

**AGREEMENT
BETWEEN
MADISON COUNTY, ALABAMA
AND
CITY OF MADISON, ALABAMA,
a municipal corporation,
FOR
THE PROVISION OF FUNDING FOR THE
PUBLIC SAFETY ANNEX RENOVATION**

**American Rescue Plan Act Revenue Replacement Funding
to Support the Delivery of Government Services to County Residents**

THIS AGREEMENT (“Agreement”) is entered into by and between **MADISON COUNTY, ALABAMA** (the “County”), and **CITY OF MADISON, ALABAMA, a municipal corporation** (the “Recipient”) (collectively, the “Parties”).

WHEREAS, the County received a Coronavirus State and Local Fiscal Recovery Fund (“SLFRF”) award under the American Rescue Plan Act (“ARPA funds”) from the U.S. Department of the Treasury (“Treasury”); and

WHEREAS, under the final rule issued by Treasury on January 6, 2022 (the “Final Rule”), the County duly designated a standard allowance of \$10,000,000.00 of its ARPA funds as revenue replacement funds (“ARPA revenue replacement funds”); and

WHEREAS, the Final Rule clarified that ARPA revenue replacement funds may be used to provide government services and encouraged recipients, like the County, to use these funds for investments that serve the needs of their communities and build a stronger and more equitable recovery from the pandemic, see Coronavirus State and Local Fiscal Recovery Funds, Final Rule: Frequently Asked Questions, No. 3.2; and

WHEREAS, Ala. Code § 11-1-10 authorizes the County to contract with the Recipient “for the purpose of receiving or acquiring ... services ... and all other benefits deemed for the public interest in the promotion of industrial, agricultural, recreational or any other beneficial development”; and

WHEREAS, the Recipient is undertaking to renovate a building to serve as its Public Safety Annex building for the purpose of improving the delivery of public safety services to county residents residing both within and without the Recipient’s municipal limits (the “Project”); and

WHEREAS, the County has determined that contracting with the Recipient to provide funding to assist in the construction costs associated with the Project is for the public interest and will promote beneficial development of the delivery of public safety services in the county; and

WHEREAS, the Madison County Commission (“Commission”) has allocated up to five hundred thousand dollars (\$500,000.00) of its ARPA revenue replacement funds to fund the Project; and

WHEREAS, the Parties desire to enter into an agreement setting forth the terms and conditions governing the appropriation of these funds by the Commission and their use by the Recipient.

NOW, THEREFORE, it is agreed between the Parties as follows:

I. PROJECT SCOPE

A. Purpose and Goal of the Agreement

The purpose of this Agreement is to improve the delivery of public safety services to county residents residing both within and without the Recipient's municipal limits by providing funding for the renovation of the Recipient's Public Safety Annex building.

B. Scope of Work

1. The Recipient will be responsible for providing all personnel, materials, construction resources, and services necessary to satisfy the purpose and meet the goal(s) of this Agreement as set forth in **Section I.A.** and described in **Attachment 1**. Furthermore, the Recipient shall do so in a manner satisfactory to the County and consistent with any local, state, or federal law, rule, regulation, standard, or policy which is applicable as a result of its entering into this Agreement.
2. Further, for all work related to the Project, Recipient hereby specifically agrees to comply with procurement requirements imposed by federal and state law, including the competitive bid requirements found in Alabama's Public Works Law at Ala. Code § 39-2-1, *et seq.*, and shall document compliance with these requirements in the reports required under **Section I.F.** of this Agreement.
3. **Recipient further agrees that funds available pursuant to this Agreement shall be drawn down and expended toward the completion of the Project prior to the Recipient's expenditure of other funds available for the Project and shall certify the same in conjunction with the reports required under Section I.F. and requests for payment as provided in Section III.B.**

C. Standards and Licensing

The Recipient warrants that all work to be provided in the implementation of the Project shall be completed by properly licensed and/or certified persons and/or business entities which have been thoroughly vetted by Recipient and deemed to be qualified to fully and successfully perform the work required of them in a professional manner and consistent with all applicable industry standards.

D. Staffing

The Recipient shall ensure adequate and appropriate staffing is allocated to each activity necessary for the completion of the Project. Any changes in the key personnel assigned or their general responsibilities under the Project are subject to the prior approval of the County.

E. Period of Performance

The period of performance for this Agreement shall commence on the date it is finally and fully executed by the Parties and shall terminate at 11:59 p.m. on December 31, 2025. The terms of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Recipient remains responsible for carrying out the approved activities. At a minimum, all activities must comply with the following benchmark dates of performance as outlined by Treasury:

1. All funds provided for the Project pursuant to this Agreement must be obligated no later than December 31, 2024;
2. All funds provided for the Project pursuant to this Agreement must be expended no later than December 31, 2026;
3. Project costs incurred prior to March 3, 2021, are ineligible for funding under this Agreement;
4. For projects started prior to March 3, 2021, project costs are eligible if costs were incurred after March 3, 2021.

