

**MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF
CLIFTON, VIRGINIA AND THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF THE TOWN OF CLIFTON
FOR ECONOMIC RELIEF FUNDING**

This Memorandum of Agreement (MOA) is made and entered into this 20th day of July 2020, by and between the TOWN OF CLIFTON, VIRGINIA (“Town”), a municipal corporation, and the Industrial Development Authority of the Town of Clifton, Virginia (“IDA”), a political subdivision of the Commonwealth of Virginia, created pursuant to Chapter 49 of Title 15.2 of Code of Virginia of 1950, as amended (the “Act”). The Town and the IDA are referred to herein as “the Parties” to this MOA.

WHEREAS the Parties acknowledge that Executive Orders issued by Governor Ralph Northam in an effort to slow the spread of the Novel Coronavirus (“COVID-19”), including but not limited to Executive Order 51 and the Temporary Stay at Home Order, have had an adverse impact on businesses and economic activity throughout Fairfax County, including within the Town; and

WHEREAS pursuant to Virginia Code § 15.2-4905(12), the IDA is authorized to accept contributions, grants and other financial assistance from the United States of America, the Commonwealth of Virginia and political subdivisions thereof in order to make loans, contributions, grants and other financial assistance and to agree to such terms and conditions relating thereto as may be imposed, all in furtherance of the purposes of the Act; and

WHEREAS pursuant to Virginia Code § 15.2-4905(13), the IDA is authorized to make loans or grants, and to forgive such loans or grants, to persons or entities for the purpose of promoting economic development in the Town; and

WHEREAS by letter dated May 20, 2020, Fairfax County notified the Town that it would be eligible to receive a distribution of funds from the Coronavirus Aid, Relief, And Economic Security Act, being Public Law 116-136 ("CARES Act"); and

WHEREAS the Town desires to use a portion of its CARES Act distribution to provide economic relief to Town businesses affected by COVID-19 by establishing the Clifton Business Stabilization Program (the "Program"); and

WHEREAS during its July 7, 2020 meeting, the Mayor and Town Council of the Town authorized the negotiation of a cooperative agreement with the IDA, to initiate, administer and distribute economic relief grants to Town businesses pursuant to the Program; and

WHEREAS, the Town intends to create an application process and determine which Town businesses are eligible to receive grants from the Program, and the amount of each grant, and provide that information to the IDA.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the mutual promises and considerations set forth herein, the Parties agree as follows:

1. In accordance with the terms and conditions set forth herein, the Town and the IDA shall work cooperatively to administer the Program.

2. The Town will appropriate funds for the Program (the “CARES Funding”), and the CARES Funding shall constitute the sole funding source for the Program.

3. Screening and identification of Town businesses eligible to receive grants from the Program, and the amount of each grant, will be determined by the Town .

4. The Town shall provide the following information to the IDA:

- a. The name of each grant recipient and the amount of each grant; and
- b. A form W9 and payment directions completed and executed by each grant recipient.

Collection and retention of the information outlined in this Paragraph 4 shall be the sole responsibility of the Town.

5. The CARES Funding shall be distributed by the Town Treasurer, as agent for the IDA, to the grantees in the amounts set forth on "Exhibit A in accordance with the terms and conditions of this MOA. The funds may be transferred by the Town Treasurer in accordance with instructions to be provided by each grantee.

6. By executing this MOA, the Town represents, warrants and agrees that the Town solely is responsible for screening and identifying grant recipients and ensuring that all grants funded by the Town’s CARES Funding satisfy the criteria, terms and conditions referenced in Paragraph 4 and the CARES Act;

7. The Town hereby agrees that, for the purpose of administering the Program and (i) all disbursements therefrom and records of such disbursements, the Town Treasurer, and (ii) satisfying the criteria, terms and conditions referenced in the CARES Act and any agreement with Fairfax County, the Town Clerk, shall act as agent

for the IDA.

8. Upon disbursement of grants, the Town Treasurer shall retain a copy of all payment records, and the Town Clerk shall retain and provide to the IDA and the Town any other records reasonably requested by the IDA, Fairfax County or the Town concerning the administration and distribution of the CARES Funding and the Program.

9. This MOA shall remain in effect until the earlier of (i) December 31, 2020 or (ii) the distribution of the CARES Funding is complete. However, the Parties may agree to extend the MOA in the event they determine that additional economic relief for Town businesses is necessary and appropriate due to the ongoing effects of COVID-19. Any such extension (including funding and distribution arrangements for the same) shall be approved by appropriate action of the Mayor and Town Council and the IDA.

10. For purposes of communication between the IDA and the Town with regard to the administration of this MOA, the respective contact persons are as follows:

Town of Clifton: William Hollaway, Mayor
P.O. Box 309
Clifton, VA 20124
WHollaway77@gmail.com

IDA: Brant Baber, Chair
P.O. Box 126
Clifton, VA 20124
bb@baberkal.com

11. This MOA may be terminated by either the IDA or the Mayor of the Town, upon written notice to the other Party, which shall be effective when the non-terminating party actually receives the written notice of termination. Upon termination, the Town Treasurer, as agent for the IDA, shall promptly return to the Town

any monies from the CARES Funding that have not been distributed to grant recipients, and the Town Clerk, as agent for the IDA, shall provide to the Town any records required to satisfy the criteria, terms and conditions referenced in Paragraph 4 and the CARES Act.

12. The Town hereby irrevocably and unconditionally indemnifies, releases and forever discharges the IDA and each of its directors, from any and all present, past, and future obligations, liabilities, claims, assessments, charges, liens, claims of lien, actions, causes of action, demands, rights, damages, costs or expenses in whatever kind or nature, arising out of or related to this MOA, participation in the making of grants or administration of the Program or compliance with requirements of the CARES Act.

IN WITNESS WHEREOF, the Parties have executed this MOA as of the aforesaid date.

TOWN OF CLIFTON, VIRGINIA

INDUSTRIAL DEVELOPMENT
AUTHORITY OF THE
TOWN OF CLIFTON, VIRGINIA

Name:
Title:

Name: Brant Baber
Title: Chairman

Date:

Date: July 20, 2020