

**FISCAL AGENT AND
FEDERAL SUBAWARD AGREEMENT
FOR COVID-19 MUNICIPAL UTILITY RELIEF PROGRAM**

This Fiscal Agent and Federal Subaward Agreement (the “Agreement” or “Subaward”) is made as of April 26, 2021, by and between **FAIRFAX COUNTY** (“the County”) and the **Town of Vienna**, (“Town” or “Subrecipient”) (and together with the County collectively, the “Parties”), recites and provides as follows.

RECITALS

- R.1 On March 27, 2020, the Federal government signed into law the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act. Among the relief provided through the CARES Act, the federal government created the Coronavirus Relief Fund (CRF), which provided direct financial assistance to state and local governments.
- R.2 The Commonwealth of Virginia (“Commonwealth”) 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.
- R.3 On November 18, 2020, the Commonwealth enacted an amended Appropriations Act, which appropriated \$100,000,000 of the Commonwealth’s CRF monies to “provide direct assistance” to utility customers. 2020 Va. Acts at Ch. 1289 (available at <https://budget.lis.virginia.gov/bill/2020/2/HB5005/Chapter/>). The appropriated amount, \$100,000,000, was allocated to the COVID-19 Municipal Utility Relief Program (the Program). The purpose of the funding is to allow municipal utilities providing electric, gas, water, and wastewater services to set up local utility relief programs for eligible customers impacted by COVID-19. The Program is administered by the Commonwealth’s Department of Housing and Community Development (“DHCD”), the Virginia State Corporation Commission (“SCC”), and the Department of Accounts (“DOA”). The arrearage assistance will cover the period from March 1, 2020 through December 31, 2021 (“Eligible Cost Period”).
- R.4 Funds allocated to the Program for use by the Town (“Program Funds”) may only be used for permitted uses under the CRF, and as explained by Treasury guidance CRF monies may only be used to cover costs that “are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19).” See Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments (“the CRF Guidance”) (September 2, 2020) (available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>). Under the Guidance, a “necessary expenditure” includes “expenditures incurred to allow” the state or local government “to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.” Guidance at p. 1.
- R.5 From the onset of the COVID-19 public health emergency, public health organizations including the federal Centers for Disease Control and Prevention (“CDC”) and the Virginia Department of

Health have urged individuals to wash their hands frequently as a basic and essential way to prevent the spread of COVID-19. See <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>; see also <https://www.vdh.virginia.gov/coronavirus/prevention-tips/>.

- R.6 While the essential nature of a clean, safe water supply for maintenance of the public health is axiomatic, the recent public health guidance reinforces the public health need for uninterrupted access to a reliable water system in the context of the COVID-19 public health emergency.
- R.7 Despite the criticality of access to water, the Parties understand that many individuals and businesses are experiencing economic hardship due to unemployment and business interruptions caused by the COVID-19 public health crisis that may impair the ability of individuals and businesses to pay for water and other utility services.
- R.8 As an eligible “municipal utility” within the meaning of the Program, the Town of Vienna timely applied to the Program for an allocation of Program Funds for the purpose of providing direct assistance to its customers. As detailed in application guidance issued by DHCD with respect to the Program, each municipal utility must partner with a county or city to act as the fiscal agent to receive funds through the DOA. Following receipt of the funds, the Fiscal Agent will then forward the funds to the partner municipal utility to implement the program for the benefit of the utility’s customers.
- R.9 The Commonwealth has now awarded Program Funds in the amount of \$49,290.06 to the Town of Vienna. Those Program Funds will have been transferred to the County, as fiscal agent for the Town with respect to the Municipal Utility Relief Program. Further guidance from the DHCD requires that the Town and the County enter into this Agreement to assure compliance with federal and state law. Consequently, the County and the Town now wish to agree upon the terms and conditions pursuant to which (a) the County will serve as fiscal agent for the Town for purposes of receipt and transfer of the Program Funds to the Town; and (b) the Town will administer and apply its Program Funds, all in the manner provided in this Agreement.

