

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “**Agreement**”) is dated as of _____, ____ (the “**Effective Date**”), by and between Integrated Solutions Consulting, Corp. (“**ISC**”) and _____ (“**Client**”).

RECITALS

WHEREAS, ISC provides consulting and other professional services focused on developing and implementing comprehensive crisis and consequence management services;

WHEREAS, ISC provides services to Federal Emergency Management Agency (“**FEMA**”) state and non-state entity grant recipients and sub-recipients (“**Non-Federal Entities**”), and this Agreement is compliant with federal procurement standards for purchasing in support of declarations and FEMA awards issued on or after November 12, 2020; and

WHEREAS, Client desires to engage ISC to provide certain services as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall end when ISC has completed the contracted services as described in the Scope of Work (as defined below). Notwithstanding the foregoing, after the one-year anniversary of the Effective Date, either party may terminate this Agreement upon 30 days’ written notice. Upon expiration or termination of this Agreement in any instance, Client shall pay ISC for Services completed and/or in progress through the date of termination, to the extent work has been performed in accordance with this Agreement or otherwise to the satisfaction of Client.

2. Scope of Services; Compensation and Payment. ISC shall provide the services (the “**Services**”) set forth on Exhibit A (the “**Scope of Work**”), in accordance with this Agreement. Client may, from time to time, request changes to the Scope of Work. Any such changes, including any corresponding increase or decrease in ISC’s fees and the timeline for delivering the Services, shall be documented by an amendment to this Agreement. ISC’s fees and payment terms are set forth on Exhibit B (the “**Fee Schedule**”). The cost of any changes, modifications, change orders or constructive changes must be allowable, allocable, within the scope of Client’s grant or cooperative agreement and reasonable for the completion of project scope, as applicable.

3. Contract Provisions for Non-Federal Entities under FEMA. If the Scope of Work indicates that the Services include Services procured by Client as a Non-Federal Entity, then the contract provisions set forth on Exhibit C (the “**FEMA Contract Provisions**”) shall apply to this Agreement, and in the event of any conflict or inconsistency between the FEMA Contract Provisions and another other terms set forth in this Agreement, the FEMA Contract Provisions shall control in all respects.

4. Events of Default and Remedies. Any material misrepresentation in the inducement of this Agreement or the performance of the Services, or any breach of any term of this Agreement, shall be an “**Event of Default.**” Upon the occurrence of an Event of Default and the defaulting party’s failure to cure same within 30 days after written notice is given (which cure period shall be five days for a default of compliance with the Fee Schedule), the non-defaulting party may terminate this Agreement immediately.

5. Standards of Performance. ISC shall devote such time, attention, skill and knowledge as is reasonably necessary to perform Services the effectively and efficiently. Client shall provide reasonable cooperation to ISC in its performance of the Services and shall execute, and to cause its employees and contractors to execute, such agreements, waivers and other documents as may be reasonably required by ISC in order to provide the Services.

6. Binding Effect; Assignment. This Agreement shall be binding on the parties and their respective successors and assigns. Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party.

7. Confidential Information.

a. Definition. “**Confidential Information**” refers to any information provided by one party to the other which is marked “Confidential,” described as “proprietary” or “confidential,” or which may be part of a trade secret, whether disclosed orally or in writing, or any other information which should reasonably be understood by the receiving party to be confidential information of the disclosing party. By example and without limiting the foregoing definition, Confidential Information shall include, but not be limited to: (a) formulas, algorithms, logic, functionality, research and development techniques, processes, trade secrets (including as defined in 765 ILCS 1065/2(d)), computer programs, software, electronic codes, mask works, inventions, innovations, patents, patent applications, discoveries, improvements, data, know-how, formats, test results, and research projects; (b) information about costs, profits, markets, sales, contracts and lists of customers, and distributors; (c) business, marketing, and strategic plans; and (d) forecasts, unpublished financial information, budgets, projections, and customer identities, characteristics and agreements. Confidential Information is to be broadly defined, and includes all information that has or could have commercial value or other utility in the business in which a party is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of the parties, whether or not such information is identified as Confidential Information by either party.

b. ISC Confidential Information. ISC owns and has developed and compiled, and will develop and compile, certain trade secrets, proprietary techniques and other Confidential Information which have great value to its business. This Confidential Information includes not only information disclosed by ISC to Client, but also information developed or learned by Client during the course of its relationship with ISC, including but not limited to the development of software or the completion of the Services.

