

# 11-B

**MOTION:**

**November 9, 2021**

**SECOND:**

**Regular Meeting**

**Res. No. 21-**

**RE:**

**AUTHORIZE THE TRANSFER OF UP TO \$10,000,000 FROM THE COVID-19 RESPONSE SPECIAL REVENUE FUND TO THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF PRINCE WILLIAM FOR THE RESTORE RETAIL AND LIFT UP LODGING GRANT PROGRAMS AND AUTHORIZE THE COUNTY EXECUTIVE TO EXECUTE ALL REQUIRED DOCUMENTS, APPROVED AS TO FORM BY THE COUNTY ATTORNEY, TO IMPLEMENT THESE GRANT PROGRAMS**

**ACTION:**

**WHEREAS**, the COVID-19 shut down and forced closure of non-essential businesses has severely impacted small business in Prince William County, particularly in the retail and travel-related sectors; and

**WHEREAS**, small businesses in Prince William County continue to be severely impacted by the lasting public health emergency and many small businesses and hotels still need financial assistance; and

**WHEREAS**, on May 19, 2021, the County received its first allocation of \$45,678,530 in Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) under the American Rescue Plan Act (ARPA); and

**WHEREAS**, on June 15, 2021, the Prince William Board of County Supervisors (Board), by its Resolution Number (Res. No.) 21-352, accepted, budgeted, and appropriated the first CSLFRF allocation under ARPA of \$45,678,530 in the COVID-19 Response Special Revenue Fund; and

**WHEREAS**, the United States Department of Treasury guidance allows the CSLFRF funds to be used for expenses associated with the negative economic impacts from COVID-19, including grants to small businesses; and

**WHEREAS**, creating grant funds for the retail small business and lodging industries will be the most swift and effective means of putting needed resources into the hands of the County's small businesses; and

**WHEREAS**, the grant programs will assist approximately 400 Prince William County small businesses and approximately 50 lodging facilities by providing needed cashflow for working capital to support rent, mortgage payments, or other similar operating expenses; and

**WHEREAS**, funds will help businesses maintain jobs, retain commercial space, and ultimately remain open for business; and

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**WHEREAS**, investment in small business development and tourism programs create a sought-after quality of life attractive to residents, visitors, workers, and business investors; and

**WHEREAS**, the small business and hotel grants meet Prince William County's 2021-2024 Strategic Plan goal to create a Resilient Economy by creating and maintaining jobs, expanding the commercial tax base, and enhancing the quality of life for residents; and

**WHEREAS**, the Board has determined that it may be necessary to provide financial assistance in response to the COVID-19 health emergency to support business development and recovery strategies to improve the economic well-being of the community; and

**WHEREAS**, the Board and the Industrial Development Authority of the County of Prince William (IDA) will enter into agreements, substantially consistent with the attached agreements, in which the IDA will implement the described financial assistance;

**NOW, THEREFORE, BE IT RESOLVED** that the Prince William Board of County Supervisors hereby authorizes the transfer of up to \$10,000,000 from the COVID-19 Response Special Revenue Fund to the Industrial Development Authority of the County of Prince William for Restore Retail and Lift Up Lodging Grant Programs and authorizes the County Executive to execute all required documents, approved as to form by the County Attorney, to implement these Grant programs.

ATTACHMENTS:     Restore Retail Performance Agreement with Industrial Development Authority  
                          Lift Up Lodging Performance Agreement with Industrial Development Authority

**Votes:**

**Ayes:**

**Nays:**

**Absent from Vote:**

**Absent from Meeting:**

**For Information:**

Department of Economic Development

**ATTEST:** \_\_\_\_\_

**Clerk to the Board**

## COVID-19 RESTORE RETAIL GRANT AGREEMENT

**THIS PRINCE WILLIAM COUNTY ECONOMIC DEVELOPMENT COVID-19 RESTORE RETAIL GRANT AGREEMENT** (herein referred to as "Agreement"), made this x day of November 2021 by and among the Prince William Board of County Supervisors, a body corporate and politic (the "County" or "Board"), and the **INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF PRINCE WILLIAM**, (hereinafter referred to as "IDA"), a political subdivision of the Commonwealth of Virginia, individually a "Party" and collectively the "Parties."

### WITNESSETH:

**WHEREAS**, the IDA has been created to promote the economic development of Prince William County, Virginia (the "County") pursuant to enabling legislation under Section 15.2-4900 *et seq.*, VA Code Ann.; and

**WHEREAS**, the IDA has the authority to make grants of money or property for economic development pursuant to Section 15.2-4905(13), VA Code Ann.; and

**WHEREAS**, the COVID-19 shutdown and forced closure of non-essential businesses has severely impacted small business in Prince William County, particularly in the retail, restaurant, and travel-related sectors; and

**WHEREAS**, it is now necessary to provide financial relief to small businesses in Prince William County, Virginia, in response to the economic impact of COVID-19 as an essential part of the County's economic development and recovery efforts; and

**WHEREAS** the Board desires to set up a COVID-19 Restore Retail Grant Program ("Restore Retail Grant Program"), implemented by the IDA, that will assist Prince William County small businesses by providing needed cash for working capital to support rent, mortgage payments, utility expenses, or other similar expenses that occur in the ordinary course of business; and

**WHEREAS**, on May 19, 2021, the Board was notified that it will receive \$45,678,530 from the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) under the American Rescue Plan (ARPA); and

**WHEREAS**, on June 15, 2021, the Prince William Board of County Supervisors, by its Resolution No. 21-352, accepted, budgeted, and appropriated the first CSLFRF allocation under ARPA of the \$45,678,530; and

**WHEREAS**, on November 9, 2021, by Res. No. \_\_\_\_ the Board of County Supervisors duly authorized the transfer of up to \$6,000,000 of CSLFRF funds under ARPA to the IDA for distribution pursuant to the Restore Retail Grant Program, as set forth herein; and

**WHEREAS**, upon execution of this Agreement, the County shall transfer to the IDA the CSLFRF funds of up to Six Million and 00/100 Dollars (\$6,000,000.00), to be distributed pursuant to the Restore Retail Grant Program, in accordance with this Agreement; and

**WHEREAS**, the Board and the IDA desire to enter into this Agreement to memorialize the understandings and conditions under which the Restore Retail Grant Program will operate and to set forth the obligations and responsibilities of the parties in connection therewith;

**NOW, THEREFORE**, in consideration of the mutual promises of the parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby state and agree as follows:

- 1) **Incorporation of Recitals** – The preceding recitals are an integral part of the Agreement and set forth the intentions of the Parties and the premises on which the Parties have entered into this Agreement. Accordingly, the recitals are fully incorporated into this Agreement by this reference as if fully set forth herein.
- 2) **Definitions** – In addition to any other capitalized term for which meaning is expressly defined in this Agreement, the following terms shall be defined as follows:
  - a) “Effective Date” means November x, 2021.
  - b) “County Executive” means the County Executive of Prince William County or designee.
- 3) **IDA Covenants and Obligations**
  - a) The IDA agrees to use the CSLFRF funds for the purpose of providing Restore Retail Grants to Prince William County small businesses in the areas of hospitality and entertainment, retail trade and employment and administrative support services. This would include, but is not limited to, locally owned restaurants, retail stores, personal services establishments, office and facility support services, and tourism venues.
  - b) The IDA acknowledges and agrees that the CSLFRF funds are County funds for which the IDA is serving as a conduit and that the IDA’s obligation to disburse Restore Retail Grants to the small businesses is wholly contingent upon the IDA’s receipt of the CSLFRF Funds from the County in the first instance.
  - c) The IDA acknowledges and agrees that the IDA has designated the County Executive to administer the Restore Retail Grant Program for the IDA in all respects, including, but not limited to, making determinations as to which businesses receive grants, and the process for selecting the Grant recipients. Upon receipt of the requisite monies from the County to fund the Restore Retail Grant Program, the IDA shall, subject to the Disbursement Prerequisites in Section 5, disburse the grant payments to the selected small businesses pursuant to Section 6. The IDA will return any unutilized CSLFRF funds monies to the County within 30 days of December 30, 2022. Any CSLFRF funds that are not distributed by the IDA by December 30, 2022, shall be returned to the County.

- d) The IDA agrees to and will execute the Certification for Receipt of Coronavirus State and Local Fiscal Recovery Funds from Prince William County (attached as **Exhibit A**) prior to receiving funds from the County.

4) **Business Qualification Criteria**

- a) Businesses must have experienced financial hardship during the COVID-19 pandemic.
- b) Businesses must have primary operations in the following industries: Arts, Entertainment, \*Event Venues, Recreation, Child Enrichment, Personal Services, Restaurants/ Food Services, Retail which includes but is not limited to restaurants, retail stores, museums, historical sites, indoor recreation, daycare, preschool, nail salon/spa, fitness centers, dry cleaners, breweries, wineries, food trucks, agritourism facilities, and mall cart/kiosks.
  - I. Wedding & Event Venues less than 20K square feet that is a permanent structure with plumbed restrooms located within the venue, are eligible.
- c) Businesses must have a physical address in Prince William County.
- d) Business must be open and operable as of December 31, 2020.
- e) Business must be an active business entity by the Virginia State Corporation Commission and/or have a current Prince William County Business License.
- f) Businesses occupying less than 500 contiguous square feet are eligible for a grant of \$5,000.
- g) Businesses occupying 501 to 10,000 contiguous square feet are eligible for a grant of \$15,000.
- h) Businesses occupying 10,001 to 25,000 contiguous square feet are eligible for a grant of \$25,000.
- i) Large Entertainment venues with capacity more than 1,100 permanent seats are eligible for a \$50,000 grant. (International/National Brands that are locally managed qualify)
- j) The following businesses are not eligible for the program:
  - I. International/National Brands that are not locally owned and operated in Prince William County
  - II. Franchise businesses, except those that are locally owned and operated in Prince William County
  - III. Businesses delinquent on County taxes as of March 1, 2020

- IV. SBA Restaurant Revitalization Grant recipients (separately funded by the American Rescue Plan Act)
- V. Businesses within a Co-Working Space
- VI. Gaming Emporiums and Gambling Establishments
- VII. Vape, tobacco and CBD retailers
- VIII. Home-based businesses
- IX. Adult entertainment businesses

5) **Disbursement Prerequisites** – The IDA’s obligation to disburse the individual grants to the selected small businesses is subject to and conditioned upon the following pre-conditions (“Disbursement Prerequisites”):

- a) **Receipt of Application.** The small business must have provided the County Executive or designee with a complete Restore Retail Grant application, a sample of which is attached as **Exhibit B**.
- b) **Certification of Application.** The County Executive must have certified that the small business qualifies for the Restore Retail Grant program and that the small business has provided all the information required to make this determination.
- c) **Selection of Recipients.** The County Executive must have selected the recipients of the Restore Retail Grants from the pool of certified applicants and the amount of the Restore Retail Grant each recipient is qualified to receive.
- d) **List of Recipients.** The County Executive must have electronically transmitted the names, business addresses, and other information to the IDA in the format prescribed by the attached template – see **Exhibit C**.
- e) **Transmission of Funds.** The County Executive must have wire transferred the Restore Retail Grant funds to the IDA’s bank account in accordance with the procedures appended as Exhibit C. No more than One Million and 00/100 Dollars (\$1,000,000.00) shall be transferred in one day – **see Exhibit D**.

