

MOTION: BAILEY

**March 7, 2023
Regular Meeting**

SECOND: BODDYE

Res. No. 23-129

RE: APPROVE THE FIRST AMENDMENT TO THE PERFORMANCE AGREEMENT WITH PRINCE WILLIAM COUNTY, CAERUS DISCOVERY, LLC, AND THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF PRINCE WILLIAM AND TRANSFER \$200,000 FROM THE PREVIOUSLY COMMITTED COVID-19 RESPONSE SPECIAL REVENUE FUND TO THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF PRINCE WILLIAM AS A GRANT TO CAERUS DISCOVERY, LLC TO HELP FUND THE PURCHASE OF A CRITICAL PIECE OF EQUIPMENT FOR THE COMMUNITY ACCESSIBLE VIVARIUM; AND AUTHORIZE THE COUNTY EXECUTIVE TO EXECUTE ALL NECESSARY DOCUMENTS, AS APPROVED BY THE COUNTY ATTORNEY'S OFFICE – BRENTSVILLE MAGISTERIAL DISTRICT

ACTION: APPROVED

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

WHEREAS, the Industrial Development Authority of the County of Prince William 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 recession forced many businesses to innovate and develop new products to meet changing demands and become more entrepreneurial; and

WHEREAS, on May 19, 2021, the County received its first allocation of \$45,678,530 in Coronavirus State and Local Fiscal Recovery Funds 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 allocation of \$45,678,530 in the COVID-19 Response Special Revenue Fund; and

WHEREAS, on September 14, 2021, through Directive (DIR) 21-52, the Board directed the County Executive to allocate \$16,000,000 of the COVID-19 Response Special Revenue Fund to proposed economic recovery programs that included infrastructure grants to the life science industry; and

WHEREAS, the United States Department of Treasury guidelines allows the Coronavirus State and Local Fiscal Recovery Fund funds to be used to address the negative economic impacts of COVID-19, including grants to startups and entrepreneurial ventures; and

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WHEREAS, it is necessary to assist life science companies with the expensive infrastructure uniquely needed for their business model; and

WHEREAS, startups and life science entrepreneurial businesses start new businesses with scalable business plans to create new investments and jobs in the County; and

WHEREAS, the Board supported the establishment of a community-accessible vivarium facility implemented by the Caerus Discovery, LLC, that has assisted life science businesses in the County and the surrounding region by providing a needed asset to researchers and entrepreneurial businesses; and

WHEREAS, Caerus Discovery, LLC requested and received \$100,000 from the County to fund the development of a vivarium at their facility in Innovation Park; and

WHEREAS, the funds were used for the building of a vivarium facility that is an infrastructure asset needed for the County's life science community; and

WHEREAS, to further build out the capabilities of the vivarium, Caerus Discovery, LLC, is requesting a \$200,000 grant from the County to assist with the purchase of a modular in vivo imaging system; and

WHEREAS, this piece of equipment is critical for evaluating the effects of therapeutics in rodent models, thus providing the experimental validation needed for eventual testing in human subjects (i.e., clinical trials); and

WHEREAS, the addition of this piece of equipment to the vivarium has the potential to encourage companies that rely heavily on the vivarium's capabilities to expand their physical footprint to the County, thus creating new jobs and building the life science / biotech industry in the County; and

WHEREAS, the First Amendment to the Performance Agreement meets the County's 2021-2024 Strategic Plan goal of a Resilient Economy by creating jobs in a Targeted Sector industry; and

WHEREAS, the Board and the Industrial Development Authority of the County of Prince William have agreed, substantially consistent with the attached agreement, in which the Industrial Development Authority of the County of Prince William will implement the described financial assistance;

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NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby approves the First Amendment to the Performance Agreement with Prince William County, Caerus Discovery, LLC, and the Industrial Development Authority of the County of Prince William; and transfer \$200,000 from the previously committed COVID-19 Response Special Revenue Fund under the American Rescue Plan Act to the Industrial Development Authority of the County of Prince William as a grant to Caerus Discovery, LLC to help fund the purchase of a critical piece of equipment for the community accessible Vivarium; and authorize the County Executive to execute all necessary documents, as approved by the County Attorney's Office.

