
**ARLINGTON COUNTY
ECONOMIC DEVELOPMENT INCENTIVE
GRANT AGREEMENT
(PUBLIC BROADCASTING SERVICE)**

This **ARLINGTON COUNTY ECONOMIC DEVELOPMENT INCENTIVE GRANT AGREEMENT** (“**Agreement**”) is made, on the date of full execution (the “**Effective Date**”), by and among the **COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic of the Commonwealth of Virginia (the “**County Board**”), the **INDUSTRIAL DEVELOPMENT AUTHORITY OF ARLINGTON COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “**IDA**”), and **PUBLIC BROADCASTING SERVICE** a 501 (c)(3) District of Columbia nonprofit corporation authorized to transact business in the Commonwealth of Virginia (“**PBS**”). Individually, the County Board, the IDA, and PBS may each be referred to hereinafter as the “**Party**” or collectively as the “**Parties**”.

RECITALS

WHEREAS, PBS is a media organization, and desires to equip, operate, and maintain its business operations in Arlington County, Virginia; and

WHEREAS, in order to incentivize and induce PBS to (i) lease at least one hundred twenty thousand three hundred twenty-eight (120,328) square feet of space at 1225 South Clark Street in Arlington County, Virginia (the “**PBS Arlington Facility**”) through August 31, 2022, and (ii) Maintain at least five hundred (500) Jobs at the PBS Arlington Facility, the County Board has agreed, subject to appropriation, and pursuant to the Industrial Development and Revenue Bond Act of the Code of Virginia of 1950, as amended, to allocate and provide up to Five Hundred Thousand and 00/100 Dollars (\$500,000.00) in economic development incentive general funds (“**EDI Grant**”) to the IDA for the benefit of PBS, subject to the terms and conditions of this Agreement; and

WHEREAS, PBS has agreed to accept the EDI Grant from the IDA as an incentive to lease the PBS Arlington Facility through August 31, 2022, and to Maintain at least five hundred (500) Jobs at the PBS Arlington Facility, pursuant and subject to the terms and conditions of this Agreement; and

WHEREAS, the County Board, the IDA, and PBS desire to set forth their understanding and agreement as to the conditions, payout, and use of the EDI Grant proceeds, and the obligations of each of the Parties hereto.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements of the Parties hereto, as are hereinafter set forth, and for other good and valuable considerations, mutual benefits, promises, and undertakings of the Parties to this Agreement, the

receipt and adequacy of which are hereby acknowledged by each Party hereto, the Parties covenant and agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are an integral part of this Agreement and set forth the intentions of the Parties and the premises on which the Parties have entered into this Agreement. Accordingly, the foregoing 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 a meaning is expressly defined in this Agreement, each of the following terms shall have the meaning assigned to it, such definitions to be applicable equally to the singular and the plural forms of such terms and to all genders:

(a) **“Affiliate”** means with regard to either Party any corporation or other entity that directly or indirectly controls or is controlled by or is under common control with the Party. Control is defined to mean at least 50% ownership interest.

(b) **“EDI Grant Confirmation Date”** means August 31, 2020; August 31, 2021; and August 31, 2022, the dates on which PBS must have (i) Maintained the requisite number of cumulative Jobs at the PBS Arlington Facility, and (ii) leased and occupied the requisite amount of square footage at the PBS Arlington Facility, in accordance with the terms of this Agreement.

(c) **“EDI Grant Distribution Date”** means October 15, 2020; October 15, 2021; and October 15, 2022, the dates on which the IDA shall disburse to PBS all or the earned portion of the EDI Grant, in accordance with the terms of this Agreement.

(d) **“Maintain”** means, in relation to a specific Job, that the Job will continue without interruption from the date of occupancy of the PBS Arlington Facility through each EDI Grant Confirmation Date. A Job will be treated as Maintained during periods in which such positions are not filled due to (i) temporary reductions in PBS’s employment levels (so long as there is active recruitment for open positions) or (ii) strikes or other force majeure events and other temporary work stoppages.

