

Federal Emergency Management Agency (FEMA) Approved State Hazard Mitigation Plan

State of Nebraska Department of Administrative Services

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Prepared By
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HAGERTY

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1. Corporate Overview

Hagerty Consulting, Inc. (Hagerty) is an emergency management and homeland security consulting firm dedicated to creating disaster resilient communities by helping our clients choose the best way forward in times of change, uncertainty, or crisis. Shortly after Hagerty was founded, we were asked to support New York City (NYC) to recover from the terrorist attacks of September 11, 2001. Since then, Hagerty has supported disaster recovery operations following every major disaster in the United States (US). As Hagerty has grown, so have our service offerings and capabilities, including helping communities and jurisdictions better plan for, respond to, and mitigate against the impacts of disasters. Since our incorporation in 2002, Hagerty has grown to be a team of 125 full-time professionals and a cadre of more than 1,000 independent consultants who work to support emergency management and homeland security projects nationwide. **Hagerty has an experienced, dedicated team with a blend of skills in facilitation, program management, and hazard mitigation to support the State of Nebraska (the State) in the development of a FEMA approved State Hazard Mitigation Plan. Our comprehensive capability will ensure that Hagerty is able to meet the State's goals for this project as well as the associated contractual and grant requirements.**

Hagerty's Team understands both hazard mitigation planning and post-disaster mitigation.

Recently we completed work with Saratoga County in New York to update their hazard mitigation plan (HMP). Leveraging our prior HMP experience and intimate knowledge of the State of New York, we identified and assessed the risks and vulnerabilities of each of the 30 communities and the county. Hagerty leveraged a variety of virtual data collection techniques, in-person, and virtual meetings to collect feedback from stakeholders and advance the planning process. Hagerty engaged New York State and Federal Emergency Management Agency (FEMA) Region II throughout the plan update process and anticipates a quick and seamless review and approval process.

Our success in post-disaster mitigation is extensive. In one recent example, our professionals developed a detailed scope of work, cost estimate, hazard mitigation proposal, Benefit-Cost Analysis (BCA), and additional support and justification to include mitigation on an important client initiative when the engineer of record (a leading international design, consulting, engineering, and management services company) was denied the same request by FEMA and unable to advocate for our client. This resulted in an additional \$8 million in recovery funding targeted at increasing the resilience of our client's shoreline.

1.A BIDDER IDENTIFICATION AND INFORMATION

Company Name	Hagerty Consulting, Inc.
Address	1618 Orrington Avenue, Suite 201, Evanston, IL 60201
Entity Organization	S-Corporation
State of Incorporation	Illinois
Year of Incorporation	2002
History of Name Change	N/A

1.B FINANCIAL STATEMENTS

Copies of Hagerty's financial statements have been provided as an attachment in the required forms section at the end of our response. Our financial statements are provided under confidential cover and should not be shared outside of the scope of this solicitation and evaluation. Hagerty has no litigation, pending or otherwise, or financial reversals to report at this time.

1.C CHANGE OF OWNERSHIP

No change in ownership or control of Hagerty Consulting, Inc. is anticipated or pending within the next 12 months.

1.D OFFICE LOCATION

Hagerty is headquartered out of our Evanston, Illinois office and will conduct all operational and administrative work from that location.

1.E RELATIONSHIPS WITH THE STATE

Hagerty is actively engaged with the State on several contracts directly addressing recovery from 2019 statewide flooding. These contracts are identified below.

Contract Name	Nebraska Emergency Management Agency Mitigation Services Contract
Contract Number	N/A; Emergency Procurement
Contract Duration	1/8/2020 – 7/7/2020
Description	To provide mitigation program support in alignment with FEMA's programs under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act)

Contract Name	Nebraska Emergency Management Agency Services Contract for Public Assistance
Contract Number	N/A; Emergency Procurement
Contract Duration	1/6/2020 – 7/7/2020
Description	To provide Public Assistance (PA) Program support in alignment with the Stafford Act.

Contract Name	State of Nebraska, Long-Term Recovery Assistance
Contract Number	87744 O4
Contract Duration	9/9/2019 – 9/8/2020
Description	Supply and deliver Long-Term Recovery Assistance to the State of Nebraska

1.F BIDDER'S EMPLOYEE RELATIONS TO STATE

No proposed Hagerty project staff have been employed by the State of Nebraska in the past 60 months

1.G CONTRACT PERFORMANCE

Hagerty, and our proposed subcontractor Risk Management Solutions, Inc. (RMS), have not defaulted on any contracts, or had a contract terminated for convenience, non-performance, non-allocation of funds, or for any other reason within the past five years.

1.H SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

Collectively, the Hagerty Team offers the State more than 74 years of nationwide experience developing and reviewing hazard mitigation plans (HMPs) in alignment with state and federal guidance. Members of our Team have also developed federal guides and best practice documents that support national, state, and local planning. Our Team members work across the full cycle of emergency management, including recovery operations. **This holistic experience allows the Hagerty Team to build innovative, useful, and practical plans that meet federal requirements while also providing actionable mitigation strategies and tactics that can be implemented with available recovery funding.** We offer deep subject matter expertise and effective planning focused on actionable mitigation strategies that balances the need to engage large groups of stakeholders from multiple disciplines, agencies, and organizations to build a robust plan.


The following presents a sample of our experience, as it aligns to the needs of the State.

Hazard Mitigation Planning Experience Summary

	Successful track record of coordinating complicated planning processes:	Demonstrated success at meeting project deadlines while working under short timeframes:	Ability to clearly and efficiently communicate with the client:	Experience working with a wide range of stakeholders and demonstrated ability to facilitate and coordinate these groups:	Ability to plan and conduct analysis of natural hazards:
North Dakota, Enhanced Multi-Hazard Mitigation Plan	✓	✓	✓	✓	✓
Rhode Island Statewide Hazard Mitigation Planning and Risk Assessment	✓	✓	✓	✓	✓
Alabama State Hazard Mitigation Plan Update	✓	✓	✓	✓	✓

	Successful track record of coordinating complicated planning processes:	Demonstrated success at meeting project deadlines while working under short timeframes:	Ability to clearly and efficiently communicate with the client:	Experience working with a wide range of stakeholders and demonstrated ability to facilitate and coordinate these groups:	Ability to plan and conduct analysis of natural hazards:
Saratoga County, New York Hazard Mitigation Plan Update	✓		✓	✓	✓
Metropolitan Transit Authority (METRO) of Harris County Pre- and Post-Disaster Support	✓		✓	✓	✓
NYC Hurricane Sandy Recovery and Mitigation Services	✓	✓	✓	✓	✓

North Dakota Department of Emergency Services, Enhanced Multi-Hazard Mitigation Plan

Point of Contact: Kalhleen Donahue, Planning Officer		
Phone: 701-328-8113	Email: kdonahue@nd.gov	
Time Period of Project: 2/5/2018 – 3/1/2019	Scheduled Completion Date: 3/2019	
Prime/Sub: Prime	Actual Completion Date: 3/2019	

The State of North Dakota awarded a contract to Hagerty to develop a FEMA-approved Enhanced State Multi-Hazard Mitigation Plan Update. Hagerty utilized a planning process that integrated industry best practices with the FEMA approved enhanced state hazard mitigation planning requirements. This created an actionable plan which will reduce the impact of natural hazards on the health, safety, and economic interests of residents. The Enhanced status also provides the State an opportunity to gain increased funding from the federal government. Moreover, this planning process was innovative as it aligned with the FEMA Threat and Hazard Identification and Risk Assessment (THIRA) process that the State was going through, thus increasing efficiency and reducing burn-out from those involved.

The planning process involved an analysis of the situation in the State. This analysis included the history of hazards in the State, a description of the State history, demographics, and culture, information on State assets and critical infrastructure, and descriptions of current and future land use. Hagerty utilized Geographic Information Systems (GIS) to develop maps to illustrate elements of this assessment. This analysis was

recorded in the plan and was utilized by the Planning Team for consideration in the risk assessment and mitigation strategies.

As part of our planning process, the team completed a comprehensive risk assessment of hazards and threats impacting the State, as well as a capability assessment to understand the State's ability to implement and manage mitigation efforts. This allows the Planning Team, the State, and other State agencies to understand where strengths and areas for improvement lie for mitigation of threats and hazards in the plan update process.

Hagerty's Hazard Mitigation Team both drew on their expertise with mitigation projects and programs and coordinated with stakeholders to develop a comprehensive and actionable mitigation strategy for the State of North Dakota. The mitigation strategy development involved a review and update of mitigation goals and objectives, the mitigation action plan, mitigation implementation system, and outlining a planning process for plan maintenance.

Rhode Island Emergency Management Agency State-wide Hazard Mitigation Planning and Hazard Identification and Risk Assessment

Point of Contact: Samantha Richer, Planning Branch Chief

Phone: 401-462-7532

Email: samantha.richer@ema.ri.gov

Time Period of Project:

Hagerty's work was executed over several contracts. The following provides the period of performance associated with each:

1 – October 12, 2012 to March 31, 2014

2 – April 6 to October 31, 2016

3 – June 1, 2018 to April 30, 2019

Prime/Sub: Prime

Scheduled Completion Date:

1 – March 31, 2014

2 – October 31, 2016

3 – April 30, 2019

Actual Completion Date:

1 – March 31, 2014

2 – October 31, 2016

3 – April 30, 2019



Under multiple contracts, Hagerty's professionals have supported the Rhode Island Emergency Management Agency (RIEMA) to execute tasks related to threat assessments, hazard vulnerability assessments, Hazard Identification and Risk Assessments (HIRAs), and critical infrastructure. Hagerty was engaged by the State to support development of their first THIRA, incorporating hazard and threat data, resulting in a comprehensive analysis of capabilities, capability gaps, and recommendations to address identified capabilities. Hagerty integrated this initiative as well as additional HIRA analysis and mitigation strategy development into the state's HMP update in 2014.

More recently, Hagerty's professionals supported the State of Rhode Island in the update of its HIRA and development of the Consequence Analysis (CA) during the Emergency Management Accreditation Program (EMAP) accreditation process, which will be incorporated into the next update of the state's plan. Specifically, Hagerty assisted RIEMA in identifying and classifying hazards, updated the natural hazards narrative and data, developed complete hazard profiles for identified manmade and technological hazards, and crafted a comprehensive CA for all of the identified hazards. The resulting HIRA/CA is compliant with the standards outlined in the EMAP, for which the state received accreditation in 2017.

Alabama Emergency Management Agency State Hazard Mitigation Plan Update

Point of Contact: Robert Baylis, Recovery Plans Section Chief	
Phone: 205-280-2453	Email: robert.baylis@ema.alabama.gov
Time Period of Project: 10/10/2017 – 01/01/2019	Scheduled Completion Date: 1/2019
Prime/Sub: Prime	Actual Completion Date: 1/2019



The State of Alabama awarded a contract to Hagerty to provide a FEMA-approved State Standard Hazard Mitigation Plan Update. Hagerty supported the Alabama Emergency Management Agency (AEMA) with update by leading the hazard mitigation planning process which maintained compliance with Section 322 of the Stafford Act, enacted under the Disaster Mitigation Act of 2000 (DMA of 2000) and integrated with industry best practices. Hagerty's approach to the plan update focused on supporting innovative and achievable mitigation strategies for the State to protect the health, safety, and economic interests of residence. These strategies were supported by analysis of risk and vulnerability (including the use of Hazus software) and analysis of State capabilities for undertaking and achieving mitigation measures.

Hagerty coordinated with FEMA, State agency and department stakeholders and the public in order to enhance regional coordination and develop an actionable and effective plan. Hagerty worked with AEMA as a core stakeholder and utilized the agency to coordinate meetings and seek stakeholder feedback on the plan. Hagerty assisted the State of Alabama in compiling the appropriate documentation, incorporated feedback, and developed the final draft of the plan update. This final document included each of the required components, as outlined by 44 CFR 201.6 and was approved pending adoption by FEMA, with no comments returned, on September 6, 2018.

Subcontractor Project Experience: RMS

In addition to Hagerty's past performance, our subcontractor RMS has extensive experience in mitigation and resilience programs. The following provides an overview of their past performance.

U.S. Department of Homeland Security: Optimizing Resilience Investments in Critical Infrastructure

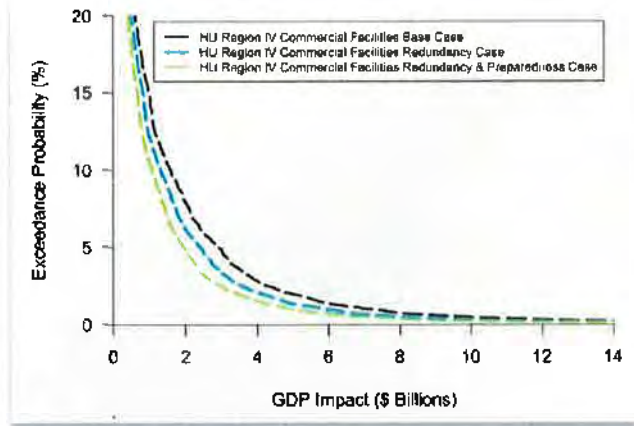
Point of Contact: Jay Robinson, Technology Development and Deployment Programs Manager	
Phone: 202-740-8728	Email: jay.robinson@hq.dhs.gov
Time Period of Project: 12/2017 – 5/2018	Scheduled Completion Date: 5/2018
Prime/Sub: RMS Prime	Actual Completion Date: 5/2018



DHS approached RMS to assist with two related issues. Their first concern is that a significant amount of money is invested addressing the impacts of shocks and stresses to specific infrastructural assets which turn out to yield an insufficient 'resilience rate of return' – either because the impact is immaterial or because the viable interventions do not generate sufficient resilience benefits. Secondly, the process by which infrastructure assets are chosen for investment is too subjective. DHS presented RMS with a strategic challenge: namely, to develop a more analytical approach which would objectively sort opportunities with the

potential for a high resilience rate of return from those which, despite subjective recommendations to the contrary, would yield insufficient resilience benefits.

RMS began by shaping a shared understanding of the metrics that would best help the Department's leadership make good choices in various decision-contexts. These metrics needed to consider all possible combinations of shocks, stresses, infrastructure types and US locations. The requisite metrics also varied depending on the investment decisions being made. In some instances, regional economic impact might be a primary consideration. In other contexts, the number of people displaced, the extent of the health implications, the duration of the service downtime or the cascading impacts to food security might be of concern. Using its catalog of probabilistic models and its library of exposure data, RMS developed a top-down analytical toolkit which allows the US federal government to evaluate any in-bound requests for investment in critical infrastructure it might receive from cities. The toolkit also empowers DHS staffers to understand which infrastructure assets undermine the nation's resilience the most and compare in quantitative terms where the resilience opportunities are the greatest.



Through the work RMS completed, the government can now contextualize individual clusters of infrastructure against national levels of resilience, ranking resilience opportunities and prioritizing investments with local and regional assets owners. In six months, RMS delivered technical frameworks the government had been trying to design since 1999. DHS now has the modelling capability to quickly quantify a) the benefit of implementing specified resilience measures, b) how to respond most effectively to shocks so that communities and economies bounce back more quickly and c) reduce the risk to life, livelihood and shelter.

**New York Metropolitan Transportation Authority:
Motivating Finance for Resilient Urban Transit in New York**

Point of Contact: Nora Ostrovskaya, Strategic Initiatives Director		
Phone: 646-660-1123	Email: nostrovs@mtahq.org	
Time Period of Project: 2/2017 – 6/2017	Scheduled Completion Date: 6/2018	
Prime/Sub: RMS Prime	Actual Completion Date: 6/2018	

In 2012 Hurricane Sandy made landfall in New Jersey as a post-tropical cyclone with hurricane-force winds. The storm remains the second costliest in US history, with much of the damage coming from the accompanying surge. The New York Metropolitan Transport Authority (MTA) is responsible for public transportation in the state of New York, carrying over 11 million passengers on an average weekday. The MTA had not anticipated Sandy, and suffered approximately \$5 billion of flood losses from the event. Following Superstorm Sandy, the MTA wanted to better understand its risk and protect itself from similar events in the future.

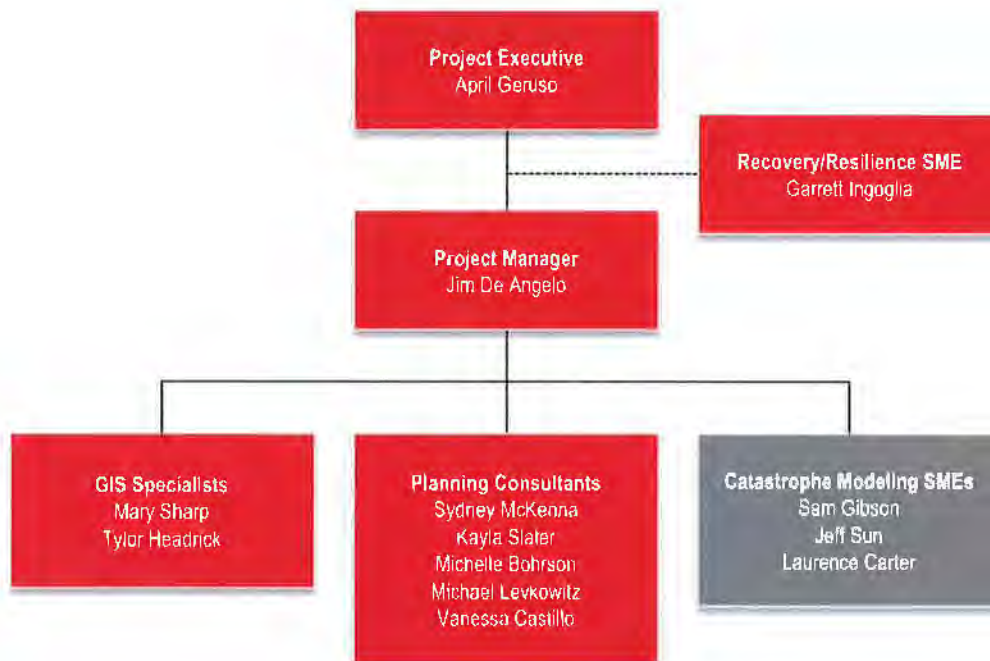
RMS worked with the MTA to fully understand its exposure to hurricane-driven flooding. RMS then used its full-lifecycle, hydrodynamic storm surge model to probabilistically quantify MTA's exposure. This provided the MTA with a deeper understanding of the New York transportation system's resilience. These analytics also allowed RMS to design an innovative parametric bond. Based on measured surge heights at tidal gauges in the New York metropolitan area, financing could be geared to MTA's risk appetite.

RMS found that investor appetite was strong, with the bond upsizing by 60 percent and pricing below guidance. The bond provides MTA with \$200 million of protection. The award-winning parametric design ensures swift settlement, allowing the MTA and New York to rapidly recover should another large surge event affect the area. The MTA was so pleased with this three-year bond that it issued another in 2017, this time securitizing not just the impacts of flooding but also those of earthquake in the New York metropolitan area.



1.1 SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

Hagerty's staffing approach is designed to be agile and responsive to the direct needs of the State. It presents a Team of senior professionals with extensive experience and knowledge of hazard mitigation and risk assessment, combined with skillful meeting facilitation and planning expertise. Our project team has direct experience with both FEMA Region VII and the State. The following organizational chart represents our proposed structure, with supplemental information regarding each team member presented in this section.



April Geruso, Project Executive, is the Director of Resilience for Hagerty Consulting, and brings 14 years of experience as an emergency manager and community planner, specializing in the coordination, analysis, and planning of stakeholder operations at all levels of government, community members 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 has led all of Hagerty's resilience, mitigation, and recovery planning efforts including mitigation plans for the State of Alabama, North Dakota, and Rhode Island among others, and pre-disaster recovery plans for Panama City, Florida, coastal communities in the State of Georgia, California, and the Portland metro Region, NYC, and coastal communities in the State of Georgia. She has also managed Hagerty's services providing pre/post disaster administration and management to the METRO of Harris County, TX, and the City of Panama City, FL. Currently, Ms. Geruso serves as the Project Executive for the Nebraska Long-Term Recovery and Resilience Plan.

