

SPOTSYLVANIA COUNTY SUBAWARD AGREEMENT
FOR 2018 STOP GRANT

THIS SUBAWARD AGREEMENT (hereinafter the “Agreement”) is entered into as of _____, 2019 by and between BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as “COUNTY”, “PRIME RECIPIENT” or “COUNTY / PRIME RECIPIENT”) and Spotsylvania County Public Schools (hereinafter referred to as “SCHOOLS”, “SUBRECIPIENT” “or “SCHOOLS / SUBRECIPIENT”) a public school, a division of the Commonwealth of Virginia. This Agreement shall govern certain activities and responsibilities to be carried out by SUBRECIPIENT on behalf of PRIME RECIPIENT, a grantee of the United States Department of Justice (hereinafter referred to as “DOJ”).

W I T N E S S:

WHEREAS, PRIME RECIPIENT has been awarded a Federal Fiscal Year 2018 Student, Teachers, and Officers Preventing School Violence Act Program grant (hereinafter referred to as “STOP grant”) in the amount of \$95,472 (the “Prime Award”) to improve efforts to reduce violent crime using technology to anonymously report suspicious activity regarding school violence. The STOP grant funds, awarded under the Technology and Anonymous Reporting Category, must establish an anonymous reporting system available via mobile phone, hotline, or website that will enable students, teachers, faculty, and community members to anonymously identify school threats. The STOP grant award has a project period of October 1, 2018 through September 30, 2021 and was issued by DOJ, Office of Justice Programs, Bureau of Justice Assistance (“BJA”), Grant Award Number 2018-YS-BX-0049, CFDA #16.839, (the “Prime Award”), pursuant to the provisions under FY18 (BJA – STOP School Violence) Pub. L. 90-351 as amended by Pub. L. 115-141, 132 Stat 348, 1128-32; (generally codified at 34 USC 10551-54) in a notice of award attached hereto as Exhibit A (the “Notice of Prime Award”; and

WHEREAS, PRIME RECIPIENT desires to grant a “subaward” (as defined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for DOJ Awards, 2 C.F.R. Part 200, as adopted and modified by the Department of Justice at 2 C.F.R. Part 2800 (the “Uniform Guidance”) of the Prime Award to the SUBRECIPIENT to establish the required, previously-described anonymous reporting system to comply with the requirements of the STOP School Violence Act of 2018. H.R. 4909 Part AA of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. 10551 et. Seq.) as amended, and the regulations and guidelines promulgated thereunder and by DOJ, as well as other applicable law; and

WHEREAS, SUBRECIPIENT desires to reduce the risk of violent crimes occurring upon its property and in its buildings and facilities by utilizing subaward funds to implement technology to allow the anonymous reporting of suspicious activity regarding school violence.

NOW, THEREFORE, in consideration of the mutual objectives and promises stated in this Agreement, the PRIME RECIPIENT and SUBRECIPIENT hereby agree as follows:

ARTICLE 1

CONTRACT DOCUMENTS:

1.1 The documents listed in Section 1.2 of this Article shall constitute the Contract Documents. These Contract Documents shall represent the entire Agreement and understanding between the parties. Any oral or written understanding not incorporated in these Contract Documents is not binding on either party. These Contract Documents shall be amended only by written instrument signed by both parties. In case of conflict between the Contract Documents, or provisions therein, the most exacting performance standard shall be undertaken.

1.2 The Contract Documents consist of:

1. Spotsylvania County Subaward Agreement between COUNTY and SCHOOLS;
2. Exhibit A: Notice of STOP grant Prime Award
3. Exhibit B: STOP grant Subaward Data (required to be included by the Uniform Guidance, 2 C.F.R. § 200.331(a);
4. Exhibit C: Approved Services re: STOP grant;
5. Exhibit D: STOP grant Approved Budget;
6. Exhibit E: Required Provisions to be included in all of SUBRECIPIENT's Contracts regarding Subaward;
7. Exhibit F: Required Certification to be included in all of SUBRECIPIENT's Contracts regarding Subaward.

1.3 It is the intent of the Contract Documents to describe a functionally complete and whole understanding to be construed in strict accordance with the Contract Documents.

ARTICLE 2

TERM:

2.1 This Agreement shall commence upon execution by both parties and continue through September 30, 2021, unless earlier terminated by either party in accordance with the terms of this Agreement.

2.2 Certain provisions of this Agreement, specified in writing, shall continue past the Agreement's expiration or termination until the responsibility or requirement listed therein are satisfied to the satisfaction of PRIME RECIPIENT.

ARTICLE 3

SCOPE AND AGREEMENT LIMITS:

3.1 SUBRECIPIENT shall, in a satisfactory manner as determined by PRIME RECIPIENT, perform all activities described in the scope of services as approved by PRIME RECIPIENT and attached hereto as Exhibit C, as may be amended from time to time (the “Approved Services”) in accordance with the program budget as approved by PRIME RECIPIENT and attached hereto as Exhibit D, as may be amended from time to time (the “Approved Budget”).

3.2 SUBRECIPIENT may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of PRIME RECIPIENT. SUBRECIPIENT shall not make any changes, directly or indirectly, in program design, Approved Services or in the Approved Budget without the prior written approval of PRIME RECIPIENT.

