

## SERVICE CONTRACT

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**THIS AGREEMENT** is made and entered into this 14th day of August, 2020, by the City of Pompano Beach ("City") and Witt O'Brien's LLC, a Delaware limited liability company ("Contractor").

**WHEREAS**, the City issued Request for Proposal No. E-08-20 for Disaster Recovery Management Services (the "RFP") to solicit proposals to serve as the City's Disaster Recovery Manager Consultant; and

**WHEREAS**, City requires services which Contractor is capable of providing under the terms and conditions described herein; and

**WHEREAS**, Contractor is able and prepared to provide such services to City under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. This Agreement consists of the Scope of Work set forth in Exhibit "A" (the "Work"), the Insurance Requirements set forth in Exhibit "B", the Rate Schedule set forth in Exhibit "C", Solicitation and Response set forth in Exhibit D, and the FEMA Clauses set forth in Exhibit "E" both of which are attached hereto and made a part hereof; and all written change orders and modifications issued after execution of this Agreement.

2. Purpose. City contracts with Contractor to provide emergency management, public assistance consulting and disaster debris monitoring services upon the terms and conditions set forth herein.

3. Scope of Work. Contractor shall provide the Scope Services set forth in Exhibit "A" and insurance set forth in Exhibit "B" both attached hereto and made a part hereof. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit A and Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor's heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Contractor's part.

4. Term of Contract. This Contract shall be for a term of five (5) years or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. This Contract is not subject to renewal.

6. Maximum Obligation. City agrees to pay Contractor for providing the Work and insurance required hereunder. Both parties agree that unless otherwise directed by City in writing, Contractor shall continue to provide the Work for the term of this Agreement.

7. Price Formula, Payment and Invoices.

A. Price Formula. City agrees to pay Contractor for performance of the Work set forth in this Agreement as follows:

**Services shall be billed to the City in accordance with Exhibit C Rate Schedule, which shall be in effect for the entire period of this Agreement. Contractor shall provide periodic billing statements**

**for services rendered. The billing statement shall reflect the amount due for services performed by the Contractor and contain a detailed line item description of services for which the billing relates. The fees shall be the sole compensation paid to the Contractor in connection with the rendition of the Services and the performance of any and all of its other obligations hereunder.**

B. Payment. All payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City's receipt of a Proper Invoice as defined in §218.72, Florida Statutes, as amended, City shall forward Contractor payment for (i) construction services defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvement to real property that require a license under Parts I and II of Chapter 489, Florida Statutes, within twenty-five (25) business days and (ii) forty five (45) days for all goods and services provided other than construction services.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount

In the event City has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with §218.76, Florida Statutes, as amended.

C. Invoices. If required by City, Contractor shall submit invoices to City on a monthly basis.

8. Disputes. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Agreement, the City's Contract Administrator shall be Kimberly Spill-Cristiano and the Contractor's Contract Administrator shall be Valarie Philipp (or their authorized written designee) as further identified below.

B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

**If to Contractor:** Witt O'Briens LLC  
Attention: Director of Contracts  
818 Town & Country Blvd., Suite 200  
Houston, TX 77024  
Phone: 281-606-4721  
Alternate Phone: (202) 207-2935  
contractrequests@wittobriens.com  
with a copy to [cjoiner@wittobriens.com](mailto:cjoiner@wittobriens.com)

For Legal Notices, a copy shall be provided to:  
Witt O'Brien's, LLC  
Attention: Legal Counsel  
2200 Eller Drive  
Fort Lauderdale, FL 33316  
Email: [blong@ckor.com](mailto:blong@ckor.com)  
with a copy to [cjoiner@wittobriens.com](mailto:cjoiner@wittobriens.com)

**If to City:** Kimberly Spill-Cristiano, Contract Administrator  
100 West Atlantic Blvd.  
Pompano Beach, FL 33060  
Office: (954) 545-7799  
Email: [kimberly.spill-cristiano@copbfl.com](mailto:kimberly.spill-cristiano@copbfl.com)

**With a copy to:** Antonio Pucci, Contract Manager  
100 West Atlantic Blvd.  
Pompano Beach, FL 33060  
Phone: (954) 786-5574  
Email: [antonio.pucci@copbfl.com](mailto:antonio.pucci@copbfl.com)

10. Ownership of Documents and Information. All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. Termination. City shall have the right to terminate this Agreement, in whole or in part, for convenience, cause, default or negligence on Contractor's part, upon ten (10) business days advance written notice to Contractor. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in either Parties performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after other Parties written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Contractor

shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines from the COVID-19 crisis or other similar emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

The parties, by mutual agreement, may reschedule the performance of the services to a later date pursuant to the terms of this agreement.

13. Insurance. Contractor shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. Indemnification. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, hold harmless and defend the City, its officers, officials, employees, volunteers and other authorized agents from and against all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor's indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the

indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. Sovereign Immunity. Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. Non-Assignability and Subcontracting.

A. Non-Assignability. This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

18. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

20. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security

or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. Contractor cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
100 W. Atlantic Blvd., Suite 253  
Pompano Beach, Florida 33060  
(954) 786-4611**

[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)

23. Governing Law. Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. Waiver and Modification.

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. No Contingent Fee. Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. Attorneys' Fees and Costs. In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. No Third Party Beneficiaries. Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. Public Entity Crimes Act. As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

**29. Order of Precedence.** In the event of a conflict in the terms and conditions of this Agreement, the following order of precedence shall apply:

1. This Agreement
2. The Scope of Work (Exhibit A)
3. The Rate Schedule (Exhibit C)
4. FEMA-Related Clauses (Exhibit D)
5. Solicitation and Response (Exhibit E)
6. Other Contract Documents.

**30. Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**31. Headings.** The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

**32. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

**33. Approvals.** Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

**34. Absence of Conflicts of Interest.** Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

**35. Binding Effect.** The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

**36. Severability.** Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

**CITY OF POMPANO BEACH**

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

By:\_\_\_\_\_  
REX HARDIN, MAYOR

(SEAL)

By:\_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

**“CONTRACTOR”**

Witt O’Brien’s LLC.

Witnesses:

Kimberly Dube

kimberly dube, Contract Specialist

(Print or Type Name)

Kelly Stouffer

Kelly Stouffer, Government Contract  
Manager

(Print or Type Name)

By: 

Greg Fenton, COO

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 17 day of August, 2020, by Greg Fenton as COO of Witt O’Brien’s LLC, a Delaware Limited Liability Company authorized to do business in Florida, on behalf of the corporation. He is personally known to me as identification.

Edak Effiong

NOTARY’S SEAL:



NOTARY PUBLIC, STATE OF TEXAS

Edak Effiong

(Name of Acknowledger Typed, Printed or Stamped)

131927432

Commission Number

## **Exhibit A**

### **Scope of Work**

#### **Scope of Services**

1. **Disaster Debris Monitoring Services** - The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other public, eligible, or designated areas. Specific services may include:
  - a. Coordinating daily briefings, work progress, staffing, and other key items with the City.
  - b. Selection and permitting of TDSRS locations and any other permitting/regulatory issues as necessary.
  - c. Scheduling work for all team members and contractors on a daily basis.
  - d. Hiring, scheduling, and managing field staff.
  - e. Monitoring recovery contractor's operations and making/implementing recommendations to improve efficiency and speed up recovery work.
  - f. Assisting the City with responding to public concerns and comments.
  - g. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
  - h. Entering load tickets into a database application.
  - i. Digitization of source documentation (such as load tickets).
  - j. Developing daily operational reports to keep the City informed of work progress.
  - k. Development of maps, GIS applications, etc. as necessary.
  
2. **Emergency Management Planning and Training** - As directed by the City, the Consultant shall provide:
  - a. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development; review, and revisions.
  - b. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
  - c. Development of a debris management plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.
  - d. Procurement assistance for debris removal contractors and other services as requested.
  - e. Project management to include the formulation and management of permanent work projects, task force management, and City Commissions, Boards and Panels.
  - f. Technical support and assistance in developing public information.
  - g. Other training and assistance as requested by the City.
  - h. Other reports and data as required by the City.
  - i. Other emergency management and consulting services identified and required by the City.

**3. Public Assistance Consulting Services** - As directed by the City, the consultant shall provide:

- a. Identification of eligible emergency and permanent work (Category A-G);
- b. Damage Assessment;
- c. Assistance in attaining Immediate Needs Funding;
- d. Prioritization of recovery workload;
- e. Loss measurement and categorization;
- f. Insurance evaluation, documentation adjusting and settlement services;
- g. Project Worksheet generation and review;
- h. FEMA, FHWA and NRCS reimbursement support;
- i. Staff augmentation with experienced Public Assistance Coordinators and Project Officers;
- j. Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- k. Appeal services and negotiations;
- l. Reconstruction and long-term infrastructure planning; and
- m. Final review of all emergency and permanent work performed.

**EXHIBIT B****INSURANCE REQUIREMENTS**

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

**Type of Insurance****Limits of Liability****GENERAL LIABILITY:**

Minimum 1,000,000 Per Occurrence and  
\$2,000,000 Per Aggregate

\* Policy to be written on a claims incurred basis

XX comprehensive form

bodily injury and property damage

XX premises - operations

bodily injury and property damage

— explosion & collapse  
hazard

\_\_\_ underground hazard  
 XX products/completed operations hazard      bodily injury and property damage combined  
 XX contractual insurance      bodily injury and property damage combined  
 XX broad form property damage      bodily injury and property damage combined  
 XX independent CONTRACTORS      personal injury  
 XX personal injury  
  
 \_\_\_ sexual abuse/molestation      Minimum \$1,000,000 Per Occurrence and Aggregate  
  
 \_\_\_ liquor legal liability      Minimum \$1,000,000 Per Occurrence and Aggregate

**AUTOMOBILE LIABILITY:** ☒ Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form      ☐ Minimum \$10,000/\$20,000/\$10,000  
 XX owned      (Florida's Minimum Coverage)  
 XX hired  
 XX non-owned

## REAL & PERSONAL PROPERTY

\_\_\_ comprehensive form      Agent must show proof they have this coverage.

<b>EXCESS LIABILITY</b>		Per Occurrence	Aggregate
XX other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000

<b>PROFESSIONAL LIABILITY</b>		Per Occurrence	Aggregate
XX * Policy to be written on a claims made basis		\$1,000,000	\$1,000,000

(3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;

(3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

**Exhibit C - Rate Schedule****COST PROPOSAL FORM/FEE SCHEDULE**

The completed Cost Proposal Form/Fee Schedule is contained below, along with a list of “Additional Suggested Positions”.

<b>COST PROPOSAL FORM/FEE SCHEDULE</b>
--

Positions	Estimated Monthly Hours (1)	Hourly Rate
Project Manager	80	\$ 67.00
Operations Managers	160	\$ 58.00
GIS Analyst	16	\$ 50.00
Field Supervisors	670	\$ 49.00
Debris Site/Tower Monitors	390	\$ 34.00
Environmental Specialist	16	\$ 75.00
Project Inspectors (Citizen Drop-Off Site Monitors)	870	\$ 34.00
Field Coordinators (Crew Monitors)	1,740	\$ 49.00
Load Ticket Data Entry Clerks (QA/QC)	750	\$ 29.00
Billing/Invoice Analysts	40	\$ 35.00
Data Manager	16	\$ 55.00
Public Assistance Coordinator	80	\$ 120.90
FEMA/FHWA Specialist	320	\$ 90.00

<b>Additional Suggested Positions</b>
---------------------------------------

Position	Hourly Rate
Grants Project Manager	\$139.50
Senior Grant Management Consultant	\$130.20
Subject Matter Expert	\$130.20
Senior Hazard Mitigation Specialist	\$130.20
Hazard Mitigation Specialist	\$120.90
Senior Planner	\$170.00
Planner	\$110.00
Senior Insurance Specialist	\$130.20
Insurance Specialist	\$120.90
Office/Clerical	\$ 37.20

**Cost Proposal Notes**

- The hourly rates include all applicable overhead and profit.
- All non-labor related project costs will be billed to the City at cost without mark-up. This includes travel expenses such as airfare, hotel, per diem, rental car and/or mileage, which will be billed in accordance with the current GSA schedule.
- All expenses shall be submitted with full supporting documentation in compliance with FEMA guidelines for reimbursement.

## APPENDIX D FEMA CLAUSES

The Parties shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 2 of the Code of Federal Regulations, Part 200 ("2 CFR 200"), including Appendix II to such Part ("Appendix II").

In addition, the Parties agrees as follows:

1. Client confirms that it is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Consultant's compliance with the terms of this Agreement, except to the extent expressly provided otherwise by this Agreement.
2. Client confirms that it may terminate this Agreement for cause or convenience in accordance with the procedures set forth in this Agreement.
3. Compliance with the Davis-Bacon Act and Copeland Anti-Kickback Act as applicable to the Services.
  - a. Consultant shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement.
  - b. Subcontracts. Consultant and any subcontractors to Consultant shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
  - c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR §5.12.
4. Compliance with the Clean Air Act and the Federal Water Pollution Control Act.
  - a. Clean Air Act
    - (i) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §7401 et seq.
    - (ii) Consultant agrees to report each violation to CLIENT and understands and agrees that Client will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.
    - (iii) Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
  - b. Federal Water Pollution Control Act
    - (i) Consultant 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.
    - (ii) Consultant agrees to report each violation to Client and understands and agrees that Client will, in turn, report each violation as required to assure notification to FEMA and appropriate Environmental Protection Agency Regional Office.
    - (iii) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

5. Suspension and Debarment

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Consultant is required to verify that none of Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by Client. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Client, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. Compliance with Byrd Anti-Lobbying Amendment

- a. Consultant hereby certifies to the best of its knowledge that:
  - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, 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.
  - (ii) 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, Consultant shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. Consultant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. 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.
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the

Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- d. By executing this Agreement, Consultant hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

#### 7. Procurement of Recovered Materials

- a. In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired
  - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (ii) Meeting contract performance requirements; or
  - (iii) At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

#### 8. Access to Records

The following access to records requirements apply to this Agreement:

- a. Consultant agrees to provide Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

#### 9. Use of DHS Seal

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

#### 10. Compliance with Federal Law

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

#### 11. Non-Obligation of Federal Government

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

12. Program Fraud and False or Fraudulent Statements or Related Acts

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

## Exhibit E Solicitation



Florida's Warmest Welcome

**CITY OF POMPANO BEACH  
REQUEST FOR PROPOSALS**

**E-08-20**

**DISASTER RECOVERY MANAGEMENT SERVICES**

**OPENING: March 23, 2020 2:00 P.M.  
PURCHASING OFFICE  
1190 N.E. 3RD AVENUE, BUILDING C (Front)  
POMPANO BEACH, FLORIDA 33060**

February 20, 2020

## **CITY OF POMPANO BEACH, FLORIDA**

### **REQUEST FOR PROPOSALS**

**E-08-20**

#### **Disaster Recovery Management Services**

The City is seeking proposals from qualified firms to provide disaster recovery management services to the City on a stand-by basis.

The City will receive sealed proposals until **2:00 p.m. (local), March 23, 2020**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of proposers will be read aloud in a public forum.

#### **Introduction**

The City requires disaster recovery management services to support the oversight and management of debris recovery contractors, emergency planning, training and public assistance consulting services as outlined below. As such, the Consultant should be capable of providing a range of related services as needed and ordered by the City. Other services may include, but are not limited to, facilitating communication with FEMA, FHWA, the State of Florida and other state and federal agencies, coordination with state insurance representatives, pre-event planning, and post-event reconstruction, grant funding, and reimbursement services.

#### **A. Scope of Services**

1. **Disaster Debris Monitoring Services** - The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other public, eligible, or designated areas. Specific services may include:
  - a. Coordinating daily briefings, work progress, staffing, and other key items with the City.
  - b. Selection and permitting of TDSRS locations and any other permitting/regulatory issues as necessary.
  - c. Scheduling work for all team members and contractors on a daily basis.

- d. Hiring, scheduling, and managing field staff.
- e. Monitoring recovery contractor's operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- f. Assisting the City with responding to public concerns and comments.
- g. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- h. Entering load tickets into a database application.
- i. Digitization of source documentation (such as load tickets).
- j. Developing daily operational reports to keep the City informed of work progress.
- k. Development of maps, GIS applications, etc. as necessary.

**2. Emergency Management Planning and Training** - As directed by the City, the Consultant shall provide:

- a. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development; review, and revisions.
- b. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- c. Development of a debris management plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.
- d. Procurement assistance for debris removal contractors and other services as requested.
- e. Project management to include the formulation and management of permanent work projects, task force management, and City Commissions, Boards and Panels.
- f. Technical support and assistance in developing public information.
- g. Other training and assistance as requested by the City.
- h. Other reports and data as required by the City.
- i. Other emergency management and consulting services identified and required by the City.

**3. Public Assistance Consulting Services** - As directed by the City, the consultant shall provide:

- a. Identification of eligible emergency and permanent work (Category A-G);
- b. Damage Assessment;
- c. Assistance in attaining Immediate Needs Funding;
- d. Prioritization of recovery workload;
- e. Loss measurement and categorization;
- f. Insurance evaluation, documentation adjusting and settlement services;
- g. Project Worksheet generation and review;
- h. FEMA, FHWA and NRCS reimbursement support;
- i. Staff augmentation with experienced Public Assistance Coordinators and Project Officers;
- j. Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- k. Appeal services and negotiations;
- l. Reconstruction and long-term infrastructure planning; and
- m. Final review of all emergency and permanent work performed.

**B. Tasks/Deliverables**

Specific tasks and/or deliverables are as outlined in the scope of services above.

**C. Selection/Evaluation Process**

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

	<b><u>Criteria</u></b>	<b><u>Point Range</u></b>
<b>1.</b>	<b>Qualifications and Experience</b>	<b>0-40</b>
	Firm & Staff qualifications and previous related work experience in the subject area. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. History of any litigation within the past five (5) years arising out of your firm's performance as it relates to the scope of services being solicited herein.	
<b>2.</b>	<b>References</b>	<b>0-5</b>
	History and performance of firm/project team on similar projects. References and recommendations from previous clients.	
<b>3.</b>	<b>Technical Approach</b>	<b>0-30</b>
	Firm's technical approach to perform scope of services requested to include procedures, methodologies, resources, systems etc.	
<b>4.</b>	<b>Cost</b>	<b>0-25</b>
	Including the overall project-task budget and itemized cost breakdowns.	
	<b>Total</b>	<b>0-100</b>

**NOTE:**

Financial statements that are required as submittals to prequalify for a solicitation will be exempt from public disclosure; however, financial statements submitted to prequalify for a solicitation, and are not required by the City, may be subject to public disclosure.

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following

presentations (if deemed necessary) with a score of “1” assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm’s capability to provide the services required for the Committee’s review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the Solicitation, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

**D. Required Proposal Submittal**

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files.

**Information to be included in the proposal:** In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

**Title page:**

Show the project name and number, the name of the Proposer’s firm, address, telephone number, name of contact person and the date.

**Table of Contents:**

Include a clear identification of the material by section and by page.

**Letter of Transmittal:**

Briefly state the Proposer’s understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

**Technical Proposal:**

Elaborate responses beyond that sufficient to present a complete and effective response to the solicitations are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Unless specifically requested in the solicitation, elaborate artwork, corporate brochures, lengthy narratives, and other extraneous presentation materials are neither necessary nor desired.

The following issues shall be fully responded to in your proposal in concise narrative form. Each issue should be referenced and be presented in the following order:

**Tab 1: Qualifications of the Firm**

- a) Provide a description and history of the firm focusing on previous governmental experience. Only past experience as the prime contractor with local governments will be considered. Personal qualifications of staff with past debris monitoring experience will be considered regardless of the actual tenure with the proposing firm. The City will accept and consider proposals from all firms with professionals that meet the qualifications defined in the Technical Proposal section of the RFP. Resumes must be provided. State and federal contracts that do not reflect direct contractual obligations to perform services on behalf of the sub-grantee will not be considered to be past local government experience. Firm qualifications must include, at minimum, the following:
  - i. Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
  - ii. Documented knowledge and experience coordinating with Federal, State and Local emergency agencies.
  - iii. Experience representing local governments with various state and federal funding sources and reimbursement processes, including FEMA, FHWA, and NRCS.
  - iv. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.
  - v. Discussion of specific instances in the last ten (10) years whereby a client's documentation/reimbursed amounts were challenged by a funding agency and the firm or its personnel assisted in resolving said disputes to the advantage of the client. Please indicate client name(s) and disaster to which this may have related. In addition, please discuss instances in the last ten (10) years whereby you were engaged for the scope of services herein, whereby a client may have been required to return federal or state funding.
  - vi. Discussion of any litigation within the past five (5) years arising out of your firm's performance as it relates to the scope of services being solicited herein. Include litigation status/outcome.
- b) Provide at least five (5) references for which the firm has performed services over the past 10 years, which are similar to the requirements in the Scope of Services. Three (3) of the references shall be from local government entities that include hurricane debris monitoring experience involving a minimum of 250,000 cubic yards of debris. Provide the reference

contact name, address, e-mail address, telephone numbers and date of the contract.

### **Tab 2: Qualifications of Staff**

Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operations managers, FEMA reimbursement specialist, data manager, etc.) must be full time employees of the proposing firm and have experience, working for the Proposer, in the following:

- i. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. The proposer must demonstrate experience managing hurricane debris monitoring for at least two (2) local governments involving a minimum of 250,000 cubic yards of debris for each client.
- ii. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
- iii. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, sand recovery and beach remediation, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

### **Tab 3: Technical Approach**

Provide a description of the Proposer's approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the City.

### **Tab 4: Cost Proposal**

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the form for the labor positions listed. All non-labor projected costs will be billed to the City at cost, without markup. Supporting documentation must be submitted for such expenses.

<b>COST PROPOSAL FORM/FEE SCHEDULE</b>
--

Positions	Estimated Monthly Hours (1)	Hourly Rate
Project Manager	80	\$ _____
Operations Managers	160	\$ _____
GIS Analyst	16	\$ _____
Field Supervisors	670	\$ _____
Debris Site/Tower Monitors	390	\$ _____

Environmental Specialist	16	\$ _____
Project Inspectors (Citizen Drop-Off Site Monitors)	870	\$ _____
Field Coordinators (Crew Monitors)	1,740	\$ _____
Load Ticket Data Entry Clerks (QA/QC)	750	\$ _____
Billing/Invoice Analysts	40	\$ _____
Data Manager	16	\$ _____
Public Assistance Coordinator	80	\$ _____
FEMA/FHWA Specialist	320	\$ _____

**NOTE:**

***(1) Estimated hours are NOT intended to represent the actual contract amount, but are an estimate of a typical work month and will be used for the sole purpose of evaluating proposals.***

The City uses a mathematical formula for determining allocation of cost points to each responsive, responsible Proposer. The lowest, responsive, responsible Proposer receives the maximum allowable points. When using this formula, a Proposer that submits a cost or fee which is two times greater than the cost/fee of the lowest responsive, responsible Proposer, shall result in receiving zero points for cost.