Jim DeAngelo, Project Manager, is a Hazard Mitigation Project Manager who has 22 years of experience in all aspects of Hazard Mitigation, disaster response, and FEMA floodplain management and mapping. Mr. DeAngelo has managed hazard mitigation plans throughout the country including tribal, multi-jurisdictional and county wide plans. Recently Jim completed a deployment with California State Office of Emergency Management where he assisted statewide in identifying mitigation projects, reviewing Hazard Mitigation Grant

Program (HMGP) applications and serving as a technical resource for multijurisdictional mitigation plans in disaster impacted communities. Jim has successfully managed water resource mitigation and planning projects for FEMA, the US Army Corps of Engineers (USACE), and various state local and tribal agencies. His experience with Hagerty includes participating in the Rhode Island and North Dakotas State Hazard Mitigation Plans and leading the Saratoga County Hazard Mitigation plan. Mr. DeAngelo has also served as Project Manager on the New Mexico Department of Homeland Security and Emergency Management (NMDHSEM) PA and Hazard mitigation, FEMA Risk Assessment and Planning, and the Albuquerque Metropolitan Arroyo Flood Control Authority (AMFCA) Telemetry Feasibility and Design Projects. He has also assisted in response and recovery in NYC and Coastal New Jersey, leading inspection and construction teams throughout the region. In addition, Mr. DeAngelo has served on the board of the Association of State Floodplain Managers (ASFPM), He has developed and delivered technical training seminars for federal, state, and tribal entities and has served on various flood mitigation and stream protection committees throughout the nation.

Garrett Ingoglia, Recovery/Resilience Subject Matter Expert, has more than 20 years of professional experience, including sixteen years' experience in disaster preparedness, response, mitigation, and recovery. 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 PA program following Hurricane Katrina. Mr. Ingoglia is Project Executive and Policy Advisor to the City of New York's \$15 billion recovery and mitigation efforts and serves as a project advisor and subject matter expert supporting the state of Nebraska's long-term recovery and resilience planning.

Sydney Mckenna, Planning Consultant, is an emergency management consultant with over six years of diverse client-facing experience with federal, state and local entities. She has served as a Project Manager, deputy project manager, lead author, and GIS mapping specialist for several local HMP updates, including, most recently, the update of the Saratoga County, New York Multi-Jurisdictional HMP. She has also led the updates of several state HMPs, including working with the State of North Dakota to achieve their first Enhanced HMP. As a Certified Floodplain Manager (CFM), she has in-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. These projects helped her develop a deep understanding of ArcGIS and ways to leverage the software to perform detailed risk assessments and mapping for HMPs and beyond.

Kayla Slater, Planning Consultant, is a planner and training and exercise developer with formal training and real-world experience supporting projects that increase communities' resilience to hazards and physical and social vulnerabilities. Ms. Slater has led and supported projects that required the education of stakeholders in complex topics while also performing fact-finding, consensus-building, and validation activities to successfully complete the projects' scopes of work. At times, this requires close collaboration with subject matter experts to identify best practices and approaches, then distilling their complex thoughts into easily digested information for less engrossed practitioners. Ms. Slater is dedicated to increasing community resilience, whether it is achieved through training and exercising, planning, or recovery. This commitment to resilience

is the common thread that connects all of her work at Hagerty, across her two primary areas of expertise: pre-disaster recovery and cyber disruption planning. Ms. Slater's work in resilience-building includes developing pre-disaster cost recovery plans and supporting training activities; engaging with community stakeholders to develop resilient recovery and redevelopment plans before and after disasters; engaging stakeholders to collaboratively design and implement cyber disruption response strategies and frameworks; and designing training, guidance, and plans to support operational capacity-building. Ms. Slater is currently leading the team supporting the state of Nebraska's long-term recovery planning effort.

Michelle Bohrson, Planning Consultant, is an emergency management professional with extensive hazard mitigation experience. Recently, she worked in H2O Partners Inc.'s hazard mitigation planning department to help edit HMPs prior to FEMA review. During the span of this project, she went through newly completed plans to map the plan contents to FEMA criteria and check for compliance, expediting plan approval. Due to this experience, she has a deep understanding of planning and how mitigation planning is influential during the recovery phase to help guide successful recovery. She recently supported hazard mitigation planning for a major transportation authority in Texas following the 2017 hurricane season. In addition, she recently worked with the states of North Dakota and Alabama to support state HMPs.

Michael Levkowitz, Planning Consultant, has served in a variety of roles supporting local, state, tribal, and federal government agencies with hazard mitigation, risk communication, and emergency preparedness. Mr. Levkowitz has five years of experience in this field, including experience in large-scale program management focused on multi-hazard mitigation, risk communication, and coastal resilience. His previous experiences are focused on mitigation hazard risk and building resilience at the state and local levels. With Hagerty, Mr. Levkowitz serves as a thought leader on incorporating mitigation and resilience into preparedness programs for clients across the US. He is a skilled facilitator with experience building partnerships and fostering collaboration amongst diverse stakeholders across different levels of governance to build stronger and more resilient communities. Mr. Levkowitz is currently supporting the long-term recovery and resilience planning effort in the state of Nebraska.

Vanessa Castillo, Planning Consultant, is a mitigation and planning professional with experience in the implementation of the FEMA mitigation programs, environmental and historic preservation reviews, BCA methodology, and Housing and Urban Development (HUD) grant programs. As a mitigation specialist for the State of Colorado, Ms. Castillo contributed her expertise to the successful implementation of more than \$65 million in HMGP for Colorado's largest disaster, DR-4145. She has experience developing mitigation funding strategies and program prioritization for the Pre-Disaster Mitigation program, including projects for flood reduction, wildfire mitigation, and residential property acquisition. With the State of Florida, Ms. Castillo provided technical assistance to state and local entities on the improvement of mitigation plans and strategies. She is currently working with the Nebraska Emergency Management Agency to develop effective funding and mitigation prioritization strategies for the implementation of the HMP.

Mary Sharp, CFM, GIS Specialist, is a certified floodplain manager and advanced GIS analyst experienced in emergency management (response and recovery), HAZUS 2 analyses, hazard mitigation (404, 406, and plan writing), all-hazards risk assessment and analysis, long-term mitigation and recovery support, Global Positioning Systems (GPS) used to accurately locate buildings, infrastructure, or other items in real-space environments, data collection, and information technology (IT)/database management.

Tylor Headrick, GIS Specialist, is an emergency management professional who has coordinated numerous preparedness projects across the US, and has become a specialist in helping communities prepare for disasters in pre- and post-disaster recovery planning. He is a Certified Emergency Manager (CEM) with a specific expertise in GIS and their applications in disaster recovery planning. Mr. Headrick has used this expertise in extensive planning services to coordinate emergency preparedness activities for clients nationwide. He is adept at embedding within a client and working with multiple stakeholders to achieve preparedness planning goals and operationally exercise the finished products. At his previous employer, the Santa Barbara County Office of Emergency Management, he assisted them in their County Hazard Mitigation Plan Update, their Mass Notification System, their Emergency Management Platform, and chaired the county GIS group to help them become more prepared in the face of disaster response and recovery.

Sam Gibson, Catastrophe Modeling SME, is co-head of RMS' Capital and Resilience Solutions. As Director, Mr. Gibson oversees the analytics and risk modeling work that is produced to help bring insurance-linked securities to market, including the innovative three-trigger parametric bond PennUnion Re, and the worker's compensation bond Golden State Re II, which used a modeled loss trigger based on ShakeMap ground motion data from the USGS. Mr. Gibson has vast experience implementing the various RMS models into risk transfer products.

Jeff Sun, Catastrophe Modeling Analyst, is a senior analyst with four years of experience working on a broad range of projects aimed at helping both public and private entities assess and manage their exposure to catastrophe risks across the globe. In particular, he works closely with insurance-linked securities market participants and risk managers to deliver real-time analytics and create custom solutions to meet clients' strategic goals. This includes supporting the successful issuance of the Riverfront 2017 CAT bond, the Trading Risk Awards 2018 Non-Life Transaction of the year.

Laurence Carter, Catastrophe Modeler, is a senior consultant with particular experience working with clients to create custom solutions to meet strategic goals. This includes developing a model for the Natural Capital Finance Alliance to enable financial institutions to stress-test their lending portfolios against drought scenarios events, working with the UK Department for International Development (DFID) to provide quantitative evidence of the potential scale of natural disasters that could be covered by insurance and leading the analytics for the Riverfront 2017 CAT bond issuance, the Trading Risk Awards 2018 Non-Life Transaction of the year.

RESUMES

Education

- Master of Science, Community and Regional Planning, University of Texas at Austin
- Bachelor of Arts, Interdisciplinary Studies, Virginia Tech University

Relevant Highlights

- Oversees Preparedness Division's Resilience work, including recovery planning, resilience planning, and mitigation planning
- Subject matter expert for FEMA on a number of areas, including recovery and resilience-related topics
- Oversaw three month interim housing mission for gas explosion in Merrimack Valley, MA for 1,000 impacted community members
- Coordinated over 75 hours of public meetings in Panama City to solicit whole community feedback in planning process.
- Coordinated oversight and implementation of all Philadelphia emergency plans, including the City's Hazard Mitigation Plan

Professional Bio

Ms. April Geruso brings over 13 years of experience as a program and project manager. She is adept at helping communities prepare for recovery from catastrophic events, as well as experienced in leading and supporting after-action reviews and recovery efforts following events.

With Hagerty, Ms. Geruso has led the oversight process for numerous projects around the country. Most recently she has overseen the post-disaster long-term recovery planning for the City of Panama City following Hurricane Michael and with the state of Nebraska following the 2019 flooding disaster. In this role, Ms. Geruso worked with key teaming partners and the client to review scopes of work to prioritize those that align with state and federal recovery and resilience dollars as well as ensuring staff are effectively assigned, and project timelines and milestones are meeting client expectations.

Ms. Geruso's strength as a program manager is further evident in her work for the City of Philadelphia in the Managing Director's Office of Office of Emergency Management (MDO-OEM). As Deputy Director for Planning at MDO-OEM, Ms. Geruso provided oversight and coordination for all emergency plans developed within MDO-OEM. In oversight of the division, and in each individual project, Ms. Geruso was responsible for ensuring proper project management structure was in place, including meeting timelines and established milestones, and sequencing projects based on the needs and priorities of the City.

Ms. Geruso serves regularly as a subject matter expert for the Federal Emergency Management Agency (FEMA) and state level agencies to provide suggested courses of action for optimal project outcomes. With FEMA, Ms. Geruso has provided expertise in far ranging topic areas, including evacuation considerations, mass care, and recovery planning.

Relevant Project Experience

Project Executive | State of Nebraska Long Term Recovery Planning | Hagerty Consulting, Inc.

- Providing oversight to planning, coordination and technical assistance to support the development of the state's Long-Term Recovery Plan in response to the 2019 flooding events.
- Provided technical assistance to Governor's Recovery Task Force to effectively stand up and organize Recovery Support Functions to coordinate long-term recovery strategies.
- Coordinated with stakeholders to identify impact and quantify remaining recovery needs.
- Developing a strategic action plan for long-term recovery and community resilience.

Project Coordinator | North Dakota Department of Emergency Services Enhanced Multi-Hazard Mitigation Plan | Hagerty Consulting, Inc.

- Oversaw team to develop a FEMA-approved Enhanced State Multi-Hazard Mitigation Plan (HMP) update.
- Worked with team and teaming partner to troubleshoot challenges with risk analysis and problem-solve limitations in running statewide Hazus analysis.

Project Manager | State of Alabama Hazard Mitigation Plan Update | Hagerty Consulting, Inc.

- Led planning process for the statewide Hazard Mitigation Plan Update.
- Oversaw the planning team developing plan update that required no updates or changes from FEMA.
- Developed innovative engagement practices for stakeholder involvement, including monthly planning newsletters and development of materials for state staff to conduct county stakeholder outreach comprehensively during regularly scheduled coordination meetings between state regions and Alabama Emergency Management.

Program Coordinator | City of Panama City, Florida, Long Term Recovery Plan | Hagerty Consulting

- Oversees long-term recovery planning process for City in a post-disaster environment, including: unmet needs assessment, economic development strategy, downtown master plan, recovery action and redevelopment plan, and pre-disaster recovery plan.
- Informs best practices in priority setting for long-term recovery priorities based on remaining needs.
- Oversees public engagement process. Facilitate over 75 hours of public meetings to identify and validate unmet needs and priorities for recovery.

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

- Updated statewide guidance document for developing local Disaster Recovery and Redevelopment Plans.
- Developed Disaster Recovery and Redevelopment Plans (DRRP, through a stakeholder participation process, for Camden, Charlton, Wayne, Long, Liberty, Bryan, and Effingham counties in coastal Georgia.
- Transferred lessons learned from previous local government DRRP's including gaps and needs, and steps to address them.
- Disseminated DRRP planning processes and results through a public forum in which stakeholders can exchange information regarding hazard resiliency.

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

Preparedness Program Lead | New York City | 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.

April Geruso

Project Executive



Project Manager | New England Regional Catastrophic Preparedness Initiative (NERCPI) Mass Care and Shelter Planning | Hagerty Consulting, Inc.

- Managed NERCPI Mass Care and Sheltering Planning Project. Project deliverables included development of a Best Practices Guide, Gap Analysis, and Improvement Action Plan as it related to the organization, coordination, and response to the displacement and care of up to 15 percent of its population after a catastrophic incident.
- Facilitated the development of a Mass Care Coordination Annex and Playbook to coordinate emergency management efforts for New Hampshire, Rhode Island, and Massachusetts.
- Developed a Mass Care Terminology Matrix and Handbook and implemented FNSS workshops for the region.

Preparedness Lead | METRO of Harris County, TX, Pre/Post Disaster Admin & Management | Hagerty Consulting, Inc.

- Managed Hagerty's services for pre/post disaster administration and management services for the METRO.
- Facilitated cost recovery workshop for key METRO staff, identifying operational gaps, and developing next steps document intended to reduce gaps.
- Oversaw implementation of Hazard Mitigation Plan development for METRO.

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.
- Responsible for development and use of department's operational plans and procedures.
- Served as EOC Manager and as Liaison Officer for numerous city-wide and localized operations, including hazardous material incidents.
- 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

References

Mark McQueen | 501 Harrison Avenue, Panama City, FL 32401 | 850-872-3000 | mmcqueen@pcgov.org

Laura Hanson | 9911 Southeast Bush Street, Portland, OR 97266 | 503-823-9799 | laura.hanson@portlandoregon.gov

Juan Ortiz | 5010 Old Manor Road #330, Austin, TX 78723 | 512-974-0461 | juan.ortiz@austintexas.gov

Education

- Bachelor of Science, Geology, Bloomsburg University

Certifications

- Certified Floodplain Manager (CFM), Association of State Floodplain Managers
- National Flood Insurance Program (NFIP) Training, FEMA Emergency Management Institute

Relevant Highlights

- Extensive post disaster experience including recent California Flooding and Wildfires
- Direct design and management of pre and post disaster mitigation projects
- Former Regional Director of the Association of State Floodplain Managers
- Served as Instructor for Floodplain Management Concepts, Non-Regulatory Mapping and Product Production, Digital Flood Insurance Rate Map Production and Compilation, and Letter of Map Change
- Training and Outreach Coordinator for New Mexico Floodplain Managers Association
- Successful direct marketing and proposal experience including ongoing projects with Federal, State, Tribal, and County governments.
- Proven track record of successfully managing concurrent diverse projects within budget, while meeting client expectations and program requirements including several multi-million-dollar contracts for FEMA and USACE
- Demonstrated ability to grow initial projects from inception to large ongoing projects and programs.

Professional Bio

Mr. Jim DeAngelo is a Hazard Mitigation Project Manager and team leader who has over 22 years of experience in consulting engineering services—survey, land development, feasibility studies, hydraulic investigations, and design. He also has 18 years' experience of Federal Emergency Management Agency (FEMA) production, updates, due process, and outreach. Mr. DeAngelo has successfully managed water resource, planning and mitigation projects for FEMA, the United States Army Corps of Engineers (USACE), and various state and local agencies as well as Tribal nations such as the Navajo. He has developed technical mitigation training seminars for Federal, State, and Tribal entities.

Recently, Mr. DeAngelo has provided long term direct support to California Office of Emergency Services (Cal OES) by directly supporting the State Hazard Mitigation Officer (SHMO) in post disaster support for various active disasters including statewide flooding, Oroville Dam and the Camp, Hill and Woolsey fires. In his role Mr. DeAngelo assisted the SHMO in providing direct mitigation support to Paradise, Butte County, Los Angeles and other California entities both in Post fire mitigation and Mitigation Sub Grant review. Mr. DeAngelo also actively facilitated Hazard Mitigation Planning (HMP) throughout the state as a liaison between local community planners, state mitigation leads and state and FEMA planning leadership. Mr. DeAngelo specialized in facilitating close coordination between Federal, State, Local and Non-Profit stakeholders, creating partnerships to leverage available mitigation funding and providing direct localized mitigation support in flood prone areas throughout California.

As part of the Hagerty team Mr. DeAngelo has served as both project manager and technical expert for state and county wide hazard mitigation plan projects. Prior to joining Hagerty, he served as the Mitigation Lead for Bohannon and Huston and the Southwest Region Mitigation lead for AECOM. He is the current training and outreach chair of the New Mexico Floodplain Managers Association and has served on the national board of the ASFPM.

Relevant Project Experience

Watershed Task Force/ Mitigation Task Force | Cal OES Mitigation Support Lead | Hagerty Consulting, Inc.

- Assisted California SHMO in identifying and tracking values at risk in a post wildfire environment.
- Assisted California mitigation leads and with hazard mitigation planning and throughout the state.
- Served as mitigation liaison for Cal OES as part of Butte County Hazard Mitigation Plan (immediate post disaster plan update).
- Completed regular outreach before and after triggering rain events to provide technical assistance and provide direct assistance to communities to mitigate additional damages.

Jim DeAngelo, CFM

Project Manager



- Completed technical site visits and provided technical assistance identifying additional mitigation projects and grant opportunities.
- Provided technical support on mitigation grant reviews.
- Assisted in Mitigation trainings and Sub Grant application reviews.
- Supported SHMO throughout the state with public meetings and coordination with FEMA and other state and local agencies.
- Managed Loss Avoidance Studies to measure mitigation project effectiveness.

Project Manager | Saratoga County, New York, HM Plan Update | Hagerty Consulting, Inc.

- Managed HM Plan update, including hazard identification, analysis, and risk management; initial capability assessment; assessment of alternative hazard mitigation measures; and implementation strategy incorporating guidelines and planning considerations.
- Created and implemented outreach plan to inform community stakeholders and obtain feedback.

Mitigation SME and Senior Advisor | Rhode Island State Hazard Mitigation Plan Update | Hagerty Consulting, Inc.

- Provided Senior Technical guidance for hazard identification, analysis, and risk management; initial capability assessment; assessment of alternative hazard mitigation measures.
- Managed Quality control, plan review and finalization process.

Project Manager/Lead Marketer | New Mexico Department of Homeland Security and Emergency Management Public Assistance (PA) and Hazard Mitigation (HM) | AECOM

- Managed PA and HM support services for presidentially declared disasters in New Mexico in the aftermath of the severe storms.
- Performed cost-benefit analysis, grant application assistance, and feasibility and constructability reviews.

Project Manager/Mitigation Lead/Outreach Coordinator | City of Aztec, New Mexico | AECOM

- Developed a series of technical solutions to alleviate flooding experienced in the City.
- Coordinated with engineering to create modeling and refine design criteria.
- Designed and led an outreach program to engage the community in the planning process and explain the mitigation solutions and the anticipated results of the design.