ARTICLE 4

DISBURSEMENT OF FUNDS:

4.1 PRIME RECIPIENT agrees to reimburse SUBRECIPIENT for costs actually incurred and paid by SUBRECIPIENT in accordance with the STOP grant Approved Budget attached hereto as Exhibit D, and for the performance of the Approved Services under this Agreement, in an amount not to exceed \$94,851 (the “Total Agreement Funds” or “Agreement Funds”). The amount of Total Agreement Funds, however, is subject to adjustment by PRIME RECIPIENT if a substantial change is made in the Approved Services that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement as provided in Article 2 above. Program funds shall not be expended prior to the Effective Date, or following the earlier of the expiration or termination of this Agreement. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Services and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Agreement Funds shall be incurred in accordance with the STOP School Violence Act of 2018, the Uniform Guidance, the Prime Award and the authorizations, restrictions and requirements contained in the Notice of Prime Award and any amendments thereto and other applicable laws, regulations, grant terms and conditions or policies.

4.2 At the end of each fiscal quarter and in any event no later than thirty (30) days after the earlier of the expiration or termination of this Agreement, SUBRECIPIENT shall submit invoices and supporting documentation, for the most recent quarter ended, to PRIME RECIPIENT setting forth actual expenditures of SUBRECIPIENT in accordance with this Agreement. Within ten (10) working days from the date it receives such invoice, PRIME RECIPIENT may disapprove the requested amount. If any of the requested amount is not approved, PRIME RECIPIENT shall notify SUBRECIPIENT regarding the disapproval. There will be no notice given when payments are approved. Invoices shall reference this Agreement and be submitted to the attention of:

Spotsylvania County – Department of Finance
Attention: Grants Division
P.O. Box 215
Spotsylvania, VA 22553

4.3 Each invoice must include a certification statement signed by the SUBRECIPIENT's Authorized Agent or designee as follows:

“Declaration and Certification to Spotsylvania County, VA and to the U.S. Department of Justice (DOJ) as to this Payment Request for 2018-YS-BX-0049 (FI20ST)

I declare the following to Spotsylvania County and DOJ, under penalty of perjury: (1) I have authority to make this certification on behalf of the Subrecipient; (2) I have conducted (or had conducted for me, including by the Subrecipient's legal counsel as appropriate) a diligent review of all award conditions that affect the Subrecipient's authorities and responsibilities with respect to obligation, expenditure, and drawdown of these subaward funds, as well as all statutory and regulatory requirements pertinent to such financial actions that appear in subaward-related certifications and assurances; and (3) I also have conducted (or had conducted for me) a diligent review as to all other matters encompassed by this certification.

To the best of my knowledge and belief, on behalf of myself and the Subrecipient, I certify to Spotsylvania County and DOJ, under penalty of perjury, that the following are true as of the date of this request – (1) The Subrecipient is in compliance with all subaward conditions that affect the obligation, expenditure, and drawdown of subaward funds, as well as all related requirements that appear in the certifications and assurances for this subaward; and (2) The reimbursement request is accurate and complete; all obligations, expenditures, and cash receipts are supported by the requisite accounting records; and all costs included in the request are reasonable, allowable, and allocable to the award.

I understand that, in making payment pursuant to this request, Spotsylvania County and DOJ will rely upon this declaration and certification as a material representation. I also understand that a materially false, fictitious, or fraudulent statement in this declaration and certification or otherwise in this payment request (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§1001 and/or 1621, and/or 42 U.S.C. §3795a), and also may subject me and the Subrecipient to civil penalties and administrative remedies under the Federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812) or otherwise.”

4.4 The payment of funds to SUBRECIPIENT under the terms of this Agreement shall be contingent on the receipt of such funds by PRIME RECIPIENT from the applicable federal funding source and shall be subject to SUBRECIPIENT's continued eligibility to receive funds under the applicable provisions of state and federal laws and the Notice of Prime Award. If the

amount of funds that PRIME RECIPIENT receives from the federal funding source is reduced, PRIME RECIPIENT reserves the right to reduce the amount of funds awarded under, or to terminate, this Agreement. PRIME RECIPIENT also reserves the right to deny payment for SUBRECIPIENT's expenditures for Approved Services where invoices and/or other reports are not submitted by the deadlines specified in Paragraphs 4.2 above and 5.5 of this Agreement.

ARTICLE 5

RIGHTS AND RESPONSIBILITIES OF SUBRECIPIENT:

5.1 SCHOOLS/SUBRECIPIENT shall, at all times throughout the period of performance, carry insurance in such form and in such amounts as COUNTY/PRIME RECIPIENT may from time to time reasonably require against other insurable hazards and casualties that are commonly insured against in the performance of similar services as are to be provided under this Agreement. At a minimum, SUBRECIPIENT shall maintain during the Agreement Term at least the following types and limits of insurance coverage:

1. General liability – in an amount not less than \$2,000,000 per occurrence for any occurrence including products and completed operations, property damage, bodily injury and personal and advertising injury. Coverage is to be provided on a per project, per location basis;
2. Automobile liability policy – in an amount not less than \$2,000,000 per accident limit for bodily injury and property damage. This coverage shall include liability for use of owned, hired and non-owned vehicles; and
3. Workers' Compensation – as required by the Commonwealth of Virginia with statutory limits and, including Coverage B Employer's liability in not less than the following amounts:
 - i. Bodily injury by accident: \$500,000 for each accident; and
 - ii. Bodily injury by disease: \$500,000 for each.
4. Educators Legal Liability - in an amount not less than \$2,000,000 per occurrence, claim or annual aggregate.