**REGARDING PRICE:** The firm providing the lowest cost to the City shall receive the maximum number of Cost Proposal points. Points shall be awarded to other proposers in the following manner:

2<sup>nd</sup> Lowest Proposer:

2<sup>nd</sup> lowest cost – lowest cost = X

X divided by lowest cost = Y

Y times the total number of cost points = Z

Total number of cost points – Z = points assigned to 2<sup>nd</sup> Lowest

Example:

Lowest cost = \$1000    2<sup>nd</sup> lowest cost = \$1250    Total available points = 15

1250 – 1000 = 250

250 / 1000 = .25

.25 x 15 = 3.75

15 – 3.75 = 11.25 points to 2<sup>nd</sup> lowest bidder

**Tab 5: Attachments**

Insert proof of being licensed to do business in the State of Florida. A printout from the Florida Department of State sunbiz website is acceptable--  
(<http://search.sunbiz.org/Inquiry/CorporationSearch/ByName>) and any other attachments pertinent to your response.

**Tab 6: Initialed City Documents or Forms**

The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFP pages, initialed where indicated, as well as any required addendum acknowledgement forms.

**YOUR OVERALL SCORE DEPENDS ON  
HOW THESE ITEMS ARE ADDRESSED.  
IF LITTLE OR NO INFORMATION IS PROVIDED,  
YOUR PROPOSAL SHALL NOT  
BE FAVORABLY CONSIDERED.**

**City Forms:**

The Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System. The City reserves the right to request additional information to ensure the proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may as at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

**Reviewed and Audited Financial Statements:**

Proposers shall be financially solvent and appropriately capitalized to be able to service the City for the duration of the contract. Proposers shall provide a complete financial statement of the firm's most recent audited financial statements, indicating organization's financial condition. Must be uploaded to the Response Attachments tab in the eBid System as a separate file titled "Financial Statements" and marked "CONFIDENTIAL."

Financial statements provided shall not be older than twelve (12) months prior to the date of filing this solicitation response. The financial statements are to be reviewed and submitted with any accompanying notes and supplemental information. The City of Pompano Beach reserve the right to reject financial statements in which the financial condition shown is of a date twelve (12) months or more prior to the date of submittals.

The City is a public agency subject to Chapter 119, Florida's Public Records Law and is required to provide the public with access to public records, however, financial statements that are required as submittals to prequalify for a solicitation will be exempt from public disclosure.

The City reserves the right to request additional information to ensure the proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may as at its sole discretion ask

for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

A combination of two (2) or more of the following may substitute for audited financial statements:

- 1) Bank letters/statements for the past 3 months
- 2) Balance sheet, profit and loss statement, cash flow report
- 3) IRS returns for the last 2 years
- 4) Letter from CPA showing profits and loss statements (certified)

**E. Insurance Requirements**

PROPOSER shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

PROPOSER is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by PROPOSER, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by PROPOSER under this Agreement.

Throughout the term of this Agreement, PROPOSER and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which PROPOSER is obligated to pay compensation to employees engaged in the performance of the work. PROPOSER further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance.

(a) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from PROPOSER's negligent acts or omissions in connection with PROPOSER's performance under this Agreement.

(b) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

**Type of Insurance**

**Limits of Liability**

**GENERAL LIABILITY:**

Per Occurrence /Aggregate

\* Policy to be written on a claims occurrence basis

\$1,000,000      \$2,000,000

XX	comprehensive form bodily injury and property damage
XX	premises - operations bodily injury and property damage
XX	explosion & collapse hazard
XX	underground hazard
XX	products/completed    bodily injury and property damage combined operations hazard
XX	contractual insurance bodily injury and property damage combined
XX	broad form property damage bodily injury and property damage combined
XX	independent contractors personal injury
XX	personal injury
—	CG2010 ongoing operations (or its' equivalent)
—	CG 2037 completed operations (or its' equivalent)
—	sexual abuse/molestation
	Minimum \$1,000,000 Per Occurrence and Aggregate

-----  
**AUTOMOBILE LIABILITY:**

Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX	comprehensive form
XX	owned
XX	hired
XX	non-owned

-----  
**REAL & PERSONAL PROPERTY**

\* Policy to be written on a claims occurrence basis comprehensive form  
Agent must show proof they have this coverage.  
-----

**EXCESS / UMBRELLA LIABILITY**      Per Occurrence Aggregate

\* Policy to be written on a claims occurrence basis

XX	excess/umbrella	bodily injury and \$1,000,000/\$1,000,000 property damage combined
----	-----------------	--

-----  
**PROFESSIONAL LIABILITY**      Per

Occurrence      Aggregate

\* Policy to be written on a claims made basis

XX	professional liability	\$1,000,000/\$1,000,000
----	------------------------	-------------------------

-----  
(c) If Professional Liability insurance is required, PROPOSER agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

-----  
**ENVIRONMENTAL / POLLUTION LIABILITY**      Per

Occurrence      Aggregate

\* Policy to be written on a claims made basis

XX	environmental/pollution liability	\$1,000,000/\$1,000,000
----	-----------------------------------	-------------------------

-----  
**CYBER LIABILITY**      Per Occurrence Aggregate

\* Policy to be written on a claims occurrence basis

\$1,000,000/\$1,000,000

\_\_Network Security / Privacy Liability  
\_\_Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)

\_\_\_Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)

\_\_\_Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

-----  
3. Employer's Liability. PROPOSER and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

4. Policies: Whenever, under the provisions of this Agreement, insurance is required of the PROPOSER, the PROPOSER shall promptly provide the following:

- (a) Certificates of Insurance evidencing the required coverage;
- (b) Names and addresses of companies providing coverage;
- (c) Effective and expiration dates of policies; and
- (d) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. PROPOSER hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then PROPOSER shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should PROPOSER enter into such an agreement on a pre-loss basis.

**F. Hold Harmless and Indemnification**

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under

this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

**G. Right to Audit**

Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by Owner to Consultant pursuant to this contract.

Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to this contract.

**H. Retention of Records and Right to Access**

The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable

time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;

d. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and

e. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

**I. Communications**

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

**J. No Discrimination**

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

**K. Independent Contractor**

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

**L. Staff Assignment**

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

**M. Contract Terms**

The contract resulting from this Solicitation shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this Solicitation document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

Exhibit E "Sample Contract" includes the City's proposed term for the Contract. Any questions or concerns about the terms and conditions of the contract Proposers may have shall be addressed during the questions period (see section V below). The City reserves the right, at its sole discretion, to consider proposals that object to the terms and conditions of the sample contract as non-responsible. City may award a second contract upon expiration of the initial contract for a period of up to five years at its sole discretion.

**N. Waiver**

It is agreed that no waiver or modification of the contract resulting from this Solicitation, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

**O. Survivorship Rights**

This contract resulting from this Solicitation shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

**P. Manner of Performance**

Proposer agrees to perform its duties and obligations under the contract resulting from this Solicitation in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this Solicitation shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer

agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

**Q. Acceptance Period**

Proposals submitted in response to this Solicitation must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

**R. Conditions and Provisions**

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this solicitation as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this solicitation. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this solicitation, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

**S. Standard Provisions**

**1. Governing Law**

Any agreement resulting from this Solicitation shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

2. Licenses

In order to perform public work, the successful Proposer shall:  
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

4. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity with Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this Solicitation. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

9. Withdrawal of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3<sup>rd</sup> Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

12. Public Records

- a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
  - i. Keep and maintain public records required by the City in order to perform the service;

- ii. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
  - iv. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- b. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
100 W. Atlantic Blvd., Suite 253  
Pompano Beach, Florida 33060  
(954) 786-4611  
[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

**T. Questions and Communication**

All questions regarding the Solicitation are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

**U. Addenda**

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the solicitation in the eBid System.

**V. Contractor Performance Report**

The City will utilize the Contractor Performance Report to monitor and record the successful proposer's performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to this solicitation.

CITY OF POMPANO BEACH  
DAILY ACTIVITY REPORT

DATE WORK PERFORMED: \_\_\_\_\_

DISASTER EVENT: \_\_\_\_\_

EMPLOYEE NAME: \_\_\_\_\_

EMPLOYEE STATUS: FULL TIME \_\_\_\_\_ PART TIME \_\_\_\_\_  
VOLUNTEER Y or N

EMPLOYEE TITLE / DEPT: \_\_\_\_\_

EXEMPT \_\_\_\_\_ NON-EXEMPT \_\_\_\_\_

TIME	LOCATION	DESCRIPTION OF WORK PERFORMED	TIME		HOURS	
			START	STOP	REGULAR	OVERTIME

EQUIPMENT	ID NUMBER	MODEL / DESCRIPTION OF EQUIPMENT	HORSEPOWER	CAPACITY	HOURS		MILES	
					START	STOP	START	STOP

MATERIALS / STOCK NUMBER	INVENTORY / STOCK NUMBER	MATERIALS / SERVICE DESCRIPTION	UNITS USED	UNIT OF MEASURE	RATE OR PRICE	IF PURCHASED - P.O. # / VENDOR NAME

EMPLOYEE NAME: \_\_\_\_\_ EMPLOYEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SUPERVISOR NAME: \_\_\_\_\_ SUPERVISOR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



**City of Pompano Beach, Purchasing Division  
1190 N.E. 3rd Avenue, Building C  
Pompano Beach, Florida, 33060**

March 3, 2020

ADDENDUM #1, RFP E-08--20 DISASTER

**RECOVERY MANAGEMENT SERVICES**

To Whom It May Concern,

Please note **Section E. Insurance Requirements** have been revised. See Revised Bid Solicitation for new insurance requirements.

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English  
Purchasing Agent

cc: website



**City of Pompano Beach, Purchasing Division  
1190 N.E. 3rd Avenue, Building C  
Pompano Beach, Florida, 33060**

March 17, 2020

ADDENDUM #2, RFP E-08-20 DISASTER

RECOVERY MANAGEMENT SERVICES

To Whom It May Concern,

Please note **Section C. Selection/Evaluation Process** has been revised. See “Final Revision” of Bid Solicitation.

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English  
Purchasing Agent

cc: website



**City of Pompano Beach, Purchasing Division  
1190 N.E. 3rd Avenue, Building C  
Pompano Beach, Florida, 33060**

March 22, 2020

**ADDENDUM #3, RFP E-08-20 DISASTER**

**RECOVERY MANAGEMENT SERVICES**

To Whom It May Concern,

Addendum #3 is posted on the City's eBid website: <http://pompanobeachfl.ionwave.net>.  
Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for receipt of written questions has passed.

The deadline for acceptance of proposals in the eBid system has been extended to  
**2:00 p.m. (local), April 13, 2020.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English  
Purchasing Agent

cc: website



Exhibit E Response

## CITY OF POMPANO BEACH

### DISASTER RECOVERY MANAGEMENT SERVICES

RFP E-08-20

Attn: Jeff English, Purchasing Agent  
City of Pompano Beach, Purchasing Division 1190  
N.E. 3rd Avenue, Building C  
Pompano Beach, FL 33060

Date: April 13, 2020

**Submitted By:**

Greg Fenton  
Witt O'Brien's LLC  
2200 Eller Drive  
Fort Lauderdale, FL 33316  
Phone: 281-320-9796



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## LETTER OF TRANSMITTAL

April 13, 2020

Mr. Jeff English  
City of Pompano Beach, FL 1190  
NE 3rd Avenue, Building C  
Pompano Beach, FL 33060

RE: Disaster Recovery Management Services  
RFP No. E-08-20

Dear Mr. English:

Witt O'Brien's is pleased to submit this proposal to continue to support the City of Pompano Beach, Florida (City) to provide disaster recovery management services. We have been providing disaster recovery management services to the City since 2011, most recently providing services similar to this RFP Scope of Services in response to Hurricane Irma, and presently consulting on Hurricane Dorian and the COVID-19 declaration. As the 2020 hurricane season approaches, we are ready to assist the City of Pompano Beach with disaster debris monitoring; emergency management planning and training; and Public Assistance consulting services as required.

Witt O'Brien's is the leading public safety and crisis management firm in the U.S., with strong roots in emergency management. We have decades of proven experience in emergency management planning and program development as well as disaster response and recovery. We understand all aspects and phases of emergency management and have been key partners in developing many of the principles, standards, and best practices that serve as a foundation for emergency management today.

In partnership with the City of Pompano Beach, we will continue to directly support improving the resiliency of the City and its navigation of the FEMA Public Assistance program with our highly respected, qualified emergency management professionals who will more than meet the City's stated needs. Witt O'Brien's will commit to perform the required services described in the RFP within a time period as mutually agreed upon with the City. Witt O'Brien's reserves its right to negotiate the terms and conditions of the final contract upon award.

Valarie Philipp, Associate Managing Director, is the primary contact for this proposal. You may contact her at 954-644-2202 (m) or at [vphilipp@wittobriens.com](mailto:vphilipp@wittobriens.com); CC: [contractrequests@wittobriens.com](mailto:contractrequests@wittobriens.com).

As Chief Operating Officer, I am authorized to bind the firm. You may contact me at 281-320-9796 (o) or at [gffenton@wittobriens.com](mailto:gffenton@wittobriens.com); CC: [contractrequests@wittobriens.com](mailto:contractrequests@wittobriens.com).

We strongly believe you will be pleased with our qualifications, and we look forward to your favorable review and continuation of our services to the City of Pompano Beach.

Respectfully,

**Witt O'Brien's, LLC**

Greg Fenton  
Chief Operating Officer

## TAB 1: QUALIFICATIONS OF THE FIRM

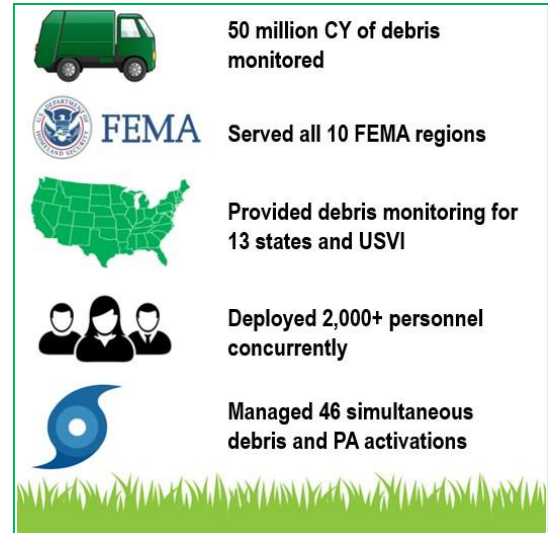
### 1.A DESCRIPTION AND HISTORY OF THE FIRM

Since 2001, Witt O'Brien's experts have assisted in the management and implementation of more than \$42 billion in FEMA Public Assistance (PA) grant funding including debris operations services. We have responded to more than 20 different major disaster declarations in the United States over the last 15 years involving debris management services alone, overseeing many large and complex debris removal and disposal projects. Witt O'Brien's has prepared over 80,000 Project Worksheets and written over 1,000 mitigation grant applications worth over \$3.5 billion. Additionally, our team has undertaken numerous, multi-jurisdictional comprehensive emergency management and debris management plans, training initiatives and full-scale exercises in our preparedness practice across the nation. Our firm currently holds contracts similar to that which the City desires, all of which involve cooperation and collaboration with FEMA, statewide emergency and environmental agencies and other local government entities. All of these activities in combination has helped us to better understand the full lifecycle of activities that our client experience helping them to better prepare, respond, and recover.

We have completed response and recovery work resulting from every type of major disaster in the US, allowing us to build subject matter expertise in all types of emergency and crisis management services, including but not limited to:

- Disaster and debris monitoring services
- FEMA PA consulting services
- Emergency management planning and training
- Emergency management support services
- Financial, payroll, and grant management
- Information technology and data management
- Hazard mitigation support
- Insurance and other grant funding support

All of what we do at Witt O'Brien's is aimed at one overarching goal, to help the communities we serve, and their residents, get the help they need, when they need it, and to recover and rebuild as quickly as possible, while ensuring our client's full compliance with all federal funding requirements. By applying our considerable expertise, helping clients develop their own internal capability, and by empowering local communities to more effectively engage in the recovery process through targeted assistance, we enable our clients to successfully navigate the many potential risks and pitfalls commonly associated with federal disaster recovery funding programs.





### 1.A.I RECENT EXPERIENCE AND CURRENT CAPACITY

**Witt O'Brien's has provided our clients with FEMA-compliant disaster debris monitoring services in all 10 FEMA regions and have successfully monitored the removal of over 50 million cubic yards (CY) of debris in 13 US States and the U.S. Virgin Islands (USVI).**

As a result of our extensive experience in the field, we have developed a full understanding of the debris management process. Our team has written numerous, multi-jurisdictional emergency plans focusing on communication, coordination, and implementation of the legal requirements that must be followed. We not only have experience responding to disasters, but our Hazard Mitigation, Planning, and Resilience Divisions often help cities, states, and municipalities prepare for these emergencies before they happen. Witt O'Brien's expertise in debris monitoring and management, therefore, is informed by our knowledge of the best practices for debris management planning as well as response.

Since 2004, we have completed 118 debris monitoring projects, totaling more than \$375 million in hauling costs. We have provided details below for just a few of our recent debris monitoring efforts.

#### ***Recent Witt O'Brien's Debris Monitoring Projects***

<b>Project Title &amp; Dates of Performance</b>	<b>Client(s)</b>	<b>Project Description</b>
<b>Debris Monitoring – Hurricane Barry (2019)</b>	Lafourche Parish, LA	Witt O'Brien's monitored the removal of: <ul style="list-style-type: none"> <li>• 8,415 CY of vegetative debris, resulting in \$78,755 in hauling costs</li> </ul>
<b>Debris Monitoring – Hurricane Florence (Sept 2018 – Feb 2019)</b>	City of Wilmington, NC and New Hanover County, NC	Witt O'Brien's monitored the removal of: <ul style="list-style-type: none"> <li>• Just over 2.1 million cubic yards (CY) of vegetative debris</li> <li>• 94,000 CY of C&amp;D debris</li> <li>• 390,000 CY of mulch haul out</li> </ul>
<b>Debris Management – Hurricane Michael (Oct 2018 – June 2019)</b>	Washington County, FL	Witt O'Brien's monitored the removal of: <ul style="list-style-type: none"> <li>• 1.4 million CY of vegetative debris, hazardous trees, limbs, stumps, and C&amp;D debris.</li> </ul>
<b>Debris Monitoring – Hurricane Irma (Sep 2017 – Mar 2018)</b>	More than 30 cities, towns, & counties in FL and GA	Witt O'Brien's was engaged in debris monitoring and management of multiple client operations in Florida and Georgia after Hurricane Irma. We monitored the removal of: <ul style="list-style-type: none"> <li>• 4.3 million CY of ROW vegetative debris</li> <li>• 208,000 CY of C&amp;D debris</li> <li>• 702,000 CY of mulch</li> </ul>
<b>Debris Monitoring – Hurricane Harvey (Aug 2017 – Jan 2018)</b>	3 cities, 1 village, 1 county & 1 municipal utility district in TX	Witt O'Brien's monitored the removal of: <ul style="list-style-type: none"> <li>• More than 543,000 CY of vegetative C&amp;D debris and nearly 4,700 CY of household hazardous waste</li> </ul>

## 1.A.II KNOWLEDGE AND EXPERIENCE COORDINATING WITH FEDERAL, STATE, AND LOCAL EMERGENCY AGENCIES

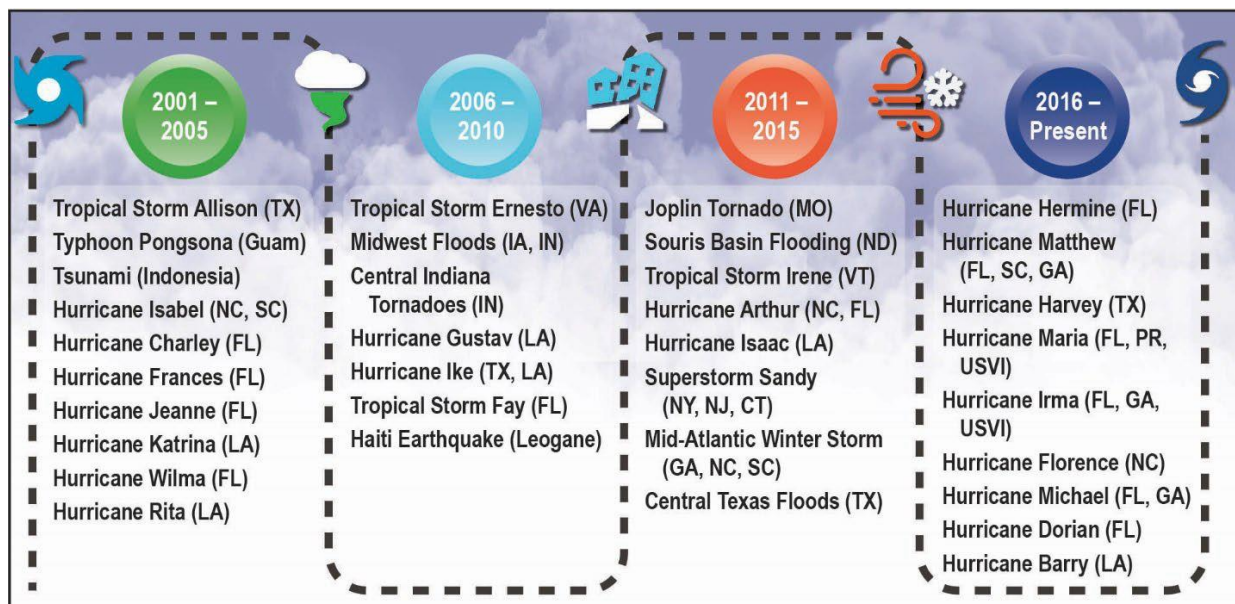
Witt O'Brien's has worked in all 10 FEMA regions and utilizes the knowledge and nuances of policy and eligibility determinations in each region to the benefit of its clients. We specialize in all phases of the disaster lifecycle:

- Prepare: Planning, training, exercises, after-action evaluations
- Respond: Support EOC operations, manage live incidents (including debris removal)
- Recover: Develop integrated recovery strategies, negotiate and administer FEMA- and HUD-funded recovery programs (including PA, CDBG-DR, provide support for other Federally-funded recovery programs (e.g., Departments of Transportation, Energy, Commerce, etc.)
- Mitigate: Hazard identification and risk assessments, program design and assessment, hazard mitigation plan development and updates, benefit-cost analysis, grants management

Throughout the recovery process, we make the communities we serve more resilient, maximize all sources of funding, and seize every opportunity to rebuild facilities that are hardened to future threats. Historically, we have provided guidance on disaster recovery grant consulting services to state, county and local governments. These services include:

- Currently helping USVI design and administer its complex recovery program, including FEMA PA and IA and HUD CDBG-DR
- Advised all four of the states that launched major state-wide recovery programs pre-2017 catastrophic disasters (Louisiana post-Katrina, New Jersey post-Sandy, and Iowa and Vermont after devastating floods)
- Helped territorial, state, and local governments to recover from every major recent storm: Dorian, Maria, Irma, Harvey, Matthew, Florence, Sandy, Katrina, Rita, Gustav, Ike, and more
- Helped obtain, administer, and close out over \$50 billion in Federal disaster recovery grants

Our unmatched experience supporting large-scale recovery efforts also includes these significant disaster recovery efforts:





### 1.A.III EXPERIENCE REPRESENTING LOCAL GOVERNMENTS WITH VARIOUS STATE AND FEDERAL FUNDING SOURCES

While undertaking disaster response and recovery processes, it is important to understand the range of funding sources available to the City, both internally through elements such as insurance and donated resources as well as externally through various federal funding resources. We will determine whether the FEMA PA program or another program that is complementary to the FEMA PA program offers grant funding that is appropriate for certain elements of the response and recovery process. These programs may include the following:

- **Federal Highway Administration (FHWA) Emergency Relief (ER)** program funding can be used for specific eligible activities on or related to Federal Aid System classified roadways for aspects of their Emergency Restoration and Permanent Restoration programs.
- **HUD Community Development Block Grant (CDBG) Disaster Recovery (DR)** funding is a good source of funds used to address unmet needs in the three core aspects of recovery – housing, infrastructure, and the economy.
- **Natural Resources Conservation Service (NRCS) Emergency Watershed (EWP)** program funding can be used to relieve imminent watershed hazards to life and property caused by flood and other occurrences such as debris removal, bank erosion repair and repairs to damaged drainage structures.

