

FEDERAL SUBAWARD AGREEMENT

This Federal Subaward Agreement (the “Agreement” or “Subaward”) is made as of July 6, 2020, by and between **FAIRFAX COUNTY** (“the County”) and the **TOWN OF VIENNA**, (“Town” or “Subrecipient”) (collectively, the “Parties”).

ARTICLE 1 RECITALS

- 1.1 On March 27, 2020, the Federal government signed into law the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Fairfax County, Virginia received a direct payment from the Federal government acting through the U.S. Department of the Treasury (“Treasury”) pursuant to the CARES Act, which amended the Social Security Act by adding Title VI: Coronavirus Relief Fund. The Coronavirus Relief Funds (CRF) allocation made available to Fairfax County through the CARES Act was determined using the population data from the 2019 census. The population count included the populations of towns within Fairfax County’s borders.
- 1.2 The Treasury Guidance and Frequently Asked Questions dated April 22, May 4, May 28, and June 24, 2020 permits Fairfax County to transfer a portion of its CRF to the towns within the county so long as the transfer of funds qualifies as a “necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance.”
- 1.3 Consistent with this guidance, on April 29, 2020, Fairfax County transferred a portion of its CRF to the towns located within Fairfax County’s jurisdiction. The allocation to each town by Fairfax County was based on the population count, specifically the 2019 census data.
- 1.4 Fairfax County awarded the Town of Vienna CRF monies in the amount of \$2,886,552.

NOW, THEREFORE, in consideration of the mutual covenants of the Parties, and for other good and valuable consideration, the receipt and legal sufficiency of which the Parties acknowledge, the Parties agree as follows:

Subrecipient Name: Town of Vienna
 Subaward Title: Coronavirus Relief Fund
 Subaward Number: 4400010001
 CFDA: 21.019

ARTICLE 2 FEDERAL AWARD IDENTIFICATION

- 2.1 In accordance with Title 2 U.S. Code of Federal Regulations (CFR) Part 200.331(a), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the following notification is to designate the use of federal funds in this Subaward:

Subrecipient Name	Town of Vienna
Subrecipient DUNS Number	07-481-6364
Federal Award Identification Number (FAIN)	N/A
Federal Award Date	03/27/2020
Subaward Period of Performance	03/01/2020 to 12/30/2020
Amount of Federal Awards Obligated by this action	\$2,886,552
Total Amount of Federal awards obligated to date, including current obligation	\$2,886,552
Total Amount of Federal Awards Committed	\$2,886,552
Federal Award Project Description	Payments must be used for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19).
Name of Federal Awarding Agency	The Department of the Treasury
Name of Pass-Through Entity	Fairfax County
Fairfax County Awarding Official	Cathy A. Muse Director/County Purchasing Agent Department of Procurement and Material Management 703-324-3206
CFDA #	21.019
CFDA Program Title	Coronavirus Relief Fund
Award for Research & Development	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Indirect Cost Rate for Federal Award	<input type="checkbox"/> Federally approved indirect cost rate <input type="checkbox"/> 10% <input checked="" type="checkbox"/> None <input type="checkbox"/> Other: (Specify %) _____

ARTICLE 3 TERM

- 3.1 Period of Agreement. This Subaward agreement is effective March 1, 2020 through December 30, 2020.

ARTICLE 4 USE OF FUNDS

- 4.1 The maximum amount of Federal funds available to the Subrecipient is \$2,886,552. This amount is for the Federal award period of March 1, 2020 through December 30, 2020.
- A. The Subrecipient designates \$1,000,000 of the federal funds award to be allocated to Fairfax County for use by the Fairfax RISE-COVID-19 Small Business and Nonprofit Relief Grant (Fairfax RISE) to provide supplemental support to eligible small business and nonprofit entities located in the Town of Vienna. The grant program is being administered in coordination among Fairfax County, the Fairfax County Economic Development Authority, and the Community Business Partnership.
- 4.2 The Town's proposed uses of the funds received as direct payment from Fairfax County under 42 U.S.C.A. § 801(d) will be used only to cover those costs that:
- A. Are reasonable and necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- B. Were not accounted for in the budget most recently approved as of March 27, 2020, for the Town; and
- C. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
- 4.3 Any funds that are not expended or that will not be expended on necessary expenditures on or before December 30, 2020, by the Town or its grantee(s), must be returned to Fairfax County no later than November 30, 2020.
- 4.4 Except as may be permitted by the federal government, the Town will not receive continued CRF monies beyond December 30, 2020, to continue paying expenses or providing services that were initiated or previously supported from CRF monies prior to December 30, 2020.
- 4.5 The funds received as a direct payment from Fairfax County pursuant to this agreement must adhere to official federal guidance issued or to be issued regarding what constitutes a necessary expenditure.
- 4.6 If Fairfax County or any federal agency determines that the Town has used any Funds not in accordance with 42 U.S.C.A. § 801(d), as implemented by Treasury, or any Funds have been the subject of fraud, waste, abuse, and/or mismanagement by the Town, the Town will remit payment to Fairfax County within 30 days of such determination equal to the amount of such Funds so disbursed.
- 4.7 Any funds provided pursuant to this agreement cannot be used as a revenue replacement for lower than expected revenue collections from taxes, fees, or any other revenue source.

