STATE OF ALABAMA
COUNTY OF MONTGOMERY

PROFESSIONAL SERVICES CONTRACT

This contract is entered into by and between 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 as follows:

1. PURPOSE AND SCOPE

The United States Department of Housing and Urban Development (HUD) has allocated $10,403,000 in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the State of Alabama. These CDBG-DR funds will be used to perform activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 *et seq.*) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas resulting from tornados in Dallas and Autauga Counties in 2023. The Department is the State of Alabama's agency designated to receive and administer certain federal grant program funds, including CDBG-DR funds. Under this Contact, the Contractor will provide services for the implementation, administration and close out of a direct housing program and enhanced grant management and staff augmentation services for the CDBG-DR Grant Program.

This Agreement incorporates by reference the Contractor's proposal dated April 10, 2024, and any subsequently submitted documents, communications and representations utilized by the Department in evaluating for award of this Contract.

The services to be provided by the Contractor will include, but are not limited to, the services set forth in the scope of work, attached hereto as Attachment A, and as described in each Work Order as authorized by the Department. Professional services to be provided for each task will be detailed in a fully executed Work Order. Each Work Order will indicate the specific tasks and functions to be performed and deliverables to be provided.

The Department agrees to compensate the Contractor for its performance of the services under any proper and fully executed Work Order as the schedule set forth in the applicable Work Order and at the rates established the fee schedule, attached hereto as Attachment B.

The Contractor shall ensure that all work performed under this Contract complies with any and all applicable federal, state, and local rules and regulations, including but not limited to the Disaster Relief Supplemental Appropriations Act, 2022 (Pub. L. 117-43); Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 *et seq.*); implementing regulations at 24 CFR Part 570, as modified by waivers, alternate requirements, and other requirements published in the Allocation Announcement Notice and other applicable Federal Register notices; any and all other applicable HUD regulations and rules; and 2 CFR part 200.

2. TERM OF CONTRACT AND ACKNOWLEDGMENT

This Contract shall commence upon the date of the Governor's signature below and shall expire two (2) years after that date. The Contractor acknowledges and understands that this Contract is not effective until it has received all requisite State and government approvals, and the Contractor shall not begin performing work under this Contract until notified to do so by the Department. The Contractor is entitled to no compensation for work performed prior to the effective date of this Contract.

3. FUNDING
The total amount that the Department agrees to pay the Contractor for professional services rendered shall not exceed $1,196,292.00. Any Department commitment of funds shall be contingent upon the receipt and availability by the Department of funds under the program for which this Contract is made. The Fee Schedule attached hereto as Attachment B is hereby incorporated as part of the Contract.

4. METHOD OF PAYMENT
Payment will be made by the Department upon receipt and approval of an accurate and complete invoice from the Contractor for services rendered, in conformance with the Work Order's payment schedule. The invoices shall show a detailed description of the Contractor's services completed during the billing period. The Contractor shall periodically submit the invoices for payment to the Department during the duration of this Contract's period, as and when the Contractor performs the work described herein.

Except as may be specifically provided in the Work Order, the Contractor is solely responsible for all the Contractor's costs and any other expenses necessarily and incidentally incurred in order to complete the services.

The Department reserves the right to refuse payment on any portion thereof, until such portion is acceptably presented.

5. CONTRACTOR NOT ENTITLED TO MERIT SYSTEM BENEFITS
Under no circumstances shall the Contractor be entitled to receive the benefits granted to State employees under the Merit System Act.

6. AMENDMENTS
All requests for amendments and/or modifications to the Contract must be submitted in writing to the Department and must be approved by the Department prior to implementation. Some modifications may require an amendment to the Contract. Any changes to the Contract award amount will require an amendment to the Contract.

7. HEARING ON APPEAL
The Contractor shall have the right to appeal any determination to terminate made by the Department; however, if the Contractor has failed to submit its appeal, in writing, within ten (10) calendar days from written notice of the termination and/or has failed to request and receive approval from the Department for extension of such, then the Contractor shall have no further right of appeal.

A hearing shall be conducted at the Department's offices in Montgomery, Alabama, or any other appropriate location at the Department's discretion, with a written notification of the time, place, and subject matter by the Department to the Contractor.

8. NOT TO CONSTITUTE A DEBT OF THE STATE
It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Ala. Const. art. XI, § 213.