6) **Disbursement of Restore Retail Grants**

- a) If all Disbursement Prerequisites are met, and upon receipt of the County Executive’s written instructions, the IDA shall disburse Six Million and 00/100 Dollars (\$6,000,000.00) in individual grants not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00) to the recipients of the Restore Retail-Grant program as determined by the County Executive. The IDA shall disburse the Restore Retail Grant funds within 10 days after the later of the date that the County Executive transmits the list of Restore Retail Grant recipients to the IDA (see Section 5(d) above) and the date that the County Executive transfers the Restore Retail Grant Funds (see Section 5(e) above).
- b) The IDA shall disburse all Restore Retail Grant funds by means of check generated by the IDA.

7) **Repayment of Restore Retail Grant**

- a) If a small business recipient of the Restore Retail Grant program terminates his/her business within ninety (90) days or moves his/her principal place of business outside of Prince William County within one (1) year of receiving the Restore Retail Grant funds, then the small business recipient shall reimburse the IDA the full amount of the grant funds received by it within sixty (60) days of receipt of notification by the County. Any refund paid by Restore Retail Grant fund recipients to the IDA under this provision shall be repaid to the County within sixty (60) days of receipt of the funds from the Restore Retail Grant recipient.
- b) On behalf of the IDA, the County, through the County Executive, may enforce the Section 7(a) repayment provisions.

8) **Miscellaneous Provisions**

- a) **Notices** – Communications between the Parties. Formal notices between the Parties shall be given by (i) electronic mail, with a copy by first class mail, postage prepaid, to the following addresses:

To the County: Prince William County

Office of the County Executive

Attn: Rebecca Horner, Deputy County Executive

Email: rhorner@pwcgov.org

With Copies to: Prince William County

Office of the County Attorney

Attn: Rob Skoff, Senior Assistant County Attorney

Email: rskoff@pwcgov.org

Prince William Department of Economic Development

13575 Heathcote Blvd, Ste 240

Gainesville, VA 20155

Attn: Christina Winn, Executive Director

Fax (703) 792-5502

Email: cmwinn@pwcgov.org

To the IDA:

Industrial Development Authority of the County

Of Prince William

PO Box 2636

Manassas, VA 20108

Email: idaofpwc@pwcida.org

- b) **Entire Agreement Amendments** – This Agreement constitutes the full agreement between the parties, and neither party shall be bound by any terms, conditions, or representations not contained herein. This Agreement may be modified only by

written agreement signed by both parties hereto with the same formality, and with the consent of the County.

- c) **Assignment** – This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- d) **Governing Law: Venue** – This Agreement is made and is intended to be performed in Prince William County, Virginia, and shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.
- e) **Determination; Disbursements**
  - i) Any determination by the County Executive of fulfillment or non- fulfillment of the terms of this Agreement by a Restore Retail Grant applicant or recipient shall be binding on the IDA. The IDA may request such determinations by the County Executive, as necessary.
  - ii) The IDA shall have no responsibility to disburse any funds to the small business applicants or Restore Retail Grant recipients beyond the amount that the IDA has received from or on behalf of the County for that purpose.
- f) **Non-Liability of Officials. Employees and Agents** – No member, official, employee or agent of the County or of the IDA shall be personally liable to a small business applicant or Restore Retail Grant recipient in the event of any default or breach by the County or by the IDA or for any amount that may become due to a small business applicant or Restore Retail Grant recipient or its successors or assigns under the terms of this Agreement.
- g) **Business Day Convention** – If the date of any required action falls upon a weekend day or a holiday or other day when the Prince William County, VA government is not open for business, the required action may be deferred to the next business day.
- h) **Force Majeure** – If any Party is delayed in the performance of its obligations hereunder, and such delay is due to Force Majeure, defined as acts of nature, fire, catastrophic weather, explosion, riot, war or labor strike or any other cause beyond the Party's control and this (these) event(s) impact the ability of the Party to complete its performance obligations under this Agreement and only if the Party gives prompt notice of such Force Majeure event(s) and has made reasonable efforts to mitigate the impact of such event(s), then the Party may in writing request an extension of the performance commitments from the Parties. Such extension shall not exceed six (6) months, and such extension shall not be unreasonably withheld.
- i) **Counterparts** – This Agreement may be signed in duplicate, and each of said duplicates shall constitute an original.



**IN WITNESS WHEREOF**, the parties hereto have hereafter set their signatures and seals by their respective duly authorized representatives.

Approved as to form:

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Christopher E. Martino,  
County Executive of Prince William County

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Chair

ATTEST:

INDUSTRIAL DEVELOPMENT AUTHORITY OF  
THE COUNTY OF PRINCE WILLIAM

\_\_\_\_\_  
Dexter Montgomery  
Secretary/Treasurer

BY: \_\_\_\_\_  
Pat O'Leary  
Chairman

DATE: \_\_\_\_\_

**EXHIBIT A**  
**Certification for Receipt of**  
**Coronavirus State and Local Fiscal Recovery Funds**  
**from Prince William County**

We the undersigned represent \_\_\_\_\_ (the “subrecipient entity”) and we certify that: *[subrecipient entity name]*

General:

1. We have the authority to request payment on behalf of the subrecipient entity from Prince William County’s (the “County’s”) share of Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), which it received pursuant to Section 602(b) and 603(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021).
2. The subrecipient entity understands the County will rely on this certification as a material representation for making a payment to the subrecipient entity.
3. We understand the subrecipient entity will not receive continued funding from the County beyond December 31, 2024, from any source to continue paying expenses or providing services that were initiated or previously supported from CSLFRF funds prior to December 31, 2024.
4. We understand that the subrecipient entity’s receipt and use of CSLFRF funds are further conditioned on the expectations found in Attachment A, which is attached to and made part of this Certificate.

Use of Funds:

5. The subrecipient entity understands and agrees that the funds disbursed under this subaward may only be used in compliance with Section 603(c) of the Social Security Act and U.S. Treasury’s regulations implementing that section, and guidance issued by the Treasury regarding the foregoing.
6. The subrecipient entity will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.
7. The uses of the CSLFRF funds received as payment from the County under Sections 603(c) of the Social Security Act will be used only to cover those costs that:
  - a. Respond to or mitigate the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its economic impacts;
  - b. Cover costs incurred as a result of such emergency; or
  - c. Address the negative economic impacts of such emergency.
8. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
9. The subrecipient entity may use funds provided under this award to cover both direct and indirect costs, unless otherwise defined in Attachment A.

10. Any CSLFRF funds provided pursuant to this certification cannot be used as revenue replacement for lower-than-expected revenue collections from any other revenue source.
11. Any CSLFRF funds received pursuant to this certification will not be used for expenditures for which the subrecipient entity has received funds from any other emergency COVID-19 supplemental funding source (whether state, federal, or private in nature) for that same expense nor may CSLFRF funds be used for purposes of matching other federal funds unless specifically authorized by federal statute, regulation, or guideline.

Period of Performance:

12. The period of performance for this award begins on the date hereof and ends on December 31, 2026, unless otherwise defined by Attachment A. As set forth by Treasury's implementing regulations, the Subrecipient Entity may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024, unless otherwise defined by Attachment A.
13. Any funds that are not expended\* or that will not be expended on necessary expenditures on or before December 31, 2024, by the subrecipient entity, must be returned to the County no later than January 31, 2025. If such funds are not returned to the County within 30 days of December 31, 2024, the subrecipient entity understands the County will take legal action to recoup the funds. [\*Note: for purposes of this agreement "expended" means actual funds spent/paid for goods or services received or otherwise contractually incurred and obligated by December 31, 2024].

Adherence to Federal Guidelines, Rules, and Regulations:

14. Funds received as payment from the County pursuant to this certification must adhere to official federal guidance, rules, and regulations issued or to be issued regarding what constitutes a necessary expenditure (See the U.S. Treasury website for the most recent guidance concerning the use of CSLFRF funds provided under ARPA at [www.treasury.gov/SLFRP](http://www.treasury.gov/SLFRP)).
15. Any CSLFRF funds expended by the subrecipient entity in any manner that does not adhere to official federal guidance, rules, and regulations shall be returned to the County within 30 days of a finding that the expenditure is disallowed, and that the County is entitled to recover any and all funds that are not repaid within 30 days of a finding that the expenditures are disallowed.

Documentation and Records:

16. As a condition of receiving the CSLFRF funds pursuant to this certification, the subrecipient entity shall retain documentation of all uses of the funds, including but not limited to payroll time records, invoices, and/or other related receipts. Such documentation shall be produced and provided to the County upon request.
17. The subrecipient entity must maintain proper accounting records to segregate these CSLFRF expenditures from those supported by other funding sources and that all such records will be subject to audit.
  - a. The subrecipient entity shall maintain records and financial documents sufficient to evidence compliance with Section 603(c) of the Social Security Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

- b. The County, Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the subrecipient entity in order to conduct audits or other investigations pertaining to the CSLFRF funds awarded by the County.
- c. Pertinent records pertaining to CSLFRF funds awarded by the County shall be maintained by the subrecipient entity for a period of five (5) years after all funds have been expended or returned to the County, whichever is later.

Reporting:

18. The subrecipient entity agrees it will provide the County with periodic accounting for the funds it receives from the County, as defined in Attachment A, in a form and manner specified by the County for audit purposes.
19. The subrecipient entity agrees it will provide the County with a complete final accounting for the funds it receives from the County within 60 days of December 31, 2024, in a form and manner specified by the County for audit purposes.

Interest Earnings:

20. Any interest earned on the CSLFRF funds granted by the County to the subrecipient entity will only be used to fund additional expenses as identified in item 7 of this certification or will be returned to the County in accordance with the provision enumerated by item 13 of this certification.

Conflict of Interest:

21. The subrecipient entity understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. The subrecipient entity must disclose in writing to the County, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

Compliance with Applicable Laws and Regulations:

22. The subrecipient entity agrees to comply with the requirements of Section 603 of the Social Security Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. The subrecipient entity also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and the subrecipient entity shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
23. Federal regulations applicable to this award include, without limitation the following:
  - a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to the Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit act, shall apply to this award.
  - b. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- c. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated for reference.
  - d. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - e. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - f. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§
  - g. Generally applicable federal environmental laws and regulations.
24. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d, et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color or national origin under programs or activities receiving federal financial assistance;
  - b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
25. CSLFRF fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the provisions of the Uniform Guidance 2 C.F.R. Part 200, including: 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

False Statements:

26. The subrecipient entity understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or other remedy available by law.

Publications:

27. Any publications produced with funds from this award must display the following language: "This Project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of subrecipient entity] by the U.S. Department of the Treasury."

Protection for Whistleblowers:

28. In accordance with 41 U.S.C. § 4712, the subrecipient entity may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

29. The list of persons and entities referenced in the paragraph above include the following:

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court or grand jury; or
- g. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

30. The subrecipient entity shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Award Information:

31. Pertinent award information related to the CSLFRF funds granted to the subrecipient entity:

<b>Award Name:</b>	Coronavirus State and Local Fiscal Recovery Funds
<b>Federal Awarding Agency:</b>	U.S. Treasury Department
<b>Federal CFDA #:</b>	21.019
<b>Amount of Award:</b>	\$ _____
<b>Subrecipient Entity DUNS #:</b>	_____

The subrecipient entity certifies that we have read the above certification and our statements contained herein are true and correct to the best of our knowledge.

