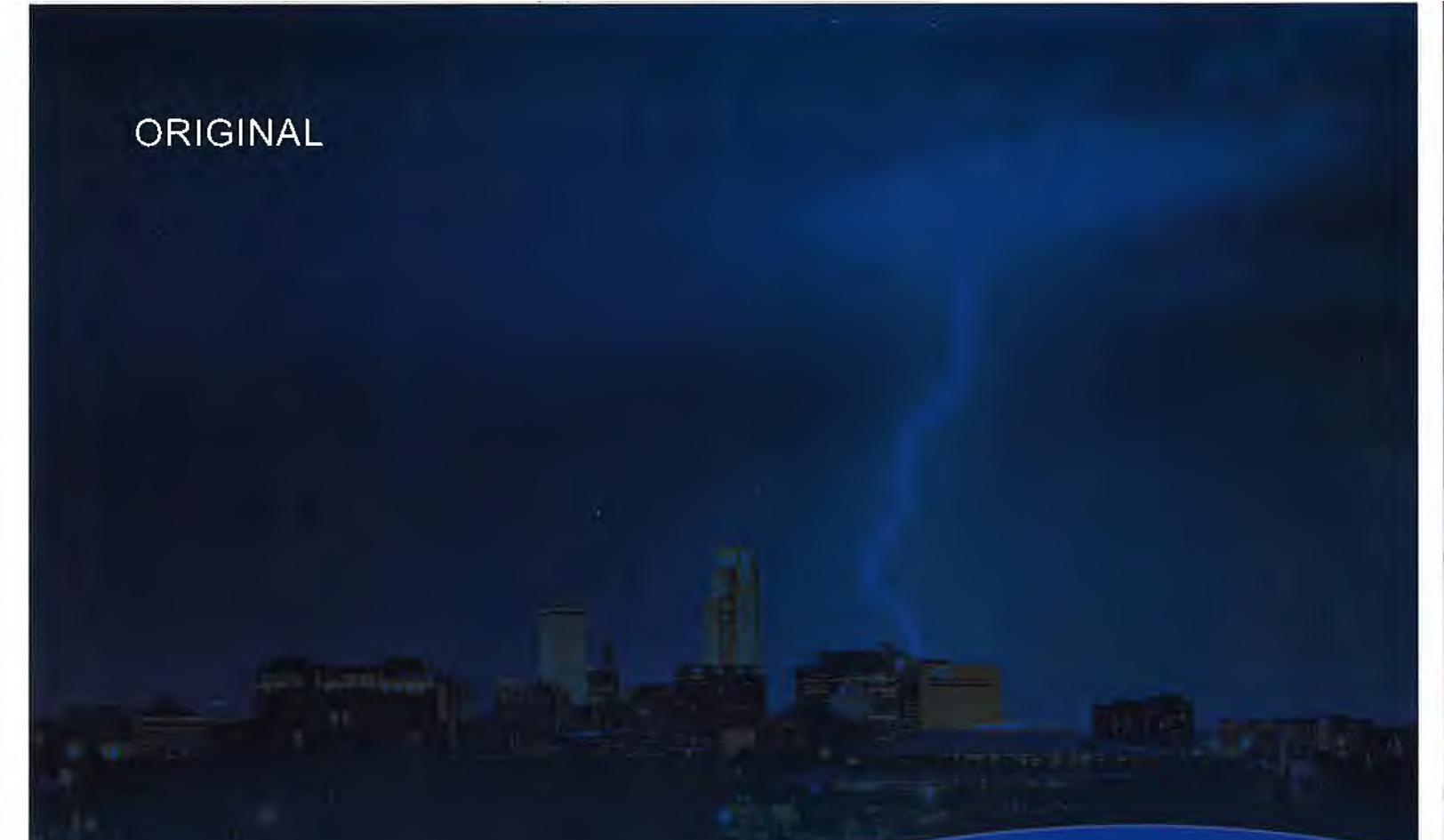


ORIGINAL



STATE HAZARD MITIGATION PLAN

RFP 6202 Z1

STATE OF NEBRASKA

TECHNICAL PROPOSAL

January 2020



**TIDAL
BASIN**

REQUEST FOR PROPOSAL

STATE OF NEBRASKA

RFP #6202 Z1 STATE HAZARD MITIGATION PLAN



SUBMITTED TO

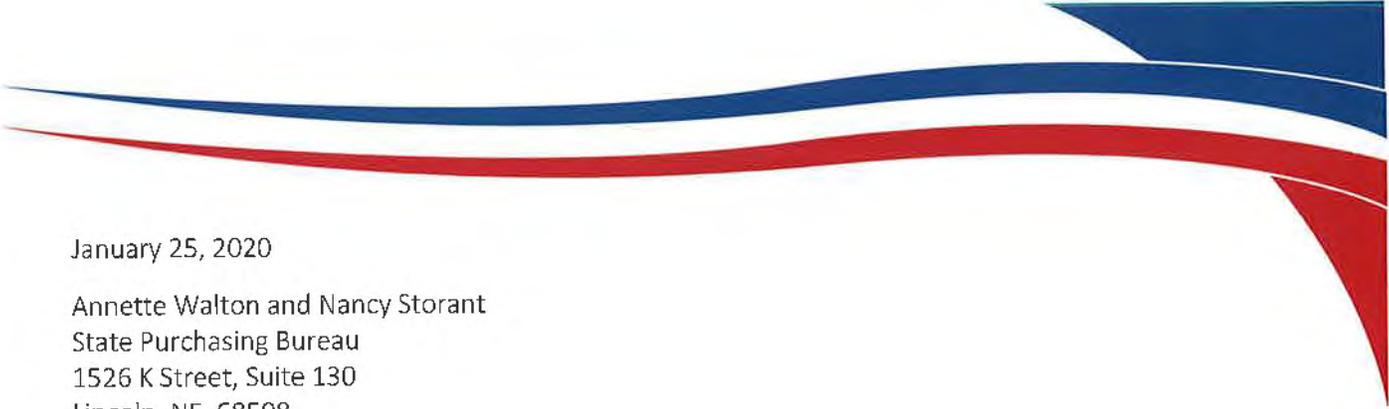
State of Nebraska
ATTN: Annette Walton / Nancy Slorant
1526 K Street, Suite 130
Lincoln, NE 68508
as.materielpurchasing@nebraska.gov

CONTACT PERSON

Jacob Gray
Director of Mitigation
Tidal Basin Government Consulting
1299 Farnam Street, Suite 300
Omaha, NE 68102
Office: (785) 213-1401
jgray@tidalbasin.rphc.com

JANUARY 28, 2020





January 25, 2020

Annette Walton and Nancy Storant
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Dear Ms. Walton and Ms. Storant:

Tidal Basin Government Consulting (Tidal Basin) thanks you for the opportunity to submit this proposal to update the Nebraska State Hazard Mitigation Plan. We know from experience the level of effort needed to develop a high-quality FEMA-approved state hazard mitigation plan and the Nebraska Emergency Management Agency's (NEMA) need for timely delivery of an approvable plan. As such, we've assembled a team of qualified hazard mitigation planners and former FEMA hazard mitigation plan reviewers to ensure a draft plan that meets or exceeds the 44 CFR §201.4 standard state hazard mitigation planning requirements is developed by August 31, 2020.

Tidal Basin has 23 years of experience developing and implementing hazard mitigation plans and projects, 15 of those years specifically providing support to state emergency management agencies. Currently, Tidal Basin is the primary hazard mitigation contractor for New York, Alaska, and Hawaii.

Joining Tidal Basin is DCMC Partners, LLC, a crisis management and public safety consulting firm. DCMC leadership and staff have responded to, managed recovery efforts, and provided mitigation expertise in the aftermath of nearly every historic disaster over the past 25 years. DCMC team members have coordinated and staffed dozens of mitigation planning projects and post-disaster operations for state and local clients, most recently serving as technical advisor to the Omaha Public Power District (OPPD) for the update of their annex to the State of Nebraska Hazard Mitigation Plan.

The enclosed proposal details Tidal Basin's understanding of the project and includes an outline of proposed tasks, timeline for delivery, staffing plan, and organizational chart. We are confident this proposal identifies Tidal Basin as the most qualified and effective team to update Nebraska's State Hazard Mitigation Plan.

DID YOU KNOW?



Tidal Basin and DCMC staff have written four Standard or Enhanced State Hazard Mitigation Plan Updates and more than 50 local hazard mitigation plans in recent years?

Thank you for considering our proposal and providing our team the opportunity to support Nebraska. Should you have any questions or require additional information about our proposal, please do not hesitate to contact our proposed Project Manager Jake Gray, jgray@tidalbasin.rphc.com or (785) 213-1401.

Sincerely,



John Agostino
Vice President & Executive Director of Field Operations

"Tidal Basin Government Consulting, LLC is a wholly owned subsidiary of Tidal Basin Holdings, LLC. Tidal Basin Holdings, LLC is a wholly owned subsidiary of Rising Phoenix Holdings Company, formerly known as Adjusters International, Inc. Any reference made to Tidal Basin within this document relates to Tidal Basin Government Consulting, LLC and its parent companies."



TABLE OF CONTENTS

1. CONTRACTUAL SERVICES FORM	1
2. CORPORATE OVERVIEW	5
2a. Bidder Identification and Information	5
2b. Financial Statements	5
2c. Change of Ownership	5
2d. Office Location	5
2e. Relationship with the State	5
2f. Bidder’s Employee Relations to State.....	6
2g. Contract Performance	6
2h. Summary of Bidder’s Corporate Experience.....	6
2i. Summary of Bidder’s Proposed Personnel/Management Approach.....	9
Project Management Approach	9
Proposed Planning Team.....	10
Organizational Framework	11
Workplan by Task, Deliverable and Role	12
Resumes and References	13
2j. Subcontractors	28
3. SECTIONS II THROUGH IV	30
4. TECHNICAL APPROACH	55
4.B Hazard Mitigation Plan (HMP) Update	55
APPENDIX A: FORM A	A-1
APPENDIX B: FINANCIAL STATEMENTS.....	B-1

1. CONTRACTUAL SERVICES FORM

Tidal Basin has provided the signed Request for Proposal for Contractual Services form on the following page.

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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.

_____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

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

FIRM:	Tidal Basin Government Consulting, LLC
COMPLETE ADDRESS:	126 Business Park Drive, Utica, NY 13502
TELEPHONE NUMBER:	888-355-6527
FAX NUMBER:	315-272-2054
DATE:	1/20/2020
SIGNATURE:	<i>Maria E Suppa</i>
TYPED NAME & TITLE OF SIGNER:	Maria Suppa, Vice President, Treasury

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2. CORPORATE OVERVIEW

2a. Bidder Identification and Information

Tidal Basin Government Consulting, LLC (Tidal Basin) was founded in 2007 by Daniel Craig, who headed FEMA's Recovery Division under President George W. Bush. In 2016, Tidal Basin expanded its scope of services and geographical reach by joining with Adjusters International, Inc. (AI), the nation's leading public adjusting organization. From terrorist attacks to hurricanes, explosions to earthquakes, fires to floods, AI has been helping clients recover from disastrous property losses since 1985. AI began offering hazard mitigation services at the sub-recipient level in 1996 and began supporting states and tribal governments in 2004.

Adjusters International and Tidal Basin are one organization — peerless in its ability to provide comprehensive disaster preparedness, mitigation, and recover services, whether the need involves government grants or property insurance claims. Our disaster preparedness, mitigation and recovery services are provided under the Tidal Basin name. Our adjusting services are delivered by our licensed regional public adjusting firms, under the Adjusters International umbrella. Tidal Basin and Adjusters International are incorporated in Delaware and headquartered, along with our parent company, Rising Phoenix Holding Corporation (RHCP), in Utica, NY with satellite offices located throughout the United States, including Omaha, Nebraska.

Corporate Headquarters and Nebraska Office:

126 Business Park Drive
Utica, NY 13502

1299 Farnam Street, Suite 300
Omaha, NE 68102

2b. Financial Statements

Tidal Basin's financial statements are provided in Appendix B: Financial Statements.

2c. Change of Ownership

Tidal Basin does not anticipate any change of ownership in the next 12 months.

2d. Office Location

Tidal Basin and Adjusters International are headquartered, along with our parent company, Rising Phoenix Holding Corporation (RHCP), in Utica, NY with satellite offices located throughout the United States, including Omaha, Nebraska.

Corporate Headquarters and Nebraska Office:

126 Business Park Drive
Utica, NY 13502

1299 Farnam Street, Suite 300
Omaha, NE 68102

2e. Relationship with the State

Neither Tidal Basin nor its proposed subcontractor, DCMC, have had dealings with the State of Nebraska in the last five years.

2f. Bidder's Employee Relations to State

Neither Tidal Basin nor its proposed subcontractor, DCMC's, staff have been an employee of the State within the last 60 months.

2g. Contract Performance

Neither Tidal Basin nor its proposed subcontractor, DCMC, have had a contract terminated for default during the last 5 years.

2h. Summary of Bidder's Corporate Experience

Tidal Basin has a lengthy history of delivering comprehensive hazard mitigation project and planning support to state and local clients. Beginning in 1994 under the auspices of Adjusters International and continuing as Tidal Basin, our company, along with our partnering company, DCMC Partners, LLC has implemented hazard mitigation program and projects. A sampling of recent projects and plans:

TIDAL BASIN	
New York Division of Homeland Security and Emergency Services	
Project dates	Original: 10/31/12 – 10/31/17 Actual: 10/31/12- 7/30/2024 (extended by client, new bid, and new contract)
Contact	<p>Hazard Mitigation Projects: Name: Marlene White Title: Director of Hazard Mitigation Programs, NY Division of Homeland Security and Emergency Services Phone: 513.292.2375 Email: marlene.white@dhses.ny.gov</p> <p>Hazard Mitigation Plans: Name: Corrina Cavallo Title: Supervisor of Mitigation Planning, NY Division of Homeland Security and Emergency Services Phone: 513.292.1155 Email: Corrina.cavallo@dhses.ny.gov</p>
Contract status	Prime
Project Budget	First contract: \$149,603,809 Second contract: \$91,728,000
Project description	<p>Tidal Basin staff currently manage approximately \$2B in HMGP projects on behalf of the State of New York; drafted (with our subcontractor at the time, IEM) the 2014 New York State Hazard Mitigation Plan; were heavily involved as the 2019 New York State Hazard Mitigation Plan was updated (note Clarke, Shannon's resume); and currently manage 13 local mitigation planning projects on behalf of the New York State Division of Homeland Security and Emergency Services.</p> <p>Current Projects:</p> <ul style="list-style-type: none"> ▶ Port Authority of NY/NJ-LaGuardia Airport Floodwall, Pump Station, Generator Installation ▶ Port Authority of NY/NJ-JFK Airport Back flow and Tide Gate Installation-5