9. CONFLICTING PROVISION

If any provision of this Contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may during the course of this Contract be enacted, then that conflicting provision in the Contract shall be deemed null and void.

10. IMMUNITY AND DISPUTE RESOLUTION

The parties to this Contract recognize and acknowledge that the Department is an instrumentality of the State of Alabama and, as such, it is immune from suit pursuant to Ala. Const. art. I, § 14. It is further acknowledged and agreed that none of the provisions and conditions of this Contract shall be deemed to be or construed to be a waiver by the Department of such Constitutional Immunity.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all disputes arising under the terms of this Contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing, where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

11. DISCLAIMER

The Department specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from the Department whether by contract, grant, loan, or by any other means.

No subrecipient, contractor, or agency performing services under any agreement, contract, grant, or any other understanding, oral or written, other than an actual employee of the Department, shall be considered an agent or employee of the State of Alabama or the Department or any division thereof. The State of Alabama, the Department, and their agents and employees assume no liability to any subrecipient, contractor, or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any subrecipient, contractor, or agency, or any other person.

12. ACCESS TO RECORDS

The Director of the Department, the Comptroller General of the United States (if Federal funds), the Chief Examiner of Public Accounts, or any of their duly authorized representatives shall have the right of access to any pertinent books, documents, papers, and records of the Contractor for the purposes of making audits, financial reviews, examinations, excerpts and transcripts. This right also includes timely and reasonable access to Contractor personnel for the purpose of interview and discussion related to such agreement. The right of access is not limited to the required retention period but shall last as long as the records are retained.

13. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Department thereto provided. However, that claims for money due, or to become due to the Contractor from the Department under this Contract may be assigned to a bank, a trust

company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to the Department.

14. CONTINGENCY CLAUSE

It is expressly understood and mutually agreed that any Department commitment of funds herein shall be contingent upon receipt and availability by the Department of funds under the program for which this Contract is made. If this Contract involves Federal funds, the amount of the Contract will be adjusted by the amount of any Federal recessions and/or deferrals.

Payments made by the Department under the terms of this Contract shall not constitute final approval of documents submitted by the Contractor or of procedures used in formulated requests for payment to the Contractor. Funds appropriated and obliged to this award are available for reimbursement of costs until the end of the performance period set forth in the Contract.

15. CONFLICT OF INTEREST

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 an award: (1) the individual, (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 and subgrants.

16. AUDIT REQUIREMENTS

All Contractors and/or Subrecipients of Federal funds must follow the Audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 CFR Part 200, Subpart F – Audit Requirements. Additionally, if any Contractor or Subrecipient receives more than $500,000.00 collectively in State General Fund appropriations in their fiscal year from the Department, they must have an audit in accordance with *Government Auditing Standards* (the Yellow Book) and Generally Accepted Auditing Standards established by the AICPA.

Nothing contained in the Contract shall be construed to mean that the Department cannot utilize its auditors regarding limited scope audits of various Department funds. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not exceed the audit coverage limits as stated in the Uniform Administrative Requirements.

Copies of all required audits must be submitted to:

Alabama Department of Economic and Community Affairs
ATTENTION: Audit Section
P.O. Box 5690
Montgomery, Alabama 36103-5690

Or,

Email to: audit@adeca.alabama.gov

And an additional copy to:

Alabama Department of Examiners of Public Accounts
ATTENTION: Audit Report Repository
P.O. Box 302251
Montgomery, Alabama 36130-2251

All entities that have a single audit must submit the reporting package and data collection to the Federal Audit Clearinghouse in accordance with 2 CFR Part 200, Subpart F § 200.512.

17. AUDIT EXCEPTIONS/UNRESOLVED QUESTIONED COSTS/OUTSTANDING DEBTS
The Contractor certifies by signing this Contract that it does not have any unresolved audit exceptions, unresolved questioned costs, or finding of fiscal inadequacy as a result of project monitoring. It further certifies that no money is owed to any division of the Department, or to the Federal government under any program where it has not arranged a repayment plan.

18. SUSPENSION OF PAYMENTS
Payments under this Contract may be suspended in the event that there is an outstanding audit exception under any program administered by any division of the Department or in the event there is an amount owing to any division of the Department, or an amount owing to the Federal government any program administered by any division of the Department that is not received in a reasonable and timely manner.

