

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract, hereinafter referred to as the "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 Department and Contractor, hereinafter collectively referred to as the "Parties", hereto agree as follows:

1. **PURPOSE:** The United States Department of Housing and Urban Development ("HUD") allocated \$501,252,000 in Community Development Block Grant Disaster Recovery ("CDBG-DR") funds to the State of Alabama to assist in long term recovery from disasters occurring in 2020. These CDBG-DR funds are for necessary expenses for 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 a qualifying major disaster in 2020. The Department is the State of Alabama's agency designated to receive and/or otherwise administer certain federal grant program funds awarded to the State from HUD, to include the administration of CDBG-DR funds. The purpose of this contract is for Contractor to provide grant management consultant services for the CDBG-DR Grant Program.
2. **SCOPE:** This Agreement incorporates by reference as if set forth herein the Contractor's proposal dated April 4, 2022, 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 Attachment A, "Scope of Work", and as described in each Work Order as authorized by ADECA. 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 in Attachment B, "Fee Schedule".

Contractor shall ensure that all work performed under this Contract complies with any and all applicable federal, state, and local rules and regulations, which may include but is not limited to, the Disaster Relief Supplemental Appropriations Act, 2022 (Publ. 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, as may be amended from time to time.

3. **TERM OF CONTRACT:** This Contract shall commence **upon the Governor's signature** and shall expire **two (2) years after the date of the Governor's signature**. This Contract may be extended or renewed, with or without changes, but such extensions, renewals and/or changes must be in writing and must be agreed upon by both parties.
4. **FUNDING:** In no event shall the total amount to be paid by the Department to the Contractor under this Contract exceed **\$3,877,500.00**, for full and complete satisfactory performance. This amount is derived from federal funds, and any Department commitment of said funds herein shall be contingent upon the appropriation, receipt, and availability by the Department of funds for which this Contract is made.

5. METHOD OF PAYMENT:

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

6. OFFICE OF MANAGEMENT AND BUDGT UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENT FOR FEDERAL AWARDS:

For any and all contracts made by a non-Federal entity under a Federal award, 2 CFR 200.326 requires the following contract provisions (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/CANCELLATION:

- i. **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 of this Contract and such failure or violation is not corrected within fifteen (15) days after such notice is given by the Department in writing to the Contractor, the Department shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.
- ii. **FOR CONVENIENCE:** This Contract may be terminated by either party with thirty (30) days written notice. 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.
- iii. In the event of termination, all property and finished or unfinished reports purchased or prepared by the Contractor under this Contract shall, at the option of the Department, become its property and the Contractor shall be entitled to receive the prorated value of any expenses not reimbursed, but necessarily incurred in the proper and satisfactory performance of the Contract.
- iv. In the event of termination, or cancellation, the Contractor will comply with Department directives regarding the return of advanced funds, if applicable.

- B. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the Contractor 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 Contractor must comply with the requirements of 37 CFR 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.

- C. 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 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. ADECA shall report any suspected or reported violation to the Federal awarding agency and to the Environmental Protection Agency.
- D. ENERGY CONSERVATION: The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 *et seq.*
- E. 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 <https://www.SAM.gov>.

The Contractor certifies, by entering into this Agreement, 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 Agreement by any federal agency or by any department, agency, or political subdivision of the State. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Recipient.

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

- F. BYRD ANTI-LOBBYING ACT: Contractors shall comply with the Byrd Anti-Lobbying Act, 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.
- G. PROCUREMENT OF RECOVERED MATERIALS: 2 CFR 200.322 provides that a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must 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 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by 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.

7. **ADDITIONAL TERMS.** In addition to the above terms, the Contractor agrees with, and shall adhere to, the following:

- A. **TRANSPARENCY ACT:** Awards under Federal programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" ("FFATA"). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsr.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A. Therefore, all Contractors, who meet this threshold, will be required to furnish this information to the division within ADECA which is funding the Contractor agreement. Specific reporting processes will be provided by the applicable ADECA division to Contractors.
- B. **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 ADECA under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.
- C. **MANDATORY DISCLOSURES:** Pursuant to 2 CFR 200.113, the Contractor must disclose, in a timely manner, in writing to ADECA all violations of Federal criminal law involving fraud, bribery, or gratuity violations.
- D. **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 Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26.
- E. **CONFLICTING PROVISION:** If any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
- F. **IMMUNITY AND DISPUTE RESOLUTION:** The parties to this agreement recognize and acknowledge that ADECA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article I, Section 14, Constitution of Alabama 1901. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by ADECA 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 other 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.