	<p>Outfalls</p> <ul style="list-style-type: none"> ▶ Port Authority of NY/NJ Howland Hook Marine Terminal Subgrade Upgrades ▶ Suffolk County's Smith Point Park Integrated Marsh System and Channel Manipulation ▶ Village of Cobleskill Dam Spillway Reconstruction ▶ City of Amsterdam Dove Creek Floodwall ▶ City of Troy Seawall ▶ Town of Clarkstown Levee ▶ Village of Schoharie Stream Gauges ▶ City of Long Beach Bulkhead, Pump Station, and Infrastructure Upgrades ▶ NY State Department of Transportation Upgrades to 105 Bridges ▶ Village of Island Park Flood Protection ▶ Sea Gate Community Bulkheads ▶ Village of Endicott Pump Stations ▶ Richmond University Medical Center Wind Retrofits ▶ Richmond University Medical Center Drainage Project ▶ Staten Island University Hospital Utility Elevations ▶ New York City Housing Authority Hardening of Community Centers ▶ Community of Breezy Point's Sheet pile/Floodwall and Dune Reinforcement ▶ Good Samaritan Hospital Generators and Floodwalls ▶ Village of Sidney Green Plain Development ▶ Suffolk County Coastal Resiliency Initiative ▶ Montefiore Hospital's Line Burial Project ▶ Village of Schoharie Drainage and Pump Station Project ▶ Northern Westchester Hospital Association Generators ▶ New York City Department of Education's Quick Connect Installation ▶ NY State Department of Public Services Micro-Grid Project ▶ Nassau County Western Bays (Bay Park) Resiliency Project ▶ NYC Office of Management and Budget Berm and Flood Wall Installation <p>Current Plans:</p> <ul style="list-style-type: none"> ▶ New York State Hazard Mitigation Plan ▶ Bronx County, NY ▶ Delaware County, NY ▶ Kings County, NY ▶ Nassau County, NY ▶ New York County, NY ▶ Putnam County, NY ▶ Queens County, NY
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	<ul style="list-style-type: none"> ▶ Richmond County, NY ▶ Schenectady County, NY ▶ Schuyler County, NY ▶ Suffolk County, NY ▶ Sullivan County, NY ▶ Westchester County, NY
DCMC Partners, LLC	
Omaha Public Power District - Flood Recovery & Mitigation	
Project dates	Original: June 01, 2019 – August 31, 2019 Actual: July 01, 2019 – present (extended by client)
Contact	Name: Dennis Snook Title: Emergency Preparedness & Business Continuity Manager Phone: 531.226.3043 Email: djsnook@oppd.com
Contract status	Prime
Project Budget	\$400,000
Project description	Provide direct and technical assistance to the largest public power provider in the State of Nebraska in the aftermath of catastrophic flooding, including the development of the overall mitigation strategy and funding strategy. Provide technical assistance to OPPD staff in all issues related to hazard mitigation, mitigation planning, and mitigation funding, including the update of OPPD's annex to the State of Nebraska Hazard Mitigation Plan.
Commonwealth of Puerto Rico	
Project dates	Prime Original: September 15, 2017 to June 30, 2018 Prime Actual: September 15, 2017 to June 30, 2018 Sub Original: July 01, 2018 to June 30, 2021 Sub Actual: July 01, 2018 to present
Contact	Name: Iris 'Chiqui' Santos Title: Executive Director, Puerto Rico Office of Management and Budget Former Executive Director, Puerto Rico Central Office for Reconstruction, Recovery, and Resiliency Phone: 787.370.2129 Fax: N/A Email: isantos@ogp.pr.gov
Contract status	Prime (2017 to 2018) Sub (2018 to present)
Project Budget	2017 to 2018: \$29M 2018 to 2019: \$9M 2019 to 2020: \$10M
Project description	Provide direct and technical assistance to the Commonwealth for the response to and recovery from Hurricanes Irma and María. Assistance included the design and development of the Commonwealth's hazard mitigation program, including the design of the hazard mitigation planning strategy for all 78 municipalities, the plan to overall the Commonwealth's Hazard Mitigation Plan, development of the long-range staffing plan, and the funding strategy for the largest HMGP grant in FEMA history.

2i. Summary of Bidder's Proposed Personnel/Management Approach

Project Management Approach

Tidal Basin's goal is to meet and exceed our client's expectations. We take great pride in our ability to establish and maintain long-lasting productive and professional relationships. We accomplish this by having a clear understanding of our client's expectations, our roles and responsibilities, placing an emphasis on effectively tracking and communicating progress throughout project development, and promptly pivoting and correcting course, if necessary. Our core values are honesty, respect, and integrity and our staff's approach towards personnel and project management is underpinned by those values. Although Tidal Basin and DCMC Partners have a level of expertise on par with larger firms, the relatively small size of our companies affords us the opportunity to provide individualized hands-on support. We are committed to providing high-quality, responsive, individualized customer support as the plan update is developed.

We will follow the planning processes recommended by FEMA in the 2016 State Mitigation Plan Review Guide, 386 Mitigation Planning How to Series; Hazard Mitigation: Integrating Best Practices into Planning, National Mitigation Framework, Second Edition, and requirements of 44 CFR Part 201.4 to update the Nebraska State Hazard Mitigation Plan including:

- ▶ Organizing resources for the planning process and documenting and describing the planning process (in conformance with 44 CFR, 201.4(b) and 44 CFR 201.4(c)(1)
- ▶ Identification of potential hazards and risk assessment (conformance with 44 CFR, §201.4(c)(2)(i)(ii)(iii))
- ▶ Development of the mitigation strategy (in conformance with 44 CFR, §201.4(c)(3)(i)(ii)(iii)(iv) and (v)
- ▶ Coordination of local mitigation planning (in conformance with 44 CFR, 201.4 (c)(i,ii,iii); and
- ▶ Providing mechanisms for plan evaluation, maintenance, and integration (in conformance with 44 CFR, §201.4(c)(4) and (5).

Tidal Basin's project management approach is in keeping with the standards of the Project Management Institute (PMI). The project manager will develop a Project Management Plan at the onset of the project in order to monitor and control project scope, schedule and costs and ensure the highest quality deliverables are produced. The Project Manager will assess project development on a weekly basis to determine if the team's performance conforms to the baselines established in the Project Management Plan. Any deviations from the baselines within the Project Management Plan will be immediately communicated to the Nebraska Emergency Management Agency (NEMA) and, if warranted, corrective actions will be taken to address any unexpected scope, scheduling or project cost changes.

Within 72 hours of contract execution, Tidal Basin's Project Manager, Jacob Gray, will schedule an administrative kick-off meeting with NEMA's point-of-contact to discuss conditions, requirements, and expectations related to the project scope, schedule, and budget; proposed staffing plan; and to establish communication and reporting protocols.

Upon completing the administrative kick-off meeting, the Project Manager will develop the Project Management Plan and ensure all staff have a clear understanding of their roles and responsibilities; reporting requirements and expectations; and established protocols for project completion.

At the discretion and direction of NEMA, Tidal Basin will conduct weekly calls with NEMA's point of contact throughout the course of the project and will submit regular, standardized reports detailing

planning activity progress towards completion of milestones in the workplan, expended funds, issues and concerns, and upcoming work.

Through our years of experience, we understand the criticality of having the right people in the right roles. As such, we have carefully selected a team with local, state, and federal hazard mitigation planning and project experience. We expect that the proposed team will work on the project from cradle to grave and beyond, if needed. In addition to providing services in support of this plan update, Tidal Basin team members are available on an as-needed basis as questions occur or historical knowledge of the project is required in the future. Should unanticipated personnel changes be required during the project, the Project Manager will immediately inform NEMA and will propose suitable replacements. Should NEMA determine that additional staffing or resources are required beyond the proposed team or as the project is being undertaken, Tidal Basin will promptly present staffing options for consideration.

Proposed Planning Team

To update the Nebraska State Hazard Mitigation Plan, our proposed team and their roles and responsibilities will be:

Jake Gray will serve as the **Project Manager** for this project. Jake will oversee the team member's activities and serve as the Nebraska Emergency Management Agency's (NEMA) primary point of contact. He will develop the initial Project Management Plan; monitor the budget, scope and schedule as the plan update is developed; periodically assess benchmarks and milestones in relation to baseline projections; develop course corrections, if necessary; adjudicate/accommodate resource requests; hold weekly internal meetings with the project team; and develop written reports and project status meetings with NEMA. Jake currently serves as Tidal Basin's Director of Mitigation. In this role, he supports clients in the application of Hazard Mitigation grant funding. Jake, Kansas's former State Hazard Mitigation Officer (SHMO), has 17 years of experience in mitigation planning, project management, mitigation grants management, risk identification, and vulnerability assessment development. In this role, he served as the project manager for 12 regional hazard mitigation plans and the Kansas State Mitigation Plan.

Kelly George will serve as the **Lead Hazard Mitigation Planner** for this project and be the principle author of the plan. Kelly George is a Senior Recovery Specialist for DCMC Partners and currently serves as the Technical Hazard Mitigation Advisor for the Omaha Public Power District, the largest public power district in Nebraska. She has 18 years of program development, planning, grants management, project and application development, and project management experience. Kelly has led the development of more than 30 hazard mitigation plans over the course of her career including the 2011 Louisiana State Hazard Mitigation Plan and 2018 Virginia Enhanced State Hazard Mitigation Plan.

Kyle Karsjen will serve as a **Hazard Mitigation Planner** for this project. In this role he will attend meetings and workshops, collect data and documents, organize plan content, and draft portions of the plan in concert and at the direction of the Lead Hazard Mitigation Planner and Project Manager. Kyle currently serves as a Preparedness and Mitigation Specialist for Tidal Basin. Kyle has over 16 years of experience, 12 of which were with the Iowa Department of Homeland Security and Emergency Management. His primary areas of expertise are threat/hazard identification and risk assessment development, capability assessment, and infrastructure and asset protection. He has contributed to 40 FEMA-approved hazard mitigation plans throughout his career.

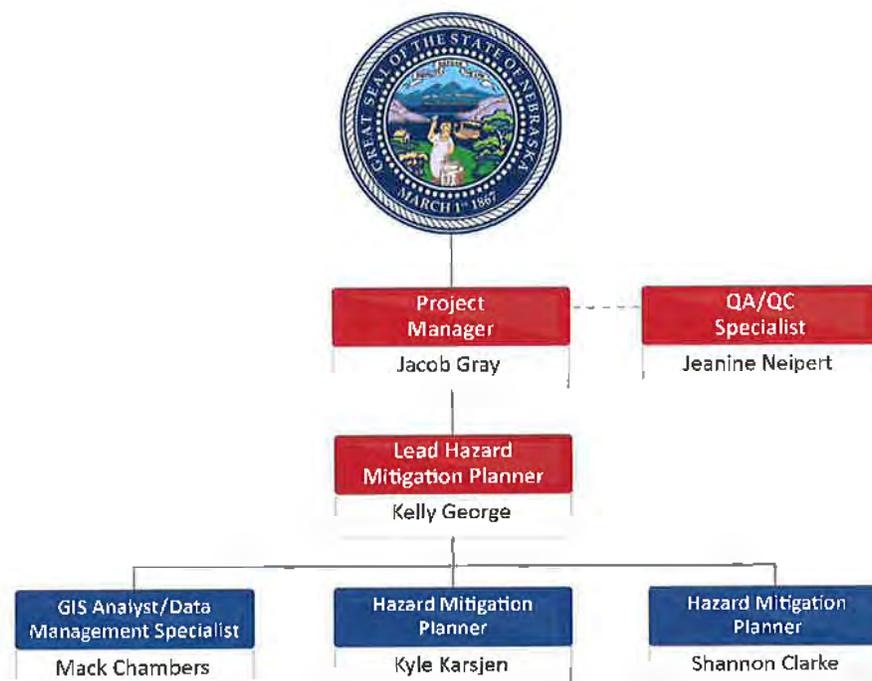
Shannon Clarke will serve as a **Hazard Mitigation Planner** for this project. In this role she will collect data and documents, organize plan content, and draft portions of the plan in concert and at the direction of the Lead Hazard Mitigation Planner and Project Manager. Shannon currently serves as Tidal Basin's

Mitigation Planning Manager and is the primary mitigation planning liaison between the New York State Division of Homeland Security and Emergency Services's (NY DHSES) Mitigation Section and FEMA Region II for 13 counties, including New York City. Prior to joining Tidal Basin and working directly for its client, NY DHSES, Shannon was a core member of the 2019 New York State Hazard Mitigation Plan update team, which produced the first FEMA-approved web-based statewide hazard mitigation plan in the country.

Mack Chambers will serve as the GIS Analyst/Data Management Specialist for this project. He will be primarily responsible for providing GIS and data management support for the hazard identification and validation, asset inventory, vulnerability assessment and loss estimation sections of the plan at the direction of the Project Manager and Lead Hazard Mitigation Planner. Mack currently serves as Tidal Basin's GIS/Data Management Specialist. In this role, he provides GIS-based hazard risk analysis and publication-quality graphics, figures, and maps. Matt has 20 years of experience including HAZUS flood and earthquake modeling, DFIRM production, spatial analysis, cartographic design, map book creation, development of spatial data and databases, and detailed QA/QC. He has contributed to the development of over 50 state and local hazard mitigation plans throughout the course of his career.

Jeanine Neipert will serve as the Quality Assurance/Quality Control Specialist for this project. She will be primarily responsible for reviewing draft sections of the plan as they are developed and the final draft plan to provide technical assistance to the team to ensure the plan update meets or exceeds the planning requirements of 44 CFR Part 201.4, FEMA's State Mitigation Plan Review Guide (2016), EMAP requirements, any new state, local or federal laws, policies, or regulations, and Tidal Basin's content and formatting standards. Jeanine currently serves as the Senior Hazard Mitigation Director for Tidal Basin and is the program lead for DR-4085-NY, managing approximately \$2B dollars in Hurricane Sandy projects on behalf of the New York Division of Homeland Security and Emergency Services. Prior to joining Tidal Basin, Jeanine was employed with the Federal Emergency Management Agency for 12 years as a Hazard Mitigation Planner, Hazard Mitigation Assistance Program Specialist, and Hazard Mitigation Branch Director.

Organizational Framework



Workplan by Task, Deliverable and Role

Tasks	Deliverables	Position Title	Estimated Hours
Task 1 Organize the Planning Process and Resources	Project management plan development, client kick-off meeting; data collection and review; project kick-off meeting; meeting with technical experts, departmental/organizational workgroups; stakeholder participation activities; and documenting the plan development process.	Project Manager	35
		Lead Hazard Mitigation Planner	55
		Hazard Mitigation Planner (Karsjen)	55
		Hazard Mitigation Planner (Clarke)	30
		GIS Analyst/Data Management Specialist	45
		QA/QC Specialist	15
Task 2 Risk Assessment and Capabilities	Updated Hazard Identification and Risk Assessment for NEMA review, including the identification and validation of hazards, hazard profiling, asset inventory, risk and vulnerability assessment and loss estimations, identification of future development and conditions.	Project Manager	45
		Lead Hazard Mitigation Planner	100
		Hazard Mitigation Planner (Karsjen)	120
		Hazard Mitigation Planner (Clarke)	40
		GIS Analyst/Data Management Specialist	220
		QA/QC Specialist	25
Task 3 Assist in Development of the Mitigation Strategy	Updated mitigation goals; capability assessment; mitigation actions and projects; prioritization of projects; and development of two repetitive loss strategies; update description of support for local mitigation planning efforts, programs and projects and integration into the Nebraska State Plan.	Project Manager	25
		Lead Hazard Mitigation Planner	65
		Hazard Mitigation Planner (Karsjen)	90
		Hazard Mitigation Planner (Clarke)	20
		GIS Analyst/Data Management Specialist	90
		QA/QC Specialist	25
Task 4 Finalize the State Plan and Plan Maintenance	Updated plan maintenance process section; memorializing and institutionalizing the planning committee membership; detailing future plan monitoring; process for future updates	Project Manager	10
		Lead Hazard Mitigation Planner	10
		Hazard Mitigation Planner (Karsjen)	20
		Hazard Mitigation Planner (Clarke)	0
		GIS Analyst/Data Management Specialist	10
		QA/QC Specialist	20
Total for all Tasks			1,170

Resumes and References

Planning Team References: Individual Competence and Skill Level			
Team Member	Reference One	Reference Two	Reference Three
Jacob Gray	Jesse Smith, PMP Project Manager, ESRI Regional Services	Charles McGonigle, Mitigation Specialist, State of Kansas	Steve Samuelson, CFM Kansas State NFIP Coordinator
	Phone: (785) 393-9729	Phone: (785) 215-5607	Phone: (785) 296-4622
	Address: 9907 Barnsbury Court Fairfax, VA 22031	Address: 2511 SE 53rd St Topeka, KS 66609	Address: 6531 SE Forbes Ave., Ste B Topeka, KS 66619
	E-mail: jsmith@esri.com	E-mail: charles.e.mcgonigle.nfg@mail.mil	E-mail: steve.samuelson@ks.gov
Kelly George	Iris 'Chiqui' Santos Executive Director, Puerto Rico Office of Management and Budget (Former Executive Director, Puerto Rico Central Office for Reconstruction, Recovery, and Resiliency)	Jeffrey Giering Louisiana State Hazard Mitigation Officer	Tesa Wrobleski FEMA Program Manager
	Phone: (787) 370-2129	Phone: (225) 267-2516	Phone: (409) 797-3517
	Address: Puerto Rico Office of Management and Budget (OGP) PO Box 9023228 San Juan, PR 00902	Address: Louisiana Governor's Office of Homeland Security & Emergency Management 7667 Independence Blvd. Baton Rouge, LA 70806	Address: City of Galveston 823 Rosenberg Avenue Galveston, TX 77550
	Email: isantos@ogp.pr.gov	Email: jeffrey.giering@la.gov	Email: twrobleski@galvestontx.gov
Kyle Karsjen	Mark Schouten Director Iowa School Safety Plans	Mathew Noble Planning and Safe Room Project Officer Iowa Department of Homeland Security and Emergency Management	August "Dutch" Geisinger Executive Director Safeguard Iowa
	Phone: (515) 681-5127	Phone: (515) 725-3806	Phone: (515) 868-1795