Project Manager | Albuquerque Metropolitan Arroyo Flood Council (AMAFCA) Design and Construction Management for Telemetry Phase 1 and Phase 2 | AECOM

- Managed design services for 30-, 65-, 90-, and 100-percent construction drawings and specifications during Phase 1. System design parameters included monitoring and data service, data collection, solar power and cellular data. Phase 2 included procurement services, inspection, reporting, change orders, pay estimates, and final as-built drawings.

Project Manager/Outreach Lead | City of Albuquerque and Bernalillo County, New Mexico, HM Plan Update | AECOM

- Managed HM Plan update, including hazard identification, analysis, and risk management; initial capability assessment; assessment of alternative hazard mitigation measures; and implementation strategy incorporating guidelines and planning considerations.
- Created and implemented outreach plan to inform community stakeholders and obtain feedback.

Jim DeAngelo, CFM

Project Manager



Project Manager | Angel Fire, Quay, Valencia, and Torrance Counties, New Mexico; Ohkay Owingeh and Santa Clara, New Mexico, HM Plan Updates | AECOM

- Managed updates of separate HM Plans to address impacts from natural hazards, including thorough hazard identification, analysis, and risk management component; initial capability assessment; assessment of alternative hazard mitigation measures; and implementation strategy incorporating guidelines and planning considerations.

Mitigation and Outreach Lead | Elbert, New Mexico, HM Plan Update | AECOM

- Managed HMP update, including hazard identification, analysis, and risk management; initial capability assessment; assessment of alternative hazard mitigation measures; and implementation strategy incorporating guidelines and planning considerations.
- Created and implemented outreach plan to inform community stakeholders and obtain feedback.

Hazard Mitigation and Outreach Lead | USACE Flood Hazard Identification and Mitigation Project | AECOM

- Coordinated with project delivery team to complete hazard mitigation assessments, and design and deliver stakeholder meetings and presentations. Valued at about \$3 million, project won the 2014 American Council of Engineering Companies of New Mexico Engineering Excellence Award in the category of water resources.

Project Manager/Flood Hazard Specialist | Flood Hazard Mitigation Alternatives | AECOM

- Completed identification and assessment of flood hazard mitigation alternatives for several potential project sites located near a designated 1-percent-annual-chance (100-year) floodplain.
- Developed report in accordance with U.S. Department of Housing and Urban Development eight-step process required by 24 Code of Federal Regulations (CFR) 55.20 to identify and evaluate practicable flood hazard mitigation alternatives. Projects included site visits, community meetings delivery, and mitigation assessments.

Project Manager | Risk Mapping, Assessment and Planning (RiskMAP) | FEMA | Michael Baker Jr.

- Oversaw budget and schedule maintenance, Mapping Information Platform updates, the Digital Flood Insurance Rate Map (DFIRM) process—from discovery through post preliminary processing—and supervised a team of Planners, Engineers, Outreach Specialists, and Geographic Information System Specialists to prepare FEMA DFIRM products for delivery to the client.
- Served as point of contact for client and community officials and presented material at community meetings.
- Recognized as first Project Manager to produce preliminary DFIRM products under the FEMA RiskMAP program at Michael Baker and among the first in the nation.

County Outreach Manager | Commonwealth of Pennsylvania All-Hazard Mitigation Plan Update | Michael Baker Jr.

- Served as liaison for the county by both coordinating and directing public meetings to gather information, prepare presentations, discuss solutions, and produce completed Mitigation plan.
- Conducted detailed risk assessments and HAZUS analysis and vulnerability studies.

Employment History

Hagerty Consulting, Inc., Senior Managing Associate, 2018-Present

Bohannon Huston, Inc., Hazard Mitigation Planner, 2018

NMFMA (Volunteer), Training and Education Committee Chair, 2013-Present

AECOM, Hazard Mitigation Lead, Project Manager 2013-2017

Jim DeAngelo, CFM

Project Manager



Michael Baker International, Program Manager, 2005-2013

Bursich Associates, Engineering Assistant, 2004-2005

Achterman Associates, Survey/Engineering Staff/Office Manager, 2003-2004

Dewberry Consulting, LOMC Team Leader, 1998-2003

References

Victoria LaMar-Haas | 5017 Opal Creek Court, Elk Grove, CA 95758 | 916-798-9626 | victoria.lamar-haas@caloes.ca.gov

Mike Stanley | 25 West High Street, Ballston Spa, NY 12020 | 518.885.2232 | mstanley@saratogacountyny.gov

Kelli Murtagh | PO Box 14, Angel Fire, NM 87710 | 505.239.8483 | kmurtagh@angelfirenm.gov

Education

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

Relevant Highlights

- 20 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 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 20 years of experience in management consulting, humanitarian assistance, and emergency management. Over the past 17 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. He also conducted evaluations of FEMA and the United States (US) Department of Housing and Urban Development (HUD) disaster housing operations in the aftermath of Hurricane Katrina.

In addition to his response and recovery work, Mr. Ingoglia has deep experience in emergency planning. He was the lead planner for the development of the San Francisco Bay Area Urban Area Security Initiative (UASI) Regional Emergency Coordination Plan, contributed to the development of the interim housing plan for the San Francisco Bay Area, led the development of disaster cost recovery plans for the City of New York, and is currently serving as senior advisor the Nebraska long-term recovery planning effort.

Prior to joining 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, the Chicago Housing Authority, and the State of California.

Relevant Project Experience

Senior Advisor | Nebraska Emergency Management Agency Long-Term Recovery Planning | Hagerty Consulting

- Provides disaster recovery expertise to inform the State of Nebraska long-term recovery from historic flooding in 2019.
- Serves as disaster recovery program subject matter expert, facilitate stakeholder meetings, and advise client and project management team.
- Policy/Program Advisor | California Office of Emergency Services Long-Term Recovery Support | Hagerty Consulting
- Served as a Policy/Program Implementation advisor to Cal OES recovery leadership with a focus on FEMA Public Assistance.
- Provided subject matter expertise on the Public Assistance Alternative Procedures for Permanent Work (Section 428) program and other policy/program issues related to Camp Wildfire Recovery.

Project Executive and Subject Matter Expert | New York City Sandy Recovery | Hagerty Consulting

- Provided strategic advice to the Deputy Budget Director of New York City related to the \$15 billion Sandy recovery effort.
- Established project performance metrics and lead the development of disaster cost recovery plans and preparedness activities.

Vice President | Emergency Programs | AmeriCares

- Led disaster risk reduction, response, and recovery programs for a leading non-governmental 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.
- 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 the Philippines.
- Secured \$2 million in USAID sub-grants for Ebola response in Liberia and cholera response in Haiti.
- Conceptualized and launched a global emergency response capacity building project which resulted in a roster of 150 trained emergency response professionals 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 Urban Area Security Initiative (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, developing plans 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.

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.

Garrett Ingoglia

Recovery/Resilience Subject Matter Expert



Project Manager | Bay Area UASI | URS Emergency Planning Group

- 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 emergency response.
- 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.
- 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, and helped develop an overall strategy for maximizing UASI funding. The effort resulted in \$28 million in UASI grants.

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

- As a senior consultant with IBM, Mr. Ingoglia served as a team leader, project manager, and analyst on projects for public sector clients. He also led recruitment efforts for the Financial Operations Division and evaluated a number of junior staff.
- As Special Assistant to the Infrastructure Branch Chief after hurricanes Katrina and Rita, coordinated special projects and helped the Branch Chief establish response/recovery operations. 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 WTC and California winter storms.

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

State Senator Vincent Gentile, Legislative Assistant, 1997-1998

References

Chris Blanco | 255 Greenwich Street, New York, NY 10007 | 917-618-2906 | blancoc@omb.nyc.gov

Christine Squires | 88 Hamilton Avenue, Stamford, CT 06902 | 203-658-9555 | csquires@americares.org

Stacy Rosenfeld | 165 Cadman Plaza East, Brooklyn, NY 11201 | 347-203-0131 | srosenfeld@oem.nyc.gov

Sydney McKenna

Planning Consultant

Education

- Bachelor of Science, Environmental Science, University of Virginia

Certifications

- Certified Floodplain Manager, ASFPM, 2016

Relevant Highlights

- Extensive experience updating four state, two county, and one local hazard mitigation plans
- Skilled in meeting facilitation and planning
- Knowledgeable of ArcGIS and Hazus software and its applications in risk management
- Practiced in developing pre-disaster recovery plans for local and state governments

Professional Bio

Ms. Sydney McKenna is an emergency management professional with more than six years of diverse client-facing experience with federal, state, and local entities. She has helped to lead the update of numerous state and local hazard mitigation plans, applying her knowledge of hazards and mitigation measures to create actionable and achievable plans. Ms. McKenna also has extensive experience developing operational recovery plans for state and local governments across the country, drawing on her field experience supporting recovery operations after Hurricanes Harvey and Sandy. Ms. McKenna delivers successful outcomes to clients in all fields using the tools and knowledge gained from her depth of experience in preparedness and response.

As a Certified Floodplain Manager (CFM), Ms. McKenna maintains a 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. Additionally, Ms. McKenna's skills include project management, ArcGIS mapping and spatial analysis, meeting facilitation, 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.

Relevant Professional Experience

Deputy Project Manager | North Dakota Enhanced Hazard Mitigation Plan | Hagerty Consulting, Inc.

- Comprehensively updated 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.

Deputy Project Manager | Rhode Island State Hazard Mitigation Plan | Hagerty Consulting, Inc.

- Led an internal team to update 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.

Deputy Project Manager | Saratoga County, New York, Multi-Jurisdictional Hazard Mitigation Plan Update | Hagerty Consulting, Inc.

- Managed the comprehensive update of 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.

Sydney McKenna

Planning Consultant

Planner | Alabama State Hazard Mitigation Plan Update | Hagerty Consulting, Inc.

- Updated 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.

Project Manager | Washington County, Oregon, Emergency Sheltering Framework | Hagerty Consulting, Inc

- Managed the development of a framework that outlined the Washington County region's strategy for collaboratively providing sheltering services after large disasters.
- Planned and lead workshops with key shelter stakeholders, presenting case studies and facilitating discussions related to roles and responsibilities and strategies for sheltering.

Planner | District of Columbia Mitigation Capability Needs Assessment | Hagerty Consulting, Inc.

- Identified the services, tasks, activities, resources, and essential elements of information to meet the capability targets in the seven Mitigation Mission Area Core Capabilities, presenting the information in user-friendly workbooks.

Lead Planner | Feeding America Emergency Response and Recovery Guide for Food Banks | Hagerty Consulting, Inc

- Authored an emergency response and recovery guide for Feeding America food banks, including a set of accompanying tools and templates to aid operations. Interviewed food banks and conducted research to collect best practices on recent food bank emergency operations to incorporate into the guide.

Lead Planner | California Governor's Office of Emergency Services Recovery Support Function Annex | Hagerty Consulting, Inc

- Developed the California Recovery Support Function Annex and accompanying handbook that align with the California Disaster Recovery Framework and provide comprehensive guidance and direction on the activation and operation of the state's recovery support functions.
- Conducted interviews and workshops with current state recovery staff to validate the pre-disaster planning drafts with ongoing wildfire recovery operations.

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

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

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

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

Planner | Los Angeles County, California, Recovery Plan | Hagerty Consulting, Inc

- Comprehensively updated the Los Angeles County Recovery Plan by assessing previous planning documents, collecting stakeholder input, and integrating recovery best practices.

Sydney McKenna

Planning Consultant

Planner | City of Panama City, Florida, Long-Term Recovery Plan | Hagerty Consulting, Inc

- Supported the planning and implementation of over 75 hours of community and stakeholder engagement meetings in a post-disaster environment. Contributed to the development of a recovery action plan to capture post-disaster recovery priorities, through research, document review, analysis, and plan writing.

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 | 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 | Connecticut Historic Resources Coastal Resiliency Project | The Dewberry Companies, Inc

- Conducted resilience planning for historic resources in Connecticut in counties with disaster declarations under DR-4087. Authored reports summarizing a gap analysis of historic resources planning in Connecticut municipalities. Developed maps using ArcGIS to display exposure of historic resources to flooding.

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 materials, 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.

Employment History

Hagerty Consulting Inc., Managing Associate, 2018-Present

The Dewberry Companies, Inc., Consultant, 2013-2018

Intern, University of Virginia Facilities Management, 2012-2013

References

Kathleen Donahue | Fraine Barracks Lane, Bldg 35, Bismark, ND 58504 | 701-328-8100 | kdonahue@nd.gov

Carl Zeilman | 25 West High Street, Ballston Spa, NY 12020 | 518.885.2232 | CZeilman@saratogacountyny.gov

Samantha Richer | 645 New London Avenue, Cranston, RI 02920 | 401- 946-9996 | samantha.richer@ema.ri.gov

Education

- Master of Professional Studies, Emergency and Disaster Management, Georgetown University
- Bachelor of Arts, Government and Politics, University of Maryland

Relevant Highlights

- Community Planning for Disaster Recovery (AWR-356), 2019
- FEMA Incident Command System Course Completion: IS-100, IS-200, IS-700, IS-800, ICS-300, ICS-400
- FEMA Professional Development Series Certificate (i.e., IS-120, IS-230, IS-235, IS-240, IS-241, IS-242, IS-244), 2015

Professional Bio

Ms. Kayla Slater, Preparedness Consultant, is a planner and training and exercise developer with formal training and real-world experience supporting projects that increase communities' resilience to hazards and physical and social vulnerabilities. Ms. Slater has led and supported projects that required the education of stakeholders in complex topics while also performing fact-finding, consensus-building, and validation activities to successfully complete the projects' scopes of work. At times, this requires close collaboration with subject matter experts to identify best practices and approaches, then distilling their complex thoughts into easily digested information for less engrossed practitioners.

Ms. Slater is dedicated to increasing community resilience, whether it is achieved through training and exercising, planning, or recovery. This commitment to resilience is the common thread that connects all of her work at Hagerty, across her two primary areas of expertise: pre-disaster recovery and cyber disruption planning. Ms. Slater's work in resilience-building includes developing pre-disaster cost recovery plans and supporting training activities; engaging with community stakeholders to develop resilient recovery and redevelopment plans before and after disasters; engaging stakeholders to collaboratively design and implement cyber disruption response strategies and frameworks; and designing training, guidance, and plans to support operational capacity-building.

Ms. Slater is currently leading the team supporting the state of Nebraska's long-term recovery planning effort.

Relevant Professional Experience

Recovery Consultant | State of Nebraska Long Term Recovery Planning | Hagerty Consulting, Inc.

- Providing planning, coordination, and technical assistance to support the development of a Long-Term Recovery Plan.
- Supporting the activation of Recovery Support Functions and functional working groups at the state level.
- Responsible for establishing long-term recovery objectives, strategies, and tactics to support effective execution of long-term recovery activities.
- Developing Transition Management Plan to support the formal transition of ownership for planning from Hagerty to the state upon project completion.

Project Manager | City of Panama City, Florida, Long-Term Recovery Impact Assessment and Pre-Disaster Recovery Planning | Hagerty Consulting, Inc.

- Leading an effort to develop the City's unmet needs assessment to summarize pre-disaster condition, impacts attributed to Hurricane Michael, and resulting unmet needs for long-term recovery.

- Capturing a holistic understanding of the community's strengths and areas for improvement; to inform the post-disaster recovery strategy and provide justification for financial support from federal entities.
- Leading the city's efforts to develop a pre-disaster recovery and redevelopment that incorporates lessons learned from ongoing recovery and reflects findings from ongoing planning efforts to support economic development and downtown revitalization.
- Facilitating an engagement process that is inclusive of the broader public and reflects community-driven priorities, projects, and planning outcomes leveraging a range of stakeholder engagement tactics.

Deputy Project Manager and Lead Planner | Georgia Department of Natural Resources (DNR) Disaster Recovery and Redevelopment Planning (Multiple Counties) | Hagerty Consulting, Inc.

- Established and implemented an approach to performing hazard vulnerability and resilience assessments to identify resilience-building solutions tailored to planning communities.
- Developed and updated a publicly available statewide guidance document for developing local Disaster Recovery and Redevelopment Plans (DRRPs).
- Transferred lessons learned from previous local government DRRPs including gaps and needs, and steps to address them.
- Developed Disaster Recovery and Redevelopment Plans, through a stakeholder participation process, for Chatham, Brantley, Camden, Charlton, Wayne, Long, Liberty, Bryan, and Effingham counties in coastal Georgia.
- Disseminated DRRP planning processes and results through a small group forum in which stakeholders can exchange information regarding hazard resiliency.

Deputy Project Manager | City of Plano, Texas, Disaster Recovery and Redevelopment Plan | Hagerty Consulting, Inc.

- Engaged City leadership to establish priorities for redevelopment, create a concept of operations to help the city organize after a disaster, and to identify strategies to support and perform redevelopment projects post-disaster.
- Identified strategies and tactics to manage cost recovery and recovery financing activities within the city to support achievement of its post-disaster vision of success.
- Leveraged existing policy, plans, and procedures to determine gaps and current operating environment to support the identification of strategies and recommendations that are tailored to the city's administrative, fiscal, and political capacity.

Lead Planner | New York City Cost Recovery Plan and Annex Development | Hagerty Consulting, Inc.

- Refined and documented the city's approach to comprehensive and proactive cost recovery operations to support the efficient application for and management of post-disaster funding streams such as Federal Emergency Management Agency Public Assistance, Federal Highway Administration Emergency Relief, and Federal Transit Administration Emergency Relief.
- Coordinated with subject matter experts to research, identify, and document best practices related to the implementation and management of the Federal Emergency Management Agency's Hazard Mitigation Grant Program in a supplemental cost recovery annex to the city's Disaster Cost Recovery Plan.

Project Coordinator | Town of Plymouth, Massachusetts, Disaster Cost Recovery Plan and Emergency Operations Plan Update | Hagerty Consulting, Inc.

- Developed the first Disaster Cost Recovery Plan for the Town of Plymouth to guide town departments and officials through disaster cost recovery processes, specifically related to Federal Emergency Management Agency Public Assistance.
- Designed tools to operationalize planning concepts and facilitated a series of planning meetings to validate processes and tools prior to plan implementation.
- Designed and facilitated training for all Town Departments to educate stakeholders on planning concepts and promote their use and understanding of operational support tools.

- Supported the revision of the town's Emergency Operations Plan to increase its operational capacity to navigate and withstand disasters.

Deputy Project Manager | Mid-American Regional Council Recovery Exercise Series | Hagerty Consulting, Inc.

- Designed and developed a seminar for approximately 100 attendees to educate exercise participants on best practices in pre-disaster recovery planning and operational execution to prepare them for an iterative planning workshop.
- Facilitated a workshop with approximately 100 attendees to review and discuss the phases of recovery and operations necessary to successfully approach recovery across the region.
- Documented findings from the exercise series and providing templated materials to enable other regional partners to recreate the exercise series in their own jurisdictions and increase local recovery planning capacity.

Planner | Massachusetts State Recovery Plan | Hagerty Consulting, Inc.

- Developed a comprehensive approach to recovery operations, to help the Commonwealth withstand and advance in spite of shocks or stressors.
- Supported draft development, review, and improvement by supporting and facilitating stakeholder engagement opportunities with governmental and non-governmental stakeholders to leverage their expertise to develop the plan.
- Identified strategies to encourage continued participation in pre- and post-disaster planning and operations after the completion of the project.

Employment History

Hagerty Consulting, Inc., Preparedness Associate, 2015-Present

Price Benowitz, LLP, Legal Assistant, 2014-2015

Fairfax County Office of Emergency Management, Intern, 2015

Price Benowitz, LLP, Personal Injury Intern, 2012-2013

References

Jennifer Aldridge | 501 Harrison Avenue, Panama City, FL 32401 | 850-872-3004 | jaldridge@pcgov.org

Jennifer Kline | One Conservation Way, Brunswick, GA, 31520 | 912-264-7218 | jennifer.kline@dnr.ga.gov

Hank Lipe | 2209 State Road, Plymouth, MA 02360 | 508-833-5801 | hlipe@townhall.plymouth.ma.us

Education

- Master of Urban Planning, The University of Michigan
- Bachelor of Science, Environmental Engineering; Minor in Engineering for Sustainable Development, The Johns Hopkins University

Relevant Highlights

- Experience writing and editing hazard mitigation plans and pre-disaster recovery plans
- Experience leading comprehensive community engagement efforts
- Well-versed in the post-disaster environment
- Intermediate Spanish-language speaker

Professional Bio

Ms. Michelle Bohrson is an emergency management professional with extensive hazard mitigation and recovery planning experience. She has served as the lead planner of several mitigation action plans within state and local hazard mitigation plan development, utilizing her in-depth knowledge of hazards and mitigation measures to create actionable and innovative plans. In addition, as a part of her recovery planning experience, she has served as the lead community engagement coordinator planning, coordinating, and supporting facilitation of many stakeholder and public engagement meetings.

