

EXHIBIT A

ST. CHARLES PARISH

**Professional Services Contract
for**

Program Administrative/Management Services for the Hazard Mitigation Plan Update

PART I

This Contract for program administrative/management services is made and entered into this ____ day of _____, 2019, by and between St. Charles Parish, State of Louisiana (hereinafter called the PARISH), acting herein by Larry Cochran, Parish President, hereunto duly authorized, and Witt O'Brien's, LLC, a Delaware limited liability company (hereinafter called the CONSULTANT), acting herein by Greg Fenton, Chief Operating Officer, hereunto duly authorized;

WITNESSETH THAT:

WHEREAS, the PARISH is in need of an update to the Hazard Mitigation Plan (hereinafter called HMP or Plan) which requires the reconvening of the steering committee, review of hazards, and reprioritization of mitigation activities in accordance with all local, state, and federal regulations; and

WHEREAS, the PARISH desires to engage the CONSULTANT to render certain program administrative/management services in the implementation of its HMP update:

NOW, THEREFORE, the parties do mutually agree as follows:

1. Employment of CONSULTANT

The PARISH hereby agrees to engage the CONSULTANT, and the CONSULTANT hereby agrees to perform the Scope of Services set forth herein under the terms and conditions of this Contract.

2. Scope of Services

The CONSULTANT shall, in a satisfactory and proper manner, assist the PARISH with its HMP Update by performing the following scope of services, including but not limited to:

Task 1 - Planning Process:

- The Plan will describe the process used to review and analyze each section of the Plan (i.e. Planning Process, Risk Assessment, Mitigation Strategy, and Plan Maintenance).
- If the Steering Committee concludes that some sections of the Plan warrant an update and others do not, the process used to make that determination will be documented.
- The Plan maintenance section will include a description of how the community was kept involved during the Plan maintenance process (44 CFR 201.6(c) (4) (iii)) over the past five years.

Task 2 - Risk Assessment:

- The local risk assessment update will address any newly identified hazards that have been determined to pose a threat.
- The Plan update will continue to describe occurrences of hazards included in the previously approved Plan, and discuss new occurrences of hazard events. The updated Plan will incorporate any new historical records or hazard data related to profiling hazards.
- Any maps included in the updated Plan will be consistent with the updated information.
- The vulnerability overview in the updated Plan will describe any changes, clarifications, or refinements to the summary described in the previously approved Plan. It will continue to include, by type of hazard, a general description of the types of structures affected by the hazard.
- The Plan will address repetitive loss structures in the risk assessment by describing the types (residential, commercial, institutional, etc.) and estimate the numbers of repetitive loss properties located in identified flood hazard areas.
- Where vulnerability to previously identified hazards has changed, the Plan will incorporate this information into the updated risk assessment.
- If the previously approved Plan identified that data deficiencies would be addressed at a later time, then the deficiencies will be considered for incorporation in the updated Plan. If the data deficiencies have not been resolved, they will be addressed along with an explanation of why they have not been resolved.
- The process will include an updated RL Strategy that will update the cost estimating guidance for current market rates and new relevant information. The Consultant will contact the property owner(s) for severe repetitive loss and repetitive loss structures that have been added to the Parish's comprehensive repetitive loss list within the last five to seven years to ascertain their interest in elevating and, when interested, Consultant will document hazard mitigation application information needed such as, property owners' information, photographs, and structure information, including square footage, type of structure, etc.

Task 3 - Mitigation Strategy:

- The Plan will document the goals that were re-evaluated and note the ones that were determined to remain valid and effective.
- The Plan update provides an opportunity to reconsider the range of specific actions. If the mitigation actions remain unchanged from the previous Plan, then the update will indicate why changes are not necessary.
- The Plan will describe the Parish's participation in the NFIP and will identify, analyze, and prioritize actions related to continued compliance with the NFIP.
- The Plan will identify the completed, deleted, or deferred actions or activities from the previously approved Plan as a benchmark for progress. If the mitigation actions or activities remain unchanged from the previously approved Plan, the updated Plan will include in its prioritization any new mitigation actions identified since the previous Plan was approved or through the Plan update process.

Task 4 - Plan Maintenance:

- As part of the planning process, the community reviews and analyzes the previously approved Plan's method and schedule for monitoring and updating the Plan, such as strengths and weaknesses and

what elements, if any, have changed. The updated Plan will include the method and schedule that will be used over the next five years to monitor, evaluate, and update the Plan.

