

# **RFP for Contractual Services**

State of Nebraska
State Purchasing Bureau

Request for Proposals #RFP 6107 Z1 Due July 9, 2019 at 2:00pm CST

**Original Copy** 

Prepared By Hagerty Consulting 1618 Orrington Ave, Suite 201 Evanston, IL 60201 847-492-8454

Contact
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Director of Operations
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# Form A: Proposal Point of Contact

See Below



# Form A Proposal Point of Contact Request for Proposal Number 6107 Z1

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the contractor's response.

Preparation of Response Co	Preparation of Response Contact Information		
Contractor Name:	Hagerty Consulting, Inc.		
Contractor Address:	1618 Orrington Ave., Suite 201, Evanston, IL 60201		
Contact Person & Title:	Katie Freeman, Director of Operations		
E-mail Address:	katie.freeman@hagertyconsulting.com		
Telephone Number (Office):	847-492-8454 x119		
Telephone Number (Cellular):	510-851-2664		
Fax Number:	847-859-1710		

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information			
Contractor Name:	Hagerty Consulting, Inc.		
Contractor Address:	1618 Orrington Ave., Suite 201, Evanston, IL 60201		
Contact Person & Title:	Katie Freeman, Director of Operations		
E-mail Address:	katie.freeman@hagertyconsulting.com		
Telephone Number (Office):	847-492-8454 x119		
Telephone Number (Cellular);	510-851-2664		
Fax Number:	847-859-1710		

# Request for Proposal for Contractual Services Form

See Below



#### REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the contractor guarantees compliance with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that contractor maintains a drug free work place.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.
NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.
I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.
I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

### FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	Hagerty Consulting, Inc.
COMPLETE ADDRESS:	1618 Orrington Ave., Suite 201, Evanston, IL 60201
TELEPHONE NUMBER:	847-492-8454
FAX NUMBER:	847-859-1710
DATE:	July 8, 2019
SIGNATURE:	Catalo
TYPED NAME & TITLE OF SIGNER:	Katie Freeman, Director of Operations

# Section II: Terms and Conditions

See Below



#### II. TERMS AND CONDITIONS

Bidders should complete Sections II through IV as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

- If only one Party has a particular clause then that clause shall control;
- 2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
- 3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

#### A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
K			

The contract resulting from this solicitation shall incorporate the following documents:

- 1. Request for Proposal and Addenda;
- Amendments to the solicitation;
- Questions and Answers;
- Bidder's proposal (Solicitation and properly submitted documents);
- 5. The executed Contract and Addendum One to Contract, if applicable; and,
- **6.** Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Bidder's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

#### B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Sollcitation Response (Initial)	NOTES/COMMENTS:
4			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Contractor Contract Manager	Bryan Tuma
Contractor	Nebraska Emergency Management Agency
Contractor Street Address	2433 NW 24th Street
Contractor City, State, Zip	Lincoln, NE 68524

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

#### C. NOTICE

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

#### D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

#### E. BEGINNING OF WORK

The contractor shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

#### F. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

#### G. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Sollcitation Response (Initial)	NOTES/COMMENTS:
WF			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

#### H. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
4			•

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

#### I. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
K			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without

unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

#### J. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (InItial)	NOTES/COMMENTS:
VE			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

#### K. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
KF			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

#### L. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
KF			

#### 1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

#### 2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this solicitation.

#### 3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

#### 4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

#### 5. ALL REMEDIES AT LAW

Nothing in this agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this contract. Any liabilities or claims for property loss or damages or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons, shall be determined according to applicable law.

The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

#### M. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
W			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

#### N. PERFORMANCE BOND

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		KF	N/A Por Addendum 2

The Contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the bond must be of the contract amount for the initial period. The bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the contract has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

#### O. RETAINAGE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
W			

The State will withhold ten percent (10%) of each payment due as retainage. The entire retainage amount will be payable upon successful completion of the project. Upon completion of the project, the Contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the Contractor within forty-five (45) calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

#### P. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
KF			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

#### Q. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
KF			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

#### R. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
4			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

#### S. EARLY TERMINATION

Accept (Initial)	Reject (InItial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
R			

The contract may be terminated as follows:

- 1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
- 2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
- 3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;

- b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
- a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
- d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders:
- e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- g. Contractor intentionally discloses confidential information;
- h. Contractor has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

#### T. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VE			

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

- 1. Transfer all completed or partially completed deliverables to the State;
- 2. Transfer ownership and title to all completed or partially completed deliverables to the State;
- 3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
- Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations
  of this contract;
- Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract:
- **6.** Return or vacate any state owned real or personal property; and,
- 7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

# Section III: Contractor Duties

See Below



#### **III. CONTRACTOR DUTIES**

#### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
UF			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

- Any and all pay, benefits, and employment taxes and/or other payroll withholding;
- 2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
- 3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
- Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
- 5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
- 6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

#### B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
KF			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

 The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>

The completed United States Attestation Form should be submitted with the solicitation response.

- 2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements Program.
- 3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

# C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this solicitation.

#### D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
KF			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

#### E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Sollcitation Response (Initial)	NOTES/COMMENTS:
KF			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

#### F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
PF			

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

#### G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
H			

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

- Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
- 2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
- Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery

or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

#### 1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter. The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

# 2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. The **policy shall include the State**, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

COMMERCIAL GENERAL LIABILITY General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
Abuse & Molestation	Included
If higher limits are required, the Umbrella/Excess L	
WORKER'S COMPENSATION	, and the state of
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	· · · · · · · · · · · · · · · · · · ·
Over Primary Insurance	\$5,000,000 per occurrence
MANDATORY COI SUBROGATION WAIVER LANG	SUAGE
"Workers' Compensation policy shall include a waive	of subrogation in favor of the State of Nebraska."
MANDATORY COI LIABILITY WAIVER LANGUAGI	
	omobile Liability policies shall name the State of

#### 3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Nebraska Emergency Management Agency Attn: Bryan Tuma 2433 NW 24<sup>th</sup> Street Lincoln, NE 68524

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

#### 4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

#### H. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VF			

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

#### I. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
F			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

#### J. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
A			

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

#### K. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
W			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

#### L. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
WE			

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of tack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

#### M. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
4			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

#### N. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <a href="http://nitc.nebraska.gov/standards/2-201.html">http://nitc.nebraska.gov/standards/2-201.html</a> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

#### O. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
F			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

#### P. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
W			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

#### Q. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
W			

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

#### R. CLEAN AIR ACT

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.

#### § 7401 et seq.

- (2) The contractor agrees to report each violation to the Office of the Governor of Nebraska and the Nebraska Emergency Management Agency and understands and agrees that the Office of the Governor of Nebraska and the Nebraska Emergency Management Agency will, in turn, report each violation as required to assure notification to the, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### S. FEDERAL WATER POLLUTION CONTRACT ACT

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

#### T. SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, 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).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact refled upon by the State of Nebraska. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Office of the Governor of Nebraska and the Nebraska Emergency Management Agency the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### U. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file

the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for
each such failure.
The Contractor, Hagerty Consulting, Inc, certifies or affirms the truthfulness and accuracy
of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that
the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.
Vah
Signature of Contractor's Authorized Official
Name and Title of Contractor's Authorized Official Katie Freeman, Director of Operations
DateJuly 8, 2019

#### V. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

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

#### W. DHS SEAL, LOGO, AND FLAGS

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

#### X. COMPLIANCE WITH FEDERAL LAW, REGUATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

#### Y. NO OBLIGATION BY FEDERAL GOVERNMENT

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

#### Z. PROGRAM FRAUD AND FALSE OR FRADULENT STATEMENTS OR RELATED ACTS

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

# Section IV: Payment

See Below



#### IV. PAYMENT

#### A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

#### B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

#### C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
#			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The invoice must contain the Contract number, Phase number, Line number, description of the work completed, clearly identify the deliverable and associated requirements. Invoices should be sent to NEMA, Attn: Business Manager, 2433 NW 24th Street, Lincoln, NE 68524. The mailing envelope should identify the contract number. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

#### D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
H			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

#### E. PAYMENT (Statutory)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

#### F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

#### G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

#### H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of ten (10) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
W			

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds three percent (3%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

#### V. PROJECT DESCRIPTION AND SCOPE OF WORK

#### A. PROJECT OVERVIEW

Nebraska was the recipient of a federal disaster declaration (DR 4420) to address recovery operations associated with a "bomb cyclone" event which impacted the State during the period of March 9 to April 1, 2019. This event resulted in an estimated \$1 billion in public infrastructure damage; over \$57 million in verified damage estimates to public infrastructure and \$100 million in verified damage estimates to privately owned infrastructure; \$2 billion in damage along the Missouri River corridor between Nebraska and lowa; seventeen river/stream gauges set new flooding records; and at the peak of the Nebraska's flooding event, 95% of the State's population was affected by flooding. This event decimated livestock and crop production capability and will result in both short-term and long-term economic impact to the state's economy. Individuals and communities will be required to address loss of property and the capacity to generate income or revenue. Recovery strategies are of the utmost importance and the Long-Term Recovery Plan must address the capability and capacity of both communities and households to be resilient.

The Long-Term Recovery Plan shall serve as a clear, implementable road map for assisting the State of Nebraska strategies. The Plan must be consistent with the National Response Framework (NRF) and the FEMA Recovery Support Framework (RSF). Therefore, the Long-Term Recovery Plan will identify strategies, solutions, near and long-term implementation actions, and funding and financing strategies that restore what has been lost.

#### B. LONG-TERM RECOVERY PLAN

# Attachment A: Technical Approach Bidder Questionnaire

Hagerty Consulting, Inc. (Hagerty) is pleased to submit our proposal to the State of Nebraska (Nebraska) to support development of a Long-Term Recovery Plan which addresses the impacts of widespread flooding in the spring of 2019. The following provides responses to each of the questionnaire items presented by Nebraska under solicitation number RFP 6107 Z1. In developing this proposal, Hagerty acknowledges receipt of **Addendum 1** (6/21/2019) and **Addendum 2** (7/3/2019).

### 1.1 BIDDER IDENTIFICATION AND INFORMATION

Corporate Name	Hagerty Consulting, Inc.	
Corporate Headquarters Address	1618 Orrington Avenue, Suite 201 Evanston, IL 60201	
Entity Organization	S-Corporation	
State of Incorporation	Illinois	
Year of Incorporation	2002	
Organization Name Change	Hagerty Consulting, Inc. has not changed our name or form since we were first organized.	



# 1.2 FINANCIAL STATEMENTS AND INFORMATION

See Below

### 1.3 CHANGE OF OWNERSHIP

Hagerty Consulting, Inc. does not anticipate a change of ownership during the 12-month period following the proposal due date.

### 1.4 OFFICE LOCATION

Professionals supporting the State of Nebraska on this initiative will be primarily located in two of our offices. Administrative support will be offered from our headquarters. These office locations are as follows:

Figure 1: Hagerty Office Locations Applicable to the State of Nebraska's Needs



Evanston, IL (Corporate Headquarters) 1618 Orrington Ave. Suite 201 Evanston, IL 60201



Washington, DC 740 6th Street NW 3rd Floor Washington, DC 2001



Austin, TX 2904 Swisher Street Suite 100 Austin, Texas 78705



New York, NY 222 Broadway 19th Floor New York City, NY 10039



Hickory, NC 200 1st Street NW, Suite 501 Hickory, NC 28601



Sacramento, CA 770 L Street Suite 950 Sacramento, CA 95814

### 1.5 RELATIONSHIPS WITH THE STATE

Hagerty Consulting, Inc. has not any contractual relationships with the State of Nebraska in the past 10 years.

## 1.6 BIDDER EMPLOYEE RELATIONS TO STATE

None of the professionals proposed by Hagerty Consulting, Inc. to support the State of Nebraska were previously employed by the State in the past 12 months.

## 1.7 CONTRACT PERFORMANCE

Hagerty Consulting, Inc. has never had a contract terminated either for default, convenience, non-performance, non-allocation of funds, nor any other reason.

### 1.8 SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

Hagerty is an emergency management consulting firm who supports our client to prepare for, respond to, and recover—from—disasters—and—other—emergencies.

Hagerty's background is deeply rooted in disaster recovery. Shortly after our founding, our professionals were asked to support New York City (NYC) and the World Trade Center (WTC) to recover from the terrorist attacks of September 11, 2001. Since then, our professionals have rapidly deployed and supported the largest and most complex recovery efforts in the United States (US), including but not limited to hurricanes Katrina and Rita, Hurricane Sandy, the 2013 historic floods in Colorado, Hurricane Matthew, the 2018 California Wildfires, and Hurricane Michael.

Hagerty's support for disaster recovery has expanded over time. While the core of our services is focused on financial programs, such as the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program, our work now includes development of integrated long-term recovery plans and providing operational support aligned with the *National Disaster Recovery Framework* (NDRF) under a federally supported, state managed, and locally-executed approach to recovery. Hagerty's professionals are supporting the City of Panama City, Florida to execute a scope of work which includes long-term recovery planning with an integrated economic development component.

As Hagerty grew, so did our service offerings and capabilities. We are now called upon by government agencies, businesses, and non-profit organizations to increase organizational preparedness, mitigate the impact of disasters, and streamline recovery processes before a disaster occurs. With more than 450 completed emergency management projects and an active portfolio of 80 projects for clients across the country, Hagerty offers Nebraska a highly experienced Team with professionals executing similar scopes of work at the state and local levels. Our current experience means Nebraska will receive subject matter expertise in long-term recovery planning and operations coupled with current program execution, allowing the Hagerty Team to bring emerging and effective practices to the planning effort.

Figure 2: Hagerty's Accomplishments in Disaster Recovery Planning and Post-Disaster Operations



In the last five years, Hagerty has worked on 32 recovery planning related projects nationwide at all levels of government. This includes with clients as small as a population of 79,000 in Plymouth, Massachusetts and as large as NYC. Our work includes rural areas such as Glynn County, Georgia, and urban areas like the Portland Metropolitan Region. Hagerty acted as the chief authors and subject matter experts for the Federal Emergency Management

Agency's (FEMA's) National Incident Management System (NIMS) position guidance for state and local communities, as well as writing state approaches to recovery including for the State of California.

Our experienced leadership and staff understand long-term recovery is a process which requires partnership with and input from a wide variety of stakeholders – many of which may not have an understanding of their role in the long-term recovery process. At the core of our effort is an understanding of the importance of stakeholder engagement and outreach to creating a successful Long-Term Recovery Plan for Nebraska. Hagerty is confident we are the right choice for Nebraska because of our past performance, including but not limited to:

» Our extensive experience supporting state and local government partners to recover from disasters, including within the NDRF structure. We have supported communities recovering from a wide-range of disasters and threats, including floods, tornadoes, and wildfires. Hagerty's experience working states and federal disaster grant agencies gives us BROCK LONG, HAGERTY'S EXECUTIVE CHAIRMAN AND FEMA ADMINISTRATOR

FEMA's ability to provide support in disasters builds on, and is subject to, the capacity of state, territorial, tribal and local governments. This is not a new lesson or challenge, but one that we are constantly reminded of. If the state, territorial, tribal, and local governments are well resourced, well trained, and well organized, the effectiveness of FEMA's assistance is great.

Testimony to the United States Senate Homeland Security and Governmental Affairs Committee, April 11, 2018

great insight into and knowledge of the operational processes and decision-making tools that Nebraska will need to develop the Long-Term Recovery Plan. This expertise in recovery programs enhances both recovery planning in alignment with the NDRF and execution of recovery support function (RSF) operations post-disaster. Notably, Hagerty's expertise has been leveraged by the State of California to support planning and recovery operations. Our Team was engaged by the California Governor's Office of Emergency Services (Cal OES) 2018 to support development of state-level RSF annexes; after the catastrophic Camp Fire, Hagerty's professionals have been continuously engaged in implementation of RSF operations, including housing and economic development. This is in addition to our work developing recovery plans and frameworks for clients like the State of Georgia; the City of Plano, Texas; and the City of Portland, Oregon. Hagerty will apply our in-depth understanding of emerging practices in long-term recovery alongside deep knowledge of recovery programs and operations to develop a robust operational Long-Term Recovery Plan for Nebraska.