(e) **“Job”** means (i) a permanent full-time job of indefinite duration at the PBS Arlington Facility for which standard fringe benefits are provided for the employee by PBS; (ii) a position filled by an employee of a contractor providing full-time, dedicated support to PBS where such positions are located at the PBS Arlington Facility and for which the contractor provides the standard fringe benefits; or (iii) a full-time job supported by grants where such positions are located at the PBS Arlington Facility. Each Job must require a minimum of either (i) 35 hours of an employee’s time per week for the entire normal year of PBS’s operations, which must consist of at least 48 weeks, or (ii) 1,680 hours of an employee’s time per year. Seasonal or temporary positions and positions with construction contractors, vendors, suppliers, and similar multiplier or spin-off jobs do not qualify as Jobs, except as provided above. The average annual wage for PBS’s Jobs on the date of measurement defined in Section 3(b) must be equal to or greater than Ninety Thousand Nine Hundred Seventeen Dollars (\$90,917.00), which is equal to the prevailing average

wage, as calculated by the Virginia Employment Commission through Q3 2018, in Arlington County, Virginia.

3. Covenants and Obligations.

(a) PBS covenants and agrees to lease at least one hundred twenty thousand three hundred twenty-eight (120,328) square feet of office space at the PBS Arlington Facility and to equip, operate, and maintain the Facility until August 31, 2022, (“**Facility Lease Target**”).

(b) PBS covenants and agrees to Maintain, at a minimum, 500 Jobs at the PBS Arlington Facility until August 31, 2022 (“**Jobs Target**”):

(c) PBS covenants and agrees that the average annual wage of the Jobs as of August 31, 2022, will be at least Ninety Thousand Nine Hundred Seventeen Dollars (\$90,917.00), which is equal to the prevailing average annual wage, as calculated by the Virginia Employment Commission through Q3 2018, in Arlington County, Virginia.

(d) For the purpose of PBS meeting its Jobs obligations under this Agreement, employees of PBS Affiliates at the PBS Arlington Facility will be attributed to PBS.

(e) PBS covenants and agrees to use the EDI Grant proceeds to pay for or reimburse the cost of relocating to the PBS Arlington Facility, including build-out, start-up, recruiting, and training expenses.

(f) PBS covenants and agrees to provide to the County Manager or his designee, as may be requested:

(i) copies of PBS’s quarterly filings with the Virginia Employment Commission covering any period from the Effective Date through August 31, 2022; and

(ii) such documentation and/or audits to verify (A) fulfilment of the Facility Lease Target, (B) fulfilment of the Jobs Targets, (C) the average annual wage of the Jobs as of August 31, 2022, and (D) the use of the EDI Grant proceeds.

The County Manager shall treat such filings, documentation and/or audits as confidential and will not release it to the public, except in accordance with Section 8(m).

4. IDA Covenants and Obligations. Upon receipt of the requisite moneys from the County Board to fund the EDI Grant payments to PBS, the IDA shall, subject to the Disbursement Prerequisites in Section 5 below, disburse the EDI Grant payments to PBS pursuant to Section 6 below.

5. Disbursement Prerequisites. Notwithstanding any other provision in this Agreement to the contrary, the obligation of the IDA to disburse all or the earned portion of an EDI Grant to PBS on the applicable EDI Grant Distribution Date, as set forth in the Grant

Distribution Schedule in Section 6(a), are subject to and conditioned on the fulfillment of the following preconditions (the “Disbursement Prerequisites”):

(a) Receipt of Notarized Affidavit. On or before September 15, 2020; September 15, 2021; and September 15, 2022, PBS must have provided the County Manager or his designee with a notarized affidavit, a *sample* of which is attached as **Exhibit A**, declaring, among other things:

(i) The cumulative number of Jobs Maintained by PBS at the PBS Arlington Facility as of the EDI Grant Confirmation Date for the corresponding EDI Grant Performance Period, listed in the Milestone Schedule below; and

(ii) The cumulative amount of square footage leased and occupied by PBS at the PBS Arlington Facility as of the EDI Grant Confirmation Date for the corresponding EDI Grant Performance Period, listed in the Milestone Schedule below; and

(iii) Whether PBS has fulfilled the milestones set forth in the following Milestone Schedule as of the EDI Grant Confirmation Date for the corresponding EDI Grant Performance Period.