- G. **DISCLAIMER:** ADECA specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from ADECA 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 ADECA, shall be considered an agent or employee of the State of Alabama or ADECA or any division thereof. The State of Alabama, ADECA, 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.

- H. **RECORDS MANAGEMENT:** The Contractor gives assurances to maintain such data and information and submit such reports, in such form, at such times, and containing such information as the State/Federal grantor may require. The Director of ADECA, 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 for the purpose of audit and examinations to any books, documents, papers, and records of the Contractor and sub-contractors, as provided in section 521 of P.L. 94-503. Records of the Contractor and sub-contractors includes books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents. The right also includes timely and reasonable access to Contractor personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required retention period, but shall last as long as the records are retained.
- I. **RECORD RETENTION:** Financial records, supporting documents, statistical records, and all other non-Federal entity (to include ADECA, the Subrecipient, Contractors, Subcontractors and Vendors) records pertinent to a Federal award (to include the CDBG project under this Agreement) must be retained for a period of at least three years from the date of ADECA's submission of the final expenditure report on this Federal Award to HUD, or for Federal awards that are renewed quarterly or annually, from the date of ADECA's submission of the quarterly or annual financial report, respectively, as reported to HUD (as the Federal awarding agency) or pass-through entity (the State, and ADECA) in the case of the Subrecipient.

When applicable, the Contractor shall comply with the Alabama Competitive Bid Law (codified at §41-16-54, *Code of Alabama 1975*), which requires that all original bids, together with all documents pertaining to the award of a contract, shall be retained in accordance with a record retention period of at least seven years.

- J. **ASSIGNABILITY:** The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of ADECA thereto. Provided, however, that claims for money due, or to become due to the Contractor from ADECA under this Agreement 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 ADECA.
- K. **CONTINGENCY CLAUSE:** It is expressly understood and mutually agreed that any Department commitment of funds herein shall be contingent upon receipt and availability by ADECA of funds under the program for which this Contract is made. If this agreement involves Federal funds, the amount of this Contract will be adjusted by the amount of any federal recessions and/or deferrals.

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

- L. **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 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 agreement that no person under its employ or control who presently performs functions, duties, or responsibilities in connection with ADECA of grant-funded projects or programs has any personal and/or financial interest, direct or indirect, in this agreement 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.

M. **AUDITS:** All subrecipients of Federal funds must follow the Audit Requirements in the Office of Management and Budget Uniform Administrative Requirements (2 C.F.R. Part 200, subpart F). Subrecipients that expend \$750,000 or more during their fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 C.F.R. Part 200. All entities that have a single audit must submit the reporting package and data collection form to the Federal Audit Clearinghouse in accordance with 2 C.F.R. § 200.512. Additionally, if any subrecipient receives more than \$500,000, collectively, in State General Fund appropriations in its fiscal year, from ADECA, it must have an audit in accordance with Government Auditing Standards (the Yellow Book) and Generally Accepted Auditing Standards established by the American Institute of Certified Public Accountants.

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

Copies of all required audits must be submitted to ADECA and the Alabama Department of Examiners of Public Accounts. Copies may be transmitted by email or traditional mail, at the following addresses:

audit@adeca.alabama.gov

Alabama Department of Economic and Community Affairs
ATTENTION: Chief Auditor
401 Adams Avenue
P.O. Box 5690
Montgomery, AL 36103-5690

central.records@examiners.alabama.gov

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

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

N. **AUDIT EXCEPTIONS/UNRESOLVED QUESTIONED COSTS/OUTSTANDING DEBTS:** The Contractor certifies by signing this agreement 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 ADECA or to the Federal government under any program where it has not arranged a repayment plan.

