Contract No.: **C24066051**
Amendment No.: 1

AMENDMENT TO CONTRACT

This amendment to the contract is hereby made and agreed upon by the Alabama Department of Economic and Community Affairs, hereinafter referred to as the "Department," and HORNE LLP, hereinafter referred to as the "Contractor." The parties hereto agree to amend the original contract as follows:

Paragraph 3. FUNDING shall be amended to read:

"In no event shall the total amount to be paid by the Department to the Contractor under this contract exceed **$14,258,846.00**, for full and complete satisfactory performance. Costs and rates are further described in Attachment B, "Fee Schedule." The total amount is derived from federal funds, and any Department commitment of said funds herein shall be contingent on the appropriation, receipt, and availability by the Department of funds for which this contract is made."

Paragraph 8. NOT TO CONSTITUTE A DEBT OF THE STATE shall be amended to read:

"8. NON-APPROPRIATION AND PRORATION AND NOT TO CONSTITUTE A DEBT OF THE STATE.
When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose. In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant Ala. Code § 41-4-90, the Contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts or terminating the contract. In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of in violation Ala. Const. art. XI, § 213."

Paragraph 15. CONFLICT OF INTEREST shall be amended to read:

"A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for award: (1) the individual or a board member of the firm or organization, (2) any member of the individual's immediate family, (3) the individual's partner, or (4) an organization which employs or is about to employ any of the above. The Contractor certifies by signing this contract that no person under its employ or control who presently performs functions, duties, or responsibilities in connection with the Department of grant-funded projects or programs has any personal and/or financial interest, direct or indirect, in this contract nor will the Contractor hire any person having such conflicting interest. The Contractor further certifies that it will maintain a written code of standards governing the performance of persons engaged in the award and administration of contracts."

Paragraph 20. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS shall be amended to read:

"In addition to the provisions provided herein, the Contractor shall be responsible for complying with any and all other applicable laws, ordinances, codes, and regulations of the Federal, State, and local governments, including but not limited to Alabama procurement law (Ala. Code § 41-16-1 *et seq.*; Ala. Code § 41-4-110 *et seq.*), the Alabama Public Works Law (Ala. Code § 39-1-1 *et seq.*), any State permitting requirements, the Alabama Open Meetings Act (Ala. Code§ 36-25a-1 *et seq.*), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Ala. Code § 31-13-1 *et seq.*).

For all contracts governed by the Alabama Public Works Law or Alabama procurement law, the following shall apply: In compliance with Ala. Code § 41-16-5, the Contractor 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 this state can enjoy open trade.

By signing the contract, the parties will affirm for the duration of the contract that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the contract and shall be responsible for all damages resulting therefrom.

By signing the contract, the Contractor affirms in compliance with Ala. Code § 41-16-161 that it does not and will not, during the term of the contract, engage in economic boycotts."

Paragraph 22. OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS shall be amended to read:

"For any and all contracts or grants made by a non-Federal entity under a Federal award, the non-Federal entity must comply with 2 C.F.R. Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which includes but is not limited to, subpart B, General Provisions; subpart C, Pre-Federal Awards Requirements and Contents of Federal Awards; subpart D, Post Federal Award Regulations; subpart E, Cost Principles; subpart F, Audit Requirements; and all accompanying appendices.

For any and all contracts made by a non-Federal entity under a Federal Award, 2 C.F.R. § 200.327 requires provisions covering the following (as found in Appendix II to Part 200) be included and adhered to as applicable and unless specifically excluded by other Federal regulations:

A. TERMINATION.

A clause addressing a termination for cause and convenience must be included in all contracts in excess of $10,000. The following provisions apply to termination under this contract, whether termination by the Department or by the Contractor. The performance of work under this contract t may be terminated in whole or in part for the following circumstances:

(1) Termination for Convenience. This contract may be terminated by either party with thirty (30) days written notice. Said notice shall specify the reasons for requesting such

termination. If the Department determines that continuation of the work will serve no useful public purpose, this contract may be terminated by the Department and the Contractor shall be entitled to necessary expenses incurred through the date of termination or the date services are last provided, whichever occurs first.

(2) Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely manner its obligations under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, and such failure or violation is not corrected within fifteen (15) days after such notice is given by the Department to the Contractor, the Department shall thereupon have the right to immediately terminate or suspend this contract by giving written notice to the Contractor of such termination or suspension and specifying the effective date thereof.

In the event of termination, for either convenience or cause, all property, finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared by the Contractor under this contract shall, at the option of the Department, and if in accordance with applicable State and Federal regulations, become the property of the Department. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the contract by the Contractor, and the Department may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from the Contractor is determined."

Paragraph 22. H. BYRD ANTI-LOBBYING AMENDMENT shall be amended to read:

"In the event this contract is for an amount exceeding $100,000, contractors and subrecipients shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and shall 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 shall 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."

Paragraph 22. I. PROCUREMENT OF RECOVERED MATERIALS shall be amended to read:

"The Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource

recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to 2 C.F.R. § 200.323(b), contractors are encouraged, to the extent practicable and permitted by law, to purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products, in keeping with Executive Order 14057."

Paragraph 22. J. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES shall be amended to read:

(a) ADECA, as a recipient of Federal funds, is prohibited from obligating or expending grant funds to:

(1) Procure or obtain covered telecommunications equipment or services;

(2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in Section 889 of Pub. L. No. 115-232, "covered telecommunications equipment or services" means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) When a contractor accepts grant funds, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in 2 C.F.R. § 200.216. A contractor is not required to certify that funds will not be expended on covered telecommunications equipment and services beyond the certification provided upon accepting the grant and those provided upon submitting payment requests and financial reports."