(iv) **Milestone Schedule**

EDI Grant Confirmation Date	EDI Grant Performance Period	Cumulative Number of Jobs Maintained by PBS at the PBS Arlington Facility as of the EDI Grant Confirmation Date	Cumulative Square Footage Leased by PBS at the PBS Arlington Facility as of the EDI Grant Confirmation Date
8/31/2020	Effective Date – 8/31/2020	500	120,328
8/31/2021	9/1/2020 – 8/31/2021	500	120,328
8/31/2022	9/1/2021 – 8/31/2022	500	120,328

(b) Release of Tax Information. PBS must have executed the Authorization to Release Confidential Tax Information, attached hereto as **Exhibit B**, authorizing the Arlington County Commissioner of Revenue to release PBS’s business license tax (BPOL) and business tangible personal property tax information, if any, to the Arlington County Manager and his designees beginning with tax year 2019 and continuing for 10 years or the length of PBS’s lease at the PBS Arlington Facility, whichever is greater. The County will treat the tax information as confidential and will not release it to the public, except as part of composite real estate and employee-related revenue data in accordance with Section 8(n).

(c) Payment of Taxes. On or before August 31, 2020; August 31, 2021; and August 31, 2022, PBS must be current on all applicable property, business, professional, and occupational license taxes assessed to PBS by Arlington County.

(d) Appropriation and Transfer of Funds. The County Board must have appropriated and transferred moneys to the IDA that are sufficient to fund the disbursement of the

EDI Grant. The IDA shall have no responsibility to transfer funds to PBS beyond such funds as are transferred by the County Board to the IDA.

6. Disbursement of EDI Grants.

(a) Upon PBS’s satisfaction of the Disbursement Prerequisites in Section 5, on each EDI Grant Distribution Date, the IDA shall disburse to PBS all or the earned portion of the EDI Grant in accordance with the following Grant Distribution Schedule and subject to the Grant Distribution Conditions set forth in Section 6(b):

Grant Distribution Schedule

EDI Grant Confirmation Date	EDI Grant Distribution Date	EDI Grant Distribution Amount	Cumulative Jobs	Cumulative Leased Square Feet
8/31/2020	10/15/2020	\$0.00	500	120,328
8/31/2021	10/15/2021	Up to \$250,000.00	500	120,328
8/31/2022	10/15/2022	Up to \$250,000.00	500	120,328

(b) Grant Distribution Conditions.

(i) *Full Distribution of EDI Grant.*

A. Jobs Target. If, as of the applicable EDI Grant Confirmation Date, PBS has Maintained at least ninety percent (90%) of the required cumulative Jobs at the PBS Arlington Facility, then, on the corresponding EDI Grant Distribution Date, the IDA shall disburse to PBS fifty percent (50%) of the total corresponding EDI Grant Distribution Amount.

B. Facility Lease Target. If, as of the applicable EDI Grant Confirmation Date, PBS has leased at the PBS Arlington Facility at least ninety percent (90%) of the required cumulative leased square feet, then, on the corresponding EDI Grant Distribution Date, the IDA shall disburse to PBS fifty percent (50%) of the total corresponding EDI Grant Distribution Amount.

(ii) *No Distribution of EDI Grant.*

A. Jobs Target. If, as of an EDI Grant Confirmation Date, PBS has not Maintained at least ninety percent (90%) of the required cumulative Jobs at the PBS Arlington Facility, then on the corresponding EDI Grant Distribution Date, the IDA shall not disburse any amount to PBS for the Jobs portion of the EDI Grant.

B. Facility Lease Target. If, as of an EDI Grant Confirmation Date, PBS has not leased at the PBS Arlington Facility at least ninety percent (90%) of the required cumulative leased square feet, then on the corresponding EDI Grant Distribution Date, the IDA shall not disburse any amount to PBS for the Facility Lease portion of the EDI Grant.

7. Repayment of EDI Grant.

(a) Jobs Target. PBS must have Maintained at least four hundred fifty (450) cumulative Jobs at the PBS Arlington Facility as of August 31, 2022, or repay to the IDA all EDI Grant money that PBS received in connection with the Jobs Target.

(b) Facility Lease Target. PBS must have leased at least one hundred eight thousand two hundred ninety-six (108,296) cumulative leased square feet of office space at the PBS Arlington Facility by August 31, 2022, or repay to the IDA all EDI Grant money that PBS received in connection with the Facility Lease Target.

