STATE OF LOUISIANA

CONTRACT

PO# 2000453157

The State of Louisiana, Division of Administration, Office of Community Development, Disaster Recovery Unit, hereinafter sometimes referred to as "OCD" or the "State", and Henry Consulting, LLC, hereinafter sometimes referred to as the "Contractor", do hereby enter into a Contract under the following terms and conditions. Contractor and OCD may sometimes hereinafter be collectively referred to as the "Parties" and individually as a "Party."

1 GENERAL AND ADMINISTRATIVE INFORMATION

This agreement address the administrative, technical, engagement, outreach, policy, planning, scientific and related support services needed to help develop, facilitate, and implement the Watershed Initiative. In addition to the program previously referenced, support services may also be requested by OCD to accommodate other existing disaster recovery programs and resilience/mitigation programs, which OCD administers or is a stakeholder and/or other disaster recovery programs and other federally funded initiatives yet to be defined, including programs occurring as a result of past and future disasters. The Watershed Initiative and other programs yet to be defined are collectively known as the "Program".

1.1 SCOPE OF SERVICES

Contractor hereby agrees to furnish services to State as specified in the Scope of Services, Attachment I. It is contemplated that Contractor will, from time to time, be requested by OCD, through its State Program Manager (SPM), to perform certain services for OCD. Each request will be in the form of a document authorizing the completion of certain services (a "Task Order"). All services provided by the Contractor under any Task Order shall be governed by the terms and conditions of this Contract. A full description of the Scope of Services and payment schedule is contained in the following attachments which are made a part of this Contract:

Attachment I: Scope of Services

Attachment II: Rate Schedule

The execution of this Contract is not intended nor shall it be construed to obligate OCD to request any specific services or amount of services from the Contractor under any Task Order. OCD retains the right to request whatever scope or level of services as it deems appropriate under a Task Order, so long as the services are within the scope of and are subject to the terms, conditions and limitations of this Contract.

Each Task Order and any subsequent changes thereto shall be made in writing and signed by the Contractor and SPM prior to implementation. The Contractor will begin to provide particular services described in each Task Order as agreed upon between the Parties. The Contractor will perform all such services in a good and workmanlike manner and to the full and complete satisfaction of OCD.

1.2 GOALS AND OBJECTIVES

The goals and objectives under this Contract include the following:

1. To facilitate the development and implementation of a statewide, watershed-based floodplain management program.

2. To obtain Program services which meet OCD's business requirements.

1.3 PERFORMANCE MEASURES

The performance of this Contract will be measured by the SPM, who is authorized on behalf of the State to evaluate the Contractor's performance. The performance measures for this Contract shall include the successful performance and completion of Contractor's obligations as provided in this Contract and in each individual Task Order. Task Orders will be monitored monthly to measure progress toward finalizing deliverables and to measure that progress against the Task Order budget.

1.4 MONITORING PLAN

OCD will monitor the services provided by the Contractor under Task Orders and the expenditures of funds under this Contract. The SPM will be primarily responsible for routine contact with the Contractor and the monitoring of the Contractor's performance. Monitoring of performance under this Contract will be conducted through tracking of progress on Task Orders as well as through regular meetings between OCD and the Contractor and any additional monitoring plans and/or performance standards developed by OCD and agreed to by the Contractor.

Task Order progress tracking will be accomplished through monthly Task Order tracking reports submitted in conjunction with invoices that include the percent completion of the Task Order and the amount invoiced to date. Percentage of completion estimates may be confirmed by OCD by a review of deliverables received. Analysis and comparison of percent work complete and amount invoiced to date against the Task Order budgets for these items will provide the monitoring information necessary to ensure the continued successful performance of the Contractor. OCD will closeout completed Task Orders using a quality/quantity control process to ensure that the work has been properly completed and all deliverables have been received.

1.5 CONTRACTOR TASKS AND RESPONSIBILITIES

See Attachment I: Scope of Services

1.6 DELIVERABLES

Requests for services from OCD will come in the form of Task Orders, which will describe the scope of work, deliverables, budget, and schedule. The Contract will be considered complete when the Contractor has delivered and OCD has accepted all deliverables specified in this Contract and/or any issued Task Order(s).

1.7 SUBSTITUTION OF KEY PERSONNEL

Personnel identified in the proposal and other key personnel, including the Contractor's Program Manager, assigned during the term of this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is proposed. In the event that any Contractor personnel become unavailable due to resignation, illness or other factors which are beyond the Contractor's reasonable control, (excluding assignment to a project outside this Contract), the Contractor shall provide an equally qualified replacement in time to avoid delays in services or deliverables specified by this Contract or by the State Program Manager. The Contractor will make every reasonable attempt to assign the personnel listed in the submitted proposal.

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

The Contract shall begin on October 14, 2019 and shall end October 13, 2022, unless terminated earlier in accordance with the provisions herein. Prior to any extension of the Contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) and/or other approval authorized by law shall be obtained. Written evidence of JLCB approval shall be submitted, along with the Contract amendment, to the Office of State Procurement (OSP) to extend Contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract.

2.2 STATE FURNISHED RESOURCES

The State shall appoint a principal point of contact, a State Program Manager (SPM), for this contract. The SPM will provide oversight of activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned SPM shall be the principal point of contact for the Contractor's performance under this Contract.

The State may require the Contractor to utilize state furnished e-mail addresses for all activities conducted in association with the Program and require all or a portion of the electronic data and documents to be stored in State owned or controlled systems. The State may require that any website domains, phone numbers, and post office boxes utilized in connection with the Program be provided by the State or be assigned to the State or its designee at the termination of the Contract.

2.3 LICENSES AND PERMITS

Throughout the term of the Contract, the Contractor shall secure and maintain any and all licenses and permits required by law, as well as pay inspection fees required to perform the work required to complete this Contract.

2.4 SECURITY

Contractor's personnel and subcontractors shall always comply with any applicable security regulations in effect at the State's premises, and externally for materials belonging to the State or to the Program. The State is responsible for providing written copies of the State's security regulations to the Contractor. The Contractor is responsible for reporting any known breach of security to the State promptly.

Contractor shall monitor the effectiveness of all required and agreed upon production security controls and promptly notify the State's information security team as soon as becoming aware of an actual or suspected:

- system or application compromise; or
- control failure; or
- unauthorized access or modification of a State system, application, data, content, or service.

Note: State Information Security Policy located at the link below. http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx

2.5 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this Contract. Contractor's federal tax identification number is 95-4894255, DUNS number 192558901 and state tax identification number 4274619.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue (LDR) shall determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR prior to the approval of this Contract by the Office of State Procurement (OSP). The prospective Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to Agency so that the prospective Contractor's tax payment compliance may be verified. The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval and effectiveness of this Contract by OSP. Agency reserves the right to withdraw its consent to this Contract without penalty and proceed with alternate arrangements should the Contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with LDR within seven (7) days of such notification.

3 CONFIDENTIALITY

All financial, statistical, personal, technical and other data and information relating to the State's operation and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph.

The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Contract, or is rightfully obtained from third parties.

All of the reports, information, data, et cetera, prepared or assembled by Contractor under this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the OCD. This does not extend to information that was obtained from the public domain such as public agencies or sources of information available to the general public. Under no circumstance shall the Contractor discuss and/or release information concerning this project without prior express written approval of OCD.

The obligations under Section 3 and its Subsections shall survive the termination or expiration of the Contract.

3.1 CONFIDENTIAL INFORMATION OF APPLICANTS

All information (including, but not limited to, an applicant's photograph or photographic likeness) acquired by the Contractor or its Subcontractors, from whatever source, relating to individual applicant's application and related processing for any grant, or other program administered under this Contract ("Confidential Applicant Data") shall be deemed confidential and protected from access, disclosure or use other than in compliance with this Contract. Confidential Applicant Data is included within the term Confidential Information and shall be entitled to all protections provided Confidential Information, as well as all other increased protections provided herein.

Summaries of applicant information compiled in an aggregate fashion which cannot be used to identify an individual may be reported, as directed by the State, by the Contractor in its performance of this Contract.

Other than as directed in writing by the State, only the Contractor's employees and Subcontractors' employees with a defined need to know (established in the written protocols and procedures specified in Section 3.2 below) shall be granted access to Confidential Applicant Data and only after they have been informed of the confidential nature of the Confidential Applicant Data. The level of access of such individuals shall be dictated by the level of their defined need to know.

3.2 STATE'S PROCEDURAL REQUIREMENTS

The State has provided to the Contractor: (a) the State Information Security Policy and (b) the Procedures for Information Requests from The Road Home Database or Open Records Requests. As mutually agreed by the Parties, the Contractor shall implement these policies and procedures, including revisions thereto, as well as the Contractor's own policies and procedures and other appropriate technical, physical and administrative safeguards in order to protect Confidential Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure of access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of use. The Contractor shall submit its written policies and procedures required under this part to the State for approval. As the State may revise its policies and procedures, the Contractor shall continue to provide the necessary updates and upgrades for compliance with Section 3 and the Subsections thereof. The obligations under Section 3 are in addition to, and not in place of, the items outlined under Attachment I, Scope of Services.

3.3 DUTIES TO MONITOR AND REPORT SECURITY BREACH OR UNAUTHORIZED RELEASE, USE OR RELEASE OF INFORMATION

The Contractor and its Subcontractors shall implement monitoring plans to detect unauthorized access to or use of Confidential Information or any attempts to gain unauthorized access to Confidential Information. The Contractor and its Subcontractors shall provide the State Program Manager (SPM) with immediate notification (not more than 24 hours) of the Contractor's awareness of any security incident ("Security Incident") involving Confidential Information. The reference to Security Incident herein may include, but not be limited to the following: successful attempts at gaining unauthorized access to Confidential Information or the unauthorized use of a system for the processing or storage of Confidential Information, or the unauthorized us or disclosure, whether intentional or otherwise, of Confidential Information.

