



**ECONOMIC DEVELOPMENT AUTHORITY  
COUNTY OF POWHATAN**

**August 10<sup>th</sup>, 2020 at 6:00 P.M.**

**Village Building  
Conference Room  
3910 Old Buckingham Road  
Powhatan, Virginia 23139**

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**MEETING AGENDA**

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**A. Call to Order**

**B. Minutes**

**a. July 13<sup>th</sup>, 2020**

Pages 1-3

**C. Treasurer's Report**

**a. Monthly Report**

**D. Old Business**

**a. CARES Act Funding for Business Grants- Contract with Community  
Investment Collaborative**

Pages 4-16

**E. New Business**

**a. Economic Development Monthly Reports for July**

Pages 17-18

**F. Closed Session & Certification (if needed)**

**G. Adjournment**

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**MEETING OF THE POWHATAN COUNTY ECONOMIC DEVELOPMENT AUTHORITY  
HELD VIA TEAMS VIDEO CONFERENCE IN POWHATAN COUNTY, VIRGINIA, JULY 13,  
2020 AT 6:00 PM**

**EDA Members Present:** Sen. John Watkins, Chairman  
Dan Jones, Vice-Chairman  
Tim Benusa, Treasurer  
Andrea Weber  
Matt Schiefer

**Staff Members Present:** Bret Schardein, Interim County Administrator  
Roxanne Salerno, Economic Development Program  
Manager  
Curt Nellis, Emergency Management Coordinator  
Kelley Kemp, Assistant County Attorney

**Absent:** Russ Holland, Jr.

**A. Call to Order**

Chairman Watkins called the meeting to order at 6:02 p.m. and noted that all members were present with exception of Mr. Holland. A quorum was established.

**B. Meeting Minutes from May 11<sup>th</sup>, 2020-**

Mr. Jones motioned to approve the meeting minutes as presented. Mrs. Weber seconded the motion. Mr. Jones, Mrs. Weber, Mr. Benusa, Mr. Schiefer and Chairman Watkins voted AYE. **MOTION Passed (5/0).**

**C. Treasurer's Report-**

Mr. Benusa presented the Board with the Treasurer's report as of June balances which is \$59,988.58 in the Certificate of Deposit account and \$7,300.48 in the Checking account from the last bank statement.

**D. Old Business-**

COVID-19 related business support – Mrs. Salerno updated the board on the continued actions by staff for the business community related to COVID-19. Staff participated and worked with other regional Economic Development offices and Chamber's in May to bring the ForwardRVA project to the Richmond region business community. The ForwardRVA project provided re-opening toolkits with gloves, masks and hand

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sanitizer to businesses trying to re-open in which over fifty Powhatan businesses requested and received those kits.

**E. New Business**

- a. CARES Act Funding for Business Grants** – Mrs. Salerno gave the board an update on the CARES Act Funding proposal that was approved by the Board of Supervisors at their June 22<sup>nd</sup> meeting, which 20% (\$517,404.60) of the \$2,587,023 was allocated for Economic Development Business Grants. On direction from the County Attorney’s office, the EDA board was suggested as a conduit for the funds. Assistant County Attorney, Mrs. Kemp, advised the board of the legal precautions to take and how other localities were handling their business grants. Mr. Schardein advised the board that with limited staff time and capabilities as well as possible high demand, the grants would be best handled by an outside entity.

Mrs. Salerno gave the board information on the possible options of entities that could possibly provide management services. Community Investment Collaborative out of Charlottesville was suggested as a possible non-profit that could assist in the application creation, acceptance and granting for the County, taking the responsibility off the staff and allowing for fair and equitable grantee awards. Their fees are 3% of the total grant fund amount, which would be roughly around \$15,522.14. Another entity that was explored was Virginia Community Capital, which would handle the grants in the same manner as CIC although were much higher in price. The third option was to use an online grant application system, although this would still require staff involvement and a separate review committee. This option was not advised by County counsel as it still involves staff.

The board discussed the different criteria for applying and what requirements would be most beneficial to the small business community. Mrs. Kemp suggested a MOU be approved by the Board of Supervisors before contracting with any outside entities.

Chairman Watkins opened the floor for a motion to proceed with the outlined plan for the recovery grant. Mr. Schiefer made a motion and Mr. Jones seconded the motion. Mr. Jones, Mrs. Weber, Mr. Benusa, Mr. Schiefer and Chairman Watkins voted AYE. **MOTION Passed (5/0).**

- b. Economic Development Monthly Reports for May and June 2020** – Mrs. Salerno presented the May & June reports to the board with mention of certain highlights of interest and asked if there were any questions.