- The updated Plan will continue to describe how the mitigation strategy, including goals and objectives, and mitigation actions will be incorporated into other planning mechanisms, and also indicate how information contained in the Plan, including hazard identification and the risk assessment, will be integrated into other planning mechanisms.
- The Plan will address the process used to keep the community involved over the previous five years. The Plan will also describe the process used to solicit public involvement during the Plan maintenance process over the next five years.

Plan Hazard Mitigation Plan Adoption and Approval

- LOCAL ADOPTION: The Parish will provide documentation (i.e. Resolution) for adoption of the Plan by the Parish Council.
- PLAN APPROVAL: The adopted Plan will be submitted to the Governor’s Office of Homeland Security and Emergency Preparedness (hereinafter called GOHSEP) on or before the termination date for initial review and forwarding to the Federal Emergency Management Agency (hereinafter called FEMA)/Region 6 Office for final review and approval.

The Scope of Services shall be performed under and at the direction of the Parish President, or his/her designee.

3. Period of Performance

The services of the CONSULTANT shall commence upon the issuance of written Notice to Proceed by the PARISH. Such services shall be continued in such sequence as to assure securing FEMA, GOHSEP, and PARISH final approval and adoption of the HMP update prior to the PARISH’S current HMP expiration date of February 17, 2020. In any event, all of the services required and performed hereunder shall not be considered completed until the PARISH has received FEMA, GOHSEP and PARISH final approval of the HMP.

4. Access to Information

All information, data, reports, records, and maps as are existing, available, and necessary for carrying out the work outlined above shall be furnished to the CONSULTANT by the PARISH. No charge will be made to the CONSULTANT for such information, and the PARISH will cooperate with the CONSULTANT to facilitate the performance of the work described in this Contract.

5. Compensation and Method of Payment

The CONSULTANT hereby agrees upon a lump sum fee in the amount of \$83,946.00 as compensation for the Scope of Services. The method of payment to the CONSULTANT is as outlined in the table below:

Task	Description	Payment
1	Completion of the Planning Process Meeting	15%

2	Completion of the Risk Assessment Meeting	25%
3	Completion of the Mitigation Strategy Meeting	20%
4	Completion of the Plan Maintenance Meeting	5%
5	Completion of the Draft Presentation Meeting	15%
6	GOHSEP/FEMA/Council Approval of the updated plan	20%

The CONSULTANT shall submit invoices to the PARISH for payment no more than once a month and following the completion of each Task as outlined above, within a reasonable time frame, but no later than 45 days. Each invoice amount due shall correspond with the Task complete for the period less any previous payments. CONSULTANT will provide two (2) sets of invoices, separating the firm fixed price invoice and the reimbursable expense invoice for each calendar month. Payment of any undisputed amount is due 30 days after receipt of each invoice. Invoices are considered accepted by the PARISH unless a written notice explaining rejection of specific charges is provided to CONSULTANT within ten (10) days from date electronically submitted. A service charge equivalent to 1.5% (per month) of invoice amount may be assessed by CONSULTANT and will be paid by the PARISH for invoices aging beyond 30 days until invoice is paid in full.

6. Ownership of Documents

All documents, including meeting documentation, HMP drafts, field notes, Repetitive Loss Homeowner documentation collected, and other data are the property of the PARISH. The CONSULTANT may retain reproducible copies of the HMP and other documents.

7. Liability

CONSULTANT shall perform its Services hereunder on a best professional efforts basis, consistent with generally accepted industry standards and shall be liable to PARISH for any damages the PARISH sustains to the extent caused by any act or omissions of the CONSULTANT'S negligence in the performance of services under this Contract.

Each party expressly waives and releases the other Party and its subcontractors from, and against, any and all punitive, indirect, special, exemplary and consequential damages of any kind, including without limitation, lost profits or loss of use, regardless of the cause or legal theory of recovery, including negligence, gross negligence or willful misconduct of the Party being released.

8. Insurance

- a. The CONSULTANT shall secure and maintain at its expense such insurance that will protect it and the PARISH, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Contract.
- b. Insurance for bodily injury or death shall be in the unencumbered amount of FIVE

HUNDRED THOUSAND DOLLARS (\$500,000.00) for one person and not less than ONE MILLION DOLLARS (\$1,000,000.00) for all injuries and/or deaths resulting from any one occurrence.