F. Reporting by the Recipient and Oversight by the County

1. For Project contracts that were awarded by the Recipient prior to execution of this Agreement that the Recipient expects to submit to the County for payment from ARPA funds, the Recipient must first submit evidence establishing that its procurement processes for the Project fully followed all applicable local, state, and federal laws, regulations, standards, and policies, including, but not limited to, the state provisions found in the Public Works Law at Ala. Code § 39-2-1, *et seq.*, and the federal provisions set forth in **Section I.B.** of this Agreement. Submission of such evidence by the Recipient and approval by the County of the processes employed shall be a condition precedent to the effectiveness of this Agreement.
2. For Project contracts expected to be awarded following the execution of this Agreement that the Recipient expects to submit to the County for payment from ARPA funds, evidence of current procurement process compliance must be submitted for review and approval prior to the award of such contracts.
3. The Recipient shall provide monthly reports to the County detailing Project progress; offering an accounting of the Recipient's expenditures of ARPA revenue replacement funds; and providing an update on the percentage of Project completion as of the date the report is submitted. Each report must contain a certification by the Recipient that the associated costs set forth in the report were used to provide specific materials and/or services for the benefit of the public and that they were not expended for any ineligible use as defined by Treasury. Each report shall also include a certification as required by **Section I.B.3.**
4. Any Request for Payment must also include a statement of Project completion percentage as of the time the request is submitted and shall be certified for accuracy by a licensed engineer or architect on behalf of the Recipient. See **Section III.**

5. The Recipient must inform the County, as soon as practical, of all issues or potential delays in the completion of the Project, as well as plans to mitigate these delays.
6. The Recipient must accommodate any request by the County to visit or inspect the Project site if at least forty-eight (48) hours' notice is given.
7. Reports must be provided using the form included herein as **Attachment 2** and shall be due no later than the following dates at the County's close of business:

Reporting Coverage Period	Due Date
December 1, 2024 – December 31, 2024	January 21, 2025
January 1, 2025 – January 31, 2025	February 21, 2025
February 1, 2025 – February 28, 2025	March 21, 2025
March 1, 2025 – March 30, 2025	April 21, 2025
April 1, 2025 – April 30, 2025	May 21, 2025
May 1, 2025 – May 31, 2025	June 20, 2025
June 1, 2025 – June 30, 2025	July 21, 2025
July 1, 2025 – July 31, 2025	August 21, 2025
August 1, 2025 – August 31, 2025	September 22, 2025
September 1, 2025 – September 30, 2025	October 21, 2025
October 1, 2025 – October 31, 2025	November 21, 2025
November 1, 2025 – November 30, 2025	December 22, 2025
December 1, 2025 – December 31, 2025	January 21, 2026

G. Eligibility of Expenditures

1. Recipient shall expend funds received pursuant to this Agreement solely to satisfy the purpose and goals set forth in **Section I** of this Agreement.
2. In no event shall the funds be expended:
 - a. For any purpose other than support of the public purpose identified in this Agreement;
 - b. For special deposits into pension funds, retirement accounts, or rainy-day funds;
 - c. To offset a reduction in net tax revenue, if applicable;
 - d. As reimbursement for costs or damages covered by insurance;
 - e. For expenses that have been or will be reimbursed under any federally funded program, including, but not limited to, allocations of other ARPA funds, the PPP Loan Program, Economic Injury Disaster Loan Program, PUA, Revive Alabama, and Revive Plus Alabama;
 - f. As matching funds for another federal award, unless otherwise authorized by federal law and only with the prior approval of the County;
 - g. For legal settlements;
 - h. For severance pay;
 - i. To pay debt service on a loan or other debt instrument;
 - j. To support lobbying activities;
 - k. To support gatherings primarily supporting entertainment functions; or

- I. In a manner that would frustrate efforts to mitigate or prevent COVID-19 based upon applicable guidance from the Center for Disease Control.

II. PROJECT BUDGET

The estimated budget for the Project is set forth in **Attachment 1**. However, the County may require a more detailed budget breakdown, and the Recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget for the Project must be approved in writing by both the County and the Recipient.

III. DISBURSAL OF FUNDS

A. Contract Limits

1. The County agrees to make available to the Recipient ARPA revenue replacement funds in an aggregate amount not to exceed **five hundred thousand dollars (\$500,000.00)** to cover budgeted costs as specified in **Section II** and **Attachment 1**.
2. Without exception, all Project costs, including any overages, which exceed the contract limit set forth above shall be covered by the Recipient.
3. At no time and under no circumstances shall County cumulatively expend more than **five hundred thousand dollars (\$500,000.00)** under this Agreement.