- c. Protection of Confidential Information. Each party agrees to maintain the other party's Confidential Information in confidence to the same extent that it protects its own Confidential Information and shall not use, disclose, provide or otherwise make available, in whole or in part, such Confidential Information to any person or entity, except as necessary to execute the Scope of Work. Subject to the foregoing, a party may disclose the Confidential Information of the other party to any of its employees, agents or contractors with a need to know such information to the extent necessary for that party to perform its obligations under this Agreement, provided the individuals to whom disclosure is made are bound to protect the confidentiality of such Confidential Information and comply with the limitations of this Agreement.
- d. Press Releases. Neither party shall issue publicity news releases nor grant press interviews, except where first agreed upon by the other party or as may be required by law, during or after the performance of the Services, nor shall either party disseminate any information regarding the Services without the prior written consent of the other party.
- e. Survival. The terms of this Section 7 shall survive the expiration or termination of this Agreement.

8. Ownership of Work Product. Except as otherwise specified in the Scope of Work, any deliverables of the Services shall be considered works for hire in accordance with the United States Copyright Act, 17 U.S.C. §101, and shall be the sole property of Client. Any software, Confidential Information or other work product developed independently by ISC prior to the Effective Date, and as improved upon, modified or otherwise developed or expanded upon during the term of this Agreement, even if done at the Client's request and/or direction, shall remain the sole and exclusive property of ISC. Each party take all actions reasonably requested by the other party to effectuate the foregoing provisions regarding ownership.

9. Representations and Warranties of ISC. ISC represents and warrants that the following shall be true and correct as of the Effective Date and shall continue to be true and correct during the term of this Agreement:

- a. Compliance with Laws. ISC is and shall remain in compliance with all material local, state and federal laws relating to this Agreement and the performance of Services.
- b. Good Standing. ISC is not in default and has not been deemed by Client to be in default under any other Agreement with Client during the five years immediately preceding the Effective Date.
- c. Disclaimer of All Other Warranties. THE WARRANTIES PROVIDED BY ISC HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ANY EVENT, CLIENT SHALL NOT BE ENTITLED TO ANY INCIDENTAL,

CONSEQUENTIAL, LOSS OF PROFIT, LOSS OF OPPORTUNITY, OR PUNITIVE OR EXEMPLARY DAMAGES FOR ANY BREACH OF THIS AGREEMENT BY ISC.

10. Representations and Warranties of Client. Client represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the term of this Agreement.

- a. Authorization. Client has taken all action necessary for the approval and execution of this Agreement. The person signing on behalf of Client is duly authorized by Client and has complete and full authority to commit Client to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Client.
- b. Financing. Client has taken all steps necessary to secure financing and warrants it will pay all fees when due.

11. Contractor Relationship. The relationship between ISC and Client is and shall continue to be that of an independent contractor. Neither ISC nor any of ISC's employees shall be entitled to receive Client employee benefits. As an independent contractor, ISC shall be responsible for the payment of all applicable taxes and withholdings which may be due in regard to compensation paid by Client. ISC's valid federal employer identification number as defined by the United States Internal Revenue Code will be provided to Client upon request.

12. Indemnification. Each party shall defend, indemnify and hold harmless the other party, its shareholders, directors, members, managers, employees, agents and officers, from and against any and all liabilities, taxes, penalties, interest, losses, damages and expenses of every kind, nature and character, including reasonable attorneys' fees and costs, arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of the other or its employees or its subcontractors under this Agreement. The indemnities set forth herein shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, the ISC and Client shall not be deemed to have waived any rights, protections or immunities under 745 ILCS 10/1-101, et. seq.

13. Insurance. At all times during the term of this Agreement, each party shall maintain, at its sole expense, customary and appropriate insurance coverage.

14. Non-Solicitation of Employees. During the term of this Agreement and for two years thereafter, Client shall not, directly or indirectly, solicit, recruit or induce any employee or contractor of ISC to (a) terminate their employment relationship or contractor relationship with ISC, or (b) work for any other person or entity engaged in ISC's industry.

15. Entire Agreement and Amendment. This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties. Any prior agreements or representations,

either written or oral, relating to the subject matter of this Agreement are of no force or effect. Headings are for convenience only, and shall not be deemed to create or waive any substantive rights.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to any conflict of law or choice of law principles. Venue for any disputes related to this Agreement will be proper in the Northern District of Illinois or Cook County of Illinois.