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:

ARTICLE 1 APPOINTMENT OF FISCAL AGENT

- 1.1 The Town of Vienna hereby appoints the County to serve as the Town’s fiscal agent during the Term, as required by DHCD for receipt of Program Funds by municipal utilities under the Program and for the limited purposes set forth in this Agreement. The County accepts such appointment and, together with the Town, agrees to cooperate in the efficient and effective implementation of the Program as it relates to the provision of direct assistance to Eligible Customers, as defined below.
- 1.2 As employed in this Agreement, the term “Eligible Customer” means a person or entity who received water and/or wastewater service from the Town during the Program Period as a residential or non-residential customer and who: (a) has incurred arrearages for water and/or

Subrecipient Name: Town of Vienna
Subaward Title: CRF Municipal Utility Relief Program
Subaward Number: 4400010276
CFDA: 21.019

wastewater service during the Program Period that are 30 days past due; (b) has experienced an economic hardship resulting directly or indirectly from the COVID-19 pandemic; (c) has not previously received CRF assistance with respect to such arrearages from any other source; and (d) on or before December 1, 2021, submits to the Town a completed, signed Customer Intake Form in substantially the form attached hereto as Attachment A (the “Customer Intake Form”) evidencing satisfaction of all Program requirements. Submission of the Customer Intake Form also may be accomplished verbally through a telephone call with a representative of Town and the Eligible Customer, so long as responses to information requested in the Customer Intake Form is documented.

1.3 In its capacity as fiscal agent for the Town, the County will:

- A. Receive the Program Funds from the DOA and promptly transfer it to the Town by wire transfer;
- B. Execute, along with the Town, the Certification required by the DHCD, including the information required in the Certification Addendum, as set forth in Section 2.1 of this Agreement; and
- C. Perform such other duties as are set forth in this Agreement.

ARTICLE 2 FEDERAL AWARD IDENTIFICATION

2.1 In accordance with Title 2 U.S. Code of Federal Regulations (CFR) Part 200.332 (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	07-4816-364
Federal Award Identification Number (FAIN)	N/A
Federal Award Date	03/27/2020
Subaward Period of Performance	03/01/2020 to 12/31/2021
Amount of Federal Awards Obligated by this action	\$49,290.06
Total Amount of Federal awards obligated to date, including current obligation	\$49,290.06
Total Amount of Federal Awards Committed	\$49,290.06
Federal Award Project Description	Coronavirus Relief Fund: Municipal Utility Relief Program to Assist Customers
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

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Subaward Title: CRF Municipal Utility Relief Program
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CFDA: 21.019

	703-324-3206
CFDA #	21.019
CFDA Program Title	Coronavirus Relief Funds
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 31, 2021 (the Term).

ARTICLE 4 USE OF FUNDS

- 4.1 The maximum amount of Federal funds available to the Subrecipient is \$49,290.06, also referred to in this Agreement as the Program Funds. This amount is for the Federal award period of March 1, 2020 through December 31, 2021, with Final Report due January 5, 2022
- A. In consultation with the County and consistent with the Commonwealth's Municipal Utility Relief Fund, the Subrecipient will designate a portion of the federal funds for Fairfax County Wastewater customers. The Subrecipient will administer the "Wastewater Funds" with respect to the County's eligible wastewater customers as detailed in Article 4.11.
- 4.2 The Subrecipient shall use the awarded Program Funds to provide utility arrearage assistance to residential and non-residential customers experiencing economic hardship resulting from the COVID-19 pandemic in accordance with the Program Rules, including the following:
- A. The Subrecipient must apply the Program Funds only for arrearages incurred by Eligible Customers with respect to Eligible Cost Period; however up to 5% of the Program Funds may be applied in accordance with DHCD Guidance to direct administrative costs to support Town's management of this Program.
- B. The Subrecipient must prioritize assistance first to customers with accounts over 60 days in arrears and then for accounts 30 days in arrears.
- C. To the extent possible, the Subrecipient must satisfy one hundred percent of the Eligible Customer's arrearages with respect to the Eligible Cost Period.
- D. The Subrecipient may establish a maximum award amount for non-residential customers to ensure a majority of the Program Funds are not awarded to large customers.