In the event of unauthorized access to or disclosure of information, the Contractor, as well as any Subcontractor, involved in a Security Incident, shall consult with the State regarding the necessary steps to address the factors giving rise to the Security Incident and to address the consequences of such Security Incident.

Nothing in this Contract shall be deemed to affect any rights an individual applicant may have under any applicable State or federal law concerning the unauthorized access, use or disclosure of Confidential Applicant Data.

3.4 THIRD PARTY REQUESTS FOR RELEASE OF INFORMATION

Should third parties request the Contractor to submit Confidential Information to them pursuant to a public records request, subpoena, summons, search warrant or governmental order, the Contractor will notify the State immediately upon receipt of such request. Notice shall be forwarded via e-mail and via facsimile to the representative designated in writing by the State as the State contact for requests for release of information. Protocols for the handling of such requests are found in the Procedures for Information Requests from The Road Home Database or Open Records Requests, as promulgated or as hereafter modified by the State. The Contractor shall cooperate with the State with respect to defending against any such requested release of information or obtaining any necessary judicial protection against such release if, in the opinion of OCD-DRU, the information contains Confidential Information which should be protected against such disclosure. The legal fees and related expenses incurred by the Contractor or its Subcontractor in resisting the release of information under this provision shall constitute reimbursable expenses under this Contract.

Legal service fees of law firms associated with this Section may not be "marked up" by the Contractor as it is against the law for a non-law firm to share in legal fees.

3.5 SUBCONTRACT AGREEMENTS

The Contractor shall require agreements with all Subcontractors include the provisions of Confidentiality, Section 3 and its Subsections. OCD shall be provided copies of such Subcontractor agreements upon request.

3.6 NON-CONFIDENTIAL DATA AND DATA OBTAINED FROM THIRD PARTIES

In the event Confidential Applicant Information is or becomes part of the public domain, other than as a result of a Security Incident, the Contractor and Subcontractors shall continue to treat such information as private and avoid the unnecessary use or release of such information unrelated to the performance under the Contract. The State agrees that some portions of Confidential Applicant Data may be obtained from insurance companies and other third parties.

3.7 LIMITATIONS ON COPYING: DELIVERY OF CONFIDENTIAL INFORMATION TO THE STATE; DESTRUCTION OF DATABASE; OBLIGATIONS AGAINST USE AND DISCLOSURE

No copies or reproductions shall be made of any Confidential Information except to effectuate the purposes of this Contract or upon the prior approval of the State. The Contractor and Subcontractors shall not make use of any Confidential Information for their own benefit or for the benefit of any third party, except as directed by the State in writing.

In accordance with Sections 30 of the Contract, as between the Contractor and the State, all Confidential Information is deemed to be the property of the State.

Upon termination of expiration of the Contract, all databases and other storage media containing Confidential Applicant Data shall be delivered to the State, who shall retain such information for the periods of time then required in accordance with any applicable state and federal statutes and regulations controlling such record retention. The Contractor and Subcontractors shall not keep any copies of the Confidential Applicant Data in any medium format; upon delivery of the Confidential Applicant Data to the State under this provision, the Contractor and applicable Subcontractors shall certify under penalty of perjury that no copies of the Confidential Applicant Data have been retained. Any exceptions to this provision must be approved in writing by SPM, and shall set forth the scope of the data required to be retained, the reasons justifying such retention, and the terms and conditions of such retention.

4 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

The Contractor will not be paid more than the maximum amount of the contract.

In consideration of the services required by this Contract, the State hereby agrees to pay to Contractor a maximum amount of $500,000.00.

4.1 PAYMENT TERMS

Payments are predicated upon successful completion and written approval by OCD of the described services and deliverables as provided in the Contract. Contractor will not be paid more than the maximum amount of the Contract. No payments will be made by OCD on banking or State holidays. Contractor shall notify the State Program Manager in writing when seventy-five (75%) percent of the maximum contract amount has been expended.

Invoices shall be submitted on a monthly basis using a standard invoice format approved by OCD. Invoices shall be organized so that services associated with each individual Task Order are clearly identified in separate detailed listings of charges. Invoices that include ODCs shall be accompanied by evidence of the actual costs including, but not limited to, vendor statements, payment records, or other acceptable evidence of the actual cost of the ODC. Contractor shall not attach any fee or "mark-up" to any ODC. The

SPM must approve all ODC's prior to cost being incurred. No additional expenses of any sort will be paid separately under the Contract. Only time and ODC's properly billed and approved by the OCD will be paid.

The maximum contract amount shall not be changed or amended by a Task Order.

As set forth in Task Orders, compensation shall be invoiced on a time basis. Time services will be invoiced in accordance with the Rate Schedule in Attachment II, Rate Schedule and shall not exceed the maximum amount set forth in individual Task Orders, unless a revision to the Task Order is approved by the OCD in writing. Services not authorized by a Task Order shall not be paid. Travel time will be paid at one half (½) of the appropriate hourly rate for required in-state travel approved by OCD. Travel does not include the normal operations of Contractor including travel to and from OCD facilities.

A penalty of $500 per day for each business day a required deliverable associated with a Task Order exceeds the agreed upon Task Order completion date will be assessed against accounts payable to the Contractor under this Agreement. The penalty shall be limited to the dollar amount for the deliverable delayed, agreed to by both the Contractor and OCD, or $10,000, whichever is less. The Contractor shall not be assessed a penalty for delays due to circumstances not subject to its control.

Payment of invoices must be approved by the Financial Manager of the Disaster Recovery Unit of OCD or his designee. The State will make every reasonable effort to make payments within thirty (30) work days of receipt of invoice. If invoices are disputed or clarifications are required, OCD will notify the Contractor of its questions and Contractor shall make a reasonable effort to respond to such questions within five (5) business days.

It is understood that should Contractor fail to submit invoices within sixty (60) days following the end of each month, the State shall not be responsible for payment thereof under this Contract or in quantum meruit, unless an exception is granted by the SPM prior to the expiration of the sixty (60) days. Any exception granted by the SPM may include a 25% reduction to the amount of the invoice submitted late.

Invoices shall be submitted to Office of Community Development, Disaster Recovery Unit, P. O. Box 94095, Baton Rouge, LA 70804-9095.

Prohibition against Advance Payments: No compensation or payment of any nature will be made in advance of Services actually performed and/or supplies furnished.

4.2 OTHER DIRECT COSTS

ODCs may include, by example: major supplies (i.e., charrettes or plots/mapping and other physical presentation materials, etc.); cost of outreach and other public events; approved in-state field travel that is not a normal part of Contractor's operations under the contract for these RFP services (per state PPM 49) (State does not anticipate any such travel); etc. Additional ODCs, if required, must be approved in advance of purchase by the SPM and the OCD Finance Manager.

Prior to purchasing or leasing with approval, any ODCs, the Contractor shall provide a list of ODCs to the SPM. The SPM will review that list and will either (a) authorize the Contractor to purchase, or lease the items or services and submit the expense for reimbursement (with proper documentation), or (b) deny the request. For any such purchases, the Contractor should obtain price quotations from a minimum of three (3) sources.

Invoices that include ODCs shall be accompanied by evidence of the actual costs including, but not limited to, vendor statements, payment records, or other acceptable evidence of the actual cost of the ODC. The Contractor shall not attach any fee or other "mark-up" to any ODC. The SPM must approve all ODC's prior to cost being incurred.

4.3 DISPOSAL OF ODC EQUIPMENT, LICENSES ETC.

The Contractor shall have any new contractual agreement to be paid as an ODC, including software licenses, assignable to the State at the termination of the Contract. The Contractor shall make timely and diligent efforts to have all existing contracts and software licenses amended, if necessary, to make the existing contract or software license assignable to the State at the termination of the Contract.

All items, movable or immovable, corporeal or incorporeal, which constitute Other Direct Costs under any part of the Contract or any exhibit thereto, or were otherwise paid by the State, which have not by their nature been entirely consumed by the date of the termination or expiration of the Contract, shall at the State's direction be delivered to the State, including but not limited to all furniture, equipment , and any unexpired licenses or contractual rights, which shall be assigned to the State or its assignee at the State's direction.

For any unexpired license or contractual right, in the event that the license or contractual right has been paid for by the State as an ODC but is not assigned to the State at the termination of the Contract, the Contractor must remit to the State the replacement cost at the time of Contract termination relating to the license or contractual right.

4.4 NO GUARANTEE OF QUANTITIES

The scope and quantities referenced in the Contract are estimated to be the amount needed. The State does not obligate itself to contract for or to accept more than its actual requirements during the period of this Contract, as determined by actual needs and availability of appropriated funds. The State reserves the right to increase or decrease quantities, as appropriate, at the unit prices stated in the Contract.

4.5 PENALTIES

For each deliverable due date in a Task Order agreed to by SPM and Contractor, a penalty of $500 per day will be assessed for each business day that the deliverable exceeds the agreed upon due date. The penalty will be assessed against accounts payable to the Contractor under this Contract. In the event that penalties exceed payments due to the Contractor, the Contractor shall remit the balance to OCD. The Contractor shall not be assessed a penalty for delays due to circumstances not subject to its control.

Penalties under this Section are for performance purposes and do not represent any form of damage payment.

5 TERMINATION

5.1 TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty

(30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in this Contract will constitute a default and may cause cancellation of the Contract. Where the State has determined the Contractor to be in default, the State reserves the right to obtain any or all products or services covered by the Contract on the open market and to charge the Contractor with cost in excess of the Contract price. Until such assessed charges have been paid, no subsequent offer from the defaulting Contractor will be considered.

