

THIRD AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES

This Third Amendment (“**Amendment Three**”) is made and entered into effective the 6th day of May (“**Effective Date**”), by and between the Baldwin County Commission located at 322 Courthouse Square, Bay Minette, Alabama, 36507 (“**Client**”) and MB3, Inc. dba Civix (“**Civix**”) and amends that Contract for Professional Services dated March 5, 2024 (“**Agreement**”).

RECITALS

- A. Civix and the Baldwin County Commission entered into the Agreement on March 5, 2024;
- B. Additional clauses are required to be included under Section 6.5 of the contract to address Federal and state provisions; and
- C. The Parties now desire to amend the original agreement to provide for continued services related to the Local Recovery Plan, programming, and grant set up as described in Attachment A (“**Services**”).

Accordingly, the Parties agree as follows:

1. Definitions. Capitalized terms used but not defined in this Amendment have the meanings given in the Agreement, if any.

2. Additional language to be added to Section 6.5. The following clauses have been added to Section 6.5 of the agreement and included as Attachment A:

- a) Title VI, Civil Rights Act of 1964
- b) Section 109, Housing & Community Development Act of 1974
- c) Section 504 Rehabilitation Act of 1973
- d) Age Discrimination Act of 1975
- e) Equal Employment Opportunity
- f) Section 3 Compliance
- g) Section 3 Plan
- h) Section 402 of the Vietnam Veterans Act
- i) Alabama Beason-Hammon Act
- j) Conflict of Interest
- k) Audits, Records keeping and retention

3. No Other Changes. The parties agree that, except as specifically provided herein, this First Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties or obligations of either of the parties or the Agreement and except as expressly amended herein, all terms, covenants, and conditions of the Agreement, and all amendments thereto, shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have duly executed this Amendment effective as of the date first written above.

MB3, Inc. dba Civix

Baldwin County Commission

Signature: Angele C. Romig

Signature: _____

Name: Angele C. Romig

Name: _____

Title: President

Title: _____

Date: April 21, 2025

Date: _____

ATTACHMENT A – ADDITIONAL FEDERAL CONTRACT PROVISIONS

6.5 Federal Contract Provisions, amended

The Contractor and its subcontractors must comply with any and all applicable laws, ordinances, codes and regulations of the Federal, state, and local governments, including, but not limited to 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

Title VI, Civil Rights Act of 1964 – The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109, Housing & Community Development Act of 1974 – The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

Section 504 Rehabilitation Act of 1973 – The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

Age Discrimination Act of 1975 – The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

Equal Employment Opportunity (applicable to contracts and subcontracts above \$10,000) – During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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.

- B. 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 without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which the entity has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, 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 Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through F 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, as amended, so that such provisions will be binding upon each Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department 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 Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

Section 3 Compliance – The Contractor shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u), and Implementing regulation at 24 C.F.R. Part 75, as applicable. The responsibilities outlined in 24 C.F.R. § 75.19 include:

- A. Implementing procedures designed to notify Section 3 workers about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.

- B. Notifying potential Contractors for Section 3 covered projects of the requirements of Part 75, Subpart C and incorporating the Section 3 clause set forth below in all solicitations and contracts in excess of \$100,000 as required at 24 C.F.R. § 75.27.
- C. Section 3 Clause

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.

The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 C.F.R. § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 75.

The contractor agrees to submit, and shall require its subcontractors to submit to them, as applicable, annual reports detailing the total number of labor hours worked on an eligible Section

3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the reporting period to direct hiring efforts to low- and very low-Income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

Facilitating the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in 24 C.F.R. § 75.25(b), as appropriate, to reach the goals set forth in 24 C.F.R. § 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a subsequent publication. The minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers. The contractor agrees to documenting actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any.

Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

Section 3 Plan – The Contractor will maintain a Section 3 Plan for hiring and reporting on efforts to hire Section 3 eligible workers as applicable to projects.

Section 402 of the Vietnam Veterans Act – The Vietnam Era Veterans' Readjustment Assistance Act Section 402 as described under 41 CFR Part 61.300 prohibits discrimination based on Vietnam-era veteran status or special disabled veteran status in federally assisted programs and requires contractors with agreements in the amount of \$100,000 for acquisition and non-personal services (including construction) take affirmative action to employ and advance in employment qualified special disabled veterans and veterans.

Alabama Beason-Hammon Act – The Contractor and its subcontractors must comply with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Ala. Code§ 31-13-1 et seq.) by verifying the legal presence of their employees and be registered with the federal E-Verify program to be eligible for contracting with the state of Alabama.

Conflict of Interest –

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

Audits, Record Keeping and Retention - The Contractor shall retain and maintain all of its records with respect to all matters relating to this agreement until five (5) years after final payment for the work performed under this agreement. At any reasonable time during normal business hours, the Contractor shall make available to the County, and/or its Auditors, agents or employees, for examination, all of its records with respect to all matters related to this agreement and will permit the County and/or its Auditors, agents or employees to audit, to examine and to make exceptions or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this agreement.