- E. The Subrecipient will evaluate and identify Eligible Customers based upon (i) the Subrecipient's customer account records for water and/or wastewater services; and (ii) the statements and certifications of the Town's customers made in the Customer Intake Forms and submitted to the Town in accordance with the forms' instructions.
 - F. As set forth in DHCD guidance, Subrecipient's obligation in this regard will be satisfied in full by reference to the customer certifications set forth in Customer Intake Forms submitted to the Subrecipient. The Town will not undertake further verification with regard to this requirement and, as set forth in the DHCD guidance, additional verification is not necessary.
 - G. The Subrecipient will ensure that customers were not provided dual benefits through other existing programs funded by the CARES Act for the same months of arrearages, including, but not limited to the Rebuild Virginia Grant Fund, the Fairfax County RISE Program, or other basic needs assistance provided by the County. The County advises that neither the Fairfax County RISE Program nor other basic needs assistance provided by the County included benefits funded by the CARES Act that were specifically tied to payment of municipal utilities.
- 4.3 The Subrecipient's proposed uses of the funds received as direct payment from Fairfax County under 42 U.S.C.A. § 801(d) (2020) 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 Subrecipient; and
 - C. Were incurred during the period that begins on March 1, 2020 and ends on December 31, 2021.
- 4.4 The Subrecipient will collect and save Customer Intake Forms by utility customers documenting their COVID-19 economic hardship. The Subrecipient will collect customer attestations using the attached Customer Intake Form, which must be obtained before forgiving eligible arrearages. Consistent with guidance from DHCD, the parties agree this attestation may also be collected by phone interview so long as (1) all information requested on the Customer Intake Form is answered and saved; and (2) the method by which information is collected is documented on such form.
- 4.5 Program funds cannot be used as a revenue replacement for lower than expected revenue collections from taxes, fees, or any other revenue source. Fund payments may not be used for government revenue replacement, including the replacement of unpaid municipal utility fees. The Parties agree that the Subrecipient's application of Program Funds in accordance with Program Rules will provide direct assistance to customer of the Town and, as such, will not constitute a replacement of unpaid municipal utility fees or other form of government revenue replacement.

- 4.6 Any Program Funds that are not expended or that will not be expended on allowable expenditures must be returned to the County no later than December 17, 2021.
- 4.7 Any Program Funds expended by the Subrecipient in any manner that does not adhere to official federal guidance or COVID-19 Municipal Utility Relief Program guidance shall be returned to the Commonwealth of Virginia within 30 days of a finding that the expenditure is disallowed. This includes, but is not limited to, any Program Funds have been the subject of fraud, waste, abuse, and/or mismanagement by the Subrecipient.
- 4.8 Any Program Funds received pursuant to this Agreement will not be used for expenditures for which the Subrecipient has received funds from any other emergency COVID-19 supplemental funding (whether state, federal, or private in nature) for the same expense nor may Program Funds be used for purposes of matching other federal funds unless specifically authorized by federal statute, regulation, or guideline.
- 4.9 Except as may be permitted by the federal government, the Subrecipient will not receive continued Program funds beyond December 31, 2021, to continue paying expenses or providing services that were initiated or previously supported from CRF monies prior to December 31, 2021.
- 4.10 The parties agree they will execute any additional agreements or documentation as may be required pursuant to other guidance or requirements issued by the federal government, including but not limited to the U.S. Department of the Treasury, or the Commonwealth with respect to the Program.
- 4.11 Town Administration of Wastewater Funds. In addition to administration of the funds associated with Water services, the Subrecipient will manage and administer the Wastewater funds in accordance with the following:
- A. **Certain Defined Terms.** The terms below have the following meanings assigned to them:
1. **“Application Period”** means the period commencing on December 14, 2020 and ending on the first to occur of: (i) December 1, 2021; or (ii) allocation of all Wastewater Funds to the accounts of Eligible Customers.
 2. **“Customer Intake Form”** means the document substantially in the form attached as Exhibit A in English, together with all translated versions supplied by the County.
 3. **“Eligible Arrearages”** has the meaning set forth in Section 4.11.B.4.
 4. **“Eligibility Criteria”** means, with regard to a Wastewater Customer, that such Wastewater Customer has:
 - a. incurred arrearages that are more than 30 days past due for wastewater services used during the Program Period;
 - b. experienced an economic hardship resulting directly or indirectly from the COVID-19 pandemic; and