**F. Closed Session and Certification-** No closed session needed.

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**G. Adjournment**

There being no further business, Chairman Watkins moved to adjourn the meeting. Mr. Jones made the motion and Mrs. Weber seconded the motion. Mr. Jones, Mrs. Weber, Mr. Schiefer, Mr. Benusa and Chairman Watkins voted AYE. **MOTION Passed (5/0).**

The meeting was adjourned at 7:00 p.m.

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Sen. John Watkins, Chairman                      Date  
Economic Development Authority

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Roxanne Salerno, Secretary                      Date  
Economic Development Authority

**RESOLUTION TO AUTHORIZE FIVE HUNDRED SEVENTEEN THOUSAND FOUR HUNDRED AND FOUR DOLLARS AND SIXTY CENTS FOR THE CARES ACT BUSINESS ASSISTANCE GRANT FROM THE FEDERAL GOVERNMENT CORONAVIRUS RELIEF FUNDS**

WHEREAS, Congress passed and the President signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020; and

WHEREAS, the Commonwealth of Virginia received funding based on population and each locality's allocation will be based on the proportion that the locality's population represents of the statewide total population; and

WHEREAS, the funds will be used for qualifying expenditures incurred during the period that begins on March 1, 2020 and ends on December 30, 2020; and

WHEREAS, the Board of Supervisors approved the Memorandum of Agreement with the Powhatan County Economic Development Authority for the CARES Act Business Disruption Grant; and

WHEREAS, the following funds in the amount of five hundred seventeen thousand four hundred and four dollars and sixty cents (\$517,404.60) need to be authorized to be spent from the Federal Cares Coronavirus Relief Funds for the CARES Act Business Disruption Grant in the 2020-2021 budget of the County of Powhatan, Virginia.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Supervisors of the County of Powhatan, Virginia that five hundred seventeen thousand four hundred and four dollars and sixty cents (\$517,404.60) be authorized to be spent from the Federal Cares Coronavirus Relief Funds for the CARES Act Business Disruption Grant in 2020-2021 budget of the County of Powhatan, Virginia.

BE IT FURTHER RESOLVED that the County Administrator of the County of Powhatan, Virginia is authorized to make the appropriate accounting adjustments in the budget and to do all things necessary to give this resolution effect.

Adopted this 27<sup>th</sup> day of July, 2020.

Motion:  
Second:

Recorded Vote:  
Michael W. Byerly                    \_\_\_\_\_  
Karin M. Carmack                    \_\_\_\_\_  
Bill L. Cox                                \_\_\_\_\_  
Larry J. Nordvig                        \_\_\_\_\_  
David T. Williams                      \_\_\_\_\_

\_\_\_\_\_  
David T. Williams, Chair  
Powhatan County Board of Supervisors

ATTEST: \_\_\_\_\_  
Bret Schardein, Clerk  
Powhatan County Board of Supervisors

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING by and between the POWHATAN COUNTY BOARD OF SUPERVISORS (“BOARD OF SUPERVISORS”) and the POWHATAN COUNTY ECONOMIC DEVELOPMENT AUTHORITY (“EDA”).**

**WHEREAS**, the COVID-19 pandemic has spread worldwide, causing significant illness, loss of life, and economic disruption around the world; and

**WHEREAS**, the federal government passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, which provides funding for various programs to address the effects of the COVID-19 pandemic; and

**WHEREAS**, part of the CARES Act gives monetary assistance to state and local governments to help address the direct impacts of the COVID-19 pandemic; and

**WHEREAS**, Powhatan County has felt the effects of the COVID-19 pandemic in many ways, but the effects have been especially harsh for local, small businesses; and

**WHEREAS**, pursuant to Virginia Code Section 15.2-4901, the intent of the legislature in authorizing the creation of economic development authorities was so “that such authorities may be able to promote industry and develop trade by inducing manufacturing, industrial, governmental, nonprofit, and commercial enterprises and institutions of higher education to locate in or remain in the Commonwealth and further the use of its agricultural products and natural resources, and to vest such authorities with all powers that may be necessary to enable them to accomplish such purposes, which powers shall be exercised for the benefit of the inhabitants of the Commonwealth, either through the increase of their commerce, or through the promotion of their safety, health, welfare, and convenience or prosperity”; and