**Subrecipient Entity  
Chief Executive**

**Subrecipient Entity  
Chief Financial Officer**

\_\_\_\_\_  
*(printed name of official)*

\_\_\_\_\_  
*(printed name of official)*

Signature:

Signature:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Received by:**

\_\_\_\_\_  
Prince William County Government  
Chief Financial Officer

\_\_\_\_\_  
Date

EXHIBIT B  
COVID 19 RESTORE RETAIL-GRANT APPLICATION


**DRAFT- NOT FINAL APPLICATION – FOR ILLUSTRATION PURPOSES ONLY**  
**Prince William County Small Business Relief Restore Retail-Grant Application**

Application number


Legalnameofbusiness \_\_\_\_\_ ]

DBA (ifapplicable) \_\_\_\_\_ ]

Mailing address

State [ Choose State  ]

Primary physical address in Prince William County

State [ Choose State  ]

Magisterial district Primary Contact

Phone Number xxx-xxx-xxxx \_\_\_\_\_ ]

Email example@domain.com \_\_\_\_\_ ]

Prince William County business license account number (if applicable)

Prince William County business tangible property account number (if applicable)

Is this business current on its Prince William County tax obligations?

What best describes the organization type? Is your business for-profit?

Provide your Taxpayer Identification Number (TIN) (choose one of the three TIN options)

How many locations does your organization have?



How many locations are in Prince William County?

What year was the business established in Prince William County?

How many employees in Prince William County as of February 29, 2020?

How many employees in Prince William County as of May 30, 2020?

If you have fewer employees as of May 30, 2020, was this due to: Primary business function

- Arts, entertainment, recreation
- Childcare, education, instruction
- Construction, engineering, design services
- Distribution, logistics, warehousing
- Finance, insurance, real estate
- Health and medical services
- Hotel and accommodations
- Information technology, broadcasting, and publishing Manufacturing
- Personal services (barbershops, nail salon, fitness, dry cleaner, etc.)
- Private household services
- Professional, technical, and business services Repair and maintenance services
- Restaurant, food services Retail

Social services

Transportation

Please describe the impact of Covid-19 on your business and include any physical or business operation alterations you have made or will need to make for your business to remain viable.

Upload your Business Recovery Plan (max 2 pages)

What is the current status of your business?

If closed or open with limited capacity, check all that apply

Did you apply for the SBA's EIDL or PPP loan & grant funds? Were you awarded funding?

How much grant funding are you seeking through this application?

How will you spend the funds?

Is the primary location of the business owned or rented?

Have you requested or received a rent reduction or mortgage deferral at your place of business?

What would you need for your business store-open or resume full operations? (check all that are applicable to your organization)

Upload your business license

Upload your 2018 & 2019 Business Tangible Property Returns

Upload your 2018 & 2019 Business License Application Forms

Upload your 2018 and 2019 Virginia Business Tax Returns

Upload your IRS form W-9

Upload your IRS form 941

## Terms & Conditions

1. The submission of an application for the grant constitutes an unconditional agreement to, and acceptance of, these Terms and Conditions. The Applicant is responsible for ensuring his or her familiarity with the Terms and Conditions.
2. By submitting an application, the Applicant certifies that it is not under any agreement or restriction that prohibits or restricts its ability to disclose or submit the materials included in the application or otherwise to apply for the grant.
3. Applicants acknowledge and agree that information (excluding proprietary financial and employee information) submitted by Applicants will be used in the promotion of the grant and will be displayed on public webpage(s) showcasing selected businesses.
4. The Applicant acknowledges and agrees that the information provided herein may be subject to disclosure, including under the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700, et seq.
5. The Applicant gives permission and waives the confidentiality of any confidential tax information concerning the Applicant's tax payment and licensing status, so that the Prince William County Department of Finance and the Prince William Department of Economic Development may verify the tax payment and licensing status of the Applicant.
6. The Applicant hereby acknowledges and certifies that the information and representations set forth by the Applicant in the application are true and accurate in all respects as of the date of the submission of the application. The Applicant acknowledges that Prince William County and the Industrial Development Authority of Prince William County will make evaluations and awards of grant proceeds in reliance on the information provided by the Applicant, and that the information and representations set forth by the Applicant are material to the award of the grant.
7. The Applicant hereby acknowledges that Prince William County and the Industrial Development Authority of Prince William County have established certain criteria for qualified Applicants and applications, and that Applicants and applications that do not satisfy the established criteria shall not be considered. The criteria for qualified Applicants and applications are set out below. Applicant acknowledges and agrees that the determination of whether an Applicant or application satisfies the criteria for qualified Applicants and applications is solely in the discretion of Prince William County and the Industrial Development Authority of Prince William County. The Applicant acknowledges that all grant award decisions are final and are not subject to appeal.
8. The Applicant acknowledges and agrees that in the event the Applicant is awarded a grant, the Applicant will use the Grant proceeds for the following limited purposes:

- A. Ongoing expenses of the Applicant, such as payroll, rent, insurance or other operating expenses; or
  - B. Adaptive costs, such as the purchase of e-commerce equipment/website creation and/or upgrade of an online sales site
  - C. If the Applicant uses the grant proceeds for another purpose, then upon sixty (60) days' notice by the County, the Applicant shall return the full amount of the grant funds awarded to the Industrial Development Authority of Prince William County
9. The Applicant acknowledges and agrees that if the Applicant is awarded a grant, and if within 90 days of the award the Applicant Terminates the business then, upon sixty (60) days' notice by the County, the Applicant shall return the full amount of the grant funds awarded to the Prince William County Industrial Development Authority.
  10. The Applicant acknowledges and agrees that if the Applicant is awarded a grant, and if within one year of the award the Applicant moves its principal place of business outside of Prince William County then, upon sixty (60) days' notice by the County, the Applicant shall return the full amount of the grant funds awarded to the Industrial Development Authority of Prince William County.
  11. The Applicant agrees to report in writing to the Prince William County Department of Economic Development, in a form to be provided by the County, every six months for first year on the current status of their business including information on existing employees and revenues.
  12. The Applicant agrees to have a monthly update call with representatives of the Prince William County Department of Economic Development or its authorized representatives.
  13. The Applicant acknowledges that the information and representations in the application may be verified by Prince William County and/or the Prince William County Industrial Development Authority. The verification may occur prior or after the lottery. If an application contains inaccurate or incomplete information, or misrepresentations, the application may be rejected. An application rejected prior to a lottery award will not be placed in the lottery. If an application rejected after a grant is awarded by lottery, but the funds are not disbursed, the Grant funds will not be disbursed and the Grant will be null and void. If an application is rejected after a grant is awarded by lottery, and the funds are disbursed, then upon sixty (60) days' notice by the County, the Applicant shall return the full amount of the grant funds awarded to the Industrial Development Authority of Prince William County and the grant will be null and void.
  14. In consideration of the time, expertise and other resources provided by Prince William County and the Industrial Development Authority of Prince William County, the Applicant, to the full extent permitted by law, by submitting an application voluntarily releases Prince William County and the Industrial Development Authority of Prince William County from any and all claims, actions, damages, costs or liabilities of any kind relating to or arising from or

in connection with the awarding, advertising, receipt, and/or use or misuse of any grant or participation in any Prince William Restore Retail Grant related activities.

15. The Applicant covenants to save, defend, hold harmless and indemnify the County, and all of its officers, departments, agencies, agent, and employees (Collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees, charges, liability, or exposure), however caused, resulting from, arising out of, or in any way connected with this application.

I certify that I have read and understand and am authorized to complete and submit this application on behalf of the Applicant. I verify that the statements contained herein are true, accurate, and complete. I acknowledge that false and inaccurate statements made on the application are grounds for immediate rejection of the application.

**Authorized Signature**

EXHIBIT B  
RESTORE RETAIL-GRANT RECIPIENTS FOR PROCESSING XX/XX/2020

RECIPIENT CONTACT TELEPHONE NUMBER	RECIPIENT CONTACT EMAIL	GRANT RECIPIENT BUSINESS NAME	RECIPIENT CONTACT NAME	RECIPIENT BUSINESS ADDRESS	CITY	STATE	ZIP CODE	AMOUNT OF RESTORE RETAIL-GRANT
703-123-4567	<a href="mailto:hpresley@hmc.com">hpresley@hmc.com</a>	Harold's Mountain Café	Harold Presley	1234 Mountain View Road	Woodbridge	VA	22191	\$10,000.00
703-987-6543	<a href="mailto:GaryG@Greengecko.com">GaryG@Greengecko.com</a>	Green Gecko Pet Supplies	Gary Gecko	7890 Lizard Lane, Suite 101	Gainesville	VA	20155	\$7,500.00

EXHIBIT C



**Prince William County Industrial Development Authority**

P.O. Box 2636  
Manassas, Virginia 20108  
703-362-3570

**MEMORANDUM**

**To: Christina Winn, Executive Director  
Prince William County, Department of Economic Development**

**From: Dexter Montgomery, Secretary/Treasurer  
Industrial Development Authority of the County of Prince William (PWC IDA)  
[dexmontgomery@verizon.net](mailto:dexmontgomery@verizon.net)  
Phone Contact: PWC IDA Bookkeeper Donna Flory: 703-409-5604**

**Date: October 20, 2021**

**Subject: Restore Retail Grant Program – Distribution and Tracking Procedures**

This memo is to define the procedures that will be employed by Prince William County (the County) and the Industrial Development Authority (IDA) in distributing Restore Retail grants to businesses approved by the County. We appreciate your working with us to follow the procedures outlined below to ensure expeditious and accurate transfer of approved Restore Retail grants.

These are the Distribution Procedures to be followed:

1. When Restore Retail grant recipients have been identified, the Department of Economic Development (DED) will submit information and provide funding to the IDA in the following quantities:
  - a. Groups of approved recipients will be submitted in quantities of no less than 50 and no more than 100 at a time to allow for efficient processing. Groups may be provided daily.
  - b. Funds transferred from the County to the IDA will be provided in an amount exactly equal to the amount of the funds necessary for grants to the group of approved recipients being submitted in a particular group on a particular day by DED.

To initiate the processing of each group of Restore Retail grant recipients, DED will notify both the Secretary/Treasurer and the Bookkeeper of the IDA by email at [dexmontgomery@verizon.net](mailto:dexmontgomery@verizon.net) and to [donnaflory@verizon.net](mailto:donnaflory@verizon.net).

- a. Included in the email will be a spreadsheet containing information about the group of 25-100 businesses being submitted on a that day to receive Restore Retail grants. Accuracy of information will be critical to ensure delivery to the grant recipients. The Excel document and the spreadsheet itself should be titled Restore Retail Grant Recipients for Processing - xx/xx/2021 (with the date entered by DED for the day in which the group is being sent to the IDA).