Any CRF funds received pursuant to this federal subaward agreement will not be used for

expenditures for which the Town has received funds from any other emergency COVID-19 supplemental funding (whether state, federal, or private in nature) for that same expense nor may CRF funds be used for purposes of matching other federal funds unless specifically authorized by federal statute, regulation, or guideline.

- 4.8 The Town agrees it will execute any additional agreements or documentation required pursuant to other guidance and requirements issued by the federal government, including but not limited to the U.S. Department of the Treasury.
- 4.9 As the Subrecipient staff are not bonafide County employees, the Subrecipient is solely responsible for all payroll withholdings and deductions.

ARTICLE 5 REPORTING REQUIREMENTS

- 5.1 As a condition of receiving the CRF monies pursuant to this agreement, the Town 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 produced to Fairfax County upon request.
- 5.2 The Town must maintain proper accounting records to segregate these expenditures from those supported by other fund sources and that all such records will be subject to audit.
- 5.3 Unless prescribed otherwise by federal guidance to be issued, Town must use the reporting templates provided in Attachment A: Report Forms to submit interim monthly reports showing the monthly expenditures within five (5) calendar days following the end of the month, in accordance with the following schedule, unless otherwise requested or agreed to by Fairfax County:

Report Type	Reporting Period	Submission Due Date
Interim	March 1, 2020 – June 30, 2020	July 10, 2020
Interim	July 1, 2020 – July 31, 2020	August 5, 2020
Interim	August 1, 2020 – August 31, 2020	September 5, 2020
Interim	September 1, 2020 – September 30, 2020	October 5, 2020
Interim	October 1, 2020 – October 31, 2020	November 5, 2020
Interim	November 1, 2020 – November 30, 2020	December 5, 2020
Final	December 1, 2020 – December 30, 2020	January 5, 2021

- 5.4 Audited Financial Statements: The Subrecipient will submit the following to the County within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever comes first:
- A. Annual Audited Financial Statements and related footnotes and supplemental schedules, to include your Balance Sheet/Statement of Financial Position, Income Statement/Statement of Activities, Statement of Cash Flows, and Independent Auditor's Report/Opinion Letter; unless required to submit the single audit report(s) package on-line to the Federal Audit Clearinghouse;
- B. Independent Auditor's issuance of any Management Letter Comments (MLC), or a statement

that no MLC letter was issued;

C. Corrective Action Plans for all audit findings and status of all prior year audit findings;

D. Management's Discussion and Analysis (MD&A), if applicable, or a statement that no MD&A was prepared and presented in the financial statements.

- 5.5 Within ten (10) business days of issuance, the Subrecipient must submit to the County any audits, compliance or operational reviews by any other government entities as it relates to this specific program or the Subrecipient's overall operations.
- 5.6 Within ten (10) business days of occurrence, the Subrecipient must notify the County of any financial difficulties or internal control issues that are found that could impair the continuing operability of County funded programs, as they may occur.
- 5.7 Within ten (10) business days, the Subrecipient must report to the County organizational changes to include changes in address (headquarters or program site), financial solvency and key personnel in management or personnel providing services under this subaward (vacancies/new hires).