8. Miscellaneous Provisions.

(a) Notices, Demands, and Communications between the Parties. Formal notices, demands, and communications between the Parties shall be given by (i) personal service; (ii) reputable document delivery service, such as Federal Express, with a receipt showing date and time of delivery; or (iii) certified or first-class United States mail, postage prepaid, with a receipt showing date and time of delivery:

To the County: Arlington County
Office of the County Manager
2100 Clarendon Blvd, Suite 302
Arlington, Virginia 22201
Attn: Mark Schwartz, County Manager
Fax: (703) 228-3218
Email: MSchwartz@ArlingtonVA.US

With Copies to: Arlington County
Office of the County Attorney
2100 Clarendon Blvd, Suite 403
Arlington, Virginia 22201
Attn: Susan Stout, Assistant County Attorney
Fax: (703) 228-7106
Email: SStout@ArlingtonVA.US

Arlington County
Arlington Economic Development
1100 North Glebe Road, Suite 1500
Arlington, Virginia 22201
Attn: Alex Iams, Interim Director
Fax: (703) 228-0805
Email: AIams@ArlingtonVA.US

To PBS: *Until PBS has commenced beneficial use of the PBS Arlington Facility:*

Public Broadcasting Service
2100 Crystal Drive
Arlington, Virginia 22202
Attn: Tom Tardivo, Chief Financial Officer
Email: TTardivo@PBS.org

and

Public Broadcasting Service
2100 Crystal Drive
Arlington, Virginia 22202
Attn: Katherine Lauderdale, Chief Legal Officer
Email: KLauderdale@PBS.org

and

McGuire Woods Consulting, LLC
800 East Canal Street
Richmond, Virginia 23219
Attn: Christopher D. Lloyd
Email: CLloyd@MWCLLC.com

After PBS has commenced beneficial use of the PBS Arlington Facility:

Public Broadcasting Service
1225 South Clark Street
Arlington, Virginia 22202
Attn: Tom Tardivo, Chief Financial Officer
Email: TTardivo@PBS.org

and

Public Broadcasting Service
1225 South Clark Street
Arlington, Virginia 22202
Attn: Katherine Lauderdale, Chief Legal Officer
Email: KLauderdale@PBS.org

and

McGuire Woods Consulting, LLC
800 East Canal Street
Richmond, Virginia 23219
Attn: Christopher D. Lloyd
Email: CLloyd@MWCLLC.com

To the IDA:

Industrial Development Authority of Arlington County
2100 Clarendon Blvd, Suite 501
Arlington, Virginia 22201
Attn: Jason Friess, Secretary/Treasurer
Fax: (703) 224-3401
Email: JFriess@ArlingtonVA.US

Written notices, demands, and communications shall be sent in the same manner to other addresses that any Party designates in writing.

(b) Entire Agreement; Amendments. This Agreement constitutes the entire agreement among the Parties as to the EDI Grant and may not be amended or modified, except in writing signed by each of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. PBS may not assign its rights and obligations under this Agreement without the prior written consent of the County Board and the IDA which shall not be unreasonably withheld, conditioned, or delayed.

(c) Governing Law; Venue. This Agreement is made and is intended to be performed in Arlington County, Virginia, and shall be construed and enforced by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Arlington or in the United States District Court for the Eastern District of Virginia, and such litigation shall not be brought in any other court.

(d) No Third-Party Beneficiaries. No provision of this Agreement shall be construed to confer any rights upon any person or entity who is not a Party, whether as a third-party beneficiary or otherwise.

(e) Relationship of Parties. The provisions of this Agreement are intended solely for the purpose of defining the relative rights of the Parties and do not create any partnership, joint venture or other joint enterprise among the Parties.

(f) Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the other provisions will remain in force, to the extent that they are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

(g) Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and not for or against any Party by reason of the authorship or any other rule of construction that might otherwise apply. The Section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Agreement.

(h) Determinations: Disbursements.

(i) Any determination by the County Manager of fulfillment or non-fulfillment of the terms of this Agreement by PBS shall be binding on the IDA. The IDA may request such determinations by the County Manager as necessary.

(ii) The IDA shall have no responsibility to disburse any funds to PBS beyond the amount that the IDA has received from or on behalf of the County Board for the purpose.

(i) Non-Liability of Officials, Employees, and Agents. No member, official, employee or agent of the County Board or of the IDA shall be personally liable to PBS in the event of any default or breach by the County Board or by the IDA or for any amount that may become due to PBS or its successors or assigns PBS under the terms of this Agreement.

(j) Attorney's Fees. Each Party shall pay its own attorney's fees.

(k) Business Day Convention. If the date of any required action falls upon a weekend day or a holiday when the New York Stock Exchange is not open for business, the required action may be deferred to the next business day.