For her previous employer, H2O Partners Inc., Ms. Bohrson edited Hazard Mitigation Plans (HMPs) prior to Federal Emergency Management Agency (FEMA) review, cross checking developed plans for compliance with FEMA and expediting plan approval. She also worked as a sub-contractor for the Texas Division of Emergency Management as a grant manager for FEMA's Public Assistance (PA) and Hazard Mitigation Grant Program (HMGP) programs, primarily managing grants for sub-applicants who have experienced flooding or were implementing mitigation measures to reduce the effects of flooding. Ms. Bohrson has leveraged this experience to form a deep understanding of how mitigation planning and funding is influential during the recovery phase to help guide successful recovery.

Relevant Professional Experience

Deputy Project Manager | Los Angeles County, California, Recovery Plan Update | Hagerty Consulting, Inc.

- Leading the plan update process for the County Recovery Plan. This includes assessing the previous planning documents, collecting stakeholder input, and integrating industry best practice.
- Developing meeting materials for and facilitating key project stakeholder meetings.

Recovery Planner | State of Nebraska Long-Term Recovery Plan | Hagerty Consulting, Inc.

- Supporting the development of the Baseline Conditions and Impact Assessment.
- Leading the development of the Geographic Information System analyses for the project.
- Supporting development of stakeholder engagement materials to support recovery planning.

Lead Planner and Lead Community Engagement Coordinator | City of Panama City, Florida, Long-Term Recovery Planning | Hagerty Consulting, Inc.

- Led the development of the Pre-Disaster Recovery Plan.
- Led comprehensive community engagement efforts, including coordinating and supporting over 75 hours of community and stakeholder meetings from the development of meeting concepts through meeting delivery and facilitation.

Michelle Bohrson, MUP

Planning Consultant



- Supported the development of the Recovery Action Plan and the Redevelopment Plan through research, document review, analysis, and plan writing.

Planner | City of Plano, Texas, Pre-Disaster Recovery Plan | Hagerty Consulting, Inc.

- Supported the development of the project management plan.
- Prepared meeting materials for the Kick-off Meeting.
- Conducted a document review of relevant planning information.
- Supported the development and annotation of the plan outline.
- Developed the Stakeholder Engagement Strategy for the project.

Planner | Portland, Oregon, Regional Recovery Framework | Hagerty Consulting, Inc.

- Providing planning and facilitation support for the Regional Recovery Conference and Governance Workshop.
- Supporting the development of the Regional Recovery Framework, specifically focusing on regional governance structure and operations.
- Developed content for the monthly stakeholder newsletters.

Mitigation Planner | Saratoga County, New York, Multi-Jurisdictional Hazard Mitigation Plan Update | Hagerty Consulting, Inc.

- Compiled information from the 31 individual jurisdictions to update the previous plan and compile a new mitigation action plan.
- Provided planning support for finalizing the full hazard mitigation plan.

Mitigation Planner | Rhode Island Hazard Mitigation Plan Update | Hagerty Consulting, Inc.

- Supported the development of the risk assessment.
- Led the development of the mitigation strategy, including: updating mitigation goals and objectives, coordinating with stakeholders, and delivering mitigation actions.

Mitigation Planner | District of Columbia Homeland Security Emergency Management Agency (HSEMA) Core Capabilities Needs Assessment | Hagerty Consulting, Inc.

- Analyzed research and documentation related to the FEMA core capabilities in order to align the core capabilities with HSEMA operations.
- Supported the development of the final deliverable.

Preparedness Consultant | City of San Antonio, Texas, Fire Department and Office of Emergency Management Homeland Security Strategic Planning Program | Hagerty Consulting, Inc.

- Realigned existing strategic priorities to provide an updated strategic plan.
- Supported the strategic planning program development by assisting in preparation of meeting materials.

Mitigation Planner | Alabama Emergency Management Agency State Hazard Mitigation Plan | Hagerty Consulting, Inc.

- Reviewed risk assessment to ensure FEMA requirements were met.
- Supported the review and development of the mitigation action plan.
- Researched and developed the state profile sections.
- Coordinated with stakeholders to develop the state capability assessment.
- Supported the development and distribution of a monthly newsletter designed to update project stakeholders on the status of the planning process.

Michelle Bohrson, MUP

Planning Consultant



Mitigation Planner | North Dakota Department of Emergency Services State Hazard Mitigation Plan | Hagerty Consulting, Inc.

- Led the development of the mitigation strategy, including: developing mitigation goals in alignment with THIRA target language, coordinating with stakeholders, and developing mitigation actions.
- Coordinated with stakeholders to develop the state capability analysis.
- Prepared meeting materials for all planning meetings.
- Updated the Planning Process and Situation Sections.
- Developed and distributed a monthly newsletter designed to update project stakeholders on the status of the planning process.
- Organized and managed documents and data in the project SharePoint site.

Employment History

Hagerty Consulting, Inc., Managing Associate, 2019-Present

Hagerty Consulting, Inc., Preparedness Associate, 2018-2019

H2O Partners, Inc., Grant Coordinator, 2017-2018

H2O Partners, Inc., Mitigation Planner, 2017

Movimiento Anchieta, Project Consultant, 2017

University of Michigan, Graduate Student Research Assistant, 2017

University of Michigan, Graduate Student Instructor, 2016

University of Michigan, Graduate Student Researcher, 2015

Save the Children, Philippines Advocacy Intern, 2016

References

Laura Hanson | 9911 Southeast Bush Street, Portland, OR 97266 | 503-823-9799 | laura.hanson@portlandoregon.gov

Kathleen Donahue | Fraine Barracks Lane, Bldg 35, Bismark, ND 58504 | 701-328-8100 | kdonahue@nd.gov

Bennett Cummings | 500 West Temple Street, Room 585, Los Angeles, CA 90012 | 818-974-1120 | bcummings@ceooem.lacounty.gov

Education

- Master of Public Administration; Graduate Certificate in Environmental Management University of Washington, Magna Cum Laude
- Bachelor of Arts in Political Science and Judaic Studies, University of Arizona

Trainings and Certifications

- Independent Study (IS) 328: Plan Review Training for Local Mitigation Plans, FEMA
- Incident Command System (ICS) 100, 230, and 700, FEMA
- Certified Floodplain Manager, ASFPM

Relevant Highlights

- Demonstrated ability to synthesize complex or technical hazard information for lay audiences
- Strong understanding of connection between social and behavioral science and effective risk communication
- Provided SME support to diverse local and tribal communities developing and updating Mitigation Plans
- Supported successful Washington State's first-time Emergency Management Accreditation Program (EMAP) review and approval for Hazard Mitigation standards

Professional Bio

Mr. Michael Levkowitz has served in a variety of roles supporting local, state, tribal, and federal government agencies with hazard mitigation planning, risk communication, and emergency preparedness. Mr. Levkowitz has five years of experience in this field, including experience in large-scale program management focused on multi-hazard mitigation, risk communication, and coastal resilience.

Most recently, Mr. Levkowitz served as the Mitigation Strategist for the State of Washington's Emergency Management Division (WA EMD). In that role, he served as the State lead for implementing the State Enhanced Hazard Mitigation Plan (SEHMP), from supporting local planning efforts to facilitating collaborations across state and federal agencies. While in the position, Mr. Levkowitz provided technical assistance and subject matter expertise to more than two-dozen communities developing or updating local Hazard Mitigation Plans (HMPs). He also conducted a state-level review of each completed local and tribal HMPs to ensure plans met state and federal standards. In addition, while with WA EMD, he advocated for participation in the newly established High Hazard Potential Dam (HHPD) grant program offered by the Federal Emergency Management Agency (FEMA). Mr. Levkowitz worked closely with the state's Dam Safety Office (DSO) to establish a program and develop applications for the inaugural grant round. As part of this effort, Mr. Levkowitz oversaw an update to the SEHMP to meet newly defined state eligibility requirements for the HHPD program.

His previous experiences are focused on mitigation hazard risk and building resilience at the state and local levels. With Hagerty, Mr. Levkowitz serves as a thought leader on incorporating mitigation and resilience into preparedness programs for clients across the United States (US). He is a skilled facilitator with experience building partnerships and fostering collaboration amongst diverse stakeholders across different levels of governance to build stronger and more resilient communities.

Relevant Professional Experience

Deputy Project Manager | State of Nebraska Long-Term Recovery Plan | Hagerty Consulting, Inc.

- Preparing meeting materials and job aids to support Governor's Task Force (GTF) in support of the state's long-term recovery efforts.
- Leading stakeholder outreach to validate the Baseline Conditions and Impact Assessment and Long-Term Recovery Plan.
- Researching, analyzing, and synthesizing recovery-planning best practices.
- Supporting organization and facilitation of Recovery Support Function (RSF) meetings.

Michael Levkowitz, MPA CFM

Planning Consultant



Active Threat Planner | St. Louis Regional Complex Coordinated Terrorist Attack (CCTA) Program | Hagerty Consulting, Inc.

- Supporting the ongoing development of operational guides for Elected and Appointed Officials, Emergency Management, Hospitals, Public Health, and Public Information staff.

Natural Hazard Mitigation Strategist | Washington State Military Department – Emergency Management Division

- Provided grant administration assistance to more than 25 Washington State cities, counties, and tribes working to either develop new or updated HMPs using Hazard Mitigation Grant Program (HGMP) and Pre-Disaster Mitigation (PDM) funds.
- Served as the agency's representative within statewide and national workgroups focused on hazard mitigation, climate change adaptation, and resilience-building.
- Supported local grant application review and selection for projects under FEMA's Hazard Mitigation Assistance grant programs.
- Guided more than a dozen local communities through local mitigation plan development, state and federal review, and plan approval and adoption processes.

Program Manager | Michael Baker International

- Provided support on FEMA Risk Mapping, Assessment and Planning (Risk MAP) Community Engagement and Risk Communication (CERC) Contract.
- Provided FEMA staff with strategic recommendations to improve messaging, outreach materials, written reports, and other stakeholder engagement efforts.
- Coordinated communications between local, tribal, state, and federal agency staff to improve inter-governmental collaboration on resilience-building efforts.
- Oversaw the development of multi-hazard Risk Reports synthesizing technical natural hazard risk assessments and leveraging best practices from behavioral science research to help local government staff in Washington, Oregon, Idaho, and Alaska understand local hazard risk and prioritize risk-reduction actions.
- Led project to assess and overhaul FEMA Region 10's Resilience Workshop prioritization system, planning process, and meeting design to better align federal support with state priorities and local needs.

Assistant Coastal Planner | WA Department of Ecology

- Connected local government staff with state and federal programs to obtain technical, financial, and administrative assistance to develop policy changes and mitigation projects to reduce risk to coastal hazards.
- Assisted state emergency management staff in reviewing coastal hazards sections of hazard mitigation plans.
- Supported federal grant and contract proposals, reporting, and management.
- Led a collaborative process with state and federal agency partners and subject matter experts to develop and teach a risk communication course focused on sea level rise through the National Oceanic and Atmospheric Administration's Coastal Training Program.

Marc Hershman Marine Policy Fellow | WA Department of Ecology

- Managed statewide network of coastal hazard practitioners from non-profit, private, and public entities in a variety of related fields to improve regional coordination and build long-lasting and effective partnerships.
- Facilitated conversations amongst local, state, and federal staff to develop and prioritize strategies to reduce the impacts of rapid erosion issues along sections of the outer coast of Washington State.

Employment History

Hagerty Consulting, Inc., Managing Associate, 2019-Present

WA State Emergency Management Division, Natural Hazard Mitigation Strategist, 2019-2019

Michael Baker International, Program Manager, 2017-2019

WA Department of Ecology, Assistant Coastal Planner, 2016-2017

WA Department of Ecology, Marc Hershman Marine Policy Fellow, 2015-2016

University of Washington – Department of Political Science, Teaching Assistant, 2014-2015

University of Washington – Evans School of Public Affairs, Research Assistant, 2013-2014

References

Bobbak Talebi | 300 Desmond Drive SE, Lacey, WA 98503 | 360-819-3014 | bobbak.talebi@ecy.wa.gov

Tim Cook | 20 Aviation Dr., Camp Murray, WA 98430 | 360-320-7844 | tim.cook@mil.wa.gov

Ian Miller | 3716 Brooklyn Ave., NE, Seattle, WA | 360-417-6460 | immiller@uw.edu

Education

- Master of Science, Urban and Regional Planning, Florida State University
- Bachelor of Arts, Geography, Boston University

Relevant Highlights

- Implementation of FEMA Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and Flood Mitigation Assistance
- Experience with FEMA and HUD grant management systems
- Develop and review of BCAs for mitigation projects
- Technical assistance for FEMA State Hazard Mitigation Plans and Local Hazard Mitigation Plans

Professional Bio

Ms. Vanessa Castillo is a mitigation and planning professional with experience in implementation of the Federal Emergency Management Agency (FEMA) mitigation programs, environmental and historic preservation reviews, benefit cost analysis (BCA) methodology, and Housing and Urban Development (HUD) grant programs. As a mitigation specialist for the State of Colorado, Ms. Castillo contributed her expertise to the successful implementation of more than \$65 million in Hazard Mitigation Grant Program (HMGP) for Colorado's largest disaster, DR-4145. She has experience developing mitigation funding strategies and program prioritization for the Pre-Disaster Mitigation program, including projects for flood reduction, wildfire mitigation, and residential property acquisition. With the State of Florida, Ms. Castillo provided technical assistance to state and local entities on the improvement of mitigation plans and strategies. She is currently working with the Nebraska Emergency Management Agency (NEMA) to develop effective funding and mitigation prioritization strategies for the implementation of the HMGP.

Relevant Professional Experience

Hazard Mitigation Specialist | Hagerty Consulting, Inc.

- Conducted BCAs for Puerto Rico mitigation projects, including generators and photovoltaic alternatives.
- Reviewed BCAs for the State of California for completeness and credible methodologies.
- Collaborated on guidance and policy regarding the implementation of an Enhanced State Mitigation Plan for the State of California.
- Performed other BCAs for the City of New York and Montgomery County Texas on flood mitigation and acquisition projects.

Associate City Planner | City and County of Denver, Colorado, Office of Economic Development

- Managed HUD environmental reviews (24 CFR Part 58) of affordable housing developments, public facilities and infrastructure projects, financed with CDBG and HOME entitlement funds.
- Conducted research and onsite inspections to identify environmental problems in connection to project sites.
- Applied environmental regulations and laws to produce clear and convincing written documents, reports, charts and presentations relating to implementation of environmental compliance.
- Facilitated National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) consultation with the State Historic Preservation Office, HUD regional office, federal agencies, and city departments to ensure compliance with NEPA and NHPA Section 106.

Vanessa Castillo

Planning Consultant



- Facilitated collaboration between the Office of Economic Development and the Office of Sustainability on neighborhood equity.

Mitigation Specialist | Colorado Division of Homeland Security and Emergency Management

- Provided technical assistance to Colorado subgrantees to develop scopes of work for floodplain and wildfire mitigation projects compliant with Section 404 HMGP, PDM and FMA frameworks.
- Reviewed and analyzed FEMA Benefit Cost Analyses (Version 5.3) for HMGP, PDM, and FMA applications including: localized flood risk reduction, property acquisition and demolition, and wildfire mitigation projects (defensible space and hazardous fuels reduction).
- Provided technical assistance to subgrantees on: PDM and FMA applications, including the use of eGrants, and federal procurement regulations and request for reimbursement standards (for both 44 CFR Section 13.36 and 2 CFR Part 200).
- Reviewed eligibility and completeness of subgrantee requests for reimbursement for HMGP, PDM, and FMA subgrants.
- Conducted assessments of Request for Information (RFIs) and Request for Proposals or Qualifications (RFP, RFQ) for FEMA-funded mitigation projects.
- Prepared subgrantee project closeout documentation for individual subgrants and state grant closeout documentation for FEMA
- Provided technical assistance to subgrantees on how to implement a property acquisition program. Contributed to state guidance on program implementation, reviewed title searches for subject properties to confirm clear title, and assisted subgrantees to develop program budget and determine federal-local cost shares.
- Collaborated with local jurisdictions, subject matter experts, and interest groups to promote mitigation principles and public outreach, e.g. implementation of defensible space projects.
- Drafted technical guidance on state processes regarding mitigation project life cycle from application through implementation and closeout.

Hazard Mitigation Planner | Florida Division of Emergency Management

- Provided technical assistance to Florida counties and municipalities developing county and regional Hazard Mitigation Plans and comprehensive plans.
- Reviewed and refined the State of Florida Enhanced State Hazard Mitigation Plan to incorporate sea level rise and climate change impacts.

Small Enterprise Development Specialist | US Peace Corps, Togo

- Improved the business skills of Togolese counterparts and helped them cultivate new economic opportunities to benefit their communities.
- Coordinated community outreach and community needs assessment meetings with local political and cultural leaders.
- Established and facilitated women-led savings and loans groups.

Employment History

Hagerty Consulting, Inc., Hazard Mitigation Specialist, 2019-Present

City and County of Denver, Associate City Planner, 2018-2019

Colorado Division of Homeland Security and Emergency Management, Mitigation Specialist, 2015-2017

Florida Division of Emergency Management, Hazard Mitigation Planner, 2014-2014

US Peace Corps, Small Enterprise Development Specialist, 2011-2014

Vanessa Castillo

Planning Consultant



References

Doug Selbee | 201 W. Colfax Avenue, 2nd Floor, Denver, CO 80202 | 720-913-1794 | douglas.selbee@denvergov.org

Britta Fisher | 1981 Blake Street, Denver, CO 80202 | 303-863-0123 | britta.fisher@denvergov.org

Patricia Gavelda | 9195 East Mineral Avenue, Centennial, CO, 80112 | 970-247-6560 | patricia.gavelda@state.co.us

Education

- Baton Rouge Community College
- Hinds Community College
- Metropolitan Community College
- US Air Force Academy

Certifications

- Certified Basic Responder
American Safety & Health
Institute
- Nationally Certified Floodplain
Manager (CFM)
- Certified DHS/FEMA Contracting
Officer's Technical
Representative (COTR)

Relevant Highlights

- Emergency Member, Louisiana
Floodplain Management
Association
- Hurricane Katrina and Rita
recovery application review
training for HMGP
- ICS Series 100, 200, 700, 800
Incident Command Training
- Disaster Deployment Training
from the Department of
Homeland Security
- Extensive GIS experience
- Risk Analysis using Hazus and
other GIS tools

Professional Bio

Ms. Mary Sharp is a certified floodplain manager (CFM) and advanced Geographic Information System (GIS) analyst experienced in emergency management (response and recovery), hazard mitigation (404, 406, and plan writing), all-hazards risk assessment and analysis, long-term mitigation and recovery support, Global Positioning Systems (GPS) used to accurately locate buildings, infrastructure, or other items in real-space environments data collection, and information technology (IT)/database management.

Ms. Sharp's extensive disaster experience includes responding to 14 federally declared disasters from hurricane to severe flooding across the nation. In helping communities recover from these disasters, Ms. Sharp utilized her technical expertise to support acquisition of funding and damage assessment through the National Flood Insurance Program (NFIP), the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program, and the development of Project Worksheets (PWs).

Ms. Sharp is also certified as a FEMA Contracting Officer's Technical Representative, a nationally accredited Floodplain Manager, and a participant of the Louisiana Floodplain Managers Disaster Response Team (DRT) in times of need.

