

Statewide Agreement for States with Multiple Components

This Agreement is between "the Parties":

- AIA Virginia
- AIA Blue Ridge
- AIA Central Virginia
- AIA Hampton Roads
- AIA Northern Virginia
- AIA Richmond

The purpose of this Agreement is to ensure that Core Member Services are delivered to all AIA members within Virginia and to record the intention of all parties to this Agreement to work together toward that effort.

Definitions

- "Core Member Services" are those specified in the 2018 AIA Core Member Services Requirements booklet.
- "AIA" is The American Institute of Architects.
- "Secretary" is the Secretary of the AIA.
- "Component" is a state component, a local chapter, or a mandatory section of the AIA. (A mandatory section is a section with required membership.)
- The terms "Party" and "Parties" refer to the components executing this Agreement.
- Membership counts include all categories of professional membership (Architect, Associate, International Associate, and Emeritus members, and Fellows), but not allied, student affiliate, or other members. The members included in the count are referred to as the "AIA members."
- "Resource Allocation" refers to the model of allocating funding to components based on membership that phased in from 2016-2020 and existed through 2023.
- "Component Investment Fund" refers to the model of allocating funding to components based 80% on membership and 20% on performance (member attendance at the current year offering of AIA Conference on Architecture and Design and AIA Women's Leadership Summit). This model commences in 2024.

Terms for Distributing AIA Component Investment Fund

We understand that AIA will distribute 80% of the quarterly fund payment to components in Virginia based on the state's pro-rata share of the total number of AIA members in good standing as of August 1 of the prior year (as shown on the Regional Membership Count Report); these are the "Tier One" monies. We understand that AIA will distribute 20% of the quarterly fund payment to components based on the members who attended the AIA Conference and AIA Women's Leadership Summit; these are the "Tier Two" monies.

Instructions to AIA Finance Office:

For the Tier One monies, AIA should set aside the following percentage of statewide funding for the state component in the chart below. AIA will then distribute all remaining funds among the local components in the state on a pro-rata basis according to their membership on August 1 of the prior year.

Component Name	Percentage
AIA Virginia	50%

For the Tier Two monies, AIA should set aside the following percentage of statewide funding for the state component in the chart below. AIA will then distribute all remaining funds among the local components in the state based on the members who attended the AIA Conference and AIA Women's Leadership Summit.

Component Name	Percentage
AIA Virginia	20%

Instructions to Local Chapters: Each year, AIA Virginia will further distribute funds from its Tier One monies to local chapters in accordance with the following:

Local Chapter Participation in AIA programs

AIA Virginia will reimburse Local Chapters for eligible expenses incurred to attend:

- AIA Conference on Architecture and Design
- AIA Women's Leadership Summit
- Leadership Summit [DC]

AIA Virginia will issue payment for \$1,000.00 (one thousand dollars) per calendar year to Local Chapter within 60 (sixty) days of the first event attended.

Local Chapter Participation in AIA Virginia programs

AIA Virginia will reimburse Local Chapters for eligible expenses incurred to attend:

- ArchEx
- Design Forum
- Art of Practice
- Virginia Leadership Summit

AIA Virginia will issue payment for \$500.00 (five hundred dollars) per calendar year to Local Chapter within 60 (sixty) days of the first event attended.

Should AIA Virginia receive less than \$7,500.00 (seven thousand five hundred dollars) of Tier One monies from AIA, the payments offered to the local chapters will be reduced equally. In no case will the amount of monies made available to the local chapters exceed the total of Tier One monies received by AIA Virginia.

Terms

This Agreement will commence on 1 JAN 2024 and will remain in force until the Parties agree in writing to terminate it. Parties agree to confer on their mutual satisfaction with this agreement and negotiate any revisions and/or amendments no later than 7 November 2024.

This Agreement supersedes any and all Agreements between the Parties pertaining to the Resource Allocation and/or Component Investment Fund.

The Parties acknowledge that they must be able to fulfill their responsibilities under this Agreement in accordance with the provisions of the law and regulations that govern their activities. The Parties assume full responsibility for their performance under the terms of this Agreement.

This Agreement is the complete agreement between the Parties.

Amendment or Cancellation

No Party to this Agreement may assign or transfer the rights or responsibilities specified in this Agreement without the prior written consent of the non-assigning Parties, whose approval shall not be unreasonably withheld.

This Agreement may be amended or modified only in writing by mutual signed consent of each Party who is affected. Such amendments or modifications shall be recorded in writing with a copy sent immediately to the Secretary. Amendments affecting the distribution of AIA revenues will become effective in the first quarter of the following calendar year.

The Parties will confer in good faith to promptly resolve any dispute between or among them. If the Parties are unable to resolve the dispute, the matter may be mediated with the assistance of the AIA. Any disputes that are not resolved through this process will be submitted for decision to the Secretary, who will have authority to take whatever action he or she may find appropriate.

Authorization

Each component will become a party to this Agreement upon its execution by one duly authorized representative of the component. In order to receive AIA Component Investment Fund quarterly payments, there must be a signed agreement on file.

Electronic signatures are acceptable for this document.

1. Component Name and Address: AIA Virginia

President's name: Kelly B. Calhoun Signature: [Signature] Date: 7/10/24

OR President-elect's name: _____ Signature: _____ Date: _____

OR Executive Director's name: _____ Signature: _____ Date: _____

2. Component Name and Address: AIA Blue Ridge

President's name: NICHOLAS A. WADE Signature: [Signature] Date: 7/10/24

OR President-elect's name: _____ Signature: _____ Date: _____

OR Executive Director's name: _____ Signature: _____ Date: _____

3. Component Name and Address: AIA Central Virginia

President's name: SIDNEY E. GRIFFIN Signature: [Signature] Date: 7/10/24

OR President-elect's name: _____ Signature: _____ Date: _____

OR Executive Director's name: _____ Signature: _____ Date: _____

4. Component Name and Address: AIA Hampton Roads

President's name: BARBARA BENESH Signature: [Signature] Date: 7/10/24

OR President-elect's name: _____ Signature: _____ Date: _____

OR Executive Director's name: _____ Signature: _____ Date: _____

5. Component Name and Address: AIA Northern Virginia

President's name: BRADEN L. FIELD Signature: [Signature] Date: 7-10-24

OR President-elect's name: _____ Signature: _____ Date: _____

OR Executive Director's name: _____ Signature: _____ Date: _____

6. Component Name and Address: AIA Richmond

President's name: MIKE POOLE Signature: [Signature] Date: 7/10/24

OR President-elect's name: _____ Signature: _____ Date: _____

OR Executive Director's name: _____ Signature: _____ Date: _____

END OF AGREEMENT