(l) Force Majeure. No Party will be held responsible for failing to fulfill an obligation under this Agreement if such failure is a result of a fire, riot, rebellion, natural disaster, war, act of terrorism, act of God or other cause that is beyond the control of the Party and that makes performance impossible or illegal.

(m) Confidentiality. Unless otherwise required by applicable law or regulation, the County Board and the IDA will use best efforts to keep all reports and other information submitted by PBS confidential and will not make such reports available publicly or as part of any Virginia Freedom of Information Act request, except that the County may include in periodic reporting to the County Board PBS's reported information concerning jobs Maintained, square feet leased, incentives that the County has paid to PBS, and composite tax and revenue data. If PBS's confidential reports and information are otherwise required to be made public or disclosed, the County Board or the IDA will notify PBS and will cooperate with PBS to redact any information that is not legally prohibited from being redacted. The County will destroy records that PBS submits to the County pursuant to this Agreement five years from the date on which the County Manager or his designee confirms to PBS in writing that this Agreement has been completed.

(n) 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. A facsimile, .pdf copy or other electronic signature (e.g., docusign) of this Agreement, when signed in compliance with this Section, is an enforceable, original agreement for all purposes.

(o) Dispute Resolution. In the event of any dispute, controversy or claim of any kind arising under this Agreement, upon the written request of either Party, each of the Parties

will designate a senior executive to meet with the other Party's designee in good faith and as necessary to attempt to resolve the dispute without formal proceedings. If the negotiated resolution of the dispute requires any Party to take, cause to be taken or cease taking some action, the Party must do so within a reasonable period of time, not to exceed ninety (90) days. No Party may initiate formal proceedings for the resolution of a dispute until the earlier of (a) a good faith mutual conclusion by the executives that amicable resolution through continued negotiation of the matter does not appear likely or (b) the 90th day after the initial request to negotiate the dispute. After either condition has occurred, a Party may file an action in the jurisdiction and venue stipulated in Section 8(c) of this Agreement and may pursue any other remedy available at law or in equity. Nothing in this Section 8(p) will, however, prevent or delay a Party from instituting formal proceedings to (i) avoid the expiration of any applicable limitations period or (ii) seek injunctive relief.

(p) Recognizing that it is in the best interest of both parties for the County to achieve sustained economic growth, PBS will periodically engage with the County Board and the County Manager to advise on Arlington's economic development strategies, such as highlighting important industry trends and/or business development opportunities (e.g., target companies or projects) that Arlington may wish to pursue. PBS will also periodically take reasonable measures to cooperate the County Board and the IDA in promoting Arlington's attributes as a place to do business.

[Signatures and acknowledgments appear on the following pages]

IN WITNESS WHEREOF, the County Board, the IDA, and PBS have each executed or caused to be executed, in duplicate, this Economic Development Incentive Grant Agreement.

Approved as to form:

**THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA, a
body corporate and politic of the
Commonwealth of Virginia**



Stephen A. MacIsaac, County Attorney

By: 

Mark Schwartz, County Manager

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON

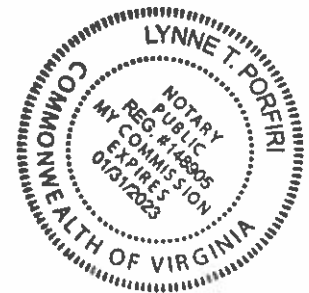
On this the 2nd day of December, 2019, before me personally appeared Mark Schwartz, who acknowledged himself to be the County Manager of Arlington County, Virginia, and, being authorized so to do, executed the foregoing instrument by signing the name of the County Board of Arlington County, Virginia, a body corporate and politic of the Commonwealth of Virginia, by himself as County Manager of Arlington County, Virginia.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My Commission Expires: 1/31/2023



**INDUSTRIAL DEVELOPMENT
AUTHORITY OF ARLINGTON
COUNTY, VIRGINIA**, a political
subdivision of the Commonwealth of
Virginia

By: Edwin L. Fountain
Edwin Fountain, Chair

ACKNOWLEDGMENT

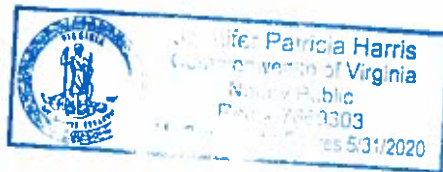
COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON

On this the 23 day of January, 2020, before me personally appeared Edwin Fountain, who acknowledged himself to be the Chair of the Industrial Development Authority of Arlington County, Virginia, and, being authorized so to do, executed the foregoing instrument by signing the name of the Industrial Development Authority of Arlington County, Virginia, a political subdivision of the Commonwealth of Virginia, by himself as Chair of the Industrial Development Authority of Arlington County, Virginia.