ATTACHMENT: First Amendment to the Performance Agreement with Prince William County, Caerus Discovery, LLC, and the Industrial Development Authority of the County of Prince William

Votes:

Ayes: Angry, Bailey, Boddye, Franklin, Lawson, Vega, Weir, Wheeler

Nays: None

Absent from Vote: None

Absent from Meeting: None

For Information:

Department of Economic Development

ATTEST: _____



Clerk to the Board

PERFORMANCE AGREEMENT AMENDMENT ONE

THIS PRINCE WILLIAM COUNTY ECONOMIC DEVELOPMENT INCENTIVE GRANT AGREEMENT AMENDMENT ONE (herein referred to as "Agreement"), made this ___ day of ___, 2023 by and among the **PRINCE WILLIAM BOARD OF COUNTY SUPERVISORS**, a body corporate and politic (the "Board of County Supervisors"), the **INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF PRINCE WILLIAM**, (hereinafter referred to as "IDA"), a political subdivision of the Commonwealth of Virginia, and **CAERUS DISCOVERY LLC**. ("Caerus Discovery"), a Virginia company registered to do business in 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, VA Code Ann.; 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 September 14, 2021, through directive 21-52, the Board of County Supervisors directed the County Executive to allocate \$16,000,000 of the COVID-19 Response Special Revenue Fund to proposed economic recovery programs that included infrastructure grants to the life science industry; and

WHEREAS, on February 15, 2022, with Res. #22-086, the Board approved a Performance Agreement with Caerus Discovery LLC, and the IDA, for \$100,000 to develop and operate a community-accessible vivarium; and

WHEREAS, the \$100,000 in funding to develop and operate a community-accessible vivarium has been disbursed to Caerus Discovery LLC pursuant to the Performance Agreement; and

WHEREAS, by May 2022 Caerus Discovery had received occupancy of the 800-square-foot vivarium and federal approval to operate the vivarium; and

WHEREAS, the US Department of Treasury guidelines allows the CSLFRF funds to be used to address the negative economic impacts of COVID-19, including grants to start-ups and entrepreneurial ventures; and

WHEREAS, it is necessary to assist life science companies with the unique and expensive infrastructure needed for their business model; and

WHEREAS, Caerus Discovery has identified the need for an in vivo imaging equipment to increase productivity and expand the capabilities of the community vivarium; and

WHEREAS, life science companies create new investment and high paying jobs in Prince William County; and

WHEREAS, the Prince William Board of County Supervisors desires to support the enhancement of the community vivarium facility developed and operated by Caerus Discovery that will assist Prince William County businesses and attract life science businesses to Prince William County by providing a needed asset to researchers and entrepreneurial businesses; and

WHEREAS, these funds shall be used for the purchase of an in vivo imaging system that will be housed at the vivarium facility; and

WHEREAS, on March 7 xx, 2023, by Res. No. 23-xxx the Board of County Supervisors authorized the use of an additional \$200,000 of CSLFRF funds under ARPA to the IDA for distribution pursuant to the amended Vivarium Grant and authorized the County Executive to execute the necessary documents to implement the program; and

WHEREAS, upon execution of this Amendment, the County shall transfer to the IDA an additional Two Hundred Thousand and 00/100 Dollars (\$200,000.00), to be distributed pursuant to the Vivarium Grant, in accordance with this Agreement in two tranches; and

WHEREAS, the Board, Caerus Discovery, and the IDA desire to enter into this Amendment to memorialize the understandings and conditions under which the amended grant agreement will operate and to set forth the obligations and responsibilities of the parties in connection therewith; and

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 April x, 2023 .
 - 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 additional CSLFRF funds for the purpose of providing a grant to Caerus Discovery LLC to purchase an in vivo imaging system to be housed at the community vivarium at 9501 Discovery Boulevard, Suite 120, Manassas, VA 20110.
- 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 the grant to the business 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 grant for the IDA in all respects. Upon receipt of the requisite monies from the County to fund the grant, the IDA shall, subject to the Disbursement Prerequisites in Section 5, disburse the grant payment pursuant to Section 6. The IDA will return any unutilized CSLFRF 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 B**) prior to receiving funds from the County.

4) **Caerus Discovery Covenants and Obligations**

- a) Caerus Discovery agrees to use the CSLFRF Grant funds for the purchase of an in vivo imaging system, which specifications are attached as Exhibit E, to be housed at the community vivarium located at 9501 Discovery Boulevard, Suite 120, Manassas, VA 20109.
- b) Caerus Discovery agrees to employ an additional 1 person to operate and maintain the in vivo imaging system.
- c) Caerus Discovery represents that it is a Virginia LLC. It is authorized to conduct business in Virginia, that its Board has approved the transaction contemplated by this Amendment One under its corporate policies and procedures through formal resolution, that the undersigned is authorized to sign this Amendment One on behalf of Caerus Discovery and that this Amendment One will be binding on Caerus Discovery and its successors and assigns. Caerus Discovery agrees to provide proper documentation of the preceding to the County Board and the IDA before the disbursement of these funds to Caerus Discovery.

