



Project Title: Workforce Opportunities Marketing Project for Qualified Census Tracts (QCT) in Stafford County, Virginia

**1. Introduction and Background.** The Board of Supervisors of Stafford County, Virginia ("County") and the Economic Development Authority of Stafford County, Virginia ("EDA"), entered into a Memorandum of Agreement (MOU) (Attachment A) to allocate American Rescue Plan Act (ARPA) funding for marketing Stafford to the workforce about Stafford and open job opportunities in Stafford to Qualified Census Tracts (QCTs) impacted by the COVID-19 pandemic (Project).

Stafford County, through Resolution R22-340, has allocated an amount not to exceed \$72,000 in funds for this initiative. The EDA is responsible for implementing the Project by procuring a third-party consultant to execute the marketing initiative and overseeing its activities in alignment with the goals and guidelines outlined in the MOU.

**2. Scope of Work and Deliverables.** The EDA invites qualified and experienced firms to submit proposals to provide comprehensive services for the Workforce Opportunities Marketing Project. All deliverables shall be provided to the EDA in digital (e.g. Microsoft Office, PDF, etc.) format. Unless otherwise specified, due dates for deliverables will be determined after the award. The selected Consultant will work in collaboration with the EDA to achieve the goals set forth in the MOU.

The primary scope of work and deliverables include:

- Marketing Plan: The plan will include advertising open Stafford County job opportunities and general workforce opportunities in the QCTs. The Marketing Plan shall encompass the required elements from the scope of work to include execution timelines aligned with EDA's expected implementation.
- Development of a process for selecting and prioritizing target QCTs for this initiative and the job postings for individuals negatively impacted by the COVID-19 pandemic.
- Quarterly report of campaign impressions, conversions, and job placements within QCTs on a quarterly basis.
- Where possible, incorporate the use of the "Go Stafford" brand and drive online traffic to [www.gostaffordva.com](http://www.gostaffordva.com).
- Written monthly updates to the EDA. These updates must include specific activities defined by the Marketing Plan, resource utilization, estimated hours to complete each activity, estimated start/finish dates, and a monthly burn rate of hours to accomplishments.

**3. Proposal Submission.** Qualified firms are invited to submit their proposals no later than February 29, 2024. All proposals should be submitted to:

Contact Name: Dale Hendon, Secretary, Stafford County Economic Development Authority  
Contact Email: [hend706@gmail.com](mailto:hend706@gmail.com)  
Contact Phone: 731-446-0016

**4. Evaluation Criteria.** The proposals will be evaluated based on the following criteria:

- Demonstrated expertise and experience in marketing and workforce development initiatives.
- Proposed approach and methodology to achieve the Project goals.



- Cost-effectiveness and budget alignment with the allocated funds.
- Track record of successfully managing similar projects within stipulated timelines.

5. **Period of Performance.** The Period of Performance for this Contract shall be one (1) year, commencing on the date of execution of the contract. The EDA may exercise an option period by issuing a written notice to the Contractor at least 30 days before the commencement of the option period. The contract resulting from this RFP will commence in alignment with the MOU and based on American Rescue Plan Act requirements.

6. **Payment.** The contractor will receive payment net 30 days after receipt of a properly formatted invoice from the Contractor. The Contractor shall submit invoices to the EDA no more than once per month.

6. **Insurance.** The Contractor will be required to carry and maintain during the entire period of performance under a contract adequate insurance as follows:

- Workman's Compensation and Employer's Liability Insurance.
- Automobile General Liability Insurance.
- Comprehensive General Liability.
- Other insurance as required by the EDA.

6. **Further Information.** For any inquiries or additional information, please contact Dale Hendon, Secretary at [hend706@gmail.com](mailto:hend706@gmail.com).

## MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT ("Agreement") made and entered this \_\_\_\_ day of \_\_\_\_, 2023, by and between the BOARD OF SUPERVISORS OF STAFFORD COUNTY, VIRGINIA, the governing body of Stafford County, a political subdivision of the Commonwealth of Virginia (the "County") and the ECONOMIC DEVELOPMENT AUTHORITY OF STAFFORD COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the "EDA") (collectively, "the Parties").