The IDA has provided a spreadsheet template (attached) demonstrating the format to be used. Entered on the spreadsheet for each business is:

- i. Grant Recipient Contact Telephone Number (column A)
  - ii. Grant Recipient Contact Email (column B)
  - iii. Grant Recipient Business Name (column C)
  - iv. Grant Recipient Contact Name (column D)
  - v. Grant Recipient Business Street Address with Suite Number or Apartment Number (column E)
  - vi. City (column F)
  - vii. State (column G)
  - viii. Zip Code (column H)
  - ix. Amount of Restore Retail-Grant (column I)
- b. Also included with the email will be a copy of the Board of County Supervisors Resolution authorizing the Restore Retail grant program.
  - c. After receiving the notification email, the IDA will then generate an invoice to allow activation of the County's Vendor Procurement System. The invoice will include the name: Restore Retail Grant Recipients for Processing - xx/xx/2020 (the same as name given the spreadsheet by DED). It will be in the amount that is necessary to be passed through from the County to fulfill the group of businesses being submitted on that day.
  - d. The IDA will include on the invoice the notation, "Pursuant to the request of Prince William County, this invoice was generated in order to initiate a wire transfer to process Restore Retail grants to the businesses listed on Restore Retail Grant Recipients for Processing - xx/xx/2020. This is pass-through money from Prince William County on behalf of the Prince William County Department of Economic Development."
  - e. The IDA will submit the invoice to the Prince William County Department of Economic Development.

We want to confirm that the Prince William County Department of Economic Development will be utilizing Prince William County's upgraded Vendor Procurement System to transfer incentive funds into the IDA's Incentive Funds Account. The IDA is a recognized Vendor in the upgraded system and must continue to be listed in the system with current Contact and Bank Account information. The IDA will work with the County Finance Department and the Department of Economic Development to make sure our listing is kept up-to-date. We also want to confirm that the IDA Incentive Funds Account into which the Restore Retail grant funds will be transferred is an account for the sole purpose of paying incentives or other County pass-through monies. We furthermore want to confirm



for your information that the IDA Incentive Funds Account is a public funds account and therefore does not incur any bank fees, including fees for wire transfers and “bill pays.” Additionally, no other IDA money is co-mingled with this account.

Wire Transfer Information for the PWC IDA’s Incentive Funds Account:

United Bank  
14048 Parkeast Circle, Suite 100  
Chantilly, Virginia 20151

Routing #: To be provided  
Account Name: Industrial Development Authority of the County of Prince William  
Bank Account #: To be provided

2. Once funds are wired into the IDA’s incentive account by the County, the IDA will begin processing the Restore Retail grants.
  - a. All Restore Retail grants will be distributed via checks from the IDA incentive account.
  - b. The checks will include the following information:
    - i. Grant Recipient Business Name
    - ii. Grant Recipient DBA
    - iii. Recipient Business Street Address with Suite Number or Apartment Number
    - iv. City, State, Zip
3. If any of the grant recipient information appears to be incorrect, the IDA Bookkeeper will return to the DED a list of all potentially incorrect recipients to be researched and verified or corrected.
4. Once the transactions have been entered for payment for the batch of businesses provided, the Bookkeeper for the IDA will notify DED. Arrangements will be made for DED to receive the checks for disbursement to the recipients in person. Checks will not be mailed.

These are the Tracking Procedures to be followed:

1. On the 1<sup>st</sup> and the 15<sup>th</sup> of each month, the IDA will review bank transactions online to confirm the Restore Retail grant checks that have been cashed and those that remain outstanding. The IDA will provide a report to DED via the Restore Retail Grant recipients template, using one column to indicate the check number, one to indicate the date the checks were given to DED to be disbursed to the recipients and another to indicated the date the check cleared.
2. DED will be able to follow up on any outstanding payments to determine
  - a. Error that must be corrected, or
  - b. If the recipient is either no longer eligible for the grant or no longer desires it.

DED will then instruct the IDA Secretary/Treasurer and the IDA Bookkeeper via email to [dexmontgomery@verizon.net](mailto:dexmontgomery@verizon.net) and to [donnaflory@verizon.net](mailto:donnaflory@verizon.net) of the actions that should be taken. These may include:

- c. Cancelling the check and reissuing it with a correction
  - d. Cancelling the check, with funds returned to the County via a wire transfer
  - e. Issuing a check to an alternate approved Restore Retail grant recipient
3. Continued tracking will result in all Restore Retail-Grants either being awarded to approved recipients or all grants being awarded and unused funds returned.

## COVID-19 LIFT UP LODGING GRANT AGREEMENT

**THIS PRINCE WILLIAM COUNTY ECONOMIC DEVELOPMENT COVID-19 LIFT UP LODGING GRANT AGREEMENT** (herein referred to as "Agreement"), made this x day of November 2021 by and among the Prince William Board of County Supervisors, a body corporate and politic (the "County" or "Board"), and the **INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF PRINCE WILLIAM**, (hereinafter referred to as "IDA"), a political subdivision of the Commonwealth of Virginia, individually a "Party" and collectively the "Parties."

### WITNESSETH:

**WHEREAS**, the IDA has been created to promote the economic development of Prince William County, Virginia (the "County") pursuant to enabling legislation under Section 15.2-4900 *et seq.*, VA Code Ann.; and

**WHEREAS**, the IDA has the authority to make grants of money or property for economic development pursuant to Section 15.2-4905(13), VA Code Ann.; and

**WHEREAS**, the COVID-19 shutdown and forced closure of non-essential businesses has continued to impact businesses in Prince William County, particularly in the lodging and hospitality sector; and

**WHEREAS**, it is now necessary to provide additional financial relief to lodging facilities in Prince William County, Virginia, as an essential part of the County's economic development and recovery efforts; and

**WHEREAS** the Board desires to set up a COVID-19 Lift Up Lodging Grant Program ("Lift Up Lodging Grant Program"), implemented by the IDA, that will assist Prince William County hotels, motels and inns by providing needed cash for working capital to support rent, mortgage payments, utility expenses, or other similar expenses that occur in the ordinary course of business; and

**WHEREAS**, on May 19, 2021, the County received its first Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) allocation of \$45,678,530 in relief funds under the American Rescue Plan Act (ARPA), and

**WHEREAS**, on June 15, 2021, the Prince William Board of County Supervisors, by its Resolution No. 21-352, accepted, budgeted, and appropriated the first CSLFRF allocation under ARPA of the \$45,678,530; and

**WHEREAS**, on November 9, 2021, by Res. No. \_\_\_\_ the Board of County Supervisors duly authorized the transfer of up to \$4,000,000 of CSLFRF funds under ARPA to the IDA for distribution pursuant to the Lift Up Lodging Grant Program, as set forth herein; and

**WHEREAS**, upon execution of this Agreement, the County shall transfer to the IDA the CSLFRF funds of up to Four Million and 00/100 Dollars (\$4,000,000.00), to be distributed pursuant to the Lift Up Lodging Grant Program, in accordance with this Agreement; and

**WHEREAS**, the Board and the IDA desire to enter into this Agreement to memorialize the understandings and conditions under which the Lift Up Lodging Grant Program will operate and to set forth the obligations and responsibilities of the parties in connection therewith;

**NOW, THEREFORE**, in consideration of the mutual promises of the parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby state and agree as follows:

- 1) **Incorporation of Recitals** – The preceding recitals are an integral part of the Agreement and set forth the intentions of the Parties and the premises on which the Parties have entered into this Agreement. Accordingly, the recitals are fully incorporated into this Agreement by this reference as if fully set forth herein.
- 2) **Definitions** – In addition to any other capitalized term for which meaning is expressly defined in this Agreement, the following terms shall be defined as follows:
  - a) “Effective Date” means November x, 2021.
  - b) “County Executive” means the County Executive of Prince William County or designee.
- 3) **IDA Covenants and Obligations**
  - a) The IDA agrees to use the CSLFRF funds for the purpose of providing Lift Up Lodging Grants to Prince William County hotels, motels, and inns.
  - b) The IDA acknowledges and agrees that the CSLFRF funds are County funds for which the IDA is serving as a conduit and that the IDA’s obligation to disburse Lift Up Lodging Grants is wholly contingent upon the IDA’s receipt of the CSLFRF funds from the County in the first instance.
  - c) The IDA acknowledges and agrees that the IDA has designated the County Executive to administer the Lift Up Lodging Grant Program for the IDA in all respects, including, but not limited to, making determinations as to which businesses receive grants, and the process for selecting the grant recipients. Upon receipt of the requisite monies from the County to fund the Lift Up Lodging Grant Program, the IDA shall, subject to the Disbursement Prerequisites in Section 5, disburse the grant payments to the selected lodging facilities pursuant to Section 6. The IDA will return any unutilized CSLFRF fund monies to the County within 30 days of September 30, 2024.
  - d) The IDA agrees to and will execute the Certification for Receipt of Coronavirus State and Local Fiscal Recovery Funds from Prince William County (attached as **Exhibit A**) prior to receiving funds from the County.
- 4) **Lodging Facility Eligibility Criteria**

- a) Facility must be a provider of accommodations as defined by Virginia § 58.1-3818.8 in Prince William County as of August 1, 2021.
  - b) Facility must be current on its Transient Occupancy Tax.
  - c) Facility must have an active Prince William County and/or Incorporated Town business license.
  - d) Facility must have a minimum of 10 guest sleeping rooms.
  - e) \$750 will be awarded per guest sleeping room; meeting and guest amenity rooms may not be counted towards the total room count.
  - f) The following businesses are not eligible for the program:
    - a. Short term rentals (i.e. AirBNB, VRBO, etc.)
    - b. Campgrounds
- 5) **Disbursement Prerequisites** – The IDA’s obligation to disburse the grants to the selected lodging facilities is subject to and conditioned upon the following pre-conditions (“Disbursement Prerequisites”):
- a) **Receipt of Application.** The lodging facility must have provided the County Executive with a complete Lift Up Lodging grant application, a sample of which is attached as **Exhibit B**.
  - b) **Certification of Application.** The County Executive must have certified that the lodging facility qualifies for the grant program and that the facility has provided all the information required to make this determination.
  - c) **Selection of Recipients.** The County Executive must have selected the recipients of the grant from the pool of certified applicants and the amount each recipient is qualified to receive.
  - d) **List of Recipients.** The County Executive must have electronically transmitted the names, business addresses, and other information to the IDA in the format prescribed by the attached template – see **Exhibit C**.
  - e) **Transmission of Funds.** The County Executive must have wire transferred the grant funds to the IDA’s bank account in accordance with the procedures appended in Exhibit C. No more than One Million and 00/100 Dollars (\$1,000,000.00) shall be transferred in one day.
- 6) **Disbursement of Lift Up Lodging Grants**
- a) If all Disbursement prerequisites are met, and upon receipt of the County Executive’s written instructions, the IDA shall disburse up to Four Million and 00/100 Dollars (\$4,000,000.00) total in individual grants to the recipients of the grant program as determined by the County Executive. The IDA shall disburse the grant funds within 10 days after the later of the date that the County Executive transmits the list of grant recipients to the IDA (see Section 5(d) above) and the date that the County Executive transfers the grant funds (see Section 5(e) above).

- b) The IDA shall disburse all grant funds by means of checks generated by the IDA.

7) **Repayment of Lift Up Lodging Grants**

- a) If a recipient of the Lift Up Lodging grant program terminates his/her business within ninety (90) days or moves his/her principal place of business outside of Prince William County within one (1) year of receiving the grant funds then the recipient shall reimburse the IDA the full amount of the grant funds received by it within sixty (60) days of receipt of notification by the County. Any refund paid by grant fund recipients to the IDA under this provision shall be repaid to the County within sixty (60) days of receipt of the funds from the grant recipient.
- b) On behalf of the IDA, the County, through the County Executive, may enforce the Section 7(a) repayment provisions.