Our extensive experience in disaster response and recovery has allowed us to cultivate a core team of disaster management specialists with a superior working knowledge of eligibility guidelines for all Federal entities that offer grant sources listed above as well as others, including Department of Health and Human Services (HHS), Department of Transportation (DOT), U.S. Department of Commerce Economic Development Agency (EDA), Federal Transportation Administration (FTA), Federal Aviation Administration (FAA), Department of Education RESTART grants, and the U.S. Department of Agriculture (USDA) funding programs. Our team helps ensure the highest level of reimbursements and eligibility through inter-agency coordination and demonstrated practices for layered federal funding approaches.

For example, over the past two years, we have been providing FEMA Public Assistance support directly the Government of the U.S. Virgin Islands, resulting in them obtaining more than \$500 million across FEMA PA, FHWA-ER, and CDBG-DR funding.

### 1.A.IV EXPERIENCE WITH SPECIAL DISASTER RECOVERY PROGRAM MANAGEMENT SERVICES

When destruction is widespread and FEMA renders permission, Witt O'Brien's has the capability and experience to handle tasks such as Right of Way (ROW), Right of Entry (ROE), and private property debris removal (PPDR). We have extensive experience in implementing, managing, and monitoring ROE programs, and can assist in identifying private properties which may be eligible for debris removal; work with FEMA to ensure that local ordinances and proper procedures are followed; and secure ROE agreements from residents. If demolition of private or public structures is needed, Witt O'Brien's can also provide guidance for the proper implementation, documentation, and monitoring for this program.

Certain types of hazardous debris (such as removal of hazardous trees and limbs, hazardous material removal, vessel and vehicle recovery, and asbestos abatement) require special pre-removal validation and documentation in order to be eligible for removal cost reimbursement from FEMA or FHWA. Witt O'Brien's has experience with all debris types and will provide expert consulting services regarding unique debris challenges, including:

- **Special types of debris** such as hazard removal; white goods and electronics; waterborne debris in canals, lakes, drainage systems, marinas, etc.; abandoned and derelict vessels and vehicles; hazardous materials and waste; animal carcasses and putrescent debris; sediments, sand, mud, and seaweed; and debris resulting from oil, chemical, or ash spills.
- **Debris programs** such as waterways/wetlands clean-up and reimbursement; recycling programs for disaster debris; demolition programs for homes, buildings, mobile homes, boats, etc.; beach restoration; and asbestos abatement, removal, and disposal.

Moreover, our electronic debris management system (**DebrisPro™**) is designed to automate and streamline the tracking and documentation of all debris removal work and costs, including for these operational and programmatic elements: (1) Federal Aid roadway debris collection for FHWA reimbursement; (2) PPDR; (3) ROW debris removal; (4) Canal and waterway debris removal; (5) Removal of hazardous stumps, leaning trees, hanging limbs, white goods, and hazardous household waste.

*Our Project Principal, Charles Bryant, is an authority on PPDR. He wrote FEMA's current regulations guiding the removal of debris from private properties.*

Below are additional examples of projects we have completed that required expertise with special and/or hazardous debris.

### ***Additional Projects Requiring Experience with Special or Hazardous Debris***

<b>Client &amp; Project Name</b>	<b>Project Description</b>
<b>Hurricanes Irma and Maria Debris Monitoring –</b>  <b>U.S. Virgin Islands (USVI)</b>	Witt O'Brien's monitored comprehensive clean-up of storm-damaged electrical debris across the entire Territory, including St. John, St. Thomas, Water Island, and St. Croix. We ensured that transformers were safely transported off-island and monitored and documented collection, stripping of hardware, and reduction. <ol style="list-style-type: none"> <li>1. 2 million linear feet (LF) of conductor wire</li> <li>2. 150,000 LF of wooden power poles</li> <li>3. 972 pole-mounted &amp; 24 pad-mounted transformers</li> <li>4. 3,000 streetlights and brackets</li> <li>5. 5,000 guywire &amp; 734 cross-arm and hardware</li> <li>6. 11 reclosers</li> </ol> After completion of the work above, we also mobilized 40 trained personnel to scout the Islands on foot (partially due to the Islands' unique topography) and to conduct a survey documenting hazardous trees, limbs, and stumps. <b>Across the Islands we documented over 11,000 hazardous trees, limbs, and stumps.</b> This work was completed in under two weeks.
<b>Hurricane Matthew Debris Monitoring –</b>  <b>Savannah, GA</b>	Witt O'Brien's monitored the removal of nearly <b>450,000 cubic yards of hazardous debris including 50,000 cubic yards of waterway debris</b> . Our staff also recorded, via photos and GPS coordinates, the removal of 1,232 hazardous trees, 26,230 hazardous limbs, and 338 stumps and provided the City with expert data management and documentation services to support their FEMA cost reimbursement claims.
<b>Ice Storm Debris Monitoring –</b>  <b>Little Rock, AR</b>	Witt O'Brien's removed over <b>87,000 leaning trees and hanging branches</b> for various clients in Arkansas after ice storms in 2009.
<b>Hurricane Isaac Debris Monitoring –</b>  <b>State of Louisiana</b>	Over the course of various projects, we managed ROW, ROE, and waterway debris removal in addition to monitoring the removal of <b>20,000 cubic yards of private property debris</b> .

Client & Project Name	Project Description
<b>Superstorm Sandy Debris Monitoring –</b>  <b>State of New Jersey</b>	Debris removal in several cities involved electronic waste, material recycling, roll-off container monitoring, sand removal, beach restoration, clearing of drainage systems and basins, and <b>waterway debris removal</b> from Barnegat Bay, which including sophisticated tasks to establish eligibility for large volumes of debris.
<b>Winter Storm Debris Monitoring –</b>  <b>Commonwealth of Massachusetts</b>	In a multi-site (20 counties/towns) response effort in rural Western Massachusetts, Witt O'Brien's managed and monitored the removal of a total of 1.7 million cubic yards of debris, handled nearly 42,000 load tickets, and <b>oversaw the removal of 97,000 hangers and 4,000 leaners.</b>
<b>Severe Flood Debris Removal –</b>  <b>Livingston Parish, LA</b>	Witt O'Brien's monitored debris removal for 810,000 CY of C&D debris; 20,000 CY of white goods; 338,000 lb. of putrescible waste; 26,000 lb. of e-waste; <b>34,420 lb. of hazardous waste</b> resulting from water-damaged homes after flooding in Southeastern Louisiana. In addition, we performed a ROE project under a 180-day extension to assist Parish residents in returning home.

**1.A.V DISCUSSION OF SPECIFIC INSTANCES IN THE LAST TEN (10) YEARS WHEREBY A CLIENT'S DOCUMENTATION/REIMBURSED AMOUNTS WERE CHALLENGED BY A FUNDING AGENCY AND THE FIRM OR ITS PERSONNEL ASSISTED IN RESOLVING SAID DISPUTES TO THE ADVANTAGE OF THE CLIENT.**

Since the company's inception, we have continually advocated for our clients at every stage of the grant funding process, including when that funding was challenged or at risk or did not encompass the maximum scope and funding allowable under the grant program. In many cases, we are able to argue the finer points of the FEMA program and other grant program policies to avoid prolonged disputes and potential formal appeals. In more complicated cases, we have supported our clients by assisting with preparing complete and thorough appeal packages and have walked them through the process every step of the way.

We have successfully advocated for many clients where challenges to their funding were ultimately dropped, funding returned and/or funding increased through our efforts including but not limited to:

- U.S. Virgin Islands – Hurricanes Irma (DR-4335) and Maria (DR-4340)
- School Board of Broward County, FL – Hurricanes Katrina (DR-1602), Wilma (DR-1609), and Matthew (DR-4283)
- City of Coral Springs, FL – Hurricane Wilma (DR-1609)
- City of Cooper City, FL – Hurricane Wilma (DR-1609)
- Town of Davie, FL – Hurricane Matthew (DR-4283)
- City of Orlando, FL – Hurricanes Charley (DR-1539), Frances (DR-1545), Jeanne (DR-1561), and Irma (DR-4337)
- City of Galveston, TX – Hurricane Ike (DR-1791)
- University of Texas Medical Branch, TX – Hurricane Ike (DR-1791)
- State of New Jersey – Hurricane Sandy (DR-4086)
- State of Louisiana – Hurricanes Katrina (DR-1603), Rita (DR-1607), Gustav (DR-1786), and Ike (DR-1792)



In the past ten (10) years, and to the best of our knowledge, while performing work similar to the scope of this Request for Proposals, Witt O'Brien's has not had clients grant funding for said services de-obligated and required to be returned to FEMA and/or any other funding agency for items that were eligible under the programmatic guidelines and not the responsibility of other funding agencies or outside sources such as insurance recovery.

#### 1.A.VI LITIGATION SUMMARY WITHIN THE PAST FIVE YEARS

Witt O'Brien's is not currently a party to, and has not been a party to in the last five (5) years, any claim, controversy, legal dispute, litigation, bankruptcy, planned office closures, impending merger or other related legal matter where the basis of the claim involves the same or similar services as those referenced in this Request for Proposal.

#### 1.B REFERENCES

##### 1.B.1 DEBRIS MONITORING

##### Disaster Debris Monitoring Services, Washington County, FL

<b>Client Name and Address:</b>	Washington County, FL 2300 Pioneer Road Chipley, FL 32428
<b>Client Point of Contact:</b>	Jeff Massey, County Administrator <a href="mailto:jmassey@washingtonfl.com">jmassey@washingtonfl.com</a>   Phone: 850-638-5200
<b>Start/End Dates</b>	October 2018 – May 2019
<b>Description of Services:</b> After Hurricane Michael, Witt O'Brien's monitored the removal of 1,478,553 CY of vegetative debris; 24,720 CY of C&D debris; 453,835 CY of mulch; 35,987 hazardous limbs; 10,274 hazardous trees; and 109 hazardous stumps in Washington County, FL.	

##### Disaster Debris Monitoring Services, New Hanover County, NC

<b>Client Name and Address:</b>	New Hanover County, NC 3002 U.S. Highway 421 North Wilmington, NC 28401
<b>Client Point of Contact:</b>	Kim Roane, Business Officer, NHC Environmental Management <a href="mailto:kroane@nhcgov.com">kroane@nhcgov.com</a>   Phone: 910-798-4402
<b>Start/End Dates</b>	September 2018 – January 2019 October 2016 – December 2016 February 2014 – March 2014
<b>Description of Services:</b> Monitored the removal of 1,246,902 CY of vegetative debris, 77,057 CY of C&D debris, and 279,664 CY of mulch following Hurricane Florence in 2018. Since the inception of contract, Witt O'Brien's has also provided debris monitoring services in 2014 for the Ice Storm and in 2016 in response to Hurricane Matthew.	

##### Disaster Debris Monitoring Services, Wilmington, NC



<b>Client Name and Address:</b>	City of Wilmington, NC 209 Coleman Drive Wilmington, NC 28412
<b>Client Point of Contact:</b>	Dave Mayes, Director, Public Services Department, City of Wilmington dave.mayes@wilmingtonnc.gov   Phone: 910-341-5880
<b>Start/End Dates</b>	September 2018 – February 2019
<b>Description of Services:</b> Managed the removal of 896,462 CY of vegetative and C&D debris and 9,859 hazardous trees following Hurricane Florence.	

### 1.B.2 EMERGENCY MANAGEMENT PLANNING AND TRAINING

Multiple Projects Including Assessment, Planning, Training, and Exercising, California State University System, CA	
<b>Client</b>	California State University System 401 Golden Shore Fl 6 Long Beach, CA 90802
<b>Point of Contact</b>	Zachary Gifford, Director, System-Side Risk Management zgifford@calstate.edu   Phone: 562-951-4568
<b>Start/End Dates</b>	2001 – current
<p><b>Description of Services:</b> Witt O'Brien's began working with the California State University System (CSU) 18 years ago, and we continue to maintain a strong ongoing client relationship with the CSU chancellor's office and system office in Long Beach, as well as with the 23 campuses that comprise the system. The largest four-year public university system in the US, the CSU System is home to more than 480,000 students.</p> <p>Our company's long-standing relationship with the CSU System, as well as the variety of projects Witt O'Brien's has completed for CSU, represents an unparalleled partnership in higher education emergency management.</p> <p>Our team often works with CSU on issues relating to functional alignment and coordination. For example, we conduct trainings for the campus presidents and CSU Senior Policy Group members. As part of these, we discuss the roles of key departments and functions, and how they coordinate and communicate during an emergency. We discuss the roles, alignment, and coordination of the Emergency Manager, Police Chief, senior vice presidents, and the Senior Policy Group.</p> <p>We have also conducted assessments of all 23 campus Emergency Operation Plans (EOPs). In our assessments, we reviewed, advised, and validated roles and responsibilities for emergency management activations and functions. Similarly, we support CSU's business continuity affinity groups. In this role, we discuss how emergency management, business continuity, legal, public safety, EH&amp;S, and other functions align and coordinate during preparedness and response.</p> <p>Over the many years of our relationship with the CSU System, Witt O'Brien's has also provided numerous training and exercise services; conducted site visits and reviews of each campus's emergency management program to provide the chancellor's office full assay of the CSU System's capabilities in an emergency; reviewed EOPs for each campus for compliance with federal guidance from the US Department of Education and DHS/FEMA; developed a Continuity of Operations (COOP) Plan and EOP for the Chancellor's Office; and much more.</p>	



### 1.B.3 PUBLIC ASSISTANCE CONSULTING

#### FEMA Public Assistance and Grant Consulting Services, School Board of Broward County, FL

<b>Client</b>	<b>School Board of Broward County (SBBC)</b> 600 SE Third Avenue North Lauderdale, FL 33301
<b>Point of Contact</b>	Victoria Stanford, Manager, Emergency Management vstanford@browardschools.com   Phone: 754-321-1900
<b>Start/End Dates</b>	2008 – current
<b>Description of Services:</b> Witt O'Brien's was hired by the School Board of Broward County (SBBC) in 2008 to prepare a comprehensive, district-wide Disaster Debris Management Plan and to provide technical assistance, program implementation, and strategic advice for its past FEMA PA grants. Since we began working with SBBC, we have prepared initial PWs and versions; gathered, reviewed, and compiled relevant documentation to support final inspection and closeout; and overseen financial reconciliation and reimbursement for disasters from 2004 to present, including Hurricanes Frances, Jeanne, Katrina, Wilma, Matthew, Irma, and Dorian, and Tropical Storms Rita and Fay. These projects amount to the management of over \$65 million in PA grants, representing approximately 579 projects across FEMA Categories A, B, E, and G. Our efforts resulted recovery of more than \$3.2 million in additional funds from the insurance carriers, with approximately \$4 million in additional funding through successful appeal determinations. Witt O'Brien's assisted SBBC with obtaining an additional \$22.2M in funding through insurance recovery, successful appeal outcomes, and additional costs expended within the eligible scopes of work.	

#### Debris Monitoring and Grant Consulting, Southwest Ranches, FL

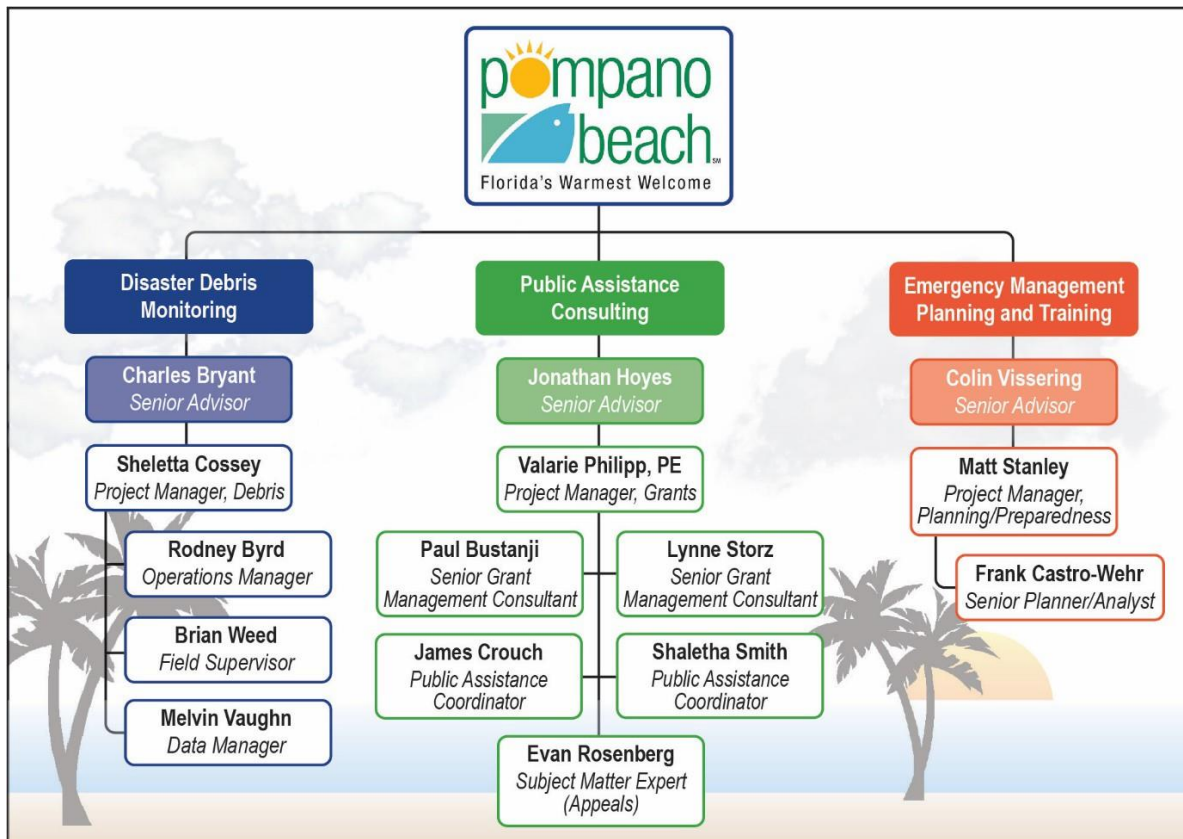
<b>Client</b>	Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, Florida 33330
<b>Point of Contact</b>	Marty Sherwood, CPA, CGMA, CGFO, Town Financial Administrator msherwood@southwestranches.org   Phone: 954-434-0008 ext.7473
<b>Start/End Dates</b>	2010 – current
<b>Description of Services:</b> Witt O'Brien's has been under contract with the Town of Southwest Ranches for more nearly 10 years. During the term of this contract we have engaged in annual preparedness meetings in advance of each storm season with both Town and additional outside response vendors. We most recently were activated for both Disaster Debris Monitoring as well as FEMA Grants Management assistance for Hurricane Irma which occurred in September 2017. We monitored the removal of approximately 200,000 CY of vegetative and construction and demolition debris as well as over 700 hanger, leaners, and stumps. We also worked with the Town to gather documentation to support its FEMA claims for debris operations, emergency measures and repairs to the Town's infrastructure contained in eight FEMA Project Worksheets in Categories A, B, C, E and G documenting over \$4.3 million in costs. We worked with FEMA in the New Model to upload documents and populate all information in the Grants Portal online.	

## TAB 2: QUALIFICATIONS OF THE STAFF

Witt O'Brien's has highly respected, qualified emergency management professionals, such as those listed within this response, who will meet the City's stated needs. Our staff has been integral in supporting response operations, strategic planning, program/project development, and financial and grants management of federal and state disaster recovery programs related to declared and non-declared events by:

- Directing the development and submission of FEMA and other federal agency grant claims
- Assisting in identification, and pursuit of unclaimed FEMA funds, project cost over-runs, and insurance benefits
- Assisting with compliance review for procurement of goods and services
- Overseeing permanent restoration projects for compliance with scope of work
- Supporting claims by gathering and submitting supporting documentation and cost summaries in the FEMA Grants Portal
- Managing the development and submittal of reimbursement requests
- Gathering, reviewing and compiling relevant documentation for final inspection and closeout of PWs
- Other post-hurricane services to maximize cost recovery from FEMA

As shown in the Organization Chart below, Witt O'Brien's is pleased to present this proposed team of experts to provide management of debris recovery contractors, emergency planning, training, and public assistance consulting services. We have additionally provided an overview of each of our proposed key staff here and included their resumes in *Appendix A* of our proposal.





Our proposed leadership team for this project includes:

### **Project Principals/Advisors**

Charles Bryant, Senior Advisor – Disaster Debris Monitoring

Colin Vissering, Senior Advisor – Emergency Management Planning and Training

Jonathan Hoyes, Senior Advisor – Public Assistance Consulting

Our proposed qualified and experienced team for this project scope elements includes:

### **Disaster Debris Monitoring Team**

#### **SHELETTA COSSEY – PROJECT MANAGER, DISASTER DEBRIS MONITORING**

Sheletta Cossey is a debris specialist with several years of experience in debris monitoring and management. She is also knowledgeable in project management, data management, and project administration, including start-up and close-out. She currently serves as the project manager for 23 active debris monitoring contracts within the state of Florida and is well-versed in Florida reimbursement requirements. Sheletta is especially skilled at the management of data and documentation and frequently oversees Witt O'Brien's electronic ticketing process. This involves determining cubic yard estimations and managing upwards of 3,000 tickets and 20,000 cubic yards daily. She has served as an operations and/or data manager on several large-scale, simultaneous projects, such as Hurricanes Florence and Irma, and oversaw the financial reconciliation for hauling data from nearly 8 million CY of storm-related debris. In addition to her experience with debris monitoring, Sheletta is thoroughly trained in FEMA PA regulations and the FEMA grant portal.

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#### **RODNEY BYRD – OPERATIONS MANAGER**

Rodney Byrd has more than 3 years of experience in emergency response for debris monitoring and removal as well as an advanced working knowledge of eligibility guidelines for FEMA debris regulations and funding programs. He has been a part of management teams overseeing the successful removal of millions of cubic yards of storm-related debris, most recently for Hurricanes Florence, Irma, Maria, and Harvey. As an effective team leader, he inspires the trust and respect of all personnel involved with the project. Rodney also has experience coordinating with state and federal agencies to ensure all requirements are met for reimbursement. He is currently the PM or Regional PM for 10 Texas-based debris monitoring and/or management contracts with Witt O'Brien's.