17. Waiver. No delay or omission by ISC to exercise any right hereunder shall be construed as a waiver of any such right, and ISC reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ISC:

Integrated Solutions Consulting, an Illinois corporation

By: _____

Name: _____

Title: _____

CLIENT:

By: _____

Name: _____

Title: _____

EXHIBIT A

Scope of Work

One of the following must be checked:

___ Services include Services procured by Client as a state or non-state Non-Federal Entity (FEMA grant recipient or subrecipient). FEMA Contract Provisions set forth on Exhibit C shall apply.

___ Services do NOT include Services procured by Client as a Non-Federal Entity. FEMA Contract Provisions do NOT apply.

A. Damage Assessments: The Contractor will assist the owner in conducting a thorough Preliminary Damage Assessment (PDA) of infrastructure for both public and individual assistance.

B. Grant Development: The Contractor will provide on-call owner's representation and grants development consulting services at the request of the Owner on matters inclusive of, but not limited to:

- Project/Grant Development and Formulation for FEMA under the Stafford Act, HUD's Community Development Block Grant (CDBG) Programs and Other Federal and State Programs.
- FEMA PW Scope Development and Negotiation
- Cost Estimating and Analysis for Grant Development
- Immediate Needs Funding (INF)/Expedited PW Development
- Funding Strategy Development
- Procurement Advisory
- Cost-Benefit Analysis
- Insurance Reconciliation (assessment of duplication of benefits)
- Representation to FEMA, other Federal Agencies and State Agencies, as Authorized
- Advisory Services in Any Matter Dealing with the Recovery Process

C. Funding Source Compliance and Reimbursement: The Contractor will provide as needed funding compliance and grants management consulting services at the request of the Owner on matters inclusive of, but not limited to:

- Funding Source Coordination to Avoid Duplication of Benefits
- Data Management and Document and Project Controls
- Environmental and Historic Preservation Management and Compliance
- Procurement Compliance
- Davis-Bacon & Section 3 Compliance (if HUD CDBG-Disaster Recovery Funding for the Non-Federal "Match" is Made Available)
- Hazard Mitigation Proposal Development (if this Funding Source Becomes Available)

- Grants Process Management
- Maximize Reimbursement Amounts
- Respond to Request for Information
- Regular Grants Status Reporting
- Manage Receipt and Assist in Accounting of Reimbursements
- Management of Grants Management Costs

D. Closeout and Audit Support: The Contractor will provide closeout and audit consulting services at the request of the Owner on matters inclusive of, but not limited to:

- Final Cost Reconciliation and Closeout Packaging
- Arbitration and Appeal Support (if needed)
- Audit Support (including DHS OIG, etc.)

E. Consultant Coordination: The Contractor will provide consultant coordination services at the request of the Owner on matters inclusive of, but not limited to:

- Coordination with Other Related Service Providers and Vendors (Including Legal, Accounting, Architectural, Engineering, Construction Contractors)
- Other Coordination as Requested

G. Additional Services

If requested by Owner, the Contractor may perform additional services listed below. Fees and expenses associated with Additional Services will be negotiated and authorized in writing by Owner prior to commencement:

- Debris Monitoring
- EOC Staff Augmentation
- Community Outreach
- Facility Assessments not related to the damages
- Other Services not expressly mentioned

H. Technology

If requested by the Owner, the Contractor may perform services utilizing the Contractor's technology, the Odysseus™ Enterprise System including the Grant Management Tool (GMT) and Site Inspection Tool (SIT), which can be integrated into Owner's existing processes and systems. Licensing available upon request.

EXHIBIT B

Fee Schedule

Labor Category	Rate
Project Executive	\$ 203.31
Subject/Industry Matter Specialist	\$ 186.64
Project Manager	\$ 183.65
Senior Consultant	\$ 168.99
Consultant	\$ 143.28
Associate	\$ 123.73
Emergency Management Specialist	\$ 143.27
Insurance Specialist	\$ 170.36
Accountant	\$ 130.46
Disaster Recovery Planner	\$ 134.45
Mitigation Specialist	\$ 146.97
Public Assistance Specialist	\$ 153.59
Engineer	\$ 160.04
Cost Estimator	\$ 146.87
Legal Specialist	\$ 193.96
Environmental Specialist	\$ 130.22
Grant Administrator	\$ 132.31
GIS Analyst	\$ 132.24
FAA Licensed UAV / Drone Pilot	\$ 186.02
Computer & Data Analyst	\$ 118.06
Administrator***	\$ 99.60