8) **Miscellaneous Provisions**

- a) **Notices** – Communications between the Parties. Formal notices between the Parties shall be given by (i) electronic mail, with a copy by first class mail, postage prepaid, to the following addresses:

To the County: Prince William County  
Office of the County Executive  
Attn: Rebecca Horner, Deputy County Executive  
Email: rhorner@pwcgov.org

With Copies to: Prince William County  
Office of the County Attorney  
Attn: Rob Skoff, Senior Assistant County Attorney  
Email: rskoff@pwcgov.org

Prince William Department of Economic Development  
13575 Heathcote Blvd, Ste 240  
Gainesville, VA 20155  
Attn: Christina Winn, Executive Director  
Fax (703) 792-5502  
Email: cmwinn@pwcgov.org

To the IDA: Industrial Development Authority of the County  
Of Prince William  
PO Box 2636  
Manassas, VA 20108  
Email: idaofpwc@pwcida.org

- b) **Entire Agreement Amendments** – This Agreement constitutes the full agreement between the parties, and neither party shall be bound by any terms, conditions, or

representations not contained herein. This Agreement may be modified only by written agreement signed by both parties hereto with the same formality, and with the consent of the County.

- c) **Assignment** – This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- d) **Governing Law: Venue** – This Agreement is made and is intended to be performed in Prince William County, Virginia, and shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.
- e) **Determination; Disbursements**
  - i) Any determination by the County Executive of fulfillment or non-fulfillment of the terms of this Agreement by a grant applicant or recipient shall be binding on the IDA. The IDA may request such determinations by the County Executive, as necessary.
  - ii) The IDA shall have no responsibility to disburse any funds to the small business applicants or grant recipients beyond the amount that the IDA has received from or on behalf of the County for that purpose.
- f) **Non-Liability of Officials, Employees and Agents** – No member, official, employee or agent of the County or of the IDA shall be personally liable to a small business applicant or grant recipient in the event of any default or breach by the County or by the IDA or for any amount that may become due to a small business applicant or grant recipient or its successors or assigns under the terms of this Agreement.
- g) **Business Day Convention** – If the date of any required action falls upon a weekend day or a holiday or other day when the Prince William County, VA government is not open for business, the required action may be deferred to the next business day.
- h) **Force Majeure** – If any Party is delayed in the performance of its obligations hereunder, and such delay is due to Force Majeure, defined as acts of nature, fire, catastrophic weather, explosion, riot, war or labor strike or any other cause beyond the Party's control and this (these) event(s) impact the ability of the Party to complete its performance obligations under this Agreement and only if the Party gives prompt notice of such Force Majeure event(s) and has made reasonable efforts to mitigate the impact of such event(s), then the Party may in writing request an extension of the performance commitments from the Parties. Such extension shall not exceed six (6) months, and such extension shall not be unreasonably withheld.
- i) **Counterparts** – This Agreement may be signed in duplicate, and each of said duplicates shall constitute an original.

**IN WITNESS WHEREOF**, the parties hereto have hereafter set their signatures and seals by their respective duly authorized representatives.

Approved as to form:

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\_\_\_\_\_  
Christopher E. Martino,  
County Executive of Prince William County

-----  
ATTEST:

INDUSTRIAL DEVELOPMENT AUTHORITY OF  
THE COUNTY OF PRINCE WILLIAM

\_\_\_\_\_  
Dexter Montgomery  
Secretary/Treasurer

BY: \_\_\_\_\_  
Pat O'Leary  
Chairman

DATE: \_\_\_\_\_



**EXHIBIT A**  
**Certification for Receipt of**  
**Coronavirus State and Local Fiscal Recovery Funds**  
**from Prince William County**

We the undersigned represent \_\_\_\_\_ (the “subrecipient entity”) and we certify that: *[subrecipient entity name]*

General:

1. We have the authority to request payment on behalf of the subrecipient entity from Prince William County’s (the “County’s”) share of Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), which it received pursuant to Section 602(b) and 603(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021).
2. The subrecipient entity understands the County will rely on this certification as a material representation for making a payment to the subrecipient entity.
3. We understand the subrecipient entity will not receive continued funding from the County beyond December 31, 2024, from any source to continue paying expenses or providing services that were initiated or previously supported from CSLFRF funds prior to December 31, 2024.
4. We understand that the subrecipient entity’s receipt and use of CSLFRF funds are further conditioned on the expectations found in Attachment A, which is attached to and made part of this Certificate.

Use of Funds:

5. The subrecipient entity understands and agrees that the funds disbursed under this subaward may only be used in compliance with Section 603(c) of the Social Security Act and U.S. Treasury’s regulations implementing that section, and guidance issued by the Treasury regarding the foregoing.
6. The subrecipient entity will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.
7. The uses of the CSLFRF funds received as payment from the County under Sections 603(c) of the Social Security Act will be used only to cover those costs that:
  - a. Respond to or mitigate the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its economic impacts;
  - b. Cover costs incurred as a result of such emergency; or
  - c. Address the negative economic impacts of such emergency.
8. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
9. The subrecipient entity may use funds provided under this award to cover both direct and indirect costs, unless otherwise defined in Attachment A.

10. Any CSLFRF funds provided pursuant to this certification cannot be used as revenue replacement for lower-than-expected revenue collections from any other revenue source.
11. Any CSLFRF funds received pursuant to this certification will not be used for expenditures for which the subrecipient entity has received funds from any other emergency COVID-19 supplemental funding source (whether state, federal, or private in nature) for that same expense nor may CSLFRF funds be used for purposes of matching other federal funds unless specifically authorized by federal statute, regulation, or guideline.

Period of Performance:

12. The period of performance for this award begins on the date hereof and ends on December 31, 2026, unless otherwise defined by Attachment A. As set forth by Treasury's implementing regulations, the Subrecipient Entity may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024, unless otherwise defined by Attachment A.
13. Any funds that are not expended\* or that will not be expended on necessary expenditures on or before December 31, 2024, by the subrecipient entity, must be returned to the County no later than January 31, 2025. If such funds are not returned to the County within 30 days of December 31, 2024, the subrecipient entity understands the County will take legal action to recoup the funds. [\*Note: for purposes of this agreement "expended" means actual funds spent/paid for goods or services received or otherwise contractually incurred and obligated by December 31, 2024].

Adherence to Federal Guidelines, Rules, and Regulations:

14. Funds received as payment from the County pursuant to this certification must adhere to official federal guidance, rules, and regulations issued or to be issued regarding what constitutes a necessary expenditure (See the U.S. Treasury website for the most recent guidance concerning the use of CSLFRF funds provided under ARPA at [www.treasury.gov/SLFRP](http://www.treasury.gov/SLFRP)).
15. Any CSLFRF funds expended by the subrecipient entity in any manner that does not adhere to official federal guidance, rules, and regulations shall be returned to the County within 30 days of a finding that the expenditure is disallowed, and that the County is entitled to recover any and all funds that are not repaid within 30 days of a finding that the expenditures are disallowed.

Documentation and Records:

16. As a condition of receiving the CSLFRF funds pursuant to this certification, the subrecipient entity shall retain documentation of all uses of the funds, including but not limited to payroll time records, invoices, and/or other related receipts. Such documentation shall be produced and provided to the County upon request.
17. The subrecipient entity must maintain proper accounting records to segregate these CSLFRF expenditures from those supported by other funding sources and that all such records will be subject to audit.
  - a. The subrecipient entity shall maintain records and financial documents sufficient to evidence compliance with Section 603(c) of the Social Security Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

- b. The County, Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the subrecipient entity in order to conduct audits or other investigations pertaining to the CSLFRF funds awarded by the County.
- c. Pertinent records pertaining to CSLFRF funds awarded by the County shall be maintained by the subrecipient entity for a period of five (5) years after all funds have been expended or returned to the County, whichever is later.

Reporting:

- 18. The subrecipient entity agrees it will provide the County with periodic accounting for the funds it receives from the County, as defined in Attachment A, in a form and manner specified by the County for audit purposes.
- 19. The subrecipient entity agrees it will provide the County with a complete final accounting for the funds it receives from the County within 60 days of December 31, 2024, in a form and manner specified by the County for audit purposes.

Interest Earnings:

- 20. Any interest earned on the CSLFRF funds granted by the County to the subrecipient entity will only be used to fund additional expenses as identified in item 7 of this certification or will be returned to the County in accordance with the provision enumerated by item 13 of this certification.

Conflict of Interest:

- 21. The subrecipient entity understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. The subrecipient entity must disclose in writing to the County, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

Compliance with Applicable Laws and Regulations:

- 22. The subrecipient entity agrees to comply with the requirements of Section 603 of the Social Security Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. The subrecipient entity also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and the subrecipient entity shall provide for such compliance by other parties in any agreements it enters with other parties relating to this award.
- 23. Federal regulations applicable to this award include, without limitation the following:
  - a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to the Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit act, shall apply to this award.
  - b. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered

transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- c. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated for reference.
  - d. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - e. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - f. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§
  - g. Generally applicable federal environmental laws and regulations.
24. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d, et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color or national origin under programs or activities receiving federal financial assistance;
  - b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
25. CSLFRF fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the provisions of the Uniform Guidance 2 C.F.R. Part 200, including: 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements

False Statements:

26. The subrecipient entity understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or other remedy available by law.

Publications:

27. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of subrecipient entity] by the U.S. Department of the Treasury.”

Protection for Whistleblowers:

28. In accordance with 41 U.S.C. § 4712, the subrecipient entity may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
29. The list of persons and entities referenced in the paragraph above include the following:
- a. A member of Congress or a representative of a committee of Congress;
  - b. An Inspector General;
  - c. The Government Accountability Office;
  - d. A Treasury employee responsible for contract or grant oversight or management;
  - e. An authorized official of the Department of Justice or other law enforcement agency;
  - f. A court or grand jury; or
  - g. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
30. The subrecipient entity shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Award Information:

31. Pertinent award information related to the CSLFRF funds granted to the subrecipient entity:

<b>Award Name:</b>	Coronavirus State and Local Fiscal Recovery Funds
<b>Federal Awarding Agency:</b>	U.S. Treasury Department
<b>Federal CFDA #:</b>	21.019
<b>Amount of Award:</b>	\$ _____
<b>Subrecipient Entity DUNS #:</b>	_____

The subrecipient entity certifies that we have read the above certification and our statements contained herein are true and correct to the best of our knowledge.