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#### **BRIAN WEED – FIELD SUPERVISOR**

Brian Weed has 4+ years of disaster recovery experience and is responsible for debris monitoring and removal projects following major disasters. Brian has served as a debris monitor, debris supervisor, and operation manager for debris removal projects following Hurricanes Matthew, Irma, Maria, and Florence. He served as Debris Supervisor for the State of South Carolina during Hurricane Matthew and an Operations Manager for the State of Florida during Hurricane Irma debris monitoring projects. To-date, he has overseen millions of cubic yards of various types of debris.

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### **MELVIN VAUGHN – DATA MANAGER**

Melvin Vaughn has had over a decade of vast experience including project tracking and data management for disaster debris management projects using Automated Debris Management Systems. He provides oversight and quality assurance of field data collected as well as supporting project documentation. As a Data Manager, Melvin reconciles recorded data with contractor invoices, develops Reconciliation Reports and Payment Recommendations for the client. He is also responsible for exporting data to create client reports, coordinate and track reconciled tickets against unreconciled tickets and report the findings, tracking voided tickets, and maintaining all project related documentation.

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### **Planning Team**

#### **MATT STANLEY – PROJECT MANAGER – PLANNING/PREPAREDNESS**

Matt Stanley is a seasoned emergency manager with nearly 25 years of professional experience in disaster preparedness and response. In emergency preparedness, Matt is an experienced public safety training instructor and has developed and delivered training programs for local and state police, firefighters, emergency managers, correction officers, code officials, and other public safety officials. He also led public information and public education programs focused on reputation management and community engagement and worked with FEMA's Emergency Management Institute to develop and update courses for the current Public Information Officer (PIO) training curriculum. Matt is a subject matter expert in risk and capability analysis and leads program assessments and plan development with a focus on community resilience. Matt has both extensive operational and administrative emergency management and on-the-ground emergency response experience. Through his career as an emergency manager, firefighter, and PIO, Matt has responded to numerous incidents including residential and industrial fires, wildfires, hazardous materials incidents and industrial accidents, technical rescues, tornadoes, floods, and explosive ordinance incidents.

**Education:** Communication Arts, Georgia Southern University

**Years of Experience:** 24

**Year Joined Witt O'Brien's:** 2010

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#### **FRANK CASTRO-WEHR – SENIOR PLANNER/ANALYST**

As a Director of Readiness and Resilience Programs for Witt O'Brien's, Frank Castro-Wehr provides technical expertise, project management, and consultation services to government, private and non-profit sector clients on continuity and other emergency management disciplines. He has more than 30 years of experience with emergency management projects, and is a certified business continuity professional. Frank is also HSEEP certified to develop and facilitate exercises.

**Education:** Graduate Theological Union, Berkley, California; MA, Philosophy and Theology University of Arkansas; BS, Chemical Engineering

**Years of Experience:** 31

**Year Joined Witt O'Brien's:** 2007



## Recovery Team

### VALARIE PHILIPP, PE, PROJECT MANAGER, GRANTS

Valarie Philipp is a Florida-based Associate Managing Director for Witt O'Brien's and a registered Professional Engineer (in the states of Georgia and Florida) with more than 20 years of experience in emergency management. She has assisted state, county, and municipal governments, as well as healthcare providers, educational institutions, and non-governmental organizations, with disaster preparedness, response, and recovery. Valarie is a subject matter expert in FEMA debris and PA grants program management. She oversees appeals resolution, procurement compliance, and FEMA disaster closeouts. Valarie currently manages our efforts with the City of Pompano Beach, as well as Broward County Schools, and the City of Orlando. She has been responsible for the management and oversight of 10 disaster debris monitoring projects and 15 FEMA grants management projects in Florida resulting from Hurricane Irma in September 2017. Valarie regularly assists governmental clients with annual contract procurement and maintenance activities, as well as disaster planning and all-encompassing FEMA program training initiatives. Prior to joining Witt O'Brien's, Valarie served as a FEMA Technical Assistance Contractor (TAC) where she performed building damage assessments, prepared cost estimates, wrote PWs, managed building assessment teams, and served as the Deputy PAC for debris operations for Hurricane Katrina in South Florida.

**Education:** Master of Science in Structures, University of Florida; Bachelor of Science in Civil

Engineering, University of Florida

**Years of Experience:** 21

**Year Joined Witt O'Brien's:** 2006

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### PAUL BUSTANJI, SENIOR GRANT MANAGEMENT CONSULTANT

Paul Bustanji is a disaster recovery grants specialist with more than 15 years of direct experience in disaster recovery. He has deployed directly to disaster areas to support FEMA PA recovery efforts, including Hurricanes Michael and Irma in Florida and Superstorm Sandy in New Jersey. Under these projects he focuses on damage assessments and the collection, analysis, and documentation of disaster-related expenditures and force account costs. Prior to joining Witt O'Brien's, Paul served as the principal communications engineer for URS Corporation, an engineering, design, and construction firm. During that time, he served as a senior electrical engineer for FEMA disaster recovery efforts in Texas and Louisiana, and deployed for Hurricanes Dolly, Ike, Katrina, and Rita. As a member of PA specialist teams, he provided damage assessment and grant development for city, local, and state governments and institutions. Paul has an additional 15+ years of experience in communications systems design and product management.

**Education:** Western Michigan University, B.S., Electrical Engineering

**Years of Experience:** 32

**Year Joined Witt O'Brien's:** 2014

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### **LYNNE STORZ, SENIOR GRANT MANAGEMENT CONSULTANT**

Lynne specializes in providing technical assistance for the FEMA PA reimbursement process. She has more than 15 years of experience in FEMA programs, disaster recovery operations, debris monitoring and management, and state-wide disaster planning. She has been working with North Carolina municipalities on PA reimbursement procedures after Hurricane Florence. She has also worked with multiple Florida communities as a PA coordinator and provided project formulation services for 24 projects, which resulted in \$2.4 million in cost recovery. For 8 years, Lynne served as a Senior Consultant and Project Manager for Florida DOT, providing long-term disaster recovery, emergency management, and planning expertise in the areas of FEMA PA and FHWA Emergency Relief programs. Lynne was also State Agency Liaison for the State of New Jersey, providing planning services and training on FEMA debris regulations, conducting preliminary damage assessments, and assisting with project closeout. Prior to joining Witt O'Brien's, Lynne managed an 11-city recycling program in Oregon, where she implemented waste reduction and curbside, yard, multi-family and commercial recycling pick-up programs for 400,000 area residents.

**Education:** Master of Urban and Regional Planning, Portland State University, Portland, Oregon;  
Bachelor of Science in Sociology, Portland State University

**Years of Experience:** 25

**Year Joined Witt O'Brien's:** 2004

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### **JAMES CROUCH, PUBLIC ASSISTANCE COORDINATOR**

James Crouch has more than 20 years of experience as a disaster recovery specialist, with particular emphasis on the environmental and historical aspects of disaster recovery. He has extensive experience with the Stafford Act and FEMA PA and Individual Assistance (IA) programs. He provides environmental and historic preservation technical assistance to FEMA staff, local, state and federal partners, and grantees and sub-grantees. His responsibilities include coordinating environmental and historic preservation reviews to accelerate planning and decision-making for disaster recovery projects, to improve federal assistance to states, local, and tribal governments, communities, families and individual citizens as they recover from presidentially declared disasters. James also serves as PA Officer, performing grants management functions such as preparing Category B Force Account labor claims.

**Education:** Master of Architecture, Tulane University, New Orleans, LA; Bachelor of Arts, English/Art History, Austin Peay State University, Clarksville, TN

**Years of Experience:** 21

**Year Joined Witt O'Brien's:** 2017

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### **SHALETHA SMITH, PUBLIC ASSISTANCE COORDINATOR**

Shaletha Smith is a FEMA PA disaster recovery specialist with nearly 15 years of experience, with specialization in the close-out process. In support of FEMA PA projects, Shaletha works with clients to validate and verify funding authorizations and expenditures. In support of Hurricane Irma disaster recovery, she currently assists clients in preparing damage documentation for uploading into the FEMA Grants Portal and working with clients to expeditiously resolve program-related needs. As a close-out



specialist in both New Jersey and Louisiana, Shaletha worked with clients to certify that recovery work was completed, appeals were resolved, eligible costs were reimbursed, and all costs were properly documented. She conducts final reviews of all submitted documentation, prepares and recommends final grant versions before closeout, and advises applicants of grant management and audit requirements. Prior to joining Witt O'Brien's, Shaletha worked with the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) as a financial and closeout specialist, and with the Disaster Area Office of the US Small Business Association (SBA).

**Education:** Northwestern State University of Louisiana, B.S., Business Administration

**Years of Experience:** 14

**Year Joined Witt O'Brien's:** 2013

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#### **EVAN ROSENBERG – SUBJECT MATTER EXPERT (APPEALS)**

Evan Rosenberg is a disaster recovery and legal expert with more than 10 years of experience assisting state and local clients with federal disaster recovery programs. Over the course of his career, he has overseen the administration of more than \$5.5 billion in recovery funding. Evan has served on the US Virgin Islands Recovery team for Hurricanes Irma & Maria, providing expert assistance in FEMA PA and IA as well as HUD's CDBGDR. Prior to joining Witt O'Brien's, he was the Division lead for all recovery operations for the Florida Division of Emergency Management, including four new Presidentially declared events as well as for over 20 previously declared Presidential disasters. He also coordinated and led the response to state and DHS-Office of Inspector General audits of the Florida Recovery Program and served as subject matter expert on the Stafford Act, to include drafting declaration requests and PA deobligation appeals.

**Education:** Florida State University, Juris Doctor, Law. Florida State University, M.S., Urban and Regional Planning. University of Maryland, College Park, B.S., Aerospace Engineering, Mathematics

**Years of Experience:** 26

**Year Joined Witt O'Brien's:** 2018

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### TAB 3: TECHNICAL APPROACH

Unlike other firms that might have a single division working in emergency and crisis management, Witt O'Brien's is fully dedicated to developing innovative solutions to help governments, communities, and businesses to **Control the Outcome®** of emergencies and crises. We are staffed by top experts in preparedness, crisis management, and disaster response and recovery operations. While we are small and nimble enough to respond quickly to our clients' needs, we also possess the depth of resources, experience, and expertise necessary to produce high-quality, reliable work. In addition to our record of success in debris monitoring, federal grant management, long-term recovery, and hazard mitigation, we constantly receive praise from our clients for our ability to mitigate risk under tight project schedules, follow federal and state regulations for contract management, and manage large numbers of personnel.

We have responded to dozens of major disasters dating back to 2001, providing communities with FEMA-compliant disaster debris monitoring and management services in all 10 FEMA regions and the USVI.

As a result of our extensive experience in the field, we have developed a full understanding of the debris management process. Our team has written numerous, multi-jurisdictional emergency plans focusing on communication, coordination, and implementation of the legal requirements that must be followed. We not only have experience responding to disasters, but also our Hazard Mitigation, Planning, and Resilience Divisions help cities, states, and municipalities prepare for these emergencies before they happen. **Witt O'Brien's expertise in debris monitoring and management, therefore, is informed by our knowledge of the best practices for debris management planning as well as response.**

In dozens of communities, Witt O'Brien's has overseen large-scale debris management operations that involve thousands of personnel and that require thorough, accurate documentation for cost recovery in full compliance with FEMA requirements and standards. Throughout the recovery process, we strive to make the communities we serve more resilient, maximize all sources of funding, and seize every opportunity to rebuild facilities that are hardened to future threats. Historically, we have provided guidance on disaster recovery grant consulting services to state, county, and local governments. These services have included:

- Advising all four of the states that launched major state-wide recovery programs prior to the 2017 catastrophic disasters (e.g., Louisiana post-Katrina; New Jersey post-Sandy; and Iowa and Vermont after devastating floods).
- Helping territorial, state, and local governments to recover from every major recent storm including Dorian (2019), Florence (2018), Maria (2017), Irma (2017), Harvey (2017), and more.
- Helping obtain, administer, and close out over **\$50 billion in Federal disaster recovery grants.**
- Currently helping the USVI design and administer its complex recovery program, which comprises FEMA PA, Individual Assistance (IA), and Department of Housing and Urban Development (HUD) Community Block Development Grant – Disaster Recovery (CDBG-DR).



### 3.1 STARTUP PROCEDURES/REQUIREMENTS

Witt O'Brien's Emergency Management and Response teams have been providing varying levels of pre-event and post-event debris management services to clients since 2001. Your Project Manager will coordinate with you annually to provide pre-event planning services. Also, when a disaster is imminent, your response team will be with you through every step of the process. An overview of all activities, and their associated timelines are provided below in Sections 3.1.1 and 3.1.2.

#### 3.1.A PRE-EVENT ACTIVITIES

**Facilitate Planning, Training, and Administrative Support (year-round).** Pre-event debris management planning services and activities are crucial in solidifying relationships with the City's staff who are involved in event-driven emergency response functions, including debris monitoring. It is also imperative to understand the City's expectations. Your Project Manager will provide year-round support by providing the following activities:

- Meet with the City's staff to review/revise debris management plan and ensure compliance
- Ensure the City's readiness by obtaining and reviewing critical documents (e.g., Witt O'Brien's and hauler contracts)
- Identify Temporary Debris Storage and Reduction Site (TDSRS) and ensure that proper documentation is in place
- Train your staff upon request
- Provide State / FEMA claims support and interpret project data during the reimbursement process

We coordinate with your staff year-round to ensure open and effective lines of communication. Additionally, we maintain and manage scalable Rapid Response Packages and a 24/7 emergency call center. Rapid Response Packages are pre-loaded and staged within close proximity of the client and include safety and communications equipment, generators, furniture, computers, printers, forms, and office supplies for an expedited deployment and self-sufficiency.

Following the execution of the contract, your Project Manager and Emergency Management and Response Team will be with you to assist as you prepare for and possibly respond to hurricanes and other disasters.

#### 3.1.B EVENT DRIVEN ACTIVITIES

Well before a weather system is upgraded to a hurricane, your Emergency Management and Response Team will track the weather event and analyze the potential track of the storm.

**Coordinate Project Start-Up (Upon receipt of Notice-to-Proceed).** If it appears the City will be impacted by approaching storm, the Project Manager will initiate project start-up and mobilization of resources to respond to your debris monitoring needs. Activities will include collaborating with your hauling contractors, FEMA, and the State of Texas, and begin developing an Incident Action Plan.

**Facilitate Quality Assurance Program.** As a standard component of our project management, we will implement a quality assurance program to ensure contract compliance and maintain performance standards and goals.

**Event Mobilization (Upon receipt of Notice-to-Proceed).** Our Emergency Management and Response Team, along with a minimum of 50% of the required resources, are deployed in advance of a weather system making landfall. We will shelter in place near the City and will make every effort to



meet with City staff within 24 hours post impact. Once engaged with the City, we will be 100%, fully operational with 48 hours.

**Assess and Estimate Debris Quantities (8 – 48 hours Post Impact).** The Witt O'Brien's Project Manager will coordinate with you and your debris removal contractor to tour the affected area, document damages, estimate debris quantities, estimate removal costs, and identify hazardous and dangerous debris for immediate removal.

**Facilitate Health and Safety (Within 48 hours (continued as needed)).** We will initiate a Health and Safety awareness and compliance program to ensure personnel are equipped with proper personal protection equipment and operating safely.

**Measure and Certify Hauling Vehicles (Within 48 hours (continued as needed)).** We will measure capacity, mark, certify, log, and photograph collection vehicles, and periodically audit measurements for assurance against placard tampering.

**Hire and Train Monitors (Within 48 hours (continued as needed)).** The Emergency Management and Response team will recruit, screen, hire, and train City area residents for monitoring duties.

**Manage Data, Records and Reporting (Within 48 hours (continued as needed)).** The Emergency Management and Response team will collect and manage data, conduct daily reporting, and manage records (e.g., collection, scanning, storage).

**Establish TDSR Site(s) (48 – 72 hours).** The Witt O'Brien's Project Manager will inspect locations, document conditions and develop a safety report, secure regulatory permits, and coordinate set-up with contractors. Additionally, the Emergency Management and Response Team will staff each TDSRS with an experienced debris monitor for assessing load volumes, inspecting debris, and ensuring debris types are kept separate (for proper quantification throughout all phases of the project).

**Conduct Clearance Monitoring (Within 72 hours of initiation).** The Emergency Management and Response Team will prioritize roads, facilities, and areas for initial debris clearance. The team will document labor and materials as well as force account expenses. Any debris monitoring activities related to the Federal Aid System roads will be tracked and costs will be maintained separately (for FHWA ER program).

**Dispatch Load Site Monitors (48 – 72 hours).** The Operation Manager and Field Supervisors will pair monitors with hauling crews and dispatch to debris collection locations.

**Deploy Field Supervisors (48 – 72 hours).** The Operations Manager will deploy experienced Field Supervisors to oversee monitoring activities and ensure quality services (at a Maximum ratio of 1:7).

**Coordinate Special Debris Load Site Monitors (48 – 72 hours).** The Operations Manager will deploy roving monitors to locate, document, and map special debris (i.e., hazardous, stumps, leaning trees, white goods, etc.), and report on ineligible debris and contractor-caused damages.

**Reconcile Hauler Invoices (Within 72 hours of receiving invoices).** The Data Manager will review and reconcile hauler invoices against our independently maintained database for accuracy and will provide written discrepancy reports and payment approvals to the City. This is accomplished using Witt O'Brien's proprietary ADMS, **DebrisPro™**, which utilizes an internal reconciliation tool that will reconcile each of the DRC's invoices and back-up documentation against our database of debris quantities and project costs. We ensure that all costs presented on the invoices conform to the removal contract's scope of work, unit prices, performance parameters, and timelines.



We inspect and audit invoice documentation to ensure that it reconciles with our own database for the specified period and work. Any discrepancies will be brought to the City's attention immediately in an Invoice Discrepancy Report. If there are no discrepancies in the invoice, a payment approval letter will be issued that outlines the outstanding fees, provides a target payment date, explains all adjustments and corrections, and includes a complete summary of our records to support the invoiced amounts.

On a regular schedule agreed by the City, Witt O'Brien's will reconcile all debris removal contractor invoices within a timely manner (producing a reconciliation report within 2 days of receiving the invoice). Once invoices are completely reconciled with our own database, we will issue a Letter of Recommendation for Payment outlining the invoice and comparing it to our own data to ensure that the City of Pompano Beach is only paying for documented work.

**Coordinate Final Pass (Final weeks of debris collection operations).** During the final weeks of debris collection, the Operations Manager will ensure complete debris removal by the DRC. At that time, we will publish last pass schedules and deploy monitors to confirm clearance of all roadways and/or document any remnants. From this data, your GIS Specialist will create a web-based map using ArcGIS depicting locations of the remaining debris, along with locations of ineligible debris. Once all eligible debris has been removed, you will receive written confirmation of debris removal completion.

**Facilitate Mulch and Processed Debris Haul-out Monitoring.** Whenever the DRC is using a TDSRS, the Witt O'Brien's team will monitor and document the haul out of processed debris from the site. We will confirm final disposition of debris and the associated records.

**Close Out the TDSRS (Following Haul Out).** Your Emergency Management and Response team will document and confirm removal of all debris, equipment, and materials from the TDSRS. We will document site restoration labor and expenses and confirm compliance with environmental regulations.

**After Action Report (Within 30 days Completion).** Following completion of the project, your Project Manager will prepare a report detailing project specifics, highlights, data, lessons learned, and recommendations for next event. The Project Manager will also deliver the City digital and hard copy of all project records.

**Facilitate FWA Emergency Relief Program Monitoring (Upon Request).** If requested, Witt O'Brien's will monitor FWA eligible debris removal.

**Facilitate Monitoring for Special Debris Programs (Upon Request).** Upon request, we will deploy specially trained and equipped monitors to document (with photos and GPS) the proper removal of special debris types (i.e., stumps, hanging limbs, leaning trees, hazardous waste, white goods, etc.).

**Support Public Information Efforts (Upon Request).** Upon request, our Team will provide pamphlets, example service announcements, and instruction etc. for your residents.

**24/7 Debris Hotline (Upon Request).** If requested, our Team will establish and manage a 24/7 hotline to answer your resident's questions and field complaints. The call center will also disseminate information about removal program requirements and timelines. (Hotline services require a SoW addendum / work order.)

### 3.2 DEBRIS ESTIMATE METHODOLOGY

We run debris forecast models to design an effective staffing and mobilization plan around the "worst case scenario." To develop the forecasts, Witt O'Brien's uses two methodologies simultaneously, as described below.

To determine estimated debris quantities, Witt O'Brien's uses the **US Army Corps of Engineers (USACE) Debris Estimating Model**. The USACE developed this model based on debris generated by Hurricanes Frederic, Hugo, and Andrew. The model contemplates the number of households in an urban/suburban area, as well as the category of storm, vegetative characteristics, commercial density, and precipitation and is accurate within +/- 30% for Hurricane events.

## HAZUS®MH



Witt O'Brien's also uses FEMA's **HAZUS®MH**, the nationally applicable software program that estimates potential building and infrastructure losses from hurricanes, riverine and coastal floods, and hurricane winds. **HAZUS®MH** loss estimates reflect state-of-the-art scientific and engineering knowledge and can be used to inform decision-making at all levels of government by providing a reasonable basis for developing mitigation, emergency preparedness, and response and recovery plans and policies. **HAZUS®MH** uses geographic information system software (ArcGIS) to map and display hazard data, the results of damage and economic loss analyses, and potential effects on area

populations. **HAZUS®MH** analyses also can be run in real time to support response and recovery actions following a disaster event.

### 3.3 ANALYSIS OF DEBRIS RECOVERY OPERATIONS AND MANAGEMENT OF THE DRCS

On a regular schedule agreed by the City, Witt O'Brien's will reconcile all debris removal contractor invoices within a timely manner (producing a reconciliation report within 2 days of receiving the invoice). Once invoices are completely reconciled with our own database, we will issue a Letter of Recommendation for Payment outlining the invoice and comparing it to our own data to ensure that the City of Pompano Beach is only paying for documented work.

### 3.4 BILLING/INVOICES REPORTING PROCEDURES TO FEMA AND THE CITY OF POMPANO BEACH

Our automated debris management system (ADMS), **DebrisPro™**, is a robust tool that allows us to generate custom forms for collecting data during debris removal efforts. Our typical collection forms provide entries for all FEMA-required information, but additional fields can be added to meet the needs of the City of Pompano Beach. **DebrisPro™** not only provides useful documentation and reporting systems that assist with closeout and audit processes, but also enables reporting techniques that will be useful to City staff daily. For example, we can generate visual reports on any collected data sets to provide situational awareness of the debris operation. Reconciliation tools allow our staff to upload contractor invoices for automated reconciliation against our database of ticket information.

At the close of the project, we will provide the City of Pompano Beach with both electronic and hard copy of all required documentation to submit for reimbursement from FEMA. If the City requests earlier in the project, we will compile the required documentation for period seeking reimbursement.