5.1.1 All policies (other than workers' compensation and educators legal liability insurance) providing such coverage shall name COUNTY / PRIME RECIPIENT, its employees, agents and officials as an additional insureds with respect to liability pursuant to this Agreement. SUBRECIPIENT shall provide PRIME RECIPIENT with certificates of insurance evidencing such coverage within thirty (30) days after execution of this Agreement, which certificates shall provide that PRIME RECIPIENT shall receive thirty (30) days' advance written notice of any pending cancellation or non-renewal of any of the coverages required by PRIME RECIPIENT pursuant to this Agreement. Insurance coverages that expire before the expiration of the Agreement Term shall be promptly renewed by SUBRECIPIENT so there is no gap in coverage, and certificates of insurance evidencing such renewal coverage shall be provided to PRIME RECIPIENT. SUBRECIPIENT's failure to maintain insurance in the form and/or amounts required by PRIME RECIPIENT pursuant to this Agreement shall be deemed a material breach of this Agreement, and PRIME RECIPIENT shall have the right thereupon to terminate this Agreement immediately in addition to any other remedy provided herein.

5.2 Legal Requirements

1. During the performance of this agreement, SUBRECIPIENT agrees that:
 - i. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal, state or local law relating to discrimination in employment;
 - ii. It will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and
 - iii. It will state in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, that such SUBRECIPIENT is an equal opportunity employer and include the provisions of the foregoing in every contract or purchase order of over \$10,000, so the provisions will be binding upon each vendor.
2. During the performance of this Agreement, SUBRECIPIENT agrees to:
 - i. Provide a drug-free workplace for SUBRECIPIENT's employees and comply with the Federal Drug Free Workplace Act of 1988, 42 U.S.C. § 701 et seq. and 2 C.F.R. 182, which require all programs and activities receiving federal assistance to maintain a drug-free workplace;
 - ii. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful

- manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- iii. State in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT that the SUBRECIPIENT maintains a drug-free workplace;
 - iv. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each vendor.

For the purposes of this section, "drug-free workplace" means any site at which the performance of services are done in connection with this Agreement by SUBRECIPIENT, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

- 3. To the extent SUBRICIPIENT's adopted procurement policy complies with all DOJ and other federal requirements, said policy shall apply to any SUBRECIPIENT contracts involving Agreement Funds. Any contractual claims and disputes that may arise against SUBRECIPIENT shall be conducted pursuant to Spotsylvania County School Board Procedure for Resolution of Contractual Disputes, Policy FEFC.
- 4. SURECIPIENT, providing services to the COUNTY under this Agreement, represents and warrants to the COUNTY that it is:
 - i. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable. SUBRECIPIENT shall comply with the DOJ regulations on nondiscrimination in DOJ programs or activities receiving federal financial assistance at 28 C.F.R. Parts 38, 42, and 54;
 - ii. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986 and Virginia Code §2.2-4311.1.;
 - iii. Not requiring any employee or subcontractor to sign an internal confidentiality agreement or statement prohibiting or otherwise restricting, or purporting to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information;
 - iv. Complying with federal, state and local laws and regulations applicable to the performance of the services pursuant to this Agreement;

- v. In full compliance with the Virginia Conflict of Interest Act; and
 - vi. Authorized to transact business in the Commonwealth of Virginia, pursuant to Section 2.2-4311.2 of the Code of Virginia.
5. Compliance with Other Applicable Laws and Policies. SUBRECIPIENT shall perform all activities funded by this Agreement in accordance with all applicable federal, state and local laws. The term “federal, state and local laws” as used in this Agreement shall mean all applicable statutes, rules, regulations, executive orders, directives or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Agreement Term, as well as all such laws which may be enacted or otherwise become effective during the Agreement Term. The term “federal, state and local laws” shall include, without limitation:
- i. Authorizing Statute and Regulations. Provisions under FY18 (BJA – STOP School Violence) Pub. L. 90-351 as amended by Pub. L. 115-141, 132 Stat 348, 1128-32; (generally codified at 34 USC 10551-54), the STOP School Violence Act of 2018. H.R. 4909 Part AA of Title I of the Omnibus Crime Control and Safe Street Acts of 1968 (34 U.S.C. 10551 et seq.) as amended, as well as program policies and guidelines issued by DOJ;
 - ii. Grants Administration Regulations. DOJ Grants Financial Guide as posted on the OJP website (currently located at <https://ojp.gov/financialguide/DOJ/index.htm>) including any updated version that may be posted during the period of performance;
 - iii. Administrative Requirements. Cost Principles; Audit Requirements. SUBRECIPIENT shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800;
 - iv. Restrictions on Lobbying. SUBRECIPIENT shall comply with the restrictions on lobbying set forth in 18 U.S.C. 1913 and 31 U.S.C. 1352. SUBRECIPIENT must execute and deliver to PRIME RECIPIENT the certification attached hereto as Exhibit F (“Certification Regarding Lobbying”);
 - v. Covenant Against Contingent Fees. SUBRECIPIENT represents and warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this representation and warranty, PRIME RECIPIENT shall have the right to annul this Agreement without liability or, in its discretion, to offset against amounts it owes SUBRECIPIENT under this Agreement or otherwise recover from

SUBRECIPIENT the full amount of such commission, percentage, brokerage, or contingent fee, and to seek any other legal remedies available to it as a result of such breach;