- c. The insurance for property damage shall be in the unencumbered amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for each accident and not less than ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
- d. CONSULTANT shall also secure and maintain at his own expense professional liability insurance in the sum of ONE MILLION DOLLARS (\$1,000,000.00).
- e. CONSULTANT shall also secure and maintain at his own expense comprehensive automobile liability insurance in the sum of ONE MILLION DOLLARS (1,000,000.00). Auto Liability should include owned, hired and leased autos.
- f. All certificates of insurance shall be furnished to the Parish within five (5) days after execution of the Contract and shall provide that insurance not be cancelled without ten (10) days prior written notice to the PARISH.
- g. ST. CHARLES PARISH shall be named as additional insured on general liability insurance policies.
- h. It shall be the responsibility of the CONSULTANT to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of the PARISH. The CONSULTANT shall further ensure the PARISH is named as additional insured on all insurance policies provided by said contractor and/or sub-contractor through the duration of the project.
- i. St. Charles Parish may examine all insurance policies.
- j. For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- k. CONSULTANT shall indemnify and save harmless the PARISH against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the CONSULTANT, its agents, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

9. Records and Audits

The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the PARISH to assure proper accounting for all funds, both federal and non-federal shares. These records will be made available for monitoring visits/audit purposes to the PARISH or any authorized representative, and will be retained for five (5) years from the official date of the final closeout of the associated federal award (FEMA Pre-Disaster Mitigation Program FEMA Project #: EMT-2018-PC-0002

A-0; GOHSEP Project #: PDMC-PJ-06-LA-2017-002), unless permission to destroy them is granted by the PARISH.

10. Terms and Conditions

This Agreement is subject to the provisions titled, "PART II, Compliance Provisions for Federally Assisted Professional Services Contracts" consisting of twelve (12) pages, attached hereto, and incorporated by reference herein.

By entering into this Contract, CONSULTANT affirmatively warrants that CONSULTANT is currently in compliance with such laws, and further warrants that during the term of this Contract, CONSULTANT shall remain in compliance therewith.

11. Address of Notices and Communications

PARISH
Mr. Larry Cochran
Parish President
St. Charles Parish
Post Office Box 302
Hahnville, LA 70057

Witt O'Brien's, LLC
Cheryl Joiner
Director of Contracts
818 Town & Country Blvd., Suite 200
Houston, TX 77024
Phone: 281-606-4721
contractrequests@wittobriens.com with
a copy to cdetillieu@wittobriens.com

With a copy to:

Mr. Billy Raymond
Chief Administrative Officer
St. Charles Parish
P. O. Box 302
Hahnville, LA 70057

Legal Notices to:

Witt O'Brien's, LLC
Attention: Legal Counsel
2200 Eller Drive
Fort Lauderdale, FL 33316
Email: blong@ckor.com with
a copy to cdetillieu@wittobriens.com

12. Jurisdiction

For all claims arising out of or related to this Contract, the CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any pleas of jurisdiction based upon the CONSULTANT'S residence or right to federal court based upon diversity of citizenship.

13. Headings

Each paragraph of this Contract has been supplied with a heading to serve only as a guide to the contents. The heading does not control the meaning of any paragraph or in any way determine its interpretation.

14. Entire Contract

All negotiations, proposals and agreements prior to the date of this Contract are merged herein and superseded hereby, there being no other agreements, warranties or understandings other than those written or specified herein. In the event of a conflict between this Contract and the Proposal, the terms of this Contract shall control.

15. Termination by the Parties


If, through any cause, the either party shall fail to fulfill in a timely and proper manner its obligations under this Contract, the other party shall thereupon have the right to terminate the Contract, without prejudice to any other rights or claims which it may have under this Contract, upon providing prior written notice to the other party and at least ten (10) days opportunity to cure such breach. In any event, the PARISH shall pay all fees due and expenses incurred for Services rendered through the date of termination.

