CONTRACT FOR PROFESSIONAL SERVICES

This agreement ("Agreement") is made and entered into on November 5, 2025, ("Effective Date") by and between the Baldwin County Commission ("Commission") and MB3 Inc. dba Civix, located at 3300 W. Esplanade Ave., Suite 400, Metairie, Louisiana 70002 ("Civix") (collectively herein as "the Parties").

WHEREAS, the Alabama Department of Economic and Community Affairs (ADECA) has subawarded CDBG-DR Local Recovery funds to the Commission for long-term recovery following Hurricanes Sally and Zeta, and;

WHEREAS, ADECA approved the Commission's CDBG-DR Local Recovery Plan and has provided terms for implementation of LRP programs and activities to be completed within the subaward dates agreed upon between ADECA and the Commission, and;

WHEREAS, in response to the Commission's publication of a Request for Proposals (RFP) soliciting General Grant Administration and Implementation Professional Services for Community Development Block Grant - Disaster Recovery (CDBG-DR), Civix provided a cost proposal for professional services supporting implementation of the subrecipient' s Local Recovery Plan, and;

WHEREAS, the Commission desires to engage Civix to provide professional services for implementation of its CDBG-DR Local Recovery Plan (the "Project") and other administrative, or planning activities as needed in connection with CDBG-DR;

NOW, THEREFORE, the Commission and Civix for the consideration hereinafter set forth, agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

1.1 **Scope of Work.** Civix shall perform the services and provide the deliverables as described in Attachment A ("Services"), in accordance with the assumptions documented in Attachment A.

1.2 **Commission Data and Rely-Upon.** Commission shall furnish, without expense to Civix and on a timely basis, the data and information reasonably required by Civix to provide the Services. In performing the Services, Civix shall be entitled to rely upon the sufficiency, accuracy, and completeness of such data and information furnished by or on behalf of Commission and Civix assumes no responsibility as to the sufficiency, accuracy, and completeness of such data and information.

1.3 **Change Orders.** Either Party shall have the right to request, in writing, changes in the Services. Civix shall not perform any such change in the Services unless compensation, schedule and scope of work are mutually agreed by Parties in writing.

1.4 **Acceptance.** Except where this Agreement provides different criteria, Services will be accepted if they have been performed in accordance with the specifications applicable to the Services. Upon notification by Civix that a Service (or deliverable) has been completed and is available for review and acceptance, Commission will use commercially reasonable efforts to review within seven

(7) business days after the notification, but in no event later than ten (10) business days after the notification. Civix will correct unaccepted Services (or deliverables) per the Warranty. If no notification is delivered to Civix within the applicable period, the Service (or deliverable) will be deemed accepted. All accepted and deemed accepted Services (and deliverables) remain subject to the Warranty.

1.5 **Warranty.** Civix shall faithfully perform the Services using the degree of care, skill, training, diligence and judgment ordinarily exercised under similar circumstances by competent members of the profession which Civix practices or industry or business in which Civix works. Civix agrees to promptly reperform, repair or replace, at Commission's option and at Civix's cost and expense, any Service which fails to conform to such requirements or in the event such a degree of skill and care is not exercised. Correction of any error in the manner described above shall constitute complete fulfillment of all obligations and liabilities of Civix for nonconforming Services, whether the claims of the Commission are based in contract, warranty, tort (including, but not limited to, negligence and strict liability), or otherwise. This exclusive remedy is Commission's sole remedy for any failure of Civix to comply with its warranty obligations. The warranty period shall end thirty (30) days after the end of the provision of the Services.

ARTICLE 2 - COMPENSATION

2.1 **Compensation.** Commission agrees to compensate Civix for the Services in accordance with the billable rates set forth in Attachment A attached hereto. Such billable rates shall be applied to the actual man-hours, and fractions thereof, worked as reflected on Civix's time record forms.

2.2 **Direct Expenses.** Commission agrees to compensate Civix for reasonable and necessary Direct Expenses incurred by Civix in relation to the Services. "Direct Expenses" include, but are not limited to, vehicle mileage, contractor fees, recordation fees, certificate fees, reproduction and printing fees, express delivery services, special equipment rentals, and the like. Civix will invoice Commission for the Direct Expenses at Civix's actual cost and substantiated as reflected with receipts, invoices, company logs, and/or the like.

2.3 **Payment.** Civix shall invoice Commission on a monthly basis for both the compensation and the Direct Expenses. All payments by Commission to Civix shall be made within thirty (30) days of Commission's receipt of Civix's invoice. Civix assumes all responsibility for payment of taxes from the funds received under this Agreement.