Planning Team References: Individual Competence and Skill Level			
Team Member	Reference One	Reference Two	Reference Three
	Address: 550 Legacy Parkway Unit 42 Norwalk, IA 50211	Address: 7105 NW 70th Ave, Johnston, IA 50131	Address: 1718 E 33 rd Street Des Moines, IA 50317
	E-mail: mark.schouten@iowaschoolsafetyplansllc.com	E-mail: mathew.noble@iowa.gov	Email: dutchgeisinger@gmail.com
Shannon Clarke	Corrina Cavallo Supervisor of Mitigation Planning, NYS DHSES	Eric Krans Program Director, Albany Visualization and Informatics Lab (AVAIL)	Catherine T. Lawson, Ph.D. Director, Lewis Mumford Center/AVAIL; Associate Professor, SUNY Albany
	Phone: (518) 292-1156	Phone: (518) 860-0438	Phone: (518) 442-1155
	Address: 1220 Washington Ave. Building 7A – 4 th Floor Albany, NY 12242	Address: 1215 Western Avenue Albany, NY 12203	Address: 1400 Washington Ave. AS 218 Albany, NY 12222
	E-mail: corrina.cavallo@dhses.ny.gov	E-mail: ekrans@albany.edu	E-mail: lawsonc@albany.edu
Mack Chambers	Carrie McCrea, GISP Rockies Region GIS Coordinator	Roger Wolvington Database Developer/ Hydrologic Modeler	Marcus Smith Geographic Information System Specialist
	Phone: (720) 249-3451	Phone: (720) 446-1705	Phone: (303) 487-1183
	Address: 295 Interlocken Blvd. Suite 300 Broomfield, CO 80021	Address: 3002 Bluff Street Suite 101 Boulder, CO 80301	Address: 295 Interlocken Blvd. Suite 300 Broomfield, CO 80021
	E-mail: carrie.mccrea@swca.com	E-mail: rwolvington@lynkertech.com	E-mail: msmith@swca.com
Jeanine Neipert	Justo Hernandez Federal Coordinating Officer (FCO), FEMA HQ	Ryan Pietramali Director of Recovery FEMA Region VIII	Daniel Alexander Deputy Assistant Administrator, Field Operations Division, FEMA HQ
	Phone: (787) 306-0822	Phone: (303)941-3225	Phone: (202) 436-5030
	Address: 500 C Street SW	Address: Denver Federal Center	Address: 500 C Street SW

Planning Team References: Individual Competence and Skill Level			
Team Member	Reference One	Reference Two	Reference Three
	Washington, DC 20024	Building 710 Box 25267 Denver, CO 80225-0267	Washington, DC 20024
	E-mail: justo.hernandez@fema.dhs.gov	E-mail: Ryan.pietramali@fema.dhs.gov	E-mail: daniel.alexander@fema.dhs.gov



AREAS OF EXPERTISE

Extensive Project Management
 Hazard Mitigation Planning
 Regulatory Compliance
 Mitigation Grants Management
 Risk Identification
 Vulnerability Assessments
 Geospatial Information Systems
 Software Implementation
 Repetitive Loss Properties
 Home Buyout Programs
 Benefit-Cost Analysis
 Environmental and Historical Preservation

HIGHLIGHTS

Over 17 years of experience in mitigation planning, project management, mitigation grants management, risk identification, and vulnerability assessments.

At one time, managed \$150M in HMGP with 14 open disasters totaling over 100 ongoing projects with four different HMA guidance documents in place.

While serving as the SHMO, disaster mitigation investments in Kansas yielded more savings per dollar than efforts in any other state, averaging \$7.33 per \$1 spent.

EDUCATION

NEMIS/MB3 Portal Proficient

JACOB GRAY

DEPUTY DIRECTOR OF MITIGATION

Jacob currently serves as Tidal Basin's Deputy Director of Mitigation. In this role, he supports clients in the application and management of Hazard Mitigation funds. Additionally, he supports the development of: Letters of Intent (LOI), Benefit-Cost Analysis (BCA), and applications for multiple sub-recipients.

Prior to joining Tidal Basin, Mr. Gray had seventeen (17) plus years of experience in the areas of mitigation planning, project management, mitigation grants management, risk identification, and vulnerability assessments in the fields of Homeland Security and Emergency Management.

RELEVANT EXPERIENCE AND PROFESSIONAL HISTORY

Deputy Director of Mitigation, Tidal Basin, February 2019 – Present

- ▶ Supports clients in the application and management of hazard mitigation funds.
- ▶ Supports LOI development, BCA, and application development for multiple sub-recipients.
- ▶ Supports Division of Homeland Security and Emergency Management for the State of Alaska with implementation of DR-4413 HMGP Funds to include BCAs, project applications, and grant application review.
- ▶ Conducted Threat and Hazard Identification and Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR) for State of Michigan.

Kansas State Hazard Mitigation Officer (SHMO) / Logistics Chief, Kansas Adjutant General's Department, April 2008 – February 2019

- ▶ Managed hazard mitigation assistance grants for over 20 federally declared disasters.
- ▶ Conducted hundreds of BCAs, utilizing the damage frequency estimator tool and incorporating environmental benefits, for: safe rooms, protection of critical infrastructure, home buyouts, flood control projects, and wildfire fuels reduction projects.
- ▶ Coordinated and worked with designers on flood control projects to incorporate greener infrastructure back into landscape during project scoping.
- ▶ Reviewed projects from inception to closeout utilizing numerous HMA guidance documents.
- ▶ Served on panels and spearheaded numerous meetings and presentation with large groups, including county and city commissioners.

- ▶ Conducted hundreds of buyouts utilizing BCA and incorporating Uniform Relocation Assistance (URA) in projects where eligible.
- ▶ Oversaw planning quarterly meetings and getting all fellow federal/state/local planning partners to the meeting to discuss risk assessment and action items to mitigate the threats the state faced as the vice-chair of the Kansas Hazard Mitigation Team.
- ▶ Targeted the most significant risks from the comprehensive risk assessment and mitigated those with exceptional project management experience and federal grant dollars when available.
- ▶ Assisted in the development of FEMA mitigation classes still given at Emergency Management Institute (EMI) and as independent study courses.

Homeland Security Specialist, Kansas Homeland Security, December 2005 – April 2008

- ▶ Provided Security Assessments of schools, courthouse, chemical facilities, and water and wastewater treatment plants.
- ▶ Provided Buffer Zone Protection Plans of governments and military installations using the CARVER method.

**AREAS OF EXPERTISE**

Hazard Mitigation
 Hazard Mitigation Planning
 Grants Management
 Training
 Exercises
 Project Development
 Application Development
 Project Management
 Technical Writing
 Strategic Advising

CERTIFICATIONS + LICENSURE

Certified Floodplain Manager
 (ASFPM)
 Certified Federal Grants
 Manager, Grants Management
 Certification – Federal Track
 (MCI)
 FEMA Professional Development
 Series Certificate (80+ courses)

HIGHLIGHTS

More than 18 years of
 experience

EDUCATION

Master of Public
 Administration/Emergency
 Management, Jacksonville State
 University (2005)
 Bachelor of Arts, English,
 University of Memphis (2001)

KELLY GEORGE, CFM

LEAD PLANNER

Kelly George is a nationally recognized hazard mitigation and hazard mitigation planning expert and a skilled HMGP strategist, with more than 18 years of program development, planning, grants management, project and application development, and project management experience.

Kelly specializes in the development of large, complex mitigation plans, projects, and applications, often with multiple funding sources. She is adept at project planning, grant source integration, staff management, and timeline management. In addition, Kelly is also a skilled hazard mitigation planner who understands the connection between planning and project development, having led the development of more than 30 hazard mitigation plans and updates. Kelly has provided her expertise to a wide range of clients, from states to local governments to universities to the public sector. She is adept at consensus and partnership building and is an expert negotiator.

Prior to joining DCMC Partners, Kelly was the Hazard Mitigation Program Manager for Witt O'Brien's, LLC. Previously, she was a Disaster Assistance Employee (DAE) for FEMA Region IV and served as the Disaster Services Director for the East Georgia Chapter of the American Red Cross, in Athens, Georgia.

RELEVANT EXPERIENCE AND PROFESSIONAL HISTORY

Technical Hazard Mitigation Advisor, Omaha Public Power District, 2019 – Present

- ▶ Serve as Technical Hazard Mitigation Advisor to the largest public power district in Nebraska in the aftermath of historic flooding in March 2019.
- ▶ Responsible for the development of OPPD's mitigation funding strategy and requests.
- ▶ Serve as Technical Advisor to OPPD in the update of their annex to the State of Nebraska Hazard Mitigation Plan.

Senior Technical Hazard Mitigation Advisor, The Commonwealth of Puerto Rico, 2017 – 2019

- ▶ Served as Senior Technical Hazard Mitigation Advisor to both the Governor's Authorized Representative (GAR) and the State Hazard Mitigation Officer (SHMO).
- ▶ Responsible for the management and implementation of a wide array of programmatic issues and concerns, including project identification and development, application development and

management, project implementation, program management, technical assistance and training, and coordination with FEMA and other federal agencies.

- ▶ Responsible for the development of the mitigation planning strategy for Puerto Rico in the aftermath of Hurricanes Irma and María, to ensure all sub-applicants were eligible to receive HMGP funding.
- ▶ Developed the funding and implementation strategy for the largest HMGP grant in FEMA history (\$2.99B).

Hazard Mitigation and Grants Management Expert, DiamondRock Hospitality Company, 2018 – Present

- ▶ Served as the company's hazard mitigation and grants management expert, responsible for the development of a \$30M safe room project, the largest in the Caribbean.
- ▶ Provide review of grant management documents, interfaces with the USVI and FEMA to resolve issues, and provides expertise and guidance to leadership and staff regarding grants management, reimbursement, eligibility, audits, and closeout requirements.

Project Manager / Senior Planner, Virginia Department of Emergency Management, 2017

- ▶ Served as both Project Manager and Senior Planner for the update and enhancement of the Commonwealth's Hazard Mitigation Plan.
- ▶ Update included the development of two loss avoidance studies and overall enhancements to position the Commonwealth to seek enhanced status and EMAP accreditation.

Project Manager / Senior Planner, Manitowoc Public Utilities (Manitowoc, Wisconsin), 2017

- ▶ Served as the Project Manager and Senior Planner responsible for the development of a variety of plans and presentations for this public utility, including a hazard and vulnerability assessment, a disaster cost recovery plan, and a training workshop for staff and leadership. Also tasked with development of a presentation to the utility's commission.

Project Manager / Senior Planner, Ward County, North Dakota, 2013 and 2017

- ▶ Served as the Project Manager and Senior Planner responsible for the initial development and subsequent update of the County's Hazard Mitigation Plan, which included 13 jurisdictions that border the Bakken Oil Formation.

Project Manager / Senior Planner, The University of Minnesota, 2015 – 2017

- ▶ Served as the Project Manager and Senior Planner responsible for the development of the University System's inaugural Hazard Mitigation Plan, which included the five independent campuses of the University of Minnesota.
- ▶ Responsible for the update of the Main Campus' Threat Hazard Identification and Risk Assessment (THIRA), and for the development of the initial THIRA for the other four campuses.
- ▶ Plan was approved by both the state and FEMA Region V with no required or recommended revisions.



AREAS OF EXPERTISE

Emergency Management
 Threat/Hazard Identification
 Risk Assessment
 Hazard Mitigation Planning
 Emergency Response Planning
 Infrastructure and Asset Protection
 Emergency Response Teams
 Emergency Operations Planning
 Project Management
 Climate Change Vulnerability

HIGHLIGHTS

Over 16 years of experience in mitigation planning, project management, mitigation grants management, risk identification, and vulnerability assessments.

Responded to statewide disasters in Iowa's State Emergency Operations Center, with experience in operations, planning, public information, and resource management.

EDUCATION

B.A. Community and Regional Planning, Iowa State University

KYLE KARSJEN PREPAREDNESS AND MITIGATION SPECIALIST

Kyle currently serves as Tidal Basin's Preparedness and Mitigation Specialist. In this role, he provides consulting services across the full spectrum of emergency management to a wide range of clients: federal, state, local, and tribal.

Prior to joining Tidal Basin, Mr. Karsjen had over sixteen (16) plus years of experience in emergency management, including threat/hazard identification and risk assessment, hazard mitigation, capabilities assessment, strategic planning, emergency response planning, infrastructure and asset protection, and program assessment.

RELEVANT EXPERIENCE AND PROFESSIONAL HISTORY

Senior Emergency Management Specialist, Wood Environment and Infrastructure Solutions, April 2015 – September 2019

- ▶ Facilitated community, county, state and tribal clients through the development and implementation of over 40 hazard mitigation plans across the country, meeting all FEMA requirements.
- ▶ Many hazard mitigation plans included an assessment of future impacts on communities due to climate change.
- ▶ Developed emergency operations plans for cities, counties and tribes in New Mexico and Colorado.
- ▶ Developed FEMA-compliant debris management plans in Iowa.

Operations Officer, Iowa Homeland Security and Emergency Management, November 2013 – April 2015

- ▶ Facilitated community, county, state and tribal clients through the development and implementation of over 40 hazard mitigation plans across the country, meeting all FEMA requirements. Facilitated statewide capabilities assessments with state and local partners on core homeland security and emergency management capabilities, setting benchmarks and identifying gaps in Iowa's levels of preparedness.
- ▶ Coordinated development of the Iowa Homeland Security and Emergency Management Strategy 2015-2018, which drove State of Iowa emergency management investments for the next three years.
- ▶ Worked with partners, disciplines, stakeholders and professional organizations in Iowa to develop initiatives that increased Iowa's levels of capability across emergency management.
- ▶ Managed over \$650,000 worth of projects, including hazard analysis and risk assessment, active shooter, cyber security, urban search and rescue, resource management, social media and public

information, and operational coordination.

- ▶ Acted on a rotating basis in the duty office as a 24/7 contact for emergency management requests to the State of Iowa.

District Liaison, Iowa Homeland Security and Emergency Management, April 2012 – November 2013

- ▶ Worked with 16 counties in central Iowa to ensure compliance with planning standards.
- ▶ Served as liaison between Iowa Homeland Security and Emergency Management and the Safeguard Iowa Partnership, working to incorporate the private sector into public emergency response.

Infrastructure Protection Planner, Iowa Homeland Security and Emergency Management, April 2010 – April 2012

- ▶ Worked with private sector partners to develop infrastructure protection plans and strategies, specifically for the Information Technology and Communications sectors.
- ▶ Conducted vulnerability assessments on critical facilities in Iowa and provided recommendations for vulnerability mitigation measures.
- ▶ Developed methods to share critical information with public and private sector partners.
- ▶ Managed Iowa's security clearance program for clearances granted by the Department of Homeland Security.

Homeland Security Planner, Iowa Homeland Security and Emergency Management, April 2012 – November 2013

- ▶ Developed strategic plans in 2004, 2006 and 2009, guiding State of Iowa investment in homeland security and emergency management efforts.
- ▶ Coordinated development of successful applications for over \$28 million in homeland security grants.



AREAS OF EXPERTISE

Hazard Mitigation Planning

State Hazard Mitigation Plan Development

Multi-Jurisdictional Multi-Hazard Mitigation Plan Development

Urban and Regional Planning

Extensive Project Management

Hazard Mitigation Assistance Grant Programs Management

Data Discovery and Database Development

Software Wireframing

Technical User Training

Stakeholder Outreach

Research

Technical Reporting

HIGHLIGHTS

Currently managing \$2M in planning grants under the Pre-Disaster Mitigation (PDM) Grant Program on behalf of the State of New York.