**WHEREAS**, pursuant to Virginia Code Section 15.2-4905, the Economic Development Authority of Powhatan County, Virginia (the “EDA”) has the authority “to make . . . grants to any person, partnership, association, corporation, business, or governmental entity in furtherance of the purposes of this chapter including for the purposes of promoting economic development”; and

**WHEREAS**, the EDA is uniquely qualified to understand the economic impact of the COVID-19 pandemic on small businesses within Powhatan County; and

**WHEREAS**, the Board of Supervisors wishes to transfer money from the CARES Act to the EDA in order for the EDA to facilitate a grant program to aid local small businesses using very specific guidelines; and

**WHEREAS**, the EDA shall employ Community Investment Collaborative (“CIC”) to administer the program and the EDA will act as a conduit between the Board of Supervisors and CIC.

**NOW THEREFORE**, for and in consideration of the mutual benefits to be derived from this Memorandum of Understanding, the parties agree as follows:

1. Powhatan County, Virginia shall transfer five hundred, seventeen thousand and four hundred and four dollars and sixty cents (\$517,404.60) received from the CARES Act from the Powhatan County account to the Powhatan County EDA account to establish a grant program to help local businesses.
2. The Powhatan County EDA shall distribute funds via grants in strict accordance with the CARES Act and the guidance issued by the state.
3. The Powhatan County EDA shall contract with Community Investment Collaborative (“CIC”) and CIC will administer the grant program, allowing the EDA to act a conduit between the Board of Supervisors and CIC.
4. The attached Exhibit A outlines the requirements for businesses and the metric established for disbursement of the grants.
5. This is a very limited situation and all funds must be expended by October 30, 2020. Any funds not distributed by CIC through the grant process shall be returned to the Powhatan County Board of Supervisors.
6. Both parties have obtained the authority of their governing bodies to execute this MOU.
7. Either party may terminate this MOU at any time by providing the other party with sixty (60) days written notice.

This Memorandum of Understanding represents the mutually agreed upon goals and responsibilities between the Powhatan County Board of Supervisors and the EDA for the allocation of funds from the CARES Act.

Witness the following signatures made this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
David T. Williams, Chair  
Powhatan County Board of Supervisors

\_\_\_\_\_  
John C. Watkins, Chair  
Powhatan County Economic Development Authority

## Exhibit A



### **Grant Program Obligations**

- a) The Powhatan County Economic Development Authority (EDA) agrees to use the CARES Act Small Business Grant Funds (Grant) for the purpose of providing Grants to Powhatan County (County) small businesses.
- b) The EDA acknowledges and agrees that the CARES Act grant funds are County funds for which the EDA will serve as a conduit and obligation to disperse Grants to the small businesses is wholly contingent upon the EDA receipt of the CARES Act grant funds from the County in the first instance.
- c) The EDA acknowledges and agrees to contract with a third party contractor to administer the Grant Program for the County 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 Grant Program, the Contractor shall, subject to the Disbursement Prerequisites section below, disburse the Grant payments to the selected small businesses pursuant to Disbursement of CARES ACT Grants section below. The CONTRACTOR will return any unutilized CARES Act grant fund monies to the County within 30 days of October 30, 2020. Any CARES Act grant funds that are not distributed by the CONTRACTOR by October 30, 2020, shall be returned to the County.

### **Small Business Qualification Criteria**

1. Business may have a maximum of 25 full-time or full-time equivalent employees that are employed in Powhatan County.
2. Business may have a maximum of \$2.5 million in revenue per year.
3. Businesses would need to be physically located in Powhatan County.
4. Businesses would have to be current on County taxes thru March 1, 2020 with documentation proof and have a current Powhatan County Business License, unless not required to obtain a license through the Commissioner of Revenue's office
5. Businesses must have experienced a revenue loss of 25% or greater attributable to Covid-19, with proof of loss documentation from March-June 2019 and March-June 2020. Higher preference to higher revenue loss.
6. Businesses with 10-25 employees are eligible for a grant up to \$25,000 with no minimum.
7. Businesses with 1-9 employees are eligible for a grant up to \$10,000 with no minimum.