Our in-depth understanding of national recovery planning standards and guidelines. Hagerty has been engaged at the national level in creation of standards and doctrine for more than a decade. Most recently, Hagerty supported the FEMA National Integration Center (NIC) with several strategic initiatives, including the National Incident Management System (NIMS) refresh and the roll-out of the revised NDRF. Hagerty's engagement in recovery planning at the federal level pre-dates the development of the NDRF. In 2008, Hagerty served as a subcontractor to develop annexes to the Congressionally-mandated National Disaster Housing Strategy (NDHS). The NDHS, federal doctrine, was a first step to providing guidance and operational tools to recovery practitioners across the US to enhance planning for and execution of housing recovery programs. Between 2008 and 2011, Hagerty supported several additional initiatives focused on planning for

recovery, including developing Emergency Support Function (ESF) 14: Long-Term Community Recovery (LTCR) toolkits and resources for FEMA and executing scenario-specific contingency planning for FEMA to understand the application of traditional recovery funding programs, like Individual Assistance (IA) and PA, against non-traditional disaster scenarios, such as the implications of the detonation of an improvised nuclear device (IND) in Washington, DC. Additional efforts supported by our professionals include development of the capstone course for the NDRF Leadership Academy; evaluation of alternative temporary housing units for post-disaster survivor support on behalf of the Joint Housing Solutions Group (JHSG); and development of position-specific qualifications and training for recovery operations on behalf of the FEMA NIC. Hagerty will apply our expertise in federal doctrine and past performance supporting innovative recovery programs to enhance the Long-Term Recovery Plan for Nebraska.

- Our commitment to engaging all stakeholders urban and rural as key stakeholders in the recovery process. With all projects, we work with clients to identify key stakeholder groups to involve throughout the planning process and create solutions to build client capacity in working towards an equitable planning process and understandable recovery strategies. No place is the same, and therefore the engagement strategy must be unique to that place. Our capability in this area can be seen in our diverse portfolio of past clients, to include Midwest communities in Missouri, Kansas, Illinois, Wisconsin, North Dakota, Indiana, and Ohio. This approach extends to the private sector and small business. Public-private partnerships are increasingly seen as the lifeblood of effective recovery in a community. With our recovery clients we are weaving non-traditional recovery relationships and financing into long-term recovery priorities. We establish relationships up-front and educate non-traditional stakeholders on their critical place at the table as key drivers for successful post-disaster economic recovery.
- Our unmatched expertise in financial recovery and grant management. Hagerty's Team has been actively engaged in financial management and recovery support for federal, state, and local governments. We offer expertise, guidance, and program management for the full spectrum of federal recovery funding, such as the FEMA PA Program and the Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) Program. Our services include development of databases to support workflow management, compliance with audits, successful negotiation of appeals, recovery strategic planning, and program implementation support. Hagerty will leverage this deep expertise to identify funding sources available to support recovery programs designed under the Long-Term Recovery Plan for Nebraska.

The following provides a detailed overview of our past performance aligned to the request of Nebraska and the needs identified in the request for proposals (RFP). Additional past performance and references can be offered upon request.



#### California Governor's Office of Emergency Services Long Term Recovery Support

Client Name
Client Project Manager and Phone Number
Tina Walker, Program Manager
916-591-8428 or tina.walker@caloes.ca.gov
Current Period of Performance: June 2018 to June 2022
Original Period of Performance for RSF Annexes: June 2018 to December 2018
Original RSF Annex Budget: \$161,306.64
Final RSF Annex Budget: \$250,000.00
Long-Term Recovery Support Budget (Over Two Contracts): \$74,500,000.00

Hagerty's past and continuing efforts in California have given our team the expertise and experience to develop long-term recovery plans and assist in their implementation and execution in recovery operations. This invaluable experience gives our team a unique perspective and approach to developing recovery materials and ensuring their functionality, adaptability, and usability.

Hagerty was responsible for supporting Cal OES with enhancing the *California Disaster Recovery Framework* (CDRF) through the development and adoption of six RSF operational annexes. From June 2018 to November 2018, our team identified important recovery considerations and priorities, as well as conducted workshops, webinars, and interviews to engage key stakeholders in RSF development.

In November 2018, the most destructive wildfire in California history devastated Butte County and brought the RSF and pre-disaster planning work to a halt. The Camp Fire burned over 153,000 acres, destroying more than 13,972 residences, 528 commercial buildings, and killing 86 people. Hagerty was asked to support several state agencies with recovery operations after this disaster by providing the state with direct access to personnel with deep subject matter expertise in recovery programs and support functions.

The CDRF and six RSF Annexes served as the starting point for state recovery operations to support Butte County. The State used these documents to guide their organization and operations through the first five months after this disaster. Our team's knowledge of the ongoing planning effort enabled a seamless integration of staff during RSF activation and recovery operations. Hagerty continues to support a comprehensive, equitable, and resilient recovery process by providing operational and executive assistance on the ground.

The Hagerty Team is supporting recovery operations and has concurrently resumed the RSF planning effort. Our team will validate, revise, and adapt the RSF Annexes based on their application in the Camp Fire recovery. Part of this effort involves periodic validation meetings wherein critical RSF agencies and organizations provide input on the RSFs' functionality and use in recovery operations. Based on the feedback from these meetings, Hagerty will refine and develop new guidance and tools for use in the Camp Fire recovery. Hagerty's goal is to bolster California's recovery guidance by providing doctrine and tools that can be used to facilitate an effective, efficient, and resilient recovery process in this and all future operations.



### Georgia Department of Natural Resources Long-Term Recovery Planning Guide

Client Name Georgia Department of Natural Resources

Client Project Manager and Phone Number

Jennifer Kline

912-264-7218 or Jennifer.Kline@dnr.ga.gov

Dates of Engagement Original Period of Performance: January 2018 - September 2020

Final Period of Performance: Ongoing, currently on schedule

Original Budget: 294,308

Budget Final Budget: Ongoing, currently on schedule

The Georgia Department of Natural Resources (DNR) contracted with Hagerty to analyze recovery planning processes, identifying strengths and areas of improvement, to develop a finding report that offers guidance to jurisdictions across the state to support pre-disaster recovery and resilience planning. The *Recovery and Redevelopment Planning Guidance* document provides guidance and supports development of post-disaster redevelopment plans for the coastal area, the Coastal Regional Commission, the Georgia Emergency Management Agency, and other stakeholders. The guidance document addresses the basics of post-disaster recovery and redevelopment planning, current state and federal requirements, and an overview of the planning process. It concludes with recommendations for implementing recovery and redevelopment planning processes in an individual community. A list of additional resources is provided at the end of the document.

To supplement the *Recovery and Redevelopment Planning Guidance* document, Hagerty also developed a disaster recovery and redevelopment planning template to support counties in the development of their own recovery and redevelopment plans. The following key considerations are included to support -level planning:

- An overview of recovery and redevelopment planning and discussion of their importance;
- » Pertinent authorities and resources, including financial resources, for recovery and redevelopment from state and federal agencies;
- An explanation of the intersection and integration of recovery and redevelopment plans with other and city/town plans (e.g., emergency operations plans [EOPs], capital improvement plans, and strategic plans);
- Xeys to a successful and actionable process and plan, including engagement of the whole community, scalability, leadership, and suggestions to tailor planning to meet a community's unique needs;
- » Implementation and planning challenges of recovery and redevelopment, including balancing rebuilding quickly versus rebuilding smarter, business recovery and retention, and repopulation and housing; and
- An in-depth planning process outline for the development of a disaster recovery and redevelopment plan, to include who should be involved and how to assess and communicate risk and capacity.

The final Recovery and Redevelopment Planning Guidance document can also be accessed online via <a href="http://coastalgadnr.org/sites/default/files/crd/CZM/Hazards/GARecoveryGuidanceDocument.pdf">http://coastalgadnr.org/sites/default/files/crd/CZM/Hazards/GARecoveryGuidanceDocument.pdf</a>.



#### City of Panama City Long Term Recovery Planning

Client Name City of Panama City

Mark McQueen

Client Project Manager and Phone Number 850-872-3010 or mmcqueen@pcqov.org

Dates of Engagement Original Period of Performance: March - October 2019 (Anticipated)

Final Period of Performance: TBD

Budget Original Budget: \$1.2 Million
Final Budget: Ongoing, currently \$1.4 Million

Following Hurricane Michael in October 2018, the City of Panama City hired Hagerty to manage the long-term financial recovery of the City through traditional grant management practices. Over the course of this process, City leadership determined in addition to financial grant management services, long-term recovery planning services were also desired. The Hagerty Team was enlisted to develop four intertwined lines of effort in an eight-month timeframe with the explicit purpose to design publicly-supported recovery and resilience strategies for the City of Panama City.

The lines of effort, long-term recovery and redevelopment planning, economic development strategy development, downtown master planning, and communications/engagement strategy are currently in process. The deliverables are built upon the foundation of three distinctive drivers: 1) historic economic needs as identified by the City of a community that had, prior to the hurricane, stalled; 2) data-driven unmet needs based on the impact of Hurricane Michael; and 3) community-driven priorities of short- and long-term recovery/redevelopment needs in the areas of safety and security, infrastructure, the economy, and quality of life. Public comment was focused around 75 hours of public engagement in late June 2018. Outcomes are currently being analyzed for City/community validation. Identified projects, activities, and associated recovery/resilience grant monies, and other private sector investment dollars are being incorporated into final planning deliverables. Anticipated deliverables include:

- » Impact & Unmet Assessments: Quantifying indirect and induced storm costs through pre-storm economic data analysis and impact modeling and identifying storm impact gaps, costs, and community goals not addressed through initial disaster funding streams.
- » Pre-Disaster Recovery Plan: Creating a new recovery plan for the City that unifies government partners, the community, and needed resources for effective recovery from future disasters.
- » Comprehensive Economic Development Plan: Developing a comprehensive economic development strategy that meets the needs of the whole community to attract new business, increase quality of life, and build on existing strengths to grow the City's economic environment beyond pre-storm conditions.
- » Hurricane Michael Recovery Action and Redevelopment Plan: Establishing strategies and tactics to recover from Hurricane Michael, including a framework to increase the City's overall resilience and a resourcing plan to enact recovery (Michael-driven) and redevelopment (30-year future) milestones.
- Comprehensive Strategic Master Plan: Developing a new Downtown Panama City & Waterfront Strategic Master Plan that reflects the vision of the City, its residents, business owners, and visitors.



» Community Engagement Strategy: National and local strategies to continue to place the City of Panama City in the spotlight as a community driven to recover, and to establish community driven priorities and buy-in for recovery and resilience activities.

# 1.9 SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

To support Nebraska, Hagerty has assembled a robust Team which includes leadership from those personnel and subject matter experts currently leading our work with the State of California and the City of Panama City, Florida. Our Teams have provided support to communities through their previous work at FEMA for recovery planning and through their former positions with large metropolitan areas. This Team is best qualified to support Nebraska because of their understanding of the NDRF and current role in federally supported, state managed, and locally-executed recovery operations.

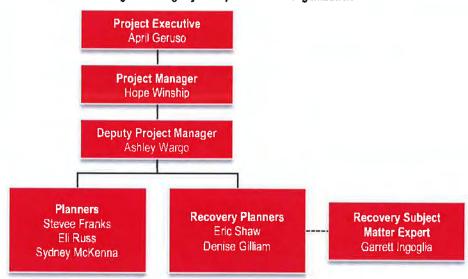


Figure 3: Hagerty's Proposed Team Organization

**April Geruso, Project Executive**, brings 14 years of experience as an emergency manager and planner, specializing in the coordination, analysis, and planning of stakeholder operations at all levels of government and within private/non-profit sectors. She is adept in helping communities prepare for recovery from catastrophic events through hazard mitigation and recovery planning. Ms. Geruso served as the lead planner for development of the Brantley County Pre-Disaster Recovery Plan (PDRP), supported development of the Chatham County PDRP, and served as an advisor for the development of Post-Disaster Recovery and Redevelopment Planning: A Guide for Georgia Communities.

**Hope Winship, Project Manager**, is an experienced planner who uses planning and analytical tools to conduct emergency planning analyses and create visual representations that communicate areas of risk and vulnerability and inform comprehensive planning efforts. Ms. Winship is located in Hagerty's Washington, DC office, Ms. Winship is

currently the Lead Planner for the City of Panama City, Florida's Long-Term Recovery Plan and the City of Plano, Texas' Pre-Disaster Recovery Plan.

Ashley Wargo, Deputy Project Manager, is an emergency manager with experience working with clients at the state and local levels in planning, exercise development, resource management, and multi-agency/jurisdictional coordination. She has natural skill for coordinating complex multi-stakeholder projects with Hagerty that include National Emergency Management Association (NEMA) mission ready packages (MRPs), tabletop (TTX) and full-scale exercises (FSEs), after-action reports (AARs), critical infrastructure interdependencies and planning, and compliance. Her recent experiences include developing template exercise materials testing states' ability to respond and recover from a long-term, widespread power outage caused by a cyberattack on the electrical grid, as well as working with states across the country to develop and organize resources in various disciplines to be deployed through mutual aid following a disaster.

**Stevee Franks**, **Planner**, is an experienced homeland security and emergency management professional with expertise in policy guidance, project management, strategic planning and coordination, and plan development and maintenance. Ms. Franks has worked with both private sector and government stakeholders to conduct research, foster relationships, and develop research regarding community and jurisdictional planning. Her planning experience covers an array of service areas, including long-term recovery initiatives, active shooter preparedness, continuity of operations (COOP) and continuity of government (COG). She participates in all aspects of the planning process, from stakeholder engagement, to draft development, to finalization and post-implementation plan maintenance.

Eli Russ, Planner, has four years of experience leading disaster response efforts, including providing shelter, working with local and federal partners, and leading training exercises. He specializes in organizing complex sheltering efforts for tens of thousands of evacuees in resource-challenged environments. Through the Red Cross, Mr. Russ has deployed to two states, Canada and the Northern Mariana Islands. His experience also includes supporting national organization efforts, and participating in innovative pilot programs. He has also led disaster response planning efforts on Long Island, New York.

**Sydney McKenna**, **Planner**, is an emergency management consultant with over five years of diverse client-facing experience with federal, state and local entities. As a Certified Floodplain Manager (CFM), she has depth of knowledge about flood mitigation, mapping, and insurance that has been valuable to clients on projects ranging from flood disaster recovery to local hazard mitigation planning. She holds a public trust security clearance with FEMA. Additionally, Ms. McKenna's skills include project coordination and task management, feasibility assessments and substantial damage determinations, ArcGIS mapping and spatial analysis, plan writing and review, and community engagement and outreach. Her knowledge, professionalism, and dedication in the emergency management field is an asset for a wide range of project work.

**Eric Shaw, Recovery Planner**, is a disaster recovery professional with over 19 years of experience in municipal planning, policy, and management. He has held a series of positions with progressive responsibility, including as Planning Administrator for the City of Miami Community Development Agency, Director of Community Planning for the Louisiana Recovery Authority, Director of Community and Economic Development for Salt Lake City, and as the Director of the Washington, DC Office of Planning. While with the Louisiana Recovery Authority, he served as the lead member of the policy team on community planning for the state-wide recovery program. Mr. Shaw facilitated



implementation of more than \$50 million in planning, housing, and infrastructure projects in Northern Louisiana associated with recovery from hurricanes Gustav and Ike.

**Denise Morgan Gilliam, Recovery Planner,** has over 16 years of experience working with both non-profit and governmental agencies within the disaster preparedness, response, and recovery arena. Ms. Gilliam has acted as Program Specialist for FEMA, establishing and maintaining relationships with internal and external stakeholders to provide a forum for a federal interagency coordination. She has provided guidance and tools for Community Planning and Capacity Building for the RSF to implement the NDRF.

**Garrett Ingoglia, Recovery Subject Matter Expert,** has more than 20 years of professional experience, including sixteen years' experience in disaster preparedness, response, and recovery. Mr. Ingoglia has significant experience in disaster housing policy, strategy, and operations. He developed a post-disaster housing plan for the San Francisco Bay Area, supported FEMA's disaster housing operations following the 2004 Florida hurricanes, conducted evaluations of FEMA and HUD disaster housing operations, and led projects for FEMA to identify alternatives to traditional post-disaster housing solutions.

### Management Approach: Project Initiation

The most important element to a successful project is an open line of communication between the client and the vendor. Open and frequent communication will allow expectations to be fully understood, standards for quality to be established and maintained, and a system of accountability to be sustained. Open communication will allow Hagerty to establish a clear understanding of, and execute to achieve, Nebraska's vision for success.

To establish this open line of communication from the project onset, upon notice of award, the Hagerty Team will work with Nebraska to schedule an onsite project kickoff meeting with the state's preliminary stakeholders. To support this meeting, we will develop an overall agenda, a draft **Project** 

Our PMP will include key information to support execution and delivery of the contract, including projected timelines, reporting schedules, and key staff roles and responsibilities. Developed from Hagerty's proposal and any subsequent discussions with Nebraska, the PMP will serve as a tool to establish a mutual understanding of how our team will support execution of the project. Further, the timeline contained in the PMP will become the Project Plan executed upon for the duration of the project. Hagerty aims to finalize the PMP within the first two weeks of contract execution.

Management Plan (PMP), and a password-protected project collaboration website (SharePoint).

During the kickoff meeting, it is critical for our team to understand and document the definition of success for Nebraska and gain consensus among members the initial Long-Term Recovery Planning Team from the State. Following the kickoff meeting, our Team will produce meeting minutes, distributing these to meeting participants to ensure they capture the discussion and key outcomes. This will inform finalization of both the PMP – which will serve as the foundation for Hagerty's execution of the Program. Hagerty will receive formal approval of the PMP and Project Plan by Nebraska prior to proceeding with the initiative.

#### Management Approach: Ongoing Project Management

The core tasks associated with our project management approach are designed to facilitate two functions. **First**, our Team aims to provide an effective management team to Nebraska to increase transparency into the overall project



status, coordinate efforts seamlessly, and maintain open lines of communication. Second, our Team aims to ensure project activities meet the needs of local, county, regional, state, and federal rules, regulations, and reporting requirements to maintain compliance with grants and other funding sources. As such, Hagerty crafted the following management structure:

- Ms. April Geruso will be the lead Project Coordinator. Ms. Geruso brings over 14 years of experience as an emergency manager and planner, leading development of long-term recovery strategies and cost recovery plans for a wide variety of clients. As Hagerty's Director of Resilience, she serves in a key leadership position for our clients in support of their pre-and post-disaster recovery planning, bridging preparedness planning, long-term recovery operations, community planning, and mitigation under a unified approach for our clients. She serves in the lead Project Coordinator and as a facilitator for our work developing a long-term recovery plan for the City of Panama City, collaborating directly with the community to inform and develop the strategy inform long-term recovery and economic development. Further, she served as the Program Coordinator for our work with Georgia DNR, both in development of statewide guidance and transferring lessons learned to develop local disaster recovery and redevelopment plans. Ms. Geruso will serve as a subject matter expert to Nebraska, supporting meeting facilitation as well as development of long-term recovery strategies.
- Ms. Hope Winship will be the Project Manager. Ms. Winship is an experienced planner and emergency management specialist who works at the local, state, and the federal government levels to ensure that communities understand and address their vulnerabilities to hazards and the associated risks to the communities' physical, social, and economic well-being before and after a disaster. Ms. Winship has been instrumental in Hagerty's efforts to develop the long-term recovery plan for the City of Panama City and develop guidance for California RSFs in alignment with the CDRF and the current wildfire recovery operations. Concurrently, Ms. Winship is also managing a team of planners and subject matter experts to develop a comprehensive approach to recovery for the Commonwealth of Massachusetts, including developing an overall recovery organization and identifying the organizational and operational components of managing long-term recovery efforts under a unified pre-disaster recovery plan. As Project Manager, Ms. Winship is responsible for oversight, schedule, and delivery of all project milestones.

Together, Ms. Geruso and Ms. Winship will serve as Nebraska's leadership team responsible for meeting the needs set forth by the final contract.

Task Managers will be assigned to reflect the subject matter expertise required. This structure will allow multiple tasks to occur simultaneously. Hagerty understands it is critical that this project be executed on-time and within the budget identified by Nebraska. The following provides a table summary of the resources, tools, and tactics which will be employed by the Hagerty Team to support overall project management.

Table 1: Project Management Tools and Tactics

Project Status Meetings Monthly or Quarterly Meetings

Bi-monthly with the Nebraska project management team to provide overall updates and seek feedback on key issues or decision points. Will include review of timeliness against Project Plan.

In-person progress/status meetings with the Long-Term Recovery Planning Committee to provide updates, gain consensus on key issues, receive feedback, and finalize key decisions on programming directions and activities. Hagerty recommends these meetings be held monthly.



Status Reports	Monthly written reports that include updates to project timelines, identification of efficiencies and deficiencies, and the overall status of the budget. Provision of key decision points for Nebraska and the Long-Term Recovery Planning Committee.
SharePoint Site	Maintained throughout the project to include both documents sharing and storage and overall project management. Includes an integrated project schedule shared with the whole Long-Term Recovery Planning Committee.
Perfolio	Internal Hagerty management tool which tracks and allocates time associated with projects and specific tasks. Used to track consultant time on a weekly basis (with daily/hourly tracking) in support of budget and task management.

During project execution, should an issue be raised at a status meeting or through a status report which will have an impact on the overall schedule or budget, Hagerty's Project Manager and Project Executive will:

- » Collaborate with the Director of Operations, Katie Freeman, to understand what changes to scope, schedule, or cost need to be addressed;
- » Provide a written proposal to Nebraska identifying any necessary changes to scope and schedule, as well as any associated costs; and
- » Hold a conference call with Nebraska to address any questions related to that proposal.

Our Director of Operations will then collaborate with our Chief Operating Officer and any other internal Hagerty stakeholders, including our Vice Presidents and Directors for Preparedness and Recovery, to process any change orders, as appropriate.

## 1.10 SUBCONTRACTORS

Hagerty currently does not anticipate subcontractors will support our Team. In alignment with Nebraska's requirements, should execution of this effort require subcontracting for subject matter expertise or support to Nebraska, we will ensure those team members are approved prior to incorporation on the Hagerty Team.

# **Technical Approach**

Hagerty understands that a recent disaster (DR-4420) has affected both public and private infrastructure across Nebraska. While damage assessments are still underway, coordination and capacity building will be critical to assessing total damages and developing a robust Long-Term Recovery Plan for Nebraska.

Operationalizing disaster recovery through long-term plans and strategies organize under the NDRF is an area that local and state government agencies are just beginning to explore. As Hagerty has worked with clients at all levels of government to explore these topics, our support will include collaborating with Nebraska to address the following critical questions:

- Who, within the State of Nebraska, is responsible for recovery?
- » How can the State of Nebraska staff recovery? Who will be responsible for implementation of strategies?



Are the activities identified to advance recovery able to be accomplished within timeframes envisioned by the State of Nebraska?

While the NDRF is a resource to help state and local governments formulate a strategy to divide recovery into manageable and defined elements, Hagerty knows the NDRF does not go far enough to aid in making recovery operational — a fact that is bolstered by the Governmental Accountability Office (GAO)'s May 2016 report *FEMA Needs to Assess Its Effectiveness in Implementing the NDRF*. Our experience recognizes and addresses this issue by tailoring our planning and technical assistance to the direct needs of our clients. In one example, Hagerty supported development of a recovery plan to navigate effective recovery as a region, an essential tenet to effective recovery from a catastrophic event. At the same time, Hagerty is sympathetic to the nuances of financial recovery and political implications that cross jurisdictional boundaries. Tools and resources can account for these dynamics — coordinated recovery across Nebraska with, where applicable, with locally-applicable guidance and resources.

The following presents Hagerty's approach to support Nebraska. Specific tasks, deliverables, and timelines are identified associated with each Phase.

## PHASE I

The following provides an overview of Hagerty's approach to each of the Tasks associated with Phase I.

## 1.11 Organize the Project

As described in the Project Management Approach, the Hagerty Team will hold an in-person kickoff meeting with Nebraska upon award of the contract to discuss and validate the expectations for the Long-Term Recovery Plan and the project plan and schedule for developing this roadmap for Nebraska's recovery. Hagerty will bring the proposed approach to the project plan, project team, stakeholder engagement, and project schedule to the meeting, and will facilitate the meeting to validate and edit the proposed approach. Hagerty will confirm the methods and roles for coordination between the project team and Nebraska, and validate the budget, including any changes based on the outcomes of the discussion.

Hagerty will develop a list of common and specific data and information requests, including geographic information systems (GIS) data and pre- and post-disaster studies and assessments. Hagerty will discuss these information requests with Nebraska during the kickoff meeting. Prior to the meeting, Hagerty will establish a secure project collaboration website and establish protocols for uploading needed data and information and provide this information to Nebraska to start sharing available information.

Additionally, Hagerty will discuss the status of the current short-term economic recovery strategies to identify any barriers or successes that will inform the long-term recovery project. Hagerty will work with Nebraska throughout the project to identify relevant information from the implementation of the short-term strategies for inclusion in the long-term recovery planning process, as well as to address any barriers identified in the implementation of strategies.

<sup>&</sup>quot;FEMA Needs to Assess its Effectiveness in Implementing the National Disaster Recovery Framework" https://www.gao.gov/assets/680/677511.pdf



## 1.12 Identify and Engage Project Team

Hagerty will develop a proposal of project team members with their roles in the development of the Long-Term Recovery Plan throughout the project and confirm this with Nebraska during the kickoff meeting based on their expectations and desired outcomes. Hagerty will bring key members of the project team to the kickoff meeting and will provide profiles of all project team members to Nebraska, including a summary of their experience and role on the project. If, during this discussion, Hagerty recognizes that our scope needs to be adjusted to account for the clients vision, we are willing to do so and negotiate any relevant terms.

Hagerty **Project Manager**, Hope Winship, and **Deputy Project Manager**, Ashley Wargo, will manage the performance of all team members to meet project expectations. After Nebraska confirms the project team members and roles, Hagerty will provide an introductory briefing to all project team members and hold regular coordination meetings internally with all team members to discuss project progress and responsibilities. Additionally, Hagerty will use project management software to assign responsibilities and track achievement of milestones throughout the project.

## 1.13 Complete Stakeholder Analysis and Develop the Engagement Program

Hagerty understands that the key to implementing the Long-Term Recovery Plan is to involve critical stakeholders strategically throughout the project as a part of the Governor's Long-Term Recovery Group. The input and buy-in from these stakeholders throughout the project will help develop the vision of Nebraska's economic future and will support the development of a plan that continuously engages critical stakeholders to achieve that vision.

Hagerty will bring a fist of proposed stakeholders to engage in the project to the kickoff meeting, including the following stakeholders identified in the RFP and by Hagerty initial recommendations:

- » Nebraska Emergency Management Agency;
- » Nebraska Department of Economic Development;
- » Nebraska Department of Natural Resources;
- » Nebraska Department of Transportation;
- » Nebraska Department of Environmental Quality;
- » Nebraska Department of Agriculture;
- » Nebraska Department of Education;
- » Nebraska Department of Health & Human Services (all divisions);
- » Nebraska Investment Finance Authority;
- » State Historic Preservation Office;
- » Nebraska Arts Council;

- County and federal agencies related to above state agencies;
- » Nebraska League of Municipalities;
- » Nebraska Association of County Officials;
- » Nebraska Community and State Colleges;
- » The University of Nebraska at Lincoln (Bureau of Business Research), Omaha, and Kearney;
- » Elected officials:
- » State and local Chambers of Commerce:
- » Industry and trade associations and business groups;
- » Private nonprofits and other non-government organizations; and
- » Businesses, Landowners and Utilities.



Hagerty will develop a **Stakeholder Engagement Strategy** as a supplement to the PMP to define the goals of stakeholder engagement, define the roles of stakeholders during and after the project, establish a schedule for engagement, and identify the materials and meetings needed throughout the project to meet the project goals. The Engagement Strategy will include guidance for messaging, including identifying key components of messages to secure involvement from critical stakeholders at the outset of a project and maintain their involvement throughout and after the project.

Hagerty will define a schedule for engagement with all stakeholders, which will include six in-person workshop meetings throughout the project to identify recovery objectives, develop and refine recovery strategies, and validate the Long-Term Recovery Plan. These meetings are defined further in Phases II and III of this approach. In addition to large meetings with all stakeholders, the Hagerty Team will hold up to 12 smaller meetings with individual agencies or groups at the outset of the project, or as needed throughout the project, to identify specific information,

Figure 4: Graphical Depiction of Engagement Strategy for Portland Regional Recovery Framework Project



perspectives, or priorities to include in the project and plan. These additional meetings will be conducted to coincide with the onsite time of our Team and maximize Nebraska's investment in our services.

Figure 5: Project Update Newsletter from City of Panama City

RebuildPC Bigger, Better, Stronger

Did surneone forward this newsletter to you? Want your own copy? Sign up to receive Rebuild PC to keep up to date on the progress being made in Panama City Sign UD

In the eight months since Huntrane Michael wreaked havoc on our beloved City of Panarna City, we we more determined man evently rebuild our community to grow bigger boffer and stronger

#### We still need your help.

The City has faunched a Long Term Recovery Planning Project (LTRP)—an eight-mouth instalive to rebuild the City through actionable, realistic guidance and planning. The LTRP's vision is to make Panama City the premier city in the Panhandic of Florida. Its goals well focus on Four Lines of Effort, Safety & Security, Economy, Infrastructure, and Quality of Life.

With your engagement, feedback and support, we will ighally PC

In addition to meetings, Hagerty will employ a variety of engagement techniques to inform stakeholders of project progress and gather information throughout the project. Hagerty has found that providing information in easy to access and digest pieces is easier for stakeholders to review and provide feedback on, so Hagerty will develop and encourage participation in interactive surveys to gather information and validate developed content as the project progresses. Hagerty can prepare written primers, or record up to three short, informative webinars, for stakeholders to learn more about the project at different points to better inform their participation, prepared for an upcoming meeting, or provide feedback on documents during the project.

Hagerty will also prepare a monthly newsletter to provide updates on project progress, provide

information about recovery strategies in Nebraska, provide case studies from other or past recovery efforts, and other information that will help the stakeholders participate in the project. Hagerty can develop newsletter templates for the State to maintain the newsletter after the project is complete to continue to provide updates on plan implementation. Hagerty will look for support from Nebraska in identifying appropriate stakeholders to receive the newsletter.

Hagerty will also include a plan for engaging local, state, and federal elected officials and state senior leadership at the outset and throughout the project to inform them of the project, identify their priorities and additional information they have received from constituents, and support their buy-in to the development and implementation of the Long-Term Recovery Project. It is assumed that there may be a need for up to three of these targeted sessions, occurring either in-person or through remote outreach to be responsive to schedules. Support from senior leaders and elected officials will give weight to the plan as Nebraska stakeholders begin to implement the strategies to achieve their recovery vision.

Hagerty will confirm the expectations for engagement with these stakeholders as a part of the Governor's Long-Term Recovery Group during the kickoff meeting and prepare the Stakeholder Engagement Strategy for review and approval.

## 1.14 Develop the Project Work Plan and Project Management Tools

During the kickoff meeting, the Hagerty team will review the proposed project schedule, included below, and establish a regular meeting schedule with the key members of the State's project management team. This bi-weekly meeting will provide an opportunity for regular schedule and deliverable updates, as well as engagement with and coordination between key members from the Nebraska and Hagerty teams.

Milestone	Tentative Date	Milestone	<b>Tentative Date</b>	
Phase I		Phase III		
Kickoff Meeting	August 15, 2019	Initial Strategies and Considerations	December 11, 2019	
Bi-Weekly Project Management Meetings	Ongoing	Economic Development Ecosystem	December 11, 2019	
Project Management Plan	August 26, 2019	Recovery Group Meeting #3	January 8, 2020	
Stakeholder Engagement Strategy	August 26, 2019	Strategy Development Summary Report	February 4, 2020	
Project Primer	August 26, 2019	Recovery Group Meeting #4	February 18, 2020	
Phase II	Phase II		March 17, 2020	
Recovery Group Meeting #1	September 17, 2019	Long-Term Recovery Framework (Draft)	March 17, 2020	
Document Review	September 27, 2019	Recovery Group Meeting #5	March 31, 2020	
Initial Objectives	September 27, 2019	Strategic Action Plan (Final)	April 23, 2020	
Baseline Long-Term Conditions Summary	October 8, 2019	Long-Term Recovery Framework (Final)	April 23, 2020	
Long-Term SWOT Analysis	October 24, 2019	Transition Management Plan (Draft)	April 30, 2020	
Recovery Group Meeting #2	November 7, 2019	Recovery Group Meeting #6	May 12, 2020	
Long-Term Recovery Objectives	November 19, 2019	Transition Management Plan (Final)	May 29, 2020	



After the meeting, Hagerty will finalize the PMP for review and approval by the State. The PMP will include all the details of the project approach, team members and roles, schedule, and budget, as well as project management controls. This will serve as guide for both Hagerty and Nebraska throughout the project.

### PHASE II

The following provides an overview of Hagerty's approach to each of the Tasks associated with Phase II.

## 1.15 Define Economic Recovery Objectives

After the kickoff meeting, the Hagerty team will engage with the state to gather all identified information and data to begin completing a full document review. The materials will include:

- Existing agricultural, business, and other disaster impact assessments;
- Detailed analysis of real property losses, distinguishing rentals, primary residences, farms, income properties, and other uses; and
- Visitor product and demand adjustments experienced.

The purpose of the document review will be to begin to identify pre- and post-disaster data, priorities, and assessments that will inform the development of baseline conditions and recovery objectives.

In coordination with the State project team, Hagerty will begin to reach out to identified stakeholders to inform them of the project, identify additional information for inclusion in the document review, and invite them to **Recovery Group Meeting #1**. The purpose of this meeting will be to gain buy in on the project and stakeholder expectations, identify additional data and documents for inclusion in the project, and develop initial priorities to inform the long-term recovery objectives.

After the meeting and document review, Hagerty will develop **Initial Economic Long-Term Recovery Objectives** and send to the State project team for initial feedback. This review and feedback period will provide the State and Hagerty project teams an opportunity to validate the approach and information gathered at the initiation of the project and inform the objectives presented to the Recovery Group.

# 1.16 Summarize Baseline Long-Term Conditions

Hagerty will use the information gathered from the document review and any additional materials from the Recovery Group to develop a **Long-Term Baseline Conditions Summary**. The Summary will include baseline economic conditions and impacts from the 2019 storms using Dun & Bradstreet data and analytical services. This summary will include both pre- and post-disaster data, trends, and analyses to establish the conditions in the following areas:



- » Physical infrastructure and assets;
- » Economic market:
- » Forecasted population and job growth;
- » Household budget segments and spending patterns relative to median incomes and income sources:
- » Poverty, self-sufficiency, and wealth rates;
- » Social vulnerability;
- » Location quotients;

- » Economic sector, industry, and cluster analysis;
- » Major supply and value chains;
- » Financial and insurance industry stability;
- » Lending and capital flow statistics;
- » Public revenue and expenditures;
- Money and wealth flow from the State economy; and
- » Nebraska's competitive advantages, value proposition, and vulnerabilities.

The Hagerty team will review all of the compiled data to identify pre-existing conditions before the 2019 storms in these areas, as well as the impacts of the 2019 storms on the long-term conditions. These impacts may include, but are not limited to, the following:

- » Property damage and insurance disruptions;
- » Temporary displacements and migration;
- » Lost tax base:
- » Temporary or permanent business closures and industry sector conditions;
- » Supply chain disruptions;
- » Consumer perceptions and buying patterns;
- » Capital flow; and
- » Disaster-related debt.

Hagerty will also define the impact of recovery assistance and support completed to date on the forecasted long-term conditions. Hagerty will prepare the Long-Term Baseline Conditions Summary for Recovery Group review and feedback before incorporating the findings into the planning process to develop objectives and strategies for economic recovery.

## 1.17 Complete a Long-Term SWOT Analysis

The Hagerty team will use the information and analyses gathered in the Long-Term Baseline Conditions Summary, as well as an understanding of the status of the implementation of the short-term recovery strategies, to develop a Long-Term Economic Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis. This analysis will build on the impacts and forecasted long-term conditions in the Baseline Conditions Summary, as well as all analyses and assessment previously completed and identified during document review, to identify the direct and indirect impacts of the 2019 storms in the economic areas identified above.

Hagerty will prepare the SWOT Analysis, along with the Baseline Conditions Summary, and initial recovery objectives, for the Recovery Group to review. Hagerty will facilitate the **Recovery Group Meeting #2** to validate the findings of the analyses and identify additional information or impacts to include in the Baseline Conditions Summary or SWOT Analysis. Hagerty will also facilitate a workshop-style activity with the Recovery Group to develop objectives for long-term economic recovery.

Based on the feedback gathered from the meeting, Hagerty will finalize the SWOT Analysis. The findings from this SWOT Analysis will serve as the foundation for the recovery objectives and strategies in the Long-Term Recovery Plan. Hagerty will develop strategies that capitalize on the strengths and opportunities and address the threats and weaknesses identified in the analysis.

## 1.18 Establish Long-Term Recovery Objectives

The Hagerty team will use the feedback from the Recovery Group and the findings from the Baseline Conditions Summary and SWOT Analyses to develop Economic Long-Term Recovery Objectives. The objectives will be the underlying basis for the Long-Term Recovery Plan and strategies to build Nebraska's economy, including business activities and industries, back better than pre-storm conditions and enhance the economy's resilience to future stresses and disasters.

Hagerty understands that objectives must be built on a foundation of commonly accepted facts, clearly state their purpose, and include measures of success. These components help to establish a clear justification for the completion of the objective and understanding of when the objective has been reached. Hagerty will work with the Recovery Group to establish clear objectives, in alignment with any other recovery plans or strategies and all other preand post-disaster priorities and doctrine, that include this Figure 6: Work Sample: Objective for City of Panama City Recovery Plan

#### Objective 3.1: Retain and reopen storm-damaged local businesses of all sizes.

Businesses in the City and Bay County as a whole experienced major damages from Hurricane Michael leaving many unable to fully recovery or return. Despite having 21,253 registered businesses in the county, there were only 2,791 SBA loan applications completed. These lower than expected SBA assistance numbers and supporting geospatial analysis of the number of businesses in impacted area (>70,000) exposed to tropical-storm force winds (>57 mph) or stronger highlights the great potential unmet needs. Additionally, businesses are expending their savings to stay affoat which leaves them with ability to deal with future disasters or unexpected

Community members, business owners, and stakeholders identified the need for increased marketing, as well as attracting and incontinuing new businesses and supporting existing ones. Programs to support business retention, recovery and development is vital to bringing back the local economy and quality of life in the City.

#### Measures of Success

- Sumbles of active in artifact ON Consensation Commission informers
- Propert of tracer some operand or recognised exergened to pre-accom-tionarises correlations
- · Homber of workshops and/or believes help for hospess recovery and
- Gevolopment Number of new morael and a promovin septied between businessess
- Notables of secure feet at other valide created, reducting termionary affect
- Number of developments/businesses opened or copye ted in Opportunity Zones.

information to help define a clear path forward into the development of the Long-Term Recovery Plan. Objectives will include, but will not be limited to, the following areas of long-term economic recovery:

- Community-based economic development:
- Business district improvement;
- Business incentives, attraction, retention, and expansion;
- Advances in entrepreneurship incubators and accelerators;
- Industry cluster development;
- Real estate redevelopment and development;
- Workforce development;

- Workforce services and housing;
- Household financial empowerment and resilience;
- County, state, and federal transportation infrastructure vital to the agriculture industry and supply chains;
- Mitigate disaster impacts on critical infrastructure, communities, and individuals; and
- State finance and marketing.

## PHASE III

The following provides an overview of Hagerty's approach to each of the Tasks associated with Phase III.

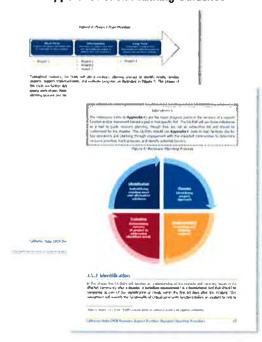
## 1.19 Develop Long-Term Recovery Strategies

Hagerty has supported both pre-disaster and post-disaster recovery planning efforts nationwide and is well-versed in the nuanced and complex nature of disaster recovery. In addition to the qualifications listed previously, Hagerty has supported the Kansas City metropolitan area, Saint Louis metropolitan area, and multiple communities throughout Colorado on complex concepts related to disaster response and recovery. This hands-on post-disaster experience enables us to anticipate and identify critical recovery functions and strategies, while our planning experience empowers us with knowledge and tactics required to record and explain those functions to stakeholders, regardless of their previous disaster experience.

Hagerty has demonstrated this capacity in our work with the State of California, when our team was engaged to develop operationally-focused RSF Annexes for the California Governor's Office of Emergency Services. These resources were tested in real-time in response to the Camp and Woolsey Fires. Our team was mobilized to support recovery operations, and the experience was invaluable to our planning process. The team is currently working with local, state, and federal governmental and non-governmental stakeholders to develop strategies and resources to address local recovery priorities. Hagerty is prepared to leverage those experiences to create realistic, clear, and actionable recovery strategies for Nebraska.

Hagerty will use the information gathered in Phase It, including the outcomes of the document review, the information gathered in the Recovery Group meetings, the Baseline Conditions Summary, the SWOT Analysis, and the Recovery Objectives, as well as the current status of the short-term economic recovery strategies to develop Long-Term Recovery Strategies. Hagerty understands that for the State of Nebraska to be able to implement these strategies, they must be implementable, including having the support and resources to complete each step in the strategy.

Figure 7: Work Sample: California Recovery Support Function Planning Guidance



Hagerty will begin to develop strategies in alignment with and building on successes from the short-term economic recovery strategies and provide considerations for the Recovery Group, including identifying outcomes, barriers for implementation, resources, cost (financial and other), timeline for completion, and trade-offs and efficiencies for completing competing or aligned strategies. Hagerty will facilitate an initial review period of two to three weeks with the

State planning team to validate the approach to strategy development and identify additional considerations in strategy development and implementation before sharing with the Recovery Group.

## 1.20 Map the Economic Development Ecosystem

The Hagerty team will use the impact assessments and objectives developed in Phase II to develop an illustrative and descriptive map visual and accompanying description of the **Economic Development Ecosystem** in Nebraska. The ecosystem will identify the pre- and post-disaster economic conditions and strategies and proposed economic development strategies. The ecosystem will include the identification of existing short-term economic strategies and long-term economic development strategies that can be implemented on the local, regional, or state level through governmental or non-governmental leadership or public-private partnerships. The accompanying narrative will include applicable programs, resources, and strategies from the following sources, as well as any other identified applicable programs, which may include the following, as appropriate:

- » FEMA, HUD, the US Department of Agriculture (USDA), Federal Highway Administration (FHWA), Small Business Administration (SBA), Economic Development Authority (EDA), and other federal economic recovery and development frameworks and programs;
- Community Reinvestment Act disaster recovery initiatives;
- Professional economic recovery and resiliency best practices;
- State economic development agencies, plans, and strategies;
- Related county and state rules and statutes;
- » State of Nebraska Comprehensive Economic Development Strategy;
- » Other past and current local economic development initiatives; and
- Economic Recovery Objectives.

The ecosystem will build on the common understanding developed with the Recovery Group in identifying recovery objectives and establish definitions of concepts and terms. Additionally, the ecosystem will provide graphical and narrative components to clearly convey the relation of strategies to one another to meet recovery objectives and identify roles from all governmental and non-governmental partners in implementing the strategies to achieve the objectives.

Hagerty will provide the ecosystem to the Nebraska project team for review along with the initial recovery strategies before presenting to the Recovery Group.

# 1.21 Identify Long-Term Recovery Strategies

Hagerty understands the critical role that the Recovery Group plays in supporting the development of feasible and actionable strategies, as well as in buying into the implementation of these strategies by having a role in the creation of the strategies. Hagerty is currently implementing a larger community and stakeholder engagement strategy in the City of Panama City to identify the priorities from elected officials, senior leaders, community leaders, private industries, and the public, and to translate this feedback to a Recovery Action Plan with clearly defined implementation steps, roles, and resources. Hagerty will use this experience and scale to the appropriate level of resources for the State of



Nebraska to define **Long-Term Recovery Strategies** for the local, regional, state, and federal governmental and non-governmental partners to address their long-term recovery objectives.

The Hagerty team will use the feedback gathered from the State project team on the initial drafts of the long-term economic strategies and the ecosystem to prepare both for presentation to the Recovery Group. Hagerty will facilitate Recovery Group Meeting #3 to review the Economic Development Ecosystem and initial recovery strategies. Hagerty will conduct a workshop to gather information and review initial findings on the feasibility of the strategies. During the workshop, Hagerty will identify additional capabilities and resources that can be incorporated into strategies, as well as barriers that will need to be addressed. Additionally, Hagerty will begin to introduce and capture prioritization criteria for incorporation into the strategies.

Hagerty will use the feedback to build out the implementation steps of the long-term recovery strategies and update the ecosystem.

## 1.22 Evaluate and Select Preferred Long-Term Recovery Strategies

Hagerty understands that an essential part of a roadmap to recovery is a common agreement on priorities. Hagerty has worked with their recovery clients in all disaster operations to understand their priorities and develop strategies and projects accordingly. This involves multiple factors. including available resources and support, jobs and wages created, business and household income and wealth gains, changes in the flow of capital, and public revenues, and not all these factors have the same "weight" for the stakeholders. Hagerty has experience in facilitating the development of prioritization schema to help simplify this process and clearly

Figure 8: Work Sample: Prioritization Matrix Implementation Example for Stakeholder Review in City of Panama City

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٠	Criteria	Weight (%)"	Question	Points 2 (Viss); 1 (Mayte); 0 (No)	Rating a Weight				
1	Addresses Critical System . and/or Facility	15	Does the action address a need related to a ordical facility/system?	2	0.3				
7	Fernicial Feathbalty	20	Goes the action have access to conting or known funding financing resources to cover costs will as trackains and be sustained who the future?	0	0				
1	Conveniently Support Cultural Significance and Identified Cetimpion	16	Does the action have above average level of community support (seem during engagement) relate to a cuburally significant place and is there an admitted champion?	7	0.3				
4	Lection call Enactably	15	Has the action been completed proven elsewhere and is it compatible with government instaltives, regulations, and plans?	1	0.15				
5.	Social Equity	10	Does the action presently benefit tow moderate income or other socially vulnerable population group?	0	0				
15.	Colometical/Cross- Culting	6	Does the action meet multiple recovery objectives or otherwise work towards a combination of exproved economic, environmental, and societal outcomes?	2	0.1				
,	Feoridational Cornerstone Building Block Connectivity	5	Does the action serve as a foundational activity off which several other activities depend on or require to begin?	2	01				
n	Fultar Henderice	15	Does the action provide an opportunity to improve upon pre-disaster conditions? This includes the ability to adapt to future unknown conditions.	•	0.15				
	TOTAL	100%			1.10				

establish a process that all stakeholders will understand.