- c. not previously received CRF assistance with respect to such wastewater arrearages from any other source.
- D. **“Eligible Customer”** has the meaning set forth in Section 4.11.B.3.
- E. **“Program Period”** means the period commencing on March 1, 2020 and ending on December 31, 2021.
- F. **“Term”** means the period commencing on the Effective Date and ending on January 31, 2022, unless terminated earlier by either party upon submission to the other party of written notice of termination at any time following the Town’s allocation of all Wastewater Funds to the wastewater accounts of Eligible Customers.
- G. **“Wastewater Customer”** means a residential or non-residential wastewater customer of the County located within the Town’s service area.
- B. **Program Services.** The Town will perform the services described below.
 - 1. **Program Information.** During the Application Period, the Town will post and maintain on its public website (<https://www.viennava.gov/>) information (1) describing the Program in general terms; (2) providing instructions regarding the application process; (3) and providing access to the Customer Intake Form. The Customer Intake Form will be available for download from that site throughout the Application Period.
 - 2. **Receipt of Customer Intake Forms.** The Town will accept Customer Intake Forms submitted by mail, fax, and email at the addresses and fax number set forth on such form on or before the last day of the Application Period, provided that mailed forms will be accepted for an additional 7 days after the Application Period if: (i) any Wastewater Funds remain to be allocated at such time; and (ii) such forms are postmarked prior to expiration of the Application Period. In addition, the Town will accept Customer Intake Forms completed by its customer service representatives by means of telephone interviews with Wastewater Customers during the Application Period. Each Customer Intake Form received by the Town will be recorded in the Customer Intake Log, which will document the date each Customer Intake Form was received by the Town (“Application Receipt”).
 - 3. **Eligibility Determinations.** During the Term, the Town will review the received Customer Intake Forms and make eligibility determinations with respect to each Wastewater Customer who submitted a timely Customer Intake Form to the Town in accordance with 4.11.B.2 (a “Wastewater Applicant”). Wastewater Applicants will be reviewed in the order that their Customer Intake Form was received, as demonstrated by the Customer Intake Form Log. The Town’s eligibility determinations for Wastewater Applicants will be based upon the Eligibility Criteria and made as follows:
 - a. With respect to the Eligibility Criteria set forth in Section 4.11.A.4.a the Town will rely upon its then-current customer account records for the Wastewater Applicant to determine the incurred arrearage amount; and
 - b. With respect to the Eligibility Criteria set forth in Sections 4.11.A.4.b and 4.11.A.4.c, the Town will rely upon the certifications set forth in the Customer

Intake Form for such Wastewater Applicant.

Those Wastewater Applicants who are determined by the Town to have satisfied all Eligibility Criteria will be deemed to be “Eligible Customers” for purposes of an allocation of Wastewater Funds, as set forth below. To the extent resources allow, the Town will use reasonable efforts to follow up with any Wastewater Applicant whose Customer Intake Form is incomplete or otherwise needs additional information.