ARTICLE 3 - LIABILITY AND INDEMNIFICATION

3.1 **Indemnification.** Either Party agrees to release, defend, indemnify and hold harmless the other Party and its affiliates and their respective directors, officers, and employees, from and against any third party claim, demand, cause of action, liability loss, damage or expense (including reasonable attorneys' fees) (collectively, "Claims") arising from or relating to injury to or death of persons or from damage to or loss of property to the extent arising directly or indirectly out of any gross negligent or willful misconduct of either Party or its employees, agents, or representatives.

3.2 **Insurance.** Civix shall maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the terms of this Agreement by the Parties, its agents, representatives, employees or drivers. At a minimum, Civix shall maintain (a) General Liability coverage of $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; and (b) Worker's Compensation Insurance to the meet the applicable statutory requirements and Employers' Liability insurance with limits of not less than $1,000,000. Civix will furnish to Commission certificates of insurance effecting coverage required by this section upon Commission's written request.

3.3 **Consequential Damages Waiver.** Neither Party shall, under any circumstances or in any event, be liable to other Party for any special, punitive, indirect, incidental, or consequential damages of any nature, including, without limitation, loss of actual or anticipated profits or revenues; loss of production, by reason of shutdown, non-operation, or otherwise; increased expense of manufacturing or operation; loss of use; increased financing costs; or cost of capital.

3.4 **Limit of Liability.** Notwithstanding anything set forth in this Agreement, Civix's maximum liability in the aggregate under this Agreement shall in no event exceed the monies received by Commission under this Agreement.

ARTICLE 4 - TERMINATION

4.1 **Termination for Convenience.** If either Party should find it necessary to terminate this Agreement, either Party may terminate this Agreement by giving at least fifteen (15) days' written notice given to the other Party. Upon receipt of such notice of termination, the other Party promptly shall take appropriate steps to stop the Services in an orderly manner and to terminate outstanding obligations and commitments with the least practicable cost. If Commission shall terminate for convenience, Commission shall pay Civix in full for all Services rendered through the termination date.

4.2 **Termination/Suspension for Default.** If either Party hereto is in default of any material obligation imposed upon it under this Agreement, the other Party may give written notice of such default and indicate its intention to terminate or suspend this Agreement if same is not remedied within thirty (30) days. If the breach is not cured within thirty (30) days to the satisfaction of the issuing Party, and best efforts have been exhausted to cure such breach, the non-breaching Party shall have the right to terminate the Agreement without further notice. However, if the breaching Party believes that it has performed its best efforts and has cured the breach, and the non-breaching Party is unreasonable in granting acceptance of the cure, then such dispute shall be resolved in accordance with this Agreement under the dispute resolution provisions of this Agreement. If it is mutually agreed upon by the Parties that the breach has been cured, no other action is required by either Party and the Agreement continues to remain in effect.

4.3 **Term and Survival.** The Agreement shall expire upon full payment by Commission to Civix for the Services or terminate per Sections 4.1 or 4.2, whichever occurs first. Subject to time limitations specified herein or imposed at law, the parties understand and agree that all terms and conditions of this Agreement, which by reasonable implication contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise) shall survive such termination and shall continue to be enforceable as provided herein).

ARTICLE 5 –CONTROLLING LAW AND MEDIATION

5.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, excluding any choice of law provisions that may direct the application of the laws of any other jurisdiction. Both Parties agree to submit to the exclusive jurisdiction and venue of the Circuit Court of Baldwin County, Alabama to resolve any disputes arising out of or relating to this Agreement. In the event of any dispute or controversy arising out of or relating to this Agreement, the Parties agree to waive the right to a jury trial.

5.2 **Mediation.** In the event of any dispute or controversy arising out of or relating to this Agreement, the Parties agree to exercise their best efforts to resolve the dispute as soon as possible. The Parties shall, without delay, continue to perform their respective obligations under this Agreement, which are not affected by the dispute. If during the course of this Agreement the Parties are unable to resolve any dispute or controversy arising out of or relating to the Agreement, such claims shall first be subject to non-binding mediation as a condition precedent to the initiation of any legal action (either court action or arbitration). Unless the Parties mutually agree otherwise in writing, the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association in effect at the time of the demand for mediation shall be applied at the mediation. Any mediation hereunder shall be conducted before an independent mediator mutually selected by the parties. If the parties are unable to agree to a mediator within ten (10) days after the receipt of a demand for mediation by either party, the mediator will be chosen by AAA. Demand for mediation shall be made in writing. The Parties agree to share equally the mediator's fee and any filing fees. Any agreement reached in mediation shall be enforceable and binding upon both Parties. Each Party agrees to bear its own attorneys' fees associated with the mediation.

ARTICLE 6 - ADDITIONAL TERMS AND CONDITIONS

6.1 **Independent Civix.** Civix is and shall remain an independent Civix in the performance of this Agreement, maintaining complete control of its personnel, workers, subcontractors and operations required for performance of its Services.

6.2 **Assignment.** Commission may not assign its rights or delegate its obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of Civix. Any attempted assignment or delegation without Civix's written consent will be void.

6.3 **Force Majeure.** Neither Commission nor Civix shall be considered in default in the performance of the obligations hereunder, except with respect to payment of monies hereunder, if such performance is prevented or delayed because of unavailability of labor, war, hostilities, revolution, civil commotion, acts of terrorism, strike, epidemic, pandemic, accident, fire, wind, flood; or because of any Act of God; or for any cause, whether similar or dissimilar, now or hereafter existing, beyond the reasonable control of the Party affected. The Party suffering a delay in its performance caused by an above described occurrence shall give notice thereof to the other Party as soon as reasonably possible thereafter, and shall use reasonable efforts to overcome such delay. In the event of such an occurrence, the Parties shall consult to determine how to overcome the effect on the Project and shall mutually agree to any equitable adjustment to the compensation due Civix hereunder.

6.4 **Miscellaneous.** This Agreement is the entire agreement of the Parties on the subject matter hereof. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Commission and Civix with respect to the subject matter hereof. In addition, this Agreement may not be modified or amended unless agreed by the Parties, reduced to writing, and signed by both the Commission and Civix. Further, if any part of this Agreement is adjudged invalid, illegal or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect. Headings in this Agreement are for convenience only and shall not affect the interpretation thereof.

6.5 **Federal Contract Provisions.** This Agreement contains all applicable provisions of 2 C.F.R. Section 200, Appendix II of the non-federal entity, as set forth in the federal award. Civix 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

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) *Equal Employment Opportunity* – Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (3 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(C) *Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)* – When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(D) *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)* – Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is 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 in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(E) *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 recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient 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.

(F) *Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended* – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(G) *Debarment and Suspension (Executive Orders 12549 and 12689)* – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(H) *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)* – Contractors that apply or bid for an award exceeding $100,000 must 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 must 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) *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.

(J) *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.

(K) *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.

(L) *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.

(M) *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.

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.

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.

Documenting actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any.

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.

(N) *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.

(O) *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.

(P) *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.

(Q) *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.

IN WITNESS hereof, the Parties have executed this Agreement effective as of the day and year first above written.

___________________________	MB3, Inc. dba Civix
Signature: ______________________	Signature: Angele C. Romig
Print: ___________________________	Print: Angele C. Romig
Title: ___________________________	Title: President
Date: ___________________________	Date: 11/5/25

The following attachments constitute a part of this Agreement and are incorporated herein by this reference: Attachment A.

ATTACHMENT A – SCOPE OF WORK

Civix will provide services to support the implementation of Baldwin County's CDBG-DR Local Recovery Plan. As outlined below, the scope of work includes grant and program management, communications and outreach, and partner coordination in alignment with the Local Recovery Plan, along with associated Commission coordination and analysis efforts, as well as support and technical assistance with financial management, procurement, reporting, monitoring and cross-cutting compliance to meet the requirements of Baldwin County's subrecipient agreement with ADECA.

The total, not-to-exceed budget to deliver the services is $2,427,488. While there are cost estimates associated with each task, the Parties agree to allow the movement of funding between tasks without the need to amend this agreement so long as the total budget is not exceeded. The rate table provided represents the agreed upon rates for year one. Civix and the Commission agree to a 2.5% increase in the rate table for each additional year of the implementation contract.

Additional services requested by the Commission will be negotiated separately and associated pricing and timeline(s) will be determined through discussion between the Parties.

Services and Estimated Pricing

Baldwin County – CDBG-DR Implementation Delivery Budget	
Tasks and Services	**Est. Cost**
Task 1 - Communication and Outreach	$494,635
Task 2 - Local Recovery Plan (LRP) Implementation	$1,924,353
Direct Expenses	
Reimbursable Expenses (e.g., travel, printing, and postage)	$8,500
Totals =	**$2,427,488**

Labor Category	Hourly Rate (Year 1)
Principal	$295
Project Director	$280
Project Manager	$195
SME II	$245
SME I	$225
Sr. Grant Manager	$185
Grant Manager	$155
Grant Analyst	$120
Senior Planner	$180
Planner	$120
Reporting Manager	$195
Environmental Manager	$220
Principal Scientist	$230
Senior Scientist	$190
Environmental Specialist	$165
Construction Project Manager	$220
Construction Inspector	$120
Communications Specialist	$215