

# Issue Analysis Form



**Date:** January 12, 2021  
Amended COVID-19 Small Business Micro-Grant Agreement

**Item:**

**Lead Department(s):** County Administration  
Jeff Stoke, Deputy County Administrator

**Contact Person(s):**

## Description and Current Status

On July 15, 2020, the County and the Industrial Development Authority ("IDA") entered into an agreement to memorialize the understandings and conditions under which the COVID-19 Small Business Micro-Grant Program ("Program") would operate and to set forth the obligations and responsibilities of the Parties.

On September 8, 2020, the County and IDA desire to amend the agreement to increase the maximum amount of the grant from \$3,500 to \$50,000 and to amend the qualification criteria for participation in the Program to now include non-profit organizations with an impact period extending until October 30, 2020. In addition, small businesses without a Prince George business license may qualify if they are exempt from the requirement under the Virginia Code.

On January 12, 2021, the County and IDA desire to amend the agreement to increase the overall program allocation from \$1,700,000 to \$2,147,222.62.

## Government Path

- Does this require IDA action?**  Yes  No
- Does this require BZA action?**  Yes  No
- Does This require Planning Commission Action?**  Yes  No
- Does this require Board of Supervisors action?**  Yes  No
- Does this require a public hearing?**  Yes  No
- If so, before what date?**

## Fiscal Impact Statement

## County Impact

## Notes

Board of Supervisors  
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia, this 12th day of January, 2021:

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Present:

Floyd M. Brown, Jr., Chairman  
Marlene J. Waymack, Vice-Chair  
Alan R. Carmichael  
Donald Hunter  
T. J. Webb

Vote:

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A-4

On motion of Mr. , seconded by Mr. , which carried unanimously, the following Resolution was adopted:

RESOLUTION: AUTHORITY TO EXECUTE AMENDMENT TO COVID-19 SMALL BUSINESS MICRO-GRANT AGREEMENT

BE IT RESOLVED, that the Prince George County Board of Supervisors this 12<sup>th</sup> day of January, 2021, does hereby authorize the execution of the Amendment to the COVID-19 Small Business Micro-Grant Agreement.

A Copy Teste:

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Percy C. Ashcraft  
County Administrator

**SECOND AMENDMENT TO  
COVID-19 SMALL BUSINESS MICRO-GRANT AGREEMENT**

This **SECOND AMENDMENT TO THE PRINCE GEORGE COUNTY COVID-19 SMALL BUSINESS MICRO-GRANT AGREEMENT** (the “Second Amendment”) made and entered this \_\_\_\_ day of January, 2021, by and among **THE COUNTY OF PRINCE GEORGE, VIRGINIA** (the “County”) a political subdivision of the Commonwealth of Virginia and the **INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF PRINCE GEORGE, VIRGINIA** (the “IDA”), a political subdivision of the Commonwealth of Virginia, individually a “Party” and collectively the “Parties.”

**WITNESSETH:**

**WHEREAS**, the County and the IDA entered into an agreement on July 15, 2020 (hereinafter the “Agreement”) to memorialize the understandings and conditions under which the COVID-19 Small Business Micro-Grant Program (hereinafter the “Program”) would operate and to set forth the obligations and responsibilities of the Parties in connection therewith; and

**WHEREAS**, the County and IDA executed an amendment to the agreement (the “Amendment”) on September 9, 2020 to increase the maximum amount of the grant and to amend the qualification criteria for participation in the Program; and

**WHEREAS**, the County and IDA both desire to amend the Agreement to increase the amount of funds available for the IDA to distribute from \$1,700,000 to \$2,147,222.62.

**NOW, THEREFORE** in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

- 1) **Disbursement of CARES Act Grants** –If the pre-condition and all other applicable disbursement prerequisites are met, and upon receipt of the Deputy County Administrator’s written instructions, the IDA shall disburse a total of \$ 2,147,222.62 in individual grants not to exceed Fifty Thousand Dollars (\$50,000) to the recipients of the Program as determined by the Deputy County Administrator. The IDA shall disburse the Micro-Grant funds within 10 days for each batch after the Deputy County Administrator transmits the batch list of Micro-Grant recipients to the IDA.

- 2) **Other Terms of the Agreement** – All other terms and conditions of both the Agreement and the Amendment remain in full force and effect and shall remain binding on the parties hereto.
- 3) **Entire Agreement** – The Agreement, the Amendment and the Second Amendment contain all agreements, promises or understandings between the County and IDA and no verbal or oral agreements, promises or understandings shall be binding upon either the County or IDA in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement, Amendment or the Second Amendment shall be void and ineffective unless made in writing and signed by the parties.
- 4) **Severability** – In the event any provision of the Agreement, the Amendment or the Second Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement, Amendment, or the Second Amendment.
- 5) **Authority** – The County and IDA each hereby warrant to the other that the person executing the Second Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute, this Second Amendment on that party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of the Second Amendment.
- 6) **Counterparts** – The Second Amendment may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereafter have executed the Second Amendment to the Agreement as of the date first written above.

**COUNTY OF PRINCE GEORGE, VIRGINIA, a political subdivision of the Commonwealth of Virginia**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF PRINCE GEORGE, VIRGINIA, a political subdivision of the Commonwealth of Virginia**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Dan N. Whitten, County Attorney