Lighting and Access

There will be a primary spot/flood light on each of the four sides of the plaza. There will be additional lighting around the circumference of the plaza circle. Browns Island is open to the public, which will be from sunrise to sunset.

Maintenance

Sculptures

The bronzes will require a wash and wax twice a year. For washing, mild, non-abrasive soap, such as Dawn, should be used. **Never powerwash.** Use soft cotton cloths and scrub gently. Rinse thoroughly with a hose to remove all soap completely.

When the bronze is dry, sun is out and weather is clear, apply a quality paste wax with a soft, natural bristled brush. Buff low areas; lift out excess with brush. Buff lightly with a soft cloth.

DRAFT: 6.3.16
FISCAL SPONSORSHIP AGREEMENT FOR THE
VIRGINIA EMANCIPATION PROCLAMATION AND FREEDOM MONUMENT

This FISCAL SPONSORSHIP AGREEMENT FOR THE VIRGINIA EMANCIPATION AND PROCLAMATION AND FREEDOM MONUMENT ("Agreement") is made on _____, 2016, by and between the DR. MARTIN LUTHER KING, JR. MEMORIAL COMMISSION, a Virginia statutory commission (referred to herein as "the Commission") with offices at Division of Legislative Services, General Assembly Building, 2nd Floor, 910 Capitol Street, Richmond, Virginia 23219 and the VIRGINIA FOUNDATION FOR THE HUMANITIES, a Virginia nonprofit organization ("the Sponsor") with offices at 145 Ednam Drive, Charlottesville, Virginia 22903.

The Sponsor: The Sponsor is a nonprofit corporation, exempt from federal tax under section 501(c)(3) of the Internal Revenue Code, as amended (the "Code"). It is formed for purposes which, according to its bylaws, shall be organized and operated exclusively for charitable, scientific and educational purposes. The Sponsor organization is formed to fulfill the expressed mission of promoting the humanities, and to using the humanities to address issues of broad public concern.

The Commission: The Commission is a statutory and bipartisan agency of the Virginia General Assembly, created in 1992 to honor the memory and legacy of Dr. King and to continue his work through educational, historical and cultural programs, public policy analysis, and public discourse on contemporary issues.

The Project: The Commission is implementing the development, creation and erection of the Virginia Emancipation Proclamation and Freedom Monument (the "Project") to serve as an education site and tool for educating the public about the importance of the Emancipation Proclamation signed by President Abraham Lincoln and related facts and information about the Emancipation Proclamation.

The Agreement: The Sponsor is willing to receive tax-deductible charitable contributions on behalf of the Commission to be designated solely for the Commission's work and budget for the Project. The Commission, with the administrative assistance of the Sponsor, desires to use these funds to implement the Project.

By entering into this Agreement, the parties agree to the following terms and conditions:

1. **Receipt of Funds:** The Sponsor agrees to receive contributions and gifts, including but not limited to grant funding if awarded, to be used by the Commission solely for the Project, and to distribute those funds to the Commission for such purposes. All funds and donations made to the Sponsor and designated for the Project shall be deposited and held by the Sponsor for the benefit of the Project and for the Commission's use of such funds for such purposes.

2. **Reporting Charitable Donations:** The Sponsor agrees that all contributions it

receives for the Commission will be reported as contributions to the Sponsor as required by law. The Sponsor agrees to promptly notify the Commission of any change in its 501(c)(3) charitable tax-exempt status under the applicable IRS regulation and/or federal law.

3. **Protection of Tax-Exempt Status:** The Commission agrees not to use funds in any way that would jeopardize the tax-exempt status of the Sponsor. The Commission agrees to immediately comply with any written request by the Sponsor that it cease activities which, in Sponsor's sole opinion, might jeopardize the Sponsor's tax status, and further agrees that the Sponsor may suspend its obligation to make funds available or terminate this Agreement in the event that the Commission fails to comply with any such request. Any changes in the purpose for which contributions are used must be approved in writing by the Sponsor before implementation. The Sponsor retains the right, if the Commission breaches this Agreement, or if the Commission jeopardizes the Sponsor's legal or tax status, to immediately return funds to the Commission or the donor, or to withhold the funds.

4. **Use of Funds:** The Sponsor also authorizes the Commission to make expenditures, which do not exceed total contributions for the Commission, on its behalf for use for the Project. The Commission agrees to use any and all funds received from the Sponsor solely for legitimate expenses for the Project and to account fully to the Sponsor for the disbursement of these funds as may be requested by the Sponsor. As donations and funds are received by the Sponsor that are designated for the Project, the Sponsor shall notify the Commission with the details of such funds and otherwise, the Sponsor shall issue payments of such funds, as requested by the Commission, for purposes of the Project unless the disbursement of such funds is made in another manner mutually agreed upon by the parties.