- 5) **Disbursement Prerequisites** – The IDA's obligation to disburse CSLFRF funds to Caerus Discovery on the applicable date in the Grant Distribution Schedule in Section 6 is conditioned upon Caerus Discovery's fulfillment of the following pre-conditions ("Disbursement Prerequisites"):

- a) **Receipt of Notarized Affidavit** - Caerus Discovery must have provided the County Executive or designee with a notarized affidavit on company letterhead by June 30, 2023, a sample of which is attached as **Exhibit A**, declaring, among other things:
 - i) Proof Caerus Discovery has purchased an in vivo imaging system that meets the specifications outlined in Exhibit E and that this system has been installed at the community vivarium at 9501 Discovery Blvd, Suite 120, Manassas, VA 2010.
 - ii) Employ an additional 1 person to operate the in vivo imaging system and whose principal place of work is the vivarium at 9501 Discovery Blvd, Suite 120, Manassas, VA 20109.
 - b) **Business License** - Caerus Discovery must provide to the County Executive or designee a copy of Caerus Discovery's Prince William County Business License.
 - c) **Payment of Taxes** - Prior to any disbursement according to the schedule, Caerus Discovery must be current on all applicable property, business, professional, and occupational license taxes assessed to Caerus Discovery by Prince William County.
 - d) **County Executive's Verification** - Before the IDA disburses any CSLFRF funds or transfers any credits, the County Executive or designee will
 - i) Confirm and verify all the information in the Subsection a) and/or b) with Notarized Affidavits, and
 - ii) Confirm and verify, where applicable, that Caerus Discovery has complied with Subsections c) pre-conditions, and
 - iii) Send a written notice, specifying that the Subsections a) through c) information, where applicable, has been confirmed and verified, and directing the IDA to disburse the applicable funds to Caerus Discovery.
 - e) Caerus Discovery agrees to and will execute the Certification for Receipt of Coronavirus State and Local Fiscal Recovery Funds from Prince William County/IDA (attached as **Exhibit B**) prior to receiving funds from the County.
- 6) **Disbursement of CSLFRF funds** -
- a) Upon Caerus Discovery's satisfaction of the Disbursement Prerequisites in Section 5, on or before June 30, 2023, (each a "CSLFRF Grant Distribution Date"), the IDA shall disburse to Caerus Discovery a \$200,000 grant subject to the Grant Distribution Conditions set forth in Section 6(b).

- b) **Grant Distribution Conditions:** IDA shall disburse the applicable CSLFRF funds to Caerus Discovery upon completion or receipt of the following in accordance with the Grant Distribution Schedule:
- i) Caerus Discovery satisfaction of Section 5) Disbursement Prerequisites
 - ii) The Board of County Supervisor's transmission of the applicable funds
 - iii) The County Executive's Section 5) Subsection d) iii) notice, including written CSLFRF funds disbursement instructions
 - iv) Caerus Discovery's written request, containing any necessary bank wiring instructions (attached as Exhibit C)
 - v) If Caerus Discovery is delayed in the performance of its obligations hereunder as defined under Disbursement Prerequisites, and the County deems that good faith and reasonable efforts have been made and are being made by Caerus Discovery to achieve its obligations on or before the Performance Date, then Caerus Discovery may request an extension of the Performance Date from the County by up to 12 months.

7) **Repayment of CSLFRF Funds and Credits**

- a) If Caerus Discovery meets the requirements contained in this Agreement and receives payment of the CSLFRF funds but Caerus Discovery fails to maintain the in vivo imaging system in its community vivarium at 9501 Discovery Blvd, Suite 120, Manassas, VA 2010, within the next five (5) years of receiving the CSLFRF funds, then Caerus Discovery shall reimburse the IDA 100% of any grant funds received from the IDA. Any refund paid by Caerus Discovery to the IDA under this provision shall be repaid to the County Board within sixty (60) days of receipt of the funds from Caerus Discovery.

8) **Ratification of Amendment One**

- a) The provisions of Amendment One shall govern and control over any contrary or inconsistent provisions of the Performance Agreement. Except as expressly provided in this First Amendment, in all other respects, the Performance Agreement is unmodified, remains in full force and effect and is hereby ratified by the parties

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

Approved as to form:

**BOARD OF COUNTY SUPERVISORS OF PRINCE
WILLIAM COUNTY, VIRGINIA**

ATTEST:

Name: Peter Grasis
Title: Senior County Attorney
DATE: _____

Name: Christopher Shorter
Title: County Executive
Pursuant to Resolution No. 23-
DATE: _____

ATTEST:

**INDUSTRIAL DEVELOPMENT AUTHORITY OF
THE COUNTY OF PRINCE WILLIAM**

Name: Dexter Montgomery
Title: Secretary/Treasurer
DATE: _____

BY: _____
Name: Lorna P. Wallen
Title: Chair
DATE: _____

Caerus Discovery, LLC

BY: _____
Cohava Gelber Ph.D., CEO, Caerus Discovery, LLC

DATE: _____

EXHIBIT A
SAMPLE OF THE REQUIRED NOTARIZED AFFIDAVIT
AFFIDAVIT OF CAERUS DISCOVERY, LLC.
COMMONWEALTH OF VIRGINIA, PRINCE WILLIAM COUNTY