B. Disbursement Process

1. Funds will be provided based upon the County's receipt and review of original, eligible invoices properly submitted by the Recipient.
2. Funds will be disbursed by the County directly to the Recipient upon its submission of a Request for Payment using **Attachment 3** and providing the following in support thereof:
 - a. Documentation establishing proper, legal procurement of the materials, work, and/or service;
 - b. Certification by a licensed engineer/architect on behalf of the Recipient as to the percentage of the Project completed as of the date of the form's submission;
 - c. Timely submitted progress reports as provided in **Section I.F.**;
 - d. Proof of the Recipient's payment to the appropriate contractor for any prior invoices submitted to and paid by the County; and
 - e. A certification as required by **Section I.B.3**.
3. Requests for Partial Payment will be paid no more frequently than once per month.
4. Retainage of five percent (5%) will be held by County from each Request for Partial Payment until the satisfactory completion of the Project.
5. Recipient's Request for Final Payment shall be made using **Attachment 3** and shall be sent to the County in the amount of the cumulative retainage, along with a

certification of satisfactory completion of the Project and proof of payment by the Recipient of the final invoices relating thereto or, alternatively, copies of final invoices relating to the completion of the Project. The Request for Final Payment shall also be accompanied by proof of publication of the Notice of Completion of the Project as required by Ala. Code § 39-1-1, as well as proof that all previous payments have been remitted to the appropriate contractor/vendor.

6. County reserves the right to withhold, delay, or reclaim any portion or the entirety of the funds disbursed according to this Section for failure of Recipient to perform in accordance with the terms of this Agreement or to comply with the reporting requirements or any other provisions set forth herein.

IV. NOTICES

Unless otherwise modified by subsequent written amendment to this Agreement, notices required by this Agreement shall be in writing and delivered via certified mail, sufficient postage prepaid, to the party representatives set forth below. Any notice delivered or sent in this manner shall be deemed effective on the date of delivery.

<p><u>FOR THE COUNTY:</u></p> <p>Jennifer Gordon, ARPA Project Monitor Madison County Commission 100 Northside Square 7th Floor Huntsville, AL 35801 (256) 532-3782 jgordon@madisoncountyal.gov</p>	<p><u>FOR THE RECIPIENT:</u></p> <p>Steve Smith City of Madison 100 Hughes Road Madison, AL 35756 (256) 752-5602 Steve.Smith@madisonal.gov</p>
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V. GENERAL CONDITIONS

A. General Compliance

All activities conducted by the Recipient that are funded in whole or in part by monies received pursuant to this Agreement must follow all local, state, and federal laws, rules, regulations, standards, and policies made applicable to County through the terms and conditions of its ARPA award. A non-exclusive list of such regulations identified by Treasury is included in **Attachment 4** and hereby made a part of this Agreement as if fully set forth herein.

The Recipient agrees to comply with all applicable provisions listed in **Attachment 4** and to include such provisions in any agreements used to procure performance of any portion of the work required to complete the Project. Further, the Recipient agrees that it will comply with all other applicable local, state, and federal laws, rules, regulations, standards, and policies governing the funds provided under this Agreement, including, without limitation, the Alabama Public Works Law codified at Ala. Code § 39-1-1, *et seq.*

B. Independent Contractor

Nothing contained in this Agreement is intended to create or establish, and shall not be construed in any manner as creating or establishing, the relationship of employer/employee between the Parties. The Recipient shall at all times remain an "independent contractor" with respect to the performance of obligations under this Agreement.

C. Prohibition on Recipient Acting as an Agent of the Commission

This Agreement and the relationship created hereby does not in any manner create, imply, or otherwise vest any authority in the Recipient to act on behalf of the Commission. Furthermore, this Agreement hereby expressly forbids any action or behavior that would have any tendency to create an actual or implied agency relationship between the Parties.

D. Conflict of Interest

1. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by federal funds.
2. No employee, officer, or agent of the Recipient shall participate in the selection, award, or administration of a contract supported by funds provided pursuant to this Agreement if a conflict of interest, actual or implied, would be created.
3. No individual contemplated by the terms of **Section V.D.1.** who exercises or who has exercised any functions or responsibilities with respect to ARPA-assisted activities, or who is in a position to participate in a decision-making process or to gain inside information with regard to the Project may obtain a financial interest in any contract or in any way possess, maintain, or control a financial interest in any contract, subcontract, or agreement with respect to the Project or with respect to any proceeds from the Project. Such prohibition applies equally to the covered person and to those with whom he or she has business or immediate family ties and shall have a duration extending through their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, the Recipient, or any designated public agency.

E. Hold Harmless

To the extent allowed by law, the Recipient shall hold harmless, defend, and fully indemnify the County and its Commissioners, departments, employees, supervisors, insurers, agents, representatives, and attorneys (for purposes of this section, collectively referred to as the "Commission") from any and all claims, demands, notices, violations, findings, actions, judgments, or orders of whatsoever kind or character that may arise out of the Recipient's performance or nonperformance under this Agreement or services supported or facilitated thereby, or any matter or activities encompassed in or anticipated by this Agreement, including, without limitation, attorney fees and other legal expenses and costs incurred as a result of the County enforcing, defending, or complying with this

Agreement or otherwise addressing or defending any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.

F. Insurance and Bonding

The Recipient shall provide the County with an insurance certificate for comprehensive general liability coverage in a minimum amount of one million dollars (\$1,000,000.00), such certificate to name the County and the Commission as additional insureds.

G. Liability

The Recipient agrees to repay to the County an amount equal to the amount of funds, plus accrued interest, expended pursuant to this Agreement if the County determines the Recipient's agents or assigns have spent ARPA funds in a manner that violates this Agreement and/or any local, state, or federal law, rule, regulation, standard, or policy governing the use of the provided funds. This provision shall be in addition to, and shall not be deemed to waive, any rights or remedies of the County under applicable law.