### RECITALS

**WHEREAS**, the County is authorized by Virginia Code § 15.2-953, American Rescue Plan Act (ARPA) (Subtitle M of Title IX of Pub. L. 117-2; 87 Federal Register 4446), and other laws, and the EDA is authorized by the Industrial Development and Revenue Bond Act, contained in Chapter 49, Title 15.2 of the Code of Virginia and other laws, to provide ARPA funding and perform the activities contemplated in this Agreement; and

**WHEREAS**, the Board of Supervisors of Stafford County, pursuant to Resolution R22-340, appropriated ARPA grant funds ("Grant Funds") in the amount of \$72,000 for the purpose of marketing workforce opportunities for individuals and households impacted by COVID-19 pandemic within Qualified Census Tracts ("QTC") (the "Project"); and

**WHEREAS** Grant Funds may be expended in support of the Project, and to also support workforce opportunities for individuals and households that experienced unemployment or increased food or housing insecurity; are low- or moderate-income and experienced negative economic impacts resulting from the COVID-19 pandemic; and disproportionately impacted classes; and

**WHEREAS**, the EDA and the County desire to set forth an agreement as to the expenditure of the Grant Funds in support of the Project; and

**NOW THEREFORE**, in consideration of the above and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### AGREEMENT

1. **Recitals.** The foregoing recitals are incorporated herein and made part of this Agreement.
2. **Transfer of Funds.** The EDA shall complete and return the certification form attached hereto as Exhibit A to the County prior to the receipt of any Grant Funds. Subject to approval, budget and appropriation by the Board of Supervisors, within thirty (30) days following receipt of Exhibit A, the County shall transfer \$72,000 in Grant Funds to the EDA, which shall be used for the sole purpose of implementing the Project pursuant to the terms of this Agreement.
3. **EDA Contracting.** The EDA shall use the Grant Funds to procure a third-party contractor (the "Consultant") to assist the EDA in implementing the Project, and shall oversee all contracting and contract management matters, including, without limitation, approving the scope of work and overseeing completion of work and terms for payment and complete the Project. All procurement shall be made in compliance with the Virginia Public Procurement Act, Virginia Code § 2.2-4300, *et seq.*, and all applicable federal regulations, to include 2 C.F.R. §§ 200.317 – 200.326 and 2 C.F.R. Part 200, Appendix II, as amended. The EDA shall ensure that the Grant Funds are expended prior to September 30, 2024. If the EDA fails to meet this deadline, it shall return the Grant Funds to the County by October 31, 2024.

4. **Process Development.** The EDA shall work with the Consultant to develop a process for prioritizing marketing initiatives/job postings for who have been negatively impacted by the COVID-19 pandemic or require a certification of negative economic impact due to the pandemic as a requirement for participation in the Project and provide documentation of such process to the County.
5. **Reporting.** The EDA shall require the Consultant to track the number of impressions and conversions/click throughs during the marketing campaign affiliated with the Project. The EDA shall also require the Consultant to report the number of jobs filled that were marketed in the QCTs quarterly throughout implementation of the Project, and report the same to the County.
6. **Performance Date.** The EDA shall perform all obligations required pursuant to this Agreement on or before September 30, 2024 ("Performance Date").
7. **Term.** This Agreement is effective as of the date all Parties have executed the Agreement and shall extend until the Performance Date or October 31, 2024, whichever occurs earlier ("Termination Date"). However, if the deadline for expending ARPA funds is extended by the Federal Government, the Performance and Termination Dates may be extended to match such extended deadline.
8. **Successors and Assligns.** This Agreement is binding upon, inures to the benefit of, and is enforceable by, the parties hereto. This Agreement is not transferrable or assignable except with the expressed written approval of both parties.
9. **Amendments.** This Agreement may be amended only in writingsigned by each of the parties hereto.
10. **Severability.** If any clause, provision, section or paragraph of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision, section or paragraph shall not affect any of the remaining clauses, provisions, sections or paragraphs, and this Agreement shall be construed and enforced as if the illegal or invalid clause, provision, section or paragraph had not been contained in it.
11. **Governing Law.** This Agreement is governed by the laws of the Commonwealth of Virginia. Any lawsuit, action, or proceeding arising under this Agreement must be brought exclusively in the Stafford County Circuit Court and all parties hereto submit to the jurisdiction of this court.
12. **Notices.** Any payment, notice, request, or other deliveries required to be given hereunder shall be deemed given if sent by registered or certified mail, or overnight delivery service, postage prepaid, addressed to the following:

County  
 Stafford County Government  
 ATTN: County Administrator  
 P.O. Box 339  
 1300 Courthouse Road  
 Stafford, Virginia 22555

EDA

Stafford County Economic Development  
Authority

ATTN: Chairman\Director

P.O. Box 339

1300 Courthouse Road

Stafford, Virginia 22555-0339

Notice is deemed to have been received: (i) on the first business day after the date of delivery if sent by same day or overnight delivery service; or (ii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

13. **Approval.** Approval of this Agreement by the County is provided pursuant to Resolution R23-\_\_\_\_\_, approved on \_\_\_\_\_, 2023.
14. **Counterparts.** This Agreement 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.
15. **Mutual Assistance.** The County and EDA will do the things reasonable, necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions.