Contractor may terminate this Contract for cause based upon the failure of State to comply with the terms and/or conditions of the Contract; provided that the Contractor shall give the State written notice specifying the State's failure. If within thirty (30) days after receipt of such notice, the State shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Contractor may, at its option, place the State in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in this Contract will constitute a default and may cause cancellation of the Contract. Contractor shall be paid for all authorized services properly performed prior to termination.

Any payment to Contractor shall be limited to the compensation provided in this paragraph. Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

5.2 TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed as required by the Contract. Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

5.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

6 INDEMNIFICATION

6.1 GENERAL INDEMNITY LANGUAGE

Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State of Louisiana, all state Departments, Agencies, Boards and Commission, its officers, agents, servants, employees and volunteers, from and against all suits, claims, actions, damages, expenses and liability of every name and description relating to personal injury or death of any person and damage, loss or destruction of any real or personal tangible property which may occur, or in any way grow out of, any act or omission of the Contractor, its agents, employees, servants, partners or subcontractors, without limitation, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims , demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all state Departments, Agencies, Boards, Commission, its officers agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

At the State's option, counsel providing the defense of the State shall be selected by the State.

6.2 INDEMNITY RELATING TO USE OF PROTECTED PROCESS OR PRODUCT

Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) Authorized User's unauthorized modification or alteration of a Product; (ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; and (iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion, as the Authorized User's and the State's exclusive remedy, to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal

quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

Neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

7 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the Contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

8 FUND USE

Contractor agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Contractor and all Subcontractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and 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. Contractor and each Subcontractor shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

9 ASSIGNMENT

No Contractor shall assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

10 RIGHT TO AUDIT

Contractor shall grant to the Office of the Legislative Auditor, Inspector General's Office, the federal Government (including HUD, FEMA, HUD-OIG, FEMA-OIG, the Comptroller General), the Division of Administration, the Office of Community Development, Disaster Recovery Unit, or others so designated

by them, and any other duly authorized agencies of the state where appropriate the right to inspect and review all books and records directly pertaining to the Contract for a period of five (5) years after closeout of OCD's federal grant providing the funds for this Contract. Contractor will be notified of the grant closeout date by OCD. Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose. The Contractor and its Subcontractors shall comply with all relevant provisions of state law pertaining to audit requirements, including LA R.S. § 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared within thirty (30) days after receipt by the Contractor or Subcontractor, as appropriate.

Failure of the Contractor and/or its Subcontractor to comply with the above audit requirements will constitute a violation of this Contract and may, at the OCD's option, result in the withholding of future payments and/or return of funds paid under this Contract.

In the event that an examination of records results in a determination that previously paid invoices included charges which were improper or beyond the scope of the Contract, Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within thirty (30) days thereafter issue a remittance to State of any payments declared to be improper or beyond the scope of the Contract. The State may offset the amounts deemed improper or beyond the scope of the Contract against Contractor's outstanding invoices, if any.

11 CONTRACT MODIFICATION

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

12 SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of neither the Contractor nor the Subcontractor to the State and/or Agency for any breach in the performance of the Contractor's or Subcontractor duties. Contingent on verification that no Subcontractor has been debarred, the State hereby approves the following Subcontractors to provide or perform any part of the Services under the Contract as provided for in the Proposal:

AIMS Group, Inc.

Kyle Associates, LLC

Abell + Crozier Architects, Inc. (A Professional Corporation)

Subcontracts shall not include language which restricts the Contractor's obligation to pay for services performed or materials provided under a subcontract to when the Contractor has been paid under this Contract, except for circumstances where the reason for the lack of payment to the Contractor is due to deficient performance or lack of performance by the particular subcontractor from which the Contractor

seeks to withhold payment. In the event a subcontract contains such language in contravention of this requirement, Contractor shall not enforce such language.

13 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor and its Subcontractors shall abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; the Section 109 of the Housing and Community Development Act of 1974; the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 et seq.; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

The Contractor and its Subcontractors shall not discriminate unlawfully in their employment practices, and will perform their obligations under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of unlawful discrimination committed by the Contractor or its Subcontractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

14 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with R.S. 39:1602.1, for any Contract for $100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor or any subcontractors shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any subcontractor, engages in a boycott of Israel during the term of this Contract.

15 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

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

16 GENERAL COMPLIANCE

The Contractor will comply with all applicable federal, state, and local laws and regulations, as are now in effect and as may be amended from time to time.

17 FINANCIAL MANAGEMENT

The Contractor shall administer its project in conformance with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. The Contractor is responsible for having all its Subcontractors and project sponsors administer their projects in conformance with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

18 DOCUMENTATION AND RECORD KEEPING

The Contractor shall maintain all records required by the federal regulations specified in 2 CFR §200 that are pertinent to the activities to be funded as proposed. The Contractor is responsible for having all subcontractors maintain all records required by the federal regulations specified in 2 CFR §200, which are pertinent to the activities to be funded as proposed.

The Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a period of five (5) years after closeout of OCD's federal grant providing the funds for this Contract. Contractor will be notified of the grant closeout date by OCD. The Contractor is responsible for having all subcontractors retain all financial records, supporting documents, statistical records, and all other pertinent records for this same period.

19 PROHIBITED ACTIVITY

Contractors are prohibited from using funds provided herein or personnel employed in the administration of the Program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities. The Contractor is responsible for ensuring that all Subcontractors understand and comply with the prohibitions from using funds provided herein or personnel employed in the administration of the Program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

19.1 HATCH ACT

Contractor shall comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

20 CONFLICT OF INTEREST

In accordance with the conflict of interest provisions and other related regulations contained in 24 CFR §570.611, 24 CFR §84.42, and 24 CFR §570.603, the Contractor shall warrant that based on reasonable inquiries and due diligence to the best of its knowledge no member, officer, or employee of Contractor, or agents, consultant, member of the governing body of Contractor or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any

contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Program or Agreement or in any activity or benefit, which is part of this Agreement.

However, upon written request of Contractor, the State may agree in writing to grant an exception for a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the State determines that undue hardship will result either to Contractor or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for exception shall be made by Contractor, which would, in any way, permit a violation of state or local law or any statutory or regulatory provision.

21 LABOR STANDARDS

Contractor shall agree to comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity; Copeland "Anti-Kickback" Act (29 CFR Part 3), the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), 24 CFR 570.603, and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract.

22 ENVIRONMENTAL CONDITIONS

Contractor shall comply, insofar as they apply to the performance of this agreement, with all applicable environmental standards, orders or regulations issued pursuant to HUD Environmental Review Procedures, 24 CFR Part 58. Contractor shall also comply with the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The OCD recognizes that the Contractor is not responsible for environmental or safety compliance that grant recipients and their contractors may be subject to that are outside of the Scope of Services to be conducted under this Agreement.

23 HISTORIC PRESERVATION

Contractor shall assist the Office of Community Development in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

24 UNIFORM RELOCATION ACT

Contractor will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federal-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

25 CLOSE-OUTS

Contractor shall agree to comply with the requirements of 24 CFR §570.509 for project closure. Contractor's obligation to OCD-DRU shall not end until all close out requirements are complete. These may include but are not limited to:

1. Final performance or progress report
2. Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF 271) (as applicable)
3. Final request for payment (SF 270) (if applicable)
4. Invention disclosure (if applicable)
5. Federally-owned property report
6. Disposing of program assets

26 INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount.

Workers' Compensation Insurance: Workers Compensation insurance shall be in compliance with the Workers Compensation law of the state of the Contractor's headquarters. Employer's Liability is included with a minimum limit of $1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

Commercial General Liability Insurance: Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

Professional Liability (Errors & Omissions) Insurance: The Contractor shall maintain Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy is not renewed.

Automobile Liability: Automobile Liability Insurance shall have a minimum combined single limit per accident of $1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

Cyber Liability: Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and accepted by OCD. The Contractor shall be responsible for all deductibles and self-insured retentions. **Other Insurance Provisions:** The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability, Automobile Liability Coverages and Cyber Liability Coverages

OCD, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to OCD.

The Contractor's insurance shall be primary as respects the OCD, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the OCD shall be excess and non-contributory of the Contractor's insurance.

2. Workers' Compensation and Employer's Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the OCD, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the OCD.

3. All Coverages

All policies must be endorsed to require thirty (30) days written notice of cancellation to the OCD. Ten (10) day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify OCD of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the OCD to require proof of compliance, or OCD's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the OCD for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the OCD, its officers, agents, employees and volunteers.

Acceptability of Insurers: All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers' compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within thirty (30) days.

Verification of Coverage: Contractor shall furnish OCD with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by OCD before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:
State of Louisiana
Office of Community Development, Its Officers, Agents, Employees and Volunteers
617 N. Third Street, 6th Floor
Watershed Initiative Program Management Support Services

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. OCD reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the OCD, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

Subcontractor's Insurance: Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. Contractor shall furnish OCD with Certificates reflecting proof of required coverage for all first tier subcontractors. Exceptions to the insurance requirements prescribed herein may be made with the written approval of OCD. OCD reserves the right to request copies of all subcontractor's Certificates at any time.

Workers' Compensation Indemnity: In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and

employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers' Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

27 SECTION 3 COMPLIANCE IN EMPLOYMENT AND TRAINING

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

The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

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

The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.

The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5307) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

28 APPLICABLE LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Exclusive venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

29 DRUG-FREE WORKPLACE REQUIREMENT

At the time of execution, Contractor and, each tier of Subcontractors, certify that they have provided a drug-free workplace in compliance with The Drug-Free Workplace Act of 1988 (42 U.S.C. 701).

30 OWNERSHIP OF DOCUMENTS

All records, reports, documents, or other material or data, including electronic data, related to this Contract and/or obtained or prepared by Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the Services Contracted for herein shall become the property of the OCD, and shall, upon request, be returned by Contractor to the OCD at termination or expiration of this Contract. Cost incurred by Contractor to compile and transfer information for return to the OCD shall be billed on a time and material basis, is subject to the maximum amount of this Contract. Software and other materials owned by Contractor prior to the date of this Contract and not related to this Contract shall be and remain the property of Contractor. The OCD will provide specific project information to Contractor necessary to complete Services described herein.

All records, reports, documents and other material delivered or transmitted to Contractor by the OCD shall remain the property of the OCD and shall be returned by Contractor to the OCD, upon request, at termination, expiration or suspension of this Contract.

31 DELAY OR OMISSION

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

32 ELIGIBILITY STATUS

At the time of execution, Contractor, and each tier of Subcontractors, certify that they are not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR part 2424.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

33 LEGAL AUTHORITY

Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Contractor legal authority to enter into this Agreement, receive funds, authorized by this Agreement and to perform the services the Contractor is obligated to perform under this Agreement.

34 ENERGY EFFICIENCY

Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act to the extent applicable to Contractor and its Subcontractors. The OCD will provide such standards and policies to Contractor as a pre-condition of this stipulation.

35 COVENANT AGAINST CONTINGENT FEES

Contractor shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the State shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

36 CODE OF ETHICS/DISASTER RECOVERY CONTRACT PROHIBITIONS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

In addition to the Louisiana Ethics Code, the Contractor and all its Subcontractors must additionally comply with R.S. 42:114.3, which prohibits participation (either directly or through a Subcontractor relationship) in the Contract by any statewide elected officials, legislators, the commissioner of administration, and the chief of staff or executive counsel to the governor, and any of their spouses, and any corporation, partnership, or other legal entity in which any such person owns at least 5%. Compliance of a Subcontractor will be determined based on the value of the Contract between the State and Contractor.

37 SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

38 ENTIRE AGREEMENT CLAUSE

This Contract, together with the RFP and addenda issued thereto by the State, the Proposal submitted by the Contractor in response to the State's RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter, superseding all negotiations, prior discussions and preliminary agreements related hereto or thereto. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

39 ORDER OF PRECEDENCE

This Contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals, its amendments and the Contractor's Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Proposal.

40 NOTICES

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To OCD:
Executive Director
Division of Administration
Office of Community Development
Disaster Recovery Unit
P.O. Box 94095
Baton Rouge, LA 70804

To Contractor:
Troy Henry
Managing Partner
Henry Consulting LLC
1010 Common St., Suite 2500
Office (504) 529-9890
Cell (504) 495-0746
Troy.Henry@HenryConsulting.com

41 NO THIRD PARTY BENEFICIARIES

This Contract does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui. The State and the Contractor are and shall remain the only parties to this Contract and the only parties with the right to enforce any provision thereof and shall have the right, without the necessity of consent of any third party, to modify or rescind this Contract.

The services under the Contract and all reports and deliverables issued hereunder are for the sole use and reliance of the State, unless expressly agreed in writing by the State and Contractor. This section does not affect the indemnity and insurance obligations under this Contract.

42 PUBLIC COMMUNICATIONS

Contractor shall not issue or participate in any public communications or public meetings or communications with elected officials or their representatives regarding the Program and Contractor's activities under this Contract without the prior consent of the OCD. All publications, press releases, articles, media requests/interviews or other forms of public communication must be submitted to OCD for approval prior to issuance. Furthermore, the Contractor must receive prior written approval from OCD prior to participating in oral presentations or presenting/distributing printed materials regarding the Program and/or the Contractor's activities under this Contract at any conferences, symposiums or topical meetings/gatherings of a similar nature.

The Contractor shall coordinate activities regarding the Program with the relevant OCD personnel, such as, OCD personnel in policy and resilience programs, environmental, labor, monitoring and compliance, legal and finance sections.

The Contractor shall not have any communication with federal or other state and/or local government agencies or their representatives regarding the Program and/or the Contractor's activities under this Contract without the prior consent of OCD.

Any breach of the aforementioned terms and conditions shall constitute grounds for immediate termination of this Contract and the Contractor's forfeiture of outstanding financial obligations pursuant to the Program and the Contractor's activities under this Contract.

43 SAFETY

Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of its performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1925, shall be observed and Contractor shall take or cause to be taken such additional safety and health measures as Contractor may determine to be reasonably necessary.

44 COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this Contract, in whole or in part, shall be available to Contractor for copyright purposes. Any such material

produced as a result of this Contract that might be subject to copyright shall be the property of the OCD-DRU and all such rights shall belong to the OCD-DRU.

45 PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the request of either Party the Contract shall forthwith be amended to make such insertion or correction.

46 NO AUTHORSHIP PRESUMPTIONS

Each of the Parties has had an opportunity to negotiate the language of this Contract in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship, and each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Contract, including but not limited to any rule of law to the effect that any provision of this Contract shall be interpreted or construed against the Party that (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Contract and any successor to a signatory Party.

47 ADVERTISING

The Contractor shall not refer to the Contract or the Contractor's relationship with the State hereunder in commercial advertising or press releases without prior approval from the Division of Administration.

Under no circumstances shall advertising or other communications with the media be presented in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed by the State.

48 WAIVER OF NON-COMPETITION ENFORCEMENT

Contractor agrees to waive enforcement of each and every Contract provision it may have restraining of Contractor's employees, any tier of Subcontractors, or any of their employees, from employment or contracting with the State or any contractor/subcontractor thereof.

49 CONTRACTOR'S COOPERATION

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit and shall not withhold State-owned documents.

50 E-VERIFY

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

51 COMMISSIONER'S STATEMENTS

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his/her duties and responsibilities under law, including, but no limited, to the Commissioner of Administration's authority in procurement matters.

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THUS DONE AND SIGNED by the Parties on the dates set forth below but effective as of the date given above.

By: _____

Name: Pat Forbes

Title: Executive Director

Date: 10·11·19

OFFICE OF COMMUNITY DEVELOPMENT

By: _____

Name: Desireé Honoré Thomas

Title: Assistant Commissioner

Date: 10/15/2019

DIVISION OF ADMINISTRATION

By: _____

Name: TROY HENRY

Title: PRESIDENT

Date: 10/4/19

CONTRACTOR

ATTACHMENT 1
SCOPE OF SERVICES

Scope of Work

The Contractor must possess the knowledge, capability, and resourcefulness needed to provide administrative, technical, engagement, outreach, policy, planning, scientific and related support services needed to help develop, facilitate, and implement the Watershed Initiative.

In addition to the Watershed Initiative program previously referenced, support services may also be requested by OCD to accommodate other existing disaster recovery programs and resilience/mitigation programs, which OCD administers or is a stakeholder and/or other disaster recovery programs and other federally funded initiatives yet to be defined, including programs occurring as a result of past and future disasters. The Watershed Initiative and other programs yet to be defined are collectively known as the "Program".

Tasks and Services

The Contractor shall provide competent and qualified staff to work on the scope of services under the contract. Contractor shall not have any communication with federal, state or local agencies concerning any services under the Contract without permission from and coordination with the OCD. Tasks to be accomplished under the Contract will be addressed in the form of task orders with associated deliverables, performance measures, budget, timelines, among other requirements.

The Contractor will be responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under the Contract. The scope of services presented is based upon circumstances existing currently. OCD reserves the right to modify or delete the tasks and services listed and, if appropriate, add additional tasks and services prior to and during the term of the contract, subject to the approval of the OCD and Office of State Procurement.

At a summary level, these tasks include:

1. Watershed Council and Initiative Administrative Support
2. Policy and Program Development
3. Technical Assistance and Evaluation
4. Outreach and Engagement
5. Regional Planning and Organization Development and Plans
6. Statewide Plan Development

For each task listed below, the use of staff will depend on the skillset, timing of work, and needs of the Program. OCD reserves the right to adjust staffing levels depending on the actual needs of the Program.

Under the supervision of and in collaboration with OCD, the selected Contractor shall perform the following tasks and services as requested by OCD:

Task (1): Administrative Support

1. Support and facilitate:
   - General administrative consistency across the Watershed Council and Program efforts
   - Watershed Council meetings
   - Technical Advisory Group and subgroup meetings
   - Working Group meetings
   - Other meetings and other efforts

2. Work associated with this effort includes, but is not limited to:
   - Generating and maintaining documentation and records management system (subject to OCD approval) related to all efforts associated with the Program and any associated entities
   - Creating and reviewing materials related to the Program
   - Identifying and coordinating logistics related to time and location of meetings
   - Ensuring compliance with public meetings laws, as applicable
   - Coordinating attendance of meetings
   - Preparing agendas
   - Preparing meeting minutes
   - Preparing meeting materials and presentations
   - Tracking and ensuring completion of action items
   - Preparing and/or organizing and/or coordinating research materials, white papers, tools and templates

3. Coordinate assigned Program efforts with other vendors, state agencies, local and regional entities and other stakeholders to ensure consistency and efficiency of effort, deliverables and messaging.

4. Assist in the development of request for proposals, request for qualifications or other procurement documents needed to procure other services necessary to support the Program (i.e., data portal, modeling services, etc.). **Note: Contractors that participate in the development of request for proposals, request for qualifications or other procurement documents will be excluded from competing for the subsequent procurement(s).**

5. Aggregate, review, process and present data and feedback received from various outreach and engagement events for incorporation into Program efforts, policies and decision-making processes.