O. **SUSPENSION OF PAYMENTS:** Payments under this Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any division of ADECA on which Contractor is working, or in the event there is an amount owing to any division of ADECA by Contractor, or an amount owing to the Federal government under any program administered by any division of ADECA that is not received in a reasonable and timely manner from Contractor.

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

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

- P. **DISCLOSURE STATEMENT**: Unless otherwise exempt under § 41-16-82, Code of Alabama 1975, a disclosure statement must be submitted to ADECA for any and all proposals, bids, contracts or grant proposals in excess of \$5,000.
- Q. **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, the Alabama Competitive Bid Law (§ 41-16-1 *et seq*, Code of Alabama 1975), the Alabama Public Works Law (§ 39-1-1 *et seq*, Code of Alabama 1975), any State permitting requirements, the Alabama Open Meetings Act (§ 36-25a-1 *et seq*, Code of Alabama 1975), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§ 31-13-1, *et seq*, Code of Alabama 1975).

In compliance with Act 2016-312, 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 agreement, 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 agreement and shall be responsible for all damages resulting therefrom.

- R. **NONDISCRIMINATION**: The Contractor shall be and is prohibited from discriminating based on race, color, religion, sex, age, handicap, or national origin.
- S. **AMENDMENTS**: This Contract may be modified, altered, or amended from time to time throughout the duration of this Contract only by a written agreement duly executed by the parties hereto or their duly authorized representatives.
- T. **REPORTING REQUIREMENTS**: The Contractor shall timely submit any and all reports that may be required by any Work Order issued under this Contract.
- U. **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:

Mr. Shabbir Olia, Division Chief
Alabama Department of Economic and Community Affairs
Community and Economic Development Division
401 Adams Avenue, Room 500
Post Office Box 5690
Montgomery, Alabama 36103-5690
Phone: 334-242-5468
Fax: 334-353-3527
Email: Shabbir.olia@adeca.alabama.gov

The Contractor:

Ms. Anna Stroble
HORNE LLP
661 Sunnybrook Road, Suite 100
Ridgeland, Mississippi 39157
Phone: 601-326-1000
Email: Anna.Stroble@horne.com

- U. **ACKNOWLEDGMENT:** Contractor acknowledges and understands that this Contract is not effective until it has received all requisite state and government approvals, and Contractor shall not begin performing work under this Contract until notified to do so by the Department. Contractor is entitled to no compensation for work performed prior to the effective date of this Contract.
- V. **MERIT SYSTEM EXCLUSION:** The Contractor is not to be considered a State of Alabama merit system employee and is not entitled to any benefits of the State Merit System.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date last signed below.

ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS

Kenneth W. Boswell

 KENNETH W. BOSWELL DATE
 DIRECTOR 7/30/22

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

Ashley W. Toole

 ASHLEY W. TOOLE
 GENERAL COUNSEL

Kay Ivey 8/4/2022

 KAY IVEY, GOVERNOR DATE

HORNE LLP

Anna Stroble 7/18/22

 AUTHORIZED OFFICIAL DATE

TITLE Partner _____

20-1941244

 FEDERAL IDENTIFICATION NO.

Anna Stroble / 601-326-1000

 CONTACT PERSON / PHONE NO.

661 Sunnybrook Rd., Suite 100

Ridgeland, MS 39157

 MAILING ADDRESS

Reviewed by Contract Review Committee
 Contract # *C 220616051*

AUG 04 2022

Alabama Legislature
Sunnybrook

RECEIVED

AUG 2022

FINANCIAL SERVICES

Scope of Work
Grant Management Consultant Services for
Community Development Block Grant - Disaster Recovery Grant Program
Alabama Department of Economic and Community Affairs (ADECA)
Community and Economic Development Division

During the course of this Contract, ADECA may authorize performance of specific tasks via issuance of a work order. A work order is an individually negotiated document authorizing specific work under this contract, if any. Work orders shall include a detailed scope of services, schedule, and any other conditions deemed necessary.

Contractor shall ensure that all work performed under this Scope of Work and any subsequent work orders complies with any and all applicable federal, state, and local rules and regulations, which may include but is not limited to, the Disaster Relief Supplemental Appropriations Act, 2022 (Publ. 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, and 2 CFR part 200, as may be amended from time to time.