Hagerty will build out the implementation steps and considerations of each of the strategies reviewed in the Recovery Group Meeting #3, including the information on cost and investments, responsible stakeholders, and benefits of implementation. Hagerty will also formalize the documentation of the decision-making process based on feedback received to date on the strategies and develop a prioritization matrix and include these in a **Strategy Development Summary Report**. Hagerty will conduct **Recovery Group Meeting #4** with scenario and decision-making activities to gather stakeholder feedback on each of the strategies, the prioritization schema, and the prioritization of each of the strategies based on their expertise and available capabilities. The intent of this meeting will be to provide the opportunity

for each stakeholder to provide individual and group feedback on the strategies to be included in the Strategic Action Plan.

# 1.23 Develop a Strategic Action Plan for Long-Term Recovery and Community Resilience

Hagerty believes that for a plan to be usable, and used, that it must be clear, concise, and geared towards implementation. This includes providing tools and guidance to implement each step in a strategy and to track progress towards implementing the strategy and ultimately achieving recovery objectives.

The Hagerty team will develop a **Strategic Action Plan** based on feedback from Recovery Group and analysis completed throughout the project. The Strategic Action Plan will align the strategies to the long-term recovery objectives, prioritize the strategies, and provide the following implementation information:

- » Phased steps and actions, with timeframes and responsibilities for each;
- » Lead and support implementers with staffing requirements;
- » Implementation resources and partners;
- » Estimated/projected costs and resource and investment requirements; and
- » Funding and financing options, including federal programs (e.g., FEMA, HUD, USDA, FHWA, SBA, EDA), public-private partnerships, philanthropic investments, and other funding sources.

Hagerty will develop tools to track the implementation of each strategy, as well as an evaluation framework to measure performance against the long-term recovery objectives. Hagerty will also use the information developed during the project to create a Long-Term Recovery Framework to define the decision-making

Figure 9: Work Sample: Example Action with Implementation Steps for Stakeholder Consideration in City of Panama City Recovery Project



criteria, processes, and responsibilities for developing short- and long-term recovery objectives and strategies in future disasters.

Hagerty will facilitate a plan review workshop in **Recovery Group Meeting #5** to validate the strategies, prioritization, and implementation tools in the Strategic Action Plan, as well as the decision-making guidance in the Framework. Hagerty will facilitate the meeting and follow on review period using a variety of activities to facilitate discussion and

feedback to give all stakeholders the opportunity to review, validate, and provide comments on the contents of the Plan. Hagerty will coordinate with the State project team and members of the Recovery Group as necessary to deconflict any comments on the contents of the Plan. Hagerty will also facilitate a review of the contents of the Plan with elected officials and senior leaders to gain approval of the Plan, as requested.

## 1.24 Transition Management Plan

Upon conclusion of the planning initiative, the Hagerty Team will support transition to Nebraska for plan execution. Under this task, Hagerty will build a **Transition Management Plan** that addresses plan implementation and management. While the planning process will incorporate leadership and ownership, Hagerty knows the transition process and period will be critical to operational implantation of Nebraska's long-term recovery. The Transition Management Plan will provide easy to reference guidance in using the implementation tools in the Strategic Action Plan, tracking and evaluation milestones and responsibilities, recommendations for overcoming barriers in implementation, and guidance for reviewing and updating the Strategic Action Plan and strategies based on evaluation outcomes.

The Transition Management Plan will identify staffing considerations and responsibilities for managing strategy implementation, and provide guidance on coordinating with elected official, senior leaders, and critical stakeholders to provide visibility and secure continued buy-in on strategy implementation. Additionally, the Transition Management Plan will provide tools for communicating with the public, stakeholders, and elected officials throughout the implementation process, including adaptable executive summary reports for tracking progress in achieving Long-Term Economic Recovery Objectives.

Hagerty will conduct **Recovery Group Meeting #6** to review the next steps, responsibilities, and tools for implementing the Strategic Action Plan, following the guidance included in the Transition Management Plan. Additionally, Hagerty will hold a close-out meeting with the State project team to transition all planning and engagement materials and tools to the State of Nebraska.



# RESUMES

See Below



# April Geruso

# **Project Executive**



#### Education

- Master of Science (MS) in Community and Regional Planning, University of Texas at Austin
- Bachelor of Arts (BA) in Interdisciplinary Studies, Virginia Tech University

#### Relevant Highlights

- Developed regional catastrophic mass care planning elements for a 8.5 million resident area in New England
- Led pre-disaster recovery planning in New Hampshire and Chatham County, Georgia
- Served as Philadelphia EOC
   Manager and Liaison Officer on city-wide operations including hazardous material incidents
- Chief author, July 4th Incident Action Plan for City of Philadelphia
- Coordinated oversight and implementation of all MDO-OEM emergency plans, including the City's HazMat Plan
- Managed and developed Boston OEM's Shelter Feeding and Household Pet Support Annexes
- Coordinated with the NTSB following the 2010 "Duck Boat" accident on the Delaware River
- Locally directed FEMA DRC's following 2011 Hurricane Irene/Tropical Storm Lee

### **Professional Bio**

Ms. April Geruso brings over 13 years of experience as an emergency manager and planner. She has led the oversight process for numerous planning and recovery projects around the country... Ms. Geruso was integral in helping New York City (NYC) and its agencies to strategically plan for effective coordination and management of disaster cost recovery under Federal Disaster Programs related to Hurricane Sandy. In addition, she managed the development and resource assessment of the City of Boston Office of Emergency Management's (OEM's) Shelter Feeding Support Annex and Household Pet Support Annex as an operational guide to facilitate a multi-agency response for feeding assistance in advance of, during, and after a disaster.

Mr. Geruso is also skilled in helping communities to develop long-term recovery strategies. She worked with the New England Regional Catastrophic Preparedness Initiative (NERCPI) and led the efforts to revise the Long-Term Recovery Annex for the State of New Hampshire. She also supported Chatham County, GA with their Long-Term Recovery Plan and led efforts to develop Brantley County, GA's Disaster Recovery and Redevelopment Plan. Ms. Geruso has also managed Hagerty's services providing pre/post disaster administration and management to the METRO of Harris County, TX.

## Relevant Project Experience

Program Coordinator | Seven County Project to Strengthen the Disaster Resiliency of GA's Coastal Region | Georgia Department of Natural Resources (DNR) | Hagerty Consulting, Inc.

- Update statewide guidance document for developing local Disaster Recovery and Redevelopment Plans (DRRPs).
- Develop DRRPs through a stakeholder participation process, for Camden, Charlton, Wayne, Long, Liberty, Bryan, and Effingham counties in coastal Georgia.

Project Manager | Mass Care Operational Plan Project | Massachusetts Emergency Management Agency (MEMA) | Hagerty Consulting, Inc.

- Developed Best Practices Document in areas of mass care facility planning and coordination.
- Facilitating series of stakeholder meetings through tactical planning meetings to determine points of consensus for operational structure.
- Drafted ConOps for Regional Reception Centers, State-initiated Regional Shelters, and Mass Care Mission Group Concepts.

Subject Matter Expert | FEMA National Incident Management System (NIMS) Resource Typing Support Services | Hagerty Consulting, Inc.

 Provided expertise in supporting the implementation of the National Preparedness System (NPS) and NIMS through the rollout of the updated NIMS doctrine.

# April Geruso

## **Project Executive**



 Developed new NIMS resource typing, job titles and qualifications, and associated guidance documents and the development of National Qualification System (NQS).

### Recovery Manager | City of Austin Harvey State of Texas Assistance Request Support | Hagerty Consulting, Inc.

- Developed shelter operations expense tool for use by city agencies related to Hurricane Harvey support.
- Developed self-guided training for city agency employees to effectively complete and return expense tool.

### Preparedness Program Lead | NYC | Hagerty Consulting, Inc.

- Led project team in developing organizational and planning support for New York City's (NYC's) shelter plan.
- Co-authored city's surge staffing plan.
- Assisted the city and its agencies to strategically plan for effective coordination and management of disaster cost recovery under Federal Disaster Programs related to Hurricane Sandy.

#### Project Manager | Delaware County, Pennsylvania Mass Care Annex | Hagerty Consulting, Inc.

Lead efforts to identify best practices in mass care and drafted Mass Care Annex and supporting tools specific to the county.

### Project Manager | Bucks County, Pennsylvania Mass Care Annex | Hagerty Consulting, Inc.

Lead efforts to identify best practices in mass care and drafted Mass Care Annex and supporting tools specific to the county.

### Project Manager | NERCPI Functional Needs Support Services (FNSS) Workshops | Hagerty Consulting, Inc.

 Supported tri-state mass care planning project through regional catastrophic planning team of states of Rhode Island, New Hampshire, and Massachusetts in developing and hosting three workshops focused on FNSS compliance in mass care planning.

#### Project Manager | NERCPI Boston Feeding Annex | Hagerty Consulting, Inc.

Managed the development and resource assessment of the City of Boston OEM's Shelter Feeding Support Annex and Household
Pet Support Annex as an operational guide to facilitate a multi-agency response for feeding assistance in advance of, during, and
after a disaster.

#### Emergency Preparedness Consultant | NERCPI New Hampshire Community Outreach I | Hagerty Consulting, Inc.

 Revamped Ready New Hampshire, the state emergency preparedness campaign by working with the state Homeland Security and Emergency Management division (HSEM).

### Project Manager | NERCPI New Hampshire EOP Planning Project | Hagerty Consulting, Inc.

 Managed multiple pre-disaster recovery preparedness efforts aligned with National Disaster Recovery Framework (NDRF) guidance for the State of New Hampshire. Managed NERCPI Extension Project.

### Project Manager | NERCPI NH Long-Term Recovery Planning | Hagerty Consulting, Inc.

Lead efforts to revise the long-term recovery annex for the State of New Hampshire.

### Deputy Project Manager | Chatham County, GA Long-Term Recovery Plan | Hagerty Consulting, Inc.

Developed a comprehensive Disaster Recovery Plan (DRP) for Chatham County, including the review and update of Chatham
County's current DRP and identification of Recovery Support Functions (RSFs).

# April Geruso

## **Project Executive**



### Lead Planner | Brantley County, GA Disaster Recovery and Redevelopment Plan | Hagerty Consulting, Inc.

- Organized team efforts through a five-phased approach aligning the NDRF and the State of Georgia with local applications for Brantley County.
- Identified short-term and long-term recovery priorities in plan development.

### Deputy Director for Planning | City of Philadelphia MDO

- Oversaw development and implementation of OEM's Administrative Management Plan, road map for plans, procedures, trainings, and exercises for Philadelphia.
- Developed Incident Action Plan for public events in City of Philadelphia.
- Served as EOC Manager and as Liaison Officer for numerous city-wide and localized operations, including hazardous material incidents.
- Developed or contributed to AARs for all activations, regardless of scale.
- Restructured reporting procedures for Tier II (SARA Title III) hazardous material facilities, coordinating daily with the city's vendor and Commonwealth of Pennsylvania counterparts.
- Locally directed FEMA DRC following 2011 Hurricane Irene/Tropical Storm Lee.

## **Employment History**

Hagerty Consulting, Inc., Management Consultant, 2012-Present

City of Philadelphia Office of Emergency Management, Deputy Director for Planning, 2011-2012

City of Philadelphia Office of Emergency Management, Human Services Planning Coordinator, 2009-2011

A. Nelessen Associates, Associate Planner & Project Manager, 2007-2009

Taylor Design Group, Junior Planner, 2006-2007

Foundation Communities, Development Specialist for Supportive Housing, 2006

PeopleFund, Economic Summit Specialist, 2005

## Project Manager



#### Education

- Master of Arts in City Planning, University of Pennsylvania
- Bachelor of Arts in Political Science, Boston University

#### Certifications

- National Disaster Recovery Framework Leadership Workshop, 2014
- National Planner's Course and National Planning Team Leader's Course, 2013 – 2014
- ICS Professional Development Series, 2013 – 2014

#### Relevant Highlights

- Managed development of Massachusetts State Recovery Plan
- Collaborated with concurrent master planning and economic development planning processes to lead Panama City, FL Hurricane Matthew Recovery Plan
- Led enhancement of North Dakota updated State Hazard Mitigation Plan (HMP)
- Led Development of San Diego County post-disaster housing recovery plan

### Professional Bio

Ms. Winship is an experienced planner and emergency management specialist who works at the local, state, and the federal government levels to ensure that communities understand and address their vulnerabilities to hazards and the associated risks to the communities' physical, social, and economic well-being before and after a disaster.

She uses planning and analytical tools to conduct emergency planning analyses and create visual representations that communicate areas of risk and vulnerability and inform comprehensive planning efforts. She has experience facilitating collaboration with government and non-governmental stakeholders to establish and achieve common goals related to building capacity to mitigate risks, respond to hazard events, and to recover from disasters.

## Relevant Professional Experience

### Project Manager | California RSF Annexes | Hagerty Consulting

- Managing a team of planners and subject matter experts to coordinate with the Governor's Office of Emergency Services (CalOES) to develop RSF Annexes for six RSFs in alignment with the California Disaster Recovery Framework and a Debris Management Plan.
- Leading the effort to validate the pre-disaster planning drafts with current wildfire
  recovery operations. This includes leading a series of workshops and meetings with
  current staff working on recovery operations to develop additional operational guidance
  and tools based on the use of the RSF Annexes to date.
- Leading the development of Debris Management Plan.

# Lead Planner | City of Panama City, Florida Recovery Action Plan| Hagerty Consulting

- Managing a team of planners to engage with City leadership, community stakeholders, and the public to identify the City's recovery priorities after Hurricane Michael and develop an implementable recovery strategy.
- Coordinating with concurrent master planning and economic development planning
  efforts to communicate with the public, stakeholders, and leadership about the planning
  process, recovery priorities, and actions and develop a recovery strategy that meets
  the needs of the whole community.

# **Project Manager**



### Project Manager | Massachusetts State Recovery Plan | Hagerty Consulting

- Managing a team of planners and subject matter experts to develop a comprehensive approach to recovery, including an annex to
  the Emergency Operations Plan to identify the processes to activate a recovery organization and an operational Recovery Plan to
  identify the organizational and operational components of managing long-term recovery efforts.
- Leading the engagement of governmental and non-governmental stakeholders to provide their expertise in the development of the Recovery Plan and to continue participating in pre- and post-disaster planning and operations after the completion of the project.

# Project Manager and Lead Planner | Georgia Disaster Recovery and Redevelopment Planning (Multiple Counties) | Hagerty Consulting

- Supporting the project to develop Disaster Recovery and Redevelopment Plans (DRRPs) for eight coastal counties in Georgia to
  provide each county guidance and operational tools to recover and make resilient redevelopment decisions after a disaster, as well
  as refine statewide guidance for other counties to develop or update their DRRPs in the future. Serve as Project Manager or Lead
  Planner on individual county planning efforts.
- Supporting the effort to develop a comprehensive resilience assessment to identify the strengths and areas for improvement in county's human, social, physical, natural, financial, and political capital, and provide recommendations to strengthen their resilience in these areas.