**Subrecipient Entity  
Chief Executive**

**Subrecipient Entity  
Chief Financial Officer**

\_\_\_\_\_  
*(printed name of official)*

\_\_\_\_\_  
*(printed name of official)*

Signature:

Signature:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Received by:**

\_\_\_\_\_  
Prince William County Government  
Chief Financial Officer

\_\_\_\_\_  
Date

**EXHIBIT B**  
**COVID-19 LIFT UP LODGING GRANT APPLICATION**  
**DRAFT- NOT FINAL APPLICATION – FOR ILLUSTRATIVE PURPOSES ONLY**

- ABOUT
  - Legal Business Name
  - DBA (Boing Business As)
  - Business Website
  - Business Description
  - Owner Classification
    - Minority
    - Woman
    - Serv Disabled Vet
    - Vet
  - Contact Name
  - Contact Title
  - Contact Phone Number
  - Contact Email
  - Mailing Address
- PWC LOCATION [CORE CRITERIA]
  - PWC Location Address
  - **Are you located in:**
    - Prince William County
    - Town of Dumfries
    - Town of Occoquan
    - Town of Haymarket
    - Town of Quantico
- Total Amount of Guest Sleeping Rooms at Your Property?
- OPERATING STATUS [CORE CRITERIA]
  - Date Business Established
  - Is the business open and operating? Y/N
  - Is the business an ACTIVE entity with the Virginia State Corporation Commission?
  - Is the business current on County Taxes as of September 1, 2021? Y/N
- COVID-19 IMPACT [CORE CRITERIA]
  - How has your business experienced financial hardship due to the COVID-19 pandemic? (Check Boxes, at least one must be selected)
    - Experienced loss of revenue greater than 15%
    - Forced to close due to the COVID-19 shutdown
    - Had to defer commercial rent payment
    - Needed to lay off employees
  - Please further describe the financial hardship as listed above.
  - Have You Received any other COVID-19 Funding assistance? Check all that apply. (This will not impact eligibility)
    - Federal – EIDL
    - Federal – PPP
    - Federal – PPP Second Draw

- State – Rebuild VA



### **LIFT UP LODGING TERMS AND CONDITIONS [DRAFT]**

1. The submission of an application for the grant constitutes an unconditional agreement to, and acceptance of, these Terms and Conditions. The Applicant is responsible for ensuring his or her familiarity with the Terms and Conditions.
2. By submitting an application, the Applicant certifies that it is not under any agreement or restriction that prohibits or restricts its ability to disclose or submit the materials included in the application or otherwise to apply for the grant.
3. Applicants acknowledge and agree that information (excluding proprietary financial and employee information) submitted by Applicants will be used in the promotion of the Grant and will be displayed on public webpage(s) showcasing selected businesses.
4. The Applicant acknowledges and agrees that the information provided herein may be subject to disclosure, including under the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700, et seq.
5. The Applicant gives permission and waives the confidentiality of any confidential tax information concerning the Applicants tax payment status, licensing status and business revenue information, so that the Prince William County Department of Finance and the Prince William Department of Economic Development may verify the tax payment and licensing status of the Applicant.
6. The Applicant hereby acknowledges and certifies that the information and representations set forth by the Applicant in the application are true and accurate in all respects as of the date of the submission of the application. The Applicant acknowledges that Prince William County and the Industrial Development Authority of the County of Prince William will make evaluations and awards of grant proceeds in reliance on the information provided by the Applicant, and that the information and representations set forth by the Applicant are material to the award of the grant.
7. The Applicant hereby acknowledges that Prince William County and the Industrial Development Authority of the County of Prince William have established certain criteria for qualified Applicants and applications, and that Applicants and applications that do not satisfy the established criteria shall not be considered. The criteria for qualified Applicants and applications are set out below. Applicant acknowledges and agrees that the determination of whether an Applicant or application satisfies the criteria for qualified Applicants and applications is solely in the discretion of Prince William County and the Industrial Development Authority of the County of Prince William. The Applicant acknowledges that all grant award decisions are final and are not subject to appeal.
8. The Applicant acknowledges and agrees that in the event the Applicant is awarded a grant, the Applicant will use the grant proceeds for the following limited purposes:
  - a. Ongoing expenses of the Applicant, such as payroll, rent, insurance or other operating cost; or
  - b. Adaptive costs, such as the purchase of e-commerce equipment/website creation and/or upgrade of an online sales site.
  - c. If the Applicant uses the grant proceeds for another purpose, then upon sixty (60) days' notice by the County, the Applicant shall return the full amount of the grant funds awarded to the Industrial Development Authority of the County of Prince William

- d. Must not use funds for expenditures otherwise covered by other government COVID-19 relief – duplication of benefits.
9. The Applicant acknowledges and agrees that if the Applicant is awarded a grant, and if within 90 days of the award the Applicant terminates the business then, upon sixty (60) days' notice by the County, the Applicant shall return the full amount of the grant funds awarded to the Prince William County Industrial Development Authority.
10. The Applicant acknowledges and agrees that if the Applicant is awarded a grant, and if within one year of the award the Applicant moves its principal place of business outside of Prince William County then, upon sixty (60) days' notice by the County, the Applicant shall return the full amount of the grant funds awarded to the Industrial Development Authority of the County of Prince William.
11. The Applicant agrees to complete reports at the request of Prince William County Department of Economic Development on the current status of their business including information on existing employees and revenues.
12. The Applicant acknowledges that the information and representations in the application may be verified by Prince William County and/or the Prince William County Industrial Development Authority. The verification may occur prior or after the Applicant is awarded a grant. If an application contains inaccurate or incomplete information, or misrepresentations, the application may be rejected. If an application is rejected after a grant is awarded, but the funds are not disbursed, the grant funds will not be disbursed, and the grant will be null and void. If an application is rejected after a grant is awarded, and the funds are disbursed, then upon sixty (60) days' notice by the County, the Applicant shall return the full amount of the grant funds awarded to the Industrial Development Authority of the County of Prince William and the grant will be null and void.
13. In consideration of the time, expertise and other resources provided by Prince William County and the Industrial Development Authority of the County of Prince William, the Applicant, to the full extent permitted by law, by submitting an application voluntarily releases Prince William County and the Industrial Development Authority of the County of Prince William from any and all claims, actions, damages, costs or liabilities of any kind relating to or arising from or in connection with the awarding, advertising, receipt, and/or use or misuse of any grant or participation in any Prince William Small Business Relief Grant related activities.
14. The Applicant covenants to save, defend, hold harmless and indemnify the County, and all of its officers, departments, agencies, agent, and employees (Collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees, charges, liability, or exposure), however caused, resulting from, arising out of, or in any way connected with this application.

**EXHIBIT C**



**Prince William County Industrial Development Authority**

P.O. Box 2636  
Manassas, Virginia 20108  
703-362-3570

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**MEMORANDUM**

**To: Christina Winn, Executive Director**  
**Prince William County, Department of Economic Development**

**From: Dexter Montgomery, Secretary/Treasurer**  
**Industrial Development Authority of the County of Prince William (PWC IDA)**  
**[dexmontgomery@verizon.net](mailto:dexmontgomery@verizon.net)**  
**Phone Contact: PWC IDA Bookkeeper Donna Flory: 703-409-5604**

**Date: October 20, 2021**

**Subject: Restore Retail Grant (RRG) & Lift Up Lodging Grants (LLG) – Distribution and Tracking Procedures**

This memo is to define the procedures that will be employed by Prince William County (the County) and the Industrial Development Authority (IDA) in distributing RRG and LLG grant programs to businesses approved by the County. We appreciate your working with us to follow the procedures outlined below to ensure expeditious and accurate transfer of approved micro grants.

These are the Distribution Procedures to be followed:

1. When RRG and LLG grant recipients have been identified, the Department of Economic Development (DED) will submit information and provide funding to the IDA in the following quantities:
  - a. Groups of approved recipients will be submitted in quantities of no less than 25 and no more than 100 at a time to allow for efficient processing. Groups may be provided daily.
  - b. Funds transferred from the County to the IDA will be provided in an amount exactly equal to the amount of the funds necessary for grants to the group of approved recipients being submitted in a particular group on a particular day by DED.

2. To initiate the processing of each group of grant recipients, DED will notify both the Secretary/Treasurer and the Bookkeeper of the IDA by email at [dexmontgomery@verizon.net](mailto:dexmontgomery@verizon.net) and to [donnaflory@verizon.net](mailto:donnaflory@verizon.net).

a. Included in the email will be a spreadsheet containing information about the group of 25-100 businesses being submitted on a that day to receive RRG and LLG grants. Accuracy of information will be critical to ensure delivery to the grant recipients. The Excel document and the spreadsheet itself should be titled Restore Retail Grant or Lodging Lift Up Grant - xx/xx/2022 (with the date entered by DED for the day in which the group is being sent to the IDA).

The IDA has provided a spreadsheet template (attached) demonstrating the format to be used. Entered on the spreadsheet for each business is:

- i. Grant Recipient Contact Telephone Number (column A)
- ii. Grant Recipient Contact Email (column B)
- iii. Grant Recipient Business Name (column C)
- iv. Grant Recipient Contact Name (column D)
- v. Grant Recipient Business Street Address with Suite Number or Apartment Number (column E)
- vi. City (column F)
- vii. State (column G)
- viii. Zip Code (column H)
- ix. Amount of-Grant (column I)

b. Also included with the email will be a copy of the Board of County Supervisors Resolution authorizing the grant programs.

c. After receiving the notification email, the IDA will then generate an invoice to allow activation of the County's Vendor Procurement System. The invoice will include the name: Restore Retail Grant or Lodging Lift Up Grant for Processing - xx/xx/2022 (the same as name given the spreadsheet by DED). It will be in the amount that is necessary to be passed through from the County to fulfill the group of businesses being submitted on that day.

d. The IDA will include on the invoice the notation, "Pursuant to the request of Prince William County, this invoice was generated in order to initiate a wire transfer to process micro grants to the businesses listed on Restore Retail Grant or Lodging Lift Up Grant for Processing - xx/xx/2022. This is pass-through money from Prince William County on behalf of the Prince William County Department of Economic Development."

e. The IDA will submit the invoice to the Prince William County Department of Economic Development.

We want to confirm that the Prince William County Department of Economic Development will be utilizing Prince William County's upgraded Vendor Procurement System to transfer incentive funds into the IDA's Incentive Funds Account. The IDA is a recognized Vendor in the upgraded system and must continue to be listed in the system with current Contact and Bank Account information. The IDA will work with the County Finance Department and the Department of Economic Development to make sure our listing is kept up-to-date. We also want to confirm that the IDA Incentive Funds Account into which the grant funds will be transferred is an account for the sole purpose of paying incentives or other County pass-through monies. We furthermore want to confirm for your information that the IDA Incentive Funds Account is a public funds account and therefore does not incur any bank fees, including fees for wire transfers and "bill pays." Additionally, no other IDA money is co-mingled with this account.

Wire Transfer Information for the PWC IDA's Incentive Funds Account:

United Bank  
14048 Parkeast Circle, Suite 100  
Chantilly, Virginia 20151

Routing #: To be provided  
Account Name: Industrial Development Authority of the County of Prince William  
Bank Account #: To be Provided

3. Once funds are wired into the IDA's incentive account by the County, the IDA will begin processing the grants.

- a. All grants will be distributed via checks from the IDA incentive account.
- b. The checks will include for mailing the following information:
  - i. Grant Recipient Business Name
  - ii. Grant Recipient DBA
  - iii. Recipient Business Street Address with Suite Number or Apartment Number
  - iv. City, State, Zip

4. If any of the grant recipient information appears to be incorrect, the IDA Bookkeeper will return to the DED a list of all potentially incorrect recipients to be researched and verified or corrected.

5. Once the transactions have been entered for payment for the batch of businesses provided, the Bookkeeper for the IDA will notify DED. Arrangements will be made for DED to receive the checks for disbursement to the recipients in person. Checks will not be mailed.

These are the Tracking Procedures to be followed:

1. On the 1<sup>st</sup> and the 15<sup>th</sup> of each month, the IDA will review bank transactions online to confirm the RRG and LLG grant checks that have been cashed and those that remain outstanding. The IDA will provide a report to DED via the Grant recipients template, using one column to indicate the check number, one to indicate the date the checks were given to DED to be disbursed to the recipients and another to indicate the date the check cleared.
2. DED will be able to follow up on any outstanding payments to determine
  - a. errors that must be corrected, or
  - b. If the recipient is either no longer eligible for the grant or no longer desires it.
3. DED will then instruct the IDA Secretary/Treasurer and the IDA Bookkeeper via email to [dexmontgomery@verizon.net](mailto:dexmontgomery@verizon.net) and to [donnaflory@verizon.net](mailto:donnaflory@verizon.net) of the actions that should be taken. These may include:
  - a. Cancelling the check and reissuing it with a correction
  - b. Cancelling the check, with funds returned to the County via a wire transfer
  - c. Issuing a check to an alternate approved grant recipient
4. Continued tracking will result in all grants either being awarded to approved recipients or all grants being awarded, and unused funds returned.