### 3.5 DISASTER DEBRIS MONITORING SERVICES

Unlike other firms that might have a single division working in emergency and crisis management, Witt O'Brien's is fully dedicated to developing innovative solutions to help governments, communities, and businesses to **Control the Outcome®** of emergencies and crises. We are staffed by top experts in preparedness, crisis management, and disaster response and recovery operations. While we are small and nimble enough to respond quickly to our clients' needs, we also possess the depth of resources, experience, and expertise necessary to produce high-quality, reliable work. In addition to our record of success in debris monitoring, federal grant management, long-term recovery, and hazard mitigation, we constantly receive praise from our clients for our ability to mitigate risk under tight project schedules, follow federal and state regulations for contract management, and manage large numbers of personnel.

*Witt O'Brien's provides exceptionally responsive service before, during, and after storm events. They very quickly set up operations following Hurricane Matthew having already certified contractor vehicles in the early post storm interval. Witt O'Brien's has my highest unqualified recommendation for debris monitoring and oversight services. Given their breadth of expertise, depth of experience, proven track record, professionalism, and the quality of their people, Witt O'Brien's would always be my service provider.*

**Gene Prevatt, Sanitation Director  
Savannah, Georgia**

Witt O'Brien's is a leader in supporting state and local governments with their debris monitoring needs. We have provided strategic policy advice, established debris management operations plans, coordinated debris removal, and identification of staffing and monitoring needs. Since 2004, we have **completed 118 debris monitoring projects, totaling more than 50 million CY in debris removed.** Currently, our firm has approximately 60 active, ongoing debris monitoring contracts, all of which involve cooperation and collaboration with FEMA, statewide emergency and environmental agencies, and local governments.

#### 3.5.A COORDINATING DAILY BRIEFINGS, WORK PROGRESS, STAFFING, AND OTHER KEY ITEMS

During active debris removal operations, the project manager (PM) will conduct and/or attend daily meetings with the City, appointed officials, Debris Removal Contractor (DRC) management, and operational staff. These meetings will be used to coordinate scheduling, confirm progress, resolve any ongoing issues, discuss any potential risks or issues that may affect work, and make any required adjustments to improve the effectiveness of debris removal and disposal operations. As an important part of monitoring the DRC's daily operations, Witt O'Brien's will provide status reports during these meetings, both verbally and by providing updated data spreadsheets and .PDF reports.

Daily reports provided to the City will contain the following data/informational updates:

- Daily and running summaries of the quantities and types of debris collected
- Operation times of all debris loading trucks and debris management sites
- The number of trucks operating daily
- The number of Witt O'Brien's debris monitors working daily
- Progress by area or zone and estimates of remaining debris
- Maps of all streets and other locations where debris was collected during the day (provided electronically via GIS Map (ESRI ArcGIS))



- Amounts of reduced debris removed from temporary sites and hauled to final disposal by cubic yard (CY)
- Reviews of the work performed by the DRC

### **3.5.B SELECTION AND PERMITTING OF TDSRS LOCATIONS AND ANY OTHER PERMITTING/REGULATORY ISSUES**

Witt O'Brien's would assist with pre-event selection or review of existing Temporary Debris Storage and Reduction Sites (TDSRS) suitable to handle the quantities and types of debris forecast during the planning session. Our team would work with the City and/or its hauling vendor of record, as well as Broward County staff to review potential sites, consult on site selection criteria and issues, assist with the acquisition of all necessary environmental and other State, Federal or Local permits, make sight visits to photograph and inspect potential properties and produce a summary report with recommendations.

### **3.5.C SCHEDULING WORK FOR ALL TEAM MEMBERS AND CONTRACTORS ON A DAILY BASIS**

In our experience, debris removal operations proceed most smoothly when there are open and transparent communications between the DRC, the monitoring firm, and the client. During active debris operations, the PM will conduct and/or attend daily meetings with the City, DRC management, and operational staff to coordinate scheduling, confirm progress, resolve any ongoing issues, and discuss any potential risks or issues that may affect work. The Operations Manager will be responsible for scheduling monitors and DRC equipment/personnel and creating staffing reports.

*In a client questionnaire conducted after a winter storm debris monitoring project, both Columbia County, GA and New Hanover County, NC rated Witt O'Brien's 10/10 in:*

- *Ability to manage project costs*
- *Ability to maintain project schedule*
- *Quality of work*
- *Quality of consultative advice provided*
- *Professionalism*
- *Ability to manage risk and unexpected project circumstances*

### **3.5.D HIRING, SCHEDULING, AND MANAGING FIELD STAFF.**

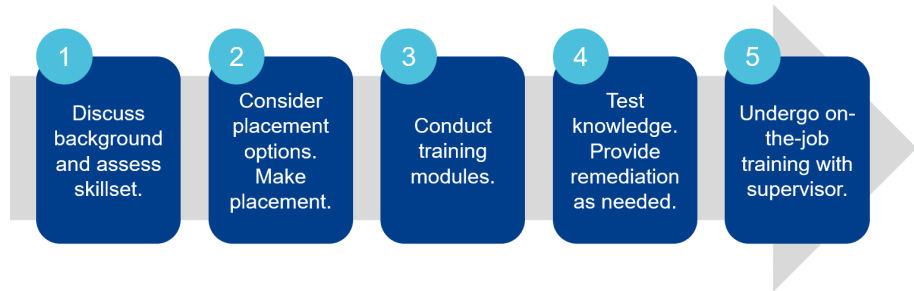
Witt O'Brien's responsibility to its disaster-affected clients goes beyond project management. We understand that disasters impose economic hardships on communities. Therefore, in addition to our own full-time and contract or on-call employees, we are committed to hiring additional local personnel on our projects and using small disadvantaged businesses, as needed, to extend employment opportunities to the community.

We mobilize for projects quickly and efficiently with qualified individuals. Our management will activate Witt O'Brien's' standard procedures for broadcasting job announcements (via radio, internet, newspapers, unemployment offices, college job boards, local veteran hiring initiatives, and churches). We also will consult with you to determine if any recently retired or laid-off government employees - from the Solid Waste, Public Works, Parks and Recreation, Police or Fire Departments – might be available to assist with the recovery effort. In addition to our own Human Resources (HR) department, we work with multiple staffing vendors across the country who provide recruiting services and employee onboarding, as needed.

Once personnel are hired, we work with them to ensure content knowledge and understanding before assigning them to field operations. Staff undergo rigorous training through a Witt O'Brien's-developed interactive, cloud-based training module. Our comprehensive training program for newly-hired debris monitors consists of an intensive four-hour training and orientation session through an interactive, cloud-based training platform as well as hands-on field training conducted by a field supervisor or

supervisor monitor. The course is designed to emphasize safety considerations, FEMA eligibility guidelines, job duties and responsibilities, load ticket management, and standard procedures for debris monitoring. New monitors are also trained in the use of handheld automated ticketing units (tablets) and are supplied with reference materials and maps of their work zones.

Our modular training sessions teach new staff their tasks, eligibility requirements, and proper documentation techniques, and then tests them on their knowledge comprehension and retention. Each module ends with a test that must be passed before moving on to the next training level. Training can be



*Witt O'Brien's Training Methods*

completed at any time, allowing monitors to fulfill multiple roles when needed.

Once trained, monitors are then closely supervised on the job, debriefed at the beginning and end of each day, and held to our high standards of performance and conduct. Witt O'Brien's will deploy experienced and trained field supervisors to oversee monitoring activities and implement a quality assurance program at debris sites at a ratio of 1:7. We follow the National Incident Management System (NIMS) Incident Command System (ICS) guidance, which advises that people in leadership positions maintain a "manageable span of control" regarding the number of direct reports. Reports generated by field staff (and reviewed by the operations manager), and field observations made by our management staff will be used to provide feedback regarding operational efficiencies and suggested paths forward by our PM.

We carefully screen our monitoring staff with background checks and drug tests. Witt O'Brien's also regularly uses E-Verify to screen potential employees and we impose a strict "zero tolerance" policy for drug usage, safety violations, foul language, or disrespectful behavior that may reflect negatively on our client or our firm. Any field staff can be dismissed from the project at any time for violating these policies.

It is the responsibility of the Operations Manager, in consultation with the PM, to generate staffing reports and daily schedules for supervisors and field monitors. Monitors report directly to field supervisors, who work closely with the Operations Manager to ensure smooth operations across multiple debris management sites.

### **3.5.E MONITORING RECOVERY CONTRACTOR OPERATIONS AND MAKING/IMPLEMENTING RECOMMENDATIONS TO IMPROVE EFFICIENCY AND SPEED UP RECOVERY WORK.**

Witt O'Brien's highly trained staff will observe, document, and direct activities of the DRC, and will work with the City to coordinate work assignments for the DRC. Assigned tasks will include confirming that all eligible debris is disposed of in a manner and at a site that conforms to federal, state, and other regulatory guidelines; inspecting loads of debris entering or leaving the site; issuing load tickets to each truck; and maintaining logs of ticket numbers and volumes. At the conclusion of the project, we will provide all documentation of debris clearance, removal, management, reduction, disposal, and monitoring costs sufficient to fully and accurately support federal grant program claims.



Witt O'Brien's is committed to customer service and project success. At the core of our project management approach is a proven system for ensuring that our staff are performing at optimal levels and meeting our high standards. The accurate completion of load tickets is perhaps the most important element of our quality control program.

To provide the City with recommendations to improve efficiency, we will regularly analyze collection quantity data against project goals to determine where additional removal equipment may be required to meet deadlines or how additional debris management site locations might improve output. When removal operation forecasting shows that completion will take longer than established deadlines, we will evaluate the available equipment and personnel onsite to determine how to best increase the daily collection rate and turnaround times. Efficiency procedures often include increasing equipment numbers, adding additional debris site locations, and establishing new removal route schedules around traffic patterns.

### **3.5.F ASSISTING THE CITY WITH RESPONDING TO PUBLIC CONCERNS AND COMMENTS.**

We understand the vital importance of keeping the public informed throughout the duration of a major debris removal project. Therefore, we will coordinate with the City to implement a public information plan for businesses and residents. We can develop timely and informative public announcements, brochures or pamphlets, online campaigns, or in-person town halls and meetings about project progress, safety considerations, hazardous waste handling, collection schedules, and methods of sorting and separating debris to increase collection and disposal efficiencies. We can assist the City's efforts to efficiently disperse information to any target audience, such as the community and public, local businesses, the media, elected officials, police and fire personnel, field staff, contractors, and federal authorities. We will make staff available to the City to distribute and disperse public information on the debris project and can deploy our field monitoring staff to disseminate informative flyers to residents.

In addition to the resources we provide for creating and managing public information campaigns, we also frequently provide our debris clients with access to a 24-hour emergency call center. We will assign a dedicated number for Pompano Beach residents that they can call for information and up-to-the-minute updates, or to report debris in their neighborhood or on their property. This also helps us to be more responsive to the community and ensure we are efficiently collecting debris from the most high-priority areas.

### **3.5.G. CERTIFYING CONTRACTOR VEHICLES FOR DEBRIS REMOVAL USING METHODOLOGY AND DOCUMENTATION PRACTICES APPROPRIATE FOR CONTRACT MONITORING.**

Witt O'Brien's follows the most recent FEMA standards and recommendations for calculating the capacity of debris removal trucks and will initiate the truck measurement and certification process in coordination with the DRC to accurately measure the volumetric capacity of each truck upon its arrival at the disaster scene.

We will provide truck placards and forms in order to inspect and certify hauling trucks. Original forms, signed by an appointed truck certification monitor, with photographs of each truck showing its placard, will be provided to the City along with electronic copies. During the truck certification process, we will record information for each truck and/or piece of equipment used to transport and remove debris, including: the make and model; license plate number; DRC equipment number; and its maximum volume in CY. The measured volume of the load bed will be displayed on a placard attached to the driver's side of the equipment or vehicle.



Supervisors will periodically spot check and re-certify trucks during the debris management process to deter and detect any fraudulent alteration of truck capacities or placards. In addition, we will make this information easily searchable; it can be accessed or verified through our electronic debris management system, **DebrisPro™**.

### 3.5.H. ENTERING LOAD TICKETS INTO A DATABASE APPLICATION.

Our electronic debris management solution, **DebrisPro™**, is a securely hosted, multi-device supported, web-enabled system that allows for the electronic tracking and collection of data in the field, while still permitting us to print paper load tickets for truck drivers. Data will be captured on each debris load, and every truck driver will be given a load ticket to validate where material originated, its estimated quantity, and other key data. Truck drivers will be provided with a copy of the load ticket for their records. This process, and the use of this technology, provides a robust QA/QC check for all documentation. Data is stored on multiple redundant servers to ensure data security, and information can be provided to the City in both paper and electronic format. We currently have over 300 electronic devices on-hand and can acquire additional devices quickly to meet any additional operational demands that may arise.

We record and track all relevant information on load tickets to ensure thorough documentation for all cost recovery activities. Through **DebrisPro™**, we typically document the following information:

- Prime contractor name
- City contract/disaster number
- Load ticket number
- Subcontractor name (if applicable)
- Truck driver name
- Date & time of pick-up
- Date & time of delivery
- Pick-up location
- Loading zone number
- Debris clearing cycle (push, first pass, second pass, third pass, etc.)
- Truck ID number & capacity
- Total cubic yards picked up
- Debris classification (vegetative, white goods, C&D, mulch, limb, stump, household hazardous waste, etc.)
- Delivery site
- Load monitor printed name & signature
- Dump monitor printed name & signature
- GPS coordinates

### 3.5.I. DIGITIZATION OF SOURCE DOCUMENTATION (SUCH AS LOAD TICKETS).

Witt O'Brien's uses **DebrisPro™** to digitally capture and record all source documentation requirements. To ensure that information is not reported, entered, or stored incorrectly, we implement best practices for data documentation. These include:

1. Record templates that include all required information fields.
2. Records are legible, permanent, and accurately reflect the actual event, condition, or activity.
3. Each record entry is made by the responsible person at the time the specific event occurred.
4. Completed records are signed and dated by the responsible person.
5. For numerical data, the unit of measure is indicated.
6. Paper documents that are also entered into an electronic database for safekeeping and ease of analysis.

To ease the burden of filling out all paperwork near project closeout, we typically assign a project analyst or data manager to perform periodic internal inspections on our documentation and data management practices during the project. His/her goal is to ensure full compliance with City requirements, Witt O'Brien's standards, and federal reimbursement guidelines. If needed, s/he will intervene to provide corrective actions for identified deficiencies.

*All loads of debris entering or exiting debris management sites will be documented with properly prepared load tickets. As part of their training, field monitors and supervisors are clearly informed that by signing load tickets, they are certifying that (1) the information on the ticket is accurate and complete, and (2) the information will be used by the client to apply for reimbursement from the state, FEMA, or other agencies.*

If the City prefers, Witt O'Brien's is also proficient with the use of the standard paper load ticketing system. Paper load tickets serve as the basis for payment for the removal contractors and are carefully handled and managed by field monitors and supervisors. Load tickets document and certify the loading location of the debris, its eligibility under FEMA guidelines, and its type and quantity. Our field supervisors manage quality control over the proper completion of the load tickets with all required information and ensure that tickets are organized, secured, sorted, recorded, compiled, and distributed daily. Paper load tickets are then entered into **DebrisPro™** to generate reports and reconcile hauling contractor invoices. Each ticket, field log, and timesheet is digitized through **DebrisPro™** to decrease the number of paper documents, decrease file sizes, and make all documents searchable.

### **3.5.J. DEVELOPING DAILY OPERATIONAL REPORTS TO KEEP THE CITY INFORMED OF WORK PROGRESS.**

Daily detailed summaries of the previous day's debris removal activities and data are provided to the City's Debris Manager the following morning. These reports will contain, at a minimum, the following information:

1. Daily and running summaries of the quantities and types of debris collected
2. Operation times of all debris loading trucks and debris management sites
3. The number of trucks operating daily
4. The number of Witt O'Brien's staff working daily
5. Progress by area or zone and estimates of remaining debris
6. Amounts of reduced debris removed from temporary sites and hauled to final disposal

### **3.5.K. DEVELOPMENT OF MAPS, GIS APPLICATIONS, ETC. AS NECESSARY.**

Our GIS collector app generates an automatic link of GPS and GIS data and photos to each load, tree stump, hanging limb, leaning tree, appliance, or other type of debris requiring validation for reimbursement. With this data, our monitors and field supervisors can map out debris locations, locate "hot spots" for immediate collection, mark ineligible debris piles, and track progress for pass completions and debris removal zone closures. The app can also be programmed to automatically update a linked GIS map, which the City can access. This information can be used by the government's debris management staff to track progress and provide updates to the media, elected officials, and the public, or to approach FEMA about eligibility and/or reimbursement issues.



## 3.6 EMERGENCY MANAGEMENT PLANNING AND TRAINING

### 3.6.A. COMPREHENSIVE EMERGENCY MANAGEMENT PLANS (E.G., COOP, EOP) TO INCLUDE PLAN DEVELOPMENT; REVIEW, AND REVISIONS.

Many companies offer emergency management and public safety services, but few can draw upon extensive field experience working for governors, mayors, universities, utilities, and corporations to plan for and respond to the largest disasters in US history. Our clients benefit from those real-world experiences as we integrate lessons learned and best practices with their existing efforts and capabilities.

Collectively, Witt O'Brien's personnel have decades of experience in emergency management planning and program development and are intimately familiar with all aspects and phases of emergency management. In partnership with our clients, we produce succinct, clear, actionable plans that guide organizations toward demonstrable community resilience.

Witt O'Brien's will assist the City in preparing for various scenarios through a custom-designed program of planning, training, and exercises. Drawing upon extensive real-life experience in actual crisis and emergency response management, we develop plans, plan annexes, job aids, checklists and operating procedures that are tailored to the City's circumstances and situation. We specialize in the integration of public and private sector players in our plans, which can benefit the City's ability to respond quickly and efficiently to the situations while providing for the continuity of its own critical functions that are required to fulfill the City's essential mission to the residents of Pompano Beach.

Our team will employ the following proven approach in developing comprehensive emergency management plans and annexes.

#### Comprehensive Emergency Management Planning

The foundation for any entity's emergency management program is its emergency plan. The plan sets the policy and process by which an organization, jurisdiction, or community's people, resources, and capabilities are leveraged to prepare for, respond to, and recover from an incident of critical significance. A properly developed and maintained Comprehensive Emergency Management Plan (CEMP) can save lives, time, money, and promote a smooth transition to recovery. It can also provide the foundational steps for community-wide resiliency through all phases of an emergency.

Our team of planners ensures that all deliverables are aligned with the latest state and federal guidance and best practices including: National Planning Frameworks, National Incident Management System (NIMS), CPG 101, NFPA 1600, and Emergency Management Accreditation Program Standards, as well as cover all mission areas defined in the National Preparedness Goal.

Key emergency management planning services:

- Define current capabilities including personnel, equipment, facilities, and other resources available;
- Identify target capabilities and determine the gaps from the current capabilities;
- Design steps to address capabilities and capability gaps during response and recovery activities;
- Develop a Concept of Operations (CONOPS) that includes assignment of responsibilities for the various emergency management lead and support organizations;
- Create job aids that support the roles and responsibilities in the Emergency Operations Center; and



- Craft specific addendums that may include functional annexes, and hazard, threat, or incident- specific annexes that are appropriate to the City and applicable agencies.

Witt O'Brien's takes an all-hazards approach to our work, while specifically addressing the unique natural, technological, threat-based, and public health hazards facing our clients. We coordinate with the numerous entities involved in preparedness, response, and recovery, while adequately identifying and prioritizing the hazards, critical infrastructure, and vulnerabilities of the jurisdiction. We then develop both short- and long-term actionable solutions the prevention, preparedness, mitigation, response, and recovery that positively impacts whole community.

Our team provides:

- Deep local knowledge and experience in South Florida
- Full understanding of best-practice planning processes and FDEM, FEMA, and EMAP guidance, standards, and requirements
- Experience and expertise in emergency management planning and implementation, training, and exercises
- Fundamental engagement with emergency management planning and practice
- Superior technical expertise in risk analysis and the related planning considerations
- Extensive project management capabilities

### Planning Support

We will support the City's long-term planning efforts—either before or after a disaster occurs—better positioning the City of Pompano Beach to restore communities and maximize the recovery process by building back stronger, safer, and smarter than ever before.

Being prepared for a disaster means more than being ready to respond. It involves having a plan, identifying priorities, working with local champions, engaging stakeholders, and establishing a management construct for implementation of a rapid and effective response and recovery efforts. It also requires setting expectations such as identifying government and business support partners, linking key plan components to potential funding sources, and establishing reasonable response and recovery timelines.

What differentiates us from other service providers is our ability to link our plan products with proven implementation experience. Witt O'Brien's has supported communities with disaster response and recovery efforts associated with nearly every significant disaster in the United States. This experience brings practical, real-world understanding to your City's comprehensive emergency planning efforts, making them more effective.

Key planning support services include:

- Completion of a community risk profile, to both identify and assess the risk to broad-based community functions and services;
- Evaluation of actual or projected disaster impacts across broad community sectors (e.g., housing, infrastructure, economy);
- Identification of key stakeholders for planning and implementation efforts;
- Community education, outreach, and media affairs;
- Recommendation of an effective response and recovery planning organization and processes;



- Facilitation of the identification of priority response and recovery functions; and
- Interagency coordination services

### Our Planning Process

**Data Analysis:** We review the City's existing documentation, plans, policies, and procedures, collected as part of the project initiation. The result of this data analysis provides a foundation to lead working group and individual discussions. The data analysis typically indicates some area of focus based on current gaps in the planning; in turn, we determine how gaps in data can be resolved, and gaps in planning procedures can be remedied. The data analysis will be used as part of our state-of-preparedness discussion in the project initiation meeting.

**Project Initiation Meeting:** We will host a workshop-style meeting with City leadership and key representatives of the team. Anyone who will provide input during the plan development process or will need to make major decisions in an actual event will be invited to this meeting. The meeting will serve to bring all leadership up to date with the current state of preparedness and ensure clarity as to the emergency procedures in place if a disaster would occur that day. Our goal is to set a strategic vision for the enhanced level of preparedness for the project, and clearly delineate the currently understood shortfalls.

**Working Template Development:** Based on the findings of the initiation meeting and the vision of the City's preparedness team, our team will develop a series of read-ahead working templates for City representatives to consider. When we conduct stakeholder meetings, all staff will have had opportunity to consider their departments or function's role beforehand, greatly increasing the meetings efficiency.

**Whole Community / Stakeholder Working Sessions:** We will prepare for and conduct interviews/working sessions with key stakeholders from the various departments within the City, along with any subject matter experts identified during the project initiation. Our experience has shown that staff members already have keen insights into response, recovery, and continuity solutions, but just need the opportunity to clarify their understandings and ideas, and see how they might align with an overall emergency program and system. As needed, we will also meet with local business and civic associations, groups, and volunteer organizations such that the plan accurately addresses the needs of the whole community.