Certified Mediator

EDUCATION

B.A. Anthropology, School of Natural and Social Sciences
Purchase College

B.A. Media Studies, School of Film and Media Studies
Purchase College

Masters in Urban and Regional Planning (M.R.P), Department of Geography and Planning
University at Albany SUNY

Finalist, SUNY Chancellor's Award of Excellence

SHANNON CLARKE

MITIGATION PLANNING MANAGER

Shannon currently serves as Tidal Basin's Mitigation Planning Manager and primary liaison between New York State DHSES Mitigation Section and FEMA Region II for thirteen (13) counties, including New York City. Her project management expertise includes handling client priorities, adaptive supervision and coordination of workflows and teams, product-oriented focus, and extensive management across multiple plans and projects.

Mrs. Clarke was a core member of the 2019 New York State Hazard Mitigation Plan update team, which produced the first web-based statewide hazard mitigation plan in the country. Currently, she is working closely with NYS Division of Homeland Security and Emergency Services (NYS DHSES) and the University at Albany SUNY to develop custom web-based Local Hazard Mitigation Planning Tools and Scenario Models to integrate local hazard mitigation planning with New York State's mitigation strategy.

RELEVANT EXPERIENCE AND PROFESSIONAL HISTORY

Mitigation Planning Manager, Tidal Basin, August 2019 – Present

- ▶ Hazard Mitigation Planning Manager serving the New York State Division of Homeland Security and Emergency Services in the application and management of hazard mitigation planning grant funds and production of FEMA approved Multi-Jurisdictional Multi-Hazard Mitigation Plans.
- ▶ Plan review and assessment on behalf of NYSDHSES to evaluate how New York State Local Hazard Mitigation Plans meet 44 CFR regulations and NYS Planning Standards, and identification of plan strengths and opportunities for further development.
- ▶ Multi-Jurisdictional Multi-Hazard Mitigation Plan state review for approval recommendation to FEMA
- ▶ Extensive outreach and engagement with community officials, planning stakeholders and the public to provide technical assistance, grant administration, subject matter expertise and regulation guidance throughout the pre- and post-award grant management.
- ▶ Supports New York State with implementation of Hazard Mitigation Assistance Grant Program funds including application review, subrecipient engagement and application development, and prioritization of applications for FEMA submittal.
- ▶ Interpret laws and regulations, including but not limited to: 44 CFR, 2 CFR, Hazard Mitigation Assistance Unified Guidance (HMAUG) 2010-2015, and the Stafford Act.

Project Manager, Senior Research Analyst; Albany Visualization and Informatics Lab (AVAIL) at the University at Albany SUNY, April 2018 – July 2019

- ▶ 2019 New York State Multi-Hazard Mitigation Plan (SHMP) update, MitigateNY, the first web-based statewide hazard mitigation plan in the country (<https://mitigateny.availabs.org/>).
- ▶ Developed of pre-, in-meeting, and post-interview materials for comprehensive statewide interviews with NYS agencies and stakeholders. Assisted in the facilitation of interviews and integration of qualitative/quantitative data in NYSHMP.
- ▶ Conducted data discovery and worked collaboratively with project team to develop web-based software tools and web content for data collection, presentation and visualization.
- ▶ Developed web-based review tool to facilitate FEMA review of the NYSHMP.
- ▶ Project Manager: development and implementation of National Performance Management Research Data Set (NPMRDS) Congestion and Performance Measurement Dashboard for New York State Department of Transportation (<https://nprds.availabs.org/login>).
- ▶ Project Manager: development and implementation of Capital Region Indicators (<https://indicators.availabs.org/>) for a consortium of leading community groups including the Capital Region Chamber of Commerce and Capital District Regional Planning Commission and The Community Foundation for the Greater Capital Region.



AREAS OF EXPERTISE

Geospatial Information Systems
 Quality Control (QC) and Quality Assurance (QA)
 Cartographic Design Principles
 HAZUS Modeling Software
 ArcGIS Desktop Software
 Hazard Mitigation Planning
 Data Organization and Processing
 Map Modernization Techniques
 Georeferencing Flood Maps
 Project Management
 Climate Change Vulnerability

HIGHLIGHTS

Worked with the Ute Tribe to obtain GIS data for analysis and mapping. Developed maps for the plan and used ArcGIS 10.4 and HAZUS-MH 4.0 to perform analysis on population and building exposure within the tribal planning area for the Mitigation Plan.

Performed GIS analysis on critical facilities with natural hazards such as Ground Shaking Potential, Fire Severity and Flood to support the Calaveras County Mitigation Plan.

Performed GIS analysis using ArcGIS 10.4.1 and HAZUS 4.0 to complete hazard risk assessments to provide loss estimates for the City of Boulder, Colorado.

EDUCATION

B.S. Social Work, Western Carolina University

MACK CHAMBERS

GIS/DATA MANAGEMENT SPECIALIST

Mack currently serves as Tidal Basin's GIS/Data Management Specialist. In this role, he provides GIS-based hazard risk analysis for multiple state and local mitigation plans. Additionally, he produces publication-quality graphics, figures, and maps for a wide variety of clients.

Prior to joining Tidal Basin, Mr. Chambers had twenty (20) years of experience that includes HAZUS flood and earthquake modeling, DFIRM production, spatial analysis, cartographic design, map book creation, development of spatial data and databases, and detailed QA/QC.

RELEVANT EXPERIENCE AND PROFESSIONAL HISTORY

GIS Specialist, SWCA Environmental Consultants, May 2018 – July 2019

- ▶ Supported and coordinated GIS workload with a team to ensure that productivity goals were met and delivered on time and on budget.
- ▶ Assisted field crews with their field equipment and data collection to obtain natural and cultural resources found during surveys. Created databases and cartographic-quality maps using ArcMap and ArcGIS Pro for reports.
- ▶ Tracked, organized and purchased needed field equipment, bringing order to a previously disorganized section of the business.

GIS Specialist, Wood Environment and Infrastructure Solutions (formerly AMEC and AMEC Foster Wheeler), February 2006 – May 2018

- ▶ Performed all the GIS mapping and analysis for the 2009 NE Colorado Hazard Mitigation Plan which included Cheyenne, Kit Carson, Lincoln, Logan, Morgan, Phillips, Sedgwick, Washington, Weld and Yuma Counties.
- ▶ Worked on over 50 state and local hazard mitigation plans across the country, 34 of these plans were in Colorado. Performed GIS analysis and created maps using ArcGIS 9.2-10.4 and HAZUS-MH on building footprints, parcel data and critical facilities in relation to natural hazards such as avalanche, flood, geologic hazards, landslide and wildfire to support different hazard plans.
- ▶ Worked on several FEMA Digital Flood Insurance Rate Map (DFIRM) modernization projects, updating data and annotation; performing QC to ensure data and cartographic work met FEMA's guidelines and specifications.

GIS Manager, Kroll Factual Data Flood (formerly National Flood Research), Month 1999 – Month 2005

- ▶ Self-taught MapInfo software and started the GIS department for a small flood research company. Supervised a staff of 8 employees. Scanned and geo-referenced maps; digitized, updated, and corrected digital flood layers.
- ▶ Trained and performed quality control on GIS staff's completed work.



AREAS OF EXPERTISE

Hazards and Performance Analysis

Floodplain Management and Insurance

Hazard Mitigation Assistance

Environmental and Historical Preservation

Hazard Mitigation Planning

Regulatory Compliance

Long Term Community Recovery

HIGHLIGHTS

Over 12 years of federal service as a Hazard Mitigation Planner, Hazard Mitigation Assistance Specialist, Hazard Mitigation Branch Director and National Incident Management Assistance Team member.

Currently the HMGP Program Lead on behalf of the State of New York for DR-4085-NY projects totaling \$2B.

EDUCATION

B.A. Political Science, Millersville University

M.S. Emergency Management, North Dakota State University

Former CEM and CFM

Emergency Management Institute/Center for Domestic Preparedness Courses E/L:

102, 179, 202, 207, 212, 238, 273, 276, 278, 291, 300, 312, 318, 341, 378, 373, 386, 400, 425, 477, 479, 563, 564, 598, 825.

Instructor: 168, 203, 204, 207,

IM3 and IM2 Completion/ FQS Qualified Type 2 HMBD, Candidate Type 1 HMBD

EMMIE/NEMIS/Grants Portal

JEANINE NEIPERT

SENIOR DIRECTOR OF MITIGATION PROGRAMS

Jeanine currently serves as Tidal Basin's Hazard Mitigation Grant Program (HMGP) Lead for DR-4085-NY (Hurricane Sandy). In this role, she oversees all aspects of HMGP administration on behalf of the State of New York. Prior to joining Tidal Basin, Jeanine was employed with FEMA HQ and FEMA Region VIII.

RELEVANT EXPERIENCE AND PROFESSIONAL HISTORY

Risk Reduction Advisor to the Federal Coordinating Officer, FEMA, March 2018 – March 2019

As the Risk Reduction Advisor for a Level 1 disaster in Puerto Rico (DR-4339) Jeanine provided mitigation subject matter expertise to the Federal Disaster Recovery Officer and Federal Coordinating officer as well as representatives from other federal agencies, Commonwealth agencies (particularly the Puerto Rico Planning Board, Office of Permitting, and Central Office for Recovery, Reconstruction and Resiliency), internal programmatic partners, and contract personnel. Key accomplishments within her portfolio:

- ▶ Advisory Base Flood Elevation (ABFE) mapping development, technical support, training, outreach, and platform support across Puerto Rico; LIDAR developed and technical support provided.
- ▶ Mitigation Assessment Team and Cost and Constructability Report Developed; Recovery Advisory development/issuance
- ▶ Wind microzoning analysis and associated mapping developed; 2018 Puerto Rico Building Code update support provided; building science and coastal construction training provided.
- ▶ 5,000 Substantial Damage assessments and quality control reviews performed for 30,000 assessments.

Hazard Mitigation Branch Director, National Incident Management Assistant Team (N-IMAT) and FEMA, June 2014 – March 2018

- ▶ As the Mitigation Branch Director in support of Level 2 disasters in Louisiana (DR-4277-LA) and South Carolina (DR-4241-SC) as well as the Mitigation Advisor to the Federal Disaster Recovery Officer (FDRC) for a Level 1 disaster in Florida (DR-4339-FL), Jeanine managed staff over four functionally diverse sections (Community Education and Outreach, Hazard Mitigation Grants and Planning, Hazards and Performance Analysis, and Floodplain Management and Insurance) and served as FEMA's primary representative from the Hazard Mitigation Branch to the State Hazard Mitigation Officer, Floodplain Management Administrator, the Governor's Authorized Representative, Federal Coordinating Officer, the Federal Disaster Recovery Coordinator, congressional representatives, and field and

national representatives of other federal agencies.

Hazard Mitigation Assistance Specialist, FEMA Region VIII, March 2011 – June 2014

During her tenure as an HMA Specialist with FEMA Region VIII and the HMA program manager for North Dakota, Jeanine was responsible for Hazard Mitigation Grant Program (HMGP) planning and project sub-applications review, approval and obligation; project management; fiscal oversight; spend plan development and execution; internship development; National Disaster Recovery Framework (NDRF) regional and national working group membership, HMA Branch performance metrics development; and served as a member of the second iteration of the U.S. Army Corps of Engineer's Devil's Lake Interagency Working Group. Jeanine also served as the Hazard Mitigation Branch Director or Mitigation Advisor to the Federal Disaster Recovery Officer (FDRC) during this timeframe, including: DR-4145-CO, DR-4128-ND, DR-4118-ND, DR-1981-ND, DR-1907-ND, and DR-1901-ND.

Hazard Mitigation Planner, FEMA Region VIII, January 2010 – March 2011

As a Hazard Mitigation Planner for FEMA Region VIII, Jeanine was responsible for ensuring that state, local, and tribal governments complied with the hazard mitigation planning requirements outlined in 44 CFR Part 201. Jeanine reviewed and approved hazard mitigation plans and provided technical assistance to communities as they developed their hazard mitigation plan including risk assessment and mitigation strategy development.

Hazard Mitigation Planner and Mitigation Advisor, FEMA Region VIII, October 2007 – January 2010

As a Disaster Assistance Employee for Region VIII, Jeanine was responsible for providing sustainable rebuilding and flood insurance guidance to disaster survivors at fixed and mobile disaster recovery centers, supporting communities to develop or update local hazard mitigation plans, and reviewing multi-hazard mitigation plans for compliance with 44 CFR Part 201. Post-disaster support included:

- ▶ Hazards and Performance Analysis Crew Lead (DR-1829-ND).
- ▶ Hazard Mitigation Community Planner (DR-1823-OK).
- ▶ Hazard Mitigation Advisor (DR-1786-LA and DR-1766-IN).

2j. Subcontractors

Tidal Basin is pleased to be partnering with DCMC Partners, LLC. DCMC Partners, LLC contact information:

DCMC Partners, LLC

515 Braxton Place

Alexandria, VA 22301

571-233-3137

<https://dcmcpartners.com/>

Specific tasks delegated to DCMC are detailed in the above workplan. Kelly George from DCMC will serve as the Lead Hazard Mitigation Planner for this project and the total percentage of work hours performed by Ms. George will be approximately 200 hours or 17% of the total project hours to complete the Nebraska Hazard Mitigation Plan Update.



DCMC, LLC (dba DCMC Partners) is a crisis management and public safety consulting firm. Our leadership and staff have responded to, managed recovery efforts, and provided mitigation expertise in the aftermath of nearly every historic disaster of the past 25 years. While at FEMA, DCMC's three co-founders helped overhaul the agency and build the nation's preparedness, mitigation, response, and recovery programs. They subsequently co-founded and were the driving force in the rapid growth of a leading provider of emergency management, disaster recovery, and mitigation services, where they delivered high-quality consulting and staff augmentation support to their clients for more than 14 years and established the firm as an international leader in the industry. After that company was sold, DCMC's three co-founding partners formed an LLC in 2014 to continue work on these important issues.

DCMC Partners' staff includes former policy makers and program professionals at the state and federal levels, helping shape state and national policy, government programs, initiatives, regulations, and create best practices related to recovery and mitigation. Our team members have served as career consultants for decades and their guidance is informed and based on practical experience.

From the earliest days of federal mitigation programs, DCMC's leadership and team members have been at the forefront of program development and implementation. Our team's focus on mitigation extends all the way back to the early days of FEMA's Hazard Mitigation Grant Program (HMGP) in the 1990s. Since then, our team members have been continually involved in shaping, implementing, and growing the HMGP, as well as FEMA's other mitigation efforts, including mitigation planning for local communities, universities and medical centers, and states.

Our team members know hazard mitigation, from both a programmatic and real-world perspective. DCMC team members have coordinated and staffed dozens of mitigation planning projects and post-disaster operations for state and local clients. For more than two decades, our leadership and staff have worked to help clients mitigate against future damages and losses, and to maximize billions of dollars in mitigation grant planning and program funding. Our team members have been involved in nearly every

significant disaster in the U.S. and internationally since the early 1990s, from 2001 Tropical Storm Allison to Hurricanes Katrina, Rita, Ike, Sandy, Harvey, Irma, Maria, and Michael to the 2008 and 2011 Midwest Floods; and many, many more.

This hands-on experience gives DCMC a unique perspective. Having been involved in so many disasters and at such a significant level, we bring both expert knowledge of the criticality of hazard mitigation planning and the importance of it to successful mitigation project implementation. We understand the direct tie between hazard and risk planning and mitigation and resiliency funding, and the increased importance of this tie in the current climate and funding environment.

3. SECTIONS II THROUGH IV

Tidal Basin has completed sections II through IV of the proposal and has provided our answers on the following pages.

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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:
MO			

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:
MOS			

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:
MOS			

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:
MOS			

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:
MOS			

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:
MOS			

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:
MOO			

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:
MOO			

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:
MOO			

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:
Moo			

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:
MOA			

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:
MOA			

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:
MOA			

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:
MSQ			

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:
MSQ			

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:
MSQ			

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:
MSQ			

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:
MSQ			

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 Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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:
MA			

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:
MA			

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:
MOS			

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:
MOS			

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:
MOS			

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:
MSA			

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:
MSA			

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:
MSA			

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:
MS			

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:
MS			

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:
MS			

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:
MSQ			

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:
MSQ			

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, Tidal Basin Government Consulting, LLC, 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.