- vi. Suspension and Debarment. SUBRECIPIENT represents that neither it nor any of its principals has been debarred, suspended or determined ineligible to participate in federal assistance awards or contracts as defined in regulations implementing Office of Management and Budget Guidelines on Government-wide Debarment and Suspension (Nonprocurement) in Executive Order 12549. SUBRECIPIENT further agrees that it will notify PRIME RECIPIENT immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or non-procurement programs available at www.sam.gov;
- vii. DUNS Number. SUBRECIPIENT agrees and acknowledges that PRIME RECIPIENT may not grant the Subaward, and SUBRECIPIENT may not receive the Subaward unless it has provided its Data Universal Numbering System (“DUNS”) number to PRIME RECIPIENT. The DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify entities and track entities receiving federal funds;
- viii. System for Award Management. SUBRECIPIENT must comply with applicable requirements regarding the System for Award Management (“SAM”), currently accessible at <https://www.sam.gov/SAM/>. This includes applicable requirements regarding registration with SAM, as well as maintaining an active account in SAM throughout the period of performance of this award.
- ix. Federal Funding Accountability and Transparency Act of 2006. SUBRECIPIENT agrees to provide PRIME RECIPIENT with all information requested to enable PRIME RECIPIENT to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282, as amended by section 6202 of P.L. 110-252);
- x. Equal Treatment for Faith-Based Organizations. SUBRECIPIENT shall comply with the DOJ regulations regarding the equal treatment of religious organizations in DOJ programs;
- xi. Policies on Limited English Proficient Persons. SUBRECIPIENT must have written policies that are consistent with the DOJ Office for Civil Rights policy document, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National

Origin Discrimination Affecting Limited English Proficient Persons
(June 18, 2002);

- xii. Licenses, Certifications, Permits, Accreditation. SUBRECIPIENT shall procure and keep current any license, certification, permit or accreditation required by federal, state or local law and shall submit to PRIME RECIPIENT proof of any licensure, certification, permit or accreditation upon request;
 - xiii. Other Prime Recipient Agreements. SUBRECIPIENT shall fulfill all other agreements with PRIME RECIPIENT and shall comply with all federal, state and local laws applicable to programs funded by such agreements;
 - xiv. Non-Supplanting Requirement. Funds made available through this subaward will not be used to replace state or local funds that would, in the absence of this grant, be made available for the same purposes;
 - xv. Travel Policy. SUBRECIPIENT may follow their own established travel rates if they have an established travel policy. PRIME RECIPIENT reserves the right to determine the reasonableness of an organization's travel policy. If SUBRECIPIENT does not have an established policy, then it must adhere to federal travel policy. PRIME RECIPIENT allows reimbursement for actual reasonable expenses and meals according to per diem. Mileage will be reimbursed at the rate identified at the IRS website <https://www.irs.gov/tax-professionals/standard-mileage-rates> in effect at the time of travel. Transportation costs for air and rail must be at coach rates; and
 - xvi. Salary Limitation. Funds provided to SUBRECIPIENT under this Agreement shall not be used to pay the salary of an individual at a rate in excess of Federal grant funds; such funds may not be used to pay cash compensation (salary plus bonuses) to any employee at a rate that exceeds 110 percent of the annual maximum salary payable to a member of the Federal Government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. This information can be found at <https://opm.gov>.
6. SUBRECIPIENT shall perform all activities funded by this Agreement in accordance with: (i) the Notice of Prime Award attached hereto as Exhibit A, including any amendments thereto; (ii) the Subaward Data attached hereto as Exhibit B, including any amendments thereto; (iii) the Approved Services attached hereto as Exhibit C, including any amendments thereto; (iv) the Approved Budget attached hereto as Exhibit D, including any amendments

thereto and (v) the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance and attached hereto as Exhibit E (the “Required Contract Provisions”) (each of (i) – (v) above is hereby incorporated by reference into this Agreement). In addition, SUBRECIPIENT shall cooperate fully with PRIME RECIPIENT in its efforts to comply with the requirements of the Notice of Prime Award, including any amendments thereto.

5.3 SUBRECIPIENT shall maintain a financial management system and financial records and shall administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including without limitation: (i) the Uniform Guidance, 2 C.F.R. Part 200, as adopted and modified by the DOJ at 2 C.F.R. Part 2800; (ii) the most current version of the DOJ Grants Financial Guide as posted on the DOJ Office of Justice Program (“OJP”) website; (iii) the STOP School Violence Act of 2018 statute, regulations and guidelines; and (iv) the Notice of Prime Award. SUBRECIPIENT shall adopt such additional financial management procedures as may from time to time be prescribed by PRIME RECIPIENT if required by applicable laws, regulations or guidelines from its federal and state government funding sources. SUBRECIPIENT shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.

1. SUBRECIPIENT shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date, or following the earlier of the expiration or termination of this Agreement. PRIME RECIPIENT shall only reimburse SUBRECIPIENT for (i) documented expenditures incurred during the period of performance and provided for in Exhibit C; (ii) documented by contracts or other evidence of liability consistent with established PRIME RECIPIENT, SUBRECIPIENT, DOJ and all STOP grant procedures and the approved budget as provided in Exhibit D; and (iii) documented expenditures incurred in accordance with all applicable requirements for the expenditure of any funds payable pursuant to this Agreement.
2. The Subaward Data attached hereto as Exhibit B contains information on ~~the~~ PRIME RECIPIENT’s indirect cost rate under the Notice of Prime Award. The indirect cost rate information, if any, indicated in the Approved Budget attached hereto as Exhibit D shall apply to the Subaward.