6. Facilitate and develop interim and final written reports on and organize documentation related to the best practices, processes and efforts associated with the development, decision-making and implementation of the Program, including but not limited to:
   - Watershed Council
   - Working Group
   - Technical Advisory Groups and associated areas of responsibility

- Data standards, procurement and maintenance
- Federal, state, regional, local, public and other stakeholder engagement, including models for engagement of and collaboration with private business interests related to the Program
- Local, regional, state and federal program and legislation alignment with the Program Development of policies, procedures and methods of funding distribution

Task (2): Policy and Program Development

1. Assess existing legislation, policies, efforts and programs with actual or potential impacts on the Program:
   - Assess state agency program policies, practices and procedures
   - Assess state policies and implementation practices with regard to federal programs
   - Assess federal programs
   - Identify opportunities, challenges and solutions for aligning state implemented (state and federally funded) programs with the Program
   - Assess existing legislative and statewide policies and regulatory authorities and identify gaps, opportunities and needs
   - Assess existing local, parish and regional policies and procedures with regard to actual or potential impacts on the Program

2. Support and facilitate alignment of existing efforts and development of new programs with the Program:
   - Coordinate the implementation of policy and program alignment decisions directed by state agencies
   - Coordinate the development of policy and legislative recommendations along with actions necessary for implementation of same with local, regional, state and federal agencies and stakeholders
   - Facilitate and implement public engagement activities for gathering public input and comment related to policy and legislation development
   - Draft legislation, policies, local and state codes, ordinances and procedures
   - Review legislation, policies and procedures for compliance with applicable federal, state and local rules and regulations
   - Support consolidation of best practices within and outside of the State of Louisiana related to planning, funding, and project implementation
   - Identify areas of duplicative or contradictory effort, policies and/or procedures

3. Support and facilitate the development of action plan amendments and other Program and procedure documents

Task (3): Technical Assistance and Evaluation

1. Watershed Data Portal:
   - Provide technical support and subject matter expertise to associated Technical Advisory Groups
   - Support planning for and structure of the online data library
   - Coordinate data integration with other vendors, state, local and regional agencies

2. Data Gap Analysis:
   - Provide Program administration support for planning and implementation of the data collection strategy required to support modeling component of the Program
   - Coordinate integration with other vendors, agate, local and regional agencies

3. Watershed Modeling:
   - Provide technical support and subject matter expertise to associated Technical Advisory Groups
   - Draft or assist with drafting of minimum standards, methodology, and criteria for watershed models at the direction of Technical Advisory Groups and OCD
   - Coordinate integration with other vendors, state, local and regional agencies

4. White Papers and Research:
   - Conduct research into existing documentation of relevant standards and their contribution or impact to risk reduction and economic growth
   - Development of white papers and compilation of literature research to facilitate development of recommended practices, policies, programs and projects
   - Develop interim and final reports of the findings and possible next steps

Task (4): Outreach and Engagement

1. In close coordination with other vendors and Program agencies, engage stakeholders at all levels and provide technical assistance, training and technical information related to the Program and the Program's goals and objectives

2. Work with state and federal agencies, to identify and achieve consensus on issues and decisions related to the Program

3. Provide technical assistance and training and engage with floodplain managers, local engineers, city planning officials, code enforcement officials and other local and regional implementing staff and officials on policies and procedures related to the Program

4. Provide technical assistance and training and engage with the public, stakeholders, local and regional agencies and officials and state and federal agencies on technical matters

Task (5): Regional Planning and Organization Development

1. Provide logistical, planning and engagement support related to the development of regional, watershed-based coalitions. This effort includes, but may not be limited to:
   - Facilitate and mediate between local governmental officials, economic development entities, regional entities, state and federal agencies and other stakeholders to identify regional and contextually appropriate goals and objectives for each of the regional coalitions
   - Provide logistical and coordination support, as needed to the entity(ies) leading to the development of regional coalitions
   - Coordinate input from the entities informing the development of the regional coalitions

- Provide governance, charters and/or organization drafts and templates for regional coalitions to adopt

2. Incorporate information and input from the Program and associated coalition-building efforts, facilitate and develop contextually appropriate policies and procedures and criteria for regional coalitions to use in daily decision making and operations

3. Develop template and sample codes, ordinances and policies for local and regional coalitions

4. Draft, coordinate input, coordinate review and edits and finalize a regional plan for each of the identified regional entities in the Program. This plan will include, but may not be limited to:
   - Summary of the identified region and the opportunities and challenges of the region, within the context of the Program
   - Summary of the history and steps associated with the development of the regional coalition
   - Information, research and recommendations from the various local and regional partners involved in the development of the regional coalition
   - Detail of the goals and objectives of the regional coalition
   - Identification of the regional coalition's minimum standards and processes for determining acceptable levels of flood risk and impact on watersheds to be considered when undertaking programs and projects
   - Processes and criteria for project selection and approval
   - Action items, benchmarks and timelines for achieving the goals and objectives of the regional coalition

Task (6): Statewide Plan Development

1. Draft, facilitate engagement, coordinate input, coordinate review and edits and finalize the statewide plan for the Program. The plan will include, but is not limited to:
   - Decisions made by the Watershed Council related to the Program and a statewide plan, including support and context of the decision making process
   - Information, research and recommendations from the various Program Technical Advisory Groups or similar type entities, state agencies, local and regional engagement efforts and any other associated Program efforts.
   - An updated and refined articulation of the goals and objectives of the Program
   - Detail of conceptual and implementable statewide best practices that support the goals and objectives of the Program
   - Identification of the state's minimum flood risk and mitigation standards and processes for determining acceptable levels of flood risk and impact on watersheds to be considered when undertaking programs and projects
   - Action items, benchmarks and timelines for achieving the goals and objectives of the Program

Deliverables

Requests for services from OCD will come in the form of task orders, which will describe the scope of work, deliverables, budget, and schedule.

Project Requirements

The selected Contractor will provide the following:

- Project Management: Oversight of all activities provided under the Contract is to be performed by the project director. Day-to-day direction, guidance, and decision making is to be performed by the project director and/or project manager.

- Monthly Meetings: OCD may require formal monthly conferences no later than ten (10) calendar days following month end via teleconference or in person, at OCD's election, to discuss the progress of any work, problems encountered and proposed solutions.

- Reporting: OCD will require a monthly progress report submitted in conjunction with invoices that include the percent completion of the task order(s) and the amount(s) invoiced to date.

- Staffing Utilization Plan: OCD will require an initial staffing utilization plan within thirty (30) days of contract award and quarterly thereafter. All staffing utilization plans must be approved and accepted by OCD, to include but not limited to the assignment of work levels to different labor categories. All personnel and their associated job classifications, including job classification changes for existing personnel, must be approved by OCD prior to billing.

- Certificates of Insurance: OCD will require Certificates of Insurance for the Contractor and all of its first-tier subcontractors that reflects the coverage required by the contract prior to commencing work and upon any insurance policy renewals thereafter.

The Contractor shall provide adequate staffing in number and qualifications to successfully complete the Scope of Services described herein in a timely fashion. The Contractor will be responsible for the management of staff and subcontractors and all personnel issues related thereto. All staff will be reviewed and are subject to approval by OCD. Changes from staff from one job classification title to another are subject to OCD approval.

ATTACHMENT II
RATE SCHEDULE

JOB CLASSIFICATION TITLE	HOURLY RATE
Principal/Program Manager	$ 200
Project Manager	$ 180
Assistant Project Manager	$ 125
Project Management Associate	$ 100
Senior Scientist	$ 167
Project Scientist	$ 135
Staff Scientist	$ 110
Senior Planner	$ 173
Associate Planner	$ 125
Associate Junior Planner	$ 92
Public Relations and Outreach Specialist	$ 135
Senior Policy and Technical Writer	$ 173
Staff Policy and Technical Writer	$ 100
Senior Engineer	$ 173
Mid-Level Engineer	$ 135
Staff Engineer	$ 110
Engineer Intern	$ 86
Senior Architect	$ 130
Mid-Level Architect	$ 110
Entry-Level Architect	$ 85
Wetlands Specialist	$ 115
CADD Technician	$ 75
Scheduler	$ 115
Cost Estimator	$ 115
GIS Specialist	$ 95
Historian	$ 115
Economist	$ 125
Clerical/Administrative Assistant	$ 55
Interpreter (Spanish)	$ 55
Interpreter (Vietnamese)	$ 55
IT Consultant	$ 138
IT System Analyst	$ 110
Certified Floodplain Manager	$ 125
Statistician/Risk Analyst	$ 155

Contractor's resources should possess the qualifications listed below.

Principal/Program Manager

Education:	Bachelor's or Master's degree in an engineering, planning, business, technical or other related discipline.
Experience:	15 years of experience leading major programs, projects or business units.
Responsibilities Include:	Providing contractual administration and broad oversight and direction for Contractor services related to the Program.
Knowledge of And Skills in:	Management and supervision, effective leadership, oral and written communication, and management of multiple tasks.
Examples of Work:	Provides oversight of all Program activities including Program system development and internal system development. Provides guidance and supervises Project Managers. Manages work performance to ensure that services are being provided efficiently and effectively and takes corrective action as necessary. Approves hiring of staff and subcontractors. Communicates with subcontractors, coordinates with other contractors, OCD personnel, other state leadership and staff, and other interested parties regarding all aspects of Program operations. Makes effective presentations as required.

Project Manager

Education:	Bachelor's or Master's degree in an engineering, planning, business, technical or other related discipline.
Experience:	10 years of experience leading major programs and projects.
Responsibilities Include:	Providing day-to-day direction, guidance, and decision making for operations involving Contractor services for the Program.
Knowledge of And Skills in:	Management and supervision, effective leadership, problem solving, oral and written communication, evaluation of project effectiveness, and management of multiple tasks.
Examples of Work:	Plans, directs, and coordinates daily project activities to ensure project goals and objectives are accomplished. Establishes work plan and staffing for each phase of the project. Confers with the project staff to outline the work plan and to assign duties, responsibilities, and authorities. Prepares project reports for OCD and management. Plans, reviews, and evaluates the work of subordinate professional and operational staff. Reviews and evaluates project and service delivery. Develops systems and maintains records that provide for the proper evaluation, control, and documentation of all Program activities. Makes recommendations for hiring staff. Provides explanations, clarifications, and other communications with local governmental officials, regional partners, grantees, subrecipients, contractors, OCD staff, other state staff and other interested parties regarding all aspects of Program operations.