H. Amendments

The Parties may amend this Agreement at any time provided that each amendment makes specific reference to this Agreement; is executed in writing; is signed by a duly authorized representative of each of the Parties; and is approved in its final amended form by the Commission. Any amendment shall neither invalidate this Agreement nor relieve or release either party from its obligations hereunder.

The County may, in its discretion and with thirty (30) days written notice to the City, amend this Agreement to conform with local, state, and federal laws, rules, regulations, standards, and policies; available funding amounts; or for other reasons deemed necessary and appropriate by the Commission.

I. Assignment

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the County. Any consent to assignment shall not be considered consent to any subsequent assignment.

J. Contracts/Subcontracts

1. Following the execution of this Agreement, the Recipient shall not enter into any contracts or subcontracts with any entity or individual in the performance of this Agreement without the approval of the County's Legal Department.
2. All contracts and subcontracts awarded for work on the Project shall incorporate the applicable terms and conditions of this Agreement, including, without limitation, all applicable provisions of **Attachment 6**. Additionally, the completion and submission by any contractor, subcontractor, or vendor of the certifications included in **Attachment 7** shall be a pre-condition to the award of any subcontracts for work on the Project.

K. Eligibility to Receive Federal Funds

1. By entering into this Agreement, the Recipient certifies that it is eligible to receive federal funds.
2. Throughout the term of this Agreement, the Recipient must remain eligible to receive federal funds. If at any time the Recipient receives notice, or otherwise should reasonably know, that it has been debarred or suspended from receiving federal funds, the Recipient must notify the Commission in writing of the same within five (5) days of its initial notice.

L. Nondiscriminatory Provision of Services

As a condition precedent to effectiveness of this Agreement, the Recipient shall have adopted and implemented a non-discrimination policy applicable to both its business operations and its services and activities relating to this Agreement. The Recipient will ensure that any of its services and activities supported by the funds provided pursuant to this Agreement will be available to all members of the general public regardless of race, age, sex, religion, or disability.

M. Suspension or Termination

1. The County may suspend or terminate this Agreement if the Recipient fails to materially comply with any of its terms or conditions, including, but not limited to, the following:
 - a. Failure to comply with any of the local, state, or federal laws, rules, regulations, standards, or policies referred to herein or which are made applicable at any time;
 - b. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Ineffective or improper use of any funds provided under this Agreement;
 - d. Submission by the Recipient to the County of a report that is incorrect or incomplete in any material respect; or
 - e. Recipient being suspended or debarred from receiving federal funds consistent with 2 C.F.R. Part 180.

In the event the Agreement is terminated pursuant to this paragraph 1., the Recipient shall reimburse the County for any amounts already paid pursuant to this Agreement.

2. This Agreement may also be terminated upon mutual agreement of the Parties.
3. This Agreement may also be terminated by either the County or the Recipient, in whole or in part, by setting forth the reasons for such termination; the effective date; and, in the case of partial termination, the portion to be terminated. In the event partial termination is proposed by either party, if the County determines that the remaining portion of the Agreement will not accomplish the purpose for which the Agreement was made, the County may terminate the Agreement in its entirety.

VI. ADMINISTRATIVE REQUIREMENTS**A. Accounting and Record Keeping**

1. The Recipient shall establish and maintain separate accounting measures and financial records tracking its receipt and expenditure of funds made available to it under this Agreement.
2. The Recipient shall separately maintain all records pertinent to the Project and the activities to be funded under this Agreement. Such records shall include, but not be limited to:
 - a. Reports and supporting documentation submitted pursuant to **Section I.F.** of this Agreement;
 - b. Records documenting compliance with federal non-discrimination policies;
 - c. Financial records relating to this Agreement, including invoices and supporting materials as provided in **Section III** of this Agreement; and
 - d. Documentation demonstrating compliance with competitive bidding requirements for construction projects under federal and state law.
3. The Recipient shall retain all financial records, supporting documents, and all other records pertinent to the Agreement until December 31, 2031. The retention period begins on the date of the execution of this Agreement.
4. All of Recipient's records pertaining to any matters covered by this Agreement shall be made available to the County, the State of Alabama Department of Examiners of Public Accounts, or authorized representative of either entity at any time during normal business hours and as often as deemed necessary by the County to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within thirty (30) days after receipt of notice of deficiency by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or recoupment of funds previously distributed to the Recipient.

B. Procurement

As a prerequisite for payment for any materials, resources, services, or work provided pursuant to this Agreement, the Recipient is solely responsible for ensuring proper competitive procurements under the Alabama Public Works Law, Ala. Code § 39-1-1, *et seq.* (1975). The Recipient shall demonstrate and keep records of compliance with competitive bidding requirements for public works projects, as well as any procurement requirements of the Recipient's organization or agency.