Should the Contractor incur an unresolved audit exception, have unresolved questionable costs, or finding of inadequacy as a result of any project monitoring by any division of the Department or the Department shall not enter into any other contract agreement, grants, etc. with said Contractor until the audit exception, questioned cost, or finding of fiscal inadequacy has been resolved.

The Department shall not enter into another contract agreement, grant, etc. with any individual, agency, company, or government under any program administered by any division of the Department that has not arranged a repayment schedule.

19. DISCLOSURE STATEMENT
Unless otherwise exempt under Ala. Code § 41-16-82, a disclosure statement must be submitted to the Department for any and all proposals, bids, contracts, or grant proposals in excess of $5,000.00.

20. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS
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 § 41-4-130 *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 this Contract, the parties 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.

21. NONDISCRIMINATION

The Contractor shall be and is prohibited from discriminating based on race, color, religion, color, national origin, sex, gender identity, sexual orientation, disability, age, familial status, or limited English proficiency.

22. OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

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 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 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 the 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 of 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 any 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 to the Department for the Contractor is determined.

B. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with 41 C.F.R. § 60-1.4(b) and Executive Order 11246 (as amended by Executive Order 11375), for any Federally assisted construction contract as defined by 41 C.F.R. § 60-1.3, the Contractor, during the performance of this agreement, hereby agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice

to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as

may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this contract; refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

C. DAVIS-BACON ACT and COPELAND "ANTI-KICKBACK" ACT

In the event this Contract is for an amount which exceeds $2,000 and is a prime construction contract, the Contractor or Subrecipient shall comply with the Davis-Bacon Act (40 U.S.C. § 3141 – 3144 and 3146 – 3148), as supplemented by Department of Labor regulations at 29 C.F.R. Part 5, which includes provisions providing for the payment of mechanics and laborers at a rate not less than the prevailing wages specified in a wage determination issued by the United States Secretary of Labor, and provides for the payment of wages to mechanics and laborers not less than once a week. Additionally, for all prime construction contracts in excess of $2,000, the Contractor or Subrecipient shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3), which prohibits a Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of either the Davis-Bacon Act or the Copeland "Anti-Kickback" Act, the Department shall report such violation to the Federal awarding agency.

D. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

In the event this Contract is for an amount in excess of $100,000 and involves the employment of mechanics and laborers, the Contractor or Subrecipient shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 3701–08, specifically §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Said Act includes provisions which provide that a contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous or dangerous conditions.

E. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

F. CLEAN AIR ACT and FEDERAL WATER POLLUTION CONTROL ACT

In the event this Contract is for an amount in excess of $150,000, the Contractor or Subrecipient shall 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 (33 U.S.C. § 1251–1387). The Department shall report any suspected or reported violation to the Federal awarding agency and to the Environmental Protection Agency.

G. DEBARMENT AND SUSPENSION

The Contractor is prohibited from using any contractor or subcontractor that has been debarred, suspended, or otherwise excluded from participation in Federal Assistance programs (Executive Orders 12549 and 12689).

The Contractor shall require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions (see Code of Federal Regulations, 2 CFR Part 180.300). The Excluded Parties List System is available for access from the System of Award Management website at http://www.SAM.gov.

The Contractor certifies by entering into this Contract, that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed from debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any Federal agency or by any department, agency, or political subdivision of the State. The term "principal" for purposes of the Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities or a person who has critical influence or substantive control over the operations of the Contractor.

The Contractor certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Contractor shall immediately notify the Department if any subcontractor becomes debarred or suspended and shall, at the Department's request, take all steps required by the Department to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

H. BYRD ANTI-LOBBYING AMENDMENT

In the event this Contract is for an amount equal to or in excess of $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.

I. PROCUREMENT OF RECOVERED MATERIALS

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 at 40 CFR 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.

J. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Recipients and subrecipients of Federal funds are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) 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).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) 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.

K. DOMESTIC PREFERENCES FOR PROCUREMENTS

(1) As appropriate and to the extent consistent with law, the Contractor or subrecipient 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

subawards including all contracts and purchase orders for work or products under this award.

(2) For purposes of this section:

(i) "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.

(ii) "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.