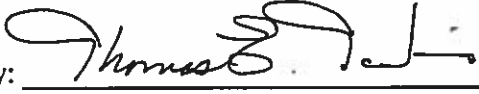
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jennifer Patricia Harris
Notary Public

My Commission Expires: 5/31/2020



**PUBLIC BROADCASTING SERVICE, a
501(c)(3) District of Columbia nonprofit
corporation**

By: 
Tom Tardivo, Chief Financial Officer
and Treasurer

ACKNOWLEDGMENT

STATE OF Virginia
COUNTY OF Arlington

On this the 4th day of December, 2019, before me personally appeared Tom Tardivo, who acknowledged himself to be the Chief Financial Officer and Treasurer of Public Broadcasting Service and, being authorized so to do, executed the foregoing instrument by signing the name of Public Broadcasting Service, a 501 (c)(3) District of Columbia nonprofit corporation, by himself as the Chief Financial Officer and Treasurer of Public Broadcasting Service.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission Expires: May 31, 2021



Exhibit A
Sample of the Required
NOTARIZED AFFIDAVIT

AFFIDAVIT OF PBS

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

[INSERT NAME], [Insert Title] of PUBLIC BROADCASTING SERVICE (“PBS”), a 501(c)(3) District of Columbia nonprofit corporation 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:

- (a) [Insert Name] is [Insert Title] of PBS and as [Insert Title] has been duly authorized to execute and deliver this Affidavit for and on behalf of PBS. The Affidavit is a requirement of the Arlington County Economic Development Incentive Grant Agreement dated _____, 20__, by and among the County Board of Arlington County, Virginia, the Industrial Development Authority of Arlington County and PBS (“Grant Agreement”). All actions required under PBS’s 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.
- (b) As of August 31, 20__ (the “EDI Grant Confirmation Date”):
 - (i) PBS has Maintained a total of _____ (____) cumulative Jobs at the PBS Arlington Facility;
 - (ii) PBS has leased and occupied _____ (____) cumulative square feet at the PBS Arlington Facility;
- (c) As of the EDI Grant Confirmation Date, PBS [has / has not] fulfilled the milestones set forth in Section 5(a)(iv) of the Grant Agreement for the preceding EDI Grant Performance Period.

**PUBLIC BROADCASTING SERVICE, a
501(c)(3) District of Columbia nonprofit
corporation**

By: _____
[Full Name], [Title]

Exhibit A
Sample of the Required
NOTARIZED AFFIDAVIT

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.

Subscribed and sworn to before me in the said City/County of _____,
Commonwealth of Virginia, this ___ day of _____, 20__.

My commission expires:

Notary Public
Notary Registration No. _____

[Reproducible Notarial Seal]

Exhibit A
Sample of the Required
NOTARIZED AFFIDAVIT

Attachment 1

Cumulative Jobs Maintained as of the EDI Grant Confirmation Date

Employee Number	Salary	Start Date
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Exhibit B
Sample of the Required
AUTHORIZATION TO RELEASE CONFIDENTIAL TAX INFORMATION



INGRID H. MORROY
COMMISSIONER

ARLINGTON COUNTY, VIRGINIA
OFFICE OF COMMISSIONER OF REVENUE
BUSINESS TAX DIVISION
2100 CLARENDON BOULEVARD, SUITE 208
ARLINGTON, VA 22201



OTILIO SABILLÓN
DEPUTY COMMISSIONER

AUTHORIZATION TO RELEASE CONFIDENTIAL TAX INFORMATION

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

Last four digits of taxpayer ID number (TEN, EIN or SS # to help locate the records): _____

The above named taxpayer gives the office of the Arlington County Commissioner of Revenue 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 the Arlington County Commissioner of Revenue,
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 tax assessed. (Note, the total 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 signing. 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.
[Please attach a page of company letterhead or a business card to this form.]

Signature of authorized representative

Print Name of Authorized Representative

Title (i.e. "CFO", "President", "Owner", etc.)

Date:

Telephone: _____ Email: _____

e-mail: business@arlingtonva.us phone: 703-228-3060 fax: 703-228-7048
Visit us on the Web at www.arlingtonva.us/cor