4. **Allocation of Wastewater Funds.** On or before the expiration of the Term, the Town will apply allocations of Wastewater Funds to the wastewater accounts of Eligible Customers in accordance with Attachment B. In doing so, the Parties acknowledge that the Town will adjust the wastewater accounts of Eligible Customers to reflect the amount of Wastewater Funds allocated with respect to each. Allocations of Wastewater Funds will only be made for Eligible Arrearages, which are overdue amounts for Wastewater Customer usage that (1) occurred during the Program Period, (2) have been billed to the Wastewater Customer, and (3) are more than 30 days past due. Eligible Arrearages do not include late fees, penalties, or taxes.
5. **Transfer of Wastewater Funds** The Subrecipient will issue quarterly transfers to the County for Wastewater funds allocated to eligible customers. If there are Wastewater Funds allocated, but not yet transferred, on December 17, 2021, those funds will be transferred by the Town to the County by January 5, 2022.

- 4.12 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 Program Funds pursuant to this Agreement, the Subrecipient 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 Subrecipient 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 the state or federal guidance to be issued, the Subrecipient must use the reporting templates provided in Attachment C: Report Forms to submit interim and final reports in accordance with the following schedule:

<u>Report Type</u>	<u>Reporting Period</u>	<u>Submission Due Date</u>
Interim ¹	October 1, 2020-December 31, 2020	January 15, 2021
Interim ²	January 1, 2021- March 31, 2021	April 5, 2021
Interim	April 1, 2021- June 30, 2021	July 5, 2021
Interim	July 1, 2021- September 30, 2021	October 5, 2021
Final	October 1, 2021- December 31, 2021	January 5, 2022

¹ The subrecipient submitted the interim report with all needed data elements on January 11, 2021. No further data is required for this reporting period.

² The subrecipient submitted the interim report with all needed data elements on April 5, 2021. No further data is required for this reporting period.

- 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) occurring during the Term.

ARTICLE 6 MONITORING

- 6.1 In accordance with 2 CFR § 200.332(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 upon signature to the Subaward by both parties, the County will transfer \$49,290.06 to the Town.

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 10.1 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 five (5) years from the date of submission of the final expenditure report or five (5) 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 5-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 five (5) years after final disposition;
 4. If records are transferred to or maintained by the County, the five (5) 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 § 200.332(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 Subrecipient 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 Subrecipient, including making any and all books, documents, papers, and records of the Subrecipient 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 D, that neither it nor any of its principals is 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 E 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 express or implied waiver of the sovereign immunity of the U.S. Department of Treasury or any Party.

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. Each party represents that its execution and delivery of this Agreement have been duly authorized by all necessary organizational action. The Subrecipient understands that the County will rely on this certification as a material representation in making a direct payment to the Subrecipient.

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 supercedes 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 and in fulfilling its obligations under this subaward, 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 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.
- 15.15 Entire Agreement; Amendments. This Agreement contains the entire integrated agreement between the Parties as to the subject matter hereof and supersedes all previous written and oral negotiations, commitments, proposals and writings. No amendments may be made to this Agreement except by a writing signed by both Parties.
- 15.16 Counterparts; Signatures; Copies. This Agreement may be executed in counterparts, both of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or scanned signature may substitute for and have the same legal effect as an original signature. Any copy of this executed Agreement made by photocopy, facsimile or scanner shall be considered the original for all purposes.

[CONTINUED ON NEXT PAGE]

Subrecipient Name: Town of Vienna
Subaward Title: CRF Municipal Utility Relief Program
Subaward Number: 4400010276
CFDA: 21.019

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: Linda Colbert _____

Name: Cathy A. Muse _____

Title: Mayor _____

Title: Director/County Purchasing Agent _____

Date: _____

Date: _____

Attachment A: Customer Intake Form



COVID-19 MUNICIPAL UTILITY RELIEF PROGRAM PAST DUE UTILITY ASSISTANCE CUSTOMER INTAKE FORM

This form must be completed and returned to Town of Vienna as soon as possible for you to be considered for assistance that could lower the amounts you owe for water and/or wastewater services.