VII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

VIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

IX. WAIVER

The County's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

X. ENTIRE AGREEMENT

This Agreement, inclusive of the seven (7) attachments listed below which are hereby incorporated by reference as if fully set out herein, constitutes the entire agreement between the County and the Recipient for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the County and the Recipient with respect to the Project and funds made the subject of this Agreement. The documents attached hereto which shall be considered part of this Agreement are:

Attachment 1 Scope of Project, Budget, Funding Sources, and Schedule of Activities

Attachment 2 Project Activities and Expenditure Report

Attachment 3 Request for Payment

Attachment 4 Terms and Conditions for Award of ARPA Revenue Replacement Funds

Attachment 5 Certificate of Compliance with Ala. Code § 41-16-5 (Boycott Certificate)

Attachment 6 Terms and Conditions for Contractors and Subcontractors

Attachment 7 Certifications for Contractors and Subcontractors

- Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act
- Certificate of Compliance with 31 U.S.C. § 1352 (Anti-Lobbying--Byrd Amendment)
- Certificate of Compliance with Ala. Code § 41-16-5 (Boycott Certificate)
- Certificate of Compliance with Act No. 2023-409 (Economic Boycott Certificate)

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SIGNATURES TO FOLLOW**

IN WITNESS WHEREOF, the County and the Recipient have caused this Agreement to be executed in their respective names by their duly authorized officers on the dates set forth below, the latter of which is hereby deemed to be the effective date of this Agreement.

MADISON COUNTY, ALABAMA

ATTEST:

By: _____
Mac McCutcheon, Commission Chairman

Date: _____

CITY OF MADISON, ALABAMA,
a municipal corporation

ATTEST:

By: _____

Its: _____

Date: _____

ATTACHMENT 1**SCOPE OF PROJECT, BUDGET, FUNDING SOURCES, AND SCHEDULE OF ACTIVITIES****A. Purpose and Scope of Project**

The purpose of this Agreement is to improve the delivery of public safety services to county residents residing both within and without the Recipient's municipal limits by providing funding for the renovation of the Recipient's Public Safety Annex building (the "Project").

The full scope of the Project is for the County to make available to the Recipient in accordance with the procedures set forth in Section III of the Agreement up to five hundred thousand dollars (\$500,000.00) from its ARPA revenue replacement funds to support and facilitate renovation of the Public Safety Annex building. Following the execution of this Agreement, funding made available pursuant to this Agreement is to be drawn down and expended toward the completion of the Project prior to the Recipient's expenditure of other funds available for the Project.

B. Project Budget and Funding Sources**1. Estimated Budget for the Project:**

Construction Costs and Contingency Allowance	\$5,994,371.08
Engineering and Design	\$450,000.00
Construction Inspection	\$0 (in-house)
Total Project Costs:	\$6,444,371.08
Total Costs Covered Under this Agreement:	\$500,000

Final costs will be determined following the completion of a competitive bidding process consistent with applicable federal and state laws.

2. As of the date of the Agreement, in addition to the funding committed pursuant to this Agreement, the Recipient has secured the following financial assistance for the Project from the listed sources: City of Madison Fund 38 & City of Madison ARPA Funding
3. It is hereby duly noted by the Parties that all references in this Agreement to "the Project" incorporate no more than the work and materials necessary for the renovation of the Public Safety Annex building. Further, "the Project" incorporates no reference to any other projects contracted or undertaken by the Recipient either currently or in the future.

C. Staffing (Including Designation of Key Personnel)

1. For the County

Point of Contact	Key Personnel
Jennifer Gordon ARPA Project Monitor 100 Northside Square Huntsville, AL 35801 256.532.3782 jgordon@madisoncountyal.gov	Tanya Watson Grant Manager 100 Northside Square Huntsville, AL 35801 256-532-3694 TWatson@madisoncountyal.gov

2. For the Recipient

Point of Contact	Key Personnel
Steve Smith City of Madison 100 Hughes Road Madison, AL 35756 (256) 752-5602 Steve.Smith@madisonal.gov	Megan Zingarelli City Attorney City of Madison 100 Hughes Road Madison , AL 35758 (256) 772-5681 Megan.zingarelli@madisonal.gov

3. Project contractors (including design professionals):

INSERT LIST OF PROFESSIONALS AND CONTRACTORS ENGAGED THUS FAR FOR THE PROJECT, IF ANY:

Nola VanPeurseem Architects, PC

The Recipient shall procure a contractor following a competitive, sealed bidding process consistent with applicable federal and state procurement requirements. This Attachment shall be updated to identify the Project contractor engaged as a result of that process and any other contractors, subcontractors, and/or vendors providing materials, resources, or services in fulfillment of the Project’s purpose, goal, and scope.

D. Project Schedule and Milestones

1. Subject to the terms and conditions set forth in **Section I.E.**, all work under this Agreement must be obligated by December 31, 2024, and all funds expended completed by December 31, 2025, except as modified by amendment to the Agreement in accordance with the provisions

of **Section V.H**; provided however that any modifications are consistent with the provisions of **Section I.E**.