Maria E Suppa

Signature of Contractor's Authorized Official

Maria Suppa, Vice President, Treasury

Name and Title of Contractor's Authorized Official

1/20/2020

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:
MO			

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:
MO			

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.

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4. TECHNICAL APPROACH

4.B Hazard Mitigation Plan (HMP) Update

The 2021 Nebraska State Mitigation Plan update will be developed utilizing the approach detailed below and aims to:

- ▶ Create a vision for a resilient future
- ▶ Set goals and objectives to build towards FEMA defined capabilities
- ▶ Promote interagency coordination in the areas of hazard mitigation and resiliency
- ▶ Comply with state and federal requirements
- ▶ Identify all hazards threatening the state
- ▶ Set a framework for the effective creation and implementation of mitigation activities

4.B.1 Organize the Planning Process and Resources

March 1, 2020 – April 1, 2020

Task	Deliverables	Intent
Task 1 Organize the Planning Process and Resources, Build the Planning Team	<ul style="list-style-type: none"> ▶ NEMA/Tidal Basin administrative kick-off meeting ▶ Data discovery, collection and review ▶ Establish Mitigation Advisory Team and host project kick-off meeting ▶ Focused engagement with technical experts, departmental/organizational workgroups ▶ Stakeholder participation activities ▶ Strategy for public engagement ▶ Documentation of the plan development process 	<ul style="list-style-type: none"> ▶ To demonstrate a deliberative approach to plan development. ▶ To actively involve stakeholders with the data and expertise to develop the plan, but also with the responsibility or authority to implement mitigation actions and reduce risk state-wide.

Once the NEMA/Tidal Basin administrative kick-off meeting occurs, Tidal Basin reviews the existing documents, data and information; previously developed hazard mitigation plans; comprehensive and other land use plans; capital improvement plans; climate change and future conditions plans and studies; documentation from previously completed stakeholder meetings; and FEMA's reviews of the 2014 and 2019 state plans with particularly emphasis on:

- ▶ The 2014 Nebraska State Mitigation Plan
- ▶ The 2019 Nebraska State Hazard Mitigation Plan
- ▶ The 2013 State of Nebraska Flood Mitigation Plan
- ▶ The Nebraska Climate Assessment Response Committee's Drought Mitigation Plan

We also engage with the core planning team from the NEMA Recovery Section to discuss lessons learned and issues and concerns that may have come to light during the 2019 plan update process.

We then review the current membership of the Governor's Taskforce for Disaster Recovery (GTF) and stakeholders involved in the development of the 2019 plan and suggest the involvement of additional agencies and departments across Nebraska, the private sector, and federal, regional, or municipal governments, as applicable. Once we've assessed current stakeholder membership and prospective membership, we would develop the Mitigation Advisory Team (MAT) headed by NEMA. The MAT would spearhead and contribute to the development of the 2021 plan update. The MAT members would be derived from the following sectors:

- ▶ Emergency Management
- ▶ Economic Development
- ▶ Land Use and Development
- ▶ Housing
- ▶ Health and Social Services
- ▶ Infrastructure
- ▶ Natural and Cultural Resources

Once the MAT composition is determined, the Planning Team will conduct a MAT planning project kick-off meeting to:

- ▶ Share information from the NEMA/Tidal Basin administrative Kick-off meeting
- ▶ Provide an overview of the project, draft workplan, strategy for public outreach and engagement, and project schedule
- ▶ Introduce the Planning Team including team members roles and responsibilities to develop the plan and their contact information
- ▶ Discuss the anticipated level of engagement from MAT members: number of meetings, conference calls, and projected requests for data
- ▶ Detail reporting and documentation requirements and processes: what MAT members can expect to receive prior to scheduled meetings, level of preparation required for meetings/conference calls, and documentation of the planning process, e.g., meeting minutes, sign-in sheets, surveys

All meeting materials will be collected and retained by the Planning Team for inclusion as an appendix to the plan and the planning process will be thoroughly documented and described within the plan to ensure 44 CFR Part 201 requirements are met.

4.B.2 Risk Assessment and Capabilities

April 1, 2020 – June 1, 2020

Task	Deliverables	Intent
Task 2 Risk and Capabilities Assessments	<ul style="list-style-type: none"> ▶ Updated hazards and risk assessment for NEMA review, including the identification and validation of hazards, hazard profiles, asset inventory including critical infrastructure ▶ Updated risk and vulnerability assessment including loss estimations ▶ Identification of future development and climate conditions 	<ul style="list-style-type: none"> ▶ To understand the probability of hazard events in the future as the basis for anticipated impacts of hazard risks statewide. ▶ To understand vulnerability of assets critical for state resilience as a basis for identifying and prioritizing mitigation actions. ▶ To understand potential impacts of future hazard events on jurisdictions throughout the state as the basis for identifying and prioritizing mitigation actions. ▶ To ensure that the mitigation strategy addresses the risk and vulnerabilities to existing and potential development and takes into consideration possible future conditions that can impact statewide vulnerability.

Hazard Identification and Risk Assessment (HIRA)

Based on a review of Nebraska's 2014 and 2019 State Mitigation Plans, as well as local mitigation plans, the project team will identify hazards impacting the State and evaluate previous natural hazard occurrences as well as the probability of future occurrences for the 2021 update. The updated Hazard Identification and Risk Assessment (HIRA) will also analyze changes in hazard events, including changes in frequency or duration of the hazard, event location, increases or decreases in impact and/or extent and an evaluation of the probability of future occurrences. Any hazard that is excluded from the plan update will be based on a rationale that is documented in the updated plan. Once relevant hazards have been selected, reviewed and approved by the MAT, hazard profiles that satisfy all 44 CFR requirements will be developed using best available data (including NOAA's National Centers for Environmental Information Storm Events Database, various US Geological Survey, US Department of Agriculture, US Army Corp of Engineers, FEMA datasets, local hazard mitigation plans, etc.) and state agency and local input to characterize the impacts of the hazards both statewide and at the jurisdictional level. This overview will allow the State to compare impacts, losses and vulnerability and determine priorities for mitigation measures.

As the foundation for the risk assessment, the hazard profiles will provide the factual basis for activities proposed in the mitigation strategy that will reduce losses from identified hazards. The risk assessment process focuses attention on areas most at risk by evaluating where populations, infrastructure, and critical facilities are vulnerable to hazards, and to what extent injuries or damage may occur.

Although measuring the state's capacity to maintain continuity and recover quickly from disasters is a challenge there are measures, indicators and data to evaluate risk that significantly enhance the mitigation of that risk. The 2012 National Research Council report 'Disaster Resilience: A National Imperative', reviewed the strengths and challenges of different frameworks for measuring resilience, and identified four critical dimensions of a measuring risk:

Critical and Environmental Infrastructure—the ability of critical and environmental infrastructure to recover from events—components may include water and sewage, transportation, power, communications, and natural infrastructure

Built Infrastructure—the ability of built infrastructure to withstand impacts of disasters, including components such as hospitals, local government, emergency response facilities, schools, homes and businesses, bridges, and roads.

Vulnerable Populations—factors that capture special needs of individuals and groups, related to components such as minority status, health issues, mobility, and socioeconomic status

Social Factors—factors that enhance or limit a community's ability to recover, including components such as social capital, education, language, governance, financial structures, culture, and workforce

The Nebraska State Hazard Mitigation Plan will be designed to give citizens, emergency managers, planners and public officials as detailed an understanding as possible into the historic patterns and future risks of natural hazards to Nebraska's infrastructure and population. Creating a clear framework for understanding how a hazard will cause harm (risk) with some severity of consequence (vulnerability) will go beyond previous hazard occurrences by assessing regulatory hazard zones, population and demographic data (US Census – ACS demographic) and assets including critical infrastructure. This approach will ensure that the risk assessment process makes a clear connection between the State's vulnerability and the specificity of its mitigation strategies (i.e., proposed mitigation actions and measures). Data will be visualized, and interpretable, user-friendly maps and tables will be utilized throughout the plan. Conveying these data in accessible visualizations makes them useful to locals and their planning efforts across the state. Which in turn speaks to a more robust statewide mitigation program.

Additionally, for flooding and any other applicable hazards, our GIS Analyst, Mack Chambers, will utilize HAZUS-MH™ to develop hazard scenarios and loss estimations. Reports and shapefiles generated by the modeling software will be reviewed and incorporated into the updated plan. All files generated will be provided to NEMA at the conclusion of the project. All GIS and datasets will be developed with guidance from NEMA and will meet its processing and formatting criteria.

Validate and Update Asset Inventory

Our GIS Analyst will use existing data sources (flood zones, jurisdictional boundaries, cadastral, parcel and zoning data as available; elevation data, declaration data, etc.) to update and validate the inventory of assets that are exposed or vulnerable to the hazards identified and profiled in the HIRA. Historic assets will be included in this updated validation of assets, as will National Flood Insurance Program Repetitive Loss and Severe Repetitive Loss properties (as applicable) and State owned and operated assets (including

estimated potential dollar losses to state assets located in identified hazard areas), infrastructure, and critical assets located in identified hazard areas.

The updated assessment will provide an overview and analysis of potential losses to vulnerable structures, based on estimates provided in local risk assessments and the State’s previous risk assessments. Data for each asset, including structural data and valuation, will be gathered from state and national datasets, as well as other relevant state and local plans. The Planning Team will brief the MAT on the development process for the asset inventory and will provide a draft version to the MAT for review and validation of the results, and to provide additional information or documentation for any data point which there is belief that additional data is available.

During the project period, concurrent studies and planning efforts may yield additional data and results that could be utilized in the plan. To avoid duplication of efforts to the extent possible, the Planning Team will confer with the MAT at the start of this portion of the project and periodically through the planning activity to determine whether to proceed with the efforts described below or to incorporate results from others that will be available in a timely manner.

4.B.3 Assist in development of a Mitigation Strategy

June 1, 2020 – August 1, 2020

Task	Deliverables	Intent
<p>Task 3 Mitigation Strategy Development Assistance</p>	<ul style="list-style-type: none"> ▶ Updated mitigation goals ▶ Updated mitigation actions and projects ▶ Prioritization of projects ▶ Development of repetitive loss strategies ▶ Review and update of existing capabilities including existing authorities, policies, programs and plans 	<ul style="list-style-type: none"> ▶ To guide development and implementation of hazard mitigation actions. ▶ To establish specific hazard mitigation actions that will be implemented to reduce the vulnerabilities identified in the risk assessment. ▶ For the responsible entity to take action to complete activities and projects as funding opportunities to implement them arise. ▶ To evaluate progress in implementing the mitigation strategy and to ensure the plan reflects current conditions, including financial, legal, and political realities and post-disaster conditions.

With data collected from state agencies and county governments the MAT will be well positioned to assess which mitigation goals and actions are realistic and/or practical to implement based on the level of technical, administrative and fiscal resources available. The capabilities assessment update will provide a mechanism to increase awareness of mitigation-related programs and initiatives and can increase coordination of overlapping or parallel efforts statewide.

Without an assessment of the state's capability, implementation of the State's plan could stall from challenges due to gaps in resources or a lack of coordinated effort. A common challenge at all levels of government is efficient utilization of resources and consistent communication and information sharing.

The updated state capability assessment will not only address the ways the state's existing capabilities can aid mitigation efforts, it will also address areas in which the state needs to strengthen its capabilities. This is not simply a list or report of existing programs. Instead it is an assessment based on existing capabilities that demonstrates the state's commitment to mitigation, identifies a wide range of resources from which to implement mitigation activities, and reveals areas to target improvements.

A review of previous hazard mitigation plans (state and local) capability assessments will provide background on existing authorities, policies, programs and plans. This review will also provide a process to evaluate the strengths and weaknesses of these capabilities over time.

The Planning Team collects discrete, standardized data (e.g., capability name, description, lead authority, primary source of funding, amount of funding administered, approximate number of FTE staff, etc.) across state agencies and county governments about their mitigation-related programs, policies, and funding sources via survey instruments and interviews. Capability data about mitigation-related programs, policies, and funding sources will also be collected from relevant state and local plans, studies and documents (i.e., comprehensive plans, hazard-specific plans, Nebraska Department of Environment and Energy resources, etc.).

The capabilities assessment provides updated information about the State's Funding Capability and how FEMA allocated funds, as well as other grant funds, are utilized to the benefit of the state – and to evaluate if the state is under-utilizing public grant funding for mitigation.

Identify Goals

The Planning team will use the results from Task 2 and the outcome of the capability assessment to develop mitigation goals and prepare a draft list for the MAT's review/approval. The Planning Team will then identify, update, and prioritize mitigation actions, to include, at minimum, two repetitive loss strategies.

Identify and Prioritize Mitigation Actions

Based on the results of Task 2 and upon consultation with the MAT, the Planning Team will identify a comprehensive range of mitigation actions to address each hazard. The Planning Team will then develop a prioritization method. Actions could be prioritized using criteria such as technical feasibility, cost-effectiveness, environmental impact, degree of public or political support or any number of other criteria. Alternatively, NEMA may have a preferred prioritization method that could also be used. Each activity in the updated strategy will include an explanation for how the activity contributes to the overall mitigation strategy and risk-reduction.

Development of Repetitive Loss Strategies

The Planning Team will identify and include a minimum of two implementable Repetitive Loss strategies in the Mitigation Strategy section of the updated plan. MAT members will be consulted for their input on the strategies from their agency/organizational perspectives.

4.B.4 Finalize the State Plan and Plan Maintenance

August 1, 2020- August 30, 2020

Task	Deliverables	Intent
Task 4 Finalize the State Plan and Develop Plan Maintenance Protocol	<ul style="list-style-type: none"> ▶ Updated plan maintenance process section reflecting current and expected state capability ▶ Memorializing and institutionalizing the planning committee membership ▶ Developing a protocol for future-plan monitoring and updates over five-year lifecycle of the plan 	<ul style="list-style-type: none"> ▶ To ensure the implementation of the plan over time, but also to ensure the plan remains current and reflects changes to the statewide mitigation program.

The mitigation plan is a document that guides action over time. As political, fiscal and climatic conditions change, new data or technology becomes available, or mitigation actions progress over the life of the plan, plan adjustments may be necessary. Plan maintenance is the process the planning team establishes to track the plan's implementation progress and to inform the plan update. Updated plans must include a description of the method and schedule for monitoring, evaluating, and updating it within a 5-year cycle so identifying and adhering to monitoring and evaluation procedures will make the 5-year update process easier and more effective. Additionally, active maintenance gives the plan and its strategy implementation more opportunity to be leveraged and integrated as other concurrent studies and planning efforts are underway.

To ensure continued relevance and development of the plan over its five-year lifecycle it is key to identify how, when and by whom the effectiveness of the plan is being assessed. In consultation with the MAT the Planning Team will devise a methodology that establishes how project, plan, and funding elements will be implemented, monitored, and updated during this timeframe. For example, this may include requiring that a person or agency present regular reports on the status of the plan's implementation and establishing procedures for updating the plan in a timely manner after a major disaster.

The Planning Team, with input from NEMA, will devise a maintenance process for the updated and plan that ensures the following 44 CFR requirements are addressed:

- ▶ Identifying how, when, and by whom the plan will be monitored over time;
- ▶ Identifying how, when, and by whom the plan will be evaluated over time; and
- ▶ Identifying how, when, and by whom the plan will be updated prior to the expiration and after other triggering events.
- ▶ Identifying how, when, and by whom the plan maintenance and evaluation processes will involve public officials, stakeholders and the public.

4.B.5 Additional sub-tasks

March 1, 2020 – August 1, 2020

Additional sub-tasks included in this effort have been incorporated within Tasks 1-4 as each is vital to the development of a specific section of the plan update. For reference, each sub-task's location within Tasks 1-4 is listed below.

