

New Castle County Volunteer Fire Company CARES Act Funding Certificate

I, _____(name), the _____(title)
of _____("Fire Company"), certify that:

1. I have the authority on behalf of Fire Company to execute this Certification seeking the distribution of funds from New Castle County (the "County") pursuant to the Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Public Law No. 116-136 (the "CARES Act") and New Castle County Emergency Ordinance No 20-008 (the "Ordinance").
2. I understand that New Castle County will rely upon this Certification as a material representation in making a direct payment to Fire Company.
3. Fire Company's proposed use of funds provided under the CARES Act and the Ordinance, including any interest accruing from those funds, will be used to cover only those costs ("Eligible Costs") that:
 - a. are 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 Fire Company; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
4. In addition to satisfying the criteria set forth in Paragraph 3 of this Certification, funds distributed to Fire Company from the County pursuant to Section 5001 of the CARES Act and the Ordinance must be used in compliance with the guidance issued by the United States Department of the Treasury (available at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>) and any guidance issued by the County. This may include Fire Company's required participation in training programs or technical assistance on program-related matters, consenting to on-site review(s) of Fire Company's program operations, and undertaking actions in compliance with directives issued by the County and other forms of guidance or assistance.
5. The use of these funds is subject to audit by the Inspector General of the Department of the Treasury (the "IG") and the County. Fire Company will comply with all audits performed by the IG, the County or any committee or entity established under any ordinance of the County. Fire Company agrees to produce to the IG or the County all relevant documentation for audit purposes. If the IG or the County determines that the funds have been used for an ineligible expense, Fire Company shall return such funds to the County within sixty (60) days following notice to Fire Company of such ineligible use of funds. The determination of the IG or the County that Fire Company's use of funds was ineligible shall be final, binding and non-appealable. The Fire Company shall be liable to the County

for all costs, including attorneys' fees, incurred by the County in recovering funds used for purposes deemed ineligible. The Fire Company may be subject to offset or recoupment for failure to return any funds deemed to have been used for an ineligible expense.

6. I hereby certify that I have reviewed all available guidance issued by the United States Department of the Treasury and the County and will review any subsequent revisions and additions to such guidance.
7. Funds distributed to Fire Company by the County pursuant to the CARES Act and the Ordinance that are not expended on Eligible Costs during the period between March 1, 2020 and December 30, 2020 must be returned to the County by Fire Company on or before February 28, 2021.
8. Fire Company shall retain documentation of all uses of funds received pursuant to Section 5001 of the CARES Act and the Ordinance including, but not limited to, financial records, invoices, sales receipts, employee time records, contracts and purchase orders until December 31, 2027. Such documentation shall be produced to the County or the IG upon request. Fire Company must complete timely reporting as may be required by either the federal government or County.
9. Fire Company acknowledges that funds provided pursuant to Section 5001 of the CARES Act and the Ordinance **cannot and will not** be used for revenue replacement for shortfalls in the receipt of grants or other funds the Fire Company would have otherwise received from any local, state or federal government, organization or association or fund raising effort undertaken by the Fire Company.
10. Fire Company acknowledges that funds received pursuant to Section 5001 of the CARES Act and the Ordinance **cannot and will not** be used for expenditures for which Fire Company has received any other emergency COVID-19 funding (whether state, federal or private) for the same expenditure or for losses against which the Fire Company is insured.
11. Fire Company acknowledges that funds received pursuant to Section 5001 of the CARES Act and the Ordinance **cannot and will not** be used to reimburse expenditures in which the Fire Company has sub-granted funds to a unit of local government, non-profit or other entity or organization.
12. As defined under 2 C.F.R. Part 200.501, Fire Company acknowledges that if Fire Company expends federal award funds in the amount of \$750,000 or greater during Fire Company's fiscal year, including but not limited to any funds received pursuant to section 5001 of the CARES Act and the Ordinance, Fire Company will be subject to a single audit or a program specific audit for that year consistent with Subpart F—Audit Requirements of 2 C.F.R. Part 200. To the extent that 2 C.F.R. Part 200.501(h) of Subpart F applies, Fire Company acknowledges that it will be subject to the compliance and audit requirements imposed by the County.

13. I authorize _____ (name)
_____ (title) of Fire Company at
_____ (e-mail) to submit requests
for reimbursement of expenditures on Fire Company's behalf, and to remain the primary
point of contact with the County for the reimbursement process. I understand that this
individual is solely authorized to submit requests for reimbursement, and will remain so
unless I submit a written and verbal request for modification. Alternatively I choose to
submit reimbursement requests myself, and my e-mail address is: _____
_____.

**I declare under penalty of perjury that I have read the above certification and my statements
contained herein are true and correct to the best of my knowledge.**

By: _____ (sign, in the presence of a notary)

Name: _____

Title: _____

Date: _____

Subscribed and sworn to before me this ____ day of _____, 2020.

Notary Public

My commission expires: _____

Return this signed and notarized original certificate to the following address:

**County Attorney
New Castle County Office of Law
87 Reads Way, New Castle, DE 19720**