In addition to the above clauses, the Contractor agrees with, and shall adhere to, the following:

23. TOBACCO SMOKE
Public Law 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, contract, loan or loan guarantee.

24. DRUG-FREE WORKPLACE REQUIREMENTS
In accordance with provisions of Title V, Subtitle D of Public Law 100-690 or Public Law 111-350 (41 U.S.C. § 8101 et seq.), the Drug-Free Workplace Act of 1988, the Contractor must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.

25. TRANSPARENCY ACT
Awards under Federal programs are included under the provisions of Public Law 109-282, the Federal Funds Accountability and Transparency Act of 2006. Under this statute, the State is required to report information regarding executive compensation and all subawards, contracts and subcontracts in excess of $30,000 through the Federal Subaward Reporting System (https://www.fsrs.gov) and in accordance with the terms found in Federal regulations at 2 C.F.R. Part 170, including Appendix A. Therefore, all Subrecipients, who meet this threshold, will be required to furnish this information to the division within ADECA which is funding the Subrecipient agreement. Specific reporting processes will be provided by the applicable ADECA division to Subrecipients.

26. POLITICAL ACTIVITY
The Contractor shall comply with the Hatch Act, 5 U.S.C. § 1501 et seq., regarding political activity by public employees or those paid with Federal funds. None of the funds, materials, property, or services contributed by the Contractor or the Department under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

27. HUMAN TRAFFICKING PROVISIONS
This Contract is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, codified in 22 U.S.C. § 7104.

28. PURCHASES OF AMERICAN-MADE EQUIPMENT AND PRODUCTS
As stated in Section 507 of Public Law 103-333, it is the sense of Congress that, to the extent practicable, all equipment and product purchases with funds from this Agreement should be American-made.

29. MANDATORY DISCLOSURES
Pursuant to 2 C.F.R. § 200.113, the Contractor must disclose, in a timely manner, in writing to the Department all violations of Federal criminal law involving fraud, bribery, or gratuity violations.

IN WITNESS WHEREOF, the parties hereto have executed the Contract as of the date referenced in Paragraph 2 above.

ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS

KENNETH W. BOSWELL DATE 6/17/24
DIRECTOR

HORNE, LLP

MARSHA DIECKMAN DATE 6/14/24

Federal ID No. 20-1941299

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.

MEG WILLIAMS FIEDLER
GENERAL COUNSEL FOR ADECA

Kay Ivey 7-11-24
KAY IVEY DATE
GOVERNOR

Christine Cook Digitally signed by Christine Cook Date: 2024.06.26 10:41:15 -05'00'
CHIEF PROCUREMENT OFFICER

Reviewed by Contract Review Committee
Contract #C24066051
JUL 11 2024
Alabama Legislature
Sunny Daugherty

1 Project Description (Brief Summary of the Project)

This scope of work includes coordination, program implementation, and grant management assistance services for grant activities relating to the $10,403,000 CDBG-DR allocation awarded to ADECA for Dallas and Autauga counties (hereinafter referred to as "grant"), with an emphasis on projects that are funded to provide housing assistance in the affected areas.

2 Scope of Work

Contractor shall ensure that all work performed under this Scope of Work/Work Order complies with any and all applicable federal, state, and local rules and regulations. Contractor shall perform the following grant management related tasks:

1. Assistance with the development of an Action Plan for this CDBG-DR grant's development and implementation, for the timely expenditure of the grant funds, for the compliance with HUD's CDBG-DR grant requirements, and for the follow-up support which can include but not be limited to writing Action Plan amendments and compliance/evaluation reports and producing other documents and performing grant-related services as and when required;
2. Assistance with the development and review of the CDBG-DR grant's policies and procedures, to include policies concerning procurement, environmental review, fair housing, equal opportunity, civil rights, Section 3, resiliency, duplication of benefits, mitigation, energy, buyouts, and other policies necessarily required for the operation and management of this CDBG-DR grant;
3. Assistance with the development of the CDBG-DR grant's timelines, goals, performance metrics, and deliverables;
4. Assistance with the development of the CDBG-DR grant's document control and the management of records;
5. Assistance with the development and review of the CDBG-DR grant's financial compliance requirements and the provision of State and local financial procedural support, to include assisting ADECA with the evaluation of management oversight of this CDBG-DR grant;
6. Assistance with the development and review of communications strategies in support of this CDBG-DR grant;
7. Assistance with the development and review of monitoring plans for local programs funded with this CDBG-DR grant's funds, and the execution of those monitoring plans;
8. Assistance with the development and management of operations for this CDBG-DR grant;
9. Assistance with the development and management of information technology oversight for this CDBG-DR grant;
10. Assistance with the development and management of all allowable reporting for this CDBG-DR grant's funds and activities required to be submitted to HUD in its Integrated Disbursement and Information System's (IDIS) Disaster Recovery and Grant Reporting System (DRGR System) or its equivalent;
11. Assistance with the development and management of all training and outreach support services for the recipients of this CDBG-DR grant's funds, for their partners, and for ADECA's CDBG-DR staff;