2. Project Schedule

Phase of Project	Target Date
Bid Opening	November 6, 2024
Award of Bid	November 12, 2024
Contract Fully Executed	TBD
Construction Begins	TBD
Construction Ends	TBD
Project Completed/Turned Over	TBD

3. Milestones

Identified Milestone	Completion Date
Architectural Firm Engaged	<u>Complete</u>
Design and Construction Documents Completed	<u>Complete</u>
Bid Advertisement Completed	<u>October 9, 2024</u>
Bids Opened	<u>November 6, 2024</u>
Notice to Proceed Issued	<u>TBD</u>
Construction Begins	<u>TBD</u>
Construction Begins	<u>TBD</u>
Construction Ends	<u>TBD</u>

END OF ATTACHMENT 1

ATTACHMENT 2

PROJECT ACTIVITIES AND EXPENDITURE REPORT

Reporting Period: _____ through _____

In accordance with the reporting requirements set forth in the agreement executed by and between **CITY OF MADISON, ALABAMA, a municipal corporation** (the "Recipient"), and Madison County, Alabama, on _____ (the "Agreement"), please provide the information and certifications requested below, along with any supporting documentation, according to the reporting periods and due dates set forth in **Section I.F.** of the Agreement. Please return this information and documentation to:

Tanya Watson
Grant Manager
256.532.3694

twatson@madisoncountyal.gov

Project Activities Report

Please provide a narrative description of the measures taken during this reporting period to meet the performance standards, requirements, and/or funding purposes set forth in the Agreement. Attach additional pages as needed to complete this section.

When submitting this report, submit all documents related to the expenditures listed above, including, as applicable, purchase orders, invoices, and copies of checks or other evidence of payment.

Certifications

Initial to Certify Compliance	
	During the current reporting period, the Recipient maintained and allocated adequate and appropriate staffing to meet the goals and performance measures of the Project as provided in the Agreement.
	All expenditures listed above were used to provide specific materials and/or services for the benefit of the public, such use and related expenditure being necessary and reasonable to satisfy the performance standards, requirements, and/or funding purposes set forth in the Agreement.
	Recipient has complied with the terms of the Agreement requiring that funds made available under the Agreement be drawn down and expended toward the completion of the Project prior to the Recipient's expenditure of other funds available for the Project.
	All obligations and expenditures were incurred consistent with any applicable state and federal competitive procurement requirements and the Recipient's established policies and procedures for procurement.
	Complete and adequate documentation for these expenditures is included with this report.
	The Recipient will retain all financial records, supporting documents, and all other records related to these expenditures until December 31, 2031.

By signing this report, I certify to the best of my knowledge and belief that the information included herein is true, complete, and accurate. I further certify that I am duly authorized to make these representations on behalf of the Recipient.

I further certify that funds made available under the Agreement have not and will not be used for any of the following ineligible purposes:

- for any purpose other than support of the public purpose identified in this Agreement;
- for special deposits into pension funds, retirement accounts, or rainy-day funds;
- to offset a reduction in net tax revenue, if applicable;
- as reimbursement for costs or damages covered by insurance;
- for expenses that have been or will be reimbursed under any federally funded program, including, but not limited to, allocations of other ARPA funds, the PPP Loan Program, Economic Injury Disaster Loan Program, PUA, Revive Alabama, and Revive Plus Alabama;
- as matching funds for another federal award, unless otherwise authorized by federal law and only with the prior approval of the County;
- for legal settlements;
- for severance pay;

- to pay debt service on a loan or other debt instrument;
- to support lobbying activities;
- to support gatherings primarily supporting entertainment functions; or
- in a manner that would frustrate efforts to mitigate or prevent COVID-19 based upon applicable guidance from the Center for Disease Control.

Signed, certified, and submitted on behalf of CITY OF MADISON, ALABAMA, a municipal corporation, by the undersigned duly authorized representative.

By: _____

Its: _____

Date: _____

END OF ATTACHMENT 2

ATTACHMENT 3

REQUEST FOR PAYMENT

Request Number 20 ___ - _____

Submission Date: _____

- Request for Partial Payment
- Request for Final Payment

Submitted by: _____

In accordance with the procedures set forth in the agreement executed by and between **CITY OF MADISON, ALABAMA, a municipal corporation** (the "Recipient"), and Madison County, Alabama, on _____ (the "Agreement"), the Recipient hereby provides the following information and certifications, along with related documentation, to support this request for the disbursal of ARPA revenue replacement funds by Madison County.

PROJECT INFORMATION

Total Amount Covered by the Agreement	an amount not to exceed \$500,000.00
Aggregate Amount Previously Paid to Recipient	
Total Outstanding Liabilities	
Amount of This Request	
Retainage (5% of Current Costs)	

PROJECT STATUS REPORT

Percentage of Project Completion as of This Date (certification to be attached)	
--	--

INSERT NARRATIVE OF PROJECT STATUS:

DOCUMENTATION FOR CURRENT REQUEST FOR PAYMENT

INSERT LIST OF DOCUMENTS SUBMITTED IN SUPPORT OF PAYMENT REQUEST:

CERTIFICATIONS REGARDING REQUEST FOR ARPA FUNDS

All expenditures set forth herein and for which ARPA revenue replacement funds are being requested are necessary and reasonable for the Project. All obligations were incurred consistent with the applicable federal and state requirements governing the spending of ARPA revenue replacement funds and the Recipient’s established policies and procedures for procurement. The expenditures have not and will not be reimbursed or otherwise paid directly or indirectly from another source. Sufficient supporting documentation for each expenditure is included with this request.