5. **Financial Accounting and Reporting:** The Sponsor will maintain books and financial records for funds it receives designated for the Project in accordance with generally accepted accounting principles. The Commission's revenue and expenses shall be separately recorded in the books of the Sponsor. The Sponsor will provide the Commission with reports reflecting revenue and expenses to the Commission on a monthly basis or as requested by the Commission. The Sponsor will also provide the Commission with an annual report, within three months following the end of the fiscal year of the Sponsor.

6. **Sponsor Supervision, Control and Governance:** The Commission will provide the Sponsor with copies of all grant applications, recommendations regarding grant awards and other documentation reasonably required by the Sponsor to enable it to fulfill its obligations as a fiscal sponsor.

7. **Fundraising:** The Commission may solicit contributions that are earmarked for the activities of the Project. The Sponsor shall be responsible for the processing and acknowledgment of all monies received for the Commission, which shall be reported as the income of the Sponsor for both tax purposes and for purposes of the Sponsor's financial statements.

8. **Grants:** The Commission may also solicit grants on behalf of the Project that are earmarked for the activities of the Commission. The Commission's sources of funding for grants and the text of the Commission's grant applications for the Project are subject to approval by the Sponsor. The Sponsor's President must co-sign all grant applications or proposals. All grant agreements, pledges, or other commitments with funding sources to support the Project shall be executed by the Commission and the Sponsor. Advance approval by the Sponsor is required for any application for government or public agency grants. As with other fundraising, the Sponsor shall be responsible for the processing and acknowledgment of all grant monies received for the Commission, which shall be reported as the income of the Sponsor for both tax purposes and for purposes of the Sponsor's financial statements.

9. **Remuneration to the Sponsor:** In addition to serving as fiscal sponsor for the Commission, the Sponsor will provide administrative support to the Commission. The Commission agrees that, in exchange for the administrative cost of financial accounting, human resources, organizational development, and other support provided by Sponsor, the Commission agrees to permit the Sponsor to deduct a 5% administration fee on all donations directly made to the Sponsor that are designated for or issued to the Commission for the Project.

10. **Communications** Each party agrees to keep the other party reasonably apprised on all material aspects of the Project and activities by the applicable and to copy each other on all material correspondence related to the Project.

11. **Term of Agreement/Renewal:** This Agreement will remain in force until the Project is completed or is terminated with 60 days' prior written notice by either the Sponsor or the Commission, whichever date is sooner.

12. **Termination:** Either party may terminate this Agreement by giving 30 days' written notice to the other party. The foregoing notwithstanding, if the Sponsor reasonably determines that its continued fiscal sponsorship of the Commission may jeopardize the Sponsor's tax-exempt status, the Sponsor may terminate this Agreement immediately upon notice to the Commission.

13. **Successor Sponsor:** If the Commission will continue to exist but Sponsor terminates the Sponsor's fiscal sponsorship of the Commission, the Commission may identify another nonprofit corporation that is tax-exempt under IRC Section 501(c)(3), is not classified as a private foundation under Section 509(a), and that is willing and able to sponsor the Commission (the "Successor"). If a Successor is found, the balance of assets held by the Sponsor for the Commission, together with any other assets held or liabilities incurred by the Sponsor in connection with the Commission, shall be transferred to the Successor as soon as administratively practicable, subject to the approval of any third parties (including funding sources) that may be required. If the Commission has formed a new organization qualified to be a Successor as set forth in this Paragraph, such organization shall be eligible to receive all such assets and liabilities so long as such organization has received a determination letter from the Internal Revenue Service which states the new organization is exempt from federal tax under section 501(c)(3) of the

Internal Revenue Code. If no Successor is found, the Sponsor may allocate the Commission's assets and liabilities in any manner consistent with applicable tax and charitable trust laws and other obligations.

14. **Waiver and Acknowledgment:** The Commission acknowledges that the Sponsor will devote such time to management of the Commission's funds and to general supervision of the Commission as it sees fit and in its sole discretion. The Commission hereby waives and releases the Sponsor from any and all claims, loss, damage, liability and expense, including without limitation attorney's fees and costs (collectively "Claims"), known or unknown, arising out of or in any way related to the Commission, except damages arising solely from the Sponsor's gross negligence or willful misconduct.

15. **Severability:** Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Virginia.

16. **Entire Agreement:** This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by all parties to this Agreement.

By signing below, each person signing below warrants they have the necessary authority bind their respective party and as such, both parties agree to execute this Agreement on the day and year first written above.

SPONSOR:

COMMISSION:

By: _____
Rob Vaughan
President

By: _____
Dr. Jennifer L. McClellan
Chairwoman

Date: _____

Date: _____