Paragraph 22. K. DOMESTIC PREFERENCES FOR PROCUREMENTS shall be amended to read:

(1) As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all contracts and purchase orders for work or products under this award.

(2) For purposes of this section:

a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

Paragraphs 22. L and M shall be added as follows:

"L. WHISTLEBLOWER PROTECTIONS
An employee must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. § 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The Contractor must inform its employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712.

M. NOTICES.

All notices and other communications required by this Contract shall be personally served or sent by U.S. Mail and/or email addressed to the parties as follows:

The Department:

Kathleen Rasmussen, Ph.D. Division Chief
Alabama Department of Economic and Community Affairs
Community and Economic Development Division
401 Adams Avenue, Room 500
P.O. Box 5690
Montgomery, AL 36103-5690
Phone: (334) 353-0323
Email: kathleen.rasmussen@adeca.alabama.gov

The Contractor:

Ms. Marsha Dieckman
HORNE LLP
661 Sunnybrook Road, Suite 100
Ridgeland, MS 39157
Phone: (601) 326-1000
Email: marsha.dieckman@horne.com"

Paragraph 23. TOBACCO SMOKE shall be amended to read:

"Pub. L. No. 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (20 U.S.C. § 6083) prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity used routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through state or local governments by Federal grant or contract."

Paragraph 29. MANDATORY DISCLOSURES shall be amended to read:

"Pursuant to 2 C.F.R. § 200.113, the Contractor must promptly disclose whenever, in a timely manner, in connection with the Federal award (including any activities thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729–33). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and the Department. Contractors are also required to report matters related to recipient integrity and performance in accordance with Appendix XII of 2 C.F.R. Part 200. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339. (See also 2 C.F.R. Part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313."

Attachment B shall be replaced with the Attachment to this amendment.

All other terms and conditions of the original Contract shall remain in full force and effect.

REST OF PAGE INTENTIONALLY LEFT BLANK

In witness thereof, the parties hereto have executed this Amendment as of the date indicated by the Governor's signature below.

Alabama Department of Economic and Community Affairs

Kenneth W. Boswell — 1/23/2025 — Date

Horne LLP

Authorized Official — 1/20/25 — Date Director

Federal ID No. 20-1941244

This contract has been reviewed for content and legal form, and complies with the applicable laws, rules, and regulations of the State of Alabama governing this matter.

Christine Cook 2/19/2025

Meg Williams Fiedler — 1/23/25 — Date
General Counsel for ADECA

Kay Ivey — 2/21/2025 — Date
Governor

Reviewed by Contract Review Committee
Contract # C24066051
FEB 06 2025
Alabama Legislature
Sunny Daugherty

FEB 2025

HORNE

CENTRALIZED HOUSING PROPOSAL

Costs presented below represent costs associated with comprehensive implementation and delivery of the Home Recovery Alabama Program – Tornadoes (HRAP-TR). These services include overall program management and operations, including, but not limited to, creation of static program centers, systems development, reporting, initial applicant intake, application processing, construction management, environmental review, case management, and administration of all the tasks and services needed to implement the HRAP. This cost proposal also includes the direct costs of construction and oversight of general contractors carrying out construction activities. All program implementation costs associated with delivery of HRAP are classified as Activity Delivery Costs. All direct construction costs are classified as awards to beneficiaries. None of the costs in this proposal will be categorized as administrative, and subject to ADECA's 5% administrative costs cap.

	Program Implementation	Direct Construction Costs	Total Cost
Total Cost (2 Years)	**$1,768,000**	**$11,294,554**	**$13,062,554**

The Implementation Budget is broken down by category in the table below.

HRAP-TR Budget (HORNE ADC)		
Program Leadership		**$ 800,000.00**
Program Manager	$ 200.00	$ 400,000.00
Construction Program Manager	$ 175.00	$ 400,000.00
Project Delivery		**$ 882,700.00**
Case Manager	$ 85.00	$ 436,700.00
Lead Case Manager	$ 115.00	$ 147,000.00
Architectural Historian	$ 165.00	$ 41,000.00
Environmental Analyst	$ 130.00	$ 81,100.00
LBP Inspector	$ 125.00	$ 31,500.00
Construction Cost Estimator	$ 135.00	$ 93,390.00
Construction Field Inspector 2	$ 125.00	$ 52,010.00
System of Record		**$ 85,300.00**
IT Development & Support Analyst	$ 150.00	$ 76,500.00
Reporting Analyst	$ 110.00	$ 8,800.00
TOTAL		**$ 1,768,000.00**

Revised Grant Management Support Proposal

The price proposal below represents costs associated with enhanced grant management services that account for our current understanding of ADECA's administrative and grant management need.

Enhanced Grant Management Budget	
Pre-Award Services	
Financial Certification & Implementation	$ 5,450.00
Unmet Needs Assessment	$ 24,600.00
Action Plan	$ 42,700.00
Total Pre-Award Services (Lump Sum)	$ 72,750.00
Grant Management and Program Implementation Services	
Program Leadership	$ 254,100.00
Grant Management	$ 828,492.00
Subject Matter Expert Support	$ 40,950.00
Total Grant Management and Program Implementation Services	$ 1,123,542.00
Total Enhanced Grant Management Cost	**$ 1,196,292.00**