By signing this request for payment, I certify that the Recipient has complied with the terms of the Agreement requiring that funds made available under the Agreement be drawn down and expended toward the completion of the Project prior to the Recipient’s expenditure of other funds available for the Project

By signing this Request for Payment, I certify to the best of my knowledge and belief that the information included herein is true, complete, and accurate. I further certify that I am duly authorized to make these representations on behalf of the Recipient.

I further certify that the funds requested hereby have not and will not be used for any of the following purposes:

- for any purpose other than support of the public purpose identified in this Agreement;
- for special deposits into pension funds, retirement accounts, or rainy-day funds;
- to offset a reduction in net tax revenue, if applicable;
- as reimbursement for costs or damages covered by insurance;
- for expenses that have been or will be reimbursed under any federally funded program, including, but not limited to, allocations of other ARPA funds, the PPP Loan Program, Economic Injury Disaster Loan Program, PUA, Revive Alabama, and Revive Plus Alabama;
- as matching funds for another federal award, unless otherwise authorized by federal law and only with the prior approval of the County;
- for legal settlements;
- for severance pay;
- to pay debt service on a loan or other debt instrument;
- to support lobbying activities;
- to support gatherings primarily supporting entertainment functions; or
- in a manner that would frustrate efforts to mitigate or prevent COVID-19 based upon applicable guidance from the Center for Disease Control.

Signed, certified, and submitted on behalf of **CITY OF MADISON, ALABAMA**, a municipal corporation, by the undersigned duly authorized representative.

By: _____

Its: _____

Date: _____

END OF ATTACHMENT 3

ATTACHMENT 4**TERMS AND CONDITIONS FOR AWARD OF
ARPA REVENUE REPLACEMENT FUNDS**

The Parties agree to comply with any applicable federal, state, and local laws and policies and procedures. It is understood that the Project is being funded, at least in part, with American Rescue Plan Act (ARPA) revenue replacement funds granted to the County. As such, the parties agree to comply with applicable requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35, and guidance issued by Treasury regarding the foregoing.

Federal regulations which are applicable to this Agreement include, without limitation, the following:

1. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 80 and Treasury's implementing regulation at 31 C.F.R. Part 19.
2. New Restrictions on Lobbying. Contractor must certify that it will not, and has not, used federal appropriated funds to any person or organization 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 obtaining any federal contract, grant, or any other award covered by 31 U.S.C § 1352.
3. Generally applicable federal environmental laws and regulations. Contractor must 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). All violations must be reported to the County, Treasury, and the Regional Office of the Environmental Protection Agency.
4. Generally applicable anti-discrimination laws and regulations, including protections for whistleblowers relating to the use of federal funds. This includes, but is not limited to: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d, et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601, et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101, et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101, et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; and discrimination or retaliation against whistleblowers as provided in 41 U.S.C. § 4712.

5. For contracts/subcontracts over \$100,000.00, work performed by mechanics and laborers is subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by 29 C.F.R. Part 5, including, specifically, safety standards, limitations on hours in a workweek and overtime for any work spent over 40 hours, and proper documentation for all employees.
 - a. A contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided 40 U.S.C. Chapter 37; and
 - b. When a violation of clause (1) occurs, the contractor and any subcontractor responsible for the violation are liable:
 - i. to the affected employee for the employee's unpaid wages; and
 - ii. to the government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

END OF ATTACHMENT 4

ATTACHMENT 5

CERTIFICATE OF COMPLIANCE WITH 31 U.S.C. § 1352

(ANTI-LOBBYING--BYRD AMENDMENT)

The undersigned, as a duly authorized representative of the recipient party to the Agreement with Madison County, Alabama, for Project Number 01089-061-240207-0008 (the "Recipient") hereby certifies as follows:

1. No federally-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, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally-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.

The recipient, by and through its duly authorized representative, hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Recipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Certified this _____ **day of** _____, **20** _____.

CITY OF MADISON, ALABAMA,
a municipal corporation

ATTEST:

By: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20_____.

WITNESSED BY:

Signature: _____

Printed Name: _____

END OF ATTACHMENT 5

ATTACHMENT 6**TERMS AND CONDITIONS FOR CONTRACTORS AND SUBCONTRACTORS**

The undersigned, as a duly authorized representative of the recipient party to the Contract (describe by number or subject) _____ by and between the City of Madison and _____ (“Contractor”) acknowledges that the referenced contract will be funded in whole or in part with funds made available under the American Rescue Plan Act, which have been designated as “revenue replacement funds”. Accordingly, the undersigned represents and certifies that in regard to the referenced contract the Contractor will comply with requirements, as applicable, of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the “Act”), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35, and guidance issued by Treasury regarding the foregoing.