Relevant and Related Experience

Senior Management Consultant, GIS Specialist | New York City Hurricane Sandy Recovery | Hagerty Consulting, Inc.

- Provided data management with GIS analysis, mapping, and support for NFIP Acquisition, Community Development Block Grants (CDBG), 404 Hazard Mitigation Grant, and 406 applications, and PA PW tracking utilizing ArcGIS Desktop, ArcSDE, ArcGIS Online, and Collector.
- Provided technical supervision to other contractors, assigning tasks and tracking progress for weekly manager's report.
- Performed risk analysis using Hazus and other GIS tools to support exercise, recovery, and response planning.

Senior GIS Technician | City of New Orleans, Louisiana, Roadway Repair | Trigon Engineers

- Provided GIS support and expertise for various projects including environmental/coastal restoration mapping and analysis, New Orleans roadway digitizing and analysis, and other projects as needed.

GIS Manager | City of New Orleans Grant Management | Jacobs Engineers

- Managed GIS staff and provided GIS analysis and support for the City of New Orleans Department of Public Works and Capital Projects Administration.
- Created, managed, and maintained datasets for Hurricane Katrina recovery efforts.
- Generated inventory management databases to aid the City in asset management.

Mary Sharp, CFM

GIS Specialist



- Coordinated and compiled data for distribution to designers, engineers, City Staff, City Sewerage and Water Board, and Entergy.
- Updated public web mapping portal depicting upcoming repair work.
- Managed and updated datasets for streets, waterlines, sewer lines, and storm drainage lines in geodatabase.
- Performed exaction, transformation, and load of data as needed.
- Used GIS to provide support and analysis for the New Orleans Department of Public Works and Capital Projects Administration resulting in increased damage identification and funding eligibility.

Lead Hazard Mitigation Grants Program (HMGP) Specialist | Louisiana FEMA Emergencies

- Created maps and reports used for upper level (United States presidential, federal, gubernatorial, and local) briefings following hurricanes Katrina and Rita.
- Designed application to track traditional mitigation projects from submission to funding to completion. Co-designed application to help speed Environmental Historic Preservation and Mitigation reviews and site assessments
- Responsible for assigning projects, performing quality control, and ensuring timely completion of products submitted to the unit.
- Ensured data covered by the Privacy Act and other Sensitive Datasets were protected as required by law.
- Complied with Office of the Comptroller of the Currency-approved Freedom of Information Act requests; provided GIS field support for the Louisiana Severe Storms and Flooding as a FEMA government information unit liaison with preliminary damage assessment team.
- Took damage photographs and collected GPS coordinates to generate maps and reports daily for local Office of Emergency Management and Governor's Office of Homeland Security and Emergency Preparedness.

Recovery Consultant | Disaster Recovery Consultant Services | City of Panama City, Florida | Hagerty Consulting, Inc.

- Consulting on contract to submit projects to FEMA and other federal agencies to recoup and rebuild.
- Working with the City leadership and engaging the citizenry to develop the City's Long-Term Recovery Plan to make the City the premier location in the Florida Panhandle.
- While going through the long-term recovery planning process, Hagerty continued to submit completed work projects to FEMA and Panama City was one of the first applicants to receive funding from FEMA and FDEM, which totaled \$14 million within the first three months of Hagerty starting work.

Emergency Management Consultant | Saratoga County, New York, Multi-Jurisdictional Hazard Mitigation Plan Update | Hagerty Consulting, Inc.

- Consulted on 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.

Emergency Management Consultant | Hazard Mitigation Plan | Rhode Island Emergency Management Agency (RIEMA) | Hagerty Consulting, Inc.

- Supported RIEMA to execute tasks related to threat assessments, hazard vulnerability assessments (HVAs), HIRAs, and critical infrastructure.
- Engaged by the state to support development of their first Threat and Hazard Identification and Risk Assessment (THIRA), incorporating hazard and threat data, resulting in a comprehensive analysis of capabilities, capability gaps, and recommendations to address identified capabilities.
- Integrated this initiative as well as additional HIRA analysis and mitigation strategy development into the state's HMP update.

Employment History

N2GIS Inc., Owner and Consultant, 2011-Present

Jacobs Engineers, GIS Manager, 2012-2013

Royal Engineers, GIS Specialist, 2011-2012

Witt Associates, GIS/Planning Specialist, 2011

Geofemme, Inc., Former Co-Owner and Consultant, 2001-2011

State of Louisiana Hazard Mitigation Section, IT Specialist/Database Administrator, 2008-2009

Department of Homeland Security, FEMA, Lead Hazard Mitigation Grants Program Specialist (GS-0301-12/1), 2008

Department of Homeland Security, FEMA, GIS Analyst (GS-0201-9/1), 2006-2008

State of Mississippi Department of Finance and Administration, Grounds and Real Property Management, Administrative Assistant IV, 1998-2004

References

Stephanie Dreher, P.E. | 1300 Perdido Street, New Orleans, LA 70112 | 601-826-1080 | auburntigersd@gmail.com

Kevin Williams, CFM | 130 228th Street SW, Bothell, WA 98021 | 479-264-3104 | kevinw.williams@fema.dhs.gov

John Catalanotto, P.E., PMP | 5100 Village Walk, Suite 101, Covington, LA 70433 | 985-288-2771 | john.catalanotto@fairwayce.com

Education

- Bachelor of Arts in Geography with an emphasis in GIS, University of California Santa Barbara

Relevant Certifications

- Certified Emergency Manager, International Association of Emergency Managers
- FEMA Professional Development Series Certificate
- FEMA Professional Continuity Practitioner- Level 1
- California Specialized Training Institute (CSTI)/Cal OES Terrorism and Homeland Security Specialist
- CSTI/Cal OES Emergency Management Specialist
- CERT Team Member
- FEMA ICS Courses: 100, 200, 300, 400, 700, 800, 120, 230, 922
- FEMA Business Continuity of Operations (COOP) Series
- CSTI: Terrorism 1, 2, and 3, Introduction to Emergency Management: Earthquake, Disaster Recovery, Emergency Planning, Rapid Assessment, Integrating Access and Functional Needs into Planning, Planning for Children in Disasters, Community Mass Care and Emergency Assistance
- Homeland Security Exercise and Evaluation Program (HSEEP) Course
- EOC Operations and Planning for All Hazards
- All Hazards Emergency Operations Center Team Course

Professional Bio

Mr. Tylor Headrick is an emergency management professional who has coordinated numerous preparedness projects across the United States, and has become a specialist in helping communities prepare for disasters in pre- and post-disaster recovery planning. He is a Certified Emergency Manager (CEM) with a specific expertise in Geographic Information Systems (GIS) and their applications in disaster recovery planning.

Mr. Headrick has used this expertise in extensive planning services to coordinate emergency preparedness activities for clients nationwide. He is adept at embedding within a client and working with multiple stakeholders to achieve preparedness planning goals and operationally exercise the finished products. At his previous employer, the Santa Barbara County Office of Emergency Management, he assisted them in their County Hazard Mitigation Plan Update, their Mass Notification System, their Emergency Management Platform, and chaired the county GIS group to help them become more prepared in the face of disaster response and recovery.

At Hagerty, he has most recently worked with San Diego County to develop a comprehensive post-disaster damage assessment plan and customized GIS survey tool. He has worked with a variety of clients to provide hazard mitigation plan map production and analysis. Mr. Headrick was also the lead planner on a large full-scale triennial exercise at O'Hare International Airport involving over 25 agencies, 600 participants, and 150 volunteers to test response and family assistance capabilities of the airport and first responders.

Relevant Project Experience

Project Lead | San Diego, California, Damage Assessment Plan | Hagerty Consulting, Inc.

- Led the development of a Comprehensive Damage Assessment Concept of Operations that captured damage assessment operations in the County following a disaster. The plan included roles and responsibilities and data requirements for state and federal assistance programs.
- Developed a customized GIS damage assessment tool for field use on mobile devices and tablets as well as a dashboard that aggregated data collected through the survey tool.
- Conducted stakeholder meetings to inform concept of operations and survey tool development to solicit feedback from working group members.

Mapping Analyst | Santa Rosa, California, Disaster Recovery | Hagerty Consulting, Inc.

- Conducted GIS analysis to connect damaged parcels to FEMA individual assistance claims.

- Developed maps that were used in a report providing a more accurate assessment of fire damage in the community.

Mapping Analyst | Cuyahoga County, Ohio, Evacuation Annex Update | Hagerty Consulting, Inc.

- Coordinated with County planners to obtain relevant GIS data to use in evacuation mapping.
- Developed evacuation maps for the County.
- Conducted GIS analysis on vulnerable populations in the County using Census data.
- Conducted a mapping exercise with stakeholders to identify evacuation assembly points and traffic control points.
- Developed detailed evacuation maps including vulnerable populations, evacuation assembly points, and traffic control points for four pilot communities.

Mapping Analyst | North Dakota Department of Emergency Management Hazard Mitigation Plan Revision | Hagerty Consulting, Inc.

- Conducted risk assessment GIS mapping analysis to determine hazard risk and vulnerability.
- Used the Hazus application to model impacts of earthquakes and hurricanes.
- Developed maps included in the hazard mitigation plan update (HMP).

Mapping Analyst | Rhode Island Emergency Management Agency Hazard Mitigation Plan Update | Hagerty Consulting, Inc.

- Conducted risk assessment GIS mapping analysis to determine hazard risk and vulnerability.
- Used the Hazus application to model impacts of floods, earthquakes, and hurricanes.
- Developed maps included in the HMP update.

Mapping Analyst | Saratoga County, New York, Multi-Jurisdictional Hazard Mitigation Plan Update | Hagerty Consulting, Inc.

- Conducted risk assessment GIS mapping analysis to determine hazard risk and vulnerability.
- Used the Hazus application to model impacts of floods, earthquakes, and hurricanes.
- Developed maps included in the HMP update.

Planner | Georgia Department of Natural Resources Project to Strengthen Disaster Resiliency | Hagerty Consulting, Inc.

- Assisted in conducting a resilience assessment for multiple coastal Georgia counties that identifies strengths and areas for improvement in regard to resilience and recovery capabilities.
- Conducted GIS analysis using Census data as part of resilience assessment.
- Developed a recovery and redevelopment guidance document for Georgia's private-sector that provided an overview of recovery processes and tools to help facilitate recovery.

Long Term Recovery Analyst | Hurricane Matthew Recovery – Chatham County, Georgia | Hagerty Consulting, Inc.

- Assisted with the initial response to Hurricane Matthew in the Emergency Operations Center (EOC).
- Embedded fulltime within Chatham County to assist with hurricane recovery.
- Coordinated Public Works and Parks department field assessments of damaged assets.
- Catalogued and organized the list of damage across the county and coordinated with county engineering department to display this and collect data spatially in real time.
- Assisted with Quality Assurance/Quality Control (QA/QC) of damage assessment data.
- Wrote some of the Project Worksheets (PWs) for these damaged assets.

Tylor Headrick

GIS Specialist



Planner | Brunswick Glynn County, Georgia, Water and Sewer Commission Climate Resilience Adaptation Strategy | Hagerty Consulting, Inc.

- Coordinated collection and display of GIS data supplied from client to analyze storm vulnerabilities in county water assets.
- Conducted analysis on water assets using the Environmental Protection Agency Climate Resilience Evaluation and Awareness Tool.

Emergency Services Planner | Santa Barbara County, California, Hazard Mitigation Plan Update | Santa Barbara County Office of Emergency Management

- Served as part of the team tasked with updating the Santa Barbara County Emergency Hazard Mitigation Plan. Tasked with coordinating all the maps and vulnerability assessments for the plan.
- In addition to completing the mapping and analysis for the county, coordinated with a group of jurisdictional mapping technicians to establish mapping consistency throughout the county plan and the jurisdictional annexes. This included sharing data, setting a consistent map style, and meeting with the mapping group regularly.
- Reported to the Multiagency Coordinating Committee (MAC) steering the county plan. Met with the MAC to establish and collect some of the key spatial data that would be in the plan such as the county Critical Facilities. These were then overlaid with the various hazards affecting the county to develop a hazard vulnerability analysis.

Employment History

Hagerty Consulting, Inc., Preparedness Associate, 2016-Present

Santa Barbara County Office of Emergency Management, Emergency Services Planner, 2015-2016

Santa Barbara County Office of Emergency Management, Independent Contractor, 2012-2015

Santa Barbara County and UCSB Emergency Management Group, Intern, 2011-2012

References

Dustin Ivers | 5580 Overland Ave, San Diego, CA 92123 | 858-565-3490 | dustin.ivers@sdcounty.ca.gov

Kevin Friis | 9300 Quincy Ave., 2nd floor, Cleveland, OH 44110 | 216-348-4220 | kfriis@cuyahogacounty.us

Jeff Young | 5300 Strawberry Farms Blvd, Columbus, Ohio 43230 | 614-205-8509 | jjyoung@franklincountyohio.gov

Education

- Master of Science, Operational Research, University of Warwick
- Bachelor of Science, Mathematics, University of Warwick

Relevant Highlights/Certifications

- 12 years experience at Risk Management Solutions

Professional Bio

Mr. Sam Gibson is co-head of RMS' Capital and Resilience Solutions. As Director, Mr. Gibson oversees the analytics and risk modeling work that is produced to help bring insurance-linked securities to market, including the innovative three-trigger parametric bond PennUnion Re, and the worker's compensation bond Golden State Re II, which used a modeled loss trigger based on ShakeMap ground motion data from the USGS. Sam has vast experience implementing the various RMS models into risk transfer products and also leads investor roadshow deal marketing.

Relevant Project Experience

Project Lead | Matterhorn 2020-2 Cat Bond | Swiss Reinsurance Company Ltd

- Provided expertise around catastrophe risk modeling to support issuance of excess mortality risk-based catastrophe bond.
- Designed innovative mortality index modeling technique.

Project Lead | Golden State Re II Ltd. 2018-1 Cat Bond | State Compensation Insurance Fund

- Provided expertise around catastrophe risk modeling to support issuance of innovative California workers compensation-based catastrophe bond.
- Designed structural mechanism of bond to support hourly risk mechanics.
- Supported marketing around bond including investor roadshow.

Project Consultant | Innovative Infrastructure Research for Prioritizing Critical Infrastructure Protection Activities | Department of Homeland Security

- Provided expertise to assist DHS in prioritizing crisis response and strategic risk analyses.
- Conducted an assessment around needs and capabilities, including developing, testing, and recommending implementation plans for several use cases.
- Provide ongoing test support, pre-adoption training, and documentation.

Employment History

RMS, Director, 2016-Present

RMS, Manager, 2014-2016

RMS, Consultant, 2010-2014

RMS, Analyst, 2007-2010

References

Anais Katz | 540 Madison Ave, New York, NY 10022 | 212-326-6976 | anais.katz@quantedge.com

Stephen Moss | The Argus Building, 14 Wesley Street, 7th Floor, Hamilton, HM11, Bermuda | 441-405-4860 | smoss@aeolus.com

Christian Husby | 29 Richmond Road, Hamilton, HM08, Bermuda | 201-848-6425 | christian.husby@acmanagers.com

Education

- Bachelor of Science, Astrophysics, The Ohio State University

Relevant Highlights/Certifications

- Three years of analyst
- Passed Level I of the CFA Program

Professional Bio

Mr. Jeff Sun is a senior analyst in the Risk Management Solutions (RMS) Capital and Resilience Solutions team in Hoboken, NJ. He has over three years of experience working on a broad range of projects aimed at helping both public and private entities assess and manage their exposure to catastrophic risks across the globe. In particular, he works closely with insurance-linked securities market participants and risk managers to deliver real-time analytics and create custom solutions to meet clients' strategic goals. This includes supporting the successful issuance of the Riverfront 2017 catastrophe (CAT) bond, the Trading Risk Awards 2018 Non-Life Transaction of the year.

Relevant Project Experience

Project Analyst | Golden State Re II Ltd. 2018-1 | State Compensation Insurance Fund

- Ran project analytics to quantify the risk associated with the catastrophe bond (California worker's compensation).
- Supported deal documentation in bringing the CAT bond to market.

Project Analyst | Torrey Pines 2017-1 | Palomar Specialty Insurance Co.

- Ran project analytics to quantify the risk associated with the catastrophe bond (earthquake, windstorm, severe convective storm).
- Supported deal documentation in bringing the cat bond to market.

Project Analyst | Las Majadas Wind Farm | Électricité de France Renewables

- Ran project analytics to quantify the hurricane risk associated with the wind farm.
- Presented findings to support insurance placement.

Employment History

Risk Management Solutions, Analyst, 2016-Present

References

Sam Gibson | 121 River Street, Hoboken NJ 07030 | 201-912-8603 | samuel.gibson@rms.com

Laurence Carter | 121 River Street, Hoboken NJ 07030 | 201-354-4878 | laurence.carter@rms.com

Theresa Lederer | 30 Monument Street, London EC3R 8NB, United Kingdom | 44 20-7444-7833 | theresa.lederer@rms.com

Laurence Carter

Catastrophe Modeler



Education

- Combined Bachelor of Science and Masters in Theoretical Physics, Durham University (UK)

Relevant

Highlights/Certifications

- Certified Catastrophe Risk Analyst (CCRA)
- Associate in Reinsurance (ARe)
- Passed Level II of the Chartered Financial Analyst Program

Professional Bio

Mr. Laurence Carter is a senior consultant in the Capital and Resilience Solutions team in Hoboken, NJ. He works on a broad range of projects aimed at helping both public and private entities assess and manage their exposure to catastrophe risks across the globe. Mr. Carter has experience working with clients to create custom solutions to meet clients' strategic goals. This includes developing a model for the Natural Capital Finance Alliance to enable financial institutions to stress-test their lending portfolios against drought scenarios events, working with the UK Department for International Development (DFID) to provide quantitative evidence of the potential scale of natural disasters that could be covered by insurance and leading the analytics for the Riverfront 2017 catastrophe (CAT) bond issuance, the Trading Risk Awards 2018 Non-Life Transaction of the year.

Relevant Project Experience

Project Lead | Optimizing Risk Management at the National Level | U.S. Department of Homeland Security (DHS)

- Provided expertise around catastrophe risk modeling to support nationwide evaluation of catastrophe risk.
- Mapped catastrophe hazard to assess impact to national critical functions.
- Presented results of national risk study and ports risk study to DHS leadership.

Project Lead | Protecting Healthcare Facilities from Catastrophic Earthquake Damage | Kaiser Permanente

- Ran project analytics to quantify the likelihood and potential severity of financial losses to a parametric financial transaction.
- Communicated risk of financial transaction to potential investors.

Analytics Lead | Assessing the Impact of Drought Events on Corporate Lending Portfolios | United Nations Environment Program Finance Initiative

- Designed drought risk modeling framework to assess risk to corporate lending institutions using catastrophe modeling techniques.
- Worked with stakeholders to wrap project analytics into easy-to-use Microsoft Excel Tool.

Employment History

RMS, Senior Consultant, 2013-Present

References

Conor Meenan | 60 Cheapside, London EC2V 6AX UK | cmeenan@disasterprotection.org

Marie Morice | UNEP Financial Initiative New York NY 10017 | 914-374-5050 | marie.morice@un.org

Rob Jardine | Lutece Re 58 Par-la-Ville Road, Hamilton HM11 Bermuda | 441-542-9112 | robert@lutecere.com

1.J SUBCONTRACTORS

Hagerty chose RMS to join the Hagerty team to bring a strong risk assessment component to the State's plan. RMS is a leading provider of models, data, and software that helps public entities, insurers, corporations, and financial institutions assess and manage their exposure to catastrophe risks across the globe. RMS' scientific and objective measurement of risk facilitates investments needed to reduce the consequence of disasters, promoting resilient societies and a sustainable global economy. As the world's largest catastrophe risk modeling company, RMS clients include 85 percent of the top 40 global reinsurance companies and all of the top 10 global Insurance Linked Securities funds.