### Project Manager | San Diego County Post-Disaster Housing Plan | Hagerty Consulting

- Managed project to build a Post-Disaster Housing Plan to provide operational guidance to San Diego County and local municipalities
  to provide interim, temporary, and permanent housing options for disaster survivors.
- Led the development of a series of memos to identify appropriate policies and procedures, short-term housing options, and legislative
  and regulatory resources to include in the planning effort and as resources to use in implementing plan. Led the completion of a gap
  analysis to inform the planning effort to identify how the governmental organizations can overcome these barriers before and after a
  disaster.
- Oversaw the formation and engagement of a robust team of stakeholders from local, county, state, and federal governmental and non-governmental organizations and provided training materials and recommendations for engaging with the team after the project.

### Lead Planner | Portland Regional Recovery Framework | Hagerty Consulting

- Leading a planning team to develop a Regional Recovery Framework for the Portland Metropolitan Region that provides guidance
  for how county governments in the region will organize and operation in recovery and how the counties and regional organizations
  will coordinate to identify and address recovery priorities.
- Supporting engagement opportunities with over 400 governmental and non-governmental organizations, including 8 stakeholder engagement sessions, 4 workshops, and a 2-day recovery conference, informational and plan review webinars, and newsletters and other online engagement strategies.

#### Project Manager | Rhode Island State Hazard Mitigation Plan | Hagerty Consulting

Managed effort to update the Rhode Island State Hazard Mitigation Plan in alignment with Federal Emergency Management Agency
(FEMA) requirements to provide state governmental and non-governmental mitigation partners a roadmap to increase resilience to
identified hazards.

## Project Manager



### Project Manager | North Dakota Enhanced State Hazard Mitigation Plan | Hagerty Consulting

 Managed project to successfully update North Dakota's Hazard Mitigation Plan to receive Enhanced Plan Status, the first state in FEMA Region VIII to receive Enhanced Plan Status, and provide the robust planning team the guidance to continue to grow their mitigation program and increase resilience in North Dakota.

### Project Manager | Alabama State Hazard Mitigation Plan | Hagerty Consulting

Managed project to update the Alabama State Hazard Mitigation Plan to gain FEMA approval, with no recommended revisions, and
provide Alabama with a resource to prioritize mitigation actions before and after disasters to increase resilience across the state to
the impacts of disasters.

# Lead Planner | Rhode Island Emergency Management Accreditation Program (EMAP) Hazard Identification and Risk Assessment (HIRA) Support | Hagerty Consulting

- Managed effort to update the Rhode Island HIRA and Consequence Analysis for 21 hazards to meet EMAP requirements.
- Developed vulnerability assessments to detail the impact of the 21 hazards on the state's people, property, critical infrastructure, environment, and state operations.

### Recovery Program Manager | District of Columbia Recovery Program Development | DC HSEMA

- Established the District Recovery Subcommittee, with District, regional, and federal agency and nongovernmental organization stakeholders, to assess the status of and build the District's recovery capabilities.
- Established a capability assessment process that aligns with District and Federal capability reporting and project prioritization goals.
   Developed the District Recovery Implementation Plan, which outlines a five-year phased approach to the enhancement of the District's recovery program and capabilities.

#### Recovery Program Manager | District of Columbia Recovery Plan | DC HSEMA

- Developed the District Recovery Plan to establish a new framework for the concept of operations for the District's recovery activities
  for complex or catastrophic incidents, as well as establish an organization to implement these operations.
- Led the development of the concept of the District Recovery Operational Plan, to build on the concept of operations and roles and
  responsibilities established in the District Recovery Plan to define the specific processes, operations, and procedures to activate and
  operate the recovery organization through setting targets, identifying priorities, and commencing the strategic planning process with
  the whole community after a catastrophic or complex incident.

#### Planner | Deepwater Horizon AAR | United States Coast Guard (USCG)

 Provided analytical support of the Recommended Actions from outside agency Deepwater Horizon incident reports as they relate to the USCG and their Contingency Exercise program.

# Project Manager



# **Employment History**

Hagerty Consulting, Inc., Senior Managing Associate, 2017-Present

Michael Baker International, Hazard Mitigation and Emergency Management Project Manager, 2015-2017

District of Columbia Homeland Security and Emergency Management Agency, Recovery Program Manager, 2013-2015

Booz Allen Hamilton, Senior Consultant, 2011-2013

Michael Baker International, Associate, 2011

Buck Hill Falls Strategic Planning Committee, Strategic City and Regional Planner, 2010

# Ashley Wargo

# Deputy Project Manager



#### Education

- Masters of Public Administration-Florida State University
- Emergency Management and Homeland Security Program Graduate- Florida State University
- Bachelor of Arts in English-Florida State University

#### Relevant Highlights

- Master Exercise Practitioner
- Diverse nation-wide emergency management project leadership
- Served as an analyst and planning lead for CenterPoint Energy
- Developed Florida's THIRA for submittal to Department of Homeland Security
- Developed Florida's SPR for Department of Homeland Security
- Plans Chief in the 2015 FEMAevaluated Hostile Action Based Exercise at Turkey Point Nuclear Power Plant
- Revised Florida's REP Plan all site-specific annexes including Kings Bay Nuclear Submarine Base, Kennedy Space Center, and three nuclear power plants

### **Professional Bio**

Ms. Ashley Wargo is an emergency manager with experience working with clients at the state and local levels in planning, exercise development, resource management, and multi-agency/jurisdictional coordination. Ms. Wargo has a proven track record of project and personnel management, process and system innovation, and a passion for furthering and developing the field of emergency management.

This track record can be seen in her work. Ms. Wargo is a highly experienced hazard mitigation planner, having completed HMPs for a wide variety of jurisdictions. She is also a skilled project leader in the production of After Action Reports (AARs) and Improvement Plans (IPs). Her other experience includes creating cybersecurity incident response plans and developing recovery plans. She led the development of New York City's Mutual Aid Cost Recovery Plan, as well as a petroleum shortage response plan for the National Association of State Energy Officials (NASEO).

## Relevant Professional Experience

Project Manager | California Office of Emergency Services ESF 18 Cybersecurity Annex Development and TTX

- Developed of a statewide cybersecurity annex to the state's emergency plan.
- Coordinated a stakeholder engagement strategy to include private sector, public sector, critical infrastructure, and government stakeholders from across the state.

#### Project Manager | State of Illinois Cyber Disruption Plan Development

 Developed the statewide cyber disruption plan to depict the governance structure and roles associated with a cyber disruption impacting the state.

# Project Manager | Austin-Travis County Colorado River Flooding and Boil Water Notice AAR

- Planned and facilitated eight focus area stakeholder meetings with over 150 attendees to collect information about Austin-Travis County's response to Hurricane Harvey.
- Developed and disseminated a regional survey to collect response experiences from agency partners, while concurrently developing and disseminating a survey to the public to collect information about how to better serve the community during an emergency.
- Planned and facilitated an after-action conference and corrective action plan meeting, synthesizing the goals and feedback of both city and county departments into a single actionable report and plan.
- The final outcomes of this process were a county-wide, cohesive AAR and IP.

# Ashley Wargo

# Deputy Project Manager



Project Manager / Lead Planner / Facilitator | National Emergency Management Association (NEMA) / Department of Energy (DOE) / National Association of State Energy Officials (NASEO) Pacific Northwest Petroleum Shortage Response Planning Workshop

- Coordinated a workshop bringing together representation from states in the Pacific Northwest, federal agencies, and industry
  partners to facilitate the development of stronger more coordinated petroleum shortage response plans.
- The workshop included the assembly of innovative experts in the field, the creation of a panel to discuss recent state experiences, the development and facilitation of a scenario-based discussion, as well as the facilitation of a discovery change session.

### Lead Planner | New York City Mutual Aid Cost Recovery Plan

- Developed an actionable cost recovery plan for when NYC deploys mutual aid resources to another jurisdiction.
- This plan included provisions for the mutual aid agreements NYC most commonly uses, as well as the steps for when mutual aid is
  requested outside of an existing agreement.
- Accompanying the plan was a suite of tools to help facilitate the cost recovery process.

# Project Manager / Lead Planner / Facilitator | NEMA / DOE / NASEO Southeastern U.S. Petroleum Shortage Response Planning Workshop

- Coordinated a workshop bringing together representation from states in FEMA Regions IV and VI, federal agencies, and industry
  partners to facilitate the development of stronger more coordinated petroleum shortage response plans.
- The workshop included the assembly of innovative experts in the field, the creation of a panel to discuss recent state experiences, the development and facilitation of a scenario-based discussion, as well as the facilitation of a discovery change session.

#### Lead Planner | Lee County Hurricane Irma Response AAR

 Conducted the after action process for Lee County's response to Hurricane Irma, including survey development and dissemination, planning and facilitation of focus group meetings, and the drafting of the report.

#### Emergency Management Planner | Collier County Hurricane Irma Response AAR

- Conducted interviews with response partners across the county.
- Synthesized interviews and documentation into an after action report with identified strengths and area for improvement.
- Developed an improvement action plan to complement the after action report with targeted actions to improve the county's readiness.

### Deputy Project Manager/Emergency Management Planner | Capital Area Council of Governments | Hagerty Consulting Inc.

- Facilitated two after action meetings for a three-day chemical, biological, radiological, nuclear, and explosive (CBRNE) / hazardous
  materials (HazMat) exercise series occurring in the Capital Area Council of Governments (CAPCOG) region of Texas with the over
  30 participating agencies.
- Developed HSEEP / Texas Division of Emergency Management (TDEM) compliant after action reports / improvement plans (AARs / IPs) for each of the three days of the exercise with a strategic focus on identifying areas for future consideration.

# Ashley Wargo

## Deputy Project Manager



# Emergency Management Planner/Exercise Coordinator | CenterPoint Energy Storm Restoration Plan Revision, Job Aid Development, Trainings, and Tabletop Exercises

- Collaborated on the reevaluation and restructuring of CenterPoint Energy's Storm Restoration Plan, the CenterPoint Energy
  Distribution Power Delivery emergency response plan. Identified internal promising practices and national best practices for
  incorporation into the revised plan.
- Planned and facilitated five trainings and TTXs for CenterPoint Energy response personnel to introduce, exercise, and validate the
  revised plan and new concepts.

### Hazard Mitigation Planner | City of Grand Prairie, Texas Hazard Mitigation Plan Update

- Identified prior efforts and collected existing pertinent documentation to support the plan update, including supporting documentation for the 2010 Hazard Mitigation Plan for Grand Prairie.
- Assessed hazard risks including a summary of the probabilities of future hazard events as well as changing future conditions; collected and integrated the latest known hazard information, data, geographic information systems (GIS) databases and uploads from local, regional, and state hazard mitigation plans.

## Hazard Mitigation Planner | Lee County, Florida Local Mitigation Strategy Update

- Identified prior efforts and collected existing pertinent documentation to support the plan update, including supporting documentation for the 2011 Local Mitigation Strategy for Lee County.
- Assisted in the assessment of hazard risks including a summary of the probabilities of future hazard events as well as changing
  future conditions; collected and integrated the latest known hazard information, data, geographic information systems (GIS)
  databases and uploads from local, regional, and state hazard mitigation plans.

# Project Manager / Hazard Mitigation Planner | Metropolitan Transit Authority of Harris County, Texas Hazard Mitigation Planning

Assisted in the assessment of hazard risks including a summary of the probabilities of future hazard events as well as changing
future conditions; collected and integrated the latest known hazard information, data, geographic information systems (GIS)
databases and uploads from local, regional, and state hazard mitigation plans.

#### Emergency Management Planner | City of Fort Worth, Texas Emergency Management Plan Update

- Led the revision of two annexes to the City of Fort Worth's Emergency Management Plan: Public Health & Medical and Shelter & Mass Care.
- Ensured compliance with planning requirements form the Texas Division of Emergency Management, as well as the incorporation
  of planning modifications bases on national best practices and city-identified improvements.

# **Employment History**

Hagerty Consulting, Inc., Senior Managing Associate, 2015-Present

Florida Division of Emergency Management, State Regional Domestic Security Task Force Planner, 2014-2015

# Eli Russ

## Planner



#### Education

- Bachelor of Arts, Public Health, Muhlenberg College.
- Certifications;
  - NYC Emergency Management Program
  - New York State Emergency
     Operations Center Liaison
  - Niagara University Emergency
     Management Disability
     Awareness Training
  - American Red Cross National Sheltering Leadership Workshop
- Tactical Emergency Casualty
   Care
- SKYWARN Storm Spotter
- o ICS 100, 200, 300, 400
- IS 05,120, 405, 700,800

### Relevant Highlights

- Deployed with the Red Cross in support of sheltering operations in California, Oklahoma, Canada and the Northern Mariana Islands.
- Lead revision of Emergency Support Function (ESF) planning on Long Island, New York.
- Organized emergency response training exercises.
- Experience partnering with Federal Emergency Management Agency (FEMA), local and Tribal partners.

### **Professional Bio**

Mr. Eli Russ has four years of experience leading disaster response efforts,, including providing shelter, working with local and federal partners, and leading training exercises. He specializes in organizing complex sheltering efforts for tens of thousands of evacuees in resource-challenged environments.

Through the Red Cross, Mr. Russ has deployed to two states, Canada and the Northern Mariana Islands. His experience also includes supporting national organization efforts, and participating in innovative pilot programs. He has also lead disaster response planning efforts on Long Island, New York.

## Relevant Professional Experience

### Mass Care Manager | American Red Cross Long Island Chapter

- Managed a team of 150 volunteer workers and leaders to provide Mass Care services; responsible for one of the largest Red Cross sheltering governmental commitments in the country; developing feeding, distribution of emergency supplies, and reunification program capacities; regular manager on-call for daily local disaster responses and large-scale events in New York City metro area; led Emergency Support Function (ESF) #6 planning in Nassau and Suffolk Counties.
- Organized regular mass care meetings, events, trainings, and tabletop exercises to increase volunteer engagement and training by 150 percent in first year.
- Standardized canteen vehicle program; organized team and developed leadership; created job aids to decrease response times; increased responses by over 100 percent annually in first year.
- Initiated formal ESF #6 planning in both counties, redrafted Nassau ESF #6 & sheltering plans, established Nassau Mega-Shelter Planning Task Force, revamped Nassau Shelter Liaison Program and trained 100 staff, co-organized Suffolk ESF #6 Disaster Mental Health Response Coalition.
- Organized shelter exercise including multi-partner participation; strengthened relationships and disaster planning with Office of Emergency Management (OEM), Community Emergency Response Team (CERT), Voluntary Organization Active in Disaster (VOAD), healthcare, disability, pet, educational institution, and ESF #6 partners.
- Selected to help design a new National Shelter System; appointed project manager for mass-casualty incident regional planning; member of Red Cross Northeast Division Response Management Team (RMT).

# Eli Russ

### Planner



# Deputy Assistant Director for Response | American Red Cross Deployment to the Commonwealth of the Northern Mariana Islands (CNMI)

- Directed the Response program, including the Mass Care, Disaster Health, Mental Health, and Disability Integration activities on Saipan and Tinian islands.
- Developed service delivery plans that included strong partner support.
- Conducted advanced operational planning in a resource-challenged environment.
- Directly supervised Mass Care team leads.
- Led synchronization of Response activities with Recovery division.
- Representative on CNMI VOAD and FEMA Joint Field Office (JFO) Shettering and Feeding/Distribution Task Forces.

### National Sheltering Lead | American Red Cross National Disaster Operations Coordination Center

- Coordinated Red Cross sheltering operations, information, and strategy at the federal level for approximately 200 shelters with +110,000 cumulative shelter stays.
- Supported 11 subdivisions of sheltering leadership across nine states.
- Partnered with FEMA to organize data-driven implementation strategy for inaugural activation of multi-agency shelter casework recovery teams.
- Remotely trained field leadership on use of new web app to track shelter status and increase situational awareness using latest technology.