Applicable federal regulations include, without limitation, the following:

1. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension Non-procurement, 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 80 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
2. New Restrictions on Lobbying. The contractor must certify that it will not, and has not, used federal appropriated funds to 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.
3. Generally applicable federal environmental laws and regulations. Contractor must 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). All violations must be reported to the County, Treasury, and the Regional Office of the Environmental Protection Agency.
4. Generally applicable anti-discrimination laws and regulations, including protections for whistleblowers relating to the use of federal funds.
5. For contracts/subcontracts over \$100,000, work performed by mechanics and laborers is subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by 29 C.F.R. Part 5, including, specifically, safety standards, limitations on hours in a workweek and overtime for any work spent over 40 hours, and proper documentation for all employees.
 - a. A contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided 40 U.S.C. Chapter 37; and
 - b. When a violation of clause (1) occurs, the contractor and any subcontractor responsible for the violation are liable
 - i. to the affected employee for the employee’s unpaid wages; and
 - ii. to the government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

Acknowledged this _____ **day of** _____, **20** _____.

CONTRACTOR NAME:

ATTEST:

By: _____

Its: _____

The above Acknowledgement was signed in my presence by the person whose name appears above on this _____ **day of** _____, **20** _____.

WITNESSED BY:

Signature: _____

Printed Name: _____

END OF ATTACHMENT 6

ATTACHMENT 7

CERTIFICATIONS FOR CONTRACTORS AND SUBCONTRACTORS

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

**CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON
ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT
(Act 2011-535, as amended by Act 2012-491)**

The undersigned, as a duly authorized representative of the recipient party to the Contract (describe by number or subject) _____ by and between the City of Madison and _____ (“Recipient”) hereby certifies as follows:

1. The undersigned holds the position of _____ with Recipient and is authorized to provide the representations set out in this Certificate as the official and binding act of Recipient and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT, Act 2011-535 of the Alabama Legislature, as amended by Act 2012-491 (hereinafter “the Act”).
2. Using the following definitions from Section 3 of the Act, Recipient has selected the appropriate description of its business structure and indicated the same by initialing its choice below:

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

_____(a) Recipient is a business entity or employer as those terms are defined in Section 3 of the Act.

_____(b) Recipient is **NOT** a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Recipient does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.
4. The Recipient is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____, 20_____.

RECIPIENT NAME:

ATTEST:

By: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20_____.

WITNESSED BY:

Signature: _____

Printed Name: _____

CERTIFICATE OF COMPLIANCE WITH 31 U.S.C. § 1352

(ANTI-LOBBYING--BYRD AMENDMENT)

The undersigned, as a duly authorized representative of the recipient party to the Contract (describe by number or subject) _____ by and between the City of Madison and _____ (“Recipient”) hereby certifies as follows:

1. No federally-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, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally-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.

The Recipient, by and through its duly authorized representative, hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Recipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Certified this _____ day of _____, 20_____.

RECIPIENT NAME:

ATTEST:

By: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20_____.

WITNESSED BY:

Signature: _____

Printed Name: _____

**CERTIFICATE OF COMPLIANCE WITH ALA. CODE § 41-16-5
(ANTI-BOYCOTT)**

The undersigned, as a duly authorized representative of the recipient party to the Contract (describe by number or subject) _____ by and between the City of Madison and _____ ("Recipient") hereby certifies as follows:

1. The undersigned holds the position of _____ with the Recipient and is authorized to provide the representations set out in this Certificate as the official and binding act of Recipient and has knowledge of the provisions of Alabama Act 2016-312 as it has been codified at Ala. Code § 41-16-5.

2. In compliance therewith, the Recipient hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Certified this _____ day of _____, 20_____.

RECIPIENT NAME:

ATTEST:

By: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20_____.

WITNESSED BY:

Signature: _____

Printed Name: _____

CERTIFICATE OF COMPLIANCE WITH ALA. ACT NO. 2023-409

The undersigned, as a duly authorized representative of the recipient party to the Contract (describe by number or subject) _____ by and between the City of Madison and _____ (“Recipient”) hereby certifies as follows:

1. The undersigned holds the position of _____ with the Recipient named above, is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Act # 2023-409 of the Alabama Legislature.
2. The Recipient is a for-profit entity, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company with 10 or more full-time employees.
3. The Recipient, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts. Without an ordinary business purpose, the Recipient does not and will not refuse to deal with, terminate business activities with, or otherwise take any commercial action that is intended to penalize or inflict economic harm on a company solely because the company, without violating controlling law or regulation, does any of the following:
 - a) Engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy, timber, mining, or agriculture.
 - b) Engages in, facilitates, or supports the manufacture, import, distribution, marketing or advertising, sale, or lawful use of firearms, ammunition, or component parts and accessories of firearms or ammunition.
 - c) Does not meet, is not expected to meet, or does not commit to meet environmental standards or disclosure criteria, in particular to eliminate, reduce, offset, or disclose greenhouse gas emissions.
 - d) Does not meet, is not expected to meet, or does not commit to meet corporate employment or board composition, compensation, or disclosure criteria.
 - e) Does not facilitate, is not expected to facilitate, or does not commit to facilitate access to abortion or sex or gender change surgery, medications, treatment, or therapies.

Certified this ____ **day of** _____, **20** _____.

RECIPIENT NAME:

ATTEST:

By: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20_____.

WITNESSED BY:

Signature: _____

Printed Name: _____

END OF ATTACHMENT 7