ARTICLE 6 MONITORING

- 6.1 In accordance with 2 CFR § 200.331(b), each Subrecipient's risk of noncompliance with federal statutes, regulations and the terms and conditions of the Subaward for purposes of determining the appropriate subrecipient monitoring will be determined through the completion of a Risk Assessment administered by the County.
- 6.2 The result of the Risk Assessment will determine the level of subrecipient monitoring required which may include, but not be limited to, the following:
- A. Review of financial and programmatic reports;
 - B. Review of performance and internal controls;
 - C. Analysis of required reports and invoices;
 - D. Review of subrecipient's policies and procedures;
 - E. Review of subrecipient's Governing Board documents;
 - F. Review of subrecipient's Management Letter;
 - G. On-site reviews and/or desk reviews;
 - H. Interviews with, or survey of relevant agencies/organizations and individuals having knowledge of the Subrecipient's services or operations;
 - I. Review of audit reports and results of federal agency monitoring, and
 - J. Other mechanisms deemed appropriate by the County.
- 6.3 The Subrecipient must follow-up and take appropriate corrective action on all deficiencies pertaining to the Subaward, as detected through audits, monitoring activities or through other means. Appropriate correction action must be done promptly.
- 6.4 The Subrecipient must furnish to the County, upon request, information regarding payments

claimed for services under this Subaward. All accounting records must be supported by source documentation and retained in order to show for what purposes funds were spent. All such records, including financial statements, shall be made available and produced for inspection when required by the County, its authorized agents, and/or state or federal personnel.

ARTICLE 7 PAYMENT

- 7.1 The parties agree that \$2,886,552 of CRF monies was transferred from Fairfax County to the Town on April 29, 2020. Subsequently, the Town agrees to transfer \$1,000,000 of these funds to the County on or before July 31, 2020 in accordance with 4.1.A. Fairfax County acknowledges this transfer is to be used in accordance with the terms and conditions of Fairfax RISE-COVID-19 Small Business and Nonprofit Relief Grant program.

ARTICLE 8 POST AWARD REQUIREMENTS

- 8.1 In accordance with 2 CFR § 200.303, the Subrecipient must establish and maintain effective internal control over the Subaward that provides reasonable assurance that the Subrecipient is managing the Subaward in compliance with federal statutes, regulations, and the terms and conditions of the Subaward.
- 8.2 Upon discovery of illegal activities including, but not limited to, employee embezzlement, theft of program assets, bribery, gratuities, or fraud, the Subrecipient must immediately report the activity to policing authorities for investigation and, in writing, to the County.

ARTICLE 9 NONCOMPLIANCE AND TERMINATION

9.1 REMEDIES FOR NONCOMPLIANCE:

- A. If the Subrecipient fails to comply with Federal statutes, regulations or the terms and conditions of the Subaward, the County may impose additional conditions. If the County determines that the Subrecipient's noncompliance cannot be remedied by imposing additional conditions, the County may take one or more of the following actions, as appropriate:
1. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 2. Wholly or partly suspend or terminate the Subaward.
 3. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180.
 4. Withhold further federal subawards for the project or program.
 5. Take other remedies that may be legally available.

9.2 TERMINATION:

A. The Subaward may be terminated in whole or in part as follows:

1. By the County if the Subrecipient fails to comply with the terms and conditions of the Subaward;
2. By the County for cause;
3. By the County upon termination of the Federal award by the Federal awarding agency.
4. By the County with the consent of the Subrecipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
5. By the Subrecipient upon sending to the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the County determines in the case of partial termination that the reduced or modified portion of the Subaward will not accomplish the purposes for which the Subaward was made, the County may terminate the Subaward in its entirety.

B. If the Subaward is terminated or partially terminated, the Subrecipient remains responsible for compliance with any applicable federal closeout and post-closeout adjustments and continuing responsibilities requirements.

9.3 NOTIFICATION OF TERMINATION:

- A. In the event of a termination by the County, the County must provide the Subrecipient a notice of termination.
- B. If the subaward is terminated for the Subrecipient's failure to comply with Federal statutes, regulations, or terms and conditions of the Federal award, the notice of termination must state that the termination decision may be considered in evaluating future applications received from the Subrecipient.

9.4 OPPORTUNITIES TO OBJECT, HEARINGS, AND APPEALS: The County must comply with any requirements for hearings, appeals, administrative proceedings, to which the Subrecipient is entitled under any statute or regulation applicable to the action involved.

9.5 EFFECTS OF SUSPENSION AND TERMINATION: Costs to the Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of a subaward are not allowable unless the County expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

- A. The costs result from obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, are not in anticipation of it; and
- B. The costs would be allowable if the subaward was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

ARTICLE 10 SUBAWARD CLOSE OUT & POST CLOSE OUT ADJUSTMENTS

10.1 The closeout of the Subaward does not affect any of the following:

- A. The rights of the County to disallow costs and recover funds because of a later audit or other review. Any disallowance determinations and notifications made by the County must be made in writing and within the record retention period.
- B. The obligation of the Subrecipient to return any funds as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
- C. Audit requirements in 2 CFR Part 200, Subpart F—Audit Requirements.
- D. Property management and disposition requirements.
- E. Records retention as required in Article 11 below.