16. Authorization


IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

Witness St. Charles Parish

Witness BY: _____
Larry Cochran
Parish President



Witness Witt O'Brien's, LLC



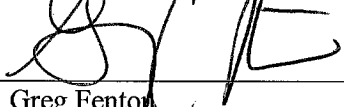
Witness BY: 
Greg Fenton
Chief Operating Officer

EXHIBIT A

ST. CHARLES PARISH

Professional Services Contract

for

Program Administrative/Management Services for the Hazard Mitigation Plan Update

PART II

Compliance Provisions for Federally Assisted Professional Services Contracts

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1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to contracts and subcontracts in excess of \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

3. **CIVIL RIGHTS**

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

4. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**

(Applicable to contracts and subcontracts over \$10,000)

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to

employ and advance in employment physically and mentally handicapped individuals.

- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

5. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

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

6. AGE DISCRIMINATION ACT OF 1975

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

7. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of Louisiana, the Federal agency providing the assistance for this contract, the Comptroller General of the United States, St. Charles Parish, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the Contractor and St. Charles Parish, respectively, for a period of three (3) years from the date of submission of the grantee's final expenditure report.

8. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

9. **CONFLICT OF INTEREST**

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

10. **ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED**

(Applicable to contracts and subcontracts of \$10,000 and under)

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

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

11. PATENTS

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

12. 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 the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

13. TERMINATION FOR CAUSE

(Applicable to all contracts in excess of \$10,000)

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon

have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

14. TERMINATION FOR CONVENIENCE

(Applicable to all contracts in excess of \$10,000)

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

15. SUBCONTRACTS

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

16. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its Subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of the provisions of E.O.s 12549 and 12689. To ascertain whether a Contractor or Subcontractor has been excluded from participating in a contract or subcontract receiving Federal financial assistance, a search of excluded parties can be conducted using the System for Award Management provided by the General Services Administration at <https://www.sam.gov>.

17. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

18. PROVISIONS 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 application of either party the contract shall forthwith be physically amended to make such insertion or correction.

19. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

20. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

21. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

22. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract that no person having any such interest shall be employed.

23. POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

24. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

25. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

26. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the contractor under this contract are confidential, and the contractor agrees that they shall not be made available to any individual or organization without prior written approval of the owner.

27. LOBBYING

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**JOINT UNANIMOUS WRITTEN CONSENT
OF
THE SOLE MEMBER AND THE BOARD OF MANAGERS OF
O'BRIEN'S RESPONSE MANAGEMENT, L.L.C.
IN LIEU OF ANNUAL MEETING**

The undersigned, being the sole member (the "**Member**") and all of the managers of the Board of Managers (the "**Board**") of O'Brien's Response Management, L.L.C., a Delaware limited liability company (the "**Company**"), hereby consent, approve and adopt the following resolutions as if duly adopted at a formal meeting of the Board and the Member held for this purpose:

WHEREAS, the sole Member and the Board desire to adopt resolutions by unanimous written consent in lieu of the annual meeting of the sole Member and the Board for 2018.

NOW, THEREFORE, BE IT

RESOLVED, that the undersigned hereby waive all formal requirements, including the necessity of holding a formal or informal meeting, and any requirements that notice of such meeting be given; and be it further

RESOLVED, that any and all acts of the managers, officers, employees, agents and representatives of the Company, taken pursuant to the minutes of any meetings of, and any resolutions adopted by unanimous written consent of the Member and the Board since the last annual meeting are ratified, affirmed and approved in every respect; and be it further

RESOLVED, that the following persons are hereby appointed to serve on the Company's Board until the next annual meeting of the Member or until their successors are duly appointed and qualified, except in the event of earlier termination of term of office through death, resignation, removal or otherwise:

Tim Whipple
Gregory Fenton
Paul Murray

and be it further

RESOLVED, that the following persons are hereby elected to the offices set forth opposite their names, to hold office until the first meeting of the Board following the next annual appointment of managers and until their respective successors shall have been duly elected and qualified, except in the event of earlier termination of term of office through death, resignation, removal or otherwise:

Tim Whipple
Gregory Fenton

Chief Executive Officer
Chief Operating Officer

Paul Murray
Michael Gallagher
Patrick Knapp
Lisa Manekin
William C. Long

Chief Financial Officer
Senior Managing Director
Vice President – Response Operations
Treasurer
Secretary

and, be it further

RESOLVED, that the Amended and Restated Signature Authorizations set forth on Schedule A, attached hereto (the “**Signature Authorizations**”), are hereby approved effective as of the date hereof and supersede all prior authorizations; and be it further