- ▶ Document stakeholder participation in the HMP update as required via sign in sheets, meeting minutes, completed surveys, etc.- **Task 1 Organize the Planning Process and Resources**
- ▶ Review local hazards within the state and incorporate data, as necessary- **Task 2 Risk Assessment and Capabilities**
- ▶ Incorporate other plans, studies into the HMP and update as deemed necessary by NEMA- **Task 2 Risk Assessment; Task 3 Mitigation Strategy Development**
- ▶ HMP will be updated to include relevant disaster events **Task 2 Risk Assessment and Capabilities**
- ▶ Identify project milestones for the completion of the project and submit information for review and approval by NEMA- **Project Management Section-Project Manager**
- ▶ Provide technical assistance to ensure HMP is consistent with new laws, policies, or regulations at the federal, state, or local level-**Project Management Section-QA/QC Analyst**
- ▶ Provide technical assistance to facilitate the planning process with external stakeholders and NEMA- **Task 1 Organize the Planning Process & Resources**

Draft Plan Submission and Approval

The final draft plan w/appendices and supporting documentation will be delivered to NEMA no later than 8/31/20. The Planning Team will be accessible throughout the state and federal review process and responsive to any requests for information or necessary adjustments to the plan that may be required in order to expedite FEMA approval.

APPENDIX A: FORM A

Tidal Basin has provided Form A: Bidder Proposal Point of Contact within this appendix.

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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:	Tidal Basin Government Consulting, LLC
Bidder Address:	126 Business Park Drive, Utica, NY 13502
Contact Person & Title:	Anthony Kilburn, Proposal Manager
E-mail Address:	akilburn@tidalbasin.rphc.com
Telephone Number (Office):	315-272-2033
Telephone Number (Cellular):	704-302-3141
Fax Number:	315-272-2054

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:	Tidal Basin Government Consulting, LLC
Bidder Address:	1299 Farnam Street, Suite 300, Omaha, NE 68102
Contact Person & Title:	Jacob Gray, Director of Mitigation
E-mail Address:	jgray@tidalbasin.rphc.com
Telephone Number (Office):	785-213-1401
Telephone Number (Cellular):	785-213-1401
Fax Number:	315-272-2054

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APPENDIX B: FINANCIAL STATEMENTS

Tidal Basin has provided our latest audited financial statements on the following pages.

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Audited Consolidated Financial Statements

**RISING PHOENIX HOLDINGS CORPORATION
AND SUBSIDIARIES**

(formerly known as Adjusters International, Inc.)

December 31, 2018

Audited Consolidated Financial Statements

RISING PHOENIX HOLDINGS CORPORATION AND SUBSIDIARIES
(formerly known as Adjusters International, Inc.)

December 31, 2018

Independent Auditor's Report.....	1
Consolidated Balance Sheets	3
Consolidated Statements of Income.....	5
Consolidated Statements of Stockholders' Equity.....	6
Consolidated Statements of Cash Flows.....	7
Notes to Consolidated Financial Statements.....	9



Firley, Moran, Freer & Eassa, CPA, P.C.

125 East Jefferson Street · Suite 920 · Syracuse, NY 13202
p: 315.472.7045 f: 315.472.7053 www.fmfecpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Rising Phoenix Holdings Corporation and subsidiaries
Utica, New York

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Rising Phoenix Holdings Corporation (formerly known as Adjusters International, Inc.) and subsidiaries (the "Company") which comprise the consolidated balance sheets as of December 31, 2018 and 2017, and the related consolidated statements of income, stockholders' equity and cash flows for the years then ended and the related notes to the consolidated financial statements (collectively, the "financial statements").

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

An Independently Owned Member, RSM US Alliance

RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM International.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Rising Phoenix Holdings Corporation (formerly known as Adjusters International, Inc.) and subsidiaries as of December 31, 2018 and 2017, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Sirley, Moran, Kreeb & Esser, CPA, P.C.

Syracuse, New York
May 13, 2019

CONSOLIDATED BALANCE SHEETS

RISING PHOENIX HOLDINGS CORPORATION AND SUBSIDIARIES
(formerly known as Adjusters International, Inc.)

	December 31,	
	2018	2017
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 3,258,398	\$ 2,510,514
Accounts receivable and other	80,006,222	11,878,979
Unbilled costs	13,245,184	62,692
Due from Vanguard	-0-	850,000
Refundable income taxes	-0-	275,841
Prepaid expenses and other assets	854,748	314,476
TOTAL CURRENT ASSETS	<u>97,364,552</u>	<u>15,892,502</u>
OTHER ASSETS		
Investment in joint ventures	8,558,641	6,450,068
Intangible asset--goodwill (\$3,200,000), less amortization	2,323,333	2,653,333
Deferred income taxes	-0-	323,000
	<u>10,881,974</u>	<u>9,426,401</u>
PROPERTY AND EQUIPMENT		
Land	166,847	166,847
Building and improvements	3,839,685	3,647,813
Office furniture and equipment	1,206,678	1,089,780
Software/website development	2,044,053	894,574
Trade show displays	4,174	4,174
	<u>7,261,437</u>	<u>5,803,188</u>
Less allowances for depreciation and amortization	<u>3,292,008</u>	<u>3,073,200</u>
	<u>3,969,429</u>	<u>2,729,988</u>
	<u><u>\$ 112,215,955</u></u>	<u><u>\$ 28,048,891</u></u>

	December 31,	
	<u>2018</u>	<u>2017</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES		
Notes payable	\$ 21,500,000	\$ 4,300,000
Accounts payable	1,069,822	819,881
Accrued expenses and benefits	4,441,899	4,170,716
Due to subcontractors	15,086,514	1,314,830
Deferred revenue	12,735,441	-0-
Accrued income taxes	5,300,071	1,432,036
Dividends payable	7,671,205	-0-
Current maturities of long-term debt	169,840	164,416
TOTAL CURRENT LIABILITIES	<u>67,974,792</u>	<u>12,201,879</u>
 LONG-TERM DEBT, excluding current maturities	 273,460	 445,346
 DEFERRED INCOME TAXES	 1,589,000	 -0-
STOCKHOLDERS' EQUITY		
Preferred stock, \$1 par value:		
Authorized--25,000 shares; issued and outstanding--		
1,189 shares in 2018 and 727 in 2017 including		
300 shares in treasury	1,189	727
Common stock, \$1 par value:		
Authorized--250,000 shares; issued and outstanding--		
15,340 shares in 2018 and 2017	15,340	15,340
Additional paid in capital	1,628,769	1,184,982
Retained earnings	40,786,593	14,267,578
	<u>42,431,891</u>	<u>15,468,627</u>
Less Preferred stock in treasury, at cost	302,250	302,250
Total controlling interest in stockholders' equity	<u>42,129,641</u>	<u>15,166,377</u>
 Total non-controlling interest in stockholders' equity	 249,062	 235,289
	<u>42,378,703</u>	<u>15,401,666</u>
	<u>\$ 112,215,955</u>	<u>\$ 28,048,891</u>

See notes to consolidated financial statements.

CONSOLIDATED STATEMENTS OF INCOME

RISING PHOENIX HOLDINGS CORPORATION AND SUBSIDIARIES
(formerly known as Adjusters International, Inc.)

	Year ended December 31,	
	2018	2017
Revenues:		
Consulting fees	\$205,575,410	\$ 22,093,131
Less: direct costs--labor	26,674,828	7,116,860
direct costs--expenses	10,572,876	4,002,069
direct costs--subcontractors	67,947,676	2,717,879
NET CONSULTING FEES	<u>100,380,030</u>	<u>8,256,323</u>
Other income (expense):		
Operating agreements income (rebates), net	172,879	(155,624)
Rental income	62,867	115,423
Loss on disposal of equipment	(873)	(1,946)
Income from joint venture	3,108,558	11,894,407
	<u>3,343,431</u>	<u>11,852,260</u>
NET REVENUES	<u>103,723,461</u>	<u>20,108,583</u>
Operating expenses	<u>36,542,416</u>	<u>15,830,432</u>
	67,181,045	4,278,151
Depreciation and amortization	813,002	576,213
Interest expense, net, including amortization of deferred financing costs of \$1,986 in 2018 and \$1,987 in 2017	876,909	111,493
INCOME BEFORE INCOME TAXES AND MINORITY INTEREST	<u>65,491,134</u>	<u>3,590,445</u>
Income tax expense (benefit):		
Current	29,353,000	1,698,000
Deferred	1,912,000	(55,000)
	<u>31,265,000</u>	<u>1,643,000</u>
INCOME BEFORE MINORITY INTEREST	<u>34,226,134</u>	<u>1,947,445</u>
Non-controlling interest in net income of subsidiaries	<u>(15,377)</u>	<u>(8,018)</u>
CONTROLLING INTEREST IN NET INCOME	<u>\$ 34,210,757</u>	<u>\$ 1,939,427</u>

See notes to consolidated financial statements.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

RISING PHOENIX HOLDINGS CORPORATION AND SUBSIDIARIES
(formerly known as Adjusters International, Inc.)

Years ended December 31, 2018 and 2017

	Preferred Stock		Common Stock		Additional	Retained
	Shares	Amount	Shares	Amount	Paid in	Earnings
					Capital	
BALANCES AT DECEMBER 31, 2016	608	\$ 608	15,340	\$ 15,340	\$1,075,101	\$ 12,341,066
Issuance of Preferred stock	119	119			109,881	
Dividends on Preferred stock						(12,915)
Net income						1,939,427
BALANCES AT DECEMBER 31, 2017	<u>727</u>	<u>727</u>	<u>15,340</u>	<u>15,340</u>	<u>1,184,982</u>	<u>14,267,578</u>
Issuance of Preferred stock	462	462			443,787	
Dividends declared on Common Stock						(7,671,205)
Dividends on Preferred stock						(20,537)
Purchase of non-controlling interest in subsidiary						
Net income						34,210,757
BALANCES AT DECEMBER 31, 2018	<u>1,189</u>	<u>\$ 1,189</u>	<u>15,340</u>	<u>\$ 15,340</u>	<u>\$1,628,769</u>	<u>\$40,786,593</u>

See notes to consolidated financial statements.

Preferred Stock in Treasury, at Cost		Total Controlling Interest	Total Non- Controlling Interest	Total
Shares	Amount			
300	\$(302,250)	\$13,129,865	\$ 227,271	\$13,357,136
		110,000		110,000
		(12,915)		(12,915)
		1,939,427	8,018	1,947,445
<u>300</u>	<u>\$(302,250)</u>	<u>15,166,377</u>	<u>235,289</u>	<u>15,401,666</u>
		444,249		444,249
		(7,671,205)		(7,671,205)
		(20,537)		(20,537)
		-0-	(1,604)	(1,604)
		34,210,757	15,377	34,226,134
<u>300</u>	<u>\$(302,250)</u>	<u>\$42,129,641</u>	<u>\$ 249,062</u>	<u>\$42,378,703</u>

CONSOLIDATED STATEMENTS OF CASH FLOWS

RISING PHOENIX HOLDINGS CORPORATION AND SUBSIDIARIES
(formerly known as Adjusters International, Inc.)

	Year ended December 31,	
	2018	2017
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS		
Cash flows from (used in) operating activities:		
Cash received from customers	\$ 150,194,095	\$ 12,705,544
Cash paid to participants, vendors and employees	(140,698,811)	(22,628,763)
Rent received	62,867	49,420
Interest received	22,086	11,939
Interest paid	(897,009)	(121,445)
Income taxes paid, net	(25,071,425)	(553,617)
NET CASH USED IN OPERATING ACTIVITIES	<u>(16,388,197)</u>	<u>(10,536,922)</u>
Cash flows from (used in) investing activities:		
Purchase of property and equipment	(495,155)	(193,166)
Purchase of software/website development	(1,228,160)	(143,076)
Distribution from joint venture	6,000,000	6,700,000
Investment in joint venture	(5,000,015)	-0-
Purchase of non-controlling interest in subsidiary	(1,604)	-0-
NET CASH (USED IN) PROVIDED BY INVESTING ACTIVITIES	<u>(724,934)</u>	<u>6,363,758</u>
Cash flows from (used in) financing activities:		
Repayments from (advances to) Vanguard	850,000	(850,000)
Proceeds from notes payable, net	17,200,000	3,800,000
Repayments of long-term debt	(168,448)	(153,443)
Dividends paid	(20,537)	(12,915)
NET CASH PROVIDED BY FINANCING ACTIVITIES	<u>17,861,015</u>	<u>2,783,642</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	747,884	(1,389,522)
Cash and cash equivalents at beginning of year	<u>2,510,514</u>	<u>3,900,036</u>
CASH AND CASH EQUIVALENTS AT END OF YEAR	<u>\$ 3,258,398</u>	<u>\$ 2,510,514</u>

CONSOLIDATED STATEMENTS OF CASH FLOWS--Continued

RISING PHOENIX HOLDINGS CORPORATION AND SUBSIDIARIES
(formerly known as Adjusters International, Inc.)

	Year ended December 31,	
	<u>2018</u>	<u>2017</u>
RECONCILIATION OF NET INCOME TO NET CASH USED IN OPERATING ACTIVITIES		
Net income	\$ 34,210,757	\$ 1,939,427
Adjustments to reconcile net income to net cash used in operating activities:		
Depreciation and amortization	813,002	576,213
Amortization of deferred financing costs	1,986	1,987
Bad debt expense	540,290	259,865
Income from joint venture	(3,108,558)	(11,894,407)
Loss on disposal of equipment	873	1,946
Deferred income tax expense (benefit)	1,912,000	(55,000)
Non-controlling interest in subsidiary	15,377	8,018
Issuance of preferred stock as compensation for services	444,249	110,000
Decrease (increase) in:		
Accounts receivable and other	(68,667,533)	(6,982,298)
Unbilled costs	(13,182,492)	33,585
Refundable income taxes	275,841	1,144,383
Prepaid expenses and other assets	(540,273)	(4,750)
Increase in:		
Accounts payable	249,941	4,073,850
Accrued expenses and benefits	271,183	163,675
Due to subcontractors	13,771,684	86,584
Deferred revenue	12,735,441	-0-
Accrued income taxes	3,868,035	-0-
 NET CASH USED IN OPERATING ACTIVITIES	 <u>\$ (16,388,197)</u>	 <u>\$ (10,536,922)</u>
 SUPPLEMENTAL DISCLOSURES OF NONCASH FINANCING ACTIVITIES		
Issuance of Preferred stock as compensation for services	<u>\$ 444,249</u>	<u>\$ 110,000</u>
 Dividends declared in 2018 and payable in 2019	 <u>\$ 7,671,205</u>	 <u>\$ -0-</u>

See notes to consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

RISING PHOENIX HOLDINGS CORPORATION AND SUBSIDIARIES (formerly known as Adjusters International, Inc.)

December 31, 2018 and 2017

NOTE A--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business and Organization: Rising Phoenix Holdings Corporation (“Rising Phoenix”, “RPHC” or “the Company”) is a consulting organization operating throughout the continental United States, the Commonwealth of Puerto Rico and in various foreign markets that provides claims, grant and program management and related services to public and private entities affected by disasters and involved in disaster relief. At times, RPHC and certain subsidiaries will contract their services to other service providers involved in similar activities. Company activities are as follows:

Rising Phoenix Holdings Corporation, formerly Adjusters International, Inc. – RPHC is the parent company that holds contracts with various states and other municipalities, which provides program management and other disaster consulting services.

Tidal Basin Holdings, LLC (“TBH”) and subsidiaries – TBH was acquired in 2016 and is wholly owned by RPHC. TBH’s wholly owned subsidiary, Tidal Basin Government Consulting, LLC (“TBGC”) provides emergency management, disaster preparedness, and recovery consulting services at the Federal, state, and local levels and to its many private sector clients. TBGC is also a joint venture partner in Vanguard Emergency Management Housing Inspection Services (See Note C). TBH’s other wholly owned subsidiaries Tidal Basin Group, Inc., Paratus Management Partners, LLC (dissolved in January 2019), Tidal Basin Federal, LLC and Tidal Basin Commercial Services, LLC all were inactive in 2018 and 2017.

126 Business Park Partners (“126 BPP” or the “Partnership”) – RPHC has an 82% ownership interest in the Partnership, which owns rental real estate located in Utica, New York. The tenants are Rising Phoenix, who currently occupies approximately 84% of the building, and a shareholder of RPHC whose related company occupies the remaining 16%. The related party shareholder owns 17.31% of RPHC.

Mosaic Accounting, LLC (“Mosaic”) – Mosaic is a consulting organization providing claim preparation services to public and private entities involved in the disaster claim process. It is wholly owned by RPHC as of December 31, 2018 (99% in 2017).