## Sheltering Support Team | American Red Cross Deployment to Mendocino Complex Wildfires.

- Selected to help test and refine national pilot program.
- Supported and evaluated Red Cross shelters open for 21,000 evacuees.
- Provided subject-matter expertise to resolve sheltering issues in the field.

### Sheltering Lead | American Red Cross Deployment to Northern California Wildfires

- Managed Red Cross sheltering operation for 100,000 evacuees.
- Supervised leads across three subdivisions.
- Partnered with California Office of Emergency Services (CalOES) FEMA, and the US Department of Housing and Urban Development (HUD).
- Oversaw first pilot of Shelter Support Team.

### Site Director | American Red Cross Deployment to British Columbia Wildfires

- Served as the Operations Manager and then Site Director for the largest recovery service center that served 24,000 returning evacuees.
- Responsible for tactical planning and direction for service delivery in a resource-strapped environment.
- Liaison to on-site local and Tribal partners, and development of policy and procedure for a 40-person team.

### Disaster Health Services Volunteer | American Red Cross Deployment to Oklahoma Tornado and Flood Outbreak

Provided medical assistance for client health needs, and assisted with coordinating teams.

# Eli Russ

### Planner



### Healthcare Emergency Management Intern | Mount Sinai Health System

- Helped plan for multiple full-scale exercises and preparedness events.
- Assisted with daily administrative, financial, and logistics tasks.
- Shadowed staff in meetings and safety rounds.
- Inventoried disaster supplies.

## Healthcare Emergency Management Intern | Lenox Hill Hospital

- Helped plan for multiple full-scale exercises and preparedness events.
- Assisted with daily administrative, financial, and logistics tasks.
- Shadowed staff in meetings and safety rounds.
- Inventoried disaster supplies.

## **Employment History**

Hagerty Consulting, Inc., Associate, 2019-Present

American Red Cross Long Island Chapter, Mass Care Manager, 2017-2019

American Red Cross, Various Deployments, 2015-2018

Mount Sinai Hospital, Healthcare Emergency Management Intern, 2016

Lenox Hill Hospital, Healthcare Emergency Management Intern, 2015

### **Planner**



#### Education

 Bachelor of Science in Environmental Science, University of Virginia

#### Certifications

 Certified Floodplain Manager, ASFPM, 2016

### Relevant Highlights

- Knowledge of ArcGIS and Hazus software and its applications in risk management.
- Updated four state, two county, and one local hazard mitigation plans.
- Completed preliminary pathway determinations for over 20,000 single and multi-family residences after Superstorm Sandy.
- FEMA PA Program Delivery Manager for DR-4332.

### **Professional Bio**

Ms. McKenna is an emergency management consultant with over five years of diverse client-facing experience with federal, state and local entities. As a Certified Floodplain Manager (CFM), she has depth of knowledge about flood mitigation, mapping, and insurance that has been valuable to clients on projects ranging from flood disaster recovery to local hazard mitigation planning. She holds a public trust security clearance with the Federal Emergency Management Agency (FEMA).

Additionally, Ms. McKenna's skills include project coordination and task management, feasibility assessments and substantial damage determinations, ArcGIS mapping and spatial analysis, plan writing and review, and community engagement and outreach. Her knowledge, professionalism, and dedication in the emergency management field is an asset for a wide range of project work.

Most recently with Hagerty, Ms. McKenna has managed the update of hazard mitigation plans for the states of North Dakota and Rhode Island, as well as Saratoga County, New York. In her previous experience with Dewberry, she was deployed to Houston, TX to support FEMA's Public Assistance (PA) Program for DR-4332. Her wealth of experiences in both preparedness and response equips her with the tools and knowledge to help deliver success to clients in all fields.

# Relevant Professional Experience

# Deputy Project Manager | Saratoga County Multi-Jurisdictional Hazard Mitigation Plan Update | Hagerty Consulting

Managed project to update the Saratoga County Multi-Jurisdictional Hazard Mitigation
Plan for full alignment with all New York State and FEMA hazard mitigation planning
requirements to provide county and municipal partners with a roadmap to increase
resilience to identified hazards.

# Deputy Project Manager | Rhode Island State Hazard Mitigation Plan | Hagerty Consulting

 Lead an internal team to update of the Rhode Island State Hazard Mitigation Plan to meet all FEMA requirements and integrate the state's climate resilience strategy into this plan's mitigation strategy.

### **Planner**



### Deputy Project Manager | North Dakota Enhanced Hazard Mitigation Plan | Hagerty Consulting

Supported project management to successfully update North Dakota's Hazard Mitigation Plan to receive Enhanced Plan Status, the
first state in FEMA Region VIII to receive Enhanced Plan Status, and provide the robust planning team the guidance to continue to
grow their mitigation program and increase resilience in North Dakota.

## Planner | Alabama State Hazard Mitigation Plan Update | Hagerty Consulting

Supported the update of the Alabama State Hazard Mitigation Plan to gain FEMA approval, with no recommended revisions, and
provide Alabama with a resource to prioritize mitigation actions before and after disasters to increase resilience across the state to
the impacts of disasters.

## Planner | Commonwealth of Massachusetts Recovery Plan | Hagerty Consulting, Inc

Supporting the development of a comprehensive approach to state recovery, including an annex to the Emergency Operations Plan
to identify the processes to activate a recovery organization and an operational Recovery Plan to identify the organizational and
operational components of managing long-term recovery efforts.

### Planner | Portland Regional Recovery Plan | Hagerty Consulting, Inc

 Supporting the development of a Regional Recovery Framework for the Portland Metropolitan Region that provides guidance for how county governments in the region will organize and recovery operations and how the counties and regional organizations will coordinate to identify and address recovery priorities.

## Planner | California Governor's Office of Emergency Services (Cal OES) RSF Annexes | Hagerty Consulting, Inc

- Supporting the development of Recovery Support Function (CA-RSF) annexes for six RSFs that align with the California Disaster Recovery Framework and a Debris Management Plan.
- Conducting interviews and workshops with current recovery staff to validate the pre-disaster planning drafts with ongoing wildfire
  recovery operations. Developing additional tools and guidance based on the use of RSF Annexes to date.

### Planner | UNC Wilmington Florence AAR/IP | Hagerty Consulting

- Developed an after-action report (AAR) and improvement plan (IP) for the University of North Carolina at Wilmington following response and recovery operations related to Hurricane Florence.
- Gathered information from multiple sources to inform conclusions and recommendations in the AAR; developed and deployed three surveys sent to over 5,000 students, 500 faculty and staff, and the Emergency Planning Group; conducted interviews with over 45 faculty and staff; and researched existing emergency plans and procedures.

### Planner | Connecticut State Hazard Mitigation Plan Update | The Dewberry Companies, Inc.

 Updated the Risk Assessment section of the state's Hazard Mitigation Plan, including running an exposure analysis of critical facilities and estimating losses from future disasters using ArcGIS.

#### Planner | City of Beverly Hazard Mitigation Plan Update | The Dewberry Companies, Inc.

- Primary author of plan update. Researched and compiled historical hazard data, annualizing the frequency of events and cost of damage. Summarized data into plan narratives, tables, and figures.
- Used ArcGIS to analyze vulnerability of city to hazards.

### **Planner**



### Planner | Lee County Multi-Jurisdictional Hazard Mitigation Plan Update | The Dewberry Companies, Inc.

 Co-author of the HIRA chapter for the hazard mitigation plan update, updating hazard profiles and using ArcGIS to analyze hazard location and vulnerability.

## Planner | FEMA Hazard Mitigation and Technical Assistance Program (HMTAP) Contract | The Dewberry Companies, Inc

 Contract support to FEMA Hazard Mitigation Assistance Policy, including the research and development of policy papers, presentations, and factsheets; policy working group facilitation; and annual workshop support.

### Event Assistant and Facilitator | NVERS Active Shooter Unified Command Training | The Dewberry Companies, Inc.

Supported Northern Virginia Emergency Management System (NVERS) in carrying out six full-day trainings for Northern Virginia
emergency professionals by assisting in meeting logistics planning, facilitation of tabletop exercises, and documentation of class
participation.

### Program Delivery Manager | DR-4332 FEMA PA | The Dewberry Companies, Inc

- Program Delivery Manager for FEMA Public Assistance in response to DR-4332 in Houston, TX.
- Completed two-week training under the new Public Assistance deliver model for Program Delivery Management at the Emergency Management Institute (EMI) in September 2017.

### Feasibility Production Lead | New York City Build It Back Program | The Dewberry Companies, Inc.

- Led production of over 20,000 reports that used damage assessment results and environmental assessments to determine the
  preliminary pathway of single and multi-family residential homes in NYC's Build it Back program, a CDGB-DR funded DR-4087
  recovery program managed by the Office of Housing Recovery Operations.
- Authored production and quality review guidance documentation compliant with HUD and Build It Back regulations

### Deliverable Coordinator | Substantial Damage Estimation for DR-4277 | The Dewberry Companies, Inc.

Coordinated daily project deliverables to FEMA for substantial damage estimation after DR-4277.

### Outreach Specialist | FEMA RiskMAP Coastal Flood Study | The Dewberry Companies, Inc.

- Provided full-time community engagement and outreach support to FEMA Region II for a coastal flood study impacting communities
  in New York and New Jersey.
- Planned over 30 outreach events and developed supporting communication materials including presentations, invitations, website
  material and handouts.

### Floodplain Management Specialist | FEMA RiskMAP Discovery Production | The Dewberry Companies, Inc.

 Developed FEMA Region II RiskMAP Discovery reports for multiple watershed flood insurance studies, including the creation of flood risk maps using ArcGIS.

Planner



# **Employment History**

**Hagerty Consulting Inc.**, Managing Associate, 2018-Present **The Dewberry Companies, Inc.**, Consultant, 2013-2018

University of Virginia Facilities Management, Intern, 2012-2013

# Eric D. Shaw, MUP

# Recovery Planner



#### Education

- Master's in Urban Planning, Harvard University, Graduate School of Design
- Bachelor of Arts in International Development Studies, Minor in Public Policy Studies, University of California-Los Angeles
- Lesbian, Gay, Bisexual,
   Transgender+ (LGBT+) Executive
   Education Program, Stanford
   Business School

#### Relevant Highlights

- 2017 Top 20 LGBT+ Public Sector Executives, OUTstanding and the Financial Times
- Managed Salt Lake City, Utah
   Department of Community and
   Economic Development staff of 200
   with a budget of \$16 million
- Managed \$1 million grant portfolio and provided strategic oversight on program related investments
- Implemented \$50 million recovery program focused on planning, housing, and infrastructure following hurricanes Gustav and Ike
- Provided \$10 million in grants to hurricane impacted communities focused on resilience
- Oversaw the development of the Salt Lake City General Plan and Downtown Plan
- Member of several Boards, including National Trust for Historic Preservation Advisory Board, UCLA Alumni Association, Harvard Graduate School of Design Alumni Council, Community Foundation of Utah, and serves as Chair of Next City
- Created the Citizen's Guide to Land Use and the Citizen's Guide to Urban Design and related training.

## **Professional Bio**

Mr. Eric D. Shaw is an urban planning and disaster recovery professional with over 19 years of experience in municipal planning, policy, and management. He has held a series of positions with progressive responsibility, including as Planning Administrator for the City of Miami Community Development Agency, Director of Community Planning for the Louisiana Recovery Authority, Director of Community and Economic Development for Salt Lake City, and most recently as the Director of the Washington, DC Office of Planning.

As former Director of the Washington, DC Office of Planning, Mr. Shaw served as the lead official for land use planning and comprehensive plan implementation. This includes overseeing systems and small area plan development, demographic and spatial analysis, and historic preservation. In managing the effort to update the District Comprehensive Plan, he worked with the Mayor and City Council to introduce legislation to amend the Framework Element and update the District's demographics, land use review process, and include topics on community resilience. Mr. Shaw also created a Policy and Analysis Division to analyze and develop citywide strategies on issues of housing, transportation, economic development, and sustainability.

As former Director for Community and Economic Development for Salt Lake City, Utah, Mr. Shaw was responsible for oversight and strategic direction of planning, economic development, transportation, engineering, building services, housing and neighborhood development, and the arts council. Notably, while serving as Director, he restructured the City's plan development approval process and restructured the small business loan program to evaluate applications based on the impact to City triple bottom like priorities. Mr. Shaw also developed and faunched the effort for the first public small business incubator.

Mr. Shaw's experience in disaster recovery began with his time with the Louisiana Recovery Authority, where he served as the Director of Community Planning. While there, he served as the lead member of the policy team on community planning for the statewide recovery program. Mr. Shaw facilitated implementation of more than \$50 million in planning, housing, and infrastructure projects in Northern Louisiana associated with recovery from hurricanes Gustav and Ike. He also launched a comprehensive resilience pilot program that provided \$10 million in grants to 40 projects in hurricane impacted communities.

# **Relevant Project Experience**

### Director | Washington DC Office of Planning | Washington, DC

Served as lead District official for land use planning and comprehensive plan
implementation. Oversaw systems and small area plan development, demographic
and spatial analysis, large project review, and historic preservation. Managed a staff
of 83 with a department budget of \$10 million.

# Eric D. Shaw, MUP

## Recovery Planner



- Managed effort to update the District Comprehensive Plan. Worked with Mayor and Council to introduce legislation to amend
   Framework Element to update District demographics, land use review process, and include topics on resilience.
- Restructured office to create new policy and analysis division. Aligned geospatial information systems (GIS), State Data Center, and systems planning to analyze and develop citywide strategies on issues of housing, transportation, economic development, and sustainability.
- Established first joint regional planning and housing working group to develop policy recommendations around increasing regional housing production. Managed revision of District inclusionary zoning policy.

### Director | Department of Community and Economic Development | Salt Lake City, UT

- Responsible for oversight and strategic direction of the following City divisions: planning, economic development, transportation, engineering, building services, housing and neighborhood development, and arts council. Managed a staff of 200 with a budget of \$16 million.
- Restructured the City's plan development and approval process. Oversaw the development of the City General Plan and Downtown Plan. Established partnerships with community organizations to expand outreach to underserved populations and support community lead plan implementation.
- Restructured the small business loan program to evaluate applications based on impact to the City triple bottom line priorities.
   Developed and launched effort for first public small business incubator.
- Managed Google Fiber candidacy including review of City regulatory approval processes. Developed City community benefits strategy. Represented the City in joint city, county, and state effort to develop convention center hotel.

### Vice President of Programs and Policy | Foundation for Louisiana | Baton Rouge, LA

- Led all of the Foundation's programmatic initiatives, including grantmaking, campaign development, advocacy, and policy analysis.
   Partnered with funders and public agencies to align investments to support equitable community development strategies in low wealth communities throughout Louisiana.
- Managed \$1 million grant portfolio and provided strategic oversight on program related investments. Oversaw rebranding of the foundation and statewide expansion of grantmaking and programs.

## Director of Community Planning | Louisiana Recovery Authority | Baton Rouge, LA

- Served as lead member of policy team on community planning for state disaster recovery program. Provide technical assistance to local elected officials and planning directors on recovery and community planning issues.
- Facilitated the implementation of more than \$50 million in planning, housing and infrastructure projects in Northern Louisiana for the hurricanes Gustav and like disaster recovery program.
- Launched and managed the Comprehensive Resilience Pilot Program that provided \$10 million in grants to 40 projects in hurricane impacted communities.

#### Program Officer | Silicon Valley Community Foundation | Mountain View, CA

Served as Co-Leader of group that developed policy brief and grantmaking guidelines in area of regional planning and equity.