8. Not be owned (in whole or in part) by any individuals who are an employee of Powhatan County or the Powhatan County Economic Development Authority, nor any family members or household members of same; and
9. Not at any point since June 1, 2019 employed: (i) any individuals who are or were an employee of Powhatan County or the Powhatan County Economic Development Authority; or (ii), any family or household members or household members of the same (collectively, the “Eligibility Requirements”).

\*For purposes of this Grant Program, the term “family members” is defined as any spouse, partner, parent, legal guardian, child, sibling, grandparent, grandchild, or in-law.

The following businesses are not eligible for the program:

- Franchise businesses, except those that are locally owned and operated

**Documentation Required:**

- Copy of 2020 Powhatan County Business License
- Proof of County taxes paid through March 1, 2019, *verification clause*
- Completed and signed IRS form W-9, *verification clause*
- IRS form 941 or VEC-FC-20/21 (only for businesses with 10-25 employees), *verification clause*
- Monthly gross receipts history for the March-June 2019 & March- June 2020, *verification clause*
- Brief business summary/overview (years in business, services/products offered, hours of operation, track record prior to COVID-19)
- Explanation of use of the funds by business for COVID-19 related expenses, *verification clause*
- Brief description of impact of COVID-19 and how the funds will affect the current and future of the business

**Disbursement Prerequisites –**

The CONTRACTOR’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 Contractor with a complete Grant application, a sample of which is attached.
- b) Certification of Application. The Contractor must have certified that the small business qualifies for the Grant program and that the small business has provided all the information required to make this determination.
- c) Selection of Recipients. The Contractor must have selected the recipients of the Grants from the pool of certified applicants and the amount of the Grant each recipient is qualified to receive.

**Disbursement of CARES ACT Grants**

If the pre-condition and all other applicable Disbursement Prerequisites are met, and upon receipt of the CONTRACTOR shall disburse \$517,404.60 in individual grants not to exceed:

**Twenty-five Thousand and 00/100 Dollars (\$25,000) Grants** to recipients with gross receipts greater than \$500,000 in calendar year 2019 AND with a greater than 25% loss in sales during March-June 2020 compared to the same 2019 time period AND have 10-25 FTE employees pre-COVID. Documented Business Revenue Loss as a result of COVID-19 to exceed grant amount.

**Ten Thousand and 00/100 Dollars (\$10,000) Grants** to recipients with gross receipts less than \$500,000 in calendar year 2019 AND with a greater than 25% loss in sales during March-June 2020 compared to the same 2019 time period AND have less than 9 FTE employees. Documented Business Revenue Loss as a result of COVID-19 to exceed grant amount.

The CONTRACTOR shall disburse the Grant funds within 30 days of the close of application date agreed upon with the County.

**Repayment of CARES ACT Grant and Credits**

a) If a small business recipient of the Grant program relocates the business outside of Powhatan County within one (1) year of receiving the Grant funds then the small business recipient shall reimburse the CONTRACTOR 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 CONTRACTOR under this provision shall be repaid to the County within sixty (60) days of receipt of the funds from the Grant recipient.

**COUNTY OF POWHATAN, VIRGINIA  
CONTRACT BETWEEN THE POWHATAN ECONOMIC DEVELOPMENT AUTHORITY AND  
CONTRACTOR**

This Contract, dated this \_\_\_\_ day of August, 2020, between The County of Powhatan Economic Development Authority, Virginia (“EDA”) and Community Investment Collaborative (“Contractor”), is binding among and between these parties as of the date of the County’s signature.

**RECITALS**

A. The legal addresses for delivery of Notices and other project documents are as follows:

Owner (EDA): Powhatan Economic Development Authority

Attn: Roxanne Salerno, Economic Development  
Address: 3834 Old Buckingham Road, Suite A  
City, State, Zip: Powhatan, VA 23139  
Telephone: 804-598-4890 FAX: 804-598-7835

Contractor: Community Investment Collaborative

Attn: Stephen Davis, President  
Address: P.O. Box 2976  
City, State, Zip: Charlottesville, VA 22902  
Telephone: 434-218-3481

B. The Project is identified as: CARES Funding Grants

Project Title: Powhatan Business Assistance Grants

General Project Description: Community Investment Collaborative will contract with Powhatan EDA to administer the business grants program with funding from the CARES Act allocated to the Powhatan EDA from the Powhatan County Board of Supervisors.

**THEREFORE**, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the parties agree as follows:

**1. STATEMENT OF WORK:** The Contractor shall furnish all labor, equipment, tools, and materials and perform all Work for the Project in strict accordance with the Contract Documents.