Subscribed and sworn before me this ___ day of ___, 20##. **Caerus Discovery, LLC**, a Virginia Limited Liability company authorized to transact business in the Commonwealth of Virginia, after first being duly sworn, appeared before the undersigned authority and affirmed the following facts under oath:

Dr. Cohava Gelber as Chief Executive Officer of Caerus Discovery LLC. (Caerus Discovery) has been duly authorized to execute and deliver this Affidavit for and on behalf of Caerus Discovery. The Affidavit is a requirement of the Prince William Economic Development Opportunity Fund Grant dated, ____, 2021, by and among the County Board of Prince William County, Virginia, the Industrial Development Authority of Prince William County, and Caerus Discovery LLC ("**Agreement**"). All actions required under Caerus Discovery organizational documents and applicable governing law for the authorization, execution, and delivery of this Affidavit have been duly taken (to the extent required) as of the date of execution, and delivery of this Affidavit. All terms in this Affidavit are defined as in the Grant Agreement.

- 1) **As** of June 30, 2023:
- a. Proof Caerus Discovery has purchased and installed an in vivo imaging system as described in Exhibit E at the BSL-2 Vivarium facility at 9501 Discovery Blvd, Suite 120, Manassas, VA 2010.
 - b. Employed a minimum of 1 additional person whose principal place of work is the vivarium at 9501 Discovery Blvd, Suite 120, Manassas, VA 2010.

I, _____, a notary public, do hereby certify that _____ the affiant whose name is subscribed to the foregoing affidavit duly swore and made oath that the facts contained therein are true and correct to the best of his/her information, knowledge, and belief before me in the said Prince William County, Commonwealth of Virginia, this ___ day of ___, 20__.

My Commission expires:

Notary Public _____

Notary Registration No. _____

[Reproducible Notarial Seal]

EXHIBIT B

**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).
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:

Name: : Coronavirus State and Local Fiscal Recovery Funds
Awarding Agency: Treasury Department
CFDA #: _____
Amount of Award: _____
Recipient Entity DUNS #: _____

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:

Received by:

Prince William County Government
Chief Financial Officer

Date

EXHIBIT C
AUTHORIZATION TO RELEASE CONFIDENTIAL TAX INFORMATION

Name of taxpayer end (please give the corporate or personal name which is used for the tax accounts): _____ Trade name _____

Last of taxpayer number CTTN, EIN, or SS to help locate the records: _____

The above-named taxpayer gives the Prince William County Finance Department permission to share the following confidential tax information with:

(Enter the names of persons or entities allowed to receive the information)

This permission is effective for the following types of taxes:

- All information about taxes assessed by Prince William County OR
- Only the following specific tax information (initial each that apply);
- BPOL Tax information, including gross receipts and BPOL taxes assessed
- Meals Taxes collected and remitted
- Transient Occupancy Taxes collected and remitted
- Information about personal property taxes assessed. (Note, the tax amount of personal property tax assessed to any taxpayer *is* already public information.)

This permission is for tax years.

- All tax years OR
- The following specific tax years: _____

This permission:

- Includes future tax years until revoked, or
- Does not include future tax years

Read before _____. The person signing this form affirms that she/he is authorized to waive tax confidentiality for the named taxpayer and is acting with the explicit authorization of the taxpayer. Fraudulent use of this form could subject the signer to civil and criminal liability.

Signature of authorized representative

Print Name of authorized representative

Title

Date

Telephone: _____

Email: _____

EXHIBIT D
(COMPANY LETTERHEAD)

DATE

Christina Winn Executive
Director
Department of Economic Development
13575 Heathcote Boulevard, Suite 240
Prince William County, VA 20155

Dear Ms. Winn,

COMPANY is pleased to inform you that we have completed our (**project summary**) per the terms of our performance agreement for CSLFRF fund disbursement. Specifically, **COMPANY** has:

1. List specific requirements from PA
- 2.
- 3.

*A notarized affidavit is attached attesting that the above requirements have been completed.

This letter is our formal request for payment of **AMOUNT** based on the parameters set for in the Agreement.

The necessary ACH instructions for payment of the funds are as follows:

1. The dollar amount of the Incentive to be paid:
2. Full name and address Beneficiary Receiver: (*confirm bank's listing of company name*)
3. Full name and address of Receiver Bank:
4. Beneficiary Receiver Routing number:
5. Beneficiary Receiver Account number:

We appreciate the Department's support of our project and look forward to many years of growth and success in Prince William County.

Sincerely,

EXHIBIT E

IN VIVO IMAGING SYSTEM SPECIFICATIONS