5.4 SUBRECIPIENT shall submit to PRIME RECIPIENT such reports and back-up data as may be required by DOJ or PRIME RECIPIENT, including without limitation, such reports which enable the PRIME RECIPIENT to submit its own quarterly financial and quarterly programmatic reports to DOJ and the reports required in accordance with the following schedule:

QUARTERLY PROGRAMMATIC AND FINANCIAL REPORTS DUE ON
(or the next business day if the date falls on a weekend or holiday)

REPORTING PERIOD:	DUE BY
July 1 – September 30, 2019	October 15, 2019
October 1 – December 31, 2019	January 15, 2020
January 1 – March 31, 2020	April 15, 2020
April 1 – June 30, 2020	July 15, 2020
July 1 – September 30, 2020	October 15, 2020
October 1 – December 31, 2020	January 15, 2021
January 1 – March 31, 2021	April 15, 2021
April 1 – June 30, 2021	July 15, 2021
July 1 – September 30, 2021	October 15, 2021
FINAL REPORT July 1, 2019 – September 30, 2021	November 15, 2021

5.4.1 This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to PRIME RECIPIENT following the expiration or termination of this Agreement.

5.5 Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of PRIME RECIPIENT, DOJ, the U.S. Government Accountability Office or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law or the terms of the Notice of Prime Award or this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT, SUBRECIPIENT shall be fully liable for all resulting costs, including all legal fees and court fees. Any such fees shall be paid by SUBRECIPIENT from funds other than those provided by PRIME RECIPIENT under this Agreement or any other agreements between PRIME RECIPIENT and SUBRECIPIENT. This provision shall survive the expiration or termination of this Agreement.

5.6 In any fiscal year in which SUBRECIPIENT expends \$750,000 or more in federal awards during such fiscal year, including awards received as a prime or sub-recipient, SUBRECIPIENT must comply with the federal audit requirements contained in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F, as adopted and modified by the DOJ at 2 C.F.R., Part 2800, including the preparation of an audit by an independent Certified Public Accountant in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501-7507, and with Generally Accepted Accounting Principles. If SUBRECIPIENT expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by PRIME RECIPIENT and appropriate officials of DOJ, the U.S. Government Accountability Office and the Comptroller General of the United States, and it must still have a financial audit performed for that year by an independent Certified Public Accountant. SUBRECIPIENT shall provide PRIME RECIPIENT with a copy of SUBRECIPIENT's most recent audited financial statements, federal Single Audit report, if applicable (including financial statements, schedule of expenditures of federal awards, schedule

of findings and questioned costs, summary of prior audit findings, and corrective action plan, if applicable), and management letter within thirty (30) days after execution of this Agreement and thereafter within nine (9) months following the end of SUBRECIPIENT's most recently ended fiscal year.

5.6.1 SUBRECIPIENT shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of the PRIME RECIPIENT, DOJ, the U.S. Government Accountability Office or the Comptroller General of the United States and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

5.7 Final payment request(s) under this Agreement must be received by PRIME RECIPIENT no later than thirty (30) days from the earlier of the expiration date or termination date of this Agreement. No payment request will be accepted by PRIME RECIPIENT after this date without its authorization. SUBRECIPIENT's acceptance of final payment from PRIME RECIPIENT will constitute an agreement by SUBRECIPIENT to release and forever discharge PRIME RECIPIENT, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or which may thereafter have, arising out of or in any way relating to this Agreement. SUBRECIPIENT's obligations to PRIME RECIPIENT under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of PRIME RECIPIENT. Such requirements shall include, without limitation, submitting final reports and providing any closeout-related information requested and by the deadlines specified by PRIME RECIPIENT. This provision shall survive the expiration or termination of this Agreement.

5.8 SUBRECIPIENT shall permit PRIME RECIPIENT to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award. SUBRECIPIENT further agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.

5.9 SUBRECIPIENT shall maintain all records, books, papers and other documents related to its performance of Approved Services under this Agreement (including without limitation personnel, property, and financial records) for a period of three years following the date that PRIME RECIPIENT makes the last payment to SUBRECIPIENT under this Agreement, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. SUBRECIPIENT shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of the Prime Recipient, DOJ, the U.S. Government Accountability Office and the Comptroller General of the United States.

5.10 Protection of Personally Identifiable Information (“PII”). Any confidential or PII acquired by the SUBRECIPIENT during the course of the subaward shall not be disclosed by the SUBRECIPIENT to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of PRIME RECIPIENT, either during the term of this Agreement or in the event of the termination of this Agreement for any reasons whatsoever. SUBRECIPIENT must have written procedures in place to respond in the event of an actual or imminent “breach” (OMB M-17-12) if it:

1. Creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII (2 C.F.R. 200.79) within the scope of an OJP grant-funded program or activity; or
2. Uses or operates a federal information system (OMB Circular A-130).

5.10.1 SUBRECIPIENT’s breach procedures must include a requirement to report actual or imminent breach of PII to PRIME RECIPIENT no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

5.11 When issuing statements and press releases, the SUBRECIPIENT shall clearly state that funding was partially provided through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. All other written materials must acknowledge DOJ funding as identified in either Special Conditions 36 and/or 37 of the Notice of Prime Award (Exhibit A).