RMS provides a wide range of probabilistic risk models to its client base, including natural catastrophe models for many natural hazards, terrorism, and cyber risk models, and models for life risks and the changing pattern of longevity. We believe that RMS' probabilistic approach to modeling of both hazards and impact has significant advantages over alternative approaches using tools, such as HAZUS. RMS has extensive data sets which can be applied to risk assessment to model hazards more effectively than HAZUS and has a deep understanding of risks faced today and what might be faced tomorrow.

RMS will complete the probabilistic and alternative risk assessment for the hazards identified in this planning project which is estimated to be approximately **15 percent** of the work for this project. This work will occur predominantly in the Assess Risk and Capabilities Phase; however, RMS staff will be available to support the project throughout the period of performance. The Hagerty Team has included a full description of the risk assessment in our project approach.

2. Technical Approach

The State of Nebraska is currently engaged in long-term recovery from the historic flooding of 2019. By leveraging the increased awareness of natural hazards and the importance of resiliency in the wake of these disasters, the State has an opportunity to build a robust plan that meets FEMA requirements and helps shape the recovery process through reinforcing mitigation goals by identifying appropriate mitigation projects. Proposed Project Manager, **Mr. Jim DeAngelo**, has managed mitigation plans throughout the country in areas impacted by disasters and is ready to work with the NEMA team to build a comprehensive plan.

Hagerty has the right staff, with the right experience, to create a plan that meets FEMA's requirements and aligns with the State's proposed project timeframe and provides a blueprint for state-wide mitigation resilience and mitigation efforts. Hagerty brings extensive state and local HMP experience and is ready to guide NEMA through all aspects of the planning process, from building the Mitigation Planning Team by identifying key stakeholders beyond traditional emergency management professionals, to performing an insightful risk assessment (RA) that informs strategic mitigation planning.

The Mitigation Planning Team is critical to project execution. We recommend the Mitigation Planning Team include the Governor's Mitigation Task Force, and other key agency stakeholders such as the Department of Natural Resources (DNR), and the Department of Energy and Environment (DEE) that fall outside of the traditional emergency management spectrum.

Our planners have the technical ability to create a plan that addresses FEMA's key concerns and comments from the previous planning effort, while also creating a strong and flexible framework for future plan updates. Hagerty's experience supporting long-term recovery and resilience planning in Nebraska has provided the Team with knowledge of key State and local stakeholders, an understanding of the hazard, risks, and vulnerabilities challenging the State, and insight into potential mitigation approaches and solutions.

Critical Factors for Project Success



1. Strong project planning and management with focus on schedule and FEMA requirements.



2. Hagerty's experience working with state governments and local agencies to update mitigation goals, understand hazard exposure and create mitigation solutions that are actionable, effective and realistic.



3. Hagerty's national expertise in emergency management, mitigation programs, and the funding streams that can be used to implement resilience projects.

The following provides an overview of Hagerty's understanding of project requirements, followed by our proposed approach to support the State.

2.A UNDERSTANDING OF THE PROJECT REQUIREMENTS

Hagerty recognizes the importance of the timeliness of this planning process to secure a FEMA-approved plan by the end of September in order to ensure continuity of coverage for eligibility of FEMA funding. If selected, Hagerty will ensure that all deliverables and the project schedule align with NEMA's expectations as outlined in the RFP, including aligning the State plan with existing NEMA plans, guidance, and requirements and incorporating information from existing local and regional plans. The Hagerty Team has extensive experience in HMP and other FEMA funding sources and is well aware of the connection between a complete and adopted plan and access to critical funding sources. The project schedule will be a key aspect of this project and will be a focus point for the Hagerty Teams project leadership.

The Hagerty Team has extensive experience complying with *Title 44 CFR parts 201.4 and 201.5* requirements to ensure our clients have FEMA-approved mitigation plans. For the State of Alabama's mitigation plan update, for instance, the Hagerty Team addressed each task identified by the State of Nebraska in this solicitation, to include organizing the planning process, assessing risk and capabilities, assisting to develop mitigation strategies, and finalizing the plan. **The final plan, which included each of the required components as outlined by 44 CFR 201.6, was approved pending adoption by FEMA, with no comments returned.**

To support the State, our Planning Team will leverage their experience and the tools provided in FEMA guidance throughout the planning process. As the planning process nears completion, the Hagerty Team will walk through each FEMA requirement and all previous FEMA comments and create a crosswalk, which will allow reviewers from both the State and FEMA to understand exactly where each requirement is addressed and how comments from previous planning efforts were incorporated into the plan and process. The crosswalk will be provided to the State and FEMA for review and will be used to help facilitate comment correction, should any be required.

Further, Hagerty will support the State by leveraging new information gathered from the Planning Team and other available information from sources such as National Dam Inventory, United States Department of Agriculture (USDA) Risk Management, and FEMA Risk MAP to develop an effective understanding of Nebraska's hazards and risks which will drive a goal focused plan. **Hagerty will incorporate data collected over the course of our work on the Long-Term Recovery Planning, Public Assistance, and HMGP work into the planning process – a unique advantage to choosing Hagerty.** Our Team will present the hazard data and vulnerabilities effectively, allowing stakeholders to understand the mitigation needs of the State. Hagerty has deep experience in developing and implementing successful planning processes that ensure a high level of engagement, effective information collection, and clear analysis to meet and exceed FEMA standards.

Finally, as a lynchpin for project success, Hagerty will apply our understanding of the State gained through our active project work to engage stakeholders to support the planning process. Hagerty understands that the success of this project will depend on successful coordination and engagement with all mitigation-related stakeholders, including FEMA Region VII. **An important consideration for Hagerty will be engaging all stakeholders, especially those representing populations who are most often disproportionately impacted by disasters, throughout the planning process so that all perspectives are considered in disaster mitigation, preparedness, response, and recovery.** The Hagerty Team has successfully

managed outreach campaigns focused on the whole community, which emphasize the use visual tools such as maps and tables. to help effectively communicate complex information and inform feedback.

2.B PROPOSED DEVELOPMENT APPROACH

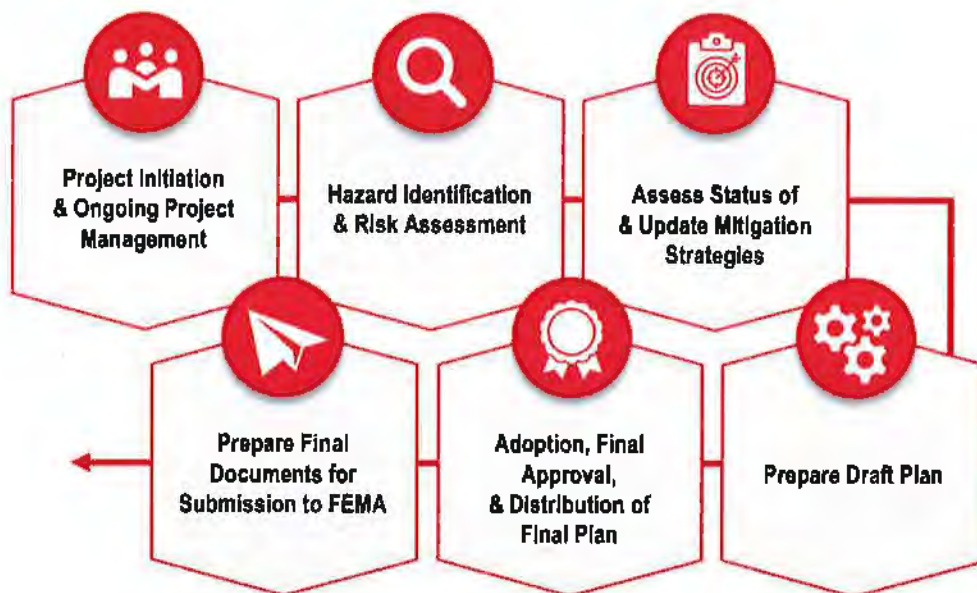
Hagerty's technical approach confirms our commitment to supporting a more resilient Nebraska through our collaboration with NEMA. As demonstrated through our technical approach, the Hagerty Team offers our leadership in mitigation strategy development to bring together federal, state, and local stakeholders to craft a compliant and actionable plan that can be executed to create a more resilient Nebraska.

The Mitigation Strategy is the heart of every HMP and therefore is integral to a complete plan. **Hagerty's approach will be to discuss the Mitigation Strategy throughout the plan development process.** Hagerty will begin to address the Mitigation Strategy during the Kickoff Meeting with the Planning Committee, reviewing past plans' mitigation goals alongside active disaster mitigation-related activity to discuss implementation progress to date. Hagerty, through our active work in this area, will integrate key aspects of the state's Long-Term Recovery Plan where appropriate. Specifically, we will integrate into the plan those Long-Term Recovery Plan objectives, strategies, and other elements that speak to the goals and priorities for a resilient Nebraska.

As further discussed in our approach, Hagerty will consider the capabilities and capacity available at the local level to carry out the actions being proposed, keeping in mind current activities surrounding mitigation from the 2019 disaster. Further, Hagerty will incorporate anticipated enhancements of mitigation priorities and goals at the federal level given the 2020 transition of Pre-Disaster Mitigation (PDM) program to Building Resilient Infrastructure and Communities (BRIC).

The following provides an overview of our approach to support Nebraska, followed by our detailed approach.

The Hagerty Team's Technical Approach Facilitates a Robust Planning Process for NEMA



Project Initiation and Ongoing Project Management

To be inclusive of stakeholders outside of NEMA, Hagerty will conduct an informal project planning call with the NEMA project sponsor and discuss the in-person kickoff meeting. To utilize existing and known workgroups, Hagerty suggests the kickoff occur with the Governor's Task Force for Hazard Mitigation. (Depending on the timing of the kickoff of the project, and due to the short-term nature of the project, the Task Force may be asked to meet outside of their typical planning meeting.) During the Governor's Task Force meeting kickoff, Hagerty will work with the group to establish a Technical Advisory Committee (TAC), identifying any additional stakeholders that may not have traditionally participated but may be relevant to the Hazard Mitigation Plan Update based on the 2019 floods, and subsequent long-term recovery planning process. To prepare for the kickoff meeting, Hagerty will host a project planning call with NEMA and confirm our agenda for the kickoff meeting. Using the feedback provided by NEMA, we will prepare materials (e.g. agenda, sign-in sheet, overview presentation, and reporting templates) to support execution of the kickoff meeting as well as the draft project management plan (PMP). Hagerty assumes for this meeting, Hagerty will draft any necessary materials, but NEMA will lead the invitation process.

Hagerty takes project management and coordination seriously. Developing a PMP to guide our projects is a firm-wide practice, aligned with the best practices established through the *Project Management Body of Knowledge* (PMBOK). Our PMP will:

1. Detail our methodology to develop a State plan that fulfills state and federal requirements, including *Title 44 CFR Section 201.4 and 201.5*;
2. Provide a comprehensive project schedule detailing deliverables and timelines;
3. Document project management methods, including regular status reporting; and
4. Articulate roles and responsibilities among the Hagerty Team, TAC, and other stakeholder groups.

During the in-person kickoff meeting, Hagerty will facilitate a discussion based on our agenda, which will review our proposed approach, confirm goals and objectives, validate the TAC, and discuss deliverables and associated timelines. **We anticipate one element of this discussion will be a detailed methodology associated with the HIRA for review and feedback by the TAC.** This methodology will include an analysis of hazards; development of hazard profiles; analysis of risk, impacts, and consequences; and analysis of hazard vulnerabilities and vulnerability factors. Overall discussion points and key considerations for the TAC will include:

- » Strengths and limitations associated with key local plans from throughout the state and the current State of Nebraska HMP;
- » Recent federally declared disasters and hazard events;
- » Critical infrastructure and facility databases and maintenance
- » Findings from the State-developed THIRA;
- » Available data and other considerations provided by NEMA;
- » Incorporation of new studies and scientific data, as well as Standard Digital Flood Insurance Rate Maps (FIRM), Flood Insurance Study (FIS) data, and appropriate Flood Risk Products; and
- » Risk Assessment tools and methodology.

Our methodology will be reviewed and edited based on feedback provided in the project kickoff meeting. Hagerty will present a revised methodology for review and feedback from the TAC prior to executing the overall HIRA.

Within five business days of the kickoff meeting, Hagerty will provide meeting minutes to the NEMA TAC for review and approval. Key decisions made during the meeting will be clearly documented, in addition to any specific next steps and action items determined. Leveraging the discussion held during the kickoff meeting, Hagerty will revise our draft PMP and project schedule, facilitating submission of the draft to NEMA no later than August 31, 2020 and the final draft by September 30, 2020.

Hagerty Will Collaborate with the State Early in the Planning Process to Determine Design Standards Similar to Those Currently Used in our Long-Term Recovery Project

Hagerty has learned that determining preferred map, table, and text design and formats, including details associated with font, color, and style, is important to establish at the beginning of the project. Hagerty will develop a sample format aligned with the planning work the Hagerty Team is currently engaged in with the State of Nebraska, including map and table templates for consideration if these are not prescribed in the standard design.



Stakeholder Management and Outreach

In addition to scheduling and supporting ongoing meetings with the NEMA TAC, Hagerty will support statewide outreach and involvement. Our support will include:

- » Collaborating with members of the TAC to identify stakeholders across the State to participate in planning meetings;
- » Crafting an outreach and messaging strategy to garner input from additional State and federal agencies and other interested parties, including schedule for updates via email, social media, websites, and other relevant print and broadcast media; and
- » Developing electronic survey(s) to post to the NEMA webpage, Nebraska Responds website, and/or other relevant webpages to solicit input from the public to inform the project.

The Hagerty Team will coordinate with other outreach efforts, including those associated with long-term recovery from the 2019 disasters, to develop a **Public Outreach and Messaging Strategy**. The Strategy will incorporate specific and targeted communications for different stakeholder groups, accompanied by pre-scripted messages and a distribution schedule. These communications will be updated, as appropriate, as the project progresses and/or timelines are adjusted. Our Team will also document all public outreach efforts and feedback received on an ongoing basis, facilitating ease of incorporation into the final plan.

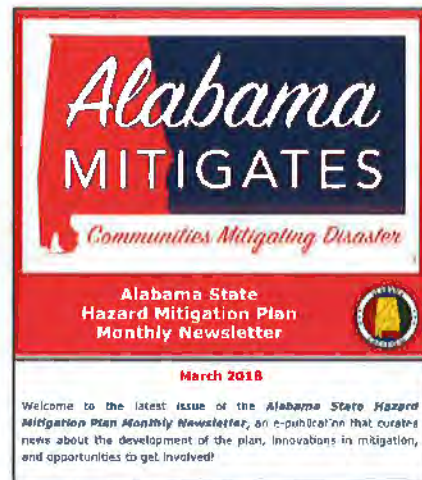
Hagerty will collaborate with the TAC to determine the time and location of stakeholder meetings. Hagerty proposes to execute four stakeholder meetings in various locations across the State, and that those meetings occur once the hazard profiles and risk assessment are completed.

Monthly Electronic Updates

To support stakeholder management and outreach, the Hagerty Team proposes developing monthly website updates and coordinating with NEMA points of contact to integrate updates on the agency's monthly newsletter. Hagerty can provide talking points or participate in standing calls with local counties to inform and request feedback during the planning process. **Using existing tools and information vectors and providing regular updates will keep all project stakeholders, including the TAC, participating agencies and departments, other interested organizations, and the public informed on the plan update.**

The Hagerty Team has developed similar monthly updates for other local and state hazard mitigation plans and have found them to be an efficient and effective tool for **maintaining awareness, ensuring transparency, and promoting engagement** across a large and diverse stakeholder group throughout the planning process. Content of the monthly updates will be confirmed upon project initiation and may include hazard-specific information, successful mitigation projects, highlights about community groups, tips for individual mitigation and personal preparedness, and promotion of upcoming events and surveys. The newsletter will be designed in a print-friendly format, to enable NEMA to share with individuals without computer/internet access and in an accessible manner that complies with all accessibility laws. If translation services are required, Hagerty will coordinate with NEMA to leverage available State resources for communication needs.

Monthly Electronic Newsletter Sample



Ongoing Meetings with the Technical Advisory Committee

As part of this planning effort Hagerty proposes five in-person working meetings with the TAC. To facilitate strong schedule adherence and the crucial attendance and participation of the TAC, Hagerty will coordinate with NEMA leadership to establish meeting dates, times, and locations to the extent possible at the beginning of the project. The in-person TAC meetings will be supported with webinars, phone calls, and emails to effectively capture and share information throughout the planning process.

Hagerty Proposes to Execute Five In-Person Planning Meetings with the TAC



Hazard Identification and Risk Assessment

Following project initiation, Hagerty's professionals will begin our process to develop the State plan. This process will first focus on a comprehensive HIRA. To support the HIRA and subsequent tasks necessary to update the plan, Hagerty may use survey tools and questionnaires to efficiently collect information from jurisdictions and agencies across the State. This process may include questions to local government staff related to local plan updates; what hazard mitigation projects have been successfully implemented across the State; what disasters and emergencies have occurred since relevant plan updates occurred; and what impacts those events have had to jurisdictions and agencies. The Hagerty Team will also review documentation from jurisdictions, including damage descriptions, local plans, and other plans and studies relevant to plan development identified in collaboration with NEMA.

Hazard Analysis and Profile Development

The Hagerty Team will work alongside the NEMA TAC to identify hazards, create profiles, and incorporate new hazards and stressors between relevant plan updates and present day. The Hagerty Team understands that NEMA seeks hazard profiles for those included in the current State plan, including Animal Disease, Plant Disease and Pests; Dam Failure; Drought; Flood/Flash Flood; Levee-Failure/ Overtopping; Severe Winter Storms; Severe Thunderstorms (hail/wind/rain); Terrorism; Tornado; and Wildfire. **Following the 2019 disasters, we anticipate conducting an enhanced analysis of flood risks.** We anticipate this analysis will include an assessment of future hydraulic or hydrologic conditions due to channel migration and/or levee breaches as a result of the 2019 flooding events. To the greatest extent possible, Hagerty will also ensure this analysis accounts for future climate conditions.

Hagerty will initiate the process to update the HIRA by reviewing each hazard against the most current disaster and hazard occurrence data, including information such as: emergency and disaster declarations since the previous plan update; data from the National Climatic Data Center (NCDC); information from the National Levee Database; the US Climate Resilience Toolkit; information from the USDA Risk Management Agency; relevant data from the National Drought Mitigation Center; data from the High Plains Regional Data Center; US Census data; National Weather Service (NWS) data; information from the United States Geological Survey (USGS); and USACE National Dam Inventory. Additions, deletions, and edits based on this review will be made to ensure the most complete list possible of identified hazards having the potential to impact communities in the State.

Each hazard profile will be reviewed, gaps will be addressed, and outdated information will be replaced with the latest available scientific information. To further both development of hazard profiles and analysis of vulnerabilities, the Hagerty Team will:

- » Collect and review the complete listing of critical facilities, including building contents.
- » Review key local plans to incorporate regional and local plan hazard rankings, vulnerability analysis, potential losses, and mitigation strategies; and
- » Update hazard profiles to include all emergency and presidentially declared disasters events that have occurred since plans were most recently updated.

Risk Assessment

The risk assessment will build upon the previous versions of the State plan to complete a comprehensive update using a combination of readily available data; interviews with county, municipal, and other stakeholders; historical research; and stakeholder input. Outreach to stakeholders will be robust to integrate the best available local information into the State plan.

The key update to the 2020 plan risk assessment will be to consider future conditions following FEMA's *State Mitigation Plan Review Guide*. Hagerty Team members worked with FEMA to develop the State Mitigation Planning Key Topics Bulletins, including one focused on risk assessment. This Team is uniquely qualified to develop risk assessment profiles that address future conditions since they developed the guidance on how to complete this task.