# Denise Morgan Gilliam

# Recovery Planner



#### Education

- University of Maine
- College of Marin

#### Relevant Highlights

- Deployed in 2017-2018 as the Philanthropic Advisor and FDRO in Florida and US Virgin Islands in response to Hurricanes Maria and Irma
- Deployed in response to hurricanes Katrina, Charley, Jeanne, Frances, and Ivan, and the wildfires in California (DR-4240)
- Provided long-term community recovery support in more than eight states and tribal communities
- Advisory Board Member for the Center for Disaster Philanthropy
- FEMA Liaison to the Federal Philanthropic Partners at the Council on Foundations
- Advisory Board Member for the Entertainment Industry Foundation
- Fully qualified FDRO and certified Coach/Evaluator
- Completed ICS, NIMS, Liaison Leadership, and Manager Training with FEMA's Emergency Management Institute

### **Professional Bio**

Ms. Denise Gilliam has over 16 years of experience working with both non-profit and governmental agencies within the disaster preparedness, response, and recovery arena. Her experience includes extensive collaboration in the efforts to create and establish the *National Disaster Recovery Framework* (NDRF) and the tools and guidance required for implementation of the Community Planning and Capacity Building (CPCB) Recovery Support Function (RSF) Annex.

Ms. Gillam began her career in emergency management as a volunteer with the American Red Cross. Since then, she has served in various roles at the Federal Emergency Management Agency (FEMA), including a Voluntary Agency Liaison, Individual Assistance (IA) Program Specialist, and Program Specialist for Recovery Planning. A fully-qualified Federal Disaster Recovery Officer (FDRO), Ms. Gilliam has provided her expertise and leadership following as an FDRO following Hurricane Sandy, the Valley Fire and Butte Fire (DR-4240), and most recently hurricanes Irma and Maria. Currently, Ms. Gilliam is providing long-term recovery expertise to the California Governor's Office of Emergency Services following the 2018 Camp Fire and Woolsey Fire.

During her deployment to Florida and the United States (US) Virgin Islands, Ms. Gilliam served as the FDRO and Philanthropic Advisor, she coordinated funding for local recovery managers and supported key issues, such as cost share funding for coral reef restoration. During deployment for the Butte Fire, Ms. Gilliam led the effort to obtain funding for weather radios for residents of Lake County. Further, the planned and provided input for a recovery roundtable event at FEMA headquarters, in collaboration with private sector and tribal partners. Following the great floods of 2016 in the State of Louisiana, Ms. Gilliam helped facilitate a group of funders to collaborate as the Louisiana Disaster Recovery Alliance. She was invited to present this innovative initiative at the 2016 Natural Hazards Conference and the Council on Foundations Annual Conference in 2016 as an example of federal and local philanthropic partnerships.

Comprehensively, Ms. Gilliam has leadership and supervisory experience in the management of long-term community recovery (LTCR) and NDRF operations in more than 14 states and five tribal communities. Her most recent experiences focused on philanthropic engagement strategies and new partnership development opportunities. She serves on the advisory board for the Center for Disaster Philanthropy and is a member of the Federal Philanthropic Liaisons group at the Council on Foundations.

# **Relevant Project Experience**

# Voluntary Agency Liaison / Program Specialist | Federal Emergency Management Agency

 Responsible for establishing and maintaining relationships with internal and external stakeholders including voluntary, faith-based, state, and federal agencies and the private sector to provide a forum for a federal interagency coordination.

# Denise Morgan Gilliam

# Recovery Planner



- Served as the LTCR Branch Chief or Executive Officer on seven disasters with a focus on Whole Community Recovery in disaster
  impacted states and tribes for redevelopment and recovery support.
- Provided guidance and tools for Community Planning and Capacity Building for the RSF to implement the NDRF, including new
  methods to approach and analyze the effectiveness of community recovery operations.
- Mentored and provided continued technical support to LTCR cadre teams on multiple operations that included resolving problems
  and management techniques to solve staffing and budgetary issues.
- Analyzed and identified the federal, state, local, and nonprofit agencies' recovery capacities and shortfalls in support of the
  operational requirements to ensure that the mission, goals, and timelines are met.
- Served as a member of the Gulf Coast Economic Assessment Team on the Deepwater Horizon oil spill a disaster not declared
  under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act).
- Provided updates to partners and the LTCR cadre on training, legislative changes, budgetary issues, and federal, state, tribal, territorial, and local actions that could impact policy, programs, mission, or goals of recovery. Developed training for the LTCR cadre.
- Managed and supported over 400 IA Reservists, including voluntary liaisons.
- Developed tools and partnerships to support Presidential Directive 8 (PPD8) to support the resiliency and preparedness capabilities to integrate whole community perspectives.
- Identified key stakeholders for Community Panning and Capacity Building and established Memorandums of Agreements (MOAs) to establish guidance of how partners will work together before and after disasters.

### Voluntary Agency Liaison Group | Federal Emergency Management Agency

- Compiled a resource directory database to support the voluntary agencies and their long-term recovery strategies and efforts.
- Responsible for the organization and support of long-term recovery committees in heavily impacted counties.
- Facilitated the donations aspect of the Diversity Outreach Program with both the receipt and disbursement of donations to and from voluntary agencies.
- Managed staff at several recovery offices and coordinated interagency meetings with federal, state, local, non-profit, private sector, voluntary, and faith-based organizations to meet unmet needs of disaster survivors.
- Guided and mentored staff to understand recovery development strategies for long-term recovery committees that support an applicant's disaster recovery plan and identified unmet needs.

## Applicant Assistant Representative / Voluntary Agency Liaison Specialist | Federal Emergency Management Agency

- Identified housing resources for families displaced by the wildfires (DR-4240).
- Utilized the components of the FEMA IA Program by successfully completing pre-placement interviews for hundreds of applicants.
- Assisted applicants to comply with re-certification requirements of the mobile home/travel trailer program.
- Coordinated with staff of various FEMA functions on special projects.

# Denise Morgan Gilliam

# Recovery Planner



#### Volunteer | American Red Cross

- Attained the position of Officer, In-Kind Donations, Community Relations, and Voluntary Agency Liaison within the Disaster Services
  Human Resources (DSHR) system.
- Tracked and coordinated donations valued at over \$27 million received during the September 11, 2001 New York terrorist incident response.
- Served as a member of the ARC Volunteer Partner Task Force.
- National Instructor for the American Red Cross In-Kind Donations Management course.

# **Employment History**

Federal Emergency Management Agency, Voluntary Agency Liaison, Program Specialist, 2003 – Present

American Red Cross, Volunteer, 1996 – 2004

## Recovery Subject Matter Expert



#### Education

- Master of Public Administration (MPA), the Maxwell School, Syracuse University
- Bachelor of Arts in English/History,
   Williams College

#### Relevant Highlights

- 15 years of public sector management consulting experience
- Active in disaster response/recovery and emergency management since 9/11
- Led Hagerty's Individual Assistance, Public Assistance, Hazard Mitigation, and Long-Term Recovery contracts
- Led the evaluation of the Disaster Housing Assistance Program following Hurricanes Katrina and Rita
- Prepared a post-disaster regional interim housing plan for the San Francisco Bay Area, and facilitated two (2) plan validation workshops
- Designed an emergency response plan for ten-county San Francisco Bay Area that included over 100 jurisdictions
- Provided strategy and process consulting services to a variety of public sector clients including HUD, DHS, the State of California, the Chicago Housing Authority
- Experience working with some of the country's top consulting and engineering firms, including PwC, IBM, and URS Corporation.

### **Professional Bio**

Mr. Garrett Ingoglia has more than 20 years of professional experience, including sixteen years' experience in disaster preparedness, response, and recovery. Mr. Ingoglia has significant experience in disaster housing policy, strategy, and operations. He developed a post-disaster housing plan for the San Francisco Bay Area, supported the Federal Emergency Management Agency (FEMA)'s disaster housing operations following the 2004 Florida hurricanes, conducted evaluations of FEMA and the United States (US) Department of Housing and Urban Development (HUD) disaster housing operations, and led projects for FEMA to identify alternatives to traditional post- disaster housing solutions.

Over the past sixteen years, Mr. Ingoglia has contributed to each of the nation's largest disaster response and recovery efforts. Following the World Trade Center attack, Mr. Ingoglia helped develop and implement streamlined processes to speed the delivery of disaster assistance funds to the City of New York. He provided strategy and process improvement support to FEMA disaster housing operations following the 2004-2005 Florida hurricanes, which provided more than 15,000 direct housing units to displaced families. As Special Assistant to the FEMA Infrastructure Branch Chief, Mr. Ingoglia helped stand up the Infrastructure Branch and initiate the Public Assistance (PA) program following Hurricane Katrina.

Prior to his work at AmeriCares and then Hagerty, Mr. Ingoglia worked at URS Corporation, IBM, and PriceWaterhouseCoopers (PwC), where he led consulting engagements for a variety of clients, including HUD, US Immigration and Customs Enforcement (ICE), the Chicago Housing Authority, and the State of California.

# Relevant Project Experience

Project Executive and Subject Matter Expert| New York City Sand Recovery.

- Provide strategic advice to the Deputy Budget Director of New York City related to the \$13 Billion Sandy recovery effort.
- Establish project performance metrics and lead the development of disaster cost recovery plans and preparedness activities.

### Vice President | Emergency Programs | AmeriCares

- Lead disaster risk reduction, response, and recovery programs for a leading nongovernmental organization (NGO), the largest supplier of gift-in-kind medicines and medical supplies in the world.
- Led the organization's multi-million-dollar responses to Hurricane Sandy, Typhoon Haiyan, the West Africa Ebola Epidemic, the 2015 Nepal Earthquake, and Hurricanes Matthew, Harvey, Irma, and Maria.

# Recovery Subject Matter Expert



- Led the establishment of four new country offices, more than doubling the number of field offices in the AmeriCares portfolio.
   Launched AmeriCares disaster preparedness and risk reduction program, a community health center preparedness project in the US, community disaster risk reduction projects in El Salvador, and Myanmar, and a health system preparedness program in Leyte, Philippines.
- Conceptualized and launched a global emergency response capacity building project which resulted in a roster of 150 trained emergency response professionals, emergency coordinators in three field offices, and a standardized training program for all responders.
- Initially brought on as a consultant to design and launch the organization's global supplies prepositioning program, was soon hired
  as Director of Emergency Response, then promoted to Vice President, Emergency Programs.

### Lead Planner | Bay Area UASI Regional Interim Housing Plan | Hagerty Consulting, Inc.

 Provided planning and facilitation services to the Bay Area UASI, including development of the Regional Interim Housing Plan, support and guidance to Operational Area planners in the development of local plans, and design and facilitation of two plan validation workshops to finalize the Regional Plan.

### Project Manager | Public Assistance Technical Assistance Contract | Hagerty Consulting, Inc.

 Managed Hagerty's work on the PA Technical Assistance Contract and special projects for the FEMA PA program, including the Debris Cost Reasonableness Study and the FEMA Quality Assurance and Quality Control program.

## Project Director | FEMA Individual Assistance (IA) Program Technical Assistance | Hagerty Consulting, Inc.

- Directed Hagerty's portfolio of projects supporting FEMA's Individual Assistance program, including the Joint Housing Solutions
   Group project, the Disaster After-Action Reporting and Technical Services project, and the FEMA IA Technical Assistance Contract.
- Served as a key team member on the Disaster Assistance Directorate Contingency Planning Project. On this project, Mr. Ingoglia
  helps develop workarounds for FEMA to implement its recovery programs following a Chemical, Biological, Radiological, Nuclear,
  or Cyber event.

## Project Manager | FEMA Gulf Coast Recovery Office Housing Action Plan Support Project | Hagerty Consulting, Inc.

• Managed the FEMA Gulf Coast Recovery Office (GCRO) Housing Action Plan support project. The project was aimed to improve the effectiveness of FEMA's efforts to transition Katrina and Rita victims out of direct housing (travel trailers) and into more permanent housing options. Mr. Ingoglia led a 15-person project team that includes subject matter experts, consultants, and analysts. Mr. Ingoglia coordinated with the Director of the Gulf Coast Recovery Office and the Directors of the Transitional Recovery Offices (TRO) in LA, MS, TX, and AL to assess current operations and develop and implement recommendations for improvement. The project team completed assessments of operations in four TROs and developed recommendations for all four states and the GCRO coordinating office that were presented to GRCO leadership.

### Subject Matter Expert | Post-Katrina Disaster Housing Voucher Programs | Hagerty Consulting, Inc.

 Conducted an assessment of HUD's post-Katrina disaster housing voucher programs. Conducted interviews with officials from HUD, FEMA, and four public housing authorities to identify implementation issues and lessons learned. Provided recommendations to improve the design and delivery of disaster housing programs in future events.

# Recovery Subject Matter Expert



### Subject Matter Expert | City of Philadelphia PA Program Training | Hagerty Consulting, Inc.

 Developed training for the City of Philadelphia on the FEMA PA program. The focus of the two-day training was to prepare budget, finance, and procurement staff to request and obtain funding efficiently after a disaster.

### Project Manager | Bay Area UASI | URS Emergency Planning Group

- As a Senior Analyst in URS' Emergency Planning group, Mr. Ingoglia led teams, facilitated meetings with clients, and conducted complex analysis and planning.
- Worked with the Bay Area Chemical Biological, Radiological, Nuclear, and Explosives (CBRNE) Working Group to develop credible CBRNE scenarios and, based on these scenarios, establish benchmarks for law enforcement, fire and rescue, emergency medical services (EMS), and public works response to CBRNE events. These benchmarks will be instrumental in developing a gap analysis and strategic plan to improve CBRNE response capability in the Bay Area.
- Served as lead planner for the development of the Bay Area Regional Emergency Coordination Plan, which provides a blueprint for
  inter-agency and inter-jurisdictional coordination in response to an emergency event in the Bay Area. Assessed existing plans,
  requirements and guidelines; identified gaps; and facilitated stakeholder meetings to resolve policy and process issues.
- Worked with the emergency management leads of cities and counties in the Bay Area to develop a strategic spending plan for Homeland Security grant funds. Facilitated stakeholder meetings, developed framework for prioritizing needs, estimated costs of initiatives, and helped develop an overall strategy for maximizing UASI funding. The effort resulted in \$28 million in UASI grants for the San Francisco Bay Area.
- Reviewed and developed draft responses to appeals of FEMA PA grant determinations. Interpreted the Stafford Act, 44 Code of Federal Regulations, and FEMA policy guidance to recommend if FEMA Region IX should approve or deny appeals made by applicants for FEMA PA funding.

### Senior Consultant | IBM Business Consulting Services (formerly PwC Consulting)

- Served as a team leader, project manager, and analyst on projects for public sector clients.
- Coordinated response/recovery operations to Hurricanes Katrina and Rita. Developed a Joint Field Office staffing plan, responded to Congressional inquiries, and served as interim Chief of Staff for the Infrastructure Branch.
- Worked with the FEMA Federal Recovery Officer to expedite the delivery of housing assistance to victims of Hurricanes Charley,
   Frances, Ivan, and Jeanne. Led a team that developed a web-enabled database to track all phases of direct housing delivery.
- Served as a PA Coordinator and Project Specialist on multiple disasters, including the World Trade Center and California winter storms.

# Recovery Subject Matter Expert



# **Employment History**

Hagerty Consulting, Inc., Vice President, 2017-Present

AmeriCares, Vice President, 2012-2017

Hagerty Consulting, Inc., Vice President, 2008-2012

Hagerty Consulting, Inc., Independent Consultant, 2007-2008

URS, Senior Analyst, 2005-2007

IBM Business Consulting Services (formerly PwC Consulting), Senior Consultant, 2000-2005

Center for Policy Research, Syracuse University, Research Associate, 1999