**Plan Development:** Planning services include working with subject matter expert focus groups, typically representing the departments or divisions that have responsibility for various emergency functions and responsibility for business functions within the City. Our intention is to develop custom planning tools that meet the challenges of the City. The services include a full array of planning tools, including strategic, operational, and tactical plans. All plans are developed in accordance with, and where necessary, in compliance with all relevant FEMA and industry-based guidance and best practices (i.e. CPG 101 v2, National Preparedness Goals, the National Planning Frameworks, EMAP, etc.). Our plans will incorporate the best practices and City-specific procedures we discover during our stakeholder meetings. A draft plan will be provided to the City for review by all stakeholders, including leadership, coordination team, and function leaders.

**Final Plan Development:** Witt O'Brien's will provide the City a final draft for review and comment. Once all comments and edits are received and addressed, the Witt O'Brien's planning team will consider the Comprehensive Emergency Management Plan (or other subsequent plans and annexes)



as Draft Final, and ready to be exercised. Exercising the draft plan ensures participant familiarity but also identifies inconsistencies or unanticipated gaps in the plan. Suggestions for improvement or additions to the plan that are discovered during exercises will be incorporated into the Draft Final plan. Our closing effort in the project will be to provide one final Comprehensive Emergency Management Plan that reflects all data mining and analysis, planning meetings, trainings, and exercise findings from this project, representing the City's efforts in one complete round of the emergency management cycle.

### **3.6.B COMPREHENSIVE MITIGATION PROGRAMS TO INCLUDE DEVELOPMENT OF MITIGATION PLAN(S), STAFF TRAINING, COST BENEFIT ANALYSIS, PROJECT MANAGEMENT, ENVIRONMENTAL REVIEW AND STAFF AUGMENTATION.**

Witt O'Brien's employs experienced professionals that are experts in multi-hazard mitigation planning and recovery. We have written Hazard Mitigation Plans (HMPs) for state and local governments across the country and we have worked with all 10 FEMA Regional Offices, including Tennessee's Region IV. In total, we have written **39 local and 8 state HMPS**, many of which have been multi-jurisdictional plans. We are familiar with the regulations and requirements guiding HMPs including the Disaster Mitigation Act of 2000 (DMA 2000); 44 Code of Federal Regulations, part 201.6; FEMA's *State and Local Mitigation Planning How-To Guides* (the 386 series), as well as applicable state regulations, policies, and practices. In particular, Section 322 of the DMA 2000 places a strong emphasis on pre-disaster, all-hazard mitigation planning.

As part of providing a comprehensive mitigation program, our team will consider the benefits that would result from a mitigation action versus the cost. This assessment will help us, with insight from the City, evaluate whether the costs of the action are reasonable compared to the likely benefits, either quantitative (e.g., losses avoided, infrastructure protected, population protected) or qualitative (protection of ecosystems, quality of life). It will also be key to establish a plan and schedule for implementing the plan and all mitigation actions prescribed in the plan. To assist the City with prioritizing next steps, we will initiate staff trainings; and develop a matrix to delineate how actions should be put in place, funded, and maintained.

### **3.6.C. DEVELOPMENT OF A DEBRIS MANAGEMENT PLAN -INCLUDING IDENTIFICATION OF AN ADEQUATE NUMBER OF TDSRS LOCATIONS. STAFF TRAINING AS NECESSARY.**

It is our view that in order for a debris management plan to be effective, it must:

1. Incorporate best practices in debris management and removal;
2. Be tailored to the unique needs of a city or county and the specific disaster/event;
3. Follow any preexisting laws, regulations, or other criteria provided by state or federal agencies.

When the debris management plan adheres to these three standards, it is more likely that the city or county can fully leverage all available funding or other assistance. In addition, our PM, Operations Manager, and Project Principal will all have an opportunity to provide their insights and knowledge during the planning process, sharing their expertise and industry best practices.

Witt O'Brien's has experience developing both debris management plans as well as debris management action plans, which are operational in nature and immediately implemented after disaster strikes. We will develop a debris management action plan as part of our debris monitoring services for the City. The action plan will be developed by first identifying any relevant or existing plans, after-action reviews, or policies for review, and key stakeholders who should be part of this process. Ideally, stakeholders will be representative of various agencies and organizations that will be involved in debris monitoring or management. In our experience, these departments or agencies typically include the



Department of Public Safety, Department of Public Works, Department of Solid Waste, and the Department of Parks and Recreation. This group (the City Debris Management Workgroup) will help develop the plan, provide input, lend their expertise for completion of various aspects of the plan (e.g., legal, environmental, financial, etc.) and approve the final plan.

#### Workgroup Objectives

- Discuss relevant debris management and disaster recovery roles and responsibilities for City departments
- Discuss relevant debris management and disaster recovery roles and responsibilities for State and federal agencies (to support the City of Pompano Beach and administer disaster recovery grants)
- Discuss and identify all external entities that may have roles in debris operations
- Discuss impact areas, preliminary damage assessments, and span of control
- Develop a draft and final version of the debris management plan

Following development of the initial draft of the plan, we will schedule a meeting with required department heads, as we recognize that this is a busy time for the City and County, mayors, and other officials. In our experience, it is most valuable for us to meet with any appointed debris manager(s), department head(s) or deputies, and the debris removal contractor(s). The plan will be developed in a working session with discussion and ideas from all present parties. If time allows, we will offer an opportunity for all parties and involved stakeholders to discuss a draft version, and we will revise the draft to produce a final version. ***However, development of the plan should not (and will not) delay the debris removal process. Design of the plan will begin during emergency road clearance (72- hour first push) and will be ready to initiate with priority zones by completion of first push.***

As an additional service to the City, we are also able to draft a FEMA-compliant debris management plan. The ability to launch an immediate response to debris collection and disposal is essential to a community's rapid recovery from a disaster. Debris planning allows communities to be better prepared to expedite debris operations, in addition to minimizing financial risks. Throughout the process of designing the debris management plan, our objectives will be to ensure that (1) the Plan is compliant with all FEMA and Tennessee Emergency Management Agency (TEMA) regulations and requirements; (2) that the plan meets the unique needs of the City; and (3) that the plan serves to prepare the City to effectively undertake major debris removal operations while maximizing federal/State reimbursement. The plan will incorporate national best practices and recent innovations.

#### 3.6.D. PROCUREMENT ASSISTANCE FOR DEBRIS REMOVAL CONTRACTORS AND OTHER SERVICES AS REQUESTED.

Witt O'Brien's is adept at reviewing purchasing documentation, policies, procedures, and existing contracts as well as assisting with review or development of yet to be procured services to ensure that all elements are compliant with state and Federal procurement standards. FEMA requires compliance with these elements in order for projects to be obligated and funded through its grant programs.

We will work closely with the City to secure contracts for debris removal contractors and for other services as needed, from the bid formulation process to advertisement to contract execution and activation. Our team will ensure that that all procurement actions undertaken by the City are compliant with all relevant regulations, particularly FEMA PDAT requirements.



**3.6.E. PROJECT MANAGEMENT TO INCLUDE THE FORMULATION AND MANAGEMENT OF PERMANENT WORK PROJECTS, TASK FORCE MANAGEMENT, AND CITY COMMISSIONS, BOARDS, AND PANELS.**

We will provide expert formulation services for all categories of emergency and permanent work, A through G. Our trained staff will work with the City to accurately capture and scope all eligible costs and work through final inspection, closeout, and financial audit. Through our effective experience supporting large-scale recovery efforts, we have worked with clients to successfully navigate and implement complex disaster recovery programs using a variety of funding sources. These experiences have also provided firsthand knowledge on how to develop and implement public assistance projects utilizing the Public Assistance Alternative Procedures Pilot Program for Permanent Work. Our federal disaster assistance includes project formulation services, the documentation and development of FEMA PWs, the development of Section 428 projects, and the identification, documentation and development of 404 and 406 mitigation projects.

FEMA defines eligible costs as costs that can be directly tied to the performance of eligible work. Eligible work falls under three categories:

Emergency Work	1. Debris Removal
	2. Emergency Protective Measures
Permanent Work	3. Permanent Restoration

Debris removal and emergency protective measures are considered “emergency work.” For emergency work, FEMA assistance may be granted through the state for emergency assistance. Permanent work includes restoring the facility back to its pre-disaster design, function, and capacity. For permanent work, funds may be provided to repair facilities back to their pre-disaster condition, replacement of in-kind facility under certain circumstances or to fund alternate or improved projects in order to benefit applicant initiatives and critical needs.

Eligible costs related to the three categories of work described above must meet three main standards or criteria:

- 1. Reasonable and necessary to accomplish the work;
- 2. Compliant with federal, state, and local requirements for competitive procurement; and,
- 3. Reduced by all applicable credits, such as anticipated insurance proceeds.

The ins and outs of eligibility and ineligibility can be difficult to follow. As an example, the Stafford Act prohibits applicants from receiving funding from two sources for the same work. Duplication of benefits most often occurs with insurance settlements. If a damaged facility is insured, FEMA must reduce the amount of any grant by insurance proceeds that the applicant anticipates or receives from the insurance company. It is essential to document all costs carefully, track all applications for funding, and ensure all requirements are followed at each step. Our cost recovery specialists perform this type of work daily. They are experts on the rules guiding eligibility, FEMA and state regulations, and updates to FEMA’s PA and Policy Guide. Most importantly, they understand how to apply this information to ensure that our clients maximize benefits received.

**3.6.F. TECHNICAL SUPPORT AND ASSISTANCE IN DEVELOPING PUBLIC INFORMATION.**

In an emergency, timely communication with your employees, stakeholders, investors, the media, and the public is crucial. You cannot afford to miss the first opportunity to communicate. Our key communications include vulnerability assessments, communications and crisis plans, crisis



management training and coaching, spokesperson and public engagement training, social media strategies, daily public affairs and issue management support, 24/7 media inquiry response coverage, and technology solutions.

We can assist with the development and distribution of information or educational materials that describe the specifics of disasters and grant programs detailing the responsibilities of the local government as well as local residents and businesses to ensure a rapid and efficient process. Effective ways of disseminating information to residents may include community meetings, handouts, a social media campaign, or mailers. Witt O'Brien's will work with the City to determine the best possible format, content, and language(s) that will meet the specific needs and cultural sensitivities of your community.

### **3.6.G. OTHER TRAINING AND ASSISTANCE AS REQUESTED BY THE CITY.**

Witt O'Brien's provides a range of disaster preparedness, response, and recovery services, including planning; debris monitoring; program review and assessment; after-action reporting; training and exercises. Our firm leads more than 125 training and exercise programs annually while also managing multiple emergency response operations for the nation's largest and most destructive disasters. We

*Since 2001, Witt O'Brien's has worked with the California State University system (23 campuses) to provide planning, training, and exercise support, which has included senior executive training and mitigation grant support. We have also worked closely with the California Governor's Office of Emergency Services (Cal OES) to update statewide Emergency Operations Center (EOC) guidelines and to support their application for a systemwide Hazard Mitigation Plan.*

recognize that a successful approach to training requires a unique recipe that includes not only

professional educators, but also includes experts who have on-the-ground experience and know how to

implement lessons learned and best practices. We believe that this distinct combination of individuals that can provide the most value to participants.

As requested by the City, we can provide training on a range of topics related to emergency management, disaster response, recovery, debris management, and debris removal. These trainings can be organized into an annual schedule as required and can be tailored for City general employees, management staff, and/or public officials.

### **3.6.H. OTHER REPORTS AND DATA AS REQUIRED BY THE COUNTY AND CITY.**

On the disaster debris operations side, in addition to providing daily status update reports with data, we can also provide additional written status and operational reports, as requested by the City. We have previously provided reports on an interim basis for our clients – after first push, second push, etc. We have also supplied final reports following completion of disaster response efforts to summarize data, costs, and other key metrics.

On the Public Assistance side, we are fully adept at utilizing both the State FloridaPA.org system as well as the FEMA Grants Portal to generate a variety of reports and statistics to present in a variety of ways reading project and funding status and issues.

### **3.6.I. OTHER EMERGENCY MANAGEMENT AND CONSULTING SERVICES IDENTIFIED AND REQUIRED BY THE CITY.**

Witt O'Brien's emergency management services span the entire organization. When our clients are faced with a crisis or disaster of any kind, our enterprise-wide approach to emergency management ensures that our clients are fully prepared, effectively respond, appropriately communicate, and fully recover.



**Prepare.** Preparation is the key to any organization's success. Witt O'Brien's offers a complete range of planning, mitigation, and prevention services to better prepare you before an emergency happens. Witt O'Brien's regulatory compliance experts provide comprehensive health, safety, environmental, and security regulatory consulting, planning, and program management services. These services range from on-call consulting to full-scale program development.

**Respond.** When it's time to act, don't simply react. No commercial organization responds to more events than Witt O'Brien's. We provide our clients with a full suite of services to help make their response to disasters and emergencies more efficient and effective. Our team of response experts can provide staff to augment existing organizations or provide turn-key response capability, depending on individual circumstances or needs.

**Recover.** Recovering from a disaster is never easy, but we will make it easier. Recovery is highly complex, often taking months or years to implement and taxing existing staffing and resources. Witt O'Brien's helps you and your stakeholders organize and plan for recovery. Our team of experts understands what can be expected from and leverage resources from government sources (federal, state, and local), NGOs, and the private sector to achieve results and maximize opportunities.

For long-term recovery projects, our team can assist you in coordinating the complex array of federal and state programs to address complex issues such as housing restoration, business and economic redevelopment, infrastructure, social services, risk reduction, communications, and public involvement challenges. And we can draw upon our team's expertise to help you design and implement innovative recovery programs to meet your needs.

## 3.7 PUBLIC ASSISTANCE CONSULTING SERVICES

### 3.7.A. IDENTIFICATION OF ELIGIBLE EMERGENCY AND PERMANENT WORK (CATEGORY A-G)

Witt O'Brien's will engage the City and federal agencies to determine eligible work. Our team's knowledge of and experience working with these varied programs has proven extremely valuable for our clients, in that we can often avoid or shorten the duration of misunderstandings between federal agencies regarding who has responsibility for certain damages (which can significantly delay recovery funding). Once responsibility for damages has been determined, our team uses our vast experience to help document and administer program funds from relevant programs to ensure recovery resources are maximized and utilized only on eligible work. We consistently ensure operations are within FEMA guidelines for Public Assistance. Witt O'Brien's will write and review Category A through G Project Worksheets and resolve and identified problems or deficiencies.

### 3.7.B. DAMAGE ASSESSMENT

Witt O'Brien's will provide support and guidance to Pompano Beach to assess damage to its public and private infrastructure and transportation systems, and to assist in the preparation of comprehensive scopes of work and cost estimates for both emergency protective measures and repair or replacement of the damaged elements, facilities, and critical infrastructure. As appropriate, we are prepared to send out one qualified individual or an entire disaster response team to help ensure that inspected damages are accurately quantified and documented, as this is one of the most important activities in the initial stages of disaster response and recovery. We will help to ensure that the City's damages and estimates are accurately relayed up through Broward County to the state so that federal and state resources can be activated and implemented to provide critical assistance both physically and financially.



Damage assessments must include specific details such as insurance information, location, cost estimates with cost basis, category of damage, and community impact. If damages are assessed incorrectly, the City and its constituents are less likely to receive the much-needed disaster assistance in a timely manner, if not at all. We have extensive experience working not only within the State of Florida, but also within FEMA Region IV, which allows us to foster an open dialogue between these entities and the City. Leveraging this open communication, we can ensure that accurate, thorough, and detailed inspections and damage documentation are at the forefront of the operation. We can also leverage our PA programmatic knowledge to train and prepare City staff on damage assessment and eligibility for disaster aid to ensure they are adequately prepared to make their best case for eligible assistance.

Damage assessment information is also now the cornerstone for preparing the FEMA Damage Inventory to accurately and quickly capture a list of damages to start the FEMA grant claims process. The Damage Inventory is required to be prepared quickly to support the formulation of project worksheets and has a 60-day window to be refined after the occurrence of the Recovery Scoping Meeting.

### **3.7.C. ASSISTANCE IN ATTAINING IMMEDIATE NEEDS FUNDING.**

Immediate Needs Funding (INF) applications, when made available by the State after a disaster, require fast and accurate information to ensure the City leadership receives funding for urgent operations. Because of our extensive experience working disasters across the United States, Witt O'Brien's brings a detailed and thorough understanding of eligible emergency work. Our team will work with the City leadership to help complete the Preliminary Damage Assessments and expedite the INF process with the State and FEMA so that you can receive funding and continue with recovery operations. We will help to track outgoing funds expended against protective measures and reconcile against disbursements by the State in order to ensure compliance and accurate costs accounting to report back to the State.

### **3.7.D. PRIORITIZATION OF RECOVERY WORKLOAD.**

Witt O'Brien's approach to project prioritization is to consult with the City as well leverage our understanding of the goals and priorities of programs that provide funding sources for response and recovery activities. One of the elements required in the FEMA Damage Inventory is assignment of 'Applicant Priority', where projects can be identified as urgent or high priority. We can assist the City in using this information to dictate the order and combine inventory line items for project formulation with FEMA. Our team can work with the City to prioritize these projects based on funding availability through immediate needs or normal project reimbursement processes, status of work completed, amount of initial funding outlay, complexity of project, inclusion of project mitigation opportunities, etc.

Witt O'Brien's is well versed on the federally funded mitigation programs and historical priorities and implementation of these grants based on a combination of local and state mitigation input. We can review the projects that the City has on the Local Mitigation Strategy (LMS) list and help to prioritize immediate and long-term needs of the City, which could include adding or removing projects to align with current priorities and increase funding success.

### **3.7.E. LOSS MEASUREMENT AND CATEGORIZATION.**

After the occurrence of an insurable loss, the primary goal of policyholders is to maximize insurance settlements and coordinate those settlements in a manner that maximizes other funding opportunities such as the FEMA PA program. Witt O'Brien's will provide expert guidance in maximizing all available



benefits, the timely facilitation of claims, and reduction of funding gaps by pursuing and coordinating all potential recovery grant funding opportunities.

Our insurance recovery services include a comprehensive approach to:

- Conducting on-site evaluation of the damaged property
- Creating short-term/long-term goals and recommendations regarding the future handling of the insurance recovery process
- Providing advice on settlement status
- Expediting the claim recovery process to avoid shortfalls of cash flow
- Coordinating insurance settlements with FEMA grant funding eligibility

We will attend all meetings with City, state, and FEMA representatives as well as any other funding agencies as required to ensure that the City's claims are properly presented and documented in the appropriate funding program, that current policy guidance is understood and followed, and that there is no duplication of benefits.

#### **3.7.F. INSURANCE EVALUATION, DOCUMENTATION ADJUSTING AND SETTLEMENT SERVICES.**

Witt O'Brien's team includes insurance and risk management professionals have experience in reviewing and applying insurance benefits to specific projects in the FEMA public assistance process. These professionals will review the determinations made FEMA to ensure they are accurate, correctly applied and in compliant with current FEMA policies. Witt O'Brien's can further provide assistance in gathering and documentation of current insurance proceeds and the identification of insurance purchase requirements for buildings and contents. We additionally can assist the City to identify any shortfalls between the initial adjustment for payment and the actual costs for completion of the work down the line to ensure that we know the time limitations of claim adjustments and can successfully present the costs for request to receive additional funding allocations per the policy limitations.

#### **3.7.G. PROJECT WORKSHEET GENERATION AND REVIEW.**

The goal of well-developed PWs is to ensure that Subrecipients receive the necessary funding for successful recovery and that they get to keep all the assistance for which they are eligible. Successful PA Program delivery requires a robust project formulation process, which involves identifying eligible damages, compiling appropriate documents, defining the scope of eligible work, and estimating eligible costs.

On behalf of the City, we will capture the information in the PW process and serve as the primary agent to work with FEMA to develop and review projects. FEMA ultimately determines the eligibility for, and amount of, FEMA PA grant awards. Our approach and methodology for maintaining our current over-arching support of the City's PW development, review, and revision process is to continue to provide support through our experienced PA specialists and other technical experts when needed.

Our disaster recovery experts will ensure compliance with rules, guidelines and standards, and to address and resolve difficulties before they can hinder the recovery process. Our approach will allow us to come to the table with expertise that is often more reliable and experienced than the personnel used by FEMA in the resolution of PA program claims. The result is Project Worksheet packages that are professionally documented to capture the maximum available funding and that have an established basis in governing policies, laws, and regulations.



We will provide the City with qualified personnel adept at analyzing projects, preparing the scope of work and damage descriptions of projects (including cost estimating), analyzing project worksheets and accompanying documentation, and preparing project worksheet documentation for submittal to FEMA.

### **3.7.H. FEMA, FHWA AND NRCS REIMBURSEMENT SUPPORT.**

While undertaking disaster response and recovery processes, it is important to understand the range of funding sources available to the City, both internally through elements such as insurance and donated resources as well as externally through various federal funding resources. Our approach is to use the damage assessment as a starting place to categorize damages based on detailed information collected and our vast knowledge of available funding sources. We will determine whether the FEMA PA program or another program that is complementary to the FEMA PA program offers grant funding that is appropriate for certain elements of the response and recovery process. These programs may include the following:

- **Federal Highway Administration (FHWA) Emergency Relief (ER) program** funding can be used for specific eligible activities on or related to Federal Aid System classified roadways for aspects of their Emergency Restoration and Permanent Restoration programs.
- **HUD Community Development Block Grant (CDBG) Disaster Recovery (DR)** funding is a good source of funds used to address unmet needs in the three core aspects of recovery – housing, infrastructure, and the economy.
- **Natural Resources Conservation Service (NRCS) Emergency Watershed program (EWP)** funding can be used to relieve imminent watershed hazards to life and property caused by flood and other occurrences such as debris removal, bank erosion repair and repairs to damaged drainage structures.

Under other federal grant program opportunities for which damages are eligible, we will assist the City in reaching out to the appropriate agencies and local contacts for evaluation of damages appropriate to those specific programs as a potential primary funding source.

### **3.7.I. STAFF AUGMENTATION WITH EXPERIENCED PUBLIC ASSISTANCE COORDINATORS AND PROJECT OFFICERS.**

Witt O'Brien's is prepared to staff the City's project at a level commiserate with the magnitude of the disaster and the amount of recovery to be completed and presented for grant funding in the event that funding becomes available. The amount of staffing provided will also be dependent upon the availability and participation of personnel from various City departments responsible for both the direct response and recovery activities and the oversight of those activities. Our typical grants management structure lends to a Project Manager providing general oversight and high-level communication and issue resolution to the City with placement of a Senior Grants Management Specialist level team member directly reporting on a daily or as needed basis to the City's main representative for the grants recovery. Additional Public Assistance Coordinator level team members will be added as necessary to supplement and provide detailed oversight of assessing damages, preparing scopes of work and cost estimates and collection of appropriate supporting documentation.

### **3.7.J. INTERIM INSPECTIONS, FINAL INSPECTIONS, SUPPLEMENTAL PROJECT WORKSHEET GENERATION AND FINAL REVIEW.**

Witt O'Brien's can assist in developing an effective grant management system consisting of grant reviewers and financial specialists. The grant managers will be responsible for maintaining support documentation for all FEMA project worksheets and for mitigation opportunities; and will be tasked with



review requests for reimbursements, scope of work compliance, interim inspections, and requests for scope changes, overruns validation, and final inspections.