10.2 After closeout of the Subaward, a relationship created under the Subaward may be modified or ended in whole or in part with the consent of the County and the Subrecipient, provided the responsibilities of the Subrecipient referred to in paragraph (11.1) of this section, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the Subrecipient, as appropriate.

ARTICLE 11 RECORD RETENTION, ACCESS, AND AUDIT

11.1 The Subrecipient will adhere to the following retention requirements for records:

- A. Financial records, supporting documents, statistical records, and all other Subrecipient entity records pertinent to the Subaward must be retained for a period of three (3) years from the date of submission of the final expenditure report or three (3) years from the date of the annual financial report for federal awards renewed quarterly/annually. The only exceptions are the following:
 - 1. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;
 - 2. When the Subrecipient is notified in writing by the County, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to

extend the retention period;

3. Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition;
4. If records are transferred to or maintained by the County, the three (3) years retention requirement is not applicable to the Subrecipient;
5. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the Subrecipient fiscal year in which the program income is earned.

11.2 The Subrecipient will provide the County, its authorized agents, and/or state or federal personnel access to the Subrecipient's records and financial statements as necessary for the County to meet the requirements of 2 CFR § 200.331(a)(5) or under the following conditions:

- A. If the Subaward is terminated for any reason in accordance with the provisions of these Subaward documents in order to arrive at equitable termination costs;
- B. In the event of a disagreement between the Subrecipient and the County on the amount due the Subrecipient under the terms of this agreement;
- C. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Subrecipient's efficiency or effectiveness under this Subaward;
- D. If it becomes necessary to determine the County's rights and the Subrecipient's obligations under the Subaward or to ascertain facts relative to any claim against the Subrecipient that may result in a charge against the County;
- E. If at any time during the course of the Subaward there are indications that the financial solvency of the Subrecipient may affect its ability to complete the terms of this agreement.

These provisions for an audit shall give the County access during normal working hours to the Subrecipient's books and records under the conditions stated above.

11.3 The Subrecipient further agrees to comply with the audit and reporting requirements defined by Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable. A Subrecipient who expends \$750,000 or more in combined federal funding during the Subrecipient's fiscal year is required at its expense to have an independent audit performed annually in accordance with the provisions of these parts. The single audit report(s) package must be submitted on-line to the Federal Audit Clearinghouse within the earliest of 30 calendar days after receipt of the auditor's report(s) by the Subrecipient, or nine months after the end of the audit period (<https://harvester.census.gov/facweb/>).

11.4 The Subrecipient who expends less than \$750,000 in combined federal funding during the Subrecipient's fiscal year is required at its expense to have an independent audit of its financial

statements performed annually in accordance with the provision of these parts. Federal funds are not to be used for Subrecipients exempt from the Single Audit Act or Subpart F unless included in the indirect cost pool for a cost allocation plan or indirect cost proposal. The Subrecipient will provide the annual audit report including the opinion letter, management letter, income statement, balance sheet, and notes to the financial statements, within nine months after the end of the Subrecipient's fiscal year.

- 11.5 Subrecipient to submit a schedule of federal expenditures including grant name, CFDA number, and total yearly expenditures in accordance with 2 CFR 200.507 (b)(2).
- 11.6 In accordance with 2 CFR § 200.521, the County is responsible for issuing a management decision for audit findings that relate to the Subaward within six months of acceptance of the audit report by the Federal Audit Clearinghouse. The Subrecipient must initiate and proceed with corrective action as rapidly as possible and corrective action should begin no later than upon receipt of the Subrecipient's audit report.
- 11.7 The Town will fully cooperate with the U.S. Department of the Treasury Office of the Inspector General, the Pandemic Response Accountability Committee, or any other federal agency, for the purpose of preventing and detecting fraud, waste, abuse, mismanagement of any Funds disbursed by the County to the Town, including making any and all books, documents, papers, and records of the Town related to the Project available for audit and examination.