Assistant Project Manager

Education:	Bachelor's degree in an engineering, planning, business, technical or other related discipline.
Experience:	3 years of experience in technical area and 3 years of experience in providing leadership assistance of major programs and projects.
Responsibilities Include:	Assist Project Manager in providing day-to-day direction, guidance, and decision making for operations involving Contractor services for the Program.
Knowledge of And Skills in:	Management and supervision, effective leadership, problem solving, oral and written communication, evaluation of project effectiveness, and management of multiple tasks.
Examples of Work:	Assists Project Manager in the planning, directing, and coordination of daily project activities to ensure project goals and objectives are accomplished. Establishes work plan and staffing for each phase of the project. Confers with the project staff to outline the work plan and to assign duties, responsibilities, and authorities. Prepares project reports for OCD and management. Plans, reviews, and evaluates the work of subordinate professional and operational staff. Reviews and evaluates project and service delivery. Develops systems and maintains records that provide for the proper evaluation, control, and documentation of all program activities. Makes recommendations for hiring staff. Provides explanations, clarifications, and other communications with Grantees, contractors, OCD staff, and other interested parties regarding all aspects of Program operations.

Project Management Associate

Education:	Bachelor's degree in an engineering, planning, business, technical or other related discipline.
Experience:	1 year of experience in technical area and 1 year of experience in providing leadership assistance of major programs and projects.
Responsibilities Include:	Assist Project Manager and Assistant Project Manager in providing direct support, coordination and logistical services for the Program.
Knowledge of And Skills in:	Operations, coordination of daily project activities, clear oral and written communication skills, attention to detail and management of multiple tasks.
Examples of Work:	Provides coordination and logistical support to Project Manager and Assistant Project Manager to ensure project goals and objectives are accomplished. Coordinates meetings, ensures Program participants are informed and provided information required to achieve Program objectives, drafts written materials and presentations.

Senior Scientist

Education:	Master's degree in environmental science, natural or water resources sciences, biological science or related discipline.

Experience:	10 years of relevant experience
Responsibilities Include:	15 years of experience in a research experimental design capacity having the technical responsibility for interpreting, organizing, executing, budgeting, and coordinating complex assignments.
Knowledge of And Skills in:	Environmental, water resources or biological sciences. Experimental design. Risk analysis
Examples of Work:	Provides senior level environmental science consulting services to OCD regarding program/project management processes or projects.

Project Scientist

Education:	Bachelor's degree in environmental science, natural or water resources science, biological science or related discipline.
Experience:	5 years of relevant experience
Responsibilities Include:	5 - 15 years of experience in a research or experimental design capacity and is fully competent in organizing and coordinating routine and complex assignments.
Knowledge of And Skills in:	Environmental, water resources or biological sciences. Experimental design. Risk analysis.
Examples of Work:	Provides environmental science consulting services to OCD regarding program/project management processes or projects.

Staff Scientist

Education:	Bachelor's degree in environmental science, natural or water resources science, biological science or related discipline.
Experience:	1 year of relevant experience
Responsibilities Include:	1 - 5 years of experience in a research or experimental design capacity and is fully competent in organizing and coordinating routine and complex assignments.
Knowledge of And Skills in:	Environmental, water resources or biological sciences. Experimental design. Risk analysis.
Examples of Work:	Performs assigned environmental science consulting services tasks.

Senior Planner

Education:	Master's degree in urban, regional, and/or rural planning, public administration, public policy or a related field; or Bachelor's degree in an architecture, engineering, planning, business, technical, resilience or other related discipline with work related experience in professional planning.
Experience:	Seven (7) years of experience in professional planning.
Responsibilities Include:	Develops the strategy and presents and facilitates community, public official and other stakeholder meetings to solicit and inform planning processes. Manages complex planning studies, development applications and reviews master planning

	contractor proposals. Reviews and processes complex comprehensive plan amendments, re-zonings, annexations, site plans, plats. Develops project budgets, administers bidding process, and verifies contract expenditures and compliance. Conducts research and prepares statistical reports on land use, physical, social & economic issues. Provides professional planning assistance to member communities on varied land use projects. Develops transportation plans, studies and analyses on regional basis. Works in regional Program areas relating to natural/water resources planning, community development, hazard mitigation, coastal zone management and others, coordinates with staff, planning & zoning board, and council, and may supervise others.
Knowledge of and Skills in:	Well-developed knowledge of one or more planning disciplines, such as urban design, affordable housing, economic development or land use. Knowledge and experience in construction processes. Knowledge of principles, methodology, practices of research and data collection. Clear written and oral communication skills. Knowledge of strategies for soliciting public input into planning processes.
Examples of Work:	Directs planning initiatives and reports to Program Manager. Facilitates community engagement and input efforts necessary for developing different planning strategies. Prepares and presents planning reports and projects. Coordinates with OCD and other state staff, elected/appointed officials or other decision-makers.

Associate Planner

Education:	Bachelor's degree in planning, public administration, public policy, architecture, engineering, business, technical, or a related field.
Experience:	Four (4) years of professional planning experience. A master's degree and a minimum of two (2) years of experience in the planning profession is also acceptable.
Responsibilities Include:	Interprets and presents applicable state, county and local codes, ordinances and regulations to Program staff, to local and regional stakeholders and to members of the public. Engages regularly with different communities and regions to provide support on Program initiatives. Works with Program staff and local communities to correct deficiencies or violations of regulations. Assists with updates and maintenance of master plan and land development regulations. Conducts review of various development applications including plats, permits, site plans, variance requests and re-zonings. Conducts extensive research in specific or general project areas and prepares informational materials and presents recommendations and results of research. Identifies community problems, issues, and opportunities in particular neighborhoods that could be mitigated through better community planning. Working in the field and offsite, develops long range plans for communities with common developmental issues through extensive community engagement and participation with Program staff. Develops strategies to promote economic and community development or efficient land use consistent with community goals through extensive community engagement and participation with Program staff. Evaluates adequacy of community facilities in meeting current and projected needs. Recommends priorities, schedules, and funding sources to implement public

	improvements plan. Writes, or assists in writing, a variety of ordinances and regulations relating to development controls.
Knowledge of and Skills in:	Planning principles and practices. One or more planning specializations, such as economic development, transportation planning, or environmental planning. Principles, methodology, practices of research and data collection, community remediation and redevelopment, and knowledge of relevant federal programs.
Examples of Work:	Leads and coordinates workshops and table discussions with various stakeholders in order to capture various levels of input into the Program processes. Develops, finalizes and presents formal and technical reports, working papers, and correspondence, reviews plans and applies provisions of the ordinances and codes to determine compliance with such regulations and to apply regulations to field conditions, and presents research findings to various public bodies, boards and committees.

Associate Junior Planner

Education:	Bachelor's degree in planning, public administration, public policy, architecture, engineering, business, technical, or related area of study.
Experience:	Entry level position.
Responsibilities Include:	Drafts planning studies and reports in support of new and updated plans, programs and regulations. Reviews or assists in the review of moderately difficult development proposals and site plans for conformance with codes, plans, and regulations. Prepares and presents detailed reports on development proposals to government bodies. Collects a variety of statistical data, including data obtained from various outreach and engagement events and prepares reports and maps on topics such as community preference, trends, census information, land use, tax base data, and occupancy rates. Evaluates or assists in the evaluation of re-zonings, ordinance amendments, site plans, special use permits, variances and other proposals others.
Knowledge of and Skills in:	Principles and practices of planning, principles and practices of research and data collection, and review plans and apply provisions of the ordinances and codes to determine compliance with such regulations and to apply regulations to field conditions.
Examples of Work:	As directed by the Senior and Associate planner, aggregate information and input from community groups, government agencies, developers and elected officials in drafting contextually appropriate plans. Coordinates community review of public and private development projects and community plans. Provides information to the public regarding specific requirements and development regulations. Assists in resolving citizen and customer issues. Conducts field evaluations and assessments.

Public Relations and Outreach Specialist

Education:	Bachelor's degree in Public Relations, Communications, Journalism or related field.
Experience:	Three (3) years of experience conducting outreach services.
Responsibilities Include:	Performs market research, audience identification, message development, and prepares written communications and presentations for executive level officials, various levels of local governmental officials, the business community, developers, other stakeholders and/or other public audiences. Manage public messaging and develop strategy for triaging challenging situations. Developing and implementing strategies for engaging all levels of government, stakeholder and the public.
Knowledge of And Skills in:	Public relations, crisis management, communications, public outreach.
Examples of Work:	Writing speech and press releases, promoting special events, scheduling interviews for Program staff and executives and giving interviews on behalf of the Program. Travel and present or support Program staff in public events. Conduct research into particular public relations issues as they arise.

Senior Policy and Technical Writer

Education:	Master's degree in public administration, public policy or a related field; or Bachelor's degree in planning, business, communications, English, social or political sciences or other related discipline with work related experience in policy writing.
Experience:	Seven (7) years of experience in writing policies, procedures, research and white papers and/or other public presentations for technical and/or public audiences.
Responsibilities Include:	Conducting research, analysis on existing policies, procedures and technical requirements and finalizing presentations and/or reports on existing policies or technical requirements; reviewing for accuracy and finalizing program policies and procedures, white papers, technical documents and other program support documents; coordinating input into policies and procedures, presentations, white papers and other program support documents from technical members of the team, OCD, state staff and other contributors to these documents; drafting content for these documents and may require staff supervision.
Knowledge of And Skills in:	Public policy; federal, state and local regulations and requirements; technical discipline; public presentation
Examples of Work:	Preparation of a wide range of written material (i.e., Program policies, technical reports, presentations, brochures, etc.) for dissemination to technical and non-technical audiences.