Adjusters International Puerto Rico, LLC (“AIPR”) – AIPR was established in November 2017 and is wholly owned by RPHC. AIPR facilitates emergency management, disaster preparedness, and recovery consulting services in Puerto Rico.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--Continued

RISING PHOENIX HOLDINGS CORPORATION AND SUBSIDIARIES
(formerly known as Adjusters International, Inc.)

December 31, 2018 and 2017

NOTE A--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES--Continued

Nature of Business and Organization--Continued:

Rising Phoenix Management Group, LLC (“RPMG”) – RPMG was established in December 2017 and is wholly owned by RPHC. RPMG facilitates all administrative functions for all RPHC’s operating entities and had no operational activity during the year ended December 31, 2017.

Tidal Basin Caribe, LLC (“TBC”) – TBC was established in February 2018 and is wholly owned by RPHC. TBC facilitates emergency management, disaster preparedness, and recovery consulting services in Puerto Rico and the U.S. Virgin Islands.

Adjusters International, LLC (“AI-LLC”) – AI-LLC was established in January 2018 and is wholly owned by RPHC. AI-LLC provides services to affiliated firms and receives fees pursuant to operating agreements (See Note D).

Adjusters International Consulting, LLC (“AIC-LLC”) – AIC-LLC was established in January 2018 and is wholly owned by RPHC. AIC-LLC and provides emergency management, disaster preparedness, and recovery consulting services to public and private entities located in the continental United States.

In addition to those active subsidiaries noted above, the Company has inactive subsidiaries in Australia (Adjusters International PTY Limited) and the United Kingdom (Adjusters International Limited). Those inactive subsidiaries exist solely to enable the Company to conduct business in these countries, should the opportunity arise, and have no assets or liabilities.

Basis of Presentation of Consolidated Financial Statements: The consolidated financial statements include the operating activities of Rising Phoenix Holdings Corporation, formerly Adjusters International, Inc., and its subsidiaries as referred to in the Nature of Business and Organization section above. All material intercompany accounts and transactions have been eliminated in consolidation.

Significant Accounting Policies: The Companies follow the accounting standards set by the Financial Accounting Standards Board (“FASB”). The FASB establishes accounting principles generally accepted in the United States of America (“GAAP”) that are followed to ensure consistent reporting of the financial condition, results of operations and cash flows of the Companies. References to GAAP issued by the FASB in these notes to consolidated financial statements are to the FASB Accounting Standards Codification (“FASB ASC”).

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--Continued

RISING PHOENIX HOLDINGS CORPORATION AND SUBSIDIARIES
(formerly known as Adjusters International, Inc.)

December 31, 2018 and 2017

NOTE A--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES--Continued

Non-Controlling Interests: The Company follows FASB ASC Topic 810, "Consolidation". FASB ASC Topic 810 establishes accounting and reporting standards for the non-controlling interest in a subsidiary. It clarifies that a non-controlling interest in a subsidiary is an ownership interest in the consolidated entity that should be reported as equity in the financial statements and further clarifies that its income or loss should be included in net income or loss.

Use of Estimates: The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Method of Accounting: Revenues from consulting fees are recognized when earned, provided that all material contingencies associated with the various fee agreements have been eliminated. Expenses are recognized when the obligation is incurred.

Cash and Cash Equivalents: For purposes of the consolidated statements of cash flows, the Company considers all money market funds to be cash equivalents.

Accounts Receivable and Other: Accounts receivable are recorded when invoices are issued and are presented in the consolidated balance sheets net of any allowance for doubtful accounts. Accounts receivable are written off when they are determined to be uncollectible. The allowance for doubtful accounts is estimated based on the Company's historical losses within the industry under similar contracts, the existing economic conditions in the industry and the financial stability of its customers and affiliates. Management believes that no allowance for doubtful accounts for accounts receivable is necessary at December 31, 2018 and 2017. Also included in accounts receivable and other are unbilled consulting fees. Unbilled consulting fees are recorded for those fees earned on contracts and pursuant to the contract terms, have yet to be billed to the customer. Management believes that these amounts will be billed in 2019 and will be fully collectible.

Unbilled Costs: Unbilled costs represent those labor costs and out of pocket expenses that have been incurred on contracts that have been awarded to the Company and yet, pursuant to the contract terms, the associated revenues are not allowed to be billed and recognized until all approvals and contingencies have been eliminated.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--Continued

RISING PHOENIX HOLDINGS CORPORATION AND SUBSIDIARIES
(formerly known as Adjusters International, Inc.)

December 31, 2018 and 2017

NOTE A--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES--Continued

Deferred Revenues: Rising Phoenix bills and receives consulting fees from its customers under the terms of its contracts. Revenues associated with amounts invoiced but not yet earned under the terms of the contract are recorded as deferred revenue. Revenue will be recognized when the contract terms have been satisfied by the Company.

Deferred Financing Costs: Costs incurred to obtain long-term financing are being amortized on a straight-line method, which approximates the interest method, over a ten-year term.

In 2016, the Company adopted FASB Accounting Standards Update (“ASU”) No. 2015-03, “Interest-Imputation of Interest” (Topic 835-30) - “Simplifying the Presentation of Debt Issuance Costs” (See Note E). This ASU requires that debt issuance costs related to a recognized debt liability be presented on the balance sheet as a direct deduction from the carrying amount of that debt liability and amortization of the debt issuance costs to be recorded as interest expense. The interest expense in the accompanying consolidated statements of income includes \$1,986 and \$1,987 relating to the amortization of the deferred financing costs for the years ended December 31, 2018 and 2017, respectively.

Intangible Asset--Goodwill: Assets and liabilities of acquired businesses are recorded at their estimated fair values as of the date of acquisition. Goodwill represents costs in excess of fair values assigned to the underlying net assets of acquired businesses. Goodwill is recorded in accordance with ASU No. 2014-02, “Intangibles-Goodwill and Other (Topic 350) Accounting for Goodwill”. Goodwill and other intangible assets with a finite life are amortized over the estimated useful life of the asset and are evaluated each reporting period to determine whether events and circumstances warrant a revision to the remaining period of amortization. Goodwill recorded as a result of the acquisition of Tidal Basin amounted to \$3,200,000 and is being amortized over 10 years. Amortization expense amounted to \$320,000 for the years ended December 31, 2018 and 2017.

Property and Equipment: Property and equipment is stated at cost less accumulated depreciation. Depreciation is provided using straight-line and accelerated methods over the estimated useful lives of the assets. Repair and maintenance expenses are charged to expense when incurred.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--Continued

RISEING PHOENIX HOLDINGS CORPORATION AND SUBSIDIARIES
(formerly known as Adjusters International, Inc.)

December 31, 2018 and 2017

NOTE A--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES--Continued

Property and Equipment--Continued: The Company follows FASB ASC Topic 350-40-15, "Accounting for the Costs of Computer Software Developed or Obtained for Internal Use". Among other provisions, FASB ASC Topic 350-40-15 requires that entities capitalize certain internal use software costs once certain criteria are met. Under FASB ASC Topic 350-40-15, overhead, general and administrative and training costs are not capitalized. Software and website development are amortized on the straight line and accelerated methods over the estimated useful lives of the assets (principally 3-5 years).

Income Taxes: Income taxes for the Company are accounted for using the asset and liability method pursuant to FASB ASC Topic 740-10-05, "Accounting for Income Taxes". Deferred taxes are recognized for the tax consequences of temporary differences between the consolidated financial statement carrying amounts and the tax bases of existing assets and liabilities using enacted statutory rates in effect.

Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. The effect on deferred taxes for a change in tax rates is recognized in income in the period that includes the enactment date. In addition, FASB ASC Topic 740-10-05 requires the recognition of future tax benefits to the extent that realization of such benefits is more likely than not.

A separate provision for income taxes has not been recorded for 126 Business Park Partners since the partners are taxed on their proportionate share of the partnership's income or allowed to deduct their proportionate share of the partnership's loss.

The Company follows FASB ASC Topic 740-10-65 to assess and record income tax uncertainties. FASB ASC Topic 740-10-65 prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return and also provides guidance on various related matters such as derecognition, interest and penalties, and disclosure.

The Company is potentially subject to income tax examinations for its U.S. federal and state income taxes for the years 2015 through 2018.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--Continued

RISING PHOENIX HOLDINGS CORPORATION AND SUBSIDIARIES
(formerly known as Adjusters International, Inc.)

December 31, 2018 and 2017

NOTE A--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES--Continued

Advertising Costs: The Company follows the policy of capitalizing the cost of its sales brochures and charges the costs to operations over the period that the brochures are used. At December 31, 2018 and 2017, sales brochures totaling \$72,673 and \$71,786, respectively, were included in prepaid franchise fees, advertising and deposits in the accompanying consolidated balance sheets. Advertising expense for the years ended December 31, 2018 and 2017 was \$652,448 and \$1,334,957 respectively.

Concentrations of Risk: Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents and accounts receivable and other (unbilled consulting fees). The Company maintains their cash and cash equivalents in bank deposit accounts which at times may exceed federally insured limits. Under FDIC deposit insurance coverage limits, the Company's deposit accounts are insured to a maximum limit of \$250,000. At December 31, 2018, approximately \$1,996,000 of the Company's cash and cash equivalents are uninsured by the FDIC. The Company has not experienced any losses in such accounts.

The Company's accounts receivable and unbilled consulting fees result from providing claims, grant management, emergency management and homeland security consulting services to public and private entities affected by disasters. Collateral is generally not required. Historically, the Company has not incurred any significant credit related losses. At December 31, 2018, approximately 84% of accounts receivable and unbilled consulting fees at the Company are due from one customer. Revenues from that same customer account for approximately 81% of the Company's revenue in 2018. At December 31, 2017, approximately 40% of accounts receivable at the Company are due from two customers. Revenues from those same two customers account for approximately 61% of the Company's revenue in 2017.

In 2018, a significant amount of the Company's operating activities were located in the southeastern United States and the Commonwealth of Puerto Rico.

Fair Value of Financial Instruments: The Companies financial instruments consist of cash and cash equivalents, accounts receivable and other (unbilled consulting fees), accounts payable, due to subcontractors and deferred revenue. These instruments approximate their fair value due to their short-term nature.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--Continued

RISING PHOENIX HOLDINGS CORPORATION AND SUBSIDIARIES
(formerly known as Adjusters International, Inc.)

December 31, 2018 and 2017

NOTE A--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES--Continued

Recent Accounting Pronouncements: In May 2014, the FASB issued ASU No. 2014-09, "Revenue from Contracts with Customers". ASU No. 2014-09 replaces most existing revenue recognition guidance in accounting principles generally accepted in the United States of America and creates a single source of revenue guidance for companies in all industries and is more principles-based than current revenue guidance. This standard provides a five-step model for an entity to recognize revenue when it transfers control of goods or services to customers at an amount that reflects the consideration to which it expects to be entitled in exchange for those goods or services. The standard also requires disclosure of sufficient information to allow users to understand the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers. The standard is effective for the Company in the year ending December 31, 2019.

In February 2016, the FASB issued ASU No. 2016-02, "Leases". The guidance in this ASU supersedes the leasing guidance in Topic 840, "Leases". Under the new guidance, a lessee will be required to recognize assets and liabilities on the balance sheet for the rights and obligations created by all leases with terms of more than twelve months. Leases will be classified as either finance or operating, with classification affecting only the presentation of expenses and cash flows. The accounting guidance for lessors is largely unchanged. This standard is effective for the Company in the year ending December 31, 2020.

The Company's management is currently evaluating the impact, if any, these ASUs will have on the financial statements.

Events Occurring After Report Date: The Company has evaluated events and transactions that occurred between December 31, 2018 and May 13, 2019, which is the date the financial statements were available to be issued, for possible disclosure and recognition in the financial statements. There were no such events or transactions identified by the Company.

Reclassifications: Certain amounts in the 2017 financial statements have been reclassified to conform to the 2018 presentation. These reclassifications had no effect on the previously reported results of operations or equity.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--Continued

RISING PHOENIX HOLDINGS CORPORATION AND SUBSIDIARIES
(formerly known as Adjusters International, Inc.)

December 31, 2018 and 2017

NOTE B--ACCOUNTS RECEIVABLE AND OTHER

Accounts receivable and other consists of the following as December 31:

	<u>2018</u>	<u>2017</u>
Billed:		
Accounts receivable	\$65,835,338	\$ 6,951,530
Accounts receivable--firm fees	306,764	282,768
Other	<u>129,411</u>	<u>10,526</u>
	66,271,513	7,244,824
Unbilled:		
Unbilled consulting fees	<u>13,734,709</u>	<u>4,634,155</u>
Accounts receivable and other	<u>\$80,006,222</u>	<u>\$ 11,878,979</u>

NOTE C--INVESTMENT IN JOINT VENTURES

Tidal Basin entered into a joint venture agreement with two national consulting firms, Atkins North America, Inc. and The Louis Berger Group, Inc. to form Vanguard Emergency Management (Housing Inspection Services) ("Vanguard"). The Louis Berger Group, Inc. was acquired, in December 2018. The acquisition had no effect on the joint venture agreement. The joint venture was formed for the purpose of providing complete and compliant Disaster Home Inspections under FEMA's Housing Inspection Services Program. Except as otherwise may be provided in the joint venture agreement, Tidal Basin's interest in the joint venture's profits and assets and losses and liabilities arising out of, or resulting from, the execution and performance of the contract or this joint venture agreement is approximately 33%.

Income recognized by Tidal Basin from Vanguard amounted to approximately \$3,109,000 and \$11,894,000 for the years ended December 31, 2018 and 2017, respectively. Distributions received by Tidal Basin from Vanguard for the years ended December 31, 2018 and 2017 amounted to \$6,000,000 and \$6,700,000, respectively.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--Continued

RISING PHOENIX HOLDINGS CORPORATION AND SUBSIDIARIES (formerly known as Adjusters International, Inc.)

December 31, 2018 and 2017

NOTE C--INVESTMENT IN JOINT VENTURES--Continued

The following table gives the approximate significance of assets and liabilities within the unconsolidated joint venture as of and for the years ended December 31:

	<u>2018</u>	<u>2017</u>
Assets	\$45,400,000	\$ 72,400,000
Liabilities	<u>34,700,000</u>	<u>53,050,000</u>
Partners' capital	<u>\$10,700,000</u>	<u>\$ 19,350,000</u>
Net income	<u>\$ 9,300,000</u>	<u>\$ 35,683,000</u>

In 2018, TBC entered into a joint venture agreement with Atkins North America, Inc. The joint venture was formed for the purpose of providing emergency management, disaster preparedness, and recovery consulting services in Puerto Rico and the U.S. Virgin Islands. The joint venture had no significant operating activities in 2018. In 2018, TBC invested approximately \$5,000,000 in the joint venture for operating capital.

NOTE D--CREDIT FACILITIES

The Company has a line of credit facility (the "facility") with a bank consisting of two components: 1) \$1,000,000 borrowing limit to be used for short-term working capital needs and 2) a formula driven, asset-based revolving credit line. The facility is collateralized by a security interest in the Company's assets. Borrowings against the asset-based revolving line of credit are limited to 80 percent of eligible trade accounts receivable balances, as defined in the Loan Agreement (the "Agreement"). Borrowings under the short-term working capital line of credit bear interest equal to the Prime Rate (5.50% at December 31, 2018), not to be less than 3.25% (floor) or exceed 15% (ceiling). Borrowings under the asset-based revolving line of credit bear interest equal to the London Interbank Offered Rate (LIBOR) plus 2.00% (4.50% at December 31, 2018), not to be less than 3.25% (floor) or exceed 15% (ceiling) for the term of the Agreement. Interest is payable monthly.

During 2017, the asset-based revolving credit line has a maximum borrowing base of \$16,000,000 through the facility's expiration in September 2017. The borrowing base has been established to meet the needs of the Company based upon the level of activity with their primary customers.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--Continued

RISING PHOENIX HOLDINGS CORPORATION AND SUBSIDIARIES
(formerly known as Adjusters International, Inc.)