**EXHIBIT C**  
**LIFT UP LODGING GRANT RECIPIENTS FOR PROCESSING XX/XX/2021**

<b>RECIPIENT CONTACT TELEPHONE NUMBER</b>	<b>RECIPIENT CONTACT EMAIL</b>	<b>GRANT RECIPIENT BUSINESS NAME</b>	<b>RECIPIENT CONTACT NAME</b>	<b>RECIPIENT BUSINESS ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>AMOUNT OF RESTORE RETAIL-GRANT</b>
703-123-4567	<a href="mailto:hpresley@hmc.com">hpresley@hmc.com</a>	Harold's Mountain Café	Harold Presley	1234 Mountain View Road	Woodbridge	VA	22191	\$10,000.00
703-987-6543	<a href="mailto:GaryG@Greengecko.com">GaryG@Greengecko.com</a>	Green Gecko Pet Supplies	Gary Gecko	7890 Lizard Lane, Suite 101	Gainesville	VA	20155	\$7,500.00



# STAFF REPORT

<b>Board Meeting Date:</b>	November 9, 2021
<b>Agenda Title:</b>	Authorize the Transfer of up to \$10,000,000 from the COVID-19 Response Special Revenue Fund to the Industrial Development Authority of the County of Prince William for the Restore Retail and Lift Up Lodging Grant Programs and Authorize the County Executive to Execute all Required Documents, Approved as to Form by the County Attorney, to Implement These Grant Programs
<b>Requested Action:</b>	Approve the resolution.
<b>Department / Agency Lead:</b>	Economic Development
<b>Staff Lead:</b>	Christina Winn, Executive Director

## **EXECUTIVE SUMMARY**

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The COVID-19 public health emergency severely impacted small businesses in Prince William County, particularly in the retail and tourism industries. While some of these businesses have accessed funds available through the federal Coronavirus, Aid, Relief and Economic Security Act (CARES Act), many customer-facing small businesses still need financial assistance to remain viable and maintain commercial space.

On September 14, 2021, the Prince William County Board of Supervisors (Board) budgeted and appropriated \$16,000,000 towards proposed economic recovery programs which included establishing two (2) grant programs for small business retail and tourism industry. The Board directed staff to establish criteria and a process for the proposed grant programs to bring back for their consideration.

The purpose of the Restore Retail and Lift Up Lodging grant programs is to help address the economic fallout from the pandemic and lay a new foundation for a strong and equitable recovery for Prince William County small retail businesses, entertainment venues, and hotels.

Staff recommends that the Board authorize the transfer of up to \$10,000,000 from the COVID-19 Response Special Revenue Fund to the Industrial Development Authority of the County of Prince William for the Restore Retail and Lift Up Lodging Grant Programs and authorize the County Executive to execute all required documents, approved as to form by the County Attorney, to implement these Grant programs.



## **BACKGROUND**

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In response to the 2020 COVID-19 shutdown, the Department of Economic Development established the Small Business Relief Micro-Grant Program and provided immediate financial assistance to 640 small businesses that received approximately \$5,300,000. This included \$20,000 grants to 29 hotels totaling \$580,000. While these businesses accessed immediate funds available through the CARES Act, small businesses that rely on travel and foot traffic still struggle to recover from the lasting negative economic impact of the public health emergency.

On May 19, 2021, the County received its first allocation of \$45,678,530 in additional relief funds from the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) under the American Rescue Plan Act (ARPA). The United States Department of Treasury guidance directs that CSLFRF funds be used for expenses to offset negative economic impacts from the COVID-19 public health emergency and prioritizes support for small businesses and industries disproportionately impacted like retail and tourism. On September 14, 2021, the Board budgeted and appropriated \$16,000,000 towards the proposed economic recovery programs. This included up to \$10,000,000 for a lodging and retail grant that would directly help our small businesses and the hospitality and tourism industry.

The Restore Retail grant program would be targeted at customer-facing small businesses that either own or lease their facility and would include retail, restaurants / food service, arts and entertainment, event venues, personal services, and child enrichment businesses. The Lift Up Lodging program would be targeted at the lodging industry and include hotels, motels, and inns, excluding short term rentals.

Implementing grant funds specifically targeted to the retail and lodging industries is the most swift and effective means of getting much needed resources into the hands of the County's hardest hit businesses while maintaining a strong commercial real estate market. Under the Restore Retail and Lift Up Lodging grant programs grantees may use the funds to supplement a variety of business-related expenses, including rental and mortgage payments as allowed by the federal guidelines.

The criteria and structure of these grant programs is based upon an assessment of the business community and research of best practices from other COVID-19 related grant programs. As part of the application process, each applicant must sign the Terms and Conditions form which outlines eligible use of funds and any reporting requirements and clawbacks of grant monies.

Staff has earmarked up to \$4,000,000 of the requested \$10,000,000 in CSLFRF funds under ARPA for the Lift Up Lodging grant program, and the remaining funds available for the Restore Retail grant. If all eligible lodging establishments have applied and received the Lift Up Lodging grant and there are still remaining funds, staff would make those funds available to eligible Restore Retail grant applicants.

## Restore Retail Grant Program

### Grant Sizes

Commercial Real Estate	Business Size (Square Feet)	Grant Level (per establishment)
Large Storefront	10,001-25,000 SF	\$25,000
Storefront	500-10,000 SF	\$15,000
Mall Cart/Kiosk/Food Truck	< 500 SF	\$5,000

### Eligibility Criteria

Location	Status	Size	Industry
Physical business address in Prince William County	Open and operating as of December 31, 2020. Have an active business entity designation by the Virginia State Corporation Commission OR a 2021 Prince William County Business License.	Commercial location under 25,000 contiguous square feet OR standalone entertainment venue with capacity more than 1,100 permanent seats occupied in Prince William County.	Primary business operations in Arts; Entertainment; Event Venues*; Recreation; Child Enrichment; Personal Services; Restaurants/ Food Services; Retail
Must have experienced financial hardship during the COVID-19 pandemic			

*\*Wedding & Event Venues less than 20K square feet that is a permanent structure with plumbed restrooms located within the venue.*

### Ineligible Businesses

- International / National Brands that are not locally owned and operated in Prince William County
- Franchise businesses, except those that are locally owned and operated in Prince William County
- Businesses delinquent on County taxes as of March 1, 2020
- SBA Restaurant Revitalization Grant recipients (separately funded by the American Rescue Plan Act)
- Businesses within a Co-Working Space
- Gaming Emporiums and Gambling Establishments
- Vape, tobacco, and CBD retailers
- Home-based businesses
- Adult entertainment businesses

## **Large Entertainment Venues**

Large Entertainment venues with capacity of more than 1,100 permanent seats are eligible for a \$50,000 grant. This grant is targeted towards businesses within Prince William County that could not access the Federal Shuttered Venue Operators Grant (SVOG). Large Entertainment Venues must meet the Eligibility Criteria for location, status, size, and industry, but can be international / national brands that are managed locally with a Prince William County Business License.

## **Lift Up Lodging Grant Program**

### **Grant Sizes**

Grants will be awarded based upon a lodging facility's number of guest rooms at the rate of \$750 per room. The average hotel size in Prince William County is 98 guest rooms; the largest is 172 and the smallest 11. The average Lift Up Lodging Grant award will be \$73,500. Meeting and guest amenity spaces are excluded in this calculation.

### **Eligibility Criteria**

- a) Facility must be a provider of accommodations as defined by Virginia Section 58.1-3818.8 in Prince William County as of August 1, 2021.
- b) Facility must be current on its Transient Occupancy Tax.
- c) Facility must have an active Prince William County and / or Incorporated Town business license.
- d) Facility must have a minimum of ten (10) guest sleeping rooms.
- e) The following businesses are not eligible for the program:
  - a. Short term rentals (i.e., AirBNB, VRBO, etc.)
  - b. Campgrounds

### **Timeline**

Staff will begin to roll out the grant programs gradually starting first with the Lift Up Lodging grant program with the target goal of having both grant programs open and operating by December 1, 2021. They will both stay open until grant monies have been depleted or December 1, 2022.

## **STAFF RECOMMENDATION**

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Staff recommends that the Board authorize the transfer of up to \$10,000,000 from the COVID-19 Response Special Revenue Fund to the Industrial Development Authority of the County of Prince William for Restore Retail and Lift Up Lodging Grant Programs and authorize the County Executive to execute all required documents, approved as to form by the County Attorney, to implement these Grant programs.

### **Service Level / Policy Impact**

The Restore Retail and Lift Up Lodging grants support the County's 2021-2024 Strategic Plan Resilient Economy Goal and action strategies to provide programs and economic incentives to support small businesses and to invest in tourism programs and infrastructure that attract visitors and business

investors. The Restore Retail and Lift Up Lodging grant programs will assist approximately 400 Prince William County small businesses and 50 lodging facilities by providing needed cashflow for working capital to support rent, mortgage payments, or other similar operating expenses. Grant funds will help businesses maintain jobs, retain commercial space, and ultimately remain open for business. Furthermore, investment in small business development and tourism programs create a sought-after quality of life attractive to residents, visitors, workers, and business investors.

**Fiscal Impact**

The County received \$45,678,530 in CSLFRF funds. This action would authorize transfer of up to \$10,000,000 of the previously committed funds. Use of CSLFRF funds for retail and lodging grant programs is a permissible use under the guidance provided by the United States Treasury Department. Since this is a grant program, no monies would come back to the County from these grants.

**Legal Impact**

The County Attorney will review and approve as to form all documents prior to execution by the County Executive. The Board has the legal authority to approve these programs and transfer these funds for this purpose.

**STAFF CONTACT INFORMATION**

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**PRINCE WILLIAM**  
COUNTY

# Economic Recovery Initiatives

Funded by Coronavirus State and  
Local Fiscal Recovery Fund  
Agenda Items # xx & XX



# Background



## **March 13, 2020**

- The COVID-19 shut down and forced closure of non-essential businesses has severely impacted small businesses, particularly in the retail, restaurant, and travel-related sectors.

## **May 15, 2020**

- The Department of Economic Development established the Small Business Relief Micro-Grant Program and provided immediate financial assistance to 640 small businesses that received approximately \$5,300,000. This included \$20,000 grants to 29 hotels totaling \$580,000.

## **May 19, 2021**

- Businesses continue to be severely impacted by ongoing pandemic. County receives first allocation of \$45,678,530 in relief funds under the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF)

## **September 14, 2021**

- BOCS budgeted and appropriated \$16M towards the proposed economic recovery programs; including \$10M for a hotel and retail grant to help small businesses and the hospitality and tourism industry.