Services to be Provided. The Scope of Services to be provided under this Contract include the following, each of which shall be further defined by the subsequent work orders:

1. Action Plan and Financial Certifications

- a. Assist ADECA with establishing and/or maintaining policies and procedures as required to comply with Action Plan Certifications. Topics include:
Financial Management
 - i. Procurement
 - ii. Duplication of Benefits
 - iii. Timely Expenditures
 - iv. Disaster Recovery Website
 - v. Policies for the prevention of fraud, waste, and abuse
- b. Support ADECA in preparation and/or modification of Implementation Plan materials.
- c. Assist with development of an Action Plan, including unmet needs assessment and stakeholder outreach
- d. Support ADECA through HUD comment and review period and assist with incorporation of edits to the Action Plan to address HUD feedback.

- e. Assist with Action Plan Amendments
 - f. Perform other reasonable services as it relates to the Action Plan
2. Financial Management
- a. Planning for the timely expenditure of CDBG-DR grant funds assistance
 - b. Financial compliance requirements and local financial support
 - c. Support ADECA with overall budget development and management
 - d. Financial system support
 - e. Provide ADECA with invoice review support for vendor and/or subrecipient invoices and draw requests
 - f. Assist ADECA with HUD required financial reporting
 - g. Procurement support for goods and services
 - h. Support ADECA in internal or external audits, monitoring, or other quality oversight engagements
 - i. Perform other reasonable financial management duties
3. Grant Administration and Compliance
- a. CDBG-DR grant compliance requirement support
 - b. Production and maintenance of grant documents and related services
 - c. Development of timelines, goals, performance metrics, and program deliverables
 - d. Document control and record management
 - e. Management of program operations
 - f. Compliance with federal, state, and local rules and regulations support
 - g. Monitoring and audit support
 - h. Anti-Fraud, Waste and Abuse (AFWA) support
 - i. Internal Quality Assurance/Quality Control support
 - j. Creation, monitoring and management of project schedules
 - k. Perform other reasonable grant administration related services
4. Policies and Procedures
- a. Assist with development, review, and update of grant policies and procedures
 - b. Development and maintenance of support materials such as training aides, desktop guides, or technical manuals
 - c. Perform other reasonable policy and procedure related services

5. Subrecipient Management

- a. Create and execute monitoring plans for CDBG-DR programs managed through subrecipients
- b. Development support for monitoring plans, policies, and procedures
- c. Subrecipient capacity assessment and risk assessment support
- d. Review of subrecipient programs, plans, and project submissions
- e. Provide technical assistance to subrecipients
- f. Create and execute capacity building plans, as needed
- g. Other reasonable subrecipient management services

6. Information Technology and Reporting

- a. Produce compliance and evaluation reports
- b. Information technology management oversight support
- c. Management support of HUD Integrated Disbursement and Information System (IDIS) and Disaster Recovery and Grant Reporting System (DRGR)
- d. Develop and maintain disaster recovery website
- e. Deploy and maintain applicant- and program-level data collected for through a web-based CDBG-DR Grants Management System, referred to as “Canopy”
- f. Provide ADECA and its designees with access to Canopy and Canopy Help Desk
- g. Deploy and maintain progress, production, and/or pipeline reports and web-based dashboards.
- h. Deploy and maintain IT solutions for applicant self-service, such as but not limited to web-based or mobile compatible applications for assistance, public facing “portals” to allow individuals to obtain status of an application for assistance, etc.
- i. Perform other reasonable information technology and reporting services

7. Environmental Services

- a. Project description review assistance to determine level of environmental review required
- b. Preparation, completion and submission of required HUD forms for environmental review with supporting documentation
- c. Environmental advisory and support services related to environmental clearance