Complete this form, sign it, and send it to Town of Vienna Water and Sewer by one of the following means:

Email: Water@viennava.gov

Fax: 703.255.6385

Mail: Town of Vienna

Attn:

COVID

Relief

127 Center St S

Vienna VA, 22180

If you have questions about this program or would like to complete the application over the phone by speaking with one of our Customer Service Representatives, please call our Customer Service Department at 703.255.6385 weekdays between the hours of 8:00 am and 4:30 pm.

Program Description:

The Town of Vienna is participating in Virginia's COVID-19 Municipal Utility Relief Program (the "Utility Relief Program").

Under the Utility Relief Program, **utility customers who meet the following criteria will be eligible to receive utility relief assistance that could lower the amounts you owe for water and/or wastewater services during March 1, 2020 through December 30, 2021.** Customer eligibility criteria are as follows:

- The Customer's water and wastewater bills for service between March 1, 2020 and December 30, 2021 are more than 30 days past due;
- The Customer has experienced an economic hardship resulting directly or indirectly from the COVID- 19 pandemic; and
- The Customer has not previously received CARES Act assistance for water or wastewater bills from any other source. This may include, but is not limited to, assistance provided through the Commonwealth's Rebuild Virginia Grant Fund, the Fairfax County Non-Profit Sustainability Grant, or the Fairfax County RISE Program.

Attachment A: Customer Intake Form

In order to be considered for this assistance, you must complete, sign and submit the following Customer Intake Form to the Town of Vienna (or complete the Intake Form by phone) as soon as possible with responses showing that you meet the customer eligibility criteria set forth above. The assistance comes from an allocation of the utility relief funds awarded to the Town of Vienna.

A. General Information

Full Legal Name of Account Holder: _____

Date: _____

Account Number: _____

Street Address (where utility service is provided): _____

City or County (where utility service is provided): _____

State (where utility service is provided): _____

ZIP Code (where utility service is provided): _____

Customer Phone Number: _____

Customer Type:

_____ Residential

_____ Non-Residential (Non-Residential Customers must submit a W-9 with this Customer Intake form)

B. Nature of Economic Hardship

1. RESIDENTIAL CUSTOMERS COMPLETE THIS SECTION

For residential customers: place mark beside the applicable cause of economic hardship if you or a person in your household has experienced a loss of income due to the COVID-19 pandemic (check all that apply):

_____ Been laid off;

_____ Place of employment has closed;

_____ Have experienced a reduction in hours of work;

_____ Must stay home to care for children due to closure of day care and/or school;

_____ Lost child or spousal support;

_____ Not been able to work or missed hours due to contracting COVID-19;

_____ Unable to find work due to COVID-19;

_____ Unwilling/unable to participate in previous employment due to high risk of severe illness from COVID-19;

_____ Other (describe); _____

2. NON-RESIDENTIAL CUSTOMERS COMPLETE THIS SECTION

Name of Non-Residential Account Holder: _____

Property Name: _____

Attachment A: Customer Intake Form

Are your unpaid bills due to the economic hardship experienced as a result of the COVID-19 pandemic? (Check Y/N)

___ YES (Eligible for relief; provide explanation below.)

___ NO (Not eligible for relief.)

Provide an explanation of the COVID-19 related economic hardship:

CARES Act Assistance Application May:

- Assist for bills dated March 1, 2020, to December 30, 2021, and may not be used for past due amount prior to this time period or after this time period.
- Funding is designed to be a one-time opportunity, with only one payment per household (for residential) or account holder and their successors (for non-residential).
- Funding can be used for the Town of Vienna Water and Sewer Bill.