ARTICLE 12 REQUIRED CERTIFICATIONS

- 12.1 Required Certifications include:
 - A. Debarment and Suspension. The Subrecipient certifies, by execution of Attachment B, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting County staff.
 - B. Byrd Anti-Lobbying Certification. Pursuant to 31 U.S.C. 1352 et seq., the Subrecipient certifies by execution of Attachment C that it adheres to the federal restrictions on lobbying using federal funds.
 - C. Conflict of Interest. Pursuant to 2 CFR § 200.112, the Subrecipient must disclose in writing any conflict of interest to the County in accordance with applicable Federal awarding agency policy.

ARTICLE 13 CLAIMS BETWEEN PARTIES

- 13.1 Neither party shall be responsible to the other party for losses and/or claims that result solely from

the errors, omissions, or negligent acts of the other party, its officers, employees, volunteers or agents. Nothing herein shall be deemed an expressed or implied waiver of the sovereign immunity of the U.S. Department of Treasury or Fairfax County.

ARTICLE 14

REPRESENTATIONS AND WARRANTIES

- 14.1 Organization and Good Standing. The Subrecipient is a political subdivision of the Commonwealth of Virginia.
- 14.2 Authorization and Binding Effect of Documents. The execution and delivery of this Agreement by the Subrecipient has been duly authorized by all necessary organizational action. The Town understands that the County of Fairfax will rely on this certification as a material representation in making a direct payment to the Town.

ARTICLE 15

MISCELLANEOUS

- 15.1 Compliance with Federal, State, and County Laws. The Subrecipient must comply with all applicable federal and state laws, and with all County ordinances and requirements.
- 15.2 Amendments. Except as otherwise provided in this Agreement, any and all amendments, additions or deletions to this Agreement are null and void unless approved by the Parties in writing.
- 15.3 Conditional Funding Notification. The Parties agree that this Subaward supersedes any terms or conditions included in the Conditional Funding Notification provided by the County to its subrecipient.
- 15.4 Non-Discrimination. During the performance of this Subaward, the Subrecipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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 Subrecipient, in accordance with Article 3, Section 2 of the Fairfax County Purchasing Resolution, as amended. Subrecipient will abide by the other requirements as stated forth in the Non-Discrimination provisions as set forth in Article 3, Section 2 of the Fairfax County Purchasing Resolution, as amended.
- 15.5 Drug Free Workplace. During the performance of this Subaward, the Subrecipient agrees to provide a drug-free workplace for the Subrecipient's employees in accordance with Article 3, Section 2 of the Fairfax County Purchasing Resolution, as amended and 2 CFR Part 182.
- 15.6 Americans with Disabilities Act Requirements. The County is fully committed to the federal Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. The County's Subrecipients, lower tier Subrecipients, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County Subaward or contractual agreement must make the same commitment. Acceptance of this Subaward by the Subrecipient acknowledges the Subrecipient's commitment and compliance

with ADA.

- 15.7 Venue. This Subaward and its terms, including, but not limited to, the parties' obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. Any and all disputes, claims and causes of action arising out of or in connection with this Subaward or any performance hereunder, shall be brought in the state courts of Fairfax County, Virginia, or in the United States District Court, Eastern District of Virginia, Alexandria Division.
- 15.8 Immigration Reform and Control Act. Subrecipient agrees that it does not, and shall not, during the performance of the Subaward for goods and services in the Commonwealth; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- 15.9 Freedom of Information Act. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under the Subrecipient's control except as required under 2 CFR § 200.315 (Intangible property). Unless required by Federal, state, or local statute, the Subrecipient is not required to permit public access to its records. The Subrecipient's records provided to a Federal agency and the County generally will be subject to FOIA and applicable exemptions.
- 15.10 Protected Personally Identifiable Information (PII). The Subrecipient must take reasonable measures to safeguard protected PII and other information the County designates as sensitive or the Subrecipient considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.
- 15.11 Payment Card Industry Data Security Standards ("PCI-DSS"). If during the course of normal business operations the Subrecipient accepts electronic payments by payment card, including but not limited to debit cards and/or credit cards branded by VISA, MasterCard, Discover and/or American Express, then the Subrecipient shall at all times be responsible for and required to:
- A. Ensure that all systems and technology adhere to the current PCI-DSS as required by the merchant service provider utilized by the Subrecipient; and
 - B. Provide upon request to the County evidence of PCI-DSS adherence for the Subrecipient's current evaluation period.

If after receiving the subaward, the Subrecipient begins accepting electronic payments by payment card, the above becomes enforceable immediately without notification required by either party, nor addendum to this agreement.