- d. Support for the preparation and submission of all required sequence, public notices for publication, including but not limited to Notice of Finding of No Significant Impact, Request for the Release of Funds and any other required notices
 - e. Assist any other reasonable activity related to environmental services
8. Technical Assistance, Training and Capacity Building
- a. Provide technical assistance and / or group training to ADECA, its subrecipients, vendors, and other stakeholders
 - b. Training and outreach support services
 - c. Development support for subrecipient programs, plans and project
 - d. Perform other reasonable technical assistance, training and capacity related services
9. Communications, Outreach and Engagement
- a. Support and advisory services for communication and engagement strategies
 - b. Development of marketing and outreach collateral materials
 - c. Coordination with community-based organizations to maximize reach of outreach activities
 - d. Perform other reasonable communications, outreach and engagement services
10. Other Advisory and Support Services
- a. Subject Matter Expertise (SME) support, guidance and/or recommendations as related to applicable regulations, guidance or laws. Topics may include, but are not limited to:
 - i. CDBG-DR laws and regulations;
 - ii. Affirmatively Furthering Fair Housing (AFFH);
 - iii. Uniform Relocation Assistance (acquisition/relocation);
 - iv. Davis-Bacon and related acts;
 - v. Financial management laws and regulations;
 - vi. Federal and state procurement laws and rules;
 - vii. Program income rules;
 - viii. Anti-Fraud, Waste, and Abuse;
 - ix. Environmental Review Regulations;
 - x. Section 3 economic opportunities;
 - xi. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and

xii. Other related topics

11. Program Implementation and Management Services (as needed)

- a. Program needs assessment, design, procurement, application review, environmental compliance, construction management, engineering services, construction inspections, damage assessment, applicant services, appeals processing, reporting, closeout, and any other reasonable program implementation-related needs

FEE SCHEDULE

LOCALLY DIRECTED, LOCALLY MANAGED, STATE RESOURCED

Core Grant Management Services

To support ADECA’s decision to implement recovery through local subrecipients, HORNE proposes a flexible and proven solution to guide your communities to a successful and compliant recovery. We recommend our Core Grant Management Solution to provide ADECA with:

- A dedicated Program Manager to lead recovery operations statewide and oversee grant compliance. Your Program Manager is fully committed to ADECA and will be accountable to your team’s vision for Alabama’s recovery.
- A team of four (4) Grant Managers will be available for assignment to subrecipients as determined by ADECA. Grant Managers will coordinate subrecipient agreements and collaborate with local stakeholders to design compliant projects that align with the State’s Action Plan. Grant Managers will provide compliance solutions that clear barriers to recovery and ensure each subrecipient’s success. As projects evolve and subrecipients deploy grant funds, we will realign grant management staffing to minimize budget impacts.
- A bullpen of Subject Matter Experts available at ADECA’s discretion to support HUD audits, policy and procedure development, and subrecipient support for technical solutions.
- HORNE’s Canopy Grant Management Technology to support a unified system of record statewide. Canopy is widely recognized by CDBG-DR grantees nationwide as a premier solution for navigating CDBG-DR compliance, managing program and subrecipient documentation, and providing critical insights to program delivery.

We believe these services set the foundation for ADECA to provide quality support to subrecipients as they administer a locally directed recovery solution. Our team’s experiences in Puerto Rico and BP Oil Spill in Alabama, suggest that each subrecipient will have different capacities to administer these funds and ADECA can support their local vision by offering HORNE resources through this procurement.

PRE-AWARD SUPPORT SERVICES	
Financial Certification & Implementation	\$10,000
Unmet Needs Assessment	\$25,000
Action Plan	\$75,000
Total Pre-Award Support Services (Lump Sum)	\$110,000
CORE GRANT MANAGEMENT SERVICES	

FEE SCHEDULE

CORE GRANT MANGEMENT & TECHNOLOGY SERVICES	Total Cost Over 2 Years
Program Leadership	\$700,000
Grant Management	\$1,980,000
Subject Matter Expert Support	\$337,500
Canopy Grants Management Technology*	\$600,000
Canopy Grants Management Licenses**	\$150,000
Total Core Grant Management Cost	\$3,767,500
Total Cost	\$3,877,500