The risk assessment will focus on understanding how risks and vulnerabilities have changed since the last plan for all previously profiled hazards. Over the last few years, there has been a significant uptick in the number of presidentially declared disasters and emergency declarations nationwide, as well some of the worst natural disasters seen across America. **The risk assessment will pay attention to changes in the extent and probability of each hazard while updating the worst-case scenarios to incorporate more recent events.** The Hagerty Team will actively solicit both quantitative data and qualitative reports to augment the risk assessment.

Hagerty has engaged RMS to provide risk analysis utilizing current information which is constantly updated based on exposure analysis. RMS has the capability to run probabilistic catastrophe models on the following hazards: tornado, hail, straight line wind, winter storms, wildfires, earthquakes, and flood.¹ Any additional identified hazards, such as dam failure, drought, and terrorism will be addressed utilizing available data sets and alternative analysis. **By implementing RMS' capabilities instead of HAZUS, Hagerty is able to provide a more current and relevant risk picture for a greater variety of hazards.**

The Hagerty Team will leverage the following process to execute the risk assessment:

Stage I: Compile Exposure Data

In order to produce a set of analysis results that is both comprehensive and decision-useful, the Hagerty Team will use a combination of RMS' internal data sets, publicly available data sets and, where available, the State's data sets.

First, RMS will assess the applicability of several of its proprietary exposure data sets for use in the project. RMS uses a bottom-up approach to developing asset data sets, involving data sources such as census demographics, business statistics, public property information, and construction cost data. These data sources allow RMS to develop accurate building inventory, building size, and replacement cost value for all exposure classes. These exposure sets are validated by assessing how effectively the data represents the industry, achieved through looking at temporal trends in population, economic, and property data, and by

¹ RMS models for flood can be run with and without defenses to address levee failure.

looking at localized aerial imagery. RMS proposes to use its economic exposure database, its insured exposure database, and its human exposure database to support the risk assessment.

Next, the Hagerty Team will supplement RMS's economic data sets with additional data sets from publicly available sources. These types of data are likely to be predominantly public and private assets that are critical to the safety, security, and ongoing economic productivity of the communities in Nebraska. Collecting these data sets will occur early in the mitigation planning process through close coordination with the TAC. We anticipate these data sets will include, but are not limited to: public hospitals, public schools, cell phone towers, and power plants. Data will be converted into a format that can be entered into RMS' models. The Hagerty Team will consider up to eight publicly available data sources.

Finally, the Hagerty Team will review data that Nebraska has on-hand for potential inclusion in the study. It is possible that the State has better data for certain asset classes than would be available to RMS through public sources; if this is the case, the Hagerty Team will work to replace data with that from the State. Data will be converted into a format that can be entered into RMS' models, leveraging up to three of the State's data sources.

Stage II: Run Risk Analyses

The purpose of this stage will be to run RMS' various risk assessment methodologies over the compiled exposure data and to present the results in a user-friendly format, including maps and tables. For most hazards, the Hagerty Team will complete the risk analysis leveraging RMS's probabilistic catastrophe peril models. For other perils, the Hagerty Team will use publicly available data sets in conjunction with RMS expertise to produce insight into the risk to the State. The probabilistic nature of the models means that a full stochastic set of events (i.e. thousands of possible scenarios) will be run over exposure data, with the modeling comprised of the following distinct phases:

- 1. Stochastic Event Module:** The stochastic event module contains several thousand versions of what the next event to hit a region could be. Each of these events has a distinct set of parameters defined, as well as an associated annual probability of occurrence. For example, the RMS US earthquake model has over 250,000 stochastic events encompassing the full range of possibilities for earthquakes that could hit the US.
- 2. Hazard Module:** The hazard module converts each stochastic event into a hazard footprint taking into account event properties and on-site conditions. For example, the RMS US earthquake model contains ground motion prediction equations that estimate ground shaking by considering local soil data, as well as landslide and liquefaction susceptibility.
- 3. Vulnerability Module:** The purpose of the vulnerability module is to convert an on-site hazard value into a physical impact (e.g. percent damage, loss, downtime) for a specific structure. This module has been developed through assessing engineering studies and insurance claims data and contains separate vulnerability functions for a large range of different structures, including critical infrastructure.
- 4. Financial Module:** The financial model converts individual location level damage into location-specific impacts and aggregates these across the entire portfolio of locations, taking into account correlation between locations.

The Hagerty Team will produce the risk analysis results at both the state and county levels. Hagerty will compile results for an additional four metropolitan areas, based on zip code, as determined by the TAC. These areas will be determined early in the planning process and could represent areas particularly impacted in recent flooding or major metropolitan areas, such as Lincoln. The results will be produced in terms of average annual impact and 1-in-100-year impact.

For those perils where RMS does not have probabilistic catastrophe peril models, RMS will use the following techniques:

- » **Dam Failure:** The Hagerty Team will use the latest available National Inventory of Dams data set in conjunction with its own exposure data sets and accumulation software to identify regions of concentrated exposure in close proximity to dams.
- » **Drought:** The Hagerty Team will use Nebraska-specific data compiled for previous projects that looked into the spatial precipitation index across the US to identify historical droughts, along with potential hazard scenarios for future droughts.
- » **Terrorism:** The Hagerty Team has various terrorism data sets that could be used to assess the impact of a terrorist attack in the State. While terrorism is a threat to Nebraska, it is not a required hazard for this planning effort. FEMA will not review any include terrorism data as part of their review and approval process. Should terrorism be of interest to the State, RMS will work with Hagerty and the TAC to define what the scope of the analysis will be.

The Hagerty Team will provide commentary on how the risk to each hazard might evolve due to changes in exposure and/or changes in climate. This discussion will be influenced heavily by the TAC and information gathered while profiling hazards. Understanding how the risk exposure might change is critical to developing mitigation actions that are effective now, and those that are needed to mitigate future conditions. This discussion will be included in the plan, addressing both future climate conditions and other items identified by the TAC.

Hagerty will then compile the hazard analysis, hazard profiles, and risk assessment for review by the TAC. **During this meeting, Hagerty will discuss mitigation strategies and best practices for each hazard.** An understanding of how each hazard impacts the State and what the potential mitigation actions could be is critical to helping the State identify distinct mitigation actions which will help build the framework for the mitigation goals for the plan and for NEMA in this critical post disaster environment. During the review meeting, Hagerty will collect feedback from the TAC to best understand the perception of risk each of the hazards poses to the State and what understanding the TAC has about how the hazard might have changed due to recent events and how it might change in the future. The discussion of mitigation strategies will also allow the team to rank the hazards based on risk exposure and will be a critical step to understanding where additional mitigation actions might be required.

Capability Assessment

A capability assessment is a critical component of the overall assessment to ensure the TAC and local jurisdictions are developing mitigation strategies that are feasible and implementable. Through our extensive

Hagerty's Project Manager, Jim DeAngelo has 10 years' experience conducting multi-jurisdictional and statewide assessments to comply with FEMA standards, as well as to ensure mitigation strategies are implementable for all responsible stakeholders.

experience in leading capability assessment process, the Hagerty Team has developed tools and processes to gather information efficiently and develop a comprehensive picture of the statewide capabilities to implement mitigation actions to reduce risk to the impact of identified hazards.

Hagerty will conduct research and facilitate a simple data gathering process with the State, local jurisdictions, and other identified stakeholders to identify capabilities across agencies and departments in existing plans and regulations; financial processes and staff; administrative and technical staff and systems; and public education and outreach systems. The State administrative plan will also be reviewed. Hagerty will then assess those capabilities to determine how they could be leveraged to implement mitigation actions. In addition to assessing existing capabilities, the capability assessment will identify gaps in resources, including how State and federal resources can complement existing or future capabilities.

Hagerty will complete a plan integration assessment to identify how the mitigation strategy from the current State plan does or could align with other plans and policies, like comprehensive plans, flood prevention regulations, and building codes. Additionally Hagerty will coordinate with the TAC to develop a process and timeline to integrate local and tribal mitigation plans by streamlining the review process and facilitating an understanding of risk and mitigation strategies. Hagerty will perform an analysis on relevant laws; regulations; and State, local, or Tribal pre- and post-disaster policies and programs to evaluate their effectiveness in meeting the mitigation goals established in previous planning efforts and inform the update of the mitigation strategy. Hagerty will use this analysis to inform recommendations for mitigation actions to address any gaps in these laws, regulations, policies, and programs to meet Nebraska's mitigation goals.

Hagerty will execute a meeting with the TAC to review the capability assessment, validating our findings and adding additional capabilities, as necessary. During the review meeting, Hagerty will collect feedback from the TAC to best understand how capabilities will inform mitigation actions and strategies, including future capability to address anticipated future hazards. The discussion of mitigation strategies will also allow the Team to prioritize areas where the State may invest to improve capability.

Assess Status of and Update Mitigation Strategies

To develop a robust plan, Hagerty will first review prior plan mitigation actions identified in both the 2014 and 2019 hazard mitigation plans to characterize and document actions fully for successes, lessons learned, losses avoided through implementation, and appropriateness for continuation in the State's 2020 plan. We will also incorporate hazard mitigation strategies identified

As Hagerty assesses the status of and updates mitigation strategies, our professionals will also incorporate tactics identified during the long-term recovery and resilience planning process. We will solicit additional strategies from the Hazard Mitigation Task Force and Infrastructure Recovery Support Function.

during the 2019 floods long-term recovery and resilience planning process. We will solicit additional strategies from the Hazard Mitigation Task Force and Infrastructure Recovery Support Function.

As part of our review, Hagerty will incorporate mitigation work that is ongoing or has been completed due to the recent flooding events. Often natural disasters highlight the immediate mitigation needs of a community for that particular hazard. Hagerty will work with the TAC and stakeholders to assess mitigation needs and include them as appropriate in the mitigation plan. Where possible, experienced losses will be qualitatively

characterized to identify actions involving policy, code change, or education and outreach. In addition, the Hagerty Team will coordinate with the TAC to review potential future mitigation actions to improve community resiliency, such as large-scale flood mitigation.

Hagerty will also review mitigation actions from local plans across the State to understand mitigation needs prioritized by local and Tribal governments. This review will help the State plan effectively integrate mitigation priorities from the local level. Hagerty's review will include a succinct analysis of what has worked historically and what has not, which will help establish parameters and guidance ultimately enabling stakeholder input and engagement to directly inform the State's agenda for mitigation moving forward. Hagerty will execute this task by developing a tracking tool to capture plan data and information from stakeholders to populate mitigation strategies.

The Hagerty Team will then facilitate an in-person meeting with the TAC that will focus on updating the mitigation strategy, refine existing plan goals, and validate the prioritization process for hazard mitigation strategies. During this meeting, the Team will facilitate a conversation that will:

- » Present known progress in mitigation efforts, including projects that have been completed, removed, and deferred;
- » Propose a ranking system to evaluate and rank each project;
- » Propose a range of mitigation actions specific to each hazard, with an emphasis on new and existing buildings and infrastructure;
- » Identify agencies and funding sources for mitigation actions to support implementation; and
- » Present a comprehensive update to the mitigation strategy based on our proposed ranking as well as existing and new projects.

During this discussion, Hagerty's professionals will gain concurrence and additional input regarding the mitigation strategy, including additional projects and adjustments to the ranking system to finalize the strategy across the State. Based on this input, our Team will finalize revisions to the plan.

Hagerty understands smaller communities across the State have limited capacity and resources to support mitigation. Hagerty will ensure the ranking system developed accounts for this consideration in order to support comprehensive mitigation program support across Nebraska.

A critical aspect of the plan will be identifying key actionable mitigation projects that work toward the State's mitigation goals and addresses each hazard. Through close coordination with Hagerty staff assisting Nebraska to develop mitigation grants, additional mitigation project ideas will be identified at the State level which could be prioritized for future grant opportunities. By identifying and prioritizing these actions with this plan update, the State and communities can begin preparing for mitigation action early and align funds, complete preliminary studies, and garner public support. Hagerty will develop recommendations for consideration by the TAC associated with both goals and prioritization, incorporating the HIRA and capability assessment previously developed. Once mitigation goals and strategies are established, Hagerty will facilitate a meeting with the TAC to identify direct mitigation actions for each identified hazard. Hagerty will work with NEMA leadership to identify agencies to lead the implementation processes and funding sources for each approved mitigation action.

Stakeholder Engagement Workshops

During this phase, Hagerty will collaborate with the TAC to schedule and execute stakeholder meetings. Meetings will be scheduled for efficiency and will make use of virtual meeting tools to the extent possible. In-person meetings will be scheduled in a way to reduce travel costs when possible, while maintaining the required touch points with stakeholders. Our Team will design and schedule sessions

to support brainstorming strategies associated with hazard mitigation, evaluation of potential solutions, and overall buy-in to the plan and planning process. Materials to support the meeting, including presentations and summary materials, will be developed to support each meeting. Further, our Team will develop a tool to facilitate monitoring these meetings, serving as a useful repository of information which makes reporting and subsequent updates more efficient.

Gathering stakeholder feedback can be challenging. In addition to seeking feedback through active facilitation, Hagerty may also provide stakeholders with feedback sheets to capture written comments during in-person workshops.

Prepare Draft Plan

Hagerty will leverage previously developed information, assembling the draft plan to include an Executive Summary, Hazard Identification, Analysis and Profiles, Hazard Impact, Risk and Vulnerability Analysis, and Capability Assessment. Hagerty will provide the first draft of the document to the TAC prior to facilitating an in-person meeting to discuss the document's format, structure, and content. Our Team will collect feedback at the meeting and written comments, using this input to revise the plan for final review by the TAC. Hagerty will confirm edits and adjustments made to the plan, and discuss any outstanding issues for consideration by the TAC. The final draft plan, including tables, graphs, and maps, and will incorporate all feedback provided on the second draft provided by the TAC.

From a foundational perspective, Hagerty will ensure the revised State plan will include:

- » Revised and updated jurisdictional authorities, information specific to participation in the National Flood Insurance Program (NFIP), and other information specific to municipal partners (local planning mechanisms, processes to integrate hazard mitigation information into local planning mechanisms, etc.);
- » Changes in development and associated vulnerability across the State and within jurisdictions;
- » Updated mitigation efforts based on information provided from State agencies and municipal partners;
- » Revised processes for plan monitoring, including how, when, and by whom the plan will be monitored, evaluated, and updated over time;
- » Updated public participation processes and TAC planning process, based on information to-date; and
- » Fully addressed comments from FEMA gathered from previous update cycles.

Hagerty will then incorporate additional elements into the draft plan, creating a comprehensive final document for review by the State and all stakeholders. This will include:

- » Documentation of stakeholder outreach and management, public engagement, strategy development, and other components of the planning process. This will include a description of actions coordinated

with project stakeholders during the planning process, along with contact logs, meeting notes, and other materials leveraged to support stakeholder engagement.

- » The process for plan maintenance, review, evaluation, and implementation. Hagerty will provide the State with a template for progress reports and supporting guidance for reconvening the mitigation TAC to conduct annual reviews.

After the final elements are incorporated into the plan, Hagerty will share the final draft with the TAC and stakeholders for review. Hagerty will execute a final meeting, at which we will review the complete State Standard Mitigation Plan Regulation Checklist based on the most recent version of the *FEMA State Mitigation Plan Review Guide* (current version effective March 2016). Hagerty will provide a plan review matrix to capture final feedback from the TAC associated with the plan, and all comments will be reviewed with the State prior to incorporating.

Hagerty will work with the State to ensure the plan is posted online and that the public continues to be engaged properly to ensure their awareness and review of the draft plan. When properly advertised, on high-traffic websites for example, Hagerty has found online surveys to be an efficient and effective way to field public review and comments. In addition, a public open house meeting could be held, in tandem with the final review meeting with the TAC, to maximize travel for stakeholders and the planning support team. Hagerty will ensure feedback is incorporated, delivering a final plan on or before September 30, 2020.

Prepare Final Document for Submission to FEMA

Hagerty will work with the State to support plan review from FEMA. While we do not anticipate there will be any issues requiring revisions to the plan, Hagerty will work alongside the State, NEMA, the TAC, and FEMA to address any issues that may result in "Requires Revisions." This includes responding to questions and making edits to elements of the plan as necessary and required to support approval.

Adoption, Final Approval, and Distribution of Final Plan

Hagerty's professionals will work with the State to understand and prepare for plan review and adoption. This support will include developing draft resolution language, along with presentations and other materials, to support adoption. Subsequent to adoption, Hagerty will assist the State in submitting resolutions to FEMA for final plan approval.

Project Closeout

Subsequent to plan adoption, Hagerty will initiate the project closeout process. Hagerty will prepare editable versions of documentation associated with the plan, delivering a complete catalog of project data sets, maps, GIS files, the final plan, and executive summary in native and .PDF formats to be placed on the State website and for future planning, as appropriate. **This includes templates for progress reporting and supporting guidance for reconvening the TAC and conducting annual reviews.**

This step will mark the completion of all contract related deliverables and the end of the plan update, provided the State does not engage Hagerty on additional tasks. Following the conclusion of the planning process, Hagerty will provide a memorandum documenting any additional recommendations to enhance mitigation and resilience across the State. This memo will serve to build (where needed) on anything not covered in the

State's long-term recovery plan and updated mitigation plan, providing guidance on how Nebraska can further build based on known federal and State established priorities in areas of mitigation and resilience.

As a component of our closeout process, Hagerty's project management team will conduct a closeout meeting with the State to review the project and Hagerty's performance. Feedback provided during this meeting will be used to enhance Hagerty's

In Hagerty's performance management system, Perfolio®, Lee County, FL rated our overall performance as exceptional (5 out of 5), describing our professionals as "responsive, professional, and knowledgeable" after our completion of their Multi-Jurisdictional HMP update.

approach on future mitigation projects, as well as any future endeavors we may support for the State. Hagerty will also provide the State and the TAC with an opportunity to evaluate our performance through our proprietary performance management system, Perfolio®. Both the closeout meeting and the survey are integral to Hagerty's project work as we look to continually find ways to improve our client service, both as a firm and through the performance of our personnel.

2.C COMPLETED TECHNICAL APPROACH SECTION V.B, 1-5G

V.B HAZARD MITIGATION PLAN (HMP) UPDATE:

The Contractor will work with NEMA to revise and update the State Hazard Mitigation Plan (HMP) consistent with Federal Emergency Management Agency's (FEMA) mitigation planning process, State Mitigation Plan Review Guide, tribal mitigation planning resources, risk assessment resources, mitigation program integration resources, and other hazard mitigation planning resources. These tasks will include, but are not limited to, the following:

1. **Organize the Planning Process and Resources** – assist with identifying, inviting and documenting key stakeholders to be involved/participate in the planning process to include, but not limited to, State Departments and Agencies, local jurisdictions, Federal Partners, and the business community. Describe the planning process to include the coordination with stakeholders during the process of developing the HMP.

Please provide timeline and methodologies

Schedule provided at the end of the response section, below.

Bidder Response

Hagerty understands the importance of producing a plan that meets the State's needs while providing a meaningful and FEMA accepted planning process and final plan. To help ensure the success of the plan, Hagerty will coordinate closely with NEMA to establish a strong project schedule with milestones, deliverables, and meeting dates determined before the project kick off meeting. This schedule will be integral to Hagerty's project management plan. A strong schedule will also allow for members of the TAC to fully participate in the planning process and facilitate greater coordination with other stakeholders. In addition to scheduling, Hagerty will partner with NEMA to identify, invite, and document key stakeholders from the whole community to participate in the planning process including: State departments and agencies; federal partners; non-governmental organizations; universities; and representatives from the business community. By planning the work and then working the plan, Hagerty will successfully guide the state through the planning process and produce an effective hazard mitigation plan that meets FEMA requirements.

2. **Risk Assessment and Capabilities** – review 2014 and 2019 state mitigation plans, as well as local mitigation plans, to identify hazards impacting the State. Determine if there are any changes regarding the hazards. Profile the hazard events including description of location and extent of previous natural hazard occurrences as well as probability of future occurrences. Assess the vulnerability to the hazards and identify assets impacted – include critical facilities. Assess potential losses as a result of the hazards identified.

Please provide timeline and methodologies

Schedule provided at the end of the response section, below.