**Grant Program Obligations**

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b) The EDA acknowledges and agrees that the CARES Act grant funds are County funds for which the EDA will serve as a conduit and obligation to disperse Grants to the small businesses is wholly contingent upon the EDA receipt of the CARES Act grant funds from the County in the first instance.

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9. Not at any point since June 1, 2019 employed: (i) any individuals who are or were an employee of Powhatan County or the Powhatan County Economic Development Authority; or (ii), any family or household members or household members of the same (collectively, the "Eligibility Requirements").

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b)

**2. COMPENSATION TO BE PAID TO THE CONTRACTOR:** The EDA agrees to pay and the Contractor agrees to accept as just and adequate compensation for the performance of the Work in accordance with the Contract Documents, the sum of fifteen thousand five hundred twenty two dollars and fourteen cents (\$15,522.14) or 3% of total funding to be paid on or before work to begin.

**3. NON-DISCRIMINATION:** § 2.2-4311 of the Code of Virginia applies to this contract.

**4. AUTHORIZATION TO TRANSACT BUSINESS:** The Contractor certifies that, if it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, it is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, and shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. The Contractor understands and agrees that the County may void this Contract if the Contractor fails to comply with these provisions.

**5. PERFORMANCE OF WORK:** Contractor shall perform all services hereunder:

a) expeditiously and consistent with the orderly progress of the project; b) in accordance with the standard of care and skill existing as of the date such services are provided; c) in accordance with all applicable laws, codes and regulations in effect at the time the Work is complete; and d) in accordance with current standard technology for completed similar project systems accepted within the industry as of the time the work is complete.

**6. CHANGE IN WORK:** The EDA may at any time make changes to the specification, within the general scope of work. If such changes cause an increase or decrease in the amount due under this Agreement or in the time required for its performance an equitable adjustment will be made, and this Agreement will be modified accordingly by a "Contract Change Order." No charge for any extra work or material will be allowed unless the same has been ordered on such Contract Change Order by the EDA, and the price therefor stated in the order.

**7. INSPECTION OF WORK:** All materials will be subject to inspection, examination, and testing by the EDA, or the EDA's representative, who will have the right to either reject defective or to require its correction.

**8. APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Powhatan County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.

**9. ANTI DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offerors certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and those applicable Sections of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

a. In every contract over \$10,000 the provisions in a. and b. below shall apply:

a. During the performance of this contract, the Contractor agrees as follows:

i. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous

places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

**10. CHANGES TO THE CONTRACT:** Changes to the contract shall be in writing and agreed upon by both parties.

**11. INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result there from, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.

**12. TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

a. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.

b. Termination for Cause: Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to paragraph 32 of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled as of the first day of that subsequent fiscal year.

**13. VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid

records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph “c” below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

c. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of that section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

d. Nothing contained in this section shall be construed to require the Owner, when procuring by “competitive negotiation” (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.

**14. AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and the right to examine any of said materials during said period.

**15. DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Owner Administrator (if the claim is against Powhatan County EDA) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the Work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the Board of Supervisors (if the claim is against Powhatan County Government) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of Board of Supervisor's (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the Board of Supervisor's (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.

**16. SEVERABILITY:** Any provision of the Agreement that is deemed invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision of the Agreement and the remaining provisions the Agreement shall remain in full force and effect to the greatest extent permitted by law.

**17. ENTIRE AGREEMENT:** This Agreement represents the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties.

**IN WITNESS WHEREOF,** the parties hereto on the day and year written below have executed this agreement

**For the CONTRACTOR:**

**For the EDA:**

By: \_\_\_\_\_  
(signature in ink) (date)

By: \_\_\_\_\_  
(signature in ink) (date)

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(printed title)

Powhatan EDA Vice-Chairman  
(printed title)

Approved As To Form:

\_\_\_\_\_  
County Attorney



# Powhatan County

## Economic Development

### July 2020 Monthly Report

#### BUSINESS HIGHLIGHTS

- Business Licenses were approved for 18 new businesses (14 home occupations)
  - Contractors-2
  - Retail-4
  - Services (Professional & Non-professional)-11
  - Agricultural- 1
- CARES funds have been allocated to the Powhatan EDA for creation of a local small business grant program, which will be announced in August.
- Mulberry Lane antique store opened in the Powhatan Shopping Center near Flat Rock.
- Vintage Antique Shack announced the opening of their second store in Farmville.
- Chadwick’s Orchids announced the opening of their second retail location in the West End of Richmond.

