

CERTIFICATION AND ASSURANCE

I, James E. Ball am the Chairman
(Name of Signatory) (Title)

of Baldwin County Commission
(State Agency, Local Government, or Non-Governmental Entity)

and I certify under penalty of perjury that:

1. I have the authority on behalf of the above listed entity (hereinafter "Entity") to request payment from the State of Alabama ("State") of funding from the Coronavirus State and Local Fiscal Recovery Fund.
2. I understand that this subaward is provided to the subrecipient through federal financial assistance to the State of Alabama in the amount of \$2,120,279,417 from the U.S. Treasury via Section 602(a)(1) of the Social Security Act (42 U.S.C. 301 et seq.), known as the American Rescue Plan Act, as created by Section 9901 of the ARPA, Pub. L. No. 117-2 (March 11, 2021) under Federal Award Identification Number SLFRP2635 Coronavirus State and Local Fiscal Recovery Fund for the period March 3, 2021 to December 31, 2024, CFDA number 21.027. This subaward is provided in accordance with the requirements set forth in the ARPA and other applicable federal and state law and policy, and the subrecipient affirms that all information it has provided relating to this subaward is true and accurate. This subaward does not include research and development. The parties acknowledge and understand that each subrecipient of FRF funds will be evaluated in accordance with Code of Federal Regulations 200-331(b) for risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. Further, each subrecipients' activities will be monitored as necessary to ensure that the subaward is used for authorized purposes, in compliance with law, and that subaward performance goals are achieved. Other monitoring tools may be implemented depending on the level of risk posed by the subrecipient.
3. I understand that the State will rely on this certification as a material representation in making an award to the Entity.
4. The entity's proposed uses of the funds provided will be used only to cover those costs that are used —
 - a. To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits; or for aid to impacted industries;
 - b. To respond to workers performing essential work during the COVID-19 public health emergency, by providing premium pay to eligible workers who are performing essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - c. For the provision of government services to the extent of the reduction in revenue of the State due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency (**Note:** Local recovery funds may not be used to replace local revenue); and
 - d. To make necessary investments in water, sewer, or broadband infrastructure.
5. The recipient agrees to maintain records concerning the funds provided in this award. Such records must be available for review or audit by appropriate officials of a federal and pass-through agency.
6. Notwithstanding any other provision of this Agreement, the Parties acknowledge and agree that the entity is a "Subrecipient" as that term is defined in Code of Federal Regulations, Title 2, § 200.1. As such, the entity is responsible for complying with all federal requirements for Subrecipients, including the Single Audit Act and Code of Federal Regulations, Title 2, Part 200, subpart F regarding audit requirements. Code of Federal Regulations, Title 2, § 200.332(f) requires recipients to verify with each subrecipient that is expected to expend \$750,000 or more in Federal awards during a fiscal year have a single or program-specific audit conducted for that year in accordance with the provisions of Code of Federal Regulations, Title 2, § 200.501. The parties acknowledge that the recipient has provided notice to subrecipient of the audit requirements applicable to the award made by this Agreement and the subrecipient agrees to comply therewith.
7. Any subrecipient, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.
8. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP2635 awarded to the State of Alabama by the U.S. Department of the Treasury."

Signature: 

Date: May 31, 2022

Printed Name: James E. Ball

Title: Chairman