**[Signatures to Follow]**

WITNESS the following signatures.

BOARD OF SUPERVISORS OF STAFFORD  
COUNTY, VIRGINIA

By:   
Title: County Administrator

ECONOMIC DEVELOPMENT AUTHORITY OF  
STAFFORD COUNTY, VIRGINIA

By:   
Title: Chairman

Approved as to form:

By: \_\_\_\_\_

Title: Stafford County Attorney's Office

By:   
Counsel for Economic Development Authority

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## **EXHIBIT A**

### **CERTIFICATION FOR RECEIPT OF CORONAVIRUS RELIEF FUND PAYMENTS**

**By**

**Stafford County Economic Development Authority**

We, the undersigned, represent the organization of the Stafford County Economic Development Authority (the Organization), and we acknowledge that:

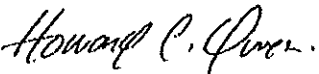
1. We have the authority to request direct payment on behalf of the Organization from Stafford County Virginia (the County) of revenues from the American Rescue Plan Act (ARPA), Subtitle M of Title IX of Pub. L. 117-2; 87 Federal Register 4446.
2. We understand that the County will rely on this certification as a material representation in making a direct payment to the Organization.
3. The Organization's proposed uses of the funds received as direct payment from the County pursuant to ARPA will be used only to cover those costs that are eligible for the additional funding provided for the Project as defined in this Agreement in the amount of \$72,000.00.
4. Any funds that are not expended or that will not be expended on necessary expenditures on or before September 30, 2024, by the Organization or its grantee(s), must be returned to County no later than October 31, 2024.
5. Funds received as a direct payment from the County pursuant to this certification must adhere to official federal guidance issued or to be issued regarding what constitutes a necessary expenditure.<sup>1</sup>
6. Any ARPA funds expended by the Organization or its grantee(s) in any manner that does not adhere to official federal guidance shall be returned to the County within 15 days so that the County may return these funds within 30 days of finding that an expenditure is disallowed.
7. As a condition of receiving the ARPA funds pursuant to this certification, the Organization shall retain documentation of all uses of the funds, including but not limited to payroll time records, invoices, and/or sales receipts. Such documentation shall be provided to the County by close of business September 30, 2024; final documentation shall be provided on October 31, 2024, or upon request.
8. The Organization must maintain proper accounting records to segregate these expenditures from those supported by other funding sources and that all such records will be subject to audit.
9. Any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected revenue collections from taxes, fees, or any other revenue source.

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<sup>1</sup> Official Guidance for the use of funds may be found at: <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>.

10. Any ARPA funds received pursuant to this certification will not be used for expenditures for which the Organization has received funds from any other emergency COVID-19 supplemental funding (whether state, federal, or private in nature) for that same expense nor may ARPA funds be used for purposes of matching other federal funds unless specifically authorized by federal statute, regulation, or guideline.
11. Such grant shall be used by the Organization solely for necessary expenditures incurred to (i) fight the COVID-19 pandemic and support families and businesses struggling with its public health and economic impacts, (ii) maintain vital public services, even amid declines in revenue, and (iii) build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity. We acknowledge that the County is responsible for ensuring the Organization's compliance with the documentation requirements of this certification, and for ensuring that the Organization's use of the ARPA funds meets the requirements set forth in this certification. Accordingly, we certify that the Organization will comply, in a timely fashion, with all requests made by the County for the purpose of ensuring compliance with the requirements of this certification and ARPA.

We certify that we have read the above certification and our statements contained herein are true and correct to the best of our knowledge.

By: Name: Howard Owen	By: Name:	By: Name:
Signature: 	Signature:	Signature:
Title: Chairman of the Organization	Title: Treasurer of the Organization	Title: Stafford County Economic Development Department
Date: 09/08/2023	Date:	Date: