

2024 PROFESSIONAL SERVICES AGREEMENT
FEDERAL GRANT ADMINISTRATIVE SERVICES

THIS AGREEMENT is made this the 18 day of September 2024, by and between the **CITY OF BAY ST. LOUIS, MISSISSIPPI**, located at 688 Highway 90, Bay St. Louis, Mississippi, 39520 (hereinafter referred to as ("Client" or "City") and **TETRA TECH, INC.** (hereinafter referred to as ("Contractor" or "Tetra Tech"), located at 2301 Lucien Way, Suite 120, Maitland, FL 32751.

WHEREAS, Client has issued an RFP for PROFESSIONAL FEDERAL GRANT ADMINISTRATIVE SERVICES (Client RFP) which is attached hereto as **Exhibit A**.

WHEREAS, Client has reviewed Contractor's response to Client RFP and wishes to enter into a contractual agreement with Contractor to provide PROFESSIONAL FEDERAL GRANT ADMINISTRATIVE SERVICES and Contractor's response to Client RFP is attached hereto as **Exhibit B**.

NOW, THEREFORE in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Scope of Services:** Contractor and Client agree Contractor will perform PROFESSIONAL FEDERAL GRANT ADMINISTRATIVE SERVICES as described in Exhibit A and B (Client's RFP and Contractor's Response to Client RFP), attached hereto.
2. **Term:** The term of this Agreement shall begin on the date written above and be in effect for two (2) years with the option to further extend upon mutual consent of the Parties.
3. **Independent Contractor:** Contractor is an independent contractor and is not an employee of Client. Services performed by Contractor under this Agreement are solely for the benefit of Client. Nothing contained in this Agreement creates any duties on the part of Contractor toward any person not a party to this Agreement.
4. **Standard of Care:** Contractor will perform services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or Contractors performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.
5. **Changes/Amendments:** This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be amended, modified or changed except by written amendment executed by both Parties. The estimate of the level of effort, schedule and payment required to complete the Scope of Services, as Contractor understands it, is reflected herein. Services not expressly set forth in this Agreement or its exhibits are excluded. Contractor shall promptly notify Client if changes to the Scope of Services affect the schedule, level of effort or payment to Contractor and the schedule and payment shall be equitably adjusted.
6. **Uncontrollable Forces:** Neither Client nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, explosion, strike, transportation, or equipment delays, act of war, Act of God, lightning, epidemic, war, riot, civil disturbance, sabotage, acts of terrorism and governmental actions outside the control of Client. The schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Contractor for any additional costs due to the delay.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are foreseeable, preventable, removable, or remediable, and which the nonperforming party could have, with

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the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

7. **Fee for Services:** The fee for the services under this Agreement for subrecipient management services for each individual sub application will be based on a firm fixed price corresponding to five percent (5%) of the City's Total Project Cost (funded by Flood Mitigation Assistance Swift Current), as detailed in **Exhibit B**. Client will be invoiced for the project monthly on a percent complete-by-task basis.

Payment terms are net thirty (30) days. Client will review invoices for acceptance within ten (10) calendar days of the date of the invoice to which Client shall immediately notify Contractor of any invoice disputes. Contractor and Client will work in good faith to resolve any such disputes within ten (10) days after notification. Should a dispute result in a partial rejection of any item(s) invoiced, Client shall proceed with partial payment within Net 30 days of the date of the invoice. Under no circumstances shall payment of Contractor's invoices be contingent on reimbursement of Client by any third-party authority or funding source.

All invoices shall be emailed to KStewart@bny.stlouis-ms.gov

Payment shall be made to and delivered to:

Tetra Tech, Inc.
PO Box 911642
Denver, CO 80291-1642

8. **Indemnity:** Contractor shall save harmless Client from all claims and liability due to activities of himself, his agents, or employees, performed under this contract and which to the extent result from a negligent act, error or omission of the Contractor or of any person employed by the Contractor. Contractor shall also save harmless Client from all expenses, including attorney fees which might be incurred by Client in litigation or otherwise resisting said claims or liabilities which might be imposed on Client as result of such activities by the Contractor, his agents, or employees.
9. **Insurance:** During the performance of the Services under this Agreement, Contractor shall maintain the following insurance policies:

| | |
|----------------------------------|---|
| Worker's Compensation | Statutory |
| Employer's Liability | U.S. \$1,000,000 |
| Commercial General Liability | U.S. \$1,000,000 per occurrence |
| | U.S. \$1,000,000 aggregate |
| Comprehensive General Automobile | U.S. \$1,000,000 combined single limit |
| Professional Liability | U.S. \$1,000,000 per claim and in the aggregate |

The City of Bay St. Louis, MS shall be named as additional insured. The Certificate holder shall be: City of Bay St. Louis, 688 Highway 90, Bay St. Louis, Mississippi, 39520.

10. **Federal Provisions:** In performance of the services, Contractor will comply, as applicable, with the federal regulatory requirements described in **Exhibit C**.
11. **Work Product:** Client shall have the unrestricted right to use the documents, analyses and other data prepared by Contractor under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Contractor. If Client releases the Work Products to a third party without Contractor's prior written consent, or changes or uses the

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Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, and (b) Contractor shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products.

12. **Limitation of Liability:** No employee of Contractor shall have individual liability to Client. To the extent permitted by law, the total liability of Contractor, its officers, directors, shareholders, employees and Subcontractors for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed ten thousand dollars (U.S. \$10,000).
13. **No Consequential Damages:** To the extent allowed pursuant to Mississippi law, in no event and under no circumstances shall Contractor be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.
14. **Information Provided by Others:** Client shall provide to Contractor in a timely manner any information Contractor indicates is needed to perform the services hereunder. Contractor may reasonably rely on the accuracy of information provided by Client and its representatives.
15. **Safety and Security:** Contractor has established and maintains programs and procedures for the safety of its employees. Unless specially included as a service to be provided under this Agreement, Contractor specially disclaims any authority or responsibility for job site safety and safety of persons other than Contractor's or Subcontractor's employees.
16. **Termination:** Client may terminate this Agreement upon five (5) days prior written notice to the Contractor. Client shall pay Contractor for all services rendered to the date of termination. Such cost shall be based on percentage of work complete. If either party defaults in its obligations hereunder, the non-defaulting party, after giving thirty (30) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement.
17. **Dispute Resolution:** If agreed to by the Client, Contractor and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement either party may pursue litigation after notifying the other party of their intentions.
18. **Successors and Assigns:** This Agreement is binding upon and will inure to the benefit of Client and Contractor and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
19. **Notices:** Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

CLIENT:

City of Bay St. Louis
688 Highway 90
Bay St. Louis, Mississippi, 39520

CONTRACTOR:

Contracts Department
Tetra Tech, Inc.
2301 Lucien Way, Suite 120
Maitland, FL 32751
Mobile: (407) 803-2551
TDR.Contracts@tetrattech.com

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20. **Severability:** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.
21. **Governing Law and Venue:** This Agreement shall be governed by and interpreted according to the laws of the State of Mississippi. The venue for any and all legal action necessary to enforce the Agreement shall be Hancock County, Mississippi.
22. **Access and Audits:** Contractor shall maintain adequate financial and program records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at least three (3) years following final payment from Client. Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Contractor's place of business to Client, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction, and audit without restriction.
23. **Compliance with Laws:** In performance of the Services, Contractor will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, and shall obtain all permits and licenses necessary to perform the Services under this Agreement at Contractor's own expense.
24. **Non-Discrimination:** The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.
25. **Waiver:** A waiver by either Client or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
26. **Entirety of Agreement:** Client and the Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between Client and Contractor pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.
27. **Modification:** The Agreement may not be modified unless such modifications are evidenced in writing and signed by both Client and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.
28. **Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

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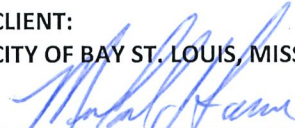
29. **Truth-in-Negotiation Certificate:** Execution of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.
30. **Confidentiality:** No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of Client.
31. **Miscellaneous:** Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Contractor, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Contractor's compensation for services would otherwise be greater and/or Contractor would not have entered into the Agreement.
- In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.
32. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.
33. **Contract Addendum:** Contractor agrees to the provisions contained in the Addendum to City of Bay St. Louis Contracts 2024 Professional Services Agreement Federal Grant Administrative Services (Contract Addendum), attached hereto as **Exhibit D**, and fully incorporated herein.

IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed in its corporate name by its authorized representative, and Client has caused this Agreement to be signed in its legal corporate name by persons authorized to execute this Agreement as of the day and year first written above.

CONTRACTOR:
TETRA TECH, INC.


By: Jonathan Burgiel
Title: Business Unit President

CLIENT:
CITY OF BAY ST. LOUIS, MISSISSIPPI


By: Mike Favre
Title: Mayor

ATTEST:


Kayla Lemaire, Contract Administrator II

ATTEST:


Michael Reso

ATTACHMENTS:

- Exhibit A: Bay St. Louis, MS RFP for Professional Federal Grant Administrative Services
- Exhibit B: Tetra Tech Response to Client RFP
- Exhibit C: Federal Provisions (2CFR200)
- Exhibit D: Addendum to City of Bay St. Louis Contracts 2024 Professional Services Agreement Federal Grant Administrative Service

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EXHIBIT A

Bay St. Louis, MS RFP for Professional Federal Grant Administrative Services attached

REQUEST FOR PROPOSALS
PROFESSIONAL FEDERAL GRANT ADMINISTRATIVE SERVICES

The City of Bay St. Louis, Mississippi is requesting proposals for Grant Administrative services to assist in a proposed project to be financed in whole through the Flood Mitigation Assistance Swift Current (“Swift Current”), which provides funding to mitigate buildings insured through the National Flood Insurance Program (“NFIP”) after a major disaster declaration following a flood-related disaster event to reduce risk against future flood damage. This project may include property acquisition and structure demolition/relocation; structure elevations; dry flood proofing of historic residential structures or non-residential structures; non-structural retrofitting of existing structures and facilities; mitigation reconstruction; and structure retrofitting of existing structures. Administrative services shall include, but are not limited to, the implementation of the project in conformance with Federal compliance areas, including, but not limited to: environmental review (if applicable), financial management, procurement, contract management, labor standards, equal opportunity/civil rights, citizen participation, acquisition/relocation, and close-out.

Information provided to the City of Bay St. Louis shall include:

- 1) The specialized experience and technical competence of the firm with respect to administration and related work on projects funded with Flood Mitigation Assistance Swift Current and other federally funded projects (0-50 points);
- 2) The past record of performance of the firm with respect to such factors as accessibility to clients, quality of work, and ability to meet schedules (0-20 points);
- 3) Capability of carrying out all aspects of grant related activities (0-20 points);
- 4) Cost of services (0-5 points);
- 5) References from previous clients of related work with the firm within the past five years (0-5 points); and,

Documentation of compliance with E-Verify requirements must be submitted with proposal. Minority and women business enterprises are solicited to submit a bid on this contract.

Submittals sent through the U.S. Mail are done so at the risk of the prospective vendor and should be addressed to the City of Bay St. Louis, in care of the City Clerk’s Office, 688 Highway 90, Bay St. Louis, Mississippi, 39520. The city is NOT responsible for submittals that arrive in the mail after the designated opening time. Submittals may also be delivered in-person to the City Clerk’s Office.

All submittals must be on file with the City Clerk no later than 10:00am on July 12, 2024. All submittals must be sealed and clearly marked on the outside of the envelope as “RFP FOR GRANT ADMINISTRATOR”.

Responses submitted by “Express/Overnight” services must be in a separate inner envelope/package sealed and identified as stated in the previous sentence. Envelopes not so marked are submitted at the risk of the prospective submitter, and the city assumes no responsibility for the premature opening of same by any city employee.

The City Clerk or Authorized Representative will meet at the City Hall Conference Room at 10:00am on July 12, 2024 and will then and there open, read aloud the proposals. The administration will then take the proposals for review and consideration to make a final recommendation to the city council at the meeting on July 16, 2024. The governing body reserves the right to reject any and all proposals and to waive informalities.

For more information, please contact Mike Reso, City Clerk for the City of Bay St. Louis, MS at 228-466-5457 or mreso@baystlouis-ms.gov.

Publish Dates: Thursday, June 13, 2024 and Thursday, June 20, 2024.

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EXHIBIT B

Tetra Tech Response to Client RFP for Professional Federal Grant Administrative Services attached



The City of Bay St. Louis Professional Federal Grant Administrative Services

Original

Leading with Science®

Mike Reso
City Clerk for the City of Bay St. Louis
688 Highway 90
Bay St. Louis, MS 39520

July 12, 2024

Subject: Request for Proposal Professional Federal Grant Administrative Services

Dear Mr. Reso,

Tetra Tech, Inc. (Tetra Tech) is honored to submit the enclosed proposal to provide Professional Federal Grant Administrative Services for the City of Bay St. Louis (the City). Our team of mitigation and resilience, emergency management, disaster recovery, and engineering experts offers a unique integration of emergency preparedness, response, recovery, and mitigation services, providing end-to-end solutions for the City. We will leverage our national expertise in disaster relief programs administered by the Federal Emergency Management Agency (FEMA), U.S. Army Corps of Engineers, Natural Resources Conservation Service (NRCS), the United States Department of Agriculture (USDA), and other disaster recovery programs garnered from **more than 1,000 engagements with state and local jurisdictions over the last 25 years**. The Tetra Tech team has the staffing and financial resources as well as the direct programmatic experience needed to successfully complete the services requested. **Tetra Tech offers the City the following:**

Proven History of Successful Grant Management

Tetra Tech has extensive experience in assisting clients in post-disaster grant administration, program management, and project delivery, including direct experience with Hazard Mitigation Assistance (HMA) programs and the projects they fund, including the Hazard Mitigation Grant Program (HMGP), Flood Mitigation Assistance (FMA) program, and Building Resilient Infrastructure and Communities (BRIC) program. Our team holds comprehensive qualifications in working both for and with FEMA as well as state and local partners. In addition to having worked across all 10 FEMA Regions, Tetra Tech maintains **six current contracts directly supporting FEMA**, in addition to our routine work with FEMA as part of state and local projects seeking FEMA reimbursement. **In total, our team has managed nearly \$2 billion in post-disaster grants**. Tetra Tech has also overseen the development and award of disaster recovery programs, including over \$2 billion in grants from the FEMA HMGP 404 and 406 Grant Programs, IA grants and Community Disaster Loan Program, NRCS Emergency Watershed Protection Program, and USDA disaster-related grants. **Tetra Tech's pricing structure allows the City to receive the combination of subject matter expertise it deserves within expected budgets while its projects are completed on time and within their specified periods of performance.**

Mr. Gary O'Neal will serve as Principal for the City of Bay St. Louis's Professional Federal Grant Administrative Services. Mr. O'Neal has more than 16 years of experience in grant writing. These years have provided Mr. O'Neal with a nuanced understanding of the City's operations and intricacies, making him an ideal leader for this endeavor.



Tetra Tech would be honored to serve as the City's Federal Grant Administrator Services provider. We are fully prepared to provide the high-quality service that the City expects. For questions regarding this response, please contact the representatives listed below.

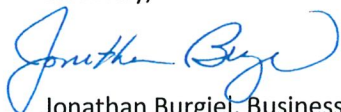
Technical Representative:

Mr. Gary O'Neal, Director, Mitigation Grant Services
(412) 921-8879 | Gary.ONeal@tetratech.com

Contractual Representative:

Ms. Betty Kamara, Contracts Administrator
(407) 803-2551 | EMRR.Contracts@tetratech.com

Sincerely,



Jonathan Burgiel, Business Unit President | Tetra Tech, Inc.

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Specialized Experience and Technical Competence

Tetra Tech has been providing a range of technical support—from identifying eligible highly-prioritized projects, documenting technical feasibility, and providing direct technical assistance to completing grant applications and fully documented benefit-cost analyses (BCAs) from start to finish. Our exceptional project-award success rate stems from our **in-depth knowledge of the FEMA HMA grant programs and FEMA BCA modules**, leveraging pre-calculated environmental and social benefits as well as incorporating state-of-the-art strategies to monetize benefits.

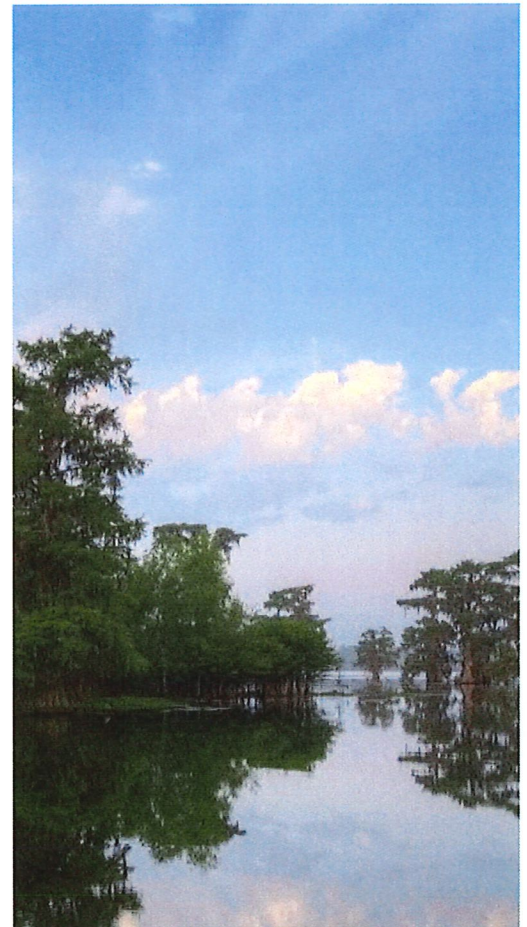
End-to-End Capabilities

Tetra Tech offers unmatched end-to-end broad capabilities across the full spectrum of emergency management, disaster response, and recovery services. We are the only firm to have the full complement of subject matter experts, support staff, and logistical resources to meet the needs of any disaster response and recovery effort.

We have more than experience —we have subject matter expertise and successful results with FEMA's most cutting-edge programs, policies, and procedures. From developing FMA Swift Current Projects in New Jersey or CDRZ grant subapplications in Iowa to state set-aside applications for Building Code Plus Ups, to first-of-their-kind FMA applications that blend traditional mitigation with green infrastructure and nature-based solutions, our team has more than experience with the latest policies, programs, and procedures that FEMA has to offer. We have been on the forefront of groundbreaking mitigation grant efforts on behalf of our clients.

Tetra Tech's HMA team is comprised of dozens of professional project managers, grant specialists, and subject matter experts. If staff revisions occur during the life of the contract, our firm is poised to provide the City with their choice of staffing to continue uninterrupted and seamlessly to provide services associated with HMA grant support.

Our robust team consists of case managers, grant analysts, reporting staff, environmental/engineering professionals, and cost-estimating staff who can assist the City with HMA funding programs like FMA Swift Current, and coordination with federal agencies.



We are the end-to-end, one-stop solution for all the City's needs—both now and moving into the future.

Since 2003, Tetra Tech has been working with subapplicants on FEMA HMA grant applications, and since 2004, Tetra Tech has been working on FEMA HMPs. During these past 20 years as state, local, and tribal contractors, we have been working with FEMA as the regulatory reviewer of our work (i.e., HMA grant applications, BCAs, DMA 2000 HMPs).

Our team has worked with individual municipalities, counties, states, tribal nations, special purpose districts, and private entities to prepare competitive and complete grant application packages, inclusive of the complex BCA. We work closely with our clients and guide them through the process. Preparing an HMA grant application package, including a BCA, requires knowledge not only of the FEMA grant program and BCA methodology but of all aspects of the application and the review process. Our experience working directly with FEMA at a programmatic level means that we have familiarity with the technical and regulatory requirements to shepherd a grant through the selection process.

Our leading technical experts leverage their deep knowledge of the FEMA funding programs to develop competitive and successful FEMA grant applications. Our team has assisted with the development of over **250 FEMA grant applications/BCAs with grants totaling nearly \$2 billion.**

20

Years of HMA
Experience

250⁺

FEMA Grant
Applications/BCAs

\$2 billion

in Grant Funding

Key Experience

Tetra Tech has an extensive portfolio of grant application and BCA development experience and experience conducting technical reviews on behalf of states and FEMA. Our proposed team has written grant applications and performed thousands of BCAs to implement projects within the following categories:

- Structural Elevation and Retrofit
- Stormwater Drainage Improvements
- Outfall Improvements
- Collection Systems/Pumping Stations
- Bulkheading and Tide-Check Valves
- Coastal Revetment
- Bank and Soil Stabilization
- Roadway Elevations
- Bridge Replacement
- Dam Spillway Improvement
- Bridge Hardening
- Levees and Floodwalls
- Living Shoreline
- “Phased” Projects
- Large-Scale, Reach-Based Projects
- Post-Disaster Code Enforcement
- Safe Room Construction
- Green Infrastructure
- Co-Generation Facilities
- Landslide Mitigation
- Wet and Dry Floodproofing
- Backup Power (generators)
- Wildfire Mitigation
- Harden Communication Systems
- Environmental Remediation
- Climate Resilience and Sustainability
- Equitable Community Revitalization
- Tsunami Mitigation Projects

Understanding Hazard Mitigation Grant Management

Our team provides a balance of financial, technical, and management services. Our staff offers expertise in fiscal recovery and eligibility criteria required for HMA programs along with many other complementary funding sources including Small Business Administration (SBA); Department of Economic Development (USED); Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) and Mitigation (CDBG-MIT) programs. As part of our FEMA grant management services, we educate and train our clients, inclusive of homeowners, regarding the proper forms of documentation and itemization to support reimbursement.

Understanding FMA Swift Current

FEMA's Swift Current program is based on the FMA program under Section 404 of the Stafford Act. As a part of the HMA Portfolio of Programs, it was designed in part to reduce the impacts of chronic flooding in areas that have recently experienced a disaster but also to help dispense record amounts of funding via recent Congressional spending bills (such as IIJA, etc.).

With Mississippi being one of the original four pilot project states for Swift Current, the Tetra Tech team recognizes the historic opportunity afforded to Bay St. Louis in applying for this funding, and with our team having the experience of developing FMA Swift Current applications in several other FEMA Regions, we bring this national experience to the local level for Bay St. Louis.

With respect to the FMA program, our team has worked out millions of funded and approved subapplications. These projects focused on everything from flood risk reduction projects to non-structural flood risk reduction, which include structural home elevations, voluntary buyouts, and reconstructions. This long-term experience—which stretches across all FEMA Regions nationally—brings a broad-based understanding of both HMA as a whole and Swift Current specifically to Bay St. Louis to ensure highly competitive, easily approvable subapplications through the program.

Building Capacity and Capability

It is our job to transfer knowledge to the City's team and program stakeholders so that knowledge stays with the City long after this chapter ends. Our training team provides the necessary education and training to less experienced and/or local staff to support their growth and understanding of the City's mitigation programs.

There are two ways Tetra Tech helps build capability and capacity at the local level: (1) providing support and mentorship during grant application development; (2) assisting with the development of scopes of work for CC&B HMA applications. As we develop our grant applications and BCAs for our clients, we view it as a partnership to build capacity and capability with each applicant/subapplicant. We leverage our tools, training, and checklists to support the collection of information. Our team shares the “why” and “how” regarding the development of these complex packages to build capability at the community level. Further, as part of our FEMA grant management services, we educate and train our clients regarding the proper forms of documentation and itemization to support reimbursement. This direct assistance will be available to the City to develop competitive grant and BCA submittals.

Did You Know?

Our team has successfully worked with the City of Houston on the Flood Mitigation Assistance (FMA) grant over the last two years alone to obtain \$38.9M in federal funding for Home Elevation grants. This unprecedented commitment by the City and the Tetra Tech team contributed to over 100 homeowners in the floodplain to elevate their homes out of harm's way.

How Tetra Tech Can Help

Our strategy revolves around a comprehensive understanding of the grant application process for FEMA HMA, including FEMA Swift Current, coupled with a hands-on approach to collaboration and project management. We prioritize working closely with both homeowners and local government staff, ensuring that every grant application for the HMA program is thorough, compliant, and submitted on time. Our team has facilitated discussions across the nation when it comes to mitigation funding through FEMA, providing crystal-clear explanations of program requirements through public and individual meetings and ensuring that all project inquiries with state and federal agencies are addressed promptly and effectively.

Our team has performed these services across the country. We emphasize meticulous compliance with grant program requirements, leveraging our deep expertise to review and verify every detail—from architectural plans to construction specifics—confirming that projects meet or exceed regulatory standards. Our process involves careful evaluation of project eligibility, rigorous vetting of contractors, and the development of comprehensive construction packages designed to secure competitive bids. In assisting Bay St. Louis, our key areas of focus include:

Tetra Tech's commitment to the City of Bay St. Louis extends beyond mere consultancy. We are dedicated to empowering the City in its pursuit of mitigation funding, including FMA Swift Current, applying our proven expertise to successfully navigate the grant application process. By choosing Tetra Tech, the City gains a partner renowned for securing and managing funding effectively, driving forward risk reduction projects that enhance community resilience and safety.

Streamlining the grant application process for homeowners and government staff, aiming for maximum clarity and efficiency.

Engaging in proactive communication with MEMA and FEMA, along with City government, residents, and other stakeholders, to manage project-related inquiries seamlessly.

Adhering to stringent grant program guidelines and conducting detailed reviews to ensure project compliance and eligibility.

Managing the entire project lifecycle with an **eye on quality**, from pre-construction planning to the final inspection, to align every step with program requirements and City goals.

Maximizing Federal Funding

We understand how federal funding sources can work “in concert” to reduce local financial impacts to the City. Proper layering and sequencing of funding such as FEMA's Safeguard Tomorrow Revolving Loan Fund (STORM Act RLF), HUD's Community Development Block Grant (CDBG) Disaster Recovery (CDBG-DR), CDBG Mitigation (CDBG-MIT), along with that of FEMA FMA Swift Current can help leverage financial resources available to the City to their maximum extent. For those projects that may require a local funding component, we will work with the City and its representatives to identify and apply for innovative sources of assistance, working this into cash flow projections and final cost calculations.

Tetra Tech has supported communities in both blue-sky and post-disaster scenarios to identify projects and align the best funding sources (federal, state, regional, local, and private) for implementation so our clients achieve their resilience goals. This involves not only identifying funding sources at the planning stage but further evaluating the project scope against each grant's technical and qualitative criteria.

Tetra Tech has assisted clients throughout the country in managing mitigation and resilience program operations from end to end and working toward identifying and implementing measures to make their infrastructure and communities more resilient. The Tetra Tech team's primary mission is to aid the City with eligibility, administration, and compliance issues surrounding federal funding allocations. As grant programs and City needs evolve and new program requirements and guidance are released, we serve as a trusted advisor to modify programmatic SOPs and other procedures to mitigate risk of noncompliance.

Exhibit 1. Tetra Tech's Approach: Maximizing Federal Grant Funding

| | | |
|----------|--|---|
| 1 | Prepare a comprehensive plan. | Maintain a comprehensive mitigation program plan that outlines the process for applying for federal funding as well as the roles and responsibilities of state and local agencies and other stakeholders along with that of the City of Bay St. Louis. |
| 2 | Coordinate effectively with state and federal agencies. | Establish a strong working relationship with FEMA to confirm that they are aware of the City's needs and are familiar with the City's mitigation strategy. |
| 3 | Use all available resources. | Make use of all available resources, including federal grants and low-interest loans such as the Storm Revolving Loan Fund, emphasizing CDRZ-enhanced cost-shares and other forms of assistance. |
| 4 | Be ready to provide documentation. | Be prepared to provide the necessary documentation, such as BCA and cost estimates (using resources like RS Means, FP&C, or FEMA cost curves), to support funding requests through federal grant programs. |
| 5 | Be transparent and accountable. | Be transparent and accountable on behalf of the City of Bay St. Louis in the use of federal funds and provide regular updates on the use of funds and the progress of recovery efforts to the general public. |
| 6 | Maintain a focus on timelines. | Timeline and deadline management are critical in ensuring that the City of Bay St. Louis needs are met and that the City maintains continuous compliance with federal regulations. |
| 7 | Leverage in-state and local expertise. | Leverage in-state and local expertise to identify and prioritize the most critical mitigation needs and to develop and implement plans that will help minimize the impact of future disasters and promote long-term recovery and resilience throughout the City of Bay St. Louis. |
| 8 | Engage the affected communities. | Involve the affected communities in the recovery process by keeping them informed and engaged throughout the process. |
| 9 | Partner with experts. | Partner with a consultant like Tetra Tech to have expert guidance in maximizing the federal funding available and prioritizing recovery projects across all grant programs. |

The City needs a trusted advisor to help them successfully implement the programs, projects, and initiatives that FEMA funding can power. This need is where the Tetra Tech team provides the answers. Our deep pool of policy and regulatory experts can provide answers to the most complex regulatory questions. Tetra Tech provides valuable insights for our clients as they navigate Federal program implementation. As indicated by our qualifications, Tetra Tech provides consulting services for government programs across the United States mainland, Puerto Rico, and the Virgin Islands, including FEMA PA, FEMA IA, FEMA HMGP, CDBG-CV, CDBG-DR, CDBG-MIT, HOME, FEMA, Treasury programs, and many others. Our team approaches policy and regulatory questions with a thoughtful, collaborative process that produces sound results that the City can use to navigate the regulations and policies for tracking costs for programs pursued through this contract.

Tetra Tech is a turnkey provider that can perform an all-inclusive approach and with a national reputation for quality, reliability, and capacity to handle a variety of services. We have decades of experience in upholding regulatory compliance, which is imperative for large, complex programs that implement innovative concepts for whole community recovery.

As a full-service engineering firm with expertise in federal grant compliance, Tetra Tech can support the development, design, prioritization, delivery, and closeout of a wide range of projects, from infrastructure engineering to coastal protection and restoration.

Tetra Tech's Federal Policy Groups are composed of SMEs focused on reviewing and analyzing federal funding passed to state, tribal, and local governments through new and existing programs for economic, whole community recovery. New information is frequently being released by the federal government in the way of additional funding, guidance documents, and Frequently Asked Questions (FAQ), and our team is immediately primed to analyze and report on impacts on our clients' programs.

Tetra Tech develops mitigation project spending projections and maintains an overarching expenditure dashboard to establish a basis to monitor expenditures and establish cost controls. These actions work toward mitigating the risk of unanticipated shortfalls in cash flow, provide a method for allocating grant expenditures, monitor and track to reduce duplication of benefits, and have the potential to forecast potential grant award amounts. In addition, we have assisted our clients with financial controls for requests for reimbursement and state audits as well as Office of Inspector General (OIG) capacity audits.

Our proposed project team includes seasoned hazard mitigation planners, many of whom are Certified Floodplain Managers (CFM). **This team was selected not only based on their subject matter expertise in hazard mitigation grant planning and administration but also on their availability to support the City's needs.** This core team is supported by technical advisors, GIS experts, and a wide range of professionals throughout Tetra Tech. The project team will also be fully supported by Tetra Tech's corporate financial management professionals, procurement specialists, and a QA/QC team while maintaining the capability and authority to engage additional company resources.



Program Leadership Team

Gary O'Neal, CFM, Principal

Mr. Gary O'Neal brings over a decade of practical knowledge in the disaster response and emergency management field and leads Tetra Tech's Mitigation Grant Services subpractice. His subject matter expertise in hazard mitigation spans the local, state, and federal levels. He has extensive experience in the implementation of HMA programs and is a subject matter expert for Section 404 of the Robert T. Stafford Act. These skills have enabled Mr. O'Neal to build a vast network of trusted colleagues and clients supporting municipalities, which have allowed him to successfully leverage hundreds of millions of dollars in resilience funding across multiple state and federal funding sources while managing the projects these funds enabled from concept to closeout. He has successfully collaborated with federal, state, and local agencies along with both non-governmental organizations and private corporations and the general public to implement HMA programs at the state and local levels.

Carrie Robinette, Project Manager

Ms. Carrie Robinette brings over 16 years of comprehensive experience in hazard mitigation, grant management, and emergency planning to Tetra Tech. With a strong background working for both FEMA and state-level agencies, she has honed her expertise through roles in which she progressively took on more responsibility. Carrie has managed multi-million-dollar grants under various federal programs, supervised teams through multiple disaster events, and provided technical assistance and training. Her extensive knowledge of federal regulations, strategic planning, and program implementation makes her a valuable asset to Tetra Tech, poised to enhance their disaster resilience and mitigation efforts.

Kimberly Ryals-Brooks, CFM, Senior Hazard Mitigation Specialist

Ms. Kimberly Ryals Brooks has over 18 years of HMA program experience. She has successfully supervised the development of more than 350 project applications over \$800 million in submitted project applications and awarded grant applications for more than 40 parishes across Louisiana. She has also provided technical assistance and oversight for the BRIC program and the FMA program. Ms. Ryals has also worked on FMA Swift Current subapplications during her Mitigation career.

Reuben Meador, CPM, CSND, HM Specialist

Mr. Reuben Meador is a seasoned emergency management executive with nearly two decades of diverse experience across the private nonprofit sector and federal, state, and local governments. As a former Deputy HMGP Planning and Program Manager at FEMA, he possesses a deep understanding of regulatory frameworks such as the Stafford Act, 44 CFR/2 CFR, and HMA grant programs. He has supported the development and approval of HMA program applications to fund large-scale drainage, retrofit, Safe-Rooms, acquisitions, elevations, and other construction projects eligible under the HMGP, PDM, FMA, BRIC, RFC, and SRL grant programs. Mr. Meador's expertise includes technical and administrative supervision, budget planning, and stakeholder engagement. His strategic leadership has been instrumental in ensuring the successful implementation of hazard mitigation initiatives for clients across the country, fostering resilience and preparedness in the face of disasters.

Albert Cayabyab, Grants Specialist

Mr. Albert Cayabyab is a hazard mitigation specialist with five years of experience managing FEMA grants, providing technical assistance, and collaborating with various stakeholders. Mr. Cayabyab has expertise in hazard mitigation, organizational management, completing FEMA RFIs, and collaborating with federal, state, and local government representatives. He has a degree in human resources management from California State University Sacramento and is currently enrolled in a grant management certificate program. He also has a FEMA Tier 4 clearance and has completed 20+ training courses at the Emergency Management Institute.

Aaron Sines, Senior BCA Specialist

Mr. Aaron Sines is a seasoned hazard mitigation specialist with over 17 years of experience in the emergency management field. As part of Tetra Tech's Disaster Recovery Team, he specializes in the development of BCAs incorporating state-of-the-art strategies to include quantifiable benefits to demonstrate economic feasibility of federally and locally funded projects. He also specializes in data management and web-based application development projects that help simplify and streamline the collection and analysis of information required for grant application development.

Katie Taylor, Mitigation Subject Matter Expert

Ms. Katie Taylor has over 20 years of experience in various sectors of the mitigation and disaster/construction industry. Her expertise includes federal/military construction, state governments such as Florida Department of Transportation (FDOT) and the Florida Department of Environmental Protection (FDEP), and emergency management and response. Katie has completed millions of dollars of federal projects, from building construction, remodeling, painting, and demolition and mitigation of infrastructure, including roadway projects, as well as large-scale asbestos abatement projects. Katie has served as a part of the Project Management team with Tetra Tech for Hurricanes Irma, Michael, Florence, Laura, Delta, Zeta, and most recently, Hurricane Ida in Louisiana. She has also managed the cleanup efforts following severe flooding in Louisiana as well as tornadoes that impacted Alabama.

Matt Mooneyham, Mitigation Subject Matter Expert

Mr. Matt Mooneyham has been a capital projects manager in various sectors for more than 12 years. He has experience in a variety of disciplines, including commercial construction, residential construction, local government infrastructure, federal government construction, and emergency management and disaster response. He has completed millions of dollars of infrastructure projects, including housing, road and bridge, storm water, and other large-scale capital projects. He has an in-depth understanding of FEMA guidelines and compliance, having served as project manager following several disasters, including Hurricanes Zeta, Sally, Michael, and Irma, as well as flooding events. Matt was selected for this project because of his in-depth experience responding to large-scale disasters around the nation. He is equipped to lead teams across large areas in a way that is efficient and compliant with all regulations.

Past Record of Performance

Our team supports clients nationwide with hazard mitigation planning, FEMA HMA grant applications, BCA, grant management (HMGP, BRIC, FMA, PA), and Building Code Effectiveness Grading Schedule (BCEGS). Tetra Tech has worked with Whatcom County, WA to support non-structural flood risk reduction via elevation and buyouts.

Since 2013, Tetra Tech has supported FEMA's Hazard Mitigation Technical Assistance Program (HMTAP) with the development and technical review of HMA grant applications and BCAs. Our team provides technical subject matter expertise; application development and review, including environmental and historic assessments; and BCAs to support funding of mitigation projects.

Accessibility to Clients

Tetra Tech has selected a team of **experienced planners and practitioners** to complete this project. Each staff member presented will be available to support this project, as scoped.

Quality of Work

Over the last two decades, Tetra Tech has provided technical assistance on FEMA HMA grant application/BCA development and has **helped subapplicants secure over \$2 billion in mitigation funding.**

Ability to Meet Schedules

Tetra Tech prioritizes access and transparency in monitoring and controlling the project work, including **constant validation of the scope, adherence to the schedule** and associated costs, progress and effectiveness of quality control measures, and overall project team performance and activities.

Exhibit 2. Overview of FEMA Grant Funding Experience (2017 – Present)

| CLIENT | GRANT PROGRAM | FUNDING AMOUNT | PROJECT START | GRANT/PROGRAM MANAGEMENT | DATA MANAGEMENT & RECONCILIATION | QUALITY CONTROL & MONITORING | SUBRECIPIENT SUPPORT & MONITORING | OPERATIONAL PLANNING AND SUPPORT | PROJECT FORMULATION | ALTERNATE/IMPROVED/PILOT PROGRAM PROJECTS | INSURANCE SUBROGATION | CLOSEOUT/AUDIT SUPPORT |
|---|---------------|----------------|---------------|--------------------------|----------------------------------|------------------------------|-----------------------------------|----------------------------------|---------------------|---|-----------------------|------------------------|
| PENSACOLA, FL | PA | \$1,993,188 | 2023 | ■ | | | ■ | | | | ■ | ■ |
| VOLUSIA COUNTY SCHOOLS, FL | PA | \$1,800,000 | 2022 | ■ | ■ | ■ | ■ | ■ | ■ | | | |
| HOLLY HILL, FL | PA | \$2,500,000 | 2022 | ■ | ■ | ■ | ■ | ■ | ■ | | | ■ |
| ORANGE CITY, FL | PA | \$747,000 | 2022 | ■ | ■ | ■ | ■ | ■ | ■ | | | |
| SOUTH DAYTONA, FL | PA | \$2,770,000 | 2022 | ■ | ■ | ■ | ■ | ■ | ■ | | | ■ |
| FORT MYERS, FL | PA | \$60,000,000 | 2022 | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| EVERGLADES, FL | PA | \$12,000,000 | 2022 | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| SARASOTA COUNTY, FL | PA, HMGP | \$162,000,000 | 2023 | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| SARASOTA COUNTY SHERIFF'S OFFICE, FL | PA | \$950,000 | 2023 | ■ | ■ | ■ | ■ | ■ | ■ | | | ■ |
| AUSTIN, TX – OFFICE OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT | PA | \$5,500,000 | 2023 | ■ | ■ | ■ | ■ | | ■ | | | ■ |
| AUSTIN, TX – AUSTIN RESOURCE RECOVERY | PA | \$19,000,000 | 2023 | ■ | ■ | ■ | ■ | | ■ | | | ■ |
| AUSTIN, TX – AUSTIN ENERGY | PA | \$23,000,000 | 2023 | ■ | ■ | ■ | ■ | | ■ | | | ■ |
| TARPON SPRINGS, FL | PA | \$200,000 | 2023 | ■ | ■ | ■ | ■ | | ■ | | | ■ |
| BUTTE COUNTY, CA | PA | \$7,100,000 | 2023 | | | | | | | | ■ | |
| COLLIER COUNTY, FL | PA | \$250,000,000 | 2023 | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| COLLIER COUNTY, FL | PA | \$250,000,000 | 2023 | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| LEXINGTON COUNTY, SC | ARPA | Pending | 2022 | ■ | | ■ | | | | | | |
| IOWA, STATE OF | ARPA | \$30,000,000 | 2022 | ■ | ■ | ■ | | ■ | ■ | | | ■ |
| IOWA, STATE OF | ARPA | \$227,500,000 | 2021 | ■ | ■ | ■ | | ■ | ■ | | | ■ |
| WALTON COUNTY, FL | COVID PA | \$131,470 | 2021 | ■ | ■ | ■ | | ■ | ■ | ■ | | ■ |
| FRISCO, TX | PA | \$700,000 | 2021 | ■ | ■ | ■ | | ■ | | ■ | | ■ |
| FRISCO, TX | PA | \$500,000 | 2021 | ■ | ■ | ■ | | ■ | | ■ | | ■ |
| FRISCO, TX | CRF | \$3,700,000 | 2021 | ■ | ■ | ■ | | ■ | | ■ | | ■ |
| HARRIS COUNTY, TX | PA | \$12,300,000 | 2021 | ■ | ■ | ■ | | ■ | | | | ■ |
| PHILADELPHIA, PA | PA | \$30,000,000 | 2021 | ■ | ■ | ■ | | ■ | ■ | | | ■ |
| FORT MYERS, FL | PA, CRF | \$2,748,000 | 2021 | ■ | ■ | ■ | | ■ | | | | |
| HAMILTON COUNTY, TN | PA | \$1,000,000 | 2020 | ■ | ■ | ■ | | ■ | ■ | ■ | | ■ |
| MASSACHUSETTS, COMMONWEALTH OF | PA | \$200,000,000 | 2020 | ■ | ■ | ■ | | ■ | ■ | ■ | | ■ |

| CLIENT | GRANT PROGRAM | FUNDING AMOUNT | PROJECT START | GRANT/PROGRAM MANAGEMENT | DATA MANAGEMENT & RECONCILIATION | QUALITY CONTROL & MONITORING | SUBRECIPIENT SUPPORT & MONITORING | OPERATIONAL PLANNING AND SUPPORT | PROJECT FORMULATION | ALTERNATE/IMPROVED/PILOT PROGRAM PROJECTS | INSURANCE SUBROGATION | CLOSEOUT/AUDIT SUPPORT |
|-----------------------------------|---------------|------------------|---------------|--------------------------|----------------------------------|------------------------------|-----------------------------------|----------------------------------|---------------------|---|-----------------------|------------------------|
| HARRIS COUNTY, TX | PA | \$200,000,000 | 2020 | ■ | ■ | ■ | | ■ | ■ | ■ | | ■ |
| HOUSTON, TX | PA | \$10,000,000 | 2020 | ■ | ■ | ■ | | ■ | ■ | ■ | | ■ |
| MIAMI, FL | Appeals | \$17,000,000 | 2020 | ■ | ■ | ■ | | | | | | ■ |
| HOUSTON, TX | CRF | \$404,000,000 | 2020 | ■ | ■ | ■ | | ■ | | | | |
| PHILADELPHIA, PA | CRF | \$276,400,000 | 2020 | ■ | ■ | ■ | | ■ | | | | |
| PALM BEACH COUNTY, FL | CRF | \$261,000,000 | 2020 | ■ | ■ | ■ | | ■ | | | | |
| BREVARD COUNTY, FL | CRF | \$105,000,000 | 2020 | ■ | ■ | ■ | | ■ | | | | |
| LA GOHSEP VERNON-CITY | PA | \$13,000,000 | 2020 | ■ | ■ | ■ | | ■ | | | | |
| LA GOHSEP LAFAYETTE DELTA | PA | \$14,488,000 | 2020 | ■ | | ■ | | | | | | |
| LA GOHSEP ABBEVILLE LAURA | PA | \$376,000 | 2020 | ■ | ■ | ■ | | ■ | | | | |
| LA GOHSEP LAFAYETTE LAURA | PA | \$3,757,000 | 2020 | ■ | | ■ | | | | | | |
| LA GOHSEP ABBEVILLE DELTA | PA | \$222,000 | 2020 | ■ | ■ | ■ | | ■ | | | | |
| HOUSTON, TX | PA | \$10,000,000 | 2020 | ■ | ■ | ■ | | ■ | ■ | ■ | | ■ |
| LONG BEACH, CA | PA, CRF | \$150,753,000 | 2020 | ■ | ■ | ■ | | ■ | | | | ■ |
| IOWA DEPARTMENT OF HUMAN SERVICES | CRF | \$7,800,000 | 2020 | ■ | ■ | ■ | | ■ | | | | |
| LA GOHSEP | PA | \$312,600,000 | 2020 | ■ | | ■ | | | ■ | | | |
| LA GOHSEP COVID19 | PA | \$87,048,000 | 2020 | ■ | ■ | ■ | | ■ | | | | |
| CR-MASS COVID-19 | PA | \$75,000,000 | 2020 | ■ | ■ | ■ | | ■ | | | | |
| CONNECTICUT, STATE OF | PA | \$450,000,000 | 2020 | ■ | ■ | ■ | | ■ | | | | ■ |
| PHILADELPHIA, PA | PA, HMGP, CRF | \$375,000,000 | 2020 | ■ | ■ | ■ | | ■ | | | | ■ |
| HARRIS COUNTY, TX | PA | \$200,000,000 | 2020 | ■ | ■ | ■ | | ■ | ■ | | | |
| HARRIS COUNTY, TX | CRF | \$426,000,000 | 2020 | ■ | ■ | ■ | | ■ | | | | |
| HOUSTON, TX | CRF | \$404,000,000 | 2020 | ■ | ■ | ■ | | | | | | ■ |
| HOUSTON, TX | PA | \$575,000,000 | 2020 | ■ | ■ | ■ | | ■ | ■ | ■ | | ■ |
| MISSOURI, STATE OF | PA | \$2,947,200 | 2019 | ■ | ■ | ■ | | ■ | | | | ■ |
| MISSOURI, STATE OF | PA | \$5,664,229 | 2019 | ■ | ■ | ■ | | ■ | | | | ■ |
| PUERTO RICO, COMMONWEALTH OF | PA, HMGP | \$60,000,000,000 | 2019 | ■ | ■ | ■ | | ■ | ■ | ■ | | |
| BARNWELL COUNTY, SC | HMGP | \$4,800,000 | 2019 | ■ | | ■ | | | | | | |
| CALLAWAY, FL | PA | \$50,000,000 | 2018 | ■ | ■ | ■ | | ■ | ■ | ■ | | |
| LYNN HAVEN, FL | PA | \$50,000,000 | 2018 | ■ | ■ | ■ | | ■ | ■ | ■ | | |
| DOUGHERTY COUNTY, GA | PA | \$10,000,000 | 2018 | ■ | | ■ | | | ■ | ■ | | |
| ALBANY, GA | PA | \$10,000,000 | 2018 | ■ | | ■ | | | ■ | | | |

| CLIENT | GRANT PROGRAM | FUNDING AMOUNT | PROJECT START | GRANT/PROGRAM MANAGEMENT | DATA MANAGEMENT & RECONCILIATION | QUALITY CONTROL & MONITORING | SUBRECIPIENT SUPPORT & MONITORING | OPERATIONAL PLANNING AND SUPPORT | PROJECT FORMULATION | ALTERNATE/IMPROVED/PILOT PROGRAM PROJECTS | INSURANCE SUBROGATION | CLOSEOUT/AUDIT SUPPORT |
|----------------------|---------------|-----------------|---------------|--------------------------|----------------------------------|------------------------------|-----------------------------------|----------------------------------|---------------------|---|-----------------------|------------------------|
| VENTURA COUNTY, CA | PA | \$100,000,000 | 2018 | ■ | ■ | ■ | | ■ | | | | |
| CALLAWAY, FL | PA | \$27,098,000 | 2018 | ■ | ■ | ■ | | ■ | ■ | ■ | | ■ |
| LYNN HAVEN, FL | PA | \$54,810,000 | 2018 | ■ | ■ | ■ | | ■ | ■ | ■ | | ■ |
| ALBANY, GA | PA | \$17,773,000 | 2018 | ■ | ■ | ■ | | ■ | ■ | | | ■ |
| ANCHORAGE, AK | PA | \$11,936,000 | 2018 | ■ | ■ | ■ | | ■ | | ■ | | ■ |
| LAKE COUNTY, CA | PA | \$21,531,000 | 2018 | ■ | ■ | ■ | | ■ | | | | |
| VENTURA COUNTY, CA | PA | \$76,755,681 | 2018 | ■ | ■ | ■ | | ■ | | | | |
| LAKE COUNTY, CA | PA | \$1,990,433,000 | 2018 | ■ | ■ | ■ | | ■ | | | | |
| WALTON COUNTY, TX | FMA | \$1,500,000 | 2018 | ■ | ■ | ■ | | ■ | | | | |
| HOUSTON, TX | PA | \$12,500,000 | 2018 | ■ | ■ | ■ | | ■ | ■ | | | ■ |
| HOUSTON, TX | PA | \$2,400,000,000 | 2017 | ■ | ■ | ■ | | ■ | ■ | ■ | | |
| SOUTH DAYTONA, FL | PA | \$6,000,000 | 2017 | ■ | ■ | ■ | | ■ | | ■ | | |
| FORT BEND COUNTY, TX | PA | \$50,000,000 | 2017 | ■ | ■ | ■ | | ■ | ■ | ■ | | |
| ALBANY, GA | PA | \$14,000,000 | 2017 | ■ | ■ | ■ | | ■ | ■ | ■ | | |
| DOUGHERTY COUNTY, GA | PA | \$12,500,000 | 2017 | ■ | ■ | ■ | | ■ | ■ | ■ | | |
| CORPUS CHRISTI, TX | PA | \$10,000,000 | 2017 | ■ | ■ | ■ | | ■ | | ■ | | ■ |
| BUTTE COUNTY, CA | PA | \$1,500,000,000 | 2017 | ■ | ■ | ■ | | ■ | | | | |
| VOLUSIA COUNTY, FL | PA | \$28,000,000 | 2016 | ■ | ■ | ■ | | ■ | ■ | | | |
| PORT ORANGE, FL | PA | \$16,000,000 | 2016 | ■ | ■ | ■ | | ■ | | ■ | | ■ |
| BEAUFORT COUNTY, SC | PA | \$56,000,000 | 2016 | ■ | ■ | ■ | | | | | | |
| LA GOHSEP | PA | \$5,885,000 | 2016 | ■ | ■ | ■ | | ■ | | | | |
| LAKE COUNTY, CA | PA | \$13,654,000 | 2016 | ■ | ■ | ■ | | ■ | | | | |

Capability of Carrying Out Grant-Related Activities

Tetra Tech's technical approach is meticulously crafted to ensure comprehensive and efficient service delivery, tailored to meet the requirements outlined in the RFP issued by the City of Bay St. Louis. Our approach is structured around delivering consistent, high-quality, compliant, and effective mitigation strategies that align with city, state, and federal guidelines. Our approach integrates best practices, innovative solutions, and a strong focus on collaboration and compliance, ensuring the delivery of exceptional service and support throughout the FMA Swift Current Grant subapplication process.

Comprehensive Approach

Tetra Tech proposes a comprehensive approach for managing acquisitions and elevations projects for Bay St. Louis, focusing on ensuring compliance and transparency balanced against timely, successful implementation of project outcomes.

Our process begins with establishing all necessary agreements, including Master Service Agreements and Task Orders, and ensuring all required documentation, such as deed restrictions and voluntary participation agreements are in place. We work directly with homeowners to provide support throughout the acquisition process, adhering to Standard Operating Procedures and customized checklists to ensure all reimbursement requests are processed promptly and in compliance with federal regulations.

When it comes to the acquisition process, we understand that different stakeholders view the process in different ways. For homeowners, it's a real-estate transaction. For municipalities, while title work and the closing table represent a significant aspect of the process of successfully executing these projects, the demolition along with the simultaneous grant management activities throughout the process represent potential challenges as well. Challenges that Tetra Tech's team of subject matter experts are well-versed in.

Our team has implemented hundreds of FMA Projects like the ones focused on by Swift Current. From application development to approval and implementation and closeout, our project managers, BCA analysts and Closeout Specialists have perspective not only from the consultant side but are also able to draw on their experience at the state and FEMA Regional and/or Federal Level. This comprehensive view of the process provides Bay St. Louis with unmatched resources to successfully implement FMA Swift Current Grant Subapplications.

For elevations, we will secure all required agreements and permits, again assisting homeowners directly in obtaining three comparable contractor quotes, ensuring the lowest bidder is selected unless otherwise justified. Each homeowner will receive an Elevation Certificate (EC) to ensure accurate, consistent bids. We will organize kick-off meetings with all stakeholders to discuss project regulations, timelines, and milestones.

Each individual property's project will be divided into four key milestones:

- Submission of A&E drawings, obtaining permits, and completing initial site work;
- Completion of tunneling, jacking, and cribbing
- Building piers or post columns and securing the structure at the new elevation
- Finalizing all work, connecting utilities, cleaning the site, and obtaining completion certificates

Cost assessments will be obtained with experienced professionals to ensure accuracy, transparency, and adherence to budgetary constraints. During application development, we will compile historical hazard data, develop detailed scopes of work, ensure cost effectiveness via the development of Benefit Cost Analyses (BCA's) and implement environmental reviews to ensure regulatory compliance. Community involvement will be prioritized throughout each step of the project implementation process outlined here, with thorough assessments of environmental and historic resource impacts.

Each milestone will involve a cross-stakeholder concurrence prior to moving forward through the process. We ensure all parties sign off before proceeding and collect and submit all necessary documentation for timely reimbursement. Finally, we will conduct a closeout process, including a final budget reconciliation and submission of all documents for project closeout.

Tetra Tech's structured, consistent approach guarantees efficient project management, timely reimbursements, and strict adherence to federal regulations.

Grant Administration Tasks

Written Policies and Procedures

The Tetra Tech team uses a highly efficient and effective approach to grant administration rooted in time-tested standard operating procedures (SOPs), which will be customized and tailored to Bay St. Louis. An initial step in this approach is an assessment and review of the City's own applicable SOPs and policy documents for programmatic compliance and sufficiency. We will compile a library of any and all applicable SOPs for further use in the administration of these programs.

2 CFR 200 Subpart E Cost Principles

One example from these SOPs is the procurement checklist used in the review process of disaster procurements and contracts. The checklists contain requirements from the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (44 CFR 13.36-FEMA's purchasing regulation) as well as requirements from OMB Super Circular 2 CFR 200.

Deliverables

- Provide SMEs in 2 CFR 200 procurement rules and verify compliance at all steps of the disaster recovery process for all federal grants.
- Provide procurement training modules and/or consulting to City staff on an as-needed basis, focusing on the most restrictive procurement policies between federal, state, and local guidance and ensuring the recommended processes and procedures are in line with City policies.
- Proactively assist City staff in capturing project documentation to confirm compliance with federal, state, and local guidelines for procurement actions, from initial bid offers to archiving of documents.

Our team has performed 100+ 2 CFR 200 contract eligibility reviews.

Our team knows the ins and outs of grant management, having worked for Grantees like Louisiana, Connecticut, Vermont, Puerto Rico, Massachusetts, Florida, and New York.

Exhibit 3. Phased Approach

| Phase | Objective | Detail |
|----------------------------|---|--|
| 1: Pre-Award Phase | Planning, Scoping, and Preliminary Costs | <ul style="list-style-type: none">• Acting as the Project and/or Grant Manager for the City across all HMA Projects, covering tasks from application to project closeout in accordance with grant guidelines.• Supporting local government staff through the HMA process, ensuring clarity and efficiency.• Determining project eligibility and working closely with homeowners and the City to prepare and submit grant applications promptly.• Facilitating both public and individual meetings to navigate programmatic requirements effectively.• Coordinating RFIs with FEMA. |
| 2: Award Phase | Notification, Agreement, and Funding Obligation | <ul style="list-style-type: none">• Assisting in the development of construction packages for competitive contractor bidding, ensuring transparency and compliance. |
| 3: Post-Award Phase | Payment Processing, Compliance, and Monitoring | <ul style="list-style-type: none">• Conducting thorough reviews of architectural plans, foundation designs, and construction details to ensure projects meet elevation standards. |

| Phase | Objective | Detail |
|-------|-----------|---|
| | | <ul style="list-style-type: none"> • Implementing pre-construction planning and coordination with local governments to ensure building code compliance. • Interviewing contractors and subcontractors to ascertain their qualifications, ensuring only the most capable teams are engaged. • Managing financial tracking of program funds to maintain accountability and transparency. • Inspecting construction projects for compliance with program requirements and approving contractor milestone payments. • Handling change orders efficiently to ensure projects remain on track and within budget. |

Support in Grant Development and Management

Tetra Tech commits to providing extensive support in the development, writing, application, and pre- and post-monitoring of HMA grants, including FMA Swift Current, as directed by City staff. Our team has recently completed over \$50 million for subapplicants and applicants alike during the FY23 Non-Disaster Grant Cycle for FMA and BRIC. These included Building Code Plus+Ups for multiple states as well as a first-of-its-kind, innovative FMA application combining levee setback with aquifer storage and recharge in Iowa. We have also prepared some of the first-ever Community Disaster Resilience Zone (CDRZ) applications as well as done application development work on FMA Swift Current projects in multiple FEMA Regions for clients like the State of New Jersey (FMA Swift Current, BRIC, and HMGP) and the State of Iowa (BRIC and FMA).

Our team will apply for all funding opportunities associated with HMA upon request, leveraging our deep understanding of the grant lifecycle and regulatory requirements with our ability to comprehend and quickly interpret newer FEMA opportunities that include green infrastructure; adaptive, nature-based solutions (NBS); CDRZ communities; and FEMA Swift Current. As always, Tetra Tech's process includes conducting thorough needs assessments, aligning project objectives with funding criteria, and ensuring all submissions are comprehensive, compliant, and competitive.

Collaboration for Enhanced Grant Applications

We will proactively identify and coordinate efforts with the City of Bay St. Louis to enhance grant applications, maximize benefits, and leverage partnerships. Our understanding of the City of Bay St. Louis's diverse needs based on our previous relationship with Bay St. Louis and your staff helps position us to ensure we can successfully implement HMA projects, specifically FMA Swift Current. By fostering collaboration and leveraging our team's knowledge of your needs, Tetra Tech aims to build stronger, more compelling applications that highlight unique needs and opportunities, ensuring a higher success rate and more impactful mitigation efforts.

Investigation of Grant Funding Sources

Tetra Tech will work to understand your needs and then investigate all grant funding sources available under HMA programs (and elsewhere) for proposed projects. While FMA Swift Current is the target and FEMA HMA is an excellent resource for mitigation project funding, it may not always be the best resource. Our ability to interpret programmatic processes, policies, and procedures can help City staff understand where best to pursue funding for projects that protect personal property and critical City resources. Our team will identify leveraging opportunities to match projects with the most relevant funding sources. Demonstrating in-depth knowledge of HMA program activities, specifically FMA Swift Current, along with the ever-widening landscape of resilience, adaptation, and

mitigation funding solutions, we will ensure the City of Bay St. Louis has access to the full spectrum of available resources, maximizing potential funding and project scope.

Preparation of FEMA HMA Project Applications

Our experts will prepare comprehensive, fully documented FEMA HMA project subapplications for FMA Swift Current, including project budget preparation, detailed scope of work documents, BCAs, environmental historic preservation documents, and milestone schedules. Tetra Tech's meticulous approach ensures that each application is not only compliant but also strategically crafted to highlight the project's value and feasibility, enhancing its chances for approval and reducing the amount of Request for Information (RFI) while reducing the need to challenge and advocate (discussed later).

Innovative Project Scoping Assistance

Tetra Tech will assist City departments during the application phase to scope innovative project ideas. This includes exploring advancements in structural elevations, nature-based solutions, and green infrastructure in order to leverage co-benefits. By braiding these funding sources and the benefits of these potential project types into FMA Swift Current applications, these projects become both more cost-effective and competitive. Our team's expertise in cutting-edge mitigation solutions will provide the City of Bay St. Louis with a portfolio of options for the City's projects that are not only innovative but also practical and impactful.

Progress Reporting and Communication

Tetra Tech will regularly report on progress; provide updates to the Department, Administration, City Council, MEMA, and FEMA upon request; and deliver presentations and materials to the City as requested. Our approach includes coordinating messaging and strategy development through designated staff, ensuring clear, consistent, and effective communication throughout all project phases.

Organize Regular Progress Meetings

We will organize regular progress meetings to provide updates on ongoing and anticipated projects, facilitating a transparent and collaborative environment for all stakeholders involved. These meetings will serve as critical checkpoints to assess project progress, address any challenges, and adjust strategies as necessary to keep projects on track.

Training and Capacity Building

Tetra Tech will train City staff on the HMA programs, HMA guidelines, and 2 CFR cost principles. Our training programs are designed to build capacity, enhance understanding of regulatory requirements, and empower staff to manage and lead HMA projects effectively. This educational initiative ensures that the City of Bay St. Louis staff are well-equipped with the knowledge and skills necessary to sustain and build upon the mitigation efforts initiated through this partnership.

Tetra Tech's comprehensive technical approach is designed to ensure that the City receives the highest level of expertise, support, and guidance in securing and managing HMA grants. Our dedication to innovation, compliance, and collaboration positions us as the ideal partner to assist the City of Bay St. Louis in enhancing its resilience and capacity for disaster mitigation.

Reporting, Compliance, and Submission

Tetra Tech commits to consistently generating and submitting all required quarterly reporting on time, ensuring full compliance with city, state, and federal guidelines. This process will include updating the Quarterly Reporting Functions along with Reporting/Monitoring Requirements in FEMA Go as needed and/or requested. Our team will utilize industry standards as well as proprietary technology platforms combined with the expertise of our compliance specialists to ensure the City is continuously updated on the status of all projects and project-related efforts. These processes and systems will enable our team to accurately track project progress, financial expenditures, and any relevant data. Regular audits and cross-verifications will be conducted to guarantee the integrity and accuracy of all reports submitted, thereby ensuring they meet requirements set by stakeholders involved with HMA projects such as FEMA, MEMA, and the City of Bay St. Louis. Our reporting and compliance processes are designed to help the City with data-driven, near real-time decision-making with respect to their HMA investments.

Travel and Local Engagement

Recognizing the importance of direct engagement and collaboration, our team will facilitate the necessary travel to Bay St. Louis and its incorporated municipalities, along with providing localized staff upon request to ensure we deliver meaningful local engagement. Our dedicated project team will regularly meet with City staff, administration, and council members—along with MEMA, their support staff, and FEMA, upon request—to review and effectively implement HMA projects like FMA Swift Current. These visits will serve as opportunities to ensure alignment, maintain local insights, and foster partnerships that will help successfully deliver on the promise of the HMA-funded projects and programs the City of Bay St. Louis pursues.

Compliance, Documentation, and Reimbursement Optimization

Tetra Tech places a strong emphasis on ensuring that all City HMA processes comply with relevant laws, regulations, and guidelines. Our approach involves the development and execution of meticulous processes for obtaining, analyzing, and gathering essential field documentation. With our understanding of HMA under Section 404 of the Stafford Act, we realize that continuing to maintain forward momentum on projects is of critical importance. Too often, projects are held up by a number of issues. In many cases, the reimbursement process can be a critical component that can impact these processing times. Our goal is to maximize reimbursement for eligible HMA expenditures under the FMA Swift Current Program and minimize the timing for reimbursement, thereby enhancing the financial efficiency of the projects.

Financial Reimbursement and Duplication Avoidance

Our team is well-versed in preparing HMA financial reimbursement requests required by FEMA, state, or other agencies. We will have dedicated Financial Management specialists that will work in concert with our Project Managers and Principals. We will implement stringent controls to ensure there are no duplications of submission when multiple agencies are involved. This involves the establishment of a centralized tracking system that meticulously records all submissions, cross-checking them for potential overlaps and ensuring each claim is unique and justified. This same team will focus on the reimbursement process as well.

Challenge and Advocacy

Tetra Tech will actively challenge FEMA/MEMA on their eligibility determination, BCA determinations, and any inaccurate statements on the HMA programs like FMA Swift Current, including appeal determinations. Our approach is to leverage our deep understanding of HMA guidelines and our analytical capabilities to build

compelling cases when needed for our challenges and appeals on Bay St. Louis's behalf. This proactive advocacy ensures that the City of Bay St. Louis receives fair and accurate treatment in all determinations, contributing to the successful realization of mitigation efforts.

Data Capture and Contractor Oversight

We will assist the City with navigating federal, state, or other agency guidelines to ensure the capture of data related to procured goods and services. Our approach includes providing rigorous oversight of contractor contracts and billing, ensuring all costs eligible for grant funding are reasonable, documented, and claimed. Tetra Tech's team will implement advanced monitoring tools and practices to oversee contractor performance, ensuring compliance with project specifications and financial integrity.

Compliance Processes and Contract Management

Developing processes for ensuring compliance related to contract monitoring and closeout as required by federal, state, or other agencies is a critical component of our approach for Bay St. Louis. Tetra Tech will establish comprehensive guidelines and checkpoints throughout the contract lifecycle, from initiation to closeout, ensuring every phase complies with the required standards. This meticulous approach ensures that all contracts are managed efficiently, transparently, and in alignment with grant funding requirements. From concept to completion, the Tetra Tech team will ensure the City of Bay St. Louis's reputation for compliance and effectiveness is maintained throughout this process.

Cost-Share Funding Assistance

Finally, Tetra Tech will assist with cost-share funding through Community Development Block Grant-Disaster Recovery (CDBG-DR) applications. Our team will guide the City through the complex application process, leveraging our extensive experience in securing CDBG-DR funding for similar projects. We will provide strategic advice, application support, and documentation assistance to maximize the likelihood of successful funding acquisition. Tetra Tech is dedicated to developing innovative cost-sharing solutions as well as staying on the forefront of developments with respect to hazard mitigation. This ensures that the City of Bay St. Louis will continue its long-held reputation and commitment as an innovative municipality with respect to leveraging HMA funds for resilience, mitigation, and adaptation.

In summary, Tetra Tech's technical approach to delivering the services requested by the City of Bay St. Louis is holistic, strategic, and tailored to meet the specific needs and challenges of the HMA projects. Our commitment to compliance, efficiency, and collaboration ensures that we will achieve the best possible outcomes for the City, contributing significantly to its resilience and disaster mitigation efforts.

Cost of Services

For Bay St. Louis, Tetra Tech understands that the city deserves a transparent pricing process. FEMA's Hazard Mitigation Assistance (HMA) Guidance update from March of 2023 allows for subrecipients like the City to include 5% of the total project cost to go towards grant management (referred to as subrecipient management costs in FEMA Guidance) for all subapplications in order to go towards based on the total project cost for all HMA Projects. This cap applies to FMA Swift Current as well.

With respect to pricing, and in light of our team's understanding of allowable costs for grant management based on FEMA Guidance, Tetra Tech proposes to charge the city a not-to-exceed amount of 5% of the Total Project Cost for subrecipient management costs for each individual subapplication in order to provide comprehensive grants management support.

This cost ensures that Tetra Tech will never exceed the allowable limits for grant management services set forth in FEMA guidance, and that Bay St. Louis will never be overcharged for these services.

Tetra Tech is happy to share upon request our current rate sheets.

Price Proposal Considerations

- **Cost Estimate**
 - The City of Bay St. Louis or subapplicant will provide Tetra Tech access to FEMA GO and/or download grant application and BCA documentation developed by applicants/subapplicants for review.
 - All work shall be performed virtually.
 - All files will be provided in electronic format.
- **Proposal.** This proposal is based on Tetra Tech's current understanding of the project. Revisions will be subject to a mutual agreement on the final work scope/schedule and other technical/management requirements desired by the City of Bay St. Louis.
- **Grant Application/BCA.** The submittal of a grant application and/or BCA does not guarantee funding for the proposed project(s). In the event the application is approved, pre-award costs may be eligible for reimbursement, dependent on the grant. If the application is not approved, any costs associated with application development is not reimbursable. Grant writing and BCA development costs can range due to a number of factors, including but not limited to the project complexity, and amount of documentation available (i.e., design, cost estimate, modeling/engineering, etc.) which influences the level of technical assistance that needs to be provided to the subapplicant. The level of effort for a particular grant will be determined based upon additional discussion with the City of Bay St. Louis.
- **Project Sponsor.** The City of Bay St. Louis will assign a primary point of contact to serve as project sponsor to address administrative and functional issues related to this project.
- **Access to Materials.** Documentation pertaining to the execution of this project should be made available to Tetra Tech for review in electronic format upon request within five business days. Tetra Tech will rely on information furnished by other parties, as well as representations made by the City of Bay St. Louis and subapplicants in performing its services under the project. In relying on such information, Tetra Tech shall have no obligation to investigate or independently verify the accuracy or completeness of such information, unless such review and verification is specifically included in Tetra Tech's scope and fee.
- **Deliverables.** Tetra Tech agrees to deliver electronic copies of the deliverables during the project.
- **Meetings.** Meetings will not be scheduled prior to 8:00 a.m. or after 4:00 p.m. Central Daylight Time. Meetings will not be scheduled for the day immediately before or after a holiday weekend.
- **Period of Performance.** Tetra Tech will not be responsible for delays in the schedule due to the action or inaction of the City of Bay St. Louis, applicants, subapplicants, or any third parties. To the extent the period of performance is required to be extended due to reasons beyond Tetra Tech's control, such unforeseen circumstances may result in an increase in the project timeline and budget.
- **Acceptance of Deliverables.** Deliverables will be submitted to the City of Bay St. Louis and applicants/subapplicants in draft format. Draft documents will have a review period of five business days. Absent client comments, draft documents will be considered final after this time period. No more than one round of comments will be supported for draft deliverables provided in one consolidated Word document with track changes utilized. Tetra Tech does not guarantee that it will be able to render all projects analyzed as "cost-effective" (benefit-cost ratio of 1.0 or greater).
- **Additional Services.** Additional services not defined in the scope of work will not be assumed by Tetra Tech under this contract. Tetra Tech will work with the City of Bay St. Louis to develop the appropriate change orders or scopes of work to accommodate additional client needs.

Method of Invoicing

Tetra Tech will have dedicated project managers and financial managers available to support this program and has flexible billing methods (electronic, via mail, etc.) according to the City's preferences. The City of Bay St. Louis will be invoiced monthly for work completed.

References

In the following table, we have provided references for similar services.

| Client Name | Reference Contact |
|---|--|
| Iowa Department of Homeland Security and Emergency Management | Jonathan "Dusty" Pogones, State Hazard Mitigation Officer (515) 344-9049 jonathan.pogones@iowa.gov |
| State of New Jersey Office of Emergency Management | Chris Testa, Hazard Mitigation Unit Manager (609) 508-6557 Christopher.Testa@njsp.org |
| City of Ocean City, New Jersey | Frank Donato, CFO, EMC (609) 525-9350 fdonato@ocnj.us |
| Whatcom County, Washington | Deb Johnson, PE, Public Works Department - River & Flood Division (360) 778-6288 djohnson@co.whatcom.wa.us |

Appendix A: Resumes



16 YEARS OF
EXPERIENCE

16 DISASTERS

\$9B GRANT
FUNDING

Areas of Expertise

National Flood insurance
Program (NFIP) Floodplain
Management

Hazard Mitigation Planning

Community Rating System (CRS)

FEMA Building Science

Hazard Mitigation Assistance
(HMA) – Application
Development, Cost Analysis,
Application Review, Grant
Monitoring, Grant Closeout,
Consulting, and Technical
Assistance

Public Speaking

Cost Estimating

Project Management

Contract Review/Evaluation

Public Outreach

Business Development

Technical Writing

Proposal Content

Proposal Writing

FEMA GO

NDGrants

eGrants

GOHSEP Grants/LAHM

National Emergency
Management Information System
(NEMIS)

EXPERIENCE SUMMARY

Gary O'Neal brings over a decade of practical knowledge in the Disaster Response and Emergency Management field and leads Tetra Tech's subpractice in his role as Director of Mitigation Grant Services. His subject matter expertise in Hazard Mitigation spans the local, state and federal levels. He has extensive experience in the implementation of Hazard Mitigation Assistance (HMA) Programs and is a Subject Matter Expert for Section 404 of the Robert T. Stafford Act. These skills have enabled Gary to build a vast network of trusted colleagues and clients which have allowed him to successfully leverage hundreds of millions of dollars in resilience funding across multiple state and federal funding sources while managing the projects these funds enabled the implementation of from concept to closeout. He has successfully collaborated with federal, state and local agencies along with both non-governmental organizations and private corporations and the general public to implement Hazard Mitigation Assistance Programs at the State and Local levels.

In his role as Director, Gary brings Tetra Tech a unique perspective that includes a history of providing technical assistance at the applicant level while working across the grant life cycle from application development to post-award to monitoring and closeout. This includes familiarity with both new, current and now sunset FEMA Mitigation Programs including BRIC, HMGP, PDM, FMA and FMA Swift Current.

RELEVANT EXPERIENCE

Director – Mitigation Programs (October 2023 – Present)

Tetra Tech, Inc.

Gary oversees outreach efforts on behalf of county and municipal governments and has assisted in the development of successful Hazard Mitigation Assistance (HMA) Grants across the United States. At both the state and local level, his team develops applications and sub-applications for FEMA's entire Hazard Mitigation Assistance (HMA) portfolio, including the Hazard Mitigation Grant Program (HMGP), Flood Mitigation Assistance (FMA), FMA Swift Current and FEMA's flagship Infrastructure Program, the Building Resilient Infrastructure and Communities (BRIC) Program. In his role as Director, Gary provides and oversees the provision of technical assistance at both the applicant and sub-applicant level while working from application development to post-award and monitoring to closeout.

Since joining the Tetra Tech team, Gary has worked on the following projects:

**State of Iowa Homeland Security and Emergency Management Department
(HSEMD) (2023 – Present)**

Gary leads the Tetra Tech Team in providing Hazard Mitigation Assistance (HMA) Grant Management services on behalf of the State of Iowa's HSEMD to sub-applicants in developing sub-applications for the FEMA Building Resilient Infrastructure & Communities (BRIC) program. This work includes development of both sub-applications as well as fully documented Benefit Cost Analyses (BCA) using the FEMA BCA ToolKit v6.0. His team has been tasked with development of Iowa's first-ever sub-application on behalf of a Community Disaster Resilience Zone (CDRZ) designated sub-applicant. Tetra Tech has also been asked to assist Iowa HSEMD with the development of its first Building Code Plus Up application along with one of its first-ever Flood Mitigation Assistance (FMA) Scoping Grant Applications.

State of Utah – Department of Public Safety, Division of Emergency Management (DEM) (2023 – Present)

Gary is the Principal for Tetra Tech's support of Utah's DEM for Benefit Cost Analyses (BCA) and BCA Reviews for their Non-Disaster Grant Cycles, including the Building Resilient Infrastructure and Communities (BRIC) Grant Program and Flood Mitigation Assistance (FMA) Grant Programs. Tetra Tech has provided BCA Development, review and Analysis for dozens of BCA's over the last two Non-Disaster Grant Cycles (2022 and 2023).

State of New Jersey Office of Emergency Management (NJOEM) (2023 – Present)

Gary is the Principal in support of the Tetra Tech's support of the State of New Jersey's Office of Emergency Management's (NJOEM) BRIC Application Cycle for FY23. This includes the Tetra Tech team providing Technical Assistance at the Applicant and Sub-Applicant level, identification of eligible Mitigation Activity types, development of sub-applications, and Benefit Cost Analysis (BCA) development for all FEMA BRIC Sub-applications submitted by NJOEM.

State of Oregon Office of Emergency Management (OEM) (2023 – Present)

Gary serves as Tetra Tech's lead in the provision of on-call Hazard Mitigation Assistance (HMA) consulting for Oregon OEM. This includes consulting on the State's efforts to implement the Safeguard Tomorrow Revolving Loan Fund (STORM Act RLF) and working in an on-call capacity for OEM's Hazard Mitigation Assistance (HMA) applicant-level services.

Market Leader (October 2020 – September 2023)

C.H. Fenstermaker (CHF) | Hazard Mitigation, FEMA Building Science, NFIP

- Founded the Grants Management Division, serving both Engineering and Coastal (Environmental) Divisions of C.H. Fenstermaker
- Developed Business Development/Capture Strategy, hiring/staffing and all policy, process and procedural development for consultancy provision for both Engineering and Coastal Divisions
- Hired two Urban Planners, two Planning Interns, a Grants Manager, Professional Engineer (PE) and an Engineering Intern as a Direct Report to the Grants Management Team
- Oversaw the growth of the Grants Division; since inception (4th quarter of 2020), the Grants Division had written approximately \$120 million in combined HMA, CDBG-MIT, NOAA, and other grant-funded project applications during his tenure
- Wrote \$15 million in Building Resilient Infrastructure & Communities (BRIC) sub-applications for mitigation activities, such as coastal infrastructure (shoreline stabilization) and project scoping (flood risk reduction) related activities since the inception of the BRIC Program in FY 2020
- Successfully navigated a CHF position and onboarding onto CompassJV PTS Contract for Zone 2
- Led for DR-4611 Task Order from FEMA Building Science
- Led consultant providing technical details to Louisiana State Uniform Construction Code Council during their building code cycle update
- Successfully advocated for Louisiana to include a minimum of one (1) foot freeboard in the statewide building code
- Authored FEMA Technical Advisory comparing foundation systems for residential construction (Slab on Grade or SOG versus Open Space) (*see Select Publications below*)

Senior Project Manager/Client Relations Manager (August 2018 – October 2020)**Quality Engineering & Surveys, LLC (QES)**

- Led the business development, public outreach, application development, grant writing, RFI and approval process of approximately \$21,800,000.00 in approved and obligated HMA Grants (HMGP, FMA & PDM) and an additional \$400,000 in CDBG-DR contracts over approximately 24 months
- Ensured compliance with HMA Unified Guidance and 2CFR 200
- Provided strategic direction on all grant writing/grant management functions and overall mitigation strategies for the following municipalities:
 - City of Scott, Louisiana
 - City of Denham Springs, Louisiana
 - City of Walker, Louisiana
 - Acadia Parish
 - St. Martin Parish
 - St. Mary Parish
 - Iberia Parish
- Developed and Directed QES' Grants Management policies, processes, and procedures
- Generated the following new Grants Management clients as a Member of the QES Business Development Team:
 - City of Scott
 - City of Denham Springs
 - City of Walker
 - Iberia Parish
 - Rapides Area Planning Commission
 - Calcasieu Parish Police Jury
 - Parish of St. Martin
 - Parish of Acadia

Closeout Specialist, State Applicant Liaison (SAL 1, SAL 2) – Regions 4 & 5 (June 2014 – August 2018)**Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP)**

- Provided Technical Assistance on the full spectrum of HMA Grant Programs (HMGP, FMA & PDM)
- Provided Technical Assistance to all municipal sub applicants in Region 4 of Louisiana including:
 - Acadia Parish
 - Evangeline Parish
 - Iberia Parish
 - Lafayette Parish
 - St. Landry Parish
 - St. Martin Parish
 - St. Mary Parish
 - Vermilion Parish
- Provided Technical Assistance to all municipal sub applicants in Region 5 of Louisiana including:
 - Allen Parish
 - Beauregard Parish
 - Calcasieu Parish
 - Cameron Parish
 - Jefferson Davis Parish

- Provided municipal sub applicants Statewide with Technical Assistance regarding all HMA Grant Closeout Processes for grant-funded Mitigation activities while in Closeout
- Activated as an Operations Officer during all Presidentially Declared Disasters where full Activation of GOHSEP Emergency Operations Center (EOC) was required, including DR-4263 and DR-4277 (March and August floods of 2016)

ADDITIONAL EXPERIENCE

Select Presentations:

- National Hurricane Conference (NHC) – 2023, Trends in Mitigation (Panel Discussion Moderator)
- National Hazards Center National Conference – 2023 – Mitigation Through the Practitioner Lens - Panelist
- La Floodplain Management Association Conference – 2023 – Federal Flood Risk Management Standard (FFRMS) – Moderator
- Texas Floodplain Management Association (TFMA) Technical Conference – 2023 – Trends in Mitigation - Panelist
- Oklahoma Floodplain Management Association Conference – 2022 – Trends in Mitigation - Panelist
- Association of State Floodplain Managers – 2022 – Calcasieu Parish and the Case for Unsiloed Consultants (Track: Post Disaster, Theme: Local Case Studies of Navigating Post-Disaster Recovery Programs) – Presenter

Select Publications

- Building the Case For Open Space (Foundations) – Lead Author & Researcher (DR-4611 FEMA Building Science) (https://www.fema.gov/sites/default/files/documents/fema_building-case-open-space-foundations-technical-advisory_052023.pdf)

Community Involvement

- Amite River Basin Commission (ARBC) – Commissioner, Executive Director, Project Inventory Committee Chairs
- National Hazard Mitigation Association (NHMA) – Vice President, Board Member, Advocacy, Outreach & Public Policy Chair
- Association of State Floodplain Managers (ASFPM) – Member – 2016-Present
- Louisiana Floodplain Management Association (LFMA) – Board Member, Legislative Committee Chair
- Livingston Parish Chamber – Executive Level Member – 2018-Present
- City of Walker – Planning & Zoning Commissioner
- Louisiana Notary Association – Board Member - Legislative Research Committee Chair (2016-2020)
- Krewe of Orion – Permanent Board Member – 2012-Present

16

YEARS OF
EXPERIENCE

Areas of Expertise

Hazard Mitigation

Planning

Field Operations

Training

Technical Assistance

Grant Experience

Hazard Mitigation Grant Program

Community Development Block
Grant ProgramsFlood Mitigation Assistance
Program

Key Training/Certifications

FEMA Team Lead Program: IS-
100, 200, 300, 400, 700, and L604

Education

Louisiana Tech University,
Bachelor of Arts in Political
Science, 2008Louisiana Tech University,
Bachelor of Science in Biology
(Microbiology), 2008

EXPERIENCE SUMMARY

Ms. Carrie Robinette brings over 16 years of comprehensive experience in hazard mitigation, grant management, and emergency planning to Tetra Tech. With a strong background working for both FEMA and state-level agencies, she has honed her expertise through roles in which she progressively took on more responsibility. Carrie has managed multi-million-dollar grants under various federal programs, supervised teams through multiple disaster events, and provided technical assistance and training. Her extensive knowledge of federal regulations, strategic planning, and program implementation makes her a valuable asset to Tetra Tech, poised to enhance their disaster resilience and mitigation efforts. **Carrie will join Tetra Tech in July 2024.**

RELEVANT EXPERIENCE

Supervisory Grant Management Specialist (GS-13, Step 6) (January 2023-July 2024)

Federal Emergency Management Agency (FEMA) | Denton, Texas

As a Supervisory Grant Management Specialist, Carrie was responsible for managing a staff of eight Grants Specialist and three disaster reservists, which included managing time and work assignments to ensure adequate staff to complete the level of work her team had under the Hazard Mitigation Grant Program. She completed performance reviews of all staff and was responsible for completing hiring packages and vetting candidates for open positions and developing offers. She managed and oversaw more than 20 disasters throughout Arkansas, New Mexico, Oklahoma, and Texas, including:

- Initial disaster implementation by establishing application deadlines and periods of performance as well as disaster funding estimates
- Receipt and delegation of HMGP project applications more than \$2 billion in federal funding
- Providing technical assistance throughout the review process to her staff and state partners
- Coordination with other program areas such as Planning, EHP and Technical Services
- Directly communicating with State Hazard Mitigation Officers on issues and concerns related to the intake, review, and approval of HMGP projects

Grant Management Specialist (GS-12, Step 10) (October 2021-January 2023)

FEMA | Denton, Texas

- Ensured that all disaster funding estimates for the State of Texas are updated in NEMIS and communicated to the Texas Division of Emergency Management (TDEM)

- Reviewed the State Administrative Plan for compliance with the 44 CFR and coordinating that review with the Region VI Grants Management Division to ensure both Divisions have reviewed and approved the Plan as required
- Reviewed newly submitted grant applications and application amendments under the Hazard Mitigation Grant Program (HMGP) and Flood Mitigation Assistance (FMA) program to ensure compliance with the 2015 HMA Guidance and Addendum, the 44 CFR 201.6 and 206.434 and 2 CFR 200
- Communicated gaps in data and information needed to complete an application through the RFI system to TDEM and the Texas Water Development Board (TWDB)
- Approved projects in the National Emergency Management Information System (NEMIS) and allocating and obligating funding through the system
- Approved the Pre-Award Programmatic Review (PAPR) step in FEMA Go for FMA projects ready for award
- Reviewed Quarterly Progress reports for compliance with 2 CFR 200
- Supported data collection and analysis for the State Quarterly Site Visit and Consultation Meetings
- Mentored two Grant Management Specialist via weekly meetings and working on aspects of application reviews, system processes and internal FEMA tracking the progress of reviews
- Acted as a Coach/Evaluator for two Grants Management Specialist
- Developed and hosted a training for internal FEMA staff and state staff on utilizing the Application Review Tool
- Completed two lunch and learn presentations/trainings on Generator and Phased Projects
- Co-Instructed the L212, 213 and 214 courses
- Participated in the following working groups: Region VI Stakeholder Engagement Workgroup, STORM Act Workgroup, Grants Specialist Position Task Book and HM Field Operations Guide updates and will be participating in the HMGP Management Cost Work Group as a subject matter expert

Hazard Mitigation Group Supervisor (GS-13, Step 4) (January-October 2021)

FEMA | Denton, Texas

Carrie was responsible for overseeing Hazard Mitigation Grants and Plans once a Presidential Disaster Declaration was signed. These responsibilities included:

- Providing disaster related information to state mitigation staff for decision making and development of goals and objectives for an incident
- Acting as the supervisor for deployed grant and planning staff supporting a disaster
- Providing coaching and mentoring of Specialist, Crew Leads and others deployed to a disaster to support staff development and completion of Position Task Books
- Ensuring completion of the Hazard Mitigation Strategy and Administrative Plans for a particular incident
- Working with FEMA HQ and Regional Finance offices to track and capture HMGP estimates at 30-days, 6-months and finally the 12-month funding lock-in
- Tracking and overseeing the rollout of Hazard Mitigation Grant Program (HMGP) funding available for a particular event to include:
 - Ensuring that HMGP project applications are submitted by our state partners within the required 12-month deadline
 - Ensuring that Grants Specialist are adequately coordinating with other functional groups such as Floodplain Management and Environmental and Historic Preservation to ensure HMGP applications meet all applicable federal regulations
 - Ensuring that project applications are approved within a reasonable timetable and that the team is communicating any issues found to the state for correction

Planning Section Chief (WV IMAT) (March 2018-January 2021)

FEMA | Charleston, West Virginia

Due to the frequency of disasters in West Virginia, the Region 3 Regional Administrator established a collateral IMAT team to support response operations. Carrie was selected as the Planning Section Chief to oversee the Planning Team. She acted as the Planning Section Chief for the following incidents:

- Hurricane Florence
- Covid-19 Alpha Team Deployment - March 2020 to June 2020

She was also asked to act as the Situation Unit Lead for the 2020 Inaugural Exercise to support the Region 3 IMAT Blue Team in Virginia in preparation for the Presidential Inauguration in January 2021.

Lead Emergency Management Specialist (GS-13, Step 4) (January 2017-January 2021)

FEMA | Charleston, West Virginia

As the Lead Emergency Management Specialist for the Mitigation Branch at the West Virginia Recovery Office, Carrie was responsible for the day-to-day operations of the mitigation staff at the West Virginia Recovery Office. Lead responsibilities included WebTA, Concur approvals, rotation requests and developing and tracking work plans. Responsible for updating required weekly reports for the Region III Regional Administrator, Deputy Regional Administrator, Division Directors and other regional leadership on the status of mitigation activities. Coordinated on a regular basis with the Mitigation Division Deputy Division Director and Branch Chiefs to ensure a consistent delivery of mitigation activities with regional goals and strategies.

Additional roles and responsibilities included:

- Acted as a subject matter expert in the implementation of grants awarded under the Hazard Mitigation Grants Program. Specifically, overseeing the approval, monitoring, and closeout of more than \$52 million in federal grant funding under disaster declarations. This includes:
 - Monitoring projects to ensure compliance with approved scopes of work
 - Monitoring financial reimbursements and compliance with the 2 CFR 200 grant and procurement practices
 - Monitoring project schedules and periods of performance for sub-awards approved
- Acted as a subject matter expert for the West Virginia Department of Homeland Security and Emergency Management (WVDHSEM) to assist the state and communities in implementing mitigation measures through the Hazard Mitigation Grant Program (HMGP). This includes:
 - Supporting the development of responses to inquiries from congressional offices and the media
 - Developing factsheets explaining status of the HMGP for use by state and congressional offices and the media
 - Developing presentations for conferences and workshops such as the 2019 Tribal Summit, Media Workshop held in Charleston, the 2017 RISC/RAC
- Represented FEMA as part of the team supporting the development of the CDBG-DR Mitigation Action Plan to support the state in utilizing \$106 million on housing and infrastructure mitigation projects. This includes:
 - Providing input on effective mitigation measures that could be implemented with this funding
 - Provided insight and support for a Risk Assessment
 - Providing input on the use of the FEMA BCA Tool Kit 6.0 for the state to use it as a cost effectiveness tool
- Coordinated and led an effort with the WV Division of Emergency Management and the WV Department of Commerce to utilize available CDBG-DR funding as non-federal match for approved HMGP projects. This required constant coordination and checks to ensure that eligible projects met standards of both HMGP and CDBG-DR programs. The goal was to save the State of WV approximately \$17.4 million by creatively using CDBG-DR funding.
- Coordinated with FEMA programs such as Public Assistance, the Interagency Recovery Coordinator (IRC) and other national disaster recovery partners to assist with long-term recovery efforts. Specifically, coordinating with

the IRC and the National Disaster Recovery Coordinator (NDRC) which includes identifying mitigation strategies to integrate into state decision-making processes and planning efforts such as the State Hazard Mitigation Plan.

- Worked with the IRC to assist the state in standing-up the new State Resiliency Office (SRO), which includes attending meetings and making recommendations on mitigation related topics.
- Worked with the NDRC, the IRC and the West Virginia Department of Commerce (WVDOC) and WVDHSEM to implement the Global Match cost share strategy to off-set the required non-federal share of projects being submitted through the HMGP. Acting as a subject matter expert on a team that consists of both state agencies, the IRC, NDRC and representatives of the Department of Housing and Urban Development (HUD) to implement this effort.
- Worked with other program leads at the West Virginia Recovery Office at the direction of the Regional Administrator to work with the WVRO Working Group to develop of Concept of Operations plan for the West Virginia Recovery Office to develop IMAT role capabilities to support response operations in West Virginia. She took on the responsibility of the Planning Section Chief position on the WV Collateral IMAT.
- Completed the requirements for the FEMA Team Lead Program through OCCHCO and OCLO in October 2018.

Grant Administrator/Project Manager (October 2012-January 2017)

Rapides Area Planning Commission | Alexandria, Louisiana

- Managed approximately \$9 million in grant funding provided through the HMGP and CDBG-DR programs. This included grant oversight and financial management of approved projects from approval to closeout in compliance with appropriate regulations from the 2 CFR, 24 CFR and 44 CFR.
- Acted as the point of contact for homeowners participating in acquisition projects.
- Provided regular updates to the Rapides Parish Police Jury who was the “sub-recipient” for the federal funds under the Hazard Mitigation Grant Program.
- Assisted with floodplain management activities such as flood-zone determinations, permitting, and elevation certificate reviews.
- Drafted the grant application for CDBG-DR funding which as approved for \$300,000 to develop a Comprehensive Resiliency Plan for Rapides Parish. The Rapides Area Planning Commission acted as a consultant for the Rapides Parish Police Jury on this project. She was responsible for:
 - Ensuring RAPC compliance with the 24 CFR Part 570 and ensuring that RAPC was prepared to successfully navigate monitoring visits by either HUD or the Rapides Parish Police Jury
 - Ensuring accurate and documented financial reporting to ensure drawdowns in funding were adequately supported and managed
 - Procurement of a technical writing specialist to support the development of the document
 - Acting as the point of contact for the public outreach strategy, including facilitating public meetings, completing both TV and print media interviews, and developing informational posts for Facebook and Twitter

Hazard Mitigation Coordinator (November 2010-September 2012)

Metro Planning, Inc. | Natchitoches, Louisiana

- Worked with parishes in Louisiana and counties in east and southeast Texas to update local and regional hazard mitigation plans per 44 CFR Part 201.6
- Coordinated required planning team and public meetings, researching hazard histories and developing technical analyses for the hazard identification and risk assessment sections of local mitigation plans
- Worked with planning teams to develop a localized, comprehensive mitigation strategy as part of their plan and identifying funding opportunities for identified projects
- Worked with the Louisiana Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP), the Texas Division of Emergency Management (TDEM), and FEMA to ensure plans met federal regulations identified in the FEMA planning guidance documents

Hazard Mitigation Planner (October 2008-November 2010)

Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) | Baton Rouge, Louisiana

- Administration of planning grants awarded to the State as well as to parish and municipal governments. Including financial reconciliation and quarterly reporting throughout the life of the grant. This included developing familiarity with grants management principals and financial controls governing federal grants.
- Completed technical reviews of local hazard mitigation plans to ensure compliance with the 44 Code of Federal Regulations Part 201.5, 201.6, and 201.7.
- Developed the hazard mitigation planning portion of Community Education and Outreach Workshops developed by GOHSEP after Hurricanes Katrina and Rita. These workshops were delivered in regions across the state during 2009-2010.
- Assisted with the implementation of the Pilot Planning Grant Program (PPGP) after Hurricanes Katrina and Rita which was designed to enhance local mitigation strategies. This program was designed to provide additional funds that would allow parishes to complete basic engineering and technical feasibility analysis on projects/mitigation strategies identified in local mitigation plans.
- Also assigned to the Plans Branch of the State Emergency Operations Center to develop, update, and maintain Incident Actions Plans during EOC activation.

Kimberly Ryals Brooks, CFM

Senior Hazard Mitigation Specialist



18 YEARS OF
EXPERIENCE

Areas of Expertise

Hazard Mitigation Assistance
(HMA)

Building Resilient Infrastructure
and Communities (BRIC)

Flood Mitigation Assistance
(FMA)

Hazard Mitigation Grant
Program (HGMP)

Certifications and Affiliations

Certified Floodplain Manager

Emergency Operations
Manager

Association of State Floodplain
Managers (ASFPM)

Louisiana Floodplain Managers
Association (LFMA)

Education

University of Phoenix, Master of
Management in Project
Management

University of Phoenix, Bachelor

EXPERIENCE SUMMARY

Ms. Kimberly Ryals Brooks has over 18 years of leadership and hazard mitigation experience in the area of Hazard Mitigation Assistance. She has successfully supervised the development of more than 350 project applications in excess of \$800 million in submitted project applications and awarded grant applications for more than 40 Parishes across Louisiana. I have also provided technical assistance and oversight for the Building Resilient Infrastructure and Communities (BRIC) program, Flood Mitigation Assistance (FMA) program, and the Hazard Mitigation Grant Program (HMGP). Ms. Brooks will begin working for Tetra Tech in April 2024.

RELEVANT EXPERIENCE

Sr. Grants Management Supervisor (April 2022 – March 2024)

Hunt, Guillot & Associates

- Organize and prioritize workload for staff, monitors progress of all hazard mitigation assistance projects, and provides weekly updates to Executive Management
- Facilitate conversations between local and federal government agencies by using negotiation skills to achieve project approvals
- Assist communities in preparing and submitting grant applications for the FMA, PDM-L, HMGP, BRIC, CDBG, and other federal programs
- Maintain a high degree of customer service standards and professionalism when performing these duties
- Collaborate with executive leadership to write, refine, and implement plans
- Establish overall program/project management standards by which projects are delivered and measured including routine status reports, quality control, risk analysis and mitigation planning
- Conduct training sessions and workshops for internal staff as well as local officials and stakeholders to enhance their understanding of hazard mitigation concepts and practices

Senior Project Manager and Department Supervisor – Hazard Mitigation (November 2017– April 2022)

Quality Engineering & Surveying, LLC

- Organized and prioritized workload for Grants Management division staff
- Supervised a team of five grant managers procured in 15 Parishes throughout Louisiana
- Collaborated with local, state, and federal agencies to develop, review, and prepare applications for submittal to GOHSEP
- Provided technical expertise and guidance to staff and communities in identifying hazards, assessing risks, and developing mitigation strategies and projects

- Assisted communities in preparing and submitting grant applications to GOHSEP for FEMA review and approval for all HMA grant programs
- Conducted training sessions with staff to promote hazard mitigation awareness and action
- Up-to-date with FEMA policies, guidelines, and best practices in hazard mitigation and share with clients and team

Team Leader and State Applicant Liaison (May 2006 –July 2016)

Louisiana Governor's Office of Homeland Security and Emergency Preparedness

- Organized and prioritize workload for the SAL section for Regions 1, 3, 7, 8, and 9 as outlined by GOHSEP regions
- Supervised a team of seven SALs for the State of Louisiana Hazard Mitigation section
- Reviewed and presented findings on all new and amended project amendments, budgets, etc. throughout the life cycle of a project
- Facilitated conversations between local and federal government agencies
- Provided technical assistance and oversight for the HMA programs
- Managed PDM, RFC, SRL, and FMA programs and implemented the first non-disaster grants in the State of Louisiana. FEMA used Louisiana as the pilot State to launch the SRL program. I was the main POC for Louisiana for the FEMA assigned focus group.
- Developed and presented learning tools at the Unified Hazard Mitigation Assistance Summit
- Participated and presented Non-Disaster training statewide through the community education outreach program



19 YEARS OF
EXPERIENCE

Areas of Expertise

Grant Management
Consultant Experience
Emergency Management
Project Management
Regulatory Compliance
Training And Development

Training/Certifications

Certified Project Manager (CPM) -
AAPM
Certified Sustainable Neighborhood
Developer (CSND) – Accreditation:
Southern University, LA
Continuing Education: EMI – Grants
Management / Floodplain
Management,
FEMA/DHS: Relative ICS/IS Courses

Education

Monterey Peninsula College,
Computer Science

U.S. Signal Corps, US Army:
Certified Honor Graduate (Veteran
Honorable Discharge)

Reuben Meador, CPM, CSND

Hazard Mitigation Specialist

EXPERIENCE SUMMARY

Mr. Meador is a highly qualified emergency management executive with approximately 19 years of expert experience working with the private non-profit sector, federal, state and local governments, to include working as a senior manager for the Federal Emergency Management Agency. Mr. Meador possess a firm grasp of the 44 CFR/2 CFR, the Stafford Act, as well as HUD related disaster recovery and mitigation programs to meet the emergency preparation and disaster recovery business needs of communities on a small and large scale. He is a dedicated leader that provides regulatory knowledge needed to deliver successful outcomes. Mr. Meador works directly with government leaders assisting them with high level decisions that directly affect the administration and delivery of most federal grant programs.

RELEVANT EXPERIENCE

Program Manager (September 2022 – Present)

Tetra Tech, Inc.

Mr. Meador is responsible for the development and maintenance of mitigation programs, ensuring program goals are achieved and a clear line of communication occurs between the client and project team. Mr. Meador leads the Hazard Mitigation team in administering the Hazard Mitigation Grant Program (HMGP) and Community Development Block Grant – Mitigation (CDBG-MIT) programs. Mr. Meador is responsible for assisting clients to help coordinate and implement hazard mitigation and preparedness activities during disaster response and recovery. He is responsible for:

- Providing technical and administrative supervision to staff that deals with mitigation from natural or manmade disasters.
- Exercising overall responsibility for ensuring mitigation operations are executed in accordance with programmatic and emergency management-related directives, regulations, policies, standards, and guidance.
- Directing mitigation operations and ensuring functional responsibilities are executed which result in the delivery of effective mitigation support services to disaster-impacted communities, governments, non-profits, and tribes.
- Establishing and maintain working relationships with federal, state, local and tribal partners and stakeholders to execute programs.
- Provides strategic direction and management of programs and assignments.
- Overseeing budget planning, programming, and staffing requirements.
- Assists communities in administering the program and managing projects from inception to closeout.

Senior Program Manager (September 2018 – September 2022)

GP Strategies Corporation

- Strategize, implement, and maintain program initiatives that adhere to organizational objectives.
- Develop program assessment protocols for evaluation and improvement.
- Maintain organizational standards of satisfaction, quality, and performance.
- Oversee multiple project teams, ensuring program goals are reached.
- Manage budget and funding channels for maximum productivity.
- Work closely with state and federal program representatives, cross-functional teams, and assigned project managers to plan and develop scope, deliverables, required resources, work plan, budget, and timing for new initiatives.
- Manage program and project teams for optimal return-on-investment, and coordinate and delegate cross-project initiatives
- Identify key requirements needed from cross-functional teams and external vendors
- Develop and manage budget for projects and be accountable for delivering against established business goals/objectives
- Work with other program managers to identify risks and opportunities across multiple projects within the department
- Analyze, evaluate, and overcome program risks, and produce program reports for management and stakeholders

HMA Senior Program Manager (September 2016 – 2018)

Innovative Emergency Management

- Responsible for the development Hazard Mitigation Grant Program (HMGP), CDBG-MIT, CDBG-DR applications which results in approval for construction funding of large-scale drainage, retrofit, acquisitions, elevations, Safe Rooms, and other construction projects eligible under the HMGP, PDM, FMA, BRIC and grant programs
- Responsible for the oversight and project management of construction projects totaling approximately one billion dollars

Senior Project Manager (HMA Programs) (August 2008 – August 2016)

Witt O'Brien's | Washington, D.C.

- Responsible for the development and approval of Hazard Mitigation Grant Program (HMGP) applications to fund large scale drainage, retrofit, Safe-Rooms, acquisitions, elevations, and other construction projects eligible under the HMGP, PDM, FMA, RFC, and SRL grant programs
- Acted as technical assistant liaison to local governments and municipalities instructing them on the procurement policies laws, and guidelines associated with the Hazard Mitigation Grant Program and Federal grants
- Project Management duties include project development, implementation, monitoring, closeout of grants; reviewing and evaluating work processes, management controls, communication channels, and information systems offering suggestions for improvement
- Provides guidance in the administration, review, funding, and subsequent closeout of projects funded through the Hazard Mitigation Grant Program (HMGP). Knowledge of ICC, Floodplain Management, HMA Guidance, SHPO, NEPA Laws, 44 CFR policy guidelines, FEMA CEF Guidance and cost reasonable analysis guidelines as they relate to engineering cost and project management fees
- Developed and implemented processes that were useful in internal tracking of expended grant funds as well as construction milestone completion. These processes helped to create a forward thinking and proactive culture
- Floodplain management review, E-grants and NEMIS data entry, Non-Disaster grant application development, LAHM submittal
- Selected as Speaker/Presenter at the 2016/2018 National Hurricane Conference, Orlando, Florida
- Educated sub-grantees and state leadership on FEMA Public Assistance program policies, regulations, and guidelines
- Provided technical assistance at kickoff meetings, and provided required documentation for project appeals, time extensions, and project scope and amendment requests for reimbursement and project closeout and the use of the Mb3

Federal Emergency Management Agency (FEMA)

Deputy HMGP Planning and Program Manager Orlando, FL 2004 – 2008

- Directly responsible for managing and training approximately 30 FEMA HMGP staff who assisted in the development of applications throughout the State of Florida
- Developed and implemented procedures and processes for the administration and processing of HMGP applications. Developed training materials and took part in a Statewide HMGP and Public Assistance (PA) training which helped government officials understand the intricacies of each grant program
- Provided technical assistance to the State of Florida concerning FEMA determinations and rulings as well provided technical assistance to the State's sub-applicants on the requirements of the program, including identification and selection of projects eligible for funding
- Assisted in the development of the state administrative plan and contributed added support in the development and review of the State of Florida's Enhanced plan. Cross training in Public Assistance PA-406
- Provided cost reasonable analysis determination reports on all projects
- Researched and developed systems to track the completion of incoming tasks, current status of all project applications, and processes to make local governments more accountable for quarterly reporting
- Served as the liaison between local Office of Emergency Preparedness Directors, local government officials and FEMA and as second in charge in the absence of immediate supervisor
- Reviewed Hazard Mitigation Grant Program (HMGP) applications and administered grants in accordance with 404 mitigation grant policies
- Developed and reviewed Benefit Cost Analysis and Environmental determination reports and verified if a parish project was eligible to receive grant money
- Collected required documentation for the HMGP program according to the 44 Code of Federal Regulations ensuring that GOHSEP and the local jurisdictions were in compliance for auditing and legal purposes
- Prepared briefs to immediate supervisor and the State Hazard Mitigation Officer on grant application statuses through verbal and written communications



5

YEARS OF
EXPERIENCE

Areas of Expertise

Hazard Mitigation

Organizational Management

Completing FEMA RFIs

Collaborating with Federal,
State, and Local Government
Representatives

Grant Experience

Hazard Mitigation Assistance
(HMA)

Hazard Mitigation Grant
Program (HMGP)

Building Resilient Infrastructure
and Communities (BRIC)

Flood Mitigation Assistance
(FMA)

Key Training/Certifications

FEMA Tier 4 Clearance

20+ Individual Training
Technical Courses Completed at
both the Emergency
Management Institute (EMI) and

EXPERIENCE SUMMARY

Mr. Albert Cayabyab is a hazard mitigation specialist with five years of experience in managing FEMA grants, providing technical assistance, and collaborating with various stakeholders. Mr. Cayabyab has expertise in hazard mitigation, organizational management, completing FEMA RFIs, and collaborating with federal, state, and local government representatives. He has a degree in human resources management from California State University Sacramento and is currently enrolled in a grant management certificate program. He also has a FEMA Tier 4 clearance and has completed more than 20+ training courses at the Emergency Management Institute. He will be joining Tetra Tech in April 2024.

RELEVANT EXPERIENCE

Grants Management Specialist (February 2023 – March 2024)

FEMA | FEMA Tier 4 Clearance

- Manages Region 6 Hazard Mitigation Assistance grant programs, oversees award portfolios of State partners, for Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), New Mexico Department of Homeland Security Emergency Management (NMDHSEM), Texas Department of Emergency Management (TDEM), and Texas Water Development Board (TWDB), implementing administration of grant programs for Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Pre-Disaster Mitigation program (PDM), Flood Mitigation Assistance (FMA), and HMGP Post Fire.
- Manages, reviews, analyzes, evaluates, and administers over 40 hazard mitigation awards /providing technical assistance to projects and plans obligated over \$1.1 billion for Major Disaster Declarations such as DR 4245-Texas Severe Storms, Tornadoes, Straight-line Winds, and Flooding and DR 4332-Texas Hurricane Harvey, and over 20 non-disaster mitigation awards.
- Providing expertise in negotiation, preparation, and administration of grants and agreements, interpreting the impact of new laws and regulations for compliance of grant lifecycle to include pre-award, award phase, post award, and closeout. Gathering and analyzing information and interpreting findings, preparing documentation for management decision and approval on matters such as cost-share agreements, interagency agreements, intra-agency agreements, and memoranda of understanding and the laws and regulations pertaining to such instruments in monitoring within Period of Performance (POP), Period of Availability (POA), and Closeout Liquidation Period (CLP). Serves as subject matter expert and point-of-contact for conformance to FEMA's Closeout Requirements and Records Retention Policy, and achieves resolution of issues related to non-compliance.

- Reviews, assists, interprets Notice of Funding Opportunities (NOFO) announcements of disaster and nondisaster awards. Determines awardee eligibility using formulas, methodology, and established eligibility criteria, such as competitive factors. Performs programmatic reviews, analyses of elements of cost, coordinating with technical experts, prepares Request for Information (RFI) and technical queries on applications, and requests of budget and Scope of Work (SOW) modifications.
- Implements grant changes, budget changes to include de-obligating funds and/or awarding additional funds. Achieves full range of responsibilities, establishing performance measures that supports monitoring, establishing milestones, and assessing recipient performance. Prepares final closeout packages to include the closeout letter, and special conditions, and coordinates reviews and closes out of grant awards with State officials.
- Working in partnership with federal, State, Tribal, and local government representatives in the administration of Federal grants. Developing job aids for state partners, stakeholders, subrecipients on application development on various project types, providing training for agency's suite of grants management information systems, NEMIS, FEMA GO, eGRANTS, and systems support for both financial and programmatic grants management staff.
- Performing statistical analyses and financial performance reviews, tracking trends and patterns and distributing to appropriate staff. Reviewing proposed changes to existing regulations, providing feedback, and analyzing comments. Evaluating proposed legislation to determine the potential impact on the FEMA grants and agreements program and remains current on changes in policy, regulations, and legal authorities.
- Working in partnership with federal, State, Tribal, and local government representatives in the administration of Federal grants. Developing job aids for state partners, stakeholders, subrecipients on application development on various project types, providing training for agency's suite of grants management information systems, NEMIS, FEMA GO, eGRANTS, and systems support for both financial and programmatic grants management staff.
- Providing technical assistance to internal and external customers on grant projects and services. Serving as a liaison between the branches in Grants Program Directorate, various program offices across FEMA and DHS, such as Public Assistance (PA) and Individual Assistance (IA).

Hazard Mitigation Grants Management Specialist (October 2021 – November 2022)

State of California Office of Emergency Services | FEMA Tier 2 Clearance

- Oversaw, reviewed, analyzed, evaluated, and managed over 30 mitigation grants /assistance applications obligated over \$12.6 million in projects and plans for Major Disaster Declarations such as DR 4407 – California Wildfires and DR 4434 – California Severe Winter Storms, Flooding, Landslides, and Mudslides. Gathered, analyzed, interpreted, and prepared grant subapplication documentation for management's decision and approval. Managed, coordinated, and accomplished full range of complex team assignments related to administration of FEMA's HMGP, BRIC, PDM, FMA, and FMAG. Negotiated terms and conditions of grant awards with subapplicants such as plans, estimates, cost schedules, and oversight responsibilities. Interpret laws, regulations, codes, and policies related to grant management.
- Interpreted and administered final award packages to subrecipient to include award letter, agreement articles and special conditions, and obligating document. Analyzed financial data related to grant awards to ensure recipient compliance with reporting requirements and applicable laws and regulations. Reviewed grant subapplications in accordance with regulations and policies. Consulted subrecipients on development of grant investment justifications, application and administration of grant awards, spending, monitoring and closing out of grants. Conducted analysis and risk assessments of grant subrecipients and preparation of fiscal year monitoring schedules. Interpreted FEMA-issued Request for Information (RFI) or other technical queries. Conducted audit finding resolutions.

- Coordinated with internal and external stakeholders to ensure grants program support. Administered and monitored full lifecycle federal grants from application through closeout to ensure compliance. Interpreted policies and regulations in the development, negotiation, and review of program award project's scope of work (SOW) ensuring eligibility and compliance with federal laws and program regulations. Analyzed data to make recommendations, prepared reports, and issued results. Conducted briefings, technical assistance training sessions, orientation webinars, and program consultations.
- Conducted post-award reviews and analyses to identify management, financial, and administrative issues. These included grant funding eligibility, requests for reimbursement; Damage Survey Reports (DSRs)/Project Worksheets (PWs); quarterly reports; final inspection reports; appeals; fiscal reports, and funding status. Served as a liaison between government and subrecipient jurisdiction, including Tribal.
- Reviewed and prepared final close out packages to include closeout letter, any special conditions, and coordinated reviews and closing out of grant awards with State and Tribal officials. Oversaw, reviewed, analyzed, and evaluated mitigation grants / assistance closeout packages. Served as subject matter expert and point-of-contact for conformance to FEMA's Closeout Requirements and Records Retention Policy.
- Conducted post-award monitoring activities to ensure funds were used accordingly with applicable laws and regulations.
- Assisted in training new analysts and support staff. Reviewed and approved work products of other staff to ensure consistency and compliance with federal and state grant program requirements. Provided technical assistance to state advisory committees and tasks forces. Participated in and conducted presentations, workgroups, and trainings with a variety of audiences. Attended various stakeholder meetings and conferences (including webinars) to stay current on relevant issues.
- Reviewed, analyzed, and delivered solutions regarding complex and sensitive issues including funding requests, report tracking, fiscal reports, program questions, and a variety of telephone and written inquiries. Resourced between applicants and other staff within the Recovery Division for FEMA Public Assistance (PA) disaster grant on damage assessments, disaster surveys, and public assistance recovery operations. Managed quality control, evaluate situations accurately, take effective action, and apply knowledge of policies and procedures within Office of Emergency Services (CalOES).
- Developed, reviewed, analyzed, monitored, tracked, and validated issue briefs, memorandums, SMART objectives, and funding recommendations. Proficient use of FEMA GO, NEMIS, Lotus Notes, Excel, and other Microsoft Office suite applications. Managed and updated various electronic databases, dashboards, tables, charts, and systems.
- Managed a variety of analytical and administrative responsibilities of complex difficulty and confidential issues at various levels including handling special projects and executive-level assignments.
- Creatively and logically analyzed and resolved complex governmental matters; researched, gathered, and analyzed multifaceted data to develop and evaluate options for a variety of program-related areas; resented recommendations to management on alternatives; effective in an environment with demanding and changing priorities.

Non-Profit Security Grants Program Specialist (March 2020 – October 2021)

State of California Office of Emergency Services

- Accomplished full grant cycle through subapplication review, award obligation, monitoring, funding requests, reporting, and closeout for Nonprofit Security Grant Program (NSGP) within Department of Homeland Security (DHS). Managed a variety of complex, technical, and varied analytical and evaluative activities to include processing reimbursements, modifications, and amendments.
- Independently reviewed, analyzed, processed, and prepared responses to complex forms, documents, and correspondence with subapplicants on NSGP program. These include applications for funding, reimbursement,

budget detail worksheets, quarterly or periodic reports, fiscal reports, and variety of telephone and written inquiries into application, program, and funding status. Ensured consistency in processing of correspondence and compliance with applicable federal and state laws, regulations, and policies and ensure program deadlines are met.

- Conducted research and analysis to complete reports of programmatic, policy, or fiscal classification and developed plans, procedures, and training materials as necessary. Researched issues related to eligibility and payments, compiles spreadsheets and fiscal tracking requirements for bi-weekly performance reports, quarterly grant status reports for management.
- Administered informational and instructional presentations, workshops, webinars, and training materials to nonprofit organizations and a variety of 501(c)(3) audiences located within Urban Area Security Initiative (UASI) designated high-risk areas. Managed and provided technical assistance to subrecipients with the Financial Management Forms Workbook (FMFW) and submission of Biannual Strategy Implementation Report (BSIR).
- Served as primary point of contact for subrecipients on routine, significant, and complex issues relating to federal security grant program. Monitored, received, coordinated, and responded to telephone and written inquiries from subrecipients on both programmatic and financial issues. Gathered accurate information and processed reimbursement requests and coordinated with accounting and budgeting offices to draw down funds and reconcile accounts.

Mission Resource Tasking Support (Operational Readiness Team)

State of California Office of Emergency Services

- Managed central functions vital to the support of coordinated State Operations Center (SOC) operations, performing a broad range of analytical, monitoring, and documentation tasks requiring the dissemination of essential elements of information necessary for the coordination of emergency resource request activities.
- Case management resource to CalOES leadership and emergency response/recovery partners. Validated completed staff work with effective communication skills while working in collaboration with local, tribal, State, and federal partners.
- Collaborated with State agency representatives to fill resource requests, generated mission IDs, independently coordinated flow of mission tasking, task appropriate State agency in CalOES case management system, i.e. CalEOC and Salesforce, monitor and track critical requests, update systems with relevant notes and statuses.
- Maintained situational awareness with SOC procedures during evolving operational environment, developed working comprehension of various authorities including the Standardized Emergency Management System (SEMS), California State Emergency Plan (SEP), and Incident Command System (ICS).
- Liaison for mission tasking between the SOC and various response partners. Delivered customer service to internal and external clients, collaboratively work toward common objectives with agency partners in person, email, and by telephone. Received, analyzed, communicated, and disseminated inquiries submitted to the SOC for needed resources. Reported verbally and in writing on all resource requests and related activities.

ADDITIONAL EXPERIENCE

Talent Acquisition Specialist | VSP Global

Senior Human Resources Generalist and Senior Talent Acquisition Specialist | One, Inc.

Human Resources & Talent Acquisition Manager and Account Program Manager | Stanfield Systems

Human Resources Analyst | Los Rios Community College District

Employee & Labor Relations Specialist

Erojet Rocketdyne

Human Resources Manager and Talent Acquisition Manager | Inductive Automation

Air Force Recruiter and Recruiting Operations Manager | United States Air Force

17 YEARS OF
EXPERIENCE

Area of Expertise

Program and Project Management

HMA Subject Matter Expert

FEMA BCA Subject Matter Expert

Mitigation Planning

CDBG-DR Mitigation Specialist

Federal Procurement Standards

Grants Management

Project Scoping

Education

University of Maine-Orono, Bachelor
of Arts in Philosophy

EXPERIENCE SUMMARY

Mr. Sines is a seasoned hazard mitigation specialist with over 17 years of experience in the emergency management field. As part of Tetra Tech's Disaster Recovery Team, he specializes in the development of benefit-cost analyses (BCAs) incorporating state of the art strategies to include quantifiable benefits to demonstrate economic feasibility of federally and locally funded projects. He also specializes in data management and web-based application development projects that help simplify and streamline the collection and analysis of information required for grant application development.

He has extensive expertise in federal grants and long-term recovery, having worked as a disaster reservist for FEMA from 2006-2015 and as a private sector consultant for multiple consulting firms. In addition to developing BCAs, throughout his career Mr. Sines has provided community education and outreach, grants technical assistance, planning outreach, grants management, application review, and substantial damage estimation. He has been a team lead for several FEMA acquisition and demolition programs, as well as a project specialist for various HUD and hazard mitigation grant program applications. With his combined knowledge of federal grant administration and local municipal administration, Mr. Sines guides his clients through the federal procurement process to ensure they are reimbursed for all eligible expenses related to their grants. He also helps guide clients through all phases of the federal grant application life cycle, from project scoping through to close-out. **Mr. Sines has engaged with clients throughout the disaster recovery lifecycle across various disaster events, including the 2020-2021 Wildfires in Oregon, Hurricane Sandy, Hurricane Harvey, and Hurricane Maria in Puerto Rico.**

RELEVANT EXPERIENCE

FEMA Hazard Mitigation Assistance and Benefit Cost Analysis

Mr. Sines has prepared competitive mitigation grant applications and fully documented FEMA BCAs in accordance with the FEMA benefit-cost methodology since 2014. These successful BCAs and applications have resulted in millions of mitigation dollars awarded to jurisdictions across the U.S. The range of these analyses includes small projects to evaluate loss on a single structure to very complex analyses that assess loss avoidance on hundreds of properties, as well as critical facilities and infrastructure. Mr. Sines' recent BCA and HMA work performed includes:

State of Oregon: Wildfire Mitigation (2019 – 2020)

Mr. Sines completed and submitted an HMGP application and BCA for wildfire mitigation on behalf of the City of Talent, Oregon.

FEMA Hazard Mitigation Technical Assistance Program (HMTAP) Contractor (2023 – Present)

Tetra Tech is a FEMA Region 5, 6, 7 Hazard Mitigation Technical Assistance Program contractor as the Alliance for Resilience Mitigation (ARM). Mr. Sines is part of the joint venture team performing technical reviews of BCAs to support HMGP funding across the three FEMA regions.

State of Connecticut, HMGP Application and BCA Review (2022 – Present)

Mr. Sines was part of a Tetra Tech team hired by the State of Connecticut to review HMGP project applications and BCAs. Mr. Sines was responsible for reviewing 12 application packages with all supporting documentation and participated in technical assistance calls with the sub applicants.

State of Utah, BCA Review (2023 – Present)

Mr. Sines reviewed and provided recommendations for seven 404 BCAs and one 406 BCA for the State of Utah's Hazard Mitigation Grant Program. He helped sub applicants address issues and participated in technical assistance calls to answer questions.

State of Iowa: BRIC Subject Matter Expert (2022 – 2023)

Mr. Sines was the lead analyst on a team hired by the State of Iowa to evaluate their administration of FEMA's BRIC program. He acted as the subject matter expert for hazard mitigation, reviewing old BRIC applications, interviewing staff, drafting technical reports, and providing technical assistance and recommendations for BRIC applicants in Iowa. He also helped evaluate the states building codes and provided recommendations on how to strengthen them.

State of Florida, Hurricane Ian/Nicole HMGP (2023 – Present)

Mr. Sines is the BCA subject matter expert on a Tetra Tech team assisting multiple Florida communities apply for HMGP funding. He is currently helping the cities of Fort Meyers, Cape Coral, Orlando, South Daytona, and Sanford. The team helps sub applicants develop their HMGP applications and BCAs.

Toho Water Authority, FEMA BRIC Support (2022 - Present)

Mr. Sines has partnered with Tetra Tech's IEW group in Orlando, Florida to assist the Toho Water Authority in their efforts to apply for HMGP under Hurricane Ian. He organized the effort to complete the application, advised the Water Authority on federal procurement policy, and personally completed the HMGP application and benefit cost analysis.

Suffolk County, New York: The Suffolk County Coastal Resiliency Initiative (2019 – 2020)

Mr. Sines served as the Phase two BCA subject matter expert for this massive HMGP project, totaling over \$300 million dollars. He researched the economic and environmental losses associated with nitrogen intrusion into Great South Bay and used that data to help determine cost-effectiveness for the project. The project was approved by FEMA in 2021.

The Village of Island Park, New York: The Village of Island Park Flood Mitigation Project (2019 – 2020)

Mr. Sines served as the Phase two BCA subject matter expert for this important HMGP project, totaling \$42 million dollars. The small village in Nassau County, NY suffered from severe, coastal residential flooding. The FEMA approved project funded the cost to install tide valves, which prevent residential properties from flooding.

Upstate New York FEMA Buyout Lead: Hurricane Sandy/Tropical Storm Irene (2014 – 2015)

Mr. Sines acted as the Upstate New York Buyout Lead as a consultant for the Governor's Office of Storm Recovery (GOSR) after Hurricane Sandy. He led the outreach effort in Upstate New York, convincing communities, and homeowners to participate in a FEMA-funded residential buyout program. Mr. Sines organized and led outreach efforts, educated community leaders, educated homeowners, organized, and protected personally identifiable information, prepared the HMGP applications, and completed any required BCAs for the project. Twelve of the fourteen communities that applied for HMGP were approved for funding, resulting in dozens of homes being removed from the flood plain.

State of Texas as FEMA HMTAP contractor (2018 – 2019)

Mr. Sines supported post-Hurricane Harvey FEMA grant application and BCA reviews across the State of Texas. He also visited communities personally across Harris County to provide direct technical assistance directly to the effected communities.

State of Texas: COVID HMGP (2019 – 2020)

Mr. Sines completed HMGP applications and BCAs for a home elevation project in Aransas Pass, and for an emergency generator in San Patricio County.

FEMA Disaster Reservist, Region One (2006 – 2015)

Shortly after college, Mr. Sines was employed as a FEMA Disaster Reservist. He completed dozens of FEMA-accredited emergency management trainings, mentored under the State of Maine's State Hazard Mitigation Officer, and traveled all over the country responding to presidentially declared natural disasters. During his tenure, he worked in various capacities, including Hazard Mitigation Grants Specialist, Hazard Mitigation Planner, BCA Analyst, and HMA Specialist. He performed various duties, such as community education and outreach, grants technical assistance, planning outreach, grants management, application review, and substantial damage estimating.

Hazard Mitigation Specialist – Private Sector Consultant

H2O Partners (2014–2022)

- Hurricane Sandy. As Upstate NY Buyout Team Lead, Mr. Sines led a FEMA acquisition/demolition program in upstate NY after Hurricane Sandy. 14 applications approved.
- BCA Analyst for Suffolk County Coastal Resiliency Initiative and the Village of Island Park Flood Mitigation Project
- Hurricane Harvey. FEMA HMTAP – Worked as part of a FEMA HMTAP team in Texas following Hurricane Harvey.
- HUD CDBG Project Specialist – Was a CDBG-DR Project Specialist in Austin, Texas following the HUD allocation for Hurricane Harvey. Reviewed dozens of project application and provided technical assistance to the Texas General Land Office.

Wilson & Associates (2020–2022)

- 2020-2021 Wildfires, Oregon Office of Emergency Management. HMGP Application development for several wildfire mitigation projects in Talent, Oregon.
- 2021 BRIC- City of Excelsior Springs, MO. Submitted an application to BRIC for the Excelsior Spring City Hospital Microgrid.

Hagerty (2020–2021)

- California Office of Emergency Services. Inland Unit. HMA technical assistance and grants management.

Enovate Engineering (2022)

- Hurricane Maria, Puerto Rico. HMGP application development and technical assistance.