Staff Policy and Technical Writer

Education:	Bachelor's degree in planning, business, communications, English, social or political sciences, technical discipline or other related discipline with work related experience in policy writing.

Experience:	Four (4) years of experience in writing policies, procedures, research and white papers and/or other public presentations for technical and/or public audiences. A master's degree in a related discipline may substitute for two (2) years of experience.
Responsibilities Include:	Conducting research, analysis on existing policies, procedures and technical requirements for review by Senior Policy and Technical Writer and drafting presentations and/or reports on existing policies or technical requirements. Drafting content and coordinating input into policies and procedures, presentations, technical documents white papers and other Program support documents from technical members of the team, OCD, state staff and other contributors to these documents. Also reviewing and editing documents for accuracy and formatting.
Knowledge of And Skills in:	Public policy; federal, state and local regulations and requirements; technical discipline; public presentation
Examples of Work:	Preparation of a wide range of written material (i.e., Program policies, technical reports, presentations, brochures, etc.) for dissemination to technical and non-technical audiences.

Senior Engineer

Education:	Bachelor's or Master's degree in an engineering discipline.
Experience:	More than 15 years of experience in a research or design capacity having the technical responsibility for interpreting, organizing, executing, budgeting, and coordinating complex assignments. Requires Professional Engineer (PE) registration.
Responsibilities Include:	Scope definition, overseeing a number of large and important projects or a project of major scope and complexity, review of proposed projects for feasibility and impact, informing and compiling white papers and other documents necessary for supporting decision-making processes and may supervise others.
Knowledge of And Skills in:	Engineering design theories, construction practices, surveying principles, project management, engineering review of plans and specifications, principles of contract administration, professional services procurement, and the state Public Bid Law.
Examples of Work:	Supervises professional, technical, and support staff. Provides engineering expertise to OCD and management. Provides construction expertise to OCD and management. Conducts and reviews and makes recommendations regarding proposed policies and procedures.

Mid-Level Engineer

Education:	Bachelor's or Master's degree in an engineering discipline.
Experience:	10 - 15 years of experience in a research or design capacity and is fully competent in organizing and coordinating routine and complex assignments. Requires Professional Engineer (PE) registration.

Responsibilities Include:	Under the direction of a Senior Engineer, responsibilities include scope definition, overseeing a number of large projects or a project of substantial scope and complexity, review of proposed projects for feasibility and impact, research to inform white papers and decision-making processes and may supervise others.
Knowledge of And Skills in:	Engineering design theories, construction practices, surveying principles, project management, engineering review of plans and specifications, principles of contract administration, professional services procurement, and the state public bid law.
Examples of Work:	Conducts Research on the feasibility of implementing design policies identified by the Program. Provides engineering expertise to OCD and management. Provides construction expertise to OCD and management. Conducts reviews and makes recommendations regarding proposed policies or procedures.

Staff Engineer

Education:	Bachelor's or Master's degree in an engineering discipline.
Experience:	5 - 10 years of experience in a research or design capacity and is fully competent in organizing and coordinating routine and complex assignments. Requires Professional Engineer (PE) registration.
Responsibilities Include:	Under the direction of a Senior Engineer, responsibilities include scope definition, review of proposed projects for feasibility and impact, research to inform white papers and decision-making processes.
Knowledge of And Skills in:	Engineering design theories, construction practices, surveying principles, project management, engineering review of plans and specifications, principles of contract administration, professional services procurement, and the state public bid law.
Examples of Work:	Conducts research on the feasibility of implementing design policies identified by the Program. Provides engineering expertise to OCD and management. Provides construction expertise to OCD and management. Conducts reviews and makes recommendations regarding proposed policies or procedures.

Engineer Intern

Education:	Bachelor's or Master's degree in an engineering discipline.
Experience:	0-5 years' experience on assignments requiring limited knowledge of principles and techniques. Position requires certification as an Engineer Intern (EI).
Responsibilities Include:	Under the supervision of a Senior Engineer or Mid-Level Engineer, responsibilities include tasks involving conventional and straightforward engineering plans, investigations, surveys, structures, or equipment with relatively few complex features for which precedent exist.

Knowledge of And Skills in:	Engineering design theories, construction practices, surveying principles, project management, engineering review of plans and specifications, principles of contract administration, professional services procurement, and the state public bid law.
Examples of Work:	Conducts research on the feasibility of implementing design policies identified by the Program.

Senior Architect

Education:	Bachelor's degree in architecture.
Experience:	Fifteen (15) years of experience in managing architectural design staff, technical resources, and new business efforts. Requires licensure as a professional architect.
Responsibilities Include:	Working directly with clients and project managers in establishing architectural design approaches, conceptual layouts, and building systems.
Knowledge of And Skills in:	Managing the preparation of construction drawings and specifications, resolving technical issues and conflicts, providing review and quality assurance, and interpreting building codes and standards. Knowledge of and experience working with public infrastructure, LEED or other applicable certifications/programs is preferred.
Examples of Work:	Supervises professional, technical, and support staff. Participates in review of applications. Conducts reviews of plans, specifications, and cost estimates for compliance with the approved application, environmental clearances, and required Contract documents. Reviews proposed architectural fees for basic services and additional services. Provides architectural and construction expertise to OCD and management. Conducts reviews and makes recommendations regarding proposed construction change orders. Develops preliminary construction cost estimates. Conducts cursory construction observation as requested by OCD.

Mid-level Architect

Education:	Bachelor's degree in architecture.
Experience:	Five (5) to fifteen (15) years of experience in managing architectural design staff, technical resources, and new business efforts. Requires licensure as a professional architect.
Responsibilities Include:	Under the direction of a Senior Architect, responsibilities include working directly with clients and project managers in establishing architectural design approaches, conceptual layouts, and building systems.
Knowledge of And Skills in:	Managing the preparation of construction drawings and specifications, resolving technical issues and conflicts, providing review and quality assurance, and interpreting building codes and standards.
Examples of Work:	Supervises professional, technical, and support staff. Participates in review of applications. Conducts reviews of plans, specifications, and cost estimates for compliance with the approved application, environmental clearances, and required

	contract documents. Reviews proposed architectural fees for basic services and additional services. Provides architectural and construction expertise to OCD and management. Conducts reviews and makes recommendations regarding proposed construction change orders. Develops preliminary construction cost estimates. Conducts cursory construction observation as requested by OCD.

Entry-level Architect

Education:	Bachelor's degree in architecture.
Experience:	Entry level position. Zero (0) to five (5) years of experience in assisting project architects in planning, designing, and preparing related working drawings and details.
Responsibilities Include:	Under the supervision of a Senior Architect or Mid-Level Architect, responsibilities include assisting in the development of solutions to detailed building design problems, preparing design alternatives, and the selection of best approach.
Knowledge of And Skills in:	Preparing construction drawings and specifications, resolving technical issues, providing review and quality assurance, and interpreting building codes and standards.
Examples of Work:	Participates in review of applications. Assists in the review of plans and specifications for compliance with the approved application, environmental clearances, and required Contract documents. Conducts cursory construction observation as requested by OCD.

Wetlands Specialist

Education:	Bachelor's degree in ecology or a related field.
Experience:	Two (2) years of experience in wetland delineation, 404 permitting and with surveys for federally listed species. Experience as a wetland consultant with the United States Army Corps of Engineers (USACE) and as a qualified biologist with the United States Fish and Wildlife Services (USFWS).
Responsibilities Include:	Identifying and delineating wetlands following the standard Corps of Engineers procedures. Prepare wetland delineation maps and ability to overlay wetland boundaries within Computer Aided Design Drawings (CAD DWGs). Prepare wetland functional assessments to determine quality and mitigation ratios. Preparing studies and technical reports. Preparing 404 permit applications and coordinate with reviewing agencies. Perform threatened/endangered species surveys for listed species and associated habitats. Participating in the preparation of environmental impact statements (EIS) and assessments (EA). Managing projects and staff. Establishing and tracking project milestones and business goals. Coordinate with relevant parties to keep them apprised of project status, changes in conditions or other key points of information.

Knowledge of and Skills in:	General biology with emphasis in botany, dendrology and taxonomy. Ability to identify hydric soil indicators and wetland hydrology indicators. Record a soil profile to minimum depth of 18". Ability to complete a Wetland Delineation Data Form. Ability to collect field GPS data and create maps. Understanding of watershed dynamics and hydrology. Develop and execute an efficient plan for wetland restoration or enhancement or for establishing changes in wetlands/uplands/transition zones. Identify plants, fish, and wildlife species. Knowledge of current state and federally listed regulations related to protected species. Identify the physical boundaries of a watershed on topographic maps and in the field. Identify and delineate a wetland. Differentiate between a jurisdictional and a non-jurisdictional wetland and wetland (Army Corps of Engineers/Environmental Protection Agency Section 404) other non-wetland Waters of the US (ACOE/EPA Section 10) under current regulations and guidance. Prepare an Environmental Assessment document. Prepare the natural and water resources sections of an Environmental Impact Statement (EIS).
Examples of Work:	Flagging/GPS mapping of wetland boundaries and streams. Provide reports describing results of wetland delineations with maps depicting the location and acreage of delineated features. Surveys for federally listed species with reports. Preparing permit applications and coordinating with federal/state agencies. Assessment of wetland quality/function. Mitigation planning and cost analysis.