# Proposed Lift Up Lodging & Restore Retail Grants



# COVID-19 Impact Data



- Based on the Virginia Economic Development Partnership (VEDP) COVID-19 economic impact assessment, most of the hardest hit sub-sectors are in leisure, hospitality, retail and local services industries.
- Hospitality, Entertainment, Personal Services and Retail Trade industries were identified as the most “severely” impacted by COVID-19.
- The VEDP Economic Recovery Trackers indicates that Leisure, Hospitality and Non-Essential Retail have seen the greatest loss in unemployment and remain below February 2020 levels.
- ARPA Guidelines specifically calls out that funds may be used to aid tourism, travel, hospitality, and other impacted industries that responds to the negative economic impacts of the COVID-19 public health emergency
- The Restore Retail grant program would be targeted at customer-facing small businesses that either own or lease their facility and would include retail, restaurants/food service, arts & entertainment, personal services, and child enrichment businesses.



# Restore Retail Grant



## **Purpose:**

A \$6M fund to create a Restore Retail Grant program would provide immediate financial resources to the Prince William County small businesses hit hardest by Covid-19



# Restore Retail Grant



## Grant Sizes:

Commercial Real Estate	Business Size	Grant Level (per establishment)
Large Storefront	10,001-25,000 SF	\$25,000
Storefront	500-10,000 SF	\$15,000
Mall Cart/Kiosk/Food Truck	Less than 500 SF	\$5,000

## Industry Sectors:

Arts, Entertainment, Recreation	Child Enrichment	Personal Services (non-healthcare)	Restaurants, Food Services	Retail (non e-commerce or web based)
Historical Site	Daycare	Nail Salon/Spa	Restaurant	Storefront
Indoor Recreation (Laser Tag, Escape Rooms, etc.)	Preschool	Hair Salon/Barber	Brewery, Winery, Distillery	Mall Cart/Kiosk (Potomac Mills or Manassas Mall)
Wedding & Event Venues	Programing (Martial Arts, Dance, Music)	Massage Therapy	Caterer	
Entertainment		Gyms, Yoga, Fitness Studio	Food Truck	
		Dry-cleaning	Agritourism Facilities	

## Large Entertainment Venue:

- Venues with capacity of more than 1,100 permanent seats are eligible for a \$50,000 grant. This grant is targeted towards businesses within Prince William County that could not access the Federal Shuttered Venue Operators Grant (SVOG).

# Lift Up Lodging Grant



## **Purpose:**

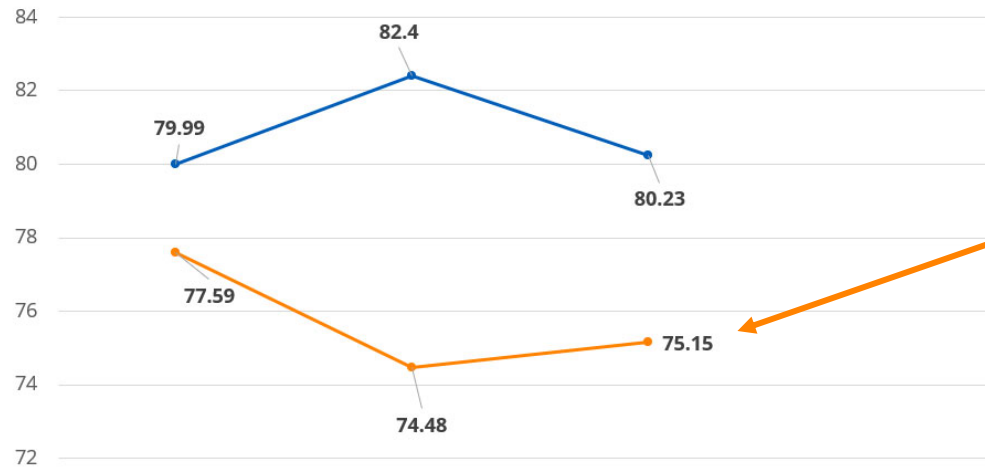
A \$4M fund to create a Lift Up Lodging Grant program would provide immediate financial resources to hotels, motels and inns in Prince William County



# COVID-19 Impacts In Q1 2021



## Jan – Mar 2021 Average Daily Rate Countywide (In \$)



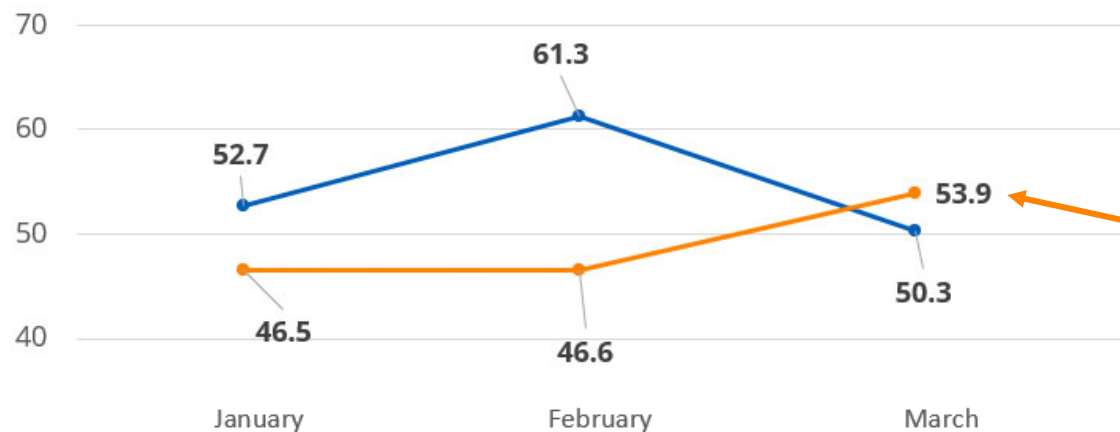
**AVERAGE DAILY RATE**

**\$75.74**

**Down 6.3%**

COVID TRAVEL RESTRICTIONS BEGAN IN MARCH 2020\*

## Jan – Mar 2021 Hotel Occupancy Countywide (In %)



**HOTEL AVERAGE OCCUPANCY**

**49%**

**Down 10.6%**

COVID TRAVEL RESTRICTIONS BEGAN IN MARCH 2020\*



# County Hotel Data

- Each magisterial district is represented by lodging industry.
- Lodging supports Prince William County's tourism industry; in 2019 Prince William County ranked 9<sup>th</sup> out of all 133 localities in Virginia in total economic output.

## 49 Total Lodging Properties

- Average size of hotel in Prince William County is 98 Rooms (keys).
- Largest Hotel has 172 Rooms
- Smallest Hotel has 55 Rooms
- 1 Bed & Breakfast / Inn eligible with 11 rooms



# Lift Up Lodging



## **Grant Size:**

- \$750 per guest room (Keys), excluding meeting and guest amenity spaces.
- Based upon current Office of Tourism statistics, current room supply is 4,811 rooms; grant projection is \$3.65M.

## **Grant Criteria:**

- Facility must be a provider of accommodations as defined by Virginia § 58.1-3818.8 in Prince William County as of August 1, 2021.
- Facility must be current on its Transient Occupancy Tax.
- Facility must have an active Prince William County and/or Incorporated Town business license and be current on County/Town taxes, as applicable.
- Minimum of 10 guest sleeping rooms.

## **Ineligible:**

The following businesses are not eligible for the program:

- Short term rentals (i.e. AirBNB, VRBO, Campgrounds, etc.).

# Restore Retail & Lift Up Lodging Grant Process



## **Application:**

- As part of the online application process, applicants will be asked to agree and sign Terms & Conditions:

## **Use of Grant Funds:**

- Grant can be used temporarily for ongoing expenses such as payroll, rent, insurance, or other operating expenses,
- And/or for adaptive costs such as the purchase of e-commerce equipment/website creation and/or upgrade of an online sales site

## **Clawbacks:**

- If applicant closes their business after must 3 months of receiving grant award
- If applicant leaves Prince William after 1 year of receiving grants funds

# Proposed Ignite 2.0 Grant





# Ignite 2.0



**Purpose:**

\$500,000 fund to support high growth companies in Prince William County, recruit startups from outside of Virginia, and support newly formed tech-transfer startups.



# Ignite 1.0



## Background:

- Originating from the COVID Recovery Task Force to capture innovation, the Ignite Grant has proved to be a powerful tool to support and attract high-growth startups in and to Prince William County.
- Program was launched originally using \$500k in Economic Development Opportunity Funds (EDOF)
- Ignite was successful as a high-tech start up attraction tool
- Out of the 83 applicants, the program has funded 10 startups. 223 jobs and \$12.8 million investment is projected.
- 4 Ignite applicants are still being evaluated, but allocated EDOF funds have been depleted



# Ignite 2.0

## **Grant A**

Applicants must be companies currently in Prince William County, or outside the Commonwealth of Virginia, including international.

The qualifications include:

- Businesses must have revenues under \$2.5 million and at least one full time employee.
- Teams must include one business-side member
- Applicants must have licensed material
- Company would need to relocate to Prince William County before receiving payment



# Ignite 2.0

**Grant B** will support new (tech transfer) start-ups.

These companies will be identified through our partnerships with universities, CIT, and research foundations.

The qualifications include:

- Applicants must have licensed material
- Applicant must have a partnership with a university, National Science Foundation, National Cancer Institute, or similar research institution
- Teams must include one business-side member
- Applicant can be located anywhere. Company would need to relocate to Prince William County before receiving payment.



# Ignite 2.0

**Grant C** is a pilot program designed to support SciTech Campus student entrepreneurship.

- County staff would partner closely with George Mason staff to develop a pilot program which would include between 5-10 technology-oriented students (including Graduate, Post-Doc and Undergraduates).
- The program would support the student in the creation of a business plan with the hopes of commercialization.
- It would provide \$5,000 per student-led entrepreneurship team to help cover experiment and equipment expenses.

# Ignite 2.0



## Program Requirements:

- Designed to help minimize the inherent risk of investing in startups
- Ignite grant applicants go through a 5-step vetting process
- DED's consultant, Exoventure Associates, a well-regarded equity funder integral to vetting and evaluating applicants
- Companies are required to:
  - Sign a tri-party performance agreement;
  - Sign a lease before getting funding;
  - And, stay in Prince William County for three years after receiving funding.

# Timeline



- Staff will begin to roll out the grant programs gradually starting first with the Lift Up Lodging grant program with the target goal of having both Lift Up Lodging and Restore Retail grant programs open and operating by December 1, 2021.
- Staff will also begin to roll out the IGNITE Grant 2.0 as soon as possible with the goal launch date of January 2022.

## **Marketing:**

- Advertising, publicizing and distributing information for the purpose of increasing awareness and recruiting businesses to apply for grants.
- Strategies and tactics include, but are not limited to email, social and advertising (tv, radio, etc.)
- Grant programs will be made easily accessible on the Economic Development website as a go-to-guide for instructions to apply, frequently asked questions, etc.

# Staff Recommendations



- Authorize Transfer of \$10,000,000 from the COVID-19 Response Special Revenue Fund to the Industrial Development Authority of the County of Prince William for the Restore Retail and Lift Up Lodging Grant Programs and Authorize the County Executive to Execute all Required Documents, Approved as to Form by the County Attorney, to Implement these Grant Programs
- Authorize transfer of \$500,000 of COVID-19 Response Special Revenue Funds to the Industrial Development Authority of the County of Prince William to fund the Ignite 2.0 Startup Grant Program for high-growth startup businesses and authorize the County Executive to execute all necessary documents, Approved by the County Attorney as to Form, to implement Ignite 2.0 Grant Program.