Housing and Urban Development – CDBG-DR Hazard Mitigation Specialist

Mr. Sines also has experience as a Hazard Mitigation Specialist under HUD's CDBG-DR program. He spent two years in Austin, Texas assisting the Texas General Land Office in administering over \$1 billion dollars of disaster relief funds provided to the state after Hurricane Harvey.

Austin, Texas: Texas General Land Office. Hurricane Harvey (2019 – 2021)

Mr. Sines reviewed dozens of CDBG-DR applications for disaster relief, confirmed National Objectives, researched project benefitting areas, and provided technical assistance to the GLO grant managers. He also completed over a dozen procurement reviews to ensure that all procurement activities complied with 2 CFR 200.

20 YEARS OF
EXPERIENCE

Areas of Expertise

Disaster Debris Monitoring
Emergency Management
Management/Project
Management
Federal Construction

Grant Experience

FEMA Public Assistance (PA)

Special Skills

Fluent in Spanish

Education

Mississippi College, Bachelor of
Science

EXPERIENCE SUMMARY

Ms. Katie Taylor has over 20 years of experience managing various sectors of the disaster/construction industry. Her expertise includes federal/military construction, state government such as, Florida Department of Transportation (FDOT) and the Florida Department of Environmental Protection (FDEP), and emergency management and response. Katie has completed millions of dollars of federal projects from building construction, remodeling, painting, demolition, to infrastructure including roadway projects as well as large scale asbestos abatement projects. Katie has served as a part of the Project Management team with Tetra Tech for Hurricanes Irma, Michael, Florence, Laura, Delta, Zeta, and most recently Hurricane Ida in Louisiana. She has also managed the cleanup efforts following severe flooding in Louisiana, as well as tornadoes that impacted Alabama.

RELEVANT EXPERIENCE

Project Manager

As Project Manager, Katie is responsible for implementation of the specific programs tasked by the City or County. She is also responsible for program oversight, task order preparation, forecasting, and quality assurance.

- Leon County, FL – Hurricane Idalia, 2023
- City of Lake Charles, LA – Hurricane Laura (PPDR Project), 2022
- Calcasieu Parish, LA – Severe Storms, Tornadoes, and Flooding, 2021
- Calcasieu Parish, LA – Hurricane Laura, 2021
- City of Gulfport, MS – Hurricane Zeta, 2021
- Baldwin County, AL – Hurricane Sally, 2021
- City of Covington, LA – Hurricane Ida, 2021
- Tangipahoa Parish, LA – Hurricane Ida, 2020-2021
- City of Sulphur, LA – Hurricane Laura, 2020
- Town of Vinton, LA – Hurricane Laura, 2020
- Okaloosa County, FL – Hurricane Sally, 2020

Regional Project Manager

As a Regional Project Manager, Katie is responsible for communicating with the respective communities, scheduling debris removal operations, ensuring that debris and documentation remains segregated, and communication with City and County staff.

- Polk County and Highlands County, FL – Hurricane Ian, October 2022-June 2023

Regional Operations Manager

As a Regional Operations Manager, Katie is responsible for the implementation of Tetra Tech's work plans, dispatching field personnel, staffing, safety, field logistics,

and training. She verifies eligibility, compliance, and collection and disposal operations oversight and coordinate directly with our project manager daily with progress reports and on specific issues.

- City of Parker, FL – Hurricane Michael, 2018-2019
- City of Springfield, FL – Hurricane Michael, 2018-2019
- Bay County, FL – Hurricane Michael, 2018-2020
- Florida Dept. of Environmental Protection – Hurricane Michael, 2018

Operations Manager

As an operations manager, Katie was responsible for overseeing and documenting the final processing of all debris. She coordinated with the debris haulers to ensure the appropriate crew numbers were allotted to meet timelines. In addition to training debris monitors, she oversaw truck certifications, field activities, and disposal operations; oversaw truck certifications; established staffing schedules, logistics, and asset management; and provided project oversight across multiple projects.

- City of New Bern, NC – Hurricane Florence, 2018
- Polk County and Highlands County, FL – Hurricane Irma, 2017-2018



13 YEARS OF
EXPERIENCE

Areas of Expertise

Disaster Debris Management
Right-of-Way Debris Removal
Private Property Debris Removal
Disposal Operations
Quality Assurance Initiatives
FEMA Compliance Monitoring
Supervision of Field Operations
Operational Scheduling and Dispatch
Hazardous Tree Removal
Category A documentation and Eligibility Requirements

Education

Pensacola State College
Associate of Arts, General Studies

EXPERIENCE SUMMARY

Mr. Matt Mooneyham has been a capital projects manager in various sectors for more than 12 years. He has experience in a variety of disciplines including commercial construction, residential construction, local government infrastructure, federal government construction, and emergency management and disaster response.

He has completed millions of dollars of infrastructure projects including housing, road and bridge, storm water, other large-scale capital projects. He has an in-depth of understanding of FEMA guidelines and compliance having served as project manager following several disasters, including Hurricanes Zeta, Sally, Michael, and Irma, as well as flooding events.

Matt was selected for this project because of his in-depth experience responding to large-scale disasters around the nation. He is equipped to lead teams across large areas in a way that is efficient and compliant with all regulations.

RELEVANT EXPERIENCE

Regional Project Manager

Tetra Tech, Inc.

As a Regional Project Manager, Matt supports the Project Managers that are dedicated to each project. He coordinates debris removal efforts with the clients, contractors, and program managers across multiple projects to make the best use of resources. Due to his stellar performance, Matt often supports previous clients, such as the City of Lake Charles, when the City finds itself in a position of need.

- Leon County and City of Tallahassee, FL – Severe Storms, 2024-Present
- State of Colorado and the City of Denver, CO – Migrant Shelter Operations, 2023-2024
- Leon County, FL – Hurricane Idalia, 2023
- City of Rolling Fork, MS – Tornadoes, 2023
- Sharkey County, MS – Tornadoes, 2023
- Bibb County, AL – Tornado, 2021
- City of Lake Charles, LA – Severe Storms, 2021
- Tangipahoa Parish, LA – Hurricane Ida, 2021
- City of Diamondhead, MS – Hurricane Ida, 2021
- City of Gulfport, MS – Hurricane Ida, 2021
- City of Lake Charles, LA – Hurricane Laura, 2020
- City of Westlake, LA – Hurricane Laura, 2020
- Town of Iowa, LA – Hurricane Laura, 2020
- City of DeQuincy, LA – Hurricane Laura, 2020

Project Manager

Tetra Tech, Inc.

Matt has provided project implementation and oversight and served as the primary point of contact for client staff, contractors, and FEMA representatives. He also oversaw operations and the hiring and training of local debris monitors, where he was deployed for project setup and to establish field operations.

- City of Nashville, TN – Tornadoes, 2023-2024
- AshBritt (Tetra Tech as subcontractor) – Hurricane Idalia, 2023
- Highlands County, FL – Hurricane Ian, 2022-2023
- City of Pensacola, FL – Hurricane Sally, September-November 2020
- Linn County, IA – Severe Storms and Straight-Line Winds, August 2020-January 2021
- City of Springfield, FL – Hurricane Michael, October 2018-May 2019
- City of Parker, FL – Hurricane Michael, October 2018-May 2019
- City of Callaway, FL – Hurricane Michael, December 2018-May 2019
- City of New Bern, NC – Hurricane Florence, September-October 2018
- Polk County, FL – Hurricane Irma, October 2017-May 2018
- Highlands County, FL – Hurricane Irma, October 2017-May 2018

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EXHIBIT C
FEDERAL PROVISIONS

**FEMA CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED
BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

REMEDIES

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than \$10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) **Contractor must complete enclosed certification**

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post

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copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. *Minimum wages.*

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- i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- 2) The classification is utilized in the area by the construction industry; and
- 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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- i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. *Withholding.*

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and basic records.*

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number).

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The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- 1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. *Apprentices and trainees-*

- i. *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not

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individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- ii. *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
 - iii. *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
5. *Compliance with Copeland Act requirements.*
The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. *Subcontracts.*

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The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (I) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. *Contract termination: debarment.*

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. *Compliance with Davis-Bacon and Related Act requirements.*

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. *Breach.*

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. *Disputes concerning labor standards.*

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

11. *Certification of eligibility.*

- 1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(I).
- 2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(I).
- 3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized

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representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- 4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*
- (2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 240l (d)) must also occur during the period of *contract* performance.
- (3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.
- (6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3} of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive,

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nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

- (1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.
- (2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.
- (3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- (4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention-

- (1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.
- (2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.
- (3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

- (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.

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- (2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
 - (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.
- (f) *Contractor Action to Protect the Government's Interest*
- (1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to
 - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and
 - (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
 - (2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (i), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
 - (3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
 - (4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the invention."
- (g) *Subcontracts*
- (1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
 - (2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a

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contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including

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Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

CONTRACTOR

Tetra Tech, Inc.

2301 Lucien Way, Suite 120

Maitland, FL 32751

CLIENT

City of Bay St. Louis

688 Highway 90

Bay St. Louis, Mississippi, 39520

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

CLEAN AIR ACT

(For all awarded contracts with a value greater than \$150,000.00)

- (m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (o) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(For all awarded contracts with a value greater than \$150,000.00)

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

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DEBARMENT AND SUSPENSION

Contractor must complete enclosed certification

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

(For all awarded contracts with a value greater than \$100,000.00. **Contractor must complete enclosed certification**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more 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 recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or

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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.)

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b) Meeting contract performance requirements; or
 - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

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The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

COPYRIGHT AND DATA RIGHTS

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

BUILD AMERICA, BUY AMERICA ACT

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act ("BABAA") shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

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BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Tetra Tech, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

9/16/2024

Date

2024 PROFESSIONAL SERVICES AGREEMENT
FEDERAL GRANT ADMINISTRATIVE SERVICES


DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor, Tetra Tech, Inc., certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.



Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

9/16/2024

Date

2024 PROFESSIONAL SERVICES AGREEMENT
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CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by

2024 PROFESSIONAL SERVICES AGREEMENT
FEDERAL GRANT ADMINISTRATIVE SERVICES

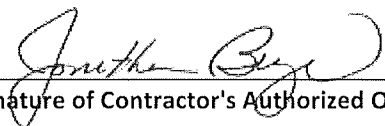
rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.



Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

9/16/2024

Date

2024 PROFESSIONAL SERVICES AGREEMENT
FEDERAL GRANT ADMINISTRATIVE SERVICES

BUILD AMERICA BUY AMERICA ACT SELF-CERTIFICATION

The undersigned certifies, to the best of their knowledge and belief, that: The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." section 70914 of Public Law No. 117-58, §§ 70901-52. The undersigned certifies that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Contractor, Tetra Tech, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

9/16/2024

Date

2024 PROFESSIONAL SERVICES AGREEMENT
FEDERAL GRANT ADMINISTRATIVE SERVICES

EXHIBIT D

Addendum to City of Bay St. Louis Contracts 2024 Professional Services Agreement Federal Grant
Administrative Service attached

**Addendum to City of Bay St. Louis Contracts
2024 Professional Services Agreement
Federal Grant Administrative Services**

This Addendum between the City of Bay St. Louis, Mississippi (“CLIENT”) and Tetra Tech, Inc. (“CONTRACTOR”) is an integral part of the contract. CONTRACTOR acknowledges that CLIENT is a governmental entity and is subject to the laws of the State of Mississippi governing actions of governmental bodies. CONTRACTOR further acknowledges that CLIENT does not waive, relinquish or forfeit any of the rights, benefits, protections, guaranties or prohibitions that may be provided under any law, statute, regulation or policy. The parties agree that this Addendum is incorporated into the contract and agree that should any provision of the contract conflict with this Addendum, the terms of the Addendum control.

1. CLIENT contracts are governed by the laws of the State of Mississippi. Any provision that purports to set venue outside of the State of Mississippi is deleted.

U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940);
Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak
(November 19, 2005).

2. CLIENT does not waive its sovereign immunity. CLIENT shall only be responsible for liability resulting from the negligent actions of its officers, agents, and employees acting within the course and scope of their official duties.

Miss. Code Ann. § 11-46-1, et seq.

3. CLIENT does not waive its Constitutional Eleventh (11th) Amendment immunity.

U.S. Const. Amend. XI.

4. Any reference to CLIENT waiving its right to a trial by jury are deleted.

Miss. AG Op., Chamberlin (October 18, 2002).

5. CLIENT does not agree to any provisions wherein the credit of the State of Mississippi is pledged or loaned in aid of any person, association, or corporation.

Miss. Const. Art. 14 § 258; Miss. AG Op., Stringer (January 25, 2006).

6. Any reference to payment of attorney's fees by BSL are deleted.

Miss. AG Op., Nowak (January 23, 2009); Miss. AG Op., Stringer (January 25, 2006).

7. CLIENT does not agree to pay extra compensation, fees, or allowances after service rendered or contract made, or for any payment not authorized by law.

Miss. Const. Art. 4, § 96; Miss. AG Op., Stringer (January 25, 2006).

8. Any references to CLIENT limiting CLIENT's damages to the contract price or any other set amount are deleted.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

9. Any references to CLIENT indemnifying or holding harmless the CONTRACTOR or any other party are deleted, except to the extent permitted by Mississippi law.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

10. Any provisions limiting the time for CLIENT to pursue legal action are deleted.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

11. Any reference to CLIENT waiving any cause of action it may have against CONTRACTOR or any other party as a result of CONTRACTOR's breach of the contract, or CONTRACTOR's own negligence or willful misconduct or the negligence or willful misconduct of CONTRACTOR's employees or agents are deleted.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

12. Any reference to CLIENT limiting damages, remedies or waiving any claim are deleted.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

13. Any provisions giving the CONTRACTOR exclusive control over litigation are deleted. CLIENT does not agree that CONTRACTOR may represent, prosecute or defend legal actions in the name of CLIENT.

14. Any references to CLIENT submitting to binding arbitration are deleted.

Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002)

15. With the exception of any expressed limitation of remedies for breach of implied warranties of merchantability and fitness for a particular purpose concerning computer software and services performed on computer hardware and computer software, which are sold between merchants, any provisions which would limit the CONTRACTOR's liability to CLIENT or allow CONTRACTOR to waive any applicable warranties (express or implied) are deleted.

Miss. Const. Art. 4 § 100; Miss. Code Ann. §75-2-719; Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Chamberlin (October 18, 2002); Miss. AG Op., Long (February 22, 2009).

16. Any references to CLIENT limiting or waiving any common law warranty are deleted, except as permitted by Mississippi law.

Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

17. CLIENT does not make any warranty.

Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

18. CLIENT will deliver payments to CONTRACTOR. Any provision that requires CLIENT pay CONTRACTOR any late charges is governed by Miss. Code Ann. § 31-7-305.

19. CLIENT is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1, et seq., and the Mississippi Accountability and Transparency Act of 2008, Miss. Code. Ann. § 27-104-151, et seq.

20. CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, et seq., and will register and participate in the status verification system for all newly hired employees. Any provision penalizing CLIENT for hiring an employee who works for the CONTRACTOR is deleted.

21. The continuance of any CLIENT contract is based on the availability of funds. Should there be no funds available for any succeeding funding period; the contract will be cancelled as of the end of the funding period with no further obligation on the part of CLIENT. This contract is cancellable with thirty (30) days' notice to the CONTRACTOR at the end of the fiscal period in the event funds are not appropriated by the funding authority. (Any property covered by a lease shall be returned to lessor).

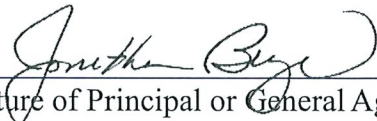
22. Any provision requiring CLIENT to name the CONTRACTOR as an additional insured is deleted.

23. Neither party may assign its rights or delegate its duties under the contract without the prior written consent of the other party, which shall not be unreasonably withheld.

24. CONTRACTOR recognizes that CLIENT, as a political subdivision of the State of Mississippi, enters into this contract only to the extent authorized by Mississippi law.
25. CONTRACTOR acknowledges that the individual executing the contract on behalf of CLIENT is doing so only in his/her official capacity only, and to the extent that any provision contained in the contract exceeds his/her authority, CONTRACTOR agrees that it will not look to that individual in his/her personal capacity or otherwise seek to hold him/her individually liable for exceeding such authority.

TETRA TECH, INC.

By:


(Original Signature of Principal or General Agent)

NAME/TITLE

Jonathan Burgiel, Business Unit President

DATE:

9/16/2024

CITY OF BAY ST. LOUIS, MISSISSIPPI



By:

Michael J. Favre, Mayor

DATE:

9-18-24



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|---|---------------------------------------|
| PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA | CONTACT NAME: | |
| | PHONE (A/C. No. Ext): (866) 283-7122 | FAX (A/C. No.): (800) 363-0105 |
| INSURED Tetra Tech, Inc. 3475 E Foothill Boulevard Pasadena CA 91107-6024 USA | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | NAIC # | |
| | INSURER A: Allied World Surplus Lines Insurance Co | 24319 |
| | INSURER B: Zurich American Ins Co | 16535 |
| | INSURER C: | |
| | INSURER D: | |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES**CERTIFICATE NUMBER:** 570108155123**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|--|-------------------------|-------------------------|---|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X, C, U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | GLO181740605 | 10/01/2023 | 10/01/2024 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | BAP 1857085 05 | 10/01/2023 | 10/01/2024 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION | | | | | | EACH OCCURRENCE AGGREGATE |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | WC254061605 AOS WC185708705 WI | 10/01/2023 | 10/01/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 |
| A | Environmental Contractors and Prof | | | 03120276 Prof/Poll-claims Made Cov SIR applies per policy terms & conditions | 10/01/2023 | 10/01/2024 | Each Claim \$1,000,000 Aggregate \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Stop Gap Coverage for the following States: OH, ND, WA, WY. The City of Bay St. Louis, MS is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| City of Bay St. Louis 688 Highway 90 Bay St. Louis MS 39520 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i> |

Holder Identifier : 309

Certificate No : 570108155123