12. Implement programs outlined in the State's approved Action Plan, including intake, eligibility review, Duplication of Benefits (DOB) review, construction management, inspections, and any other reasonable task in support of program implementation.
13. Procure and manage general contractors to complete construction in support of programs outlined in the Action Plan.
14. Assistance with the development and management of this CDBG-DR grant's other support services and consulting functions.

TOTAL PROPOSED COST		
Pre-Award Services		
Financial Certification & Implementation	$	5,450.00
Unmet Needs Assessment	$	24,600.00
Action Plan	$	42,700.00
Total Pre-Award Support Services (Lump Sum)	$	72,750.00
Pre-Award Costs will be billed as one lump sum, upon HUD acceptance of the Action Plan		

Grant Management and Program Implementation Services		
Program Leadership	$	254,100.00
Grant Management	$	828,492.00
Subject Matter Expert Support	$	40,950.00
Total Core Grant Management Cost	$	1,123,542.00
Total Proposed Cost	$	1,196,292.00
Grant Management and Program Implementation Costs will be billed monthly at the rates per hour included in the rate table below.		

RATE TABLE		
Program Leadership		
Program Role	***Hourly Rate***	
Partner	$	-
Director/Subject Matter Expert	$	225.00
Program/Project Manager	$	200.00
Program Supervisor	$	175.00
Administrative Assistant	$	60.00
Stakeholder Management		
Outreach & Communication Manager	$	155.00
Outreach & Communication Coordinator	$	110.00
Outreach & Communication Specialist	$	95.00
Graphic Designer	$	110.00
Financial Analyst	$	135.00
QA/QC Manager	$	150.00
QA/QC Specialist	$	130.00
Case Manager Lead	$	115.00
Duplication of Benefits Analyst	$	95.00
Intake Site Lead	$	140.00
Case Manager	$	85.00
Program Analyst	$	75.00
Travel Expenses	$	-
Intake Office Leases & Expenses	Reimbursed At Cost	
Environmental, Architechture, Engineering & Construction		
Environmental Director	$	200.00
Environmental Manager	$	175.00
Architectural Historian	$	165.00

Environmental Analyst	$	130.00
Field Technician	$	120.00
Lead Based Paint Inspector	$	125.00
Construction Program Manager	$	175.00
Engineering Project Manager	$	200.00
Staff Engineer	$	125.00
Construction Inspection Manager	$	165.00
Construction Cost Estimator	$	135.00
Construction Field Inspector 2	$	125.00
Construction Field Inspector 1	$	85.00
Construction Analyst	$	79.00
Senior Designer	$	160.00
Designer	$	150.00
Survey		
Professional Land Surveyor	$	145.00
Field Survey Technician	$	95.00
Technology & Reporting		
IT Director	$	225.00
Technology Program Manager	$	185.00
IT Development & Support Analyst	$	150.00
Business Process Analyst	$	140.00
Reporting Manager	$	185.00
DRGR/Reporting Specialist	$	140.00
Reporting Analyst	$	110.00
Canopy Grants Management License (Per User Annually)	$	1,500.00
URA, Temporary Housing Buyout & Title Services		
Relocation and URA Services SME	$	200.00
Relocation and URA Services Coordinator	$	150.00
Relocation and URA Services Specialist	$	100.00
Compliance/Monitoring/Other Grant Administration Services		
Senior Compliance Specialist	$	200.00
Senior Consultant	$	195.00
Compliance Specialist	$	170.00
Consultant II	$	180.00
Consultant I	$	135.00