5.12 In order to comply with Special Conditions 36 and 37 of the Notice of Prime Award (Exhibit A), the SUBRECIPIENT will provide any written materials, training curricula, and website information, a minimum of forty (40) working days prior to the targeted dissemination date. This will allow for review by PRIME RECIPIENT and submission to DOJ by PRIME RECIPIENT.

5.13 The relationship of SUBRECIPIENT to PRIME RECIPIENT is that of an independent contractor and not of an employee/employer. It is expressly understood that any individual performing services under this Agreement on behalf of SUBRECIPIENT shall not be deemed to be an employee or independent contractor of PRIME RECIPIENT, and such individual shall not be entitled to tax withholding, workers’ compensation, unemployment compensation or any employee benefits, statutory or otherwise, from PRIME RECIPIENT. SUBRECIPIENT agrees that it is solely responsible for the reporting and payment of income, social security and other employment taxes due to the proper taxing authorities with respect to such personnel. SUBRECIPIENT agrees to indemnify, defend and hold harmless PRIME RECIPIENT and its elected officials, officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney’s fees, relating to the reporting and payment of income, social security and other employment taxes and the provision of employee benefits (including but not limited to workers’ compensation, unemployment insurance and health insurance coverage or assessable payments

required under the Patient Protection and Affordable Care Act, P.L.111-148) with respect to such individual performing services under this Agreement on behalf of SUBRECIPIENT. This provision shall survive the expiration or termination of this Agreement.

ARTICLE 6

RESPONSIBILITIES OF PRIME RECIPIENT:

6.1 PRIME RECIPIENT shall pay Agreement funds to SUBRECIPIENT pursuant to the terms and conditions of Article 4 of this Agreement.

6.2 PRIME RECIPIENT shall assess, monitor, evaluate and provide guidance and direction to SUBRECIPIENT in the conduct of Approved Services performed under this Agreement. PRIME RECIPIENT has the responsibility to determine whether SUBRECIPIENT has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of SUBRECIPIENT to ensure that SUBRECIPIENT has met such requirements. PRIME RECIPIENT may require SUBRECIPIENT to take corrective action if deficiencies are found.

6.3 PRIME RECIPIENT and DOJ shall own all rights, title and interest relating to any and all inventions, works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by or for or on behalf of SUBRECIPIENT during the term of this Agreement that relate to the subject matter of or arise out of or in connection with the Approved Services ("Work Product"). All Work Product is work made for hire to the extent allowed by law and, in addition, SUBRECIPIENT hereby makes all assignments necessary to accomplish the foregoing ownership. SUBRECIPIENT shall assist PRIME RECIPIENT to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights assigned. SUBRECIPIENT represents and warrants that all Work Product created for PRIME RECIPIENT under this Agreement is original and does not infringe on the rights of any third party. SUBRECIPIENT further agrees to indemnify and hold harmless PRIME RECIPIENT against any damages or losses related to any claims of intellectual property infringement by the Work Product. The parties also acknowledge and agree that DOJ reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: (i) the copyright in the Work Product; and (ii) any rights of copyright to which PRIME RECIPIENT, SUBRECIPIENT or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. This provision shall survive the expiration or termination of this Agreement.

ARTICLE 7

TERMINATION:

7.1 PRIME RECIPIENT may, by giving written notice to SUBRECIPIENT, terminate this Agreement in whole or in part for cause, which shall include, without limitation: (i) failure for any reason of SUBRECIPIENT to fulfill timely and properly any of its obligations under this Agreement, including failure to comply with any provision of Section 8 of this Agreement; (ii) SUBRECIPIENT's default, breach or any intervening casualty which poses an immediate threat to life, health or safety; (iii) SUBRECIPIENT's breach of its representations, warranties and certifications contained in this Agreement; (iv) the suspension or debarment or determination that SUBRECIPIENT or any of its principals are ineligible to participate in federal assistance awards or contracts; (v) SUBRECIPIENT's failure to maintain the insurance coverage in the form and/or amounts required by PRIME RECIPIENT pursuant to this Agreement; (vi) the submission by SUBRECIPIENT of reports that are incorrect or incomplete in any material respect; (vii) ineffective or improper use by SUBRECIPIENT of funds received under this Agreement; or (viii) fraudulent activities on the part of SUBRECIPIENT.

7.2 If SUBRECIPIENT is unable or unwilling to comply with any additional conditions or requirements which may arise as a result of changes in or additions to any federal, state or local laws after the commencement of the Agreement Term, including without limitation those applied by DOJ in their grants and reimbursements to PRIME RECIPIENT, and which thereby become applicable to SUBRECIPIENT during the Agreement Term, SUBRECIPIENT shall terminate this Agreement by giving written notice to PRIME RECIPIENT. The effective date of such notice of termination shall be no earlier than thirty (30) days from the date of the notice.

7.3 Upon giving or receiving notice of termination, PRIME RECIPIENT may require SUBRECIPIENT to ensure that adequate arrangements have been made for the transfer of performance of the Approved Services to another entity or to PRIME RECIPIENT, including the reasonable payments of any costs involved in such transfer out of compensation otherwise due SUBRECIPIENT under this Agreement.

7.4 In the event of any termination of this Agreement, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by SUBRECIPIENT under this Agreement shall be forwarded to PRIME RECIPIENT, and SUBRECIPIENT shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of this Agreement during the Agreement Term.