#### BUSINESSES STAFF WORKED WITH



#### UPDATES FROM JUNE 2020 MONTHLY REPORT

##### Construction continues on the following projects:

- Marble Exchange Phase III
- Sudzy Carwash
- Winterfield Phase II

##### Review continues on the following projects:

- Classic Granite & Marble site plan
- Arborscapes site plan
- Lipscomb dentistry rezoning
- Wawa @ Winterfield Phase II site plan
- 3D Design and Manufacturing site plan
- Powhatan Ice Den site plan
- Old Mabel’s building site plan

## POWHATAN IN THE NEWS

### POWHATAN IN THE NEWS –

#### Civil War Road Trip: Richmond To Appomattox:

[https://www.travelawaits.com/2549267/civil-war-road-trip-from-richmond-to-appomattox/?pv=related\\_list](https://www.travelawaits.com/2549267/civil-war-road-trip-from-richmond-to-appomattox/?pv=related_list)

#### Different Golf Games at Independence Golf Club: <https://www.wric.com/sports/golf-game-in-the-rough-different-forms-of-golf-offer-new-ways-to-enjoy-the-course/>

[www.wric.com/sports/golf-game-in-the-rough-different-forms-of-golf-offer-new-ways-to-enjoy-the-course/](https://www.wric.com/sports/golf-game-in-the-rough-different-forms-of-golf-offer-new-ways-to-enjoy-the-course/)

#### Broadband possible in western Powhatan: <https://www.wric.com/sports/golf-game-in-the-rough-different-forms-of-golf-offer-new-ways-to-enjoy-the-course/>

#### Orchid business for longevity: [https://www.kpcnews.com/columnists/article\\_86f1fbdb-0797-5eb0-88e3-6a8d458266ec.html](https://www.kpcnews.com/columnists/article_86f1fbdb-0797-5eb0-88e3-6a8d458266ec.html)

#### Chadwick's Orchids opening new store in West End in September: <https://rvahub.com/2020/07/28/new-orchid-store-set-to-bloom-in-west-end-this-september/>

#### Farm to Fork- Manakintowne Specialty Growers: <https://richmondmagazine.com/news/features/farm-to-fork/>

#### Powhatan Freedom Festival rocks July 4<sup>th</sup>: [https://richmond.com/news/local/central-virginia/powhatan/powhatan-today/powhatan-freedom-festival-rocks-july-4th/article\\_eabedf96-d0dc-11ea-b7e0-67df0fefcb30.html](https://richmond.com/news/local/central-virginia/powhatan/powhatan-today/powhatan-freedom-festival-rocks-july-4th/article_eabedf96-d0dc-11ea-b7e0-67df0fefcb30.html)

#### Farmers Market opens in Village Area: [https://richmond.com/news/local/central-virginia/powhatan/powhatan-today/powhatan-farmers-market-opens-in-village-area/article\\_64488bb4-d0dd-11ea-a163-63373dda0052.html](https://richmond.com/news/local/central-virginia/powhatan/powhatan-today/powhatan-farmers-market-opens-in-village-area/article_64488bb4-d0dd-11ea-a163-63373dda0052.html)



Manakintowne Specialty Growers



Powhatan Freedom Festival



Powhatan Village Farmer's Market



Chadwick's Orchids



Chadwick's Orchids' New Store

## UPCOMING EVENTS

- **Powhatan Chamber of Commerce** monthly lunch **Thursday, August 20<sup>th</sup> 11:30AM-1:00PM**– County Seat Restaurant Non-members welcome, registration details at the following link: <https://bit.ly/2WRCet7>
- **Powhatan Village Farmers Market** every **Thursday 4-6:30 PM**- 3841 Old Buckingham Road on the Bienvenue property. <https://rvagriculture.org/powhatan-village-farmers-market/>
- **Business Network International (BNI)** Powhatan chapter meets every Wednesday, 8:00AM-9:30AM in the Huguenot Volunteer Fire Department at 1959 Urbine Road. <http://bniva.com/va-central-virginia-bni-on-fire/en-US/index> To attend a meeting as a guest please contact Chapter President Sandy Duncan at [sandy6284@msn.com](mailto:sandy6284@msn.com).