RESOLVED, that each of the Chief Executive Officer and Chief Operating Officer, is hereby authorized to amend the Signature Authorizations from time to time as he deems necessary and appropriate to carry out the business purposes of the Company, and to execute, certify, and deliver documentation evidencing such authorization; and be it further

RESOLVED, that (a) the undersigned may evidence their consent to this Joint Unanimous Written Consent by (i) executing a counterpart hereto and delivering the same to the Company in paper form, by facsimile or electronic mail in portable document format (PDF) or (ii) electronic transmission (i.e., email) stating that such person consents to actions set forth in the Joint Unanimous Written Consent, and (b) this Joint Unanimous Written Consent shall be effective for all purposes as of the latest date consent hereto is received by one of the means referenced in clause (a) above.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have duly executed this Joint Unanimous Written Consent on the dates set forth below.

MEMBER

WITT O'BRIEN'S, LLC

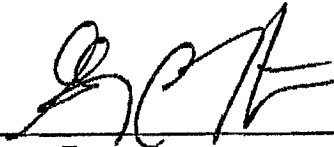


Tim Whipple, Chief Executive Officer
Dated: 8/21/18

MANAGERS



Tim Whipple
Dated: 8/21/18



Gregory Fenton
Dated: 8/21/18

SCHEDULE A

O'BRIEN'S RESPONSE MANAGEMENT, L.L.C. SIGNATURE AUTHORIZATIONS

(Amended and Restated as of August 21, 2018)

General

The Board of Managers (the "**Board**") and officers of O'Brien's Response Management, L.L.C. (the "**Company**") are authorized to sign contracts, insurance documents, statements, amendments, and other miscellaneous documents, in the name of, and on behalf of, the Company that are required in the ordinary course of the Company's daily business activities, except if such contracts or documents directly relate to actions that require prior approval of the Board. Additionally, the Board and officers of the Company may delegate signature authority to an employee provided such authorization is in writing.

Bank Accounts

The following persons are authorized to draw checks on behalf of the Company from Company accounts, when such checks are signed with the signature of such person certified to such financial institution by the Secretary of the Company:

Bruce Weins	Chief Financial Officer (SEACOR Holdings Inc.)
Tim Whipple	Chief Executive Officer
Greg Fenton	Chief Operating Officer
Paul Murray	Chief Financial Officer
Lisa Manekin	Treasurer

Client Contracts and Proposals

The following persons are authorized to sign contracts in the name of, and on behalf of, the Company, governing the performance of work and/or services to its clients, including any ancillary documents, amendments, task orders, purchase orders, and/or extensions related thereto ("**Client Contracts**"), and to sign proposals including any associated ancillary documents, in the name of, and to be submitted on behalf of, the Company in response to requests for proposals ("**Proposals**"), and to execute, certify, and deliver documentation evidencing such authorization:

Tim Whipple	Chief Executive Officer
Greg Fenton	Chief Operating Officer
Paul Murray	Chief Financial Officer
William C. Long	Secretary

The following employees are authorized to sign Client Contracts (in the form approved by the Company as a standard contract form) and Proposals including any associated ancillary documents, on behalf of the Company, for services with a value up to \$50,000.00, and for services with a value over \$50,000.00, with prior written authorization by the Chief Executive Officer, Chief Operating Officer or Chief Financial Officer and to execute, certify, and deliver documentation evidencing such authorization:

Michael Gallagher Senior Managing Director
Patrick Knapp Vice President – Response Operations

The following person is authorized to sign Client Contracts and Proposals including any associated ancillary documents on behalf of the Company, and to execute, certify, and deliver documentation evidencing such authorization, with prior written approval from the Chief Executive Officer, Chief Operating Officer or Chief Financial Officer:

Cheryl Joiner Director Contract & Compliance

The following person is authorized to sign Proposals including any associated ancillary documents on behalf of the Company, and to execute, certify, and deliver documentation evidencing such authorization, with prior written approval from the Chief Executive Officer, Chief Operating Officer or Chief Financial Officer:

Heather Stickler Vice President of Marketing

Non-Disclosure/Teaming Agreements

The following persons are authorized to sign non-disclosure/confidentiality agreements, and teaming agreements on behalf of the Company, and to execute, certify, and deliver documentation evidencing such authorization:

Tim Whipple Chief Executive Officer
Greg Fenton Chief Operating Officer
Paul Murray Chief Financial Officer
Cheryl Joiner Director of Contracts & Compliance

Vendor Contracts

The following persons are authorized to sign contracts with persons or entities that will provide products and/or services to the Company, including but not limited to subcontractor agreements, IT agreements, office supply agreements, equipment leases and the like, on behalf of, and in the name of the Company, and to execute, certify, and deliver documentation evidencing such authorization:

Tim Whipple Chief Executive Officer
Greg Fenton Chief Operating Officer
Paul Murray Chief Financial Officer
Cheryl Joiner Director of Contracts & Compliance

Offer Letters

Metha Vasquez, Director of Human Resources, is authorized to sign offer letters on behalf of the Company, in connection with the employment or engagement of an individual to provide services to the Company provided that she consults with, and obtains the consent of, the Chief Executive Officer of the Company to proceed with the offer, and to execute, certify, and deliver documentation evidencing such authorization.

EXHIBIT C

ST. CHARLES PARISH

Hazard Mitigation Plan Update

NON-COLLUSIVE AND NON-SOLICITATION AFFIDAVIT

STATE OF LOUISIANA

PARISH OF ST. CHARLES

Greg Fenton, being first duly sworn, deposes and says that:

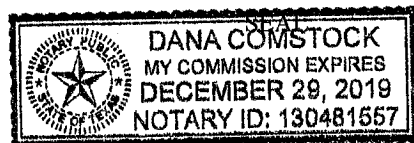
- (1) He is the Chief Operating Officer of Witt O'Brien's, LLC (Owner, Partner, Officer, Representative or, Agent) the Bidder, and that the Bidder has submitted the accompanying Proposal to the Parish of St. Charles, Louisiana, the Owner;
- (2) He is fully informed respecting the preparation and contents of the Proposal and of all pertinent circumstances respecting the Proposal;
- (3) The Proposal is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract or Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any Bidder, firm, or person to fix the price or prices in the Proposal or the Proposal of any other Bidder; or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees, or parties in interest, including this affidavit;
- (6) That he has employed no one person, corporation, firm, association, or other organization, either directly or indirectly, to secure the contract under which he is to receive payment, other than persons regularly employed by him whose services in connection with the contract or in securing the contract were in the regular course of their duties for him; and that no part of the contract price to be received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the contract were in the regular course of their duties for him;

Bidder Witt O'Brien's, LLC
 By [Signature]
 Title COO

Subscribed and sworn to before me
 this 7th day of February, 2019 at Harris Co., Texas
 Louisiana

My commission expires 12-29-19

[Signature]





SEACHOL-01

MAHAFFL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/28/2019

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

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

PRODUCER JLT Specialty Insurance Services Inc. 5847 San Felipe St. Suite 2800 Houston, TX 77057	CONTACT NAME: Kimberly Rossi PHONE (A/C, No, Ext): (713) 325-7617 FAX (A/C, No): (713) 789-0415 E-MAIL ADDRESS: kimberly.rossi@jltus.com
	INSURER(S) AFFORDING COVERAGE
INSURED Witt O'Brien's, LLC O'Brien's Response Management, LLC 1201 15th Street NW, Suite 600 Washington, DC 20005	INSURER A: Starr Indemnity & Liability Company NAIC # 38318
	INSURER B: Arch Insurance Company NAIC # 11150
	INSURER C: Lloyd's Syndicate 623
	INSURER D:
	INSURER E:
	INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X X	JLT57081	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X X	1000198884181	06/03/2018	06/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	ZAWCI9951300	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cont Poll / Prof Lia		W24AC0180101	10/01/2018	10/01/2019	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Subject always to policy terms, conditions and exclusions, Certificate Holder is named as Additional Insured with respects to the General Liability and Auto Liability Policies but only to the extent of risks and liabilities assumed by the insured in a signed written contract.
 Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
 Waiver of subrogation is in favor of the certificate holder respects General Liability, Auto Liability, and Workers' Compensation policies when required by written contract subject to the policies terms and conditions and as permitted by law.

CERTIFICATE HOLDER St. Charles Parish P.O. Box 302 Hahnville, LA 70057	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE JLT Specialty Insurance Services Inc.
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