*Includes Canopy development and ADECA Dashboard Reporting

**Canopy Licenses are \$1,500 per user per year. 50 Licenses estimated

FEE SCHEDULE

Enhanced Grant Management with Centralized Programmatic Functions

Oftentimes, the needs and conditions on the ground can change quickly, requiring a thoughtful yet nimble approach to laying the groundwork. We also understand that there is no “one-size-fits-all” approach to recovery implementation; in reality, there are many implementation models that can be utilized when implementing a CDBG-DR recovery program. Therefore, in addition to the Core Grant Management Services described above, HORNE offers ADECA an optional enhanced approach that is available as needs on the ground change to meet recovery challenges. This approach aligns with the State’s decision to distribute funds locally, while providing flexible resources to ensure every subrecipient is positioned for success. Optional services would likely emphasize areas of compliance risk or technical scopes such as:

- Intake/eligibility review,
- Duplication of benefits (DOB) oversight,
- Cost estimation, inspections, and construction coordination,
- Environmental review,
- Architecture, engineering, or surveying support, and
- Other services to support CDBG-DR implementation.

Offering flexible support resources as part of a subrecipient method of distribution has a proven precedent. For example, in the case of the CDBG-DR City Revitalization Program in Puerto Rico, HORNE and the Puerto Rico Department of Housing leveraged centralized program services such as intake, eligibility review, duplication of benefits and technology systems for 78 municipal subrecipients with a variety of needs and capacities across the entire island. Offering these flexible resources across subrecipients and various eligible activities resulted in a streamlined management of applications, consistent program delivery and compliance risk reduction.

More locally, our teaming partner Volkert, Inc, has directly supported the State of Alabama - Department of Conservation and Natural Resources with its oil spill recovery program through program launch, grant and project oversight, subrecipient monitoring, reporting and compliance. Thus far, the Volkert team has helped provide assistance to numerous subrecipients along the Gulf Coast, including some of the Most Impacted and Distressed areas impacted by Zeta and Sally, including but not limited to Mobile County, the City of Mobile and Baldwin County. Through those efforts they supported municipalities through flexible scope arrangements that best meet their needs.

It is difficult to predict how or if your subrecipients will need these optional, enhanced grant management services, but we recommend incorporating a flexible contract scope that allows ADECA to evaluate those needs on a case-by-case basis and support the subrecipients as you see fit. We have seen how these flexible solutions streamline recovery, improve compliance outcomes, reduce local procurement burdens and maximize recovery impacts.

FEE SCHEDULE

The table below outlines discounted hourly rates, should ADECA request our assistance to support a state-run initiative and/or support subrecipients as they implement programs. The rates proposed represent fully burdened hourly rates for staff time to support ADECA and its subrecipients in obtaining exactly what they need. The positions proposed in the table offer a mix of experience, expertise, and training levels so we can scale to meet your needs for any disaster recovery program, project, or initiative.

OPTIONAL ENHANCED GRANT MANAGEMENT SERVICES AS NEEDED	HOURLY RATE
Compliance Specialist	\$160
Procurement Coordinator	\$125
Reporting Analyst	\$120
Business Process Analyst	\$140
Outreach & Communications Coordinator	\$130
Financial Analyst	\$135
Program Analyst	\$75
Legal Counsel	\$195 <i>KUB</i> <i>AGS</i>
Program Leadership	\$200
Grant Management	\$165
Subject Matter Expert	\$225

FEE SCHEDULE

ENVIRONMENTAL, ARCHITECTURE, ENGINEERING & CONSTRUCTION	HOURLY RATE
Environmental Manager	\$175
Architectural Historian	\$165
Environmental Analyst	\$130
Lead Based Paint Inspector	\$125
Construction Program Manager	\$175
Engineering Project Manager	\$200
Staff Engineer	\$125
Construction Inspection Manager	\$165
Construction Cost Estimator	\$135
Construction Field Inspector	\$95
Construction Analyst	\$79
IMPLEMENTATION SUPPORT SERVICES	HOURLY RATE
Case Manager Lead	\$115
Case Manager	\$85
Call Center Representative Lead	\$110
Call Center Representative	\$65
QA/QC Manager	\$150
QA/QC Specialist	\$130
Duplication of Benefits Lead	\$115
Duplication of Benefits Analyst	\$95