- 15.12 One Fairfax. One Fairfax is a social and racial equity policy that was adopted by the Board of Supervisors on November 21, 2017. The policy commits both the Board of Supervisors and the Fairfax County School Board to intentionally consider equity in decision-making and in the development and delivery of future policies, programs and services. It's a declaration that all

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residents deserve an equitable opportunity to succeed if they work hard – regardless of their race, color, sex, nationality, sexual orientation, income or where they live. Subrecipients must adhere to this policy and provide supporting documentation upon request. The One Fairfax policy can be read in its entirety at:

<https://www.fairfaxcounty.gov/topics/sites/topics/files/assets/documents/pdf/one-fairfax-policy.pdf>.

- 15.13 County Owned or Leased Property. If the Subrecipient provides services under this agreement in county owned or leased property, then the Subrecipient shall execute a License Agreement with the Fairfax County Facilities Management Department for occupancy during the effective period of this agreement.
- 15.14 Registration in System for Award Management (SAM). If registered in SAM, the subrecipient must maintain an active SAM registration with current information at all times. Additionally, the subrecipient must perform due diligence in renewing and updating a SAM registration timely. Failure to do this may result in termination of the subaward.

ARTICLE 16 COUNTY CONTACT

- 16.1 Any questions pertaining to this Subaward Agreement shall be directed to:

Edwin De Castro, Contract Analyst
Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0014
Telephone Number: (703) 324-3597
E-mail: edwin.decastro@fairfaxcounty.gov

ACCEPTED BY:

Town of Vienna

Fairfax County Government

Signature: _____

Signature: _____

Name: _____

Name: Cathy A. Muse

Title: _____

Title: Director/County Purchasing Agent

Date: _____

Date: _____

Subrecipient Name: Town of Vienna
Subaward Title: Coronavirus Relief Fund
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Attachment A: Report Forms

Interim Report

Organization Name:

Contact Name:

Email:

Phone:

Website:

Award Total:

Interim Report Period: _____, 2020 to _____, 2020

Provide a detailed budget of expenditures for this funding during the Interim Report Period. Additional details can be provided in a brief supplemental narrative.

Category	Total Award Budget	Interim Amount Spent	Balance Remaining
Employee Salaries			
Employee Fringe Benefits			
Employee Payroll Taxes			
Hazard Pay			
Personal Protective Equipment			
Facility and Other Modifications			
Information Technology (Operations)			
Media and Communication			
Expanded Cleaning and Supplies			
Other (provide detail):			
Other (provide detail):			
Other (provide detail):			
Total			

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

Printed Name of Representative: _____

Signature/Date: _____/_____

Subrecipient Name: Town of Vienna
Subaward Title: Coronavirus Relief Fund
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Attachment A: Report Forms

Final Report Due by January 5, 2021

Organization Name:
Contact Name:
Email:
Phone:
Website:
Award Total:
Final Report Period: _____, 2020 to _____, 2020

Provide a detailed budget of expenditures for this funding during the Interim Report Period. Additional details can be provided in a brief supplemental narrative.

Category	Total Award Budget	Interim Amount Spent	Balance Remaining
Employee Salaries			
Employee Fringe Benefits			
Employee Payroll Taxes			
Hazard Pay			
Personal Protective Equipment			
Facility and Other Modifications			
Information Technology (Operations)			
Media and Communication			
Expanded Cleaning and Supplies			
Other (provide detail):			
Other (provide detail):			
Other (provide detail):			
Total			

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

Printed Name of Representative: _____

Signature/Date: _____/_____

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Attachment B: Debarment and Suspension

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by the Subrecipient entering into this Subaward.

1. The Subrecipient certifies, to the best of its knowledge and belief, that neither the Subrecipient nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of Subawards from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Subrecipient shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time during the period of this Subaward, the Subrecipient learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Subrecipient rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate this Subaward for default.

Printed Name of Representative: _____

Signature/Date: _____/_____

Company Name: _____

Address: _____

City/State/Zip: _____

DUNS No: _____

Subrecipient Name: Town of Vienna
Subaward Title: Coronavirus Relief Fund
Subaward Number: 4400010001
CFDA: 21.019

Attachment C: Byrd Anti-Lobbying Certification

31 U.S.C. 1352 et seq.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds or than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The SUBRECIPIENT, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the SUBRECIPIENT understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Printed Name of
Representative: _____

Signature/Date: _____

Company Name: _____

Address: _____

City/State/Zip: _____

DUNS: _____