Applicant's Certification:

- I desire to receive any assistance to which I am legally entitled under this program and its specification.
- I certify that the economic hardship(s) I have identified in Section B of this Customer Intake Form is/are due to the COVID-19 pandemic and that the information set forth in Section B is true and correct to the best of my knowledge and belief.
- I hereby grant permission for the staff at The Town of Vienna to verify records as necessary to verify my eligibility for assistance. I acknowledge and agree that the Town of Vienna may rely upon the certifications set forth in this Intake Form, including the declaration set forth in Section B (above) that my utility fee arrearage is due to economic hardship resulting from the COVID-19 pandemic, and any additional documentation I may be required to provide to the Town of Vienna.
- I declare to the best of my knowledge that, as applicable to me (choose only one):
 - ☐ For residential applicants: I am the only person living in the household at the address shown on this form who has applied for this assistance, or
 - ☐ For non-residential applicants: I am the only person who has applied for/on behalf of the non-residential account holder, including their successors, at the address shown on this form and that I am not a government account holder.
- I certify that the account holder has not received CARES act relief for any of the arrearages I am applying for from any other source including but not limited to Rebuild VA Grants.
- I understand that, if I give false information or withhold information in order to make myself eligible for benefits to which I am not entitled to or if I apply for the same assistance at more than one site, I can be prosecuted for fraud and/or denied assistance in the future.
- I understand that the agencies involved in this program may verify all of the information which I have provided.
- I certify under penalty of perjury that the information set forth in this Customer Intake Form is true and correct.

Printed Name

Signature

Title (for non-residential account holders)

Attachment B: ALLOCATION OF WASTEWATER FUNDS

Town of Vienna will allocate Wastewater Funds among the wastewater accounts of Eligible Customers as follows:

- 1) Completed Customer Intake Forms that are received for accounts with arrearages in excess of 60 days, will be processed by the Town, in order of receipt, as follows:
 - a. 100% of the Eligible Arrearages for service during the Program Period on residential wastewater accounts; and
 - b. 100% of the Eligible Arrearages for service during the Program Period up to a maximum of \$5,000 on non-residential wastewater accounts.
- 2) Completed Customer Intake Forms that are received for accounts with arrearages in excess of 30 days but not yet in excess of 60 days will be held by the Town until they are over 60 days in arrears. When the account becomes over 60 days in arrears, the Customer Intake Form will be processed in accordance with number 1 above.
- 3) Completed Customer Intake Forms that are received for accounts with arrearages not in excess of 30 days will be rejected and the Wastewater Applicant will be advised that they may re-apply during the Program Period if and when they meet the Eligibility Criteria.

Subrecipient Name: Town of Vienna
 Subaward Title: CRF Municipal Utility Relief Program
 Subaward Number: 4400010276
 CFDA: 21.019

Attachment C: Utility Arrearage Data Collection Report Form

	Total Current Eligible Accounts		Quarter [insert date range of quarter]		Cumulative Data through [insert date]	
	Number of Accounts	Arrearage Value of Accounts	Total # of Accounts Receiving Allocation	Total Amount Allocated	Cumulative # of Accounts Receiving Allocation	Cumulative Amount Allocated
Customer Accounts						
Residential Customer Accounts in excess of 30 days in arrears but not yet in excess of 60 days in arrears						
Non-Residential Customer Accounts in excess of 30 days in arrears but not yet in excess of 60 days in arrears						
Residential Customer Accounts more than 60 days in arrears						
Non-Residential Customer Accounts more than 60 days in arrears						
Administrative Expenses (not to exceed 5% of award)	NA	NA	NA		NA	
Total¹						

¹ The Total Cumulative Amount Allocated should not exceed award amount

Subrecipient Name: Town of Vienna
Subaward Title: CRF Municipal Utility Relief Program
Subaward Number: 4400010276
CFDA: 21.019

Attachment D: 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: Linda Colbert

Signature/Date: _____/_____

Company Name: Town of Vienna

Address: 127 Center St. S

City/State/Zip: Vienna, VA 22180

DUNS No: 07-4816-364

Subrecipient Name: Town of Vienna
Subaward Title: CRF Municipal Utility Relief Program
Subaward Number: 4400010276
CFDA: 21.019

Attachment E: 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, Town of Vienna, 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: Linda Colbert

Signature/Date: _____

Company Name: Town of Vienna

Address: 127 Center St. S

City/State/Zip: Vienna, VA 22180

DUNS: 07-4816-364