From the onset of the recovery process, Witt O'Brien's staff will work with the City to prepare for the period of closeout by providing the critical guidance needed to diligently document recovery efforts. This allows the City to streamline the final project closeout process and retain maximum federal funding. We have executed numerous FEMA disaster program closeouts. Our experience will ensure that the City will have the support and expertise available to minimize or eliminate any potential problems as funded projects are financially reconciled.

As projects are completed, we will work with the City to conduct preliminary reviews of the documentation and files, complete a final site inspection, and assist with the financial and programmatic closeout of the project. Our personnel ensure that all documentation is organized to justify all project expenditures per the approved scope of work. When final closeout teams or auditors review the project, all documentation will be available in a form that meets both FEMA and state requirements.

### **3.7.K. APPEAL SERVICES AND NEGOTIATIONS.**

As the City is well aware, there are times when FEMA makes eligibility determinations on work performed, costs incurred, and methods of procurement that are not favorable to the Recipient or Subrecipient resulting in the loss of FEMA funding. The FEMA PA program affords two time-sensitive opportunities to appeal an unfavorable determination: the first appeal at the FEMA Regional level, and the second appeal at the FEMA Headquarters level. Being able to prepare, argue, and successfully resolve appeals based on programmatic guidelines and policies can be the difference between the re-instatement of the funds lost or having to absorb the costs internally for the work performed.

Witt O'Brien's will use its extensive understanding of law, regulation, policy, and guidance, along with our knowledge of FEMA precedent and tested methods of arguing and negotiating resolutions with FEMA, to obtain the best possible results for the City should the City disagree with any federal grant program determinations.

Witt O'Brien's will assist the City with any appeals chosen to pursue and provide expert technical assistance in the preparation of the appeal plus supplemental responses and oral arguments required in the appeals process. We will assist with tracking timeframes for appeal submittals and follow up with state and FEMA on a regular basis regarding determinations and responses to and Requests for Information as necessary.

### **3.7.L. RECONSTRUCTION AND LONG-TERM INFRASTRUCTURE PLANNING.**

Recovery is highly complex, often taking months or years to implement and can consume the time and energy of existing staff. Witt O'Brien's helps the City and its stakeholders organize and plan for recovery. Our experience with developing and implementing long-term recovery plans allows the community's planning efforts to result in more complete and effective reconstruction and recovery.

### **3.7.M. FINAL REVIEW OF ALL EMERGENCY AND PERMANENT WORK PERFORMED.**

The Closeout process begins immediately after the first grant dollar is spent and is a continuous process throughout the response and recovery. Witt O'Brien's helps its clients navigate the process, develop effective and efficient business systems to manage grant documentation, reconcile accounts to justify claims/payments, and conduct final site inspections. Witt O'Brien's will work with the City to establish a central document collection and repository location and filing system as well as create electronic files of all pertinent documentation for long term storage and easy transmittal to the state and FEMA if needed in the project preparation through closeout and audit process.



## TAB 4: COST PROPOSAL FORM/FEE SCHEDULE

The completed Cost Proposal Form/Fee Schedule is contained below, along with a list of “Additional Suggested Positions”.

### COST PROPOSAL FORM/FEE SCHEDULE

Positions	Estimated Monthly Hours (1)	Hourly Rate
Project Manager	80	\$ 67.00
Operations Managers	160	\$ 58.00
GIS Analyst	16	\$ 50.00
Field Supervisors	670	\$ 49.00
Debris Site/Tower Monitors	390	\$ 34.00
Environmental Specialist	16	\$ 75.00
Project Inspectors (Citizen Drop-Off Site Monitors)	870	\$ 34.00
Field Coordinators (Crew Monitors)	1,740	\$ 49.00
Load Ticket Data Entry Clerks (QA/QC)	750	\$ 29.00
Billing/Invoice Analysts	40	\$ 35.00
Data Manager	16	\$ 55.00
Public Assistance Coordinator	80	\$ 120.90
FEMA/FHWA Specialist	320	\$ 90.00

### Additional Suggested Positions

Position	Hourly Rate
Grants Project Manager	\$139.50
Senior Grant Management Consultant	\$130.20
Subject Matter Expert	\$130.20
Senior Hazard Mitigation Specialist	\$130.20
Hazard Mitigation Specialist	\$120.90
Senior Planner	\$170.00
Planner	\$110.00
Senior Insurance Specialist	\$130.20
Insurance Specialist	\$120.90
Office/Clerical	\$ 37.20

### Cost Proposal Notes

- The hourly rates include all applicable overhead and profit.
- All non-labor related project costs will be billed to the City at cost without mark-up. This includes travel expenses such as airfare, hotel, per diem, rental car and/or mileage, which will be billed in accordance with the current GSA schedule.
- All expenses shall be submitted with full supporting documentation in compliance with FEMA guidelines for reimbursement.

## TAB 5: ATTACHMENTS

As requested in the RFP, we hereby provide our Business License for the State of Florida.

# *State of Florida*

## *Department of State*

I certify from the records of this office that WITT O'BRIEN'S LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on July 14, 2010.

The document number of this limited liability company is M10000003124.

I further certify that said limited liability company has paid all fees due this office through December 31, 2019, that its most recent annual report was filed on April 25, 2019, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twelfth day of August, 2019*



*Ronald R. DeSantis*  
Secretary of State

Tracking Number: 3252179093CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



## **TAB 6: CITY DOCUMENTS**

Per the RFP, we provide the following required forms for your consideration on the following pages:

- Proposal Signature page
- Acknowledgement of Addenda
- Proposer Information Form

## Supplier Information

Company Name: Witt O'Brien's, LLC

Contact Name: Greg Fenton

Address: 2200 Eller Drive  
Ft. Lauderdale, FL 33316

Phone: 281-320-9796

Fax: 954-524-9185

Email: contractrequests@wittobriens.com

## Supplier Notes

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Greg Fenton

*Print Name*



*Signature*



**City of Pompano Beach, Purchasing Division  
1190 N.E. 3rd Avenue, Building C  
Pompano Beach, Florida, 33060**

March 3, 2020

ADDENDUM #1, RFP E-08--20 DISASTER

RECOVERY MANAGEMENT SERVICES

To Whom It May Concern,

Please note **Section E. Insurance Requirements** have been revised. See Revised Bid Solicitation for new insurance requirements.

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English  
Purchasing Agent

cc: website

---

Acknowledged By: Greg Fenton, Chief Operating Officer

04/10/2020

Date



**City of Pompano Beach, Purchasing Division  
1190 N.E. 3rd Avenue, Building C  
Pompano Beach, Florida, 33060**

March 17, 2020

ADDENDUM #2, RFP E-08-20 DISASTER

RECOVERY MANAGEMENT SERVICES

To Whom It May Concern,

Please note **Section C. Selection/Evaluation Process** has been revised. See "Final Revision" of Bid Solicitation.

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English  
Purchasing Agent

cc: website

A handwritten signature in blue ink, appearing to be "G. Fenton", written over a horizontal line.

Acknowledged By: Greg Fenton, Chief Operating Officer

04/10/2020

Date



**City of Pompano Beach, Purchasing Division  
1190 N.E. 3rd Avenue, Building C  
Pompano Beach, Florida, 33060**

March 22, 2020

**ADDENDUM #3, RFP E-08-20 DISASTER**

**RECOVERY MANAGEMENT SERVICES**

To Whom It May Concern,

Addendum #3 is posted on the City's eBid website: <http://pompanobeachfl.ionwave.net>.  
Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for receipt of written questions has passed.

The deadline for acceptance of proposals in the eBid system has been extended to  
**2:00 p.m. (local), April 13, 2020.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English  
Purchasing Agent

cc: website

A handwritten signature in blue ink, appearing to read "G. Fenton", is written over a horizontal line.

Acknowledged By: Greg Fenton, Chief Operating Officer

04/10/2020

Date

**COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.**

***PROPOSER INFORMATION PAGE***

**RFP** E-08-20 Disaster Recovery Management Services  
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Greg Fenton Chief Operating Officer  
Titl e

Witt O' Brien's LLC  
Company (Legal Registered)

Federal Tax Identification Number 27-2783923

Address 2200 Eller Drive P.O. Box 13038

City/State/Zip Fort Lauderdale FL 33316

Telephone No. 281 -320-9796

Fax No. 954 524 9185

Email Address gfenton@wittobriens.com, cc: contractrequests@wittobriens.com



## **APPENDIX A – RESUMES**

We present detailed resumes on the following pages of our proposed personnel:

### **Project Principals/Advisors**

- Charles Bryant, Senior Advisor – Disaster Debris Monitoring
- Colin Vissering, Senior Advisor – Emergency Management Planning and Training
- Jonathan Hoyes, Senior Advisor – Public Assistance Consulting

### **Disaster Debris Monitoring Team**

- Sheletta Cossey, Project Manager – Disaster Debris Monitoring
- Rodney Byrd, Operations Manager
- Brian Weed, Field Supervisor
- Melvin Vaughn, Data Manager

### **Planning Team**

- Matt Stanley, Project Manager – Planning/Preparedness
- Frank Castro-Wehr, Senior Planner/Analyst

### **Recovery Team**

- Valarie Philipp, Project Manager – Grants
- Paul Bustanji, Senior Grant Management Consultant
- Lynne Storz, Senior Grant Management Consultant
- James Crouch, Public Assistance Coordinator
- Shaletha Smith, Public Assistance Coordinator
- Evan Rosenberg – Subject Matter Expert (Appeals)

**Charles Bryant is the Director of Disaster Debris Services with Witt O'Brien's. He is a highly qualified debris and emergency response specialist with more than 30 years of experience in emergency response services and 10 years of experience specifically in debris monitoring. Charles is one of only two preeminent, nationally recognized instructors of debris management at FEMA's national training center EMI. He has managed complex, large-scale debris management operations in Louisiana, Georgia, New York/New Jersey, and Texas.**

Charles is fully qualified in providing problem resolution assistance and coordination for FEMA Public Assistance (PA) Category A and B grant funding and liaising with state agencies for PA grant funding and project development. His expertise also includes serving as debris technical advisor providing technical assistance for development of FEMA Project Worksheets (PWs) for Category A debris removal projects.

#### **DEBRIS MONITORING, COLUMBIA COUNTY, GEORGIA.**

As Debris Technical Advisor, provided technical assistance to the county for development of FEMA Project Worksheets for Category A debris removal, served as technical advisor for FEMA eligibility determinations, contractor oversight, debris management site operations, and monitoring operations.

#### **DEBRIS MONITORING, STATE OF NEW JERSEY.**

After Superstorm Sandy, Charles served as a Subject Matter Expert to provide technical assistance for the Governor's Office of Recovery and Rebuilding (GORR), providing planning and operational support for Recovery Operations, worked with other Recovery Team personnel to identify Recovery Strategies as they relate to debris removal operations, and provided assistance in the development, management and establishment of operational strategies for Wet Debris removal for New Jersey Department of Environmental Protection.

#### **DEBRIS MONITORING, STATE OF LOUISIANA.**

Provided technical assistance and served as SME for Debris Operations in response to Hurricane Isaac for State of Louisiana. Worked as technical advisor to Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), providing planning and operational support for Recovery Operations

#### **HSEEP EXERCISE, BALTIMORE, MARYLAND.**

As an HSEEP Exercise Developer, Charles developed the first HSEEP-compliance exercise focused specifically on debris removal operations and coordination for the Baltimore Metropolitan Council in 2009, which provides regional planning for the Baltimore, MD area, that includes Baltimore City,

#### **CHARLES BRYANT**

SENIOR ADVISOR, DISASTER  
DEBRIS MONITORING



#### **YEARS OF EXPERIENCE**

35+ Years

#### **EDUCATION**

Louisiana State University, Eunice Associate  
Fire Science Degree Programs.

*Introduction to Fire Science*

*Introduction to Fire Suppression*

*Fire Behavior*

*Fireman Training*

*Officer Training*

*Hazardous Materials Tactical  
Considerations*

*Hazardous Materials On-Scene  
Coordinator*

*Fire Department Insurance Rating*

Texas A&M University

*Fire Service Technology Computer-  
Aided Management of*

*Emergency Operations*

*Fire Prevention, Level 5*

#### **LICENCES/CERTIFICATIONS/TRAINING**

*NIMS Advanced ICS Curricula Train  
the Trainer E449 – Certified  
Instructor*

*EMI E202 National Debris  
Management Planning – Certified  
Instructor*

*EMI National Debris Management –  
Trainer*

*FEMA Pilot Program Train the Trainer  
– Trainer*

*FEMA Intro to Emergency  
Management – Trainer*

*FEMA Liability Issues in Emergency  
Management – Trainer*

*National Fire Academy Fire Service,  
Financial Management & Planning –  
Trainer*

#### **ADDITIONAL WORK EXPERIENCE**

**AECOM, 2008 – 2010.** Technical  
Assistance Contractor (TAC).

**National Emergency Management  
Institute (EMI), (2005 – 2008, 2010).**



Baltimore County, Anne Arundel County, Howard County, and Harford County, MD.

**DEBRIS MONITORING AND MANAGEMENT, STATE OF TEXAS.**

As Regional Operations Manager, Charles was fully engaged in debris monitoring and management of multiple client operations in Texas due to Hurricane Harvey that impacted the state in August 2017. He helped monitor the removal of more than 543,000 CY of vegetative C&D debris and nearly 4,700 CY of household hazardous waste for the City of Port Arthur, City of West University Place, County of Waller, City of West Columbia, Clear Brook City MUD, and Village of Jones Creek.

**DEBRIS MONITORING, STATE OF LOUISIANA.**

As Debris Manager, provided response services and coordinated debris operations across the state after Hurricanes Gustav and Ike. Responsible for coordinating and overseeing debris removal, identifying staffing and monitoring levels, establishing schedules and monitoring plans, developing Project Worksheets, and providing environmental and historical guidance.

As Planning Manager, oversaw structural demolition activities and private property debris removal (PPDR), coordination, and development of planning strategies and operational objectives related to debris removal, with liaison support to all federal, state, and local partners after Hurricanes Katrina and Rita. Later served as the State of Louisiana Deputy Debris Manager for Debris Operations, with the responsibility for overall coordination of debris operations for the State of Louisiana to include coordination of debris removal, identifying staffing and monitoring levels, establish monitoring operations plan, project worksheet development and management and environmental and historical guidance for all debris operations and project oversight.

**DEBRIS MONITORING, STATE OF TEXAS.**

After Hurricanes Gustav and Ike, served as Technical Assistance Coordinator and provided assistance to Houston and Galveston communities to coordinate debris removal, Project Worksheet development, and management of historical and environmental guidance for all debris operations.

**PROFESSIONAL AFFILIATIONS.**

**Louisiana State Emergency Response Commission**, appointed by Governor Mike Foster in 1998 - 2005.

**Southwest Louisiana Mutual Aid Association**, Past President and lifetime member

**Calcasieu Parish Local Emergency Planning Committee**

**Calcasieu Community Awareness and Emergency Response Group**

**Southwest Louisiana Fire Chiefs Association**

**Louisiana Fire Chiefs Association**, Lifetime Member

**Colin Vissering is a Managing Director at Witt O'Brien's and has more than 25 years of experience in hazard mitigation, pre-disaster planning, environmental consulting, and historic preservation.**

Colin is a certified urban planner and floodplain manager who has helped develop many of the key, national-level mitigation programs of the past two decades, including the "How-To" series of planning guides, which has defined methodologies for all FEMA-funded mitigation planning efforts, since the inception of the program. Colin has led hundreds of pre- and post-disaster hazard mitigation and risk reduction initiatives, including supporting the U.S. Virgin Islands Emergency Management Agency (VITEMA) Hazard Mitigation Grant Program by developing over 170 projects. He has also led efforts to develop VITEMA's Comprehensive Territorial Hazard Mitigation Plan, one of the most substantial plans funded by FEMA, which addresses land-use policy, flood management, sector-based risk assessments, infrastructure evaluations, sea-level rise, and other climate factors. He has been involved in the design and development of applications and the implementation of coastal flood mitigation projects in New York City urban areas and both structural and non-structural coastal protection systems in the U.S. Virgin Islands (USVI).

Since 1993, Colin has been deployed to 15 large-scale disasters to lead mitigation efforts or serve as an environmental subject matter expert. He has supported the implementation of mitigation programs for more than 100 other disasters, which has involved the review and development of mitigation grant projects, developing training programs, and evaluating policy issues. He has also managed long-term recovery efforts, cultural and environmental resource activities, and regulatory and policy development in locations nationwide.

**COLIN VISSERING**  
 SENIOR ADVISOR, EMERGENCY  
 MANAGEMENT



#### **YEARS OF EXPERIENCE**

25+ Years

#### **EDUCATION**

University of Maryland  
 Master of Community Planning  
 (MCP)

George Washington University  
 B.A. – International Affairs

#### **LICENCES/CERTIFICATIONS**

Certified Floodplain Manager (CFM)

American Institute of Certified  
 Planners – AICP

#### **ADDITIONAL PROFESSIONAL EXPERIENCE**

**URS Group**, Group Manager.

**FEMA**, Environmental Protection Specialist.

#### **WITT O'BRIEN'S, MANAGING DIRECTOR, DISASTER RECOVERY, HAZARD MITIGATION, RESILIENCY, 2018 – PRESENT.**

**Hazard Mitigation Grant Program, USVI.** After Hurricanes Irma and Maria, Colin has served as the senior mitigation and resiliency advisor to the VITEMA to implement all aspects of the 404 and 406 Hazard Mitigation Grant Programs (HMGP). He has ensured the development of more than \$300 million in HMGP projects that include some of the broadest assortments of project types seen in disaster recovery, from Coral and Mangrove restoration to reduce coastal flooding and erosion, to unique designs for flood reduction that take a "Ridge to Reef" approach to the challenging topography and flooding issues that affect many Caribbean Islands.

**HMGP Applications, USVI.** As the USVI's primary HGMP advisor, Colin has overseen the development of more than 33 HMGP applications, totaling \$125 million. Nearly half have already been approved and funded by FEMA, while the rest are in eligibility review with ongoing rolling approvals.

Key HMGP projects approved to date include \$7.3 million for code enforcement; updating the Territory's geodetic benchmarks for surveying; a \$4.9 million hazard mitigation plan; funding for retrofit and reconstruction of fire stations; back-up communication equipment; and innovative solutions for emergency back-up power.



#### **VISSERING CONSULTING GROUP, PRESIDENT, 2012 – PRESENT.**

**FEMA Program Manager.** As a nationally recognized expert in HMGP, the National Environmental Policy Act (NEPA), and Historic Preservation compliance efforts related to implementing mitigation programs, Colin guided the development of FEMA's regulations and policies related to 44 CFR Part 10, development and delivery of NEPA and Cultural Resource Courses, and completion of more than 150 NEPA compliance documents, primarily environmental assessments. He was closely involved in the development of FEMA's Regional Environmental Officer Cadre.

**Health Resources and Services Administration (HRSA) Review of Recovery Act Grants.** As Deputy Program Manager, coordinated the evaluation of over 1,000 reviews of medical center construction and rehabilitation projects nationwide. Helped develop a comprehensive database and was primary author of two nationwide programmatic environmental assessments that allowed for the completion of more than 600 of the application reviews within three months of initiation of the project.

**Hazard Mitigation and Coastal Resiliency Projects, New York, New York.** As a subject matter expert, Colin provided direct assistance to the City of New York's Office of Emergency Management in developing and implementing hazard mitigation and coast resiliency projects under FEMA's HMGP. Over \$400 million in projects have been approved to date and include a wide range of mitigation activities, from hardening and protecting public housing units to structural flood control projects along coastal communities (e.g., dune systems, urban flood walls, and other protection systems).

#### **GREENHORNE AND O'MARA, VICE PRESIDENT, RESOURCE MANAGEMENT DIVISION, 2002 – 2005.**

**FEMA Program Manager.** Colin served as a Planning Advisor and was assigned to FEMA HQ to help develop processes for the development of the Early Recovery Strategies for Communities, which outlined a framework for recovery for communities impacted by Hurricane Katrina. He was also responsible for coordinating long-term recovery issues with Hazard Mitigation and Planning requirements, as well as coordinating with relevant associations involved in the recovery efforts (including the APA and AIA).

**Hurricane Katrina Gulf Coast recovery Office, New Orleans, Louisiana.** As a Hazard Mitigation Action Officer, Colin was responsible for implementation of FEMA mitigation and recovery programs. He streamlined environmental and historic preservation regulatory compliance across all of the Gulf Coast states impacted by Hurricanes Katrina and Rita. He worked to assess NEPA compliance efforts and worked with FEMA to update policies, guidance, and regulations to allow for improved program funding.

#### **OTHER PROJECT-RELATED EXPERIENCE.**

**Global Match Initiative, State of Mississippi, Department of Community Affairs.** As a subject matter expert, Colin provided mitigation grant program expertise as part of a team developing CDBG and other grant applications to be used as a match for over \$500 million in FEMA mitigation grant funds. Developed grant applications, policy papers, and documentation to support use of these projects as part of the 25% non-federal match.

**Long-Term Recovery Planning, FEMA ESF #14.** As a senior planner, Colin was assigned to ESF #14 at FEMA HQ to help develop processes for the development of early recovery strategies for communities, outlining a framework for recovery for communities impacted by Hurricane Katrina. He was also responsible for coordinating long-term recovery issues with Hazard Mitigation and Planning requirements, as well as coordinating with relevant associations involved in the recovery efforts (including the American Planning Association and American Institute of Architects).



**FEMA Technical Assistance and Research Contracts (TARC).** As Principal and Program Manager, Colin was responsible for the effective completion of all task orders under FEMA's \$16 million TARC contract. These included technical design specifications for hazard mitigation actions, strategies for implementation of mitigation programs, building performance assessments following disasters, and problem focused studies related to building sciences and technologies.

**Hazard Mitigation Technical Assistance Program.** As the Environmental Functional Area Leader, Colin led environmental and historic preservation-related tasks for the national technical assistance IDIQ contract for FEMA. He also served as the lead write for fact sheets highlighting issues related to streamlining EHP review across FEMA programs.

**Jonathan Hoyes is a career member of the federal government's Senior Executive Service (SES) and currently serves as a Subject Matter Expert in Public Assistance at Witt O'Brien's. His career spans thirty (30) years of public service and private sector experience in infrastructure systems and risk management. Jonathan has a proven track record of senior leadership, business development, strategic management, and outstanding client relationships.**

Jonathan has led field delivery of infrastructure and community assistance (Public Assistance, Individual Assistance and Mitigation programs) in all ten FEMA Regions, Puerto Rico and the United States Virgin Islands. As the Federal Disaster Recovery Coordinator (FDRC) in Puerto Rico in 2019, Jonathan was the Lead Federal Official for all federal recovery efforts. He also had direct responsibility for over 3,000 federal staff on-island.

During his tenure as Public Assistance Division Director, Jonathan has overseen infrastructure recovery on over 100 major disasters nationwide, numerous emergency declarations, and dozens of Fire Management Assistance Grant Program declarations. These major events include some of the most costly and impactful natural disasters in U.S. history – Hurricanes Harvey, Irma, Maria, Florence, and Michael. The size and scale of these events is unprecedented – with estimates exceeding the total, combined assistance provided in the previous 38 years since the creation of FEMA in 1979.