EXHIBIT C

FEMA Contract Provisions

1. Remedies. If any work performed by ISC fails to reasonably meet the requirements of this Agreement, Client may, in its sole discretion: (a) elect to have ISC re-perform or cause to be re-performed ISC's sole expense, the Services which failed to meet the requirements of this Agreement; (b) engage another consultant to perform the work and deduct reasonable additional costs incurred by Client as a result of engaging the additional contractor from any amounts due to ISC; or (c) pursue and obtain any and all other available legal or equitable remedies.

2. Termination for Cause or Convenience. Client may terminate this Agreement for ISC's failure to comply with this Agreement; provided, that Client shall give ISC written notice specifying ISC's failure. If within 30 days after receipt of such notice, ISC has not reasonably corrected such failure or, in the case of failure that cannot be corrected in 30 days, begin in good faith to correct such failure, Client may, at its option, place ISC in default, and the Agreement shall terminate upon Client's issuance and ISC's receipt of a second written notice. Client may terminate the Agreement at its convenience at any time for any or no reason by giving 30 days written notice to ISC.

3. Equal Employment Opportunity. If this Agreement is a "federally assisted construction contract" as defined by 41 C.F.R. § 60-1.4(b), then during the performance of this Agreement, the parties agree as follows:

- a. ISC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. ISC will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ISC 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. ISC will, in all solicitations or advertisements for employees placed by or on behalf of ISC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. ISC will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the

compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with ISC's legal duty to furnish information.

- d. ISC will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of ISC's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. ISC will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. ISC will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of ISC's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and ISC may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. ISC will include this Section 3 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. ISC will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, ISC may request the United States to enter into such litigation to protect the interests of the United States.
- i. Client will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if Client so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under this Agreement.

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

4. Compliance with the Davis-Bacon Act. If this Agreement is a "federally assisted construction contract" as defined by 41 C.F.R. § 60-1.4(b), then during the performance of this Agreement, the parties agree as follows: All transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. ISC shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

5. Compliance with the Copeland "Anti-Kickback" Act. If this Agreement is a "federally assisted construction contract" as defined by 41 C.F.R. § 60-1.4(b), then during the performance of this Agreement, the parties agree as follows: ISC shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement. ISC and any subcontractor of ISC shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6. Compliance with the Contract Work Hours and Safety Standards Act. If ISC will employ any mechanics or laborers in performance of the Services, then during the performance of this Agreement, the parties agree as follows:

- a. Overtime requirements. ISC and any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which they are employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (a) of this section, ISC and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, ISC and such subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this section.
- c. Withholding for Unpaid Wages and Liquidated Damages. Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by ISC or a subcontractor under this Agreement or any other Federal contract with ISC, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by ISC, such sums as may be determined to be necessary to satisfy any liabilities of ISC or a subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) of this section.
- d. Subcontracts. ISC or a subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. ISC shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

7. Compliance with the Clean Air Act. ISC shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. ISC shall report each violation to the Client and understands and agrees that Client will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. ISC shall include

these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

8. Compliance with Federal Water Pollution Control Act. ISC shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. ISC shall report each violation to Client and understands and agrees that Client will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. ISC shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. Suspension and Debarment. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, ISC is required to verify that none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). ISC shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into. The foregoing certification is a material representation of fact relied upon by Client. If it is later determined that ISC did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Client, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Client shall comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C during the term of this Agreement. Client further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

11. Procurement of Recovered Materials. If Client is a state agency or agency of a political subdivision of a state, then in the performance of this Agreement, ISC shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (a) competitively within a timeframe providing for compliance with the contract performance schedule; (b) meeting contract performance requirements; or (c) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. ISC shall also comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. Access to Records. ISC shall provide Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any

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

13. DHS Seal, Logo and Flags. ISC shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

14. Compliance with Federal Law, Regulations and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. ISC will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

15. No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to Client, ISC or any other party pertaining to any matter resulting from this Agreement.

16. Program Fraud and False or Fraudulent Statements or Related Acts. ISC acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this Agreement.

* * * * *