7.5 Whether or not this Agreement is terminated, SUBRECIPIENT shall be liable to PRIME RECIPIENT for damages sustained by PRIME RECIPIENT by virtue of any breach of this Agreement by SUBRECIPIENT, and PRIME RECIPIENT shall be liable to SUBRECIPIENT for damages sustained by SUB RECIPIENT by virtue of any breach of this Agreement by PRIME RECIPIENT. This shall include, without limitation, liability of SUBRECIPIENT for the disallowance by DOJ of the reimbursement of charges submitted

by PRIME RECIPIENT for services provided by SUBRECIPIENT under this Agreement where the disallowance is in any way attributable to SUBRECIPIENT, including the provision or maintenance by SUBRECIPIENT of inadequate or erroneous records or billing documentation of services provided. If any such reimbursement of charges is disallowed as a result of an audit by DOJ of the SUBRECIPIENT or PRIME RECIPIENT, the amount disallowed must be paid by SUBRECIPIENT to PRIME RECIPIENT from funds other than those provided by PRIME RECIPIENT under this Agreement.

ARTICLE 8

MISCELLANEOUS:

8.1 The following persons shall be contact persons for the parties, and notice given to them, by certified mail, return receipt requested, to the addresses shown below, shall constitute valid notice under the requirements for this Agreement:

1. For COUNTY/PRIME RECIPIENT:

Edward Petrovitch
County Administrator
P.O. Box 99
Spotsylvania County, VA 22553

With a copy to:

Spotsylvania County Attorney
9105 Courthouse Road
P.O. Box 308
Spotsylvania, VA 22553

2. For SCHOOLS/SUBRECIPIENT:

Dr. S. Scott Baker, Superintendent and
Spotsylvania County Public Schools
8020 River Stone Drive
Fredericksburg, VA 22407

8.2 The parties agree that this Agreement is governed by and shall be interpreted in accordance with the laws of the Commonwealth of Virginia, and that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of Spotsylvania County, Virginia. The parties agree that any litigation involving this Agreement shall be brought only in such court. Each party to this Agreement shall be responsible for their respective attorney's fees.

8.3 This Agreement supersedes all oral agreements, negotiations and representations between the parties pertaining to the subject matter of this Agreement.

8.4 In the event that any provision of this Agreement is unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect and shall not be affected thereby.

8.5 SCHOOLS / SUBRECIPIENT warrants to COUNTY / PRIME RECIPIENT that the services performed pursuant to this Agreement shall conform to all professional principles generally accepted as standards for public educational institutions expending federal grant funds.

8.6 Any failure of the COUNTY / PRIME RECIPIENT to demand rigid adherence of SCHOOLS / SUBRECIPIENT to one or more of the terms and provisions as set forth in this Agreement, on one or more occasions, shall not be construed as a waiver nor deprive the COUNTY / PRIME RECIPIENT of the right to insist upon strict compliance with all the terms of this Agreement on other occasions. Any waiver of a term of this Agreement, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

8.7 SCHOOLS / SUBRECIPIENT shall not assign, subcontract or transfer any of its rights, responsibilities or obligations under this Agreement without COUNTY / PRIME RECIPIENT's prior written consent, which COUNTY / PRIME RECIPIENT may withhold in its sole discretion. Should SCHOOLS / SUBRECIPIENT assign, subcontract or transfer any of its rights, responsibilities or obligations hereunder with such consent from COUNTY / PRIME RECIPIENT, SCHOOLS / SUBRECIPIENT and the party to which it proposes to assign or subcontract its responsibilities or services hereunder must enter into a written agreement that is consistent with this Agreement and the various requirements specified hereunder (including but not limited to STOP School Violence Act of 2018 program requirements) and that is approved by COUNTY / PRIME RECIPIENT prior to its execution.

8.7.1 The bankruptcy, takeover or merger, outright purchase, or other change in ownership or status of SCHOOLS / SUBRECIPIENT, or any assignment for the benefit of creditors shall fully obligate the newly-formed organization, corporation or legal entity to fulfill all terms and conditions of this Agreement, and to perform or supply items in accordance with the specifications or descriptions contained herein. Should such newly-formed organization, corporation or legal entity fail to fulfill all the terms and conditions of this Agreement or fail to perform or supply items in accordance with the specifications or descriptions contained herein to the satisfaction of the COUNTY / PRIME RECIPIENT, it shall have the right unilaterally to terminate this Agreement and/or to pursue any remedy for damages and otherwise which is available at law and in equity. The COUNTY / PRIME RECIPIENT reserves the right to enforce any subaward or subcontract directly against the subawardee or subcontractor, SCHOOLS / SUBRECIPIENT or any newly formed organization, corporation or legal entity. Failure of any subawardee or subcontractor to perform shall not relieve SCHOOLS / SUBRECIPIENT of its obligation to fulfill the terms and conditions of this Agreement as set forth herein.

8.8 Any reports, studies, photographs, negatives, analysis, data tables, calculations, or other documents prepared by SCHOOLS / SUBRECIPIENT in the performance of its obligations under this Agreement shall be remitted to the COUNTY / PRIME RECIPIENT by SCHOOLS / SUBRECIPIENT upon expiration or termination of this Agreement. SCHOOLS / SUBRECIPIENT shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of obligations under this Agreement without prior written consent of the COUNTY / PRIME RECIPIENT.

8.9 Article and paragraph headings are inserted for convenience only and are not a part of this Agreement.

8.10 Any amendment to this Agreement, including to the Approved Services and the Approved Budget, shall be approved in writing, signed by an authorized representative of each party, and attached to this Agreement.