**WITT O'BRIEN'S, 2006 – PRESENT.**  
**Associate Managing Director.**

Jonathan is a Subject Matter Expert in Infrastructure, Risk Assessment, and FEMA programs.

**FEDERAL EMERGENCY MANAGEMENT AGENCY'S (FEMA)**  
**PUBLIC ASSISTANCE (PA) DIVISION, NATIONALLY**  
**PA Director.**

As the PA Director, Jonathan was also the Certifying Authority (CA) for the 6,000+ national cadre of full-time and part-time Public

Assistance federal employees. He also oversaw three, geographic sector-based Technical Assistance Contractors (TAC) with multi-year, multi-billion-dollar contracts.

**TECHNOLOGICAL HAZARDS DIVISION (THD), FEMA**

**JONATHAN HOYES**  
**SENIOR ADVISOR, PUBLIC**  
**ASSISTANCE**



**YEARS OF EXPERIENCE**  
30 Years

**EDUCATION**  
American University  
MBA Finance and International Business  
University of Wales BEng  
Civil Engineering

**LICENCES/CERTIFICATIONS**  
Top Secret (TS-SCI) Security Clearance

**PROFESSIONAL EXPERIENCE**  
Witt O'Brien's, LLC  
Subject Matter Expert, Public Assistance  
FEMA  
Senior Executive

ATCS, PLC  
Owner / Partner  
Vice President of Disaster Services

Dewberry  
Senior Consultant

WRc Group  
Engineer and Consultant

**Director.**

Jonathan was responsible for overseeing preparedness activities related to radiological and chemical weapons hazards in coordination with Federal, State, local, tribal and key private sector partners inside the United States (US). Jonathan and staff assured community preparedness in 37 States, with a population of over 160 million Americans, and across all ten FEMA Regions through the Radiological Emergency Preparedness Program (REPP) and the Chemical Stockpile Emergency Preparedness Program (CSEPP) through the design and implementation of a Reasonable Assurance Alignment Framework (RAAF).

**FIELD OPERATIONS DIRECTORATE (FOD), FEMA OFFICE RESPONSE AND RECOVERY (ORR)  
Assistant Administrator.**

Jonathan led the formation and stand up of a new Field Operations Directorate (FOD), within the FEMA's Office Response and Recovery (ORR). As FOD's first Assistant Administrator, Jonathan integrated four Divisions, and over three hundred staff, at six locations nationwide, to create an efficient and effective new Directorate. This was achieved by creating a common understanding of their individual and combined role to support the mission of FEMA's field operations.

**NATIONAL DISASTER RECOVERY PLANNING DIVISION (NDRPD), FEMA  
Director**

Jonathan led the integration of NDRPD with the Office of Federal Disaster Coordination (OFDC). As the leader of this new Division, Jonathan had responsibility to lead, train, equip, and manage FEMA's field leadership, including Federal Coordinating Officers (FCO) and Federal Disaster Recovery Coordinators (FDRC). During that time, he also served two years as the Chair of the interagency Recovery Support Function Leadership Group (RSFLG). Importantly, Jonathan also led the development and revision of the nation's National Recovery Doctrine.

### **Sheletta Cossey has over six years of experience in debris monitoring, Project Data Management and Administration.**

She began her recovery services career as a field monitor during the recovery efforts of Hurricane Matthew in 2016, and now serves as a Disaster Recovery Data Manager. She is a thoroughly trained as a debris specialist, as well as knowledgeable in data reconciliation purposes. She has been the Data Manager on several large scale, simultaneous projects.

She has solid expertise in debris management and monitoring processes, procedures, and best practices. She manages the electronic ticketing process from its inception, which involves determining cubic yard estimations, managing upwards of 3,000 tickets, and 20,000 cubic yards daily as a data manager of extensive debris projects. Having demonstrated proven success in every aspect of disaster response, Sheletta specializes in smooth and efficient project data management start-up and close-out.

She is also experienced in providing statistical data and operational coordination, preparation, and organization of disaster recovery data.

Sheletta's easy transition into debris management is largely due to her experience in financial advisement and planning. She is accustomed to working closely with clients to analyze financial data and objectives, including account management, advisement strategies, risk tolerance, and updating client portfolios. As an Account Manager, she was required to flawlessly execute the logistics of financial advisement, with respect to timeliness, customer satisfaction, and effective oversight of the financial reporting process.

In addition, her preliminary role in office management provided the foundation for her projected financial career. In this position she maintained office operations and procedures, including payroll, managing inventory budget, approving supply requisitions, and monthly reporting of profit and loss statements. She is effective in her ability to serve as a branch in the intersection of customer satisfaction and company standards.

#### **STATE OF NORTH CAROLINA, HURRICANE FLORENCE**

Sheletta served as the data manager for the City of Wilmington and New Hanover County. She provided daily project cubic yards totals, QA/QC of ticketing data, and reconciliation of financial hauling data following Hurricane Florence.

#### **STATE OF FLORIDA, HURRICANE IRMA**

Sheletta served as the data manager for 28 cities and counties in the state of Florida on Witt O'Brien's response and reporting team on the recovery efforts from Hurricane Irma in 2017. She managed the South Florida Data Processing Center in Ft. Lauderdale, Florida, for which is managed 12-36 Data Entry Clerks.

### **SHELETTA COSSEY PROJECT MANAGER, DISASTER DEBRIS MONITORING**



#### **YEARS OF EXPERIENCE**

6 Years

#### **EDUCATION**

Allied American University

B.S. Business Administration

#### **LICENCES/CERTIFICATIONS/TRAINING**

SEE ON FOLLOWING PAGE

#### **AREAS OF EXPERTISE**

- Debris Monitoring
- Data Management
- Financial Reconciliation
- Administration



### **MULTIPLE CLIENTS, GEORGIA, HURRICANE MATTHEW**

Sheletta was the Project Administrator/Data Manager for multiple clients and was responsible for managing HR files and data entry for the City of Savannah, City of Brunswick, and Glynn County Georgia during recovery efforts from Hurricane Matthew 2016.

### **CERTIFICATIONS/TRAININGS**

**FEMA:** IS-001, IS-003, IS-005, IS-007, IS-008, IS-010, IS-011, IS-015, IS-22, IS-036, IS-055, IS-100, IS- 111, IS-120, IS-139, IS-200, IS-208, IS-212, IS-230, IS-235, IS-240, IS-241, IS-242, IS-244, IS-253, IS-271, IS-275, IS-288, IS-279, IS-292, IS-300, IS-318, IS-324, IS-362.a, IS-393, IS-394, IS-395, IS-400, IS-546, IS-547, IS-630, IS-00632.a, IS-00633, IS-634, IS-650, IS-700, IS-775, IS-800, IS-814, IS-870

24-Hour HAZWOPER

**FEMA Classroom Training:** DF-100, DF-105, DF-106, DF-109, DF-120, DF-128, DF-219, DF-228, DF- 304, DF-305, DF-308, DF-310, DF-319, DF-416, DF-418, DF-420, DF-421, DF-434, DF-435, DF-437, DF-500, DF-505, DF-506, DF-507, E-253, E-273, E-276, E-842, L-273, L-386, L-701

### **Rodney Byrd joined Witt O'Brien's in 2017 as an Emergency Response Coordinator in the Debris Division.**

He has more than three years of experience in emergency response for debris monitoring and removal. He has an advanced working knowledge of eligibility guidelines for FEMA debris regulations and funding programs. Rodney has been a part of management teams overseeing the successful removal of millions of cubic yards of storm-related debris.

Rodney provides phenomenal disaster response leadership with an unsurpassed degree of quality. He possesses a tremendous ability to work under pressure while remaining focused on delivering top results. As an effective team leader, he inspires the trust and respect of all persons involved with the project. Rodney has experience dealing with state and federal agencies to ensure all requirements are met for reimbursement.

#### **LAFOURCHE PARISH, LA, HURRICANE BARRY (2019)**

Rodney was the Project Manager for debris removal operations following Hurricane Barry.

#### **CITY OF WILMINGTON, NC, HURRICANE FLORENCE (2018)**

Rodney was the Project Manager for debris removal operations following Hurricane Florence, overseeing the removal of approximately 896,462 cubic yards of debris. He ensured the proper removal of hazardous trees, in addition to DOT, Private Property, Private Roads, and ROW debris removal.

#### **U.S. VIRGIN ISLANDS, HURRICANES IRMA AND MARIA (2017-2018)**

Rodney supervised mapping efforts in the Virgin Island to identify debris eligible for FEMA reimbursement

#### **STATE OF GEORGIA, HURRICANE IRMA (2017)**

Rodney managed operations for Glynn County and the City of Brunswick during the debris removal operations following Hurricane Irma. He supervised the successful removal of approximately 685,000 cubic yards of ROW/Private Property debris. Debris types included construction and demolition debris, vegetation, and hazardous trees.

#### **TEXAS, HURRICANE HARVEY (2017)**

Rodney supervised field operations on multiple projects during the Hurricane Harvey response resulting in the collection of over 700,000 cubic yards of Right of Way/Private Property debris in Waller County, Clearbrook MUDD, West University, and Port Arthur, TX. Debris types included construction and demolition debris, white goods, and e-waste.

### **RODNEY W. BYRD** OPERATIONS MANAGER



#### **YEARS OF EXPERIENCE**

6 Years

#### **LICENCES/CERTIFICATIONS**

IS-632.a; IS-633; IS-100.c; IS-200; IS-200.b; IS-700.b; IS-800.c; IS-300; IS-400

OSHA 24-Hour HAZWOPER

#### **AREAS OF EXPERTISE**

- Disaster Recovery
- Debris Specialist
- Staff Management
- Debris Project Scheduling



**Brian Weed has 4+ years of disaster recovery experience. He is responsible for debris monitoring and removal projects in response to major disaster.**

Brian has served as a debris monitor, debris supervisor, and operation manager for debris removal projects following Hurricanes Matthew, Irma, Maria and Florence. He served as Debris Supervisor for the State of South Carolina during Hurricane Matthew and an Operations Manager for the State of Florida during Hurricane Irma debris monitoring projects. To-date, he has overseen millions of cubic yards of various types of debris. Brian also proudly served in the US Navy.

**WILMINGTON N.C, HURRICANE FLORENCE (SEPTEMBER 2018 – PRESENT)**

Brian has been the DMS Supervisor for debris removal operations following Hurricane Florence, for which he has to date Supervised the removal of over 700 thousand cubic yards of debris

**US VIRGIN ISLANDS, HURRICANES IRMA AND MARIA (2018)**

Brian worked in the US Virgin Islands as a Supervisor for St. Thomas island. He Supervised the removal of USVI WAPA (Water and Power Authority) debris generated by Hurricanes Irma & Maria. After completing the WAPA debris project, he worked as a Supervisor for St. Croix, mapping electronically all hazardous limbs, hazardous trees and hazardous stumps for the USVI Department of Public Works

**FLORIDA, HURRICANE IRMA (2017-2018)**

Brian served as Operations Manager for Fernandina Beach and Nassau County for the debris removal operations following Hurricane Irma. He managed staff and the removal of over 500,000 cubic yards of vegetative and C&D debris.

**SOUTH CAROLINA, HURRICANE MATTHEW (2016-2017)**

Brian served as Debris Supervisor for the debris removal operations for Hilton Head Island S.C. and Florence S.C. following Hurricane Matthew. He supervised the removal of over 2.3 million cubic yards of vegetative, construction and demolition, and White goods.

**BRIAN WEED**

FIELD SUPERVISOR

**YEARS OF EXPERIENCE**

4+ Years

**LICENCES/CERTIFICATIONS**

ICS 100, ICS 200, ICS 634, ICS 700, ICS 800

**AREAS OF EXPERTISE**

- Disaster Recovery
- DMS Supervision



**Melvin Vaughn has had more than 2 years of experience in project tracking and data management for disaster debris management projects using Automated Debris Management Systems.**

He provides oversight and quality assurance of field data collected as well as supporting project documentation. As a Data Manager, Melvin reconciles recorded data with contractor invoices, develops Reconciliation Reports and Payment Recommendations for the client. He is also responsible for EXPORTING data to create client reports, coordinate and track reconciled tickets against unreconciled tickets and report the findings, tracking voided tickets, and maintaining all project related documentation.

**STATE OF NORTH CAROLINA, HURRICANE FLORENCE**

Melvin served as the data manager for the City of Wilmington

following Hurricane Florence in 2018. He provided daily project cubic yards totals, QA/QC of ticketing data, and reconciliation of financial hauling data.

**MELVIN VAUGHN**  
DATA MANAGER

**YEARS OF EXPERIENCE**  
2 Years

**EDUCATION**  
American Intercontinental University,  
Hoffman Estates, IL  
*MBA, Finance, 2018*  
*BBA, Accounting, 2017*  
*AA, Business Administration, 2007*

**LICENCES/CERTIFICATIONS**  
Class A CDL, OSHA-10, Universal  
EPA Certification, Certified Thermite  
Welder

**Matt Stanley is a seasoned emergency manager with nearly 25 years of professional experience in disaster preparedness and response.**

In emergency preparedness, Matt is an experienced public safety training instructor and has developed and delivered training programs for local and state police, firefighters, emergency managers, correction officers, code officials, and other public safety officials. His programs provided state and federal certification and American Council on Education (ACE) accreditation. He also led public information and public education programs focused on reputation management and community engagement and worked with FEMA's Emergency Management Institute to develop and update courses for the current Public Information Officer training curriculum.

Matt is a subject matter expert in risk and capability analysis and leads program assessments and plan development with a focus on community resilience. As a project manager and lead planner designer, he ensures deliverables meet client requirements including national industry standards and guidelines including FEMA, EMAP, NFPA, and ISO.

Matt has both extensive operational and administrative emergency management and on-the-ground emergency response experience. Through his career as an emergency manager, firefighter, and public information officer (PIO), Matt has responded to numerous incidents including residential and industrial fires, wildfires, hazardous materials incidents and industrial accidents, technical rescues, tornadoes, floods, and explosive ordinance incidents. Matt was also the lead PIO for a multi-jurisdictional response and investigation into the 2008 Dixie Crystals Sugar Refinery explosion, where he worked closely with local, state, and federal responders and investigators. He received a commendation from the Governor of Georgia for his service and support as a key member of the 2004 G-8 Summit Public Information Team. Matt also supported federal and local governments as a member of FEMA's Hurricane Liaison Team.

His areas of expertise include: Program Assessments, Risk Assessments, Emergency Operations Plans, Disaster Recovery

Plans, Continuity Plans, Hazard Mitigation Plans, EOC Trainings and Exercises, Crisis Communication, and Crude Oil Transportation Risk and Vulnerability

#### **EMERGENCY MANAGEMENT PREPAREDNESS -- CALIFORNIA STATE UNIVERSITY SYSTEM, CA (2015 – PRESENT)**

As part of the Witt O'Brien's emergency management team for CSU, Matt assists in reviewing and developing plans, develops and facilitates training, and serves on the system's Emergency Management Affinity Group and Business Continuity Affinity Group to provide support and technical assistance to the various campuses of the CSU system. Matt also provides regular consultation to the university system's executive management on current issues and concerns.

**MATT STANLEY**  
 PROJECT MANAGER –  
 PLANNING/PREPAREDNESS



#### **YEARS OF EXPERIENCE**

25 Years

#### **EDUCATION**

Georgia Southern University  
 B.A.-Communication Arts

#### **LICENCES/CERTIFICATIONS**

NIMS 100-400, 700, 800  
 Certified Firefighter, Fire Inspector, Fire Instructor, Public Safety Educator, Hazmat Responder, Arson Investigator, and Technical Rescue, Emergency Managers Association of Georgia, Natural Hazard Mitigation

#### **ADDITIONAL TRAININGS**

**FEMA Classroom Training:** Operations I, Cost Estimating Format, G-202 – Debris Management

**FEMA EMI Courses:** FEMA IS-008, FEMA IS-056, FEMA IS-100, FEMA IS-156, FEMA IS-200, FEMA IS-253, FEMA IS-279, FEMA IS-300, FEMA IS-318, FEMA IS-340, FEMA IS-386, FEMA IS-393, FEMA IS-400, FEMA IS-403, FEMA IS-547, FEMA IS-613, FEMA IS-631, FEMA IS-632, FEMA IS-700, FEMA IS-800, FEMA IS-801, FEMA IS-803



### **IOWA CRUDE OIL AND BIOFUELS TRANSPORTATION STUDY – IOWA (2016)**

Matt led a risk and vulnerability assessment on crude oil and biofuels railroad transportation incident response preparedness within the state of Iowa. The study was strategically developed to inform stakeholder groups of the characteristics, risks, prevention, and emergency response system status and capabilities for crude oil and biofuels rail transportation in the state, and to measure Iowa's preparedness, prevention, response, and recovery capabilities in the event that a crude oil or biofuel rail transportation incident were to occur.

### **NORTH DAKOTA CRUDE OIL PREPAREDNESS RESPONSE STUDY – NORTH DAKOTA DEPARTMENT OF EMERGENCY SERVICES (2015 – 2016)**

Matt was the Project Manager and primary author of a state-wide crude-by-rail incident response preparedness study. The study included state and local response capabilities, as well as risk and vulnerability to crude oil transportation by road, rail, and pipeline across the state of North Dakota. Quantitative and qualitative gap analyses results provided the foundation for recommended improvement actions by state and local authorities. The study resulted in a report to the Governor on the state of response preparedness in the wake of catastrophic rail incidents involving North Dakota light crude oil.

### **NORTH DAKOTA STATE RAIL PLAN - NORTH DAKOTA DOT (2015-2016)**

Matt developed portions of the 2016 North Dakota State Rail Plan to incorporate risk, vulnerability, and incident response capabilities into the federally required plan update. His work included analyzing North Dakota rail accident data, reviewing and summarizing current proposed state and federal practices and regulations that address hazardous materials rail transportation, and identifying the key roles and responsibilities of state departments, and state-supported entities, to hazardous materials incidents.

### **EMERGENCY OPERATIONS PLAN ASSESSMENT -- ANAHEIM TRANSPORTATION NETWORK, ANAHEIM, CA (2015)**

Matt provided project management, quality assurance and gap analysis for a review and assessment of the Anaheim Transportation Network's (ATN) emergency operations plan. The assessment analyzed ATN's existing emergency management plan for the 20 numbered routes of the Anaheim Resort Transportation on current national standards and best practices, including the provisions outlined in Comprehensive Preparedness Guide 101 and the Emergency Management Accreditation Program standards.

### **EMERGENCY MANAGEMENT PROGRAM ASSESSMENT -- CITY OF MIRAMAR, FL (2014)**

Matt provided project management and quality assurance for a review and assessment of the city of Miramar, Florida's emergency management program. The review analyzed Miramar's existing emergency management based on current national standards and best practices, including the provisions outlined in Comprehensive Preparedness Guide 101 and the Emergency Management Accreditation Program standards.

### **COMMUNITY PLANNING WORKSHOPS -- MIAMI-DADE COUNTY, FL (2014, 2019)**

Matt participated as a facilitator for crisis communication sessions at a community planning workshop for Miami-Dade County, Florida.

### **REGION THREAT AND HAZARD IDENTIFICATION AND RISK ASSESSMENT, MIAMI – FORT LAUDERDALE URBAN AREA SECURITY INITIATIVE (2012 – 2013)**

Matt was a primary researcher and developer of the Miami-Fort Lauderdale Urban Area Security Initiative (UASI) Region Threat Hazard Identification and Risk Assessment (THIRA) for Palm Beach,



Broward, Miami-Dade and Monroe counties in Florida. He engaged local, state, federal, and private industry stakeholders from across the four-county region. He also developed and exercised threat and hazard impact scenarios to determine specific target capabilities for the UASI region and Matt developed a comprehensive and actionable THIRA that exceeded federal compliance guidelines.

**NORTH DAKOTA LEGISLATIVE FLOOD MITIGATION AND RESPONSE STUDY – STATE OF NORTH DAKOTA (2012 – 2013)**

Matt managed the development of the response section while informing and supporting development of the mitigation section of this study to determine the level of flood hazard preparedness across the state.

**HAZARD MITIGATION PLANNING – MULTIPLE CLIENTS IN STATE OF LOUISIANA (2010 – 2013)**

Matt developed multi-jurisdictional hazard mitigation plans for Caldwell, Concordia, Jackson, Lafayette, Lincoln, Morehouse, and Union parishes in Louisiana. He also developed a multi-jurisdictional hazard mitigation plan for town of Sterlington in Ouachita Parish, LA and developed an update for the State of Louisiana's Hazard Mitigation Plan.

**Frank Castro-Wehr has more than 30 years of experience with emergency management projects, including emergency preparedness and response activities, as well as experience with environmental engineering, assessment, and hazardous materials removal and remediation work.**

As a Director of Readiness and Resilience Programs for Witt O'Brien's, Frank provides technical expertise, project management, and consultation services to government, private and non-profit sector clients on emergency management, including preparedness, continuity, and response activities.

Frank has supported the planning, training, exercising, and evaluating of both public entity and private facility emergency programs.

**EMERGENCY MANAGEMENT PREPAREDNESS -- CALIFORNIA STATE UNIVERSITY SYSTEM, CA (2015 – PRESENT)**

Assisted in the development of the Business Continuity Plan for the Chancellor's Office, and incorporation of business continuity elements into the emergency management coordination structure of the Office. Developed and facilitated multiple tabletop exercise to use and expand on continuity plan implementation strategies.

**COUNTY OF SACRAMENTO CONTINUITY PROGRAM, SACRAMENTO, CA**

Managed a team that developed the COOP /COG plans for the County. Developed inter-connectivity matrices that supported the relocation and other strategies and ensured resources for essential function continuity were effectively managed. Worked with County Executives to establish a continuity coordination component that aligned with EOC operations in large scale events.

**CITY OF SACRAMENTO CONTINUITY PROGRAM, SACRAMENTO, CA**

Managed a team that developed the COOP /COG plans for the City, including annexes for the activation of continuity teams in all departments.

**HESS CORPORATION, HESS TOWER BUSINESS CONTINUITY PLANNING, HOUSTON, TX**

Developed a business continuity plan and process that would be activated in the case of an impact to the Houston headquarters building. Developed department and division plans that provided guidance for localized emergency, and emergency to satellite facilities that impacted the headquarters operations. Facilitated numerous planning workshops, and a training for senior leadership in plan implementation.

**PORTLAND COMMUNITY COLLEGE, BUSINESS CONTINUITY PLANNING, PORTLAND, OR**

Developed the continuity plan for all four colleges in the system and mapped the inter-connectivity between college campuses.

**FRANK CASTRO-WEHR**  
 SENIOR PLANNER/ANALYST –  
 EMERGENCY MANAGEMENT



**YEARS OF EXPERIENCE**

30 Years

**EDUCATION**

Graduate Theological Union,  
 Berkeley, California  
 MA, Philosophy and Theology.

University of Arkansas BS,  
 Chemical Engineering

**LICENCES/CERTIFICATIONS/TRAINING**

2015 Certification - Business  
 Continuity Institute (CBCI)

Homeland Security Exercise and  
 Evaluation Program (HSEEP)  