December 31, 2018 and 2017

NOTE D--CREDIT FACILITIES--Continued

In March 2017, the facility was amended to allow for sublimit advances not to exceed \$2,000,000 for purposes of contributing working capital to the Vanguard Joint Venture (See Note C). Interest charged on the related advances remained consistent with that of the initial two components of the facility. Repayment of outstanding advances is due sixty days from the initial advance date. Advances may not cause the outstanding principal amount of the asset based line of credit to exceed the maximum borrowing base of \$16,000,000. No other material provisions of the agreement were amended.

In September 2017, the facility was amended to extend the maturity date of the facility to December 31, 2017 and increase the allowable sublimit advances for purposes of contributing working capital to the Vanguard Joint Venture to \$7,000,000. No other material provisions of the agreement were amended.

In November 2017, the facility was further amended to increase the maximum asset-based revolving credit limit to \$35,000,000 and extend the maturity date to September 30, 2018. Additionally, as part of this amendment, the facility was modified to allow for sublimit advances not to exceed \$15,000,000 for purposes of contributing working capital to the Vanguard Joint Venture and effective March 2018, the sublimit advance was expanded to include the financing of additional projects. Advances may not cause the outstanding principal amount of the asset based line of credit to exceed the maximum borrowing base of \$35,000,000. No other material provisions of the agreement were amended.

The facility was amended in September 2018, December 2018, and March 2019. Each amendment extends the maturity date of the facility for 90 days. The current maturity date is June 30, 2019. No other material provisions of the agreement were amended during this timeframe.

The facility agreement includes a fee that is charged to the Company based on the unused line of credit. The fee is 0.10% of the average monthly unused asset based revolving line of credit. Unused line fees of approximately \$20,000 were incurred in the years ended December 31, 2018 and 2017 and are included in interest expense in the accompanying consolidated statements of income.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--Continued

RISING PHOENIX HOLDINGS CORPORATION AND SUBSIDIARIES
(formerly known as Adjusters International, Inc.)

December 31, 2018 and 2017

NOTE D--CREDIT FACILITIES--Continued

At December 31, 2018, the Company has outstanding borrowings of \$1,000,000 on the short-term working capital line of credit and \$20,500,000 on the asset-based line of credit. Borrowings bear interest at 5.50% and 4.50%, respectively. At December 31, 2017, the Company has outstanding borrowings of \$1,000,000 on the short-term working capital line of credit and \$3,300,000 on the asset-based line of credit. Borrowings bear interest at 4.50% and 3.37%, respectively. All outstanding principal and interest are due and payable on the facility's maturity date or in accordance with the sublimit requirements, as defined.

Because of the short-term nature of the borrowings at variable rates of interest, the carrying value of the borrowings approximates fair value.

The Company is subject to certain restrictive covenants under the facility. The covenants include maintenance of a minimum debt service coverage ratio and a maximum debt-to-tangible net worth ratio. The Company was in compliance with all required covenants at December 31, 2018 and 2017.

NOTE E--LONG-TERM DEBT

Long-term debt is summarized as follows:

	<u>2018</u>	<u>2017</u>
<u>126 Business Park Partners</u>		
Mortgage payable to a bank with monthly installments of principal and interest through September 2021. Interest is variable at the prime rate (5.50% at December 31, 2018 and 4.50% at December 31, 2017) and cannot be less than 3.25% (floor) or exceed 6.25% (ceiling). The note is guaranteed by Rising Phoenix Holdings Corporation and C. L. & S. Properties, Inc., a related party partner in 126 Business Park Partners	\$ 448,766	\$ 617,214
Less deferred financing costs net of accumulated amortization of \$14,395 and \$12,409, respectively	(5,466)	(7,452)
Less current maturities	<u>(169,840)</u>	<u>(164,416)</u>
	<u>\$ 273,460</u>	<u>\$ 445,346</u>

Substantially all of 126 Business Park Partners' assets are pledged under a general security agreement as collateral for the long-term debt.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--Continued

RISING PHOENIX HOLDINGS CORPORATION AND SUBSIDIARIES
(formerly known as Adjusters International, Inc.)

December 31, 2018 and 2017

NOTE E--LONG-TERM DEBT--Continued

Subsequent maturities of long-term debt for the year ended December 31 are: 2020--\$175,443 and 2021--\$103,483.

NOTE F--INCOME TAXES

Income tax expense for the years ended December 31, 2018 and 2017 consists of the following:

	<u>2018</u>	<u>2017</u>
Current income tax expense:		
Federal	\$ 2,037,000	\$ 1,496,000
State	1,626,000	135,000
Foreign	<u>25,690,000</u>	<u>67,000</u>
	29,353,000	1,698,000
Deferred income tax expense (benefit)	<u>1,912,000</u>	<u>(55,000)</u>
	<u>\$ 31,265,000</u>	<u>\$ 1,643,000</u>

The components of the deferred tax assets and (liabilities) are as follows:

	<u>2018</u>	<u>2017</u>
Deferred tax assets:		
Non-deductible accruals and reserves	\$ 750,000	\$ 307,000
Foreign tax credits	12,678,000	-0-
Investment in partnerships	<u>1,528,000</u>	<u>24,000</u>
	14,956,000	331,000
Valuation allowance	<u>(12,678,000)</u>	<u>-0-</u>
	2,278,000	331,000
	Net deferred income tax asset	331,000
Deferred tax liabilities:		
Depreciation and amortization	\$ (276,000)	\$ (8,000)
Provision for unremitted foreign earnings	<u>(3,591,000)</u>	<u>-0-</u>
	(3,867,000)	(8,000)
	<u>(3,867,000)</u>	<u>(8,000)</u>
	Net non-current deferred income tax (liability) asset	<u>\$ 323,000</u>
	<u>\$ (1,589,000)</u>	<u>\$ 323,000</u>

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--Continued

RISING PHOENIX HOLDINGS CORPORATION AND SUBSIDIARIES
(formerly known as Adjusters International, Inc.)

December 31, 2018 and 2017

NOTE F--INCOME TAXES--Continued

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income and tax planning strategies in making this assessment.

The Company has U.S. Foreign Tax Credits of approximately \$12,678,000 which begin to expire in 2028. The Company has a full valuation allowance with respect to the Foreign Tax Credits as management believes it is more likely than not the Company will not realize the benefits prior to expiration due to limitations on their utilization.

The FASB issued Accounting Standards Update (ASU) 2015-17, Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes which simplifies the presentation of deferred income taxes. ASU 2015-17 requires that deferred tax assets and liabilities be classified as noncurrent in a classified balance sheet. ASU 2015-17 is effective for financial statements issued for fiscal years beginning after December 15, 2017.

Management has elected to adopt ASU 2015-17 on a retrospective basis. As a result, management has presented all deferred tax assets and liabilities as noncurrent on the balance sheets as of December 31, 2018 and 2017. The adoption of ASU 2015-17 resulted in a reduction in current assets of \$331,000, a reduction in non-current liabilities of \$8,000 and a corresponding increase in non-current assets of \$323,000 as of December 31, 2017. There was no impact to the 2017 income statement or stockholder's equity as a result of the adoption.

The income tax provision for the Company differs from the amount of income tax determined by applying the U.S. federal income tax rate (21% in 2018 and 35% in 2017) to pretax income due to the following:

	<u>2018</u>	<u>2017</u>
Computed "expected" tax expense (benefit)	\$ 13,750,000	\$ 1,257,000
Increase (decrease) in income taxes resulting from:		
Effect of the Tax Act	-0-	194,000
Nondeductible expenses	241,000	161,000
State income tax expense, net of federal	1,016,000	87,000
Foreign tax expense, net of credits	16,269,000	16,000
Impact of graduated rates and other	<u>(11,000)</u>	<u>(72,000)</u>
	<u>\$ 31,265,000</u>	<u>\$ 1,643,000</u>

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--Continued

RISING PHOENIX HOLDINGS CORPORATION AND SUBSIDIARIES (formerly known as Adjusters International, Inc.)

December 31, 2018 and 2017

NOTE F--INCOME TAXES--Continued

On December 22, 2017, the Tax Cuts and Jobs Act ("Tax Act") was signed into law. The Tax Act included a broad range of impacts for corporations including a reduction in the corporate tax rate from 34% to 21% and changes in business deductions. The international provisions of the Tax Act included a one-time transition tax on unrepatriated earnings from foreign subsidiaries which did not impact the Company since the foreign subsidiaries do not have historical cumulative income. Pursuant to U.S. GAAP, changes in tax laws and rates are recorded in the period in which the law is enacted. The reduction in deferred tax assets and liabilities as a result of the decrease in the corporate tax rate resulted in net deferred income tax expense of \$194,000 at December 31, 2017.

NOTE G--RETIREMENT PLANS

The Company has a noncontributory profit sharing retirement plan for substantially all employees who reside within the continental United States. Under the provisions of the Plan, the amount to be contributed in any one year is determined annually by RPHC's management. The Plan also has a 401(k) feature for its eligible employees. This option provides for voluntary participation by employees with allowed contributions up to a maximum not to exceed \$18,500 for 2018 and \$18,000 for 2017. The Company makes a matching contribution which totals 50% of the employees' individual contributions, up to 3%. Company contributions under the plan for the years ended December 31, 2018 and 2017 amounted to \$393,590 and \$303,361 respectively.

NOTE H--DEFERRED COMPENSATION PLAN

In 2018, the Company established a nonqualified supplemental deferred compensation plan for certain executives of the Company. The executives are eligible to receive benefits if they are continuously employed by the Company for a period of time, as specified within the agreement. At December 31, 2018, a supplemental executive deferred compensation plan liability has been included in the 2018 consolidated balance sheet under the caption "Accrued expenses and benefits" for \$1,000,000. Supplemental executive deferred compensation plan expense amounted to \$1,000,000 for the year ended December 31, 2018 and has been included in the 2018 consolidated statement of income under the caption "Salaries and employee benefits".

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--Continued

RISING PHOENIX HOLDINGS CORPORATION AND SUBSIDIARIES
(formerly known as Adjusters International, Inc.)

December 31, 2018 and 2017

NOTE 1--RELATED PARTY TRANSACTIONS/LEASES

RPHC is wholly-owned by business entities and individuals whose primary business is public adjusting. A majority of the stockholders of RPHC operate separate entities ("Participants") in different regions of the country and in additional markets located outside the United States. RPHC's wholly owned subsidiary AI-LLC has operating agreements with each of the Participants. The agreements determine a base operating agreement fee to be paid to AI-LLC on a quarterly basis. The operating agreement further defines the percentage of the losses, adjusted by each of the Participants, to be paid to AI-LLC for support and public adjusting work performed on behalf of AI-LLC. The agreements stipulate a minimum amount of payments that need to be made to AI-LLC relating to adjusted losses. The agreements were renewed on January 1, 2017 with modified percentage fees for the Participants' adjusting work through December 31, 2018, at which time the agreements expired. The agreements were renewed with similar terms through December 31, 2019.

The following sets forth the results of the transactions among RPHC and its stockholders:

	<u>2018</u>	<u>2017</u>
<u>Consolidated Balance Sheets</u>		
<u>Current Assets</u>		
Accrued fees receivable--affiliates	<u>\$ 306,764</u>	<u>\$ 282,767</u>
Accounts receivable (portion related to affiliate firms)	<u>\$ 123,762</u>	<u>\$ 257,480</u>
<u>Current Liabilities</u>		
Accrued fees payable--affiliates	<u>\$ 515,245</u>	<u>\$ 473,458</u>
<u>Consolidated Statement of Operations</u>		
<u>Revenues</u>		
Adjusting fees	<u>\$1,850,362</u>	<u>\$ 1,013,140</u>
Participants' share--revenue offset of adjusting and consulting fees	<u>\$ 989,607</u>	<u>\$ 520,279</u>
Operating agreements, net of rebates	<u>\$ 172,879</u>	<u>\$ (155,624)</u>

The Partnership leases its real estate to RPHC and to one of RPHC's stockholders under non-cancelable agreements through May 2021. Future minimum lease payments to be received under non-cancelable leases from RPHC's stockholder are approximately \$145,000.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--Continued

RISING PHOENIX HOLDINGS CORPORATION AND SUBSIDIARIES
(formerly known as Adjusters International, Inc.)

December 31, 2018 and 2017

NOTE I--RELATED PARTY TRANSACTIONS/LEASES--Continued

RPHC and certain subsidiaries lease office space as follows:

Office location	Lease term	Monthly Rent	
		December 31, 2018	2017
<u>RPHC:</u>			
Albany, NY	Jan 1, 2015 – Dec 31, 2019 *	\$ 1,770	\$ 1,071
Whitestown, NY	Dec 14, 2018 – Mar 31, 2019	2,994	-0-
San Juan, Puerto Rico	Month-to-month	5,500	-0-
Guaynabo, Puerto Rico	Jan 9, 2018 – Jun 30, 2019	55,000	-0-
		<u>65,264</u>	<u>1,071</u>
<u>Tidal Basin:</u>			
New Orleans, LA	Oct 1, 2014 – Dec 31, 2017	-0-	1,626
Washington, D.C.	Nov 1, 2014 – Feb 28, 2020	17,606	17,215
Raleigh, NC	Oct 8, 2016 – Sept 30, 2019 **	750	750
Utica, NY	Oct 15, 2017 – Dec 31, 2018	7,000	7,000
Miami, FL	Sept 15, 2017 – Oct 14, 2017	-0-	4,950
Miami, FL	Dec 15, 2017 – Jan 14, 2018	7,600	7,600
		<u>32,956</u>	<u>39,141</u>
<u>Tidal Basin Caribe:</u>			
San Juan, Puerto Rico	Nov 1, 2018 – Oct 31, 2021	<u>3,166</u>	<u>-0-</u>
		<u>\$ 101,386</u>	<u>\$ 40,212</u>

* The lease required gross monthly rents of \$3,214, however, RPHC has an informal rent sharing agreement with one of its stockholders that stipulates that the monthly rent expense will be shared between both entities at approximately 55% to RPHC and 45% to RPHC's stockholder (30% to RPHC and 70% to RPHC's stockholder through 2017).

** The lease automatically renews for a one year term upon the expiration date unless either party to the lease gives a 30 day notice prior to the expiration date of the lease.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--Continued

RISING PHOENIX HOLDINGS CORPORATION AND SUBSIDIARIES
(formerly known as Adjusters International, Inc.)

December 31, 2018 and 2017

NOTE I--RELATED PARTY TRANSACTIONS/LEASES--Continued

Future minimum lease payments net of the rent sharing agreement amounts discussed previously are approximately as follows:

During the year ending December 31:	
2019	\$ 617,000
2020	57,000
2020	<u>34,000</u>
	<u>\$ 708,000</u>

The total rent expense included in the consolidated statements of income for the years ended December 31, 2018 and 2017 is approximately \$1,037,000 and \$243,000, respectively.

NOTE J--PREFERRED STOCK AND STOCKHOLDERS' AGREEMENT

RPHC has authorized 25,000 shares of Series A Preferred stock. The stock is non-voting in nearly all cases except as required by law. Dividends are non-cumulative and may be paid, at the Board's discretion, at an annual rate of 5% of the per share value as defined by the agreement. Preferred stock dividends will be paid prior to the declared dividends on RPHC's Common stock. Each share of Preferred stock is convertible into one share of Common stock upon any sale of substantially all of RPHC's assets, a merger, or dissolution. Upon occurrence of a repurchase event, as defined in the agreement, RPHC is obligated to repurchase, and the stockholders are obligated to sell, the shares of Preferred stock at book value plus a premium of 10%. At December 31, 2018 and 2017, the price including the premium of 10% approximates \$2,856 and \$1,058 per share, respectively. In November 2018, RPHC's Board of Directors declared Preferred (\$48.10 per share) and Common stock (\$500.08 per share) dividends totaling \$7,691,742. Common stock dividends shall not be paid until the Preferred stock dividends are paid. Preferred stock dividends that were declared were paid in December 2018. Common stock dividends declared were paid, in March 2019. In November 2017, RPHC's Board of Directors declared Preferred stock (\$41.95 per share) dividends totaling \$12,915. The dividends were paid in December 2017.

In 2018, with the approval of the Board of Directors, the Company issued to two of its executives, 461.84 shares of Series A Preferred stock, having a market value of approximately \$444,000. In 2017, the Company issued to two of its executives, 59.6 shares each of Series A Preferred stock, having a market value of approximately \$110,000.