[Remainder of page left intentionally blank]

WITNESS the following signatures and seals in agreement with the above terms:

SPOTSYLVANIA COUNTY, VIRGINIA

By: _____
EDWARD PETROVITCH (Date)
COUNTY ADMINISTRATOR

SPOTSYLVANIA COUNTY PUBLIC SCHOOLS

By: _____
DR. S. SCOTT BAKER (Date)
SUPERINTENDENT

Approved as to form:

Asst. County Attorney (Dated)

SUBAWARD AGREEMENT

List of Exhibits

<u>Exhibit A</u>	Notice of Prime Award
<u>Exhibit B</u>	Subaward Data
<u>Exhibit C</u>	Approved Services
<u>Exhibit D</u>	Approved Budget
<u>Exhibit E</u>	Required Contract Provisions
<u>Exhibit F</u>	Certification Regarding Lobbying

Exhibit A

Notice of Prime Award

Exhibit B

Subaward Data

(i)	Subrecipient Name	Spotsylvania County School Board
(ii)	Subrecipient Unique Entity Identifier:	608533142
(iii)	Federal Award Identification Number (FAIN):	2018-YS-BX-0049
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	October 1, 2018
(v)	Subaward Period of Performance Start Date:	Execution Date of Subaward Agreement
	Subaward Period of Performance End Date:	September 30, 2021
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$94,851
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$94,851
(viii)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$94,851
(ix)	Federal Award Project Description:	To improve efforts to reduce violent crime through the use of technology to anonymously report suspicious activity regarding school violence
(x)	Name of Federal Awarding Agency:	U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
	Name of Pass-Through Entity:	Spotsylvania County, Virginia
	Contact Information for Federal Awarding Official:	Matt Dummermuth Principal Deputy Assistant Attorney General Contact Information Not Available
	Contact Information for Prime Recipient Authorizing Official:	Edward Petrovitch County Administrator epetrovitch@spotsylvania.va.us

		540-507-7010
	Contact Information for Prime Recipient Project Director:	Annette D'Alessandro Grants Manager adalessandro@spotsylvania.va.us 540-507-7595
(xi)	CFDA Number, Name, and Award Amount:	CFDA 16.839 FFY 2018 STOP School Violence in the amount of \$95,472
(xii)	Identification of Whether Subaward is R&D:	This subaward is not for Research and Development.
(xiii)	Indirect Cost Rate for the Prime Recipient Federal Award:	Not Applicable
	Subrecipient Indirect Costs:	See <u>Exhibit D</u> – Approved Budget
	Subrecipient Local Match to be Provided from Non-Federal Sources	See <u>Exhibit D</u> – Approved Budget

Exhibit C
Approved Services

The Subrecipient will procure, implement, and utilize a safety communication technology platform that will provide the following safety communication capabilities:

- Anonymous mobile app tip line for stakeholders to proactively report bullying and safety concerns,
- 2-way communication between schools and the Sheriff's Office/first responders,
- Alert tool for every teacher and staff member in the school,
- Accountability and unification tracking system in the event of an emergency,
- Resources for safety education and training for parents, students, and school staff, and
- Integration with existing systems.

This comprehensive safety platform will empower all stakeholders with tools and information to help each other at the time of an emergency. Stakeholders will be able to obtain information through phone, text, email using their mobile, tablet, and/or computer. An awareness campaign will be part of the implementation so that parents, students, staff, and first responders have a full understanding of the system and its capabilities. In addition, two staff members from the Subrecipient will attend mandatory training in Washington D.C.

To demonstrate program progress and success and to assist in fulfilling the responsibilities for the STOP School Violence Threat Assessment and Technology Reporting Program, the Spotsylvania County Public Schools will provide and report data that measures the results of the STOP School Violence program. Specifically, the data will indicate:

- Percent of anonymous reporting solutions completed
- Number of anonymous tips received
- Percent of anonymous tips determined to be credible resulting in a formal response by the intervention team, school resource officer, school counselor, or school psychologist (or other license clinical professional). This data will be reviewed by the Spotsylvania County Public Schools/Sheriff's Office Joint Safety Taskforce. This Taskforce is comprised of members from Spotsylvania County Public Schools division leadership and Spotsylvania County Sheriff's Office personnel. The group will utilize the data to identify ways to enhance school safety and reduce bullying incidents.

Exhibit D
Approved Budget

CATEGORY	FEDERAL SUBAWARD	LOCAL MATCH PROVIDED BY THE SUBRECIPIENT FROM NON- FEDERAL SOURCES	TOTAL PROJECT COSTS
Personnel	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Travel	\$1,101	\$367	\$1,468
Equipment	\$0	\$0	\$0
Supplies: Training Materials	\$3,750	\$1,250	\$5,000
Construction	\$0	\$0	\$0
Subawards	\$0	\$0	\$0
Procurement Contract: Safety Communication Platform	\$90,000	\$30,000	\$120,000
Other	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0
TOTAL	\$94,851	\$31,617	\$126,468
Percentage Rate	75%	25%	100%

Exhibit E

Required Contract Provisions

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part

by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) See §200.322 Procurement of recovered materials.

Exhibit F

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned, on behalf of the Subrecipient, 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 any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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.
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 imposed by section 1352, title 31, U.S. Code. 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.

Spotsylvania County Public Schools

Name: _____

Title: _____

Date: _____