Bidder Response

A key part of initiating the plan update process is to identify the risks faced by a community that require mitigation, and to understand the capabilities of the participating jurisdictions to carry out mitigation projects and policies. The risk assessment is the foundation for the rest of the hazard mitigation planning process. The Hagerty Team includes RMS, an expert in the field of risk assessment. The risk assessment will include the identification of natural hazards that affect the State; the development of hazard profiles that describe the location, extent, severity, past occurrences, and probability of future occurrences of the natural hazards; identification and assessment of risk, impacts, and consequences of hazard events; and analysis of vulnerabilities of assets and populations to hazards. We will leverage available national and State data sets to update the plan risk assessment sections and integrate local plans from throughout the State, including the 2014 and 2019 State mitigation plans. **Our Team will understand and document the vulnerability of State assets and estimate the potential dollar losses to these assets, properties, and people. Repetitive Loss (RL) and Severe Repetitive Loss (SRL) properties will be addressed in the risk assessment process, and the updated Risk Assessment will include a breakdown of the entities that maintain RL/SRL lists at the State and local level. The updated risk assessment will also reflect updated climate change projections and recent disaster impacts.**

Hagerty's professionals will review, update, and evaluate NEMA's hazard mitigation management policies, programs, capabilities, and available funding. This includes examining the following areas: planning and regulation; administration and technical support; funding; and education and outreach to identify strengths and potential gaps. Our Team will review and evaluate local and tribal mitigation plans, policies, programs, and capabilities and local and tribal mitigation plan development processes. Our detailed approach to development is outlined in **Section 2.B: Proposed Development Approach.**

3. **Assist in development of a Mitigation Strategy** – conduct a review of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards based on the findings of the Risk Assessment and capabilities review that represents a long-term vision for hazard reduction. Address Repetitive Loss (RL) and Severe Repetitive Loss (SRL) in the mitigation strategy.

Please provide timeline and methodologies

Schedule provided at the end of the response section, below.

Bidder Response

Hagerty will assist NEMA in setting priorities and goals for mitigation in the State. Our Team will provide technical assistance on how to develop and prioritize long-term strategies for avoiding or minimizing disaster vulnerabilities. This will include addressing how the mitigation actions will be implemented and administered, including current and potential sources of funding. Our work to update the mitigation strategy will include incorporating funding prioritization for local mitigation projects; coordinating

between local and tribal plans and the State plan; addressing RL and SRL through aligned mitigation goals, actions, and funding sources; and leveraging the findings of the capability assessment. Our detailed approach to development is outlined in **Section 2.B: Proposed Development Approach**.

4. **Finalize the State Plan and plan maintenance** – involves finalizing the plan for submittal to FEMA for approval. Also includes providing input for a method and schedule for keeping the plan current and monitoring progress.

Please provide timeline and methodologies
Schedule provided at the end of the response section, below.

Bidder Response
Hagerty will create a draft plan for stakeholder review and will work with NEMA to incorporate any stakeholder feedback. The final draft plan will include appendices with relevant planning process materials and other referenced information. Hagerty will coordinate with NEMA to determine a method and schedule for keeping the plan current and monitoring progress of the mitigation strategy implementation. Hagerty will support NEMA through the process of approval of the plan by FEMA and adoption of the plan by the Governor.
Our detailed approach to drafting, finalizing and adopting the plan is outlined in **Section 2.B: Proposed Development Approach**.

5. **Additional sub-tasks** included in this effort may include, but are not limited to:
- a. Document stakeholder participation in the HMP update as required via sign in sheets, meeting minutes, completed surveys, etc.

Please provide timeline and methodologies
Schedule provided at the end of the response section, below.

Bidder Response
Hagerty will create documentation for planning meetings and public meetings as well as phone logs and progress reports and procedure memos. Other documentation will include relevant emails, sign-in sheets, presentations, work sheets surveys, and other materials used to capture input, feedback and direction throughout the process. All materials will be captured and provided to NEMA as an organized addendum to the plan. This material is useful to show the full extent of coordination between the TAC and stakeholders and helps to document the process for FEMA reviewers.

- b. Review local hazards within the State and incorporate data, as necessary.

Please provide timeline and methodologies
Schedule provided at the end of the response section, below.

Bidder Response
As part of the update process described previously in this document, Hagerty will review the current plan alongside local and regional plans to create hazard profiles for use in the planning process. It is important that the TAC and stakeholders are aware of hazards and provide insight and updated information related to those hazards and recent impacts. Updating the hazard profiles to include new data such as flooding, and incorporating new information is a key aspect of the plan update that Hagerty is well versed in completing.

- c. Incorporate other plans/studies into the HMP and update as deemed necessary by NEMA.

Please provide timeline and methodologies

Schedule provided at the end of the response section, below.

Bidder Response

As part of our project initiation phase Hagerty will coordinate closely with NEMA staff to identify and obtain additional plans and planning materials to review and incorporate into the plan update. We will also review local and regional plans, like those for the DNR. We will cross reference the plans and create tools to help understand how the plans relate and differ. Other plans, such as community improvement plans, State budgets and expenditure plans, and emergency response plans will also be reviewed and incorporated as appropriate.

- d. HMP will be updated to include relevant information from recent disaster events.

Please provide timeline and methodologies

Schedule provided at the end of the response section, below.

Bidder Response

Hagerty will coordinate with NEMA to identify sources of current information to help capture relevant aspects of recent disasters, which will be used to update the hazard profile and risk assessment. This subtask is tied closely with subtask 5b. above and is described in section 2.B. Hagerty will update the profiled hazards with available new information. Hagerty will leverage our ongoing work with NEMA, our connection to the Governor's task force, and our collaboration with RSFs. Hagerty developed the Baseline Conditions and Impact Assessment Report, which summarizes the impacts of the disaster and underscores unmet needs. Further, in supporting development of mitigation grants, Hagerty has direct access to the mitigation projects identified throughout the State. This knowledge will allow Hagerty to incorporate the impacts of 2019 flooding into this planning effort.

- e. Identify project milestones for the completion of the project and submit information for review and approval by NEMA...

Please provide timeline and methodologies

Schedule provided at the end of the response section, below.

Bidder Response

Hagerty will create a draft schedule and present it to NEMA leadership at the onset of the project. This schedule will be reviewed and amended in close coordination with NEMA, and once approved will be the backbone of the project management plan and the project itself. Due to the importance of the planning schedule, every effort will be made to adhere to the project schedule and the TAC will be aware of and reminded of the importance of meeting scheduled activities. The schedule and Hagerty's management process are discussed previously throughout the proposal.

- f. Provide Technical Assistance to ensure HMP is consistent with new laws, policies or regulations at the federal, state or local level.

<p>Please provide timeline and methodologies</p> <p>Schedule provided at the end of the response section, below.</p>
<p>Bidder Response</p> <p>Hagerty will leverage its extensive collective experience with federal regulations and guidance to facilitate the successful update of this plan. Hagerty employees have completed mitigation plans throughout the country, and in some cases have assisted FEMA in drafting official mitigation related guidance. Part of our work with NEMA will be to understand State regulations, and how these regulations impact mitigation planning. This understanding will form the basis of the capability assessment. Outreach and stakeholder coordination will provide Hagerty with an understanding of local laws and regulations, allowing applicable changes to be made to the plan. As new guidance emerges on BRIC, Hagerty will engage our experts to help the State navigate the priorities and guidance and incorporate them into the mitigation strategies. As consultants, our role is to make the planning process as effective and straight forward as possible while providing assistance related to laws and regulations that are critical to the planning process.</p>

- g. Provide technical assistance to facilitate the planning process with external stakeholders and NEMA.

<p>Please provide timeline and methodologies</p> <p>Schedule provided at the end of the response section, below.</p>
<p>Bidder Response</p> <p>Hagerty will closely with NEMA staff to identify key leads and stakeholders, coordinating the schedule and approach to engage those parties effectively during the planning process. We will utilize in-person meetings, web surveys, posted updates, and other tools to facilitate engagement and will document that engagement process as part of the plan, including materials used to support engagement. Those materials will be indexed and built into the final plan as an appendix to help show reviewing agencies and stakeholders what level of engagement occurred.</p>

6. CONTRACTOR REQUIREMENTS

NEMA and the Contractor will determine a more detailed schedule of deliverables. Project deliverables will not be considered complete until HMP, has been approved by FEMA.

- a. **A draft HMP must be submitted to NEMA for review no later than August 31, 2020.**
- b. **Summaries of meetings to include attendance roster, meeting notes, etc., within five (5) business days following the meeting.**
- c. **Monthly progress reports as to status of HMP and progress being made to HMP development**
- d. **All revisions to the draft HMP will be provided to NEMA no later than September 30, 2020. All documentation associated with the HMP must be provided to NEMA in electronic format.**

Hagerty acknowledges and will meet the contractor requirements. As shown on our schedule, a draft plan will be submitted to NEMA for review no later than August 31, 2020. All meeting materials, including notes and summaries and attendance rosters will be provided to NEMA within five business days following the meeting.

Monthly progress reports will be provided and will include the status of the plan update, progress against established goals, and anticipated activity in the next reporting period. Hagerty will provide the final revised plan to NEMA no later than September 30, 2020. Hagerty will provide all documentation associated with the plan to NEMA electronic format.

7. OPTIONAL CONTRACTOR DELIVERABLES:

The Contractor will work with NEMA to revise and update the 2021 State's Hazard Mitigation Plan (HMP) consistent with Federal Emergency Management Agency's (FEMA) mitigation planning process, State Mitigation Plan Review Guide, tribal mitigation planning resources, risk assessment resources, mitigation program integration resources, and other hazard mitigation planning resources for the 2026 State's Hazard Mitigation Plan. These tasks will include, but are not limited to, the tasks as noted in Section V.B.1 through V.B.5.

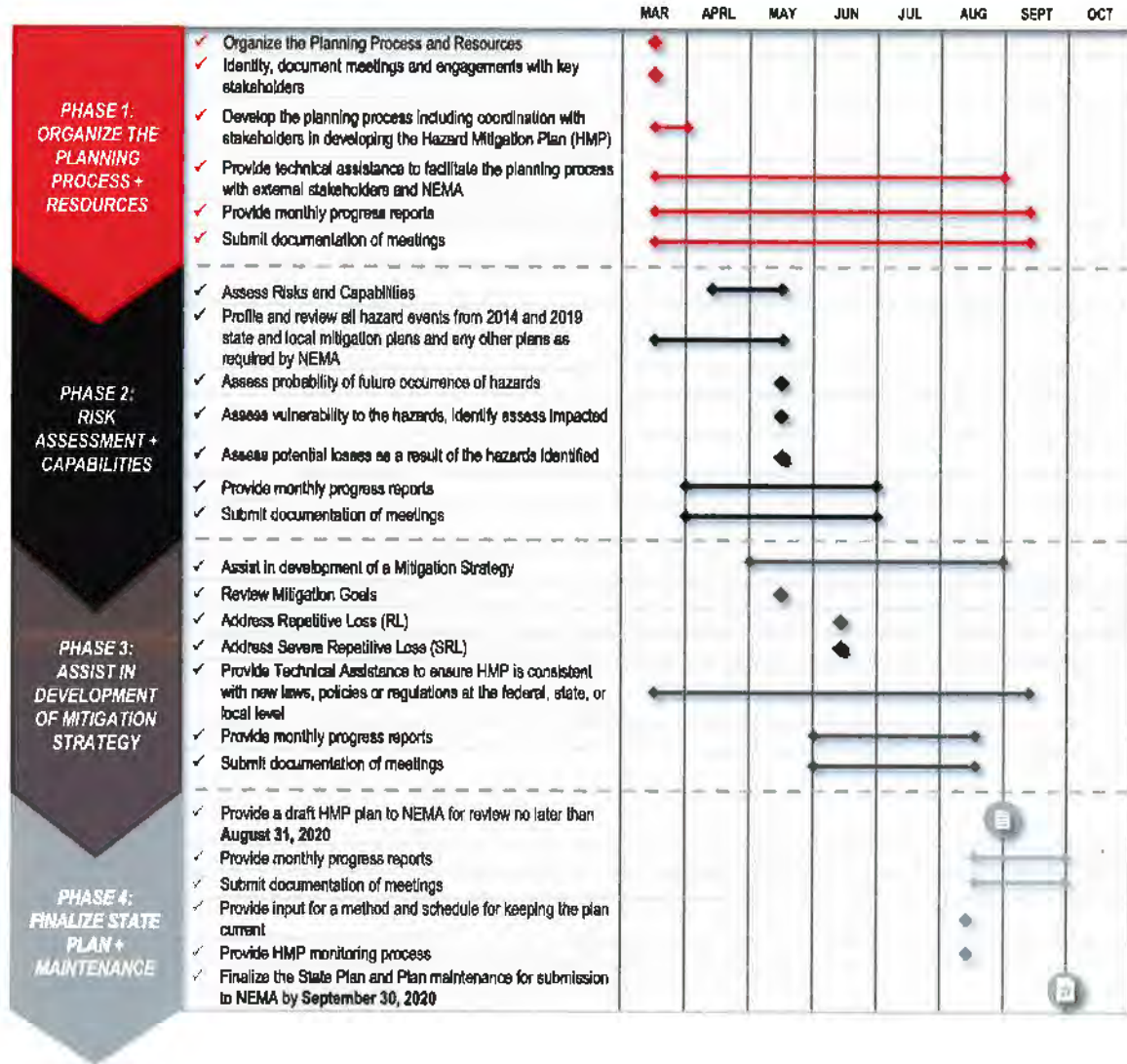
NEMA and the Contractor will determine a more detailed schedule of deliverables. Project deliverables will not be considered complete until HMP, has been approved by FEMA.

- a. A draft HMP must be submitted to NEMA for review no later than May 1, 2025.
- b. Summaries of meetings to include attendance roster, meeting notes, etc., within five (5) business days following the meeting.
- c. Monthly progress reports as to status of HMP and progress being made to HMP development
- d. All revisions to the draft HMP will be provided to NEMA no later than July 1, 2025. All documentation associated with the HMP must be provided to NEMA in electronic format.

Hagerty is prepared to be a long-term partner of NEMA. Should we be tasked by NEMA, Hagerty will work to facilitate future plan updates, including the 2025 update. Completion of this task assumes that NEMA engages Hagerty in the task with sufficient time to complete the required work and that the framework for the future plan is similar to that produced in this effort. Future requirements from FEMA may require amendment to the proposed schedule, deliverables, and workflow.

Hagerty will coordinate with NEMA at the onset of the optional project to lay out requirements and timelines. In the event Hagerty is contracted to complete the additional work, Hagerty will comply with NEMA's requirements associated with meeting materials, project reporting, and document formatting. At the onset of the project Hagerty will coordinate with NEMA to establish a project schedule which will include a draft due date of May 1, 2025, facilitating revision and incorporation of all changes by July 1, 2025.

SCHEDULE



PROPOSED ALTERNATE CONTRACT LANGUAGE

Hagerty appreciates the opportunity to review and provide comments regarding contract language to the State. Hagerty has recently negotiated the provision associated with **J. Breach with State**. That agreed upon language is presented below and will be requested as a provision in our contract with the State to execute the hazard mitigation plan update. Approved language is as follows:

J. Breach

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 an uncured material 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 an uncured material breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchase 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.

Required Forms and Attachments

All required forms and attachments noted below have been completed and submitted for consideration.

- » Form A – Bidder Proposal Point of Contact
- » Request for Proposal for Contractual Services Form
- » Completed Sections II-IV, Terms and Conditions
- » Confidential Financial Information

Form A
Bidder Proposal Point of Contact
Request for Proposal Number 6202 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 bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Hagerty Consulting, Inc.
Bidder Address:	1618 Orrington Avenue, Ste. 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):	
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	
Bidder Name:	Hagerty Consulting, Inc.
Bidder Address:	1618 Orrington Avenue, Ste. 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):	
Fax Number:	847-859-1710

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder 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.

n/a 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.

n/a 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.

n/a 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 Avenue, Ste. 201, Evanston, IL 60201
TELEPHONE NUMBER:	847-492-8454
FAX NUMBER:	847-859-1710
DATE:	1/27/2020
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Katie Freeman, Director of Operations

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidders should 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.

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:

1. 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:
KE			

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

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. 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 Solicitation Response (Initial)	NOTES/COMMENTS:
KF			

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.

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. BUYER'S REPRESENTATIVE

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

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 required 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 bidder shall not commence any billable work until a valid contract has been fully executed by the State and the awarded bidder. The awarded bidder 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 Solicitation Response (Initial)	NOTES/COMMENTS:
VF			

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.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

*****Contractor will not substitute any item that has been awarded without prior written approval of SPB*****

H. VENDOR PERFORMANCE REPORT(S)

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

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. 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, 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.

J. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		KF	Hagerty has provided alternate language under <i>Proposed Alternate Contract Language</i> in our Technical response.

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 purchase 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.

K. NON-WAIVER OF BREACH

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

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.

L. 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.

M. INDEMNIFICATION

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

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 (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 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. 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.

N. ATTORNEY'S FEES

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

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.

O. RETAINAGE

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

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. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

R. FORCE MAJEURE

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

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.

S. CONFIDENTIALITY

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

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.

T. EARLY TERMINATION

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

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;
 - c. 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.

U. CONTRACT CLOSEOUT

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

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;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;

5. Cooperate with any successor Contractor, 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.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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:

1. 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;
4. 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 bidder'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:
VF			

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:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>.
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. 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 (SAVE) Program.
4. 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:
VF			

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. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly

executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until the contract terminates or expires.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

G. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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.

H. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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.

I. INSURANCE REQUIREMENTS

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

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:

1. 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,
3. 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 contractors' 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.

REQUIRED INSURANCE COVERAGE		
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
XCU Liability (Explosion, Collapse, and Underground Damage)		Included
Independent Contractors		Included
Abuse & Molestation		Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>		
WORKER'S COMPENSATION		
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 LANGUAGE		
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."		
MANDATORY COI LIABILITY WAIVER LANGUAGE		
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."		

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: Assistant Director
 2433 NW 24th St.
 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.

J. ANTITRUST

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

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.

K. CONFLICT OF INTEREST

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

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.

L. STATE PROPERTY

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

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.

M. SITE RULES AND REGULATIONS

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

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 lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

N. ADVERTISING

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

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.

O. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> 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.

P. DISASTER RECOVERY/BACK UP PLAN

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

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.

Q. DRUG POLICY

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

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.

R. WARRANTY

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

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 the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all 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.

**2CFR200 SUB-PART F AND APPENDIX II
is incorporated into this Contract as applicable:**

S. DHS SEAL, LOGO, AND FLAGS

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

T. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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

U. 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, provider, or any other party pertaining to any matter resulting from the contract.

V. 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 provider is required to verify that none of the provider's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The provider must comply with 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by NEMA. If it is later determined that the provider did not comply with 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C, in addition to remedies available to NEMA, 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, sub-part C and 2 C.F.R. pt. 3000, sub-part 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.

W. CLEAN AIR ACT

1. The provider 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 provider agrees to report each violation to NEMA and understands and agrees that NEMA 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 provider agrees to include these requirements in each sub-contract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

X. FEDERAL WATER POLLUTION CONTROL ACT

1. The provider agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The provider agrees to report each violation to NEMA and understands and agrees that the NEMA 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 provider agrees to include these requirements in each sub-contract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Y. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- a. 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.
- b. 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.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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



Signature of Contractor's Authorized Official

Katie Freeman, Director of Operations

Name and Title of Contractor's Authorized Official

1/24/2020

Date

Z. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

1. The Provider agrees to provide NEMA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of the Provider which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Provider 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 Provider agrees to provide the FEMA Administrator or his authorized representative 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, NEMA and the Provider 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.

AA. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 32 U.S.C Chap.38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. 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:
KF			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment.

NEMA cc: Administration
 2433 NW 24th Street
 Lincoln, NE 68524-1801
 FAX: 402-471-7433

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:
KF			

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 (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 five (5) 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.

Section V. Project Description and Scope of Work, included in the Technical Approach 2.c