CADD Technician

Education:	Associate's degree in Computer Aided Drafting and Design, Applied Science or related field or equivalent work related experience.
Experience:	1 year of experience in providing extensive and complex CADD systems support to Architects and Engineers.
Responsibilities Include:	Ensuring overall quality assurance as it relates to completing and adhering to CADD operations and standards, ensuring that CADD software and hardware is operational and efficient and overseeing all CADD needs on assigned projects.
Knowledge of And Skills in:	AutoDesk Map and/or AutoCAD systems and applications design and operations, basic hardware and network structure and configuration methods, principles of civil/mechanical/electrical/architectural drafting, GIS concepts and processes, and GPS equipment and software.
Examples of Work:	Generates maps, plats, site plans, etc. as required by the hurricane recovery efforts. Provides project status information to Architects, Engineers, Assistant Project Manager, Project Manager, and Program Manager. Reviews the accuracy and completeness of data capture work.

Scheduler

Education:	Bachelor's degree in a technical or business discipline. Additional experience may substitute for education requirements.
Experience:	5 years of experience in preparing and maintaining CPM schedules on major projects.

Responsibilities Include:	Coordinating and communicating with all team players to identify all milestones, details and project dependencies in creating a timeline management process from the start of the project to final closeout.
Knowledge of And Skills in:	Scheduling programs such as Primavera or MS Project.
Examples of Work:	Approves or prepares manpower plans, project schedules, and forecasting reports. Sets up all project metrics and systems to control the outcome of the project budget and schedules.

Cost Estimator

Education:	Bachelor's degree in a technical or business discipline. Additional experience may substitute for education requirements.
Experience:	5 years of experience in developing cost estimates, cost alternatives, and cost comparisons for major projects.
Responsibilities Include:	Compiling and analyzing data on all factors that can influence costs, such as materials, labor, location, duration of projects, and special equipment requirements.
Knowledge of And Skills in:	Principles of accounting/finance to analyze financial information and prepare financial reports.
Examples of Work:	Performs take-off estimates of material and labor from bid documents, obtains material pricing from vendors and other sources, attends pre-bid walk through meetings and scope development meetings, participates in the review of bid tabulation and analysis, and works with the project team to identify all components of the project as well as make adjustments and updates in total project cost at different intervals of the project.

GIS Specialist

Education:	Bachelor's or Master's degree in geography, geology, engineering, planning, mathematics, government, computer science, or related field or equivalent work related experience.
Experience:	3 years progressive experience using GIS technology and/or information management technology in a geographic-based enterprise.
Responsibilities Include:	Providing stable, reliable, and superior quality mapping and map-based reports and supporting GIS operations.
Knowledge of And Skills in:	GIS mapping applications.
Examples of Work:	Develops project maps showing existing conditions and proposed improvements. Develops target area maps for applications. Develops project location maps and other mapping products as necessary.

Historian

Education:	Master's degree in history or geography or other relevant field.

Experience:	10-15 years in analysis and research of Louisiana history, to include demographic and geographic history.
Responsibilities Include:	Collecting data and conducting research necessary to produce documentation, analysis and white papers related to historic building practices, population movements and local land use decisions.
Knowledge of And Skills in:	Historic Louisiana land use, history of building technology, governance practices and community in flood-prone areas, demographic changes and adaptation in pre- and post-colonial, pre- and post- Great Mississippi Flood of 1927, pre- and post- Katrina and other important events Louisiana.
Examples of Work:	Analysis of history of particular areas. Development of recommendations on policy and engagement.

Economist

Education:	Master's degree in economics, business management, statistics or related field.
Experience:	10-15 years in analysis and research of economic trends and issues.
Responsibilities Include:	Collecting data and conducting research necessary to produce documentation, analysis and white papers related to economic trends, forecasts and impacts in specified areas, industries and communities.
Knowledge of And Skills in:	Economic trends in local, state and international arenas that are related to the Program's work. These areas include energy, business cycles, employment levels, taxes, industry and housing.
Examples of Work:	Analysis of particular economic trends in specific areas. Analysis and forecast of costs and benefits of policy decisions on local and state economies.

Clerical/Admin Assistant

Education:	High School diploma or its equivalent.
Experience:	1 year experience in performing routine office administration and secretarial services. Additional education may substitute for experience.
Responsibilities Include:	Providing routine office functions and support services for management and staff.
Knowledge of And Skills in:	Standard office procedures, basic computer operations, and office equipment operation.
Examples of Work:	Prepares and processes various types of correspondence, forms, faxes and reports. Makes copies of documents and organizes and files documents. Answers and forwards incoming calls. Handles all outgoing and incoming mail responsibilities. Compiles and maintains records of office activities. Tabulates and posts data in record books or computers. Operates office machines and computer terminal to input and retrieve data.

Interpreter (Spanish)

Education:	High School diploma or its equivalent.

Experience:	Three (3) years of experience in translation and interpretation of English and Spanish. Additional related education or certification(s) may substitute for the required experience.
Responsibilities Include:	Providing interpretation or translation services for meetings, interviews, telephone calls, etc. especially in one-on-one settings.
Knowledge of And Skills in:	Principles and techniques of effective verbal and written communication in the English and Spanish languages. Has knowledge of CDBG labor compliance employee interview requirements and understands the interview process.
Examples of Work:	Interprets and translates spoken and written material from Spanish to English and from English to Spanish. Reviews translated material for accuracy of meaning, grammar, and syntax.

Interpreter (Vietnamese)

Education:	High School diploma or its equivalent.
Experience:	Three (3) years of experience in translation and interpretation of English and Vietnamese. Additional related education or certification(s) may substitute for the required experience.
Responsibilities Include:	Providing interpretation or translation services for meetings, interviews, telephone calls, etc. especially in one-on-one settings.
Knowledge of And Skills in:	Principles and techniques of effective verbal and written communication in the English and Vietnamese languages. Has knowledge of CDBG labor compliance employee interview requirements and understands the interview process.
Examples of Work:	Interprets and translates spoken and written material from Vietnamese to English and from English to Vietnamese. Reviews translated material for accuracy of meaning, grammar, and syntax.

IT Consultant

Education:	Bachelor's or Master's degree with a focus on information technology such as computer or information science; relevant advanced degrees and/or certifications are preferred.
Experience:	Five (5) or more years of management-level technical experience that include the oversight of IT personnel.
Responsibilities Include:	Ability to manage effectively with or without subordinates. Management of all aspects of information systems and services.
Knowledge of And Skills in:	All aspects of information systems. Ability to interact and communicate with staff to understand results desired and strategies to produce
Examples of Work:	Facilitate development and implementation of improvements to information technology systems. Manage resolution of system and network issues. Manage new installations and migrations.

IT System Analyst

Education:	Bachelor's or Master's degree with a focus on information technology such as computer or information science, management information systems; relevant advanced degrees and/or certifications are preferred.
Experience:	Five (5) or more years of professional level experience that includes software development and the support of information technology systems
Responsibilities Include:	Ability to manage effectively with or without subordinates.
Knowledge of And Skills in:	Information systems analysis, adaptation and management.
Examples of Work:	Writing specifications for information systems, understanding operational systems and translating requirements into technical specifications, designing and implementing system modifications.

Certified Floodplain Manager

Education:	Bachelor's degree in engineering, planning, construction management or other related field. Training in the National Flood Insurance Program, with a possession of a Certified Floodplain Manager certificate. Demonstrated knowledge of principles of surveying, building construction, hydrology and hydraulics.
Experience:	Five (5) or more years' experience as a Certified Floodplain Manager in a community at risk of flooding.
Responsibilities Include:	Providing technical assistance to Program staff, communities, elected officials, local floodplain managers, and other individuals, stakeholders and/or agencies. Preparing templates for practical permitting and enforcement standard operating procedures. Preparing and presenting to the public and public officials. Interpreting and reporting on applicable federal and state laws.
Knowledge of And Skills in:	The requirements and documentation necessary for making a community eligible for participating in NFIP and the Community Rating System (CRS). Ability to review and understand a community's Flood Insurance Rate Maps (FIRMs). Ability to explain floodplain development requirements to community leaders, citizens, and the general public when requested. Understanding of practical permitting and enforcement implementation practices related to a community's Flood Damage Prevention Ordinance, or other similar ordinance/code. Thorough understanding of applicable federal and state laws, including Section 404 of the Federal Water Pollution Control Act, modifications to designated historical structures, Executive Order 11988 (federal floodplain management requirements) as amended by Executive Order , and Executive 11990 (protection of wetlands).
Examples of Work:	Assist in the preparation of Standard Operating Procedures (SOP) for a template community floodplain management program, as well as templates for updates to a community Flood Damage Prevention Ordinances. Provide floodplain management guidance related to community drainage improvements, flood protection, floodplain management, and flood mitigation projects. Assist in approaches to coordinating federal and state floodplain management programs. Explain the requirements of the National Flood Insurance Program and the community's

	program to the general public, elected and/or appointed community decision makers, developers, architects, engineers, land surveyors, planners, and the media. Provide guidance on practical implications of policy decisions.

Statistician/Risk Analyst

Education:	Master's degree in statistics or mathematics.
Experience:	More than 3 years of experience in risk estimating and is fully competent in organizing and coordinating routine and complex assignments.
Responsibilities Include:	Control of budget, scope, and schedule of program initiatives and projects. Works closely with Program Manager.
Knowledge of And Skills in:	Statistics, probability theory, risk estimation, quantitative risk assessment,
Examples of Work:	Coordinates professional, technical, and support staff. Makes recommendations on policy and projects with a goal of minimizing risk.

NOTE: All personnel and their associated job classifications, including job classification title changes for existing personnel, must be approved by OCD prior to billing. If, during the course of the contract, the Contractor adds personnel to the contract team, the Contractor will submit each individual's resume and proposed job classification to OCD for prior review and approval. Once approved by OCD, the individual will be added to the Contractor's roster. Personnel must be associated with one of the job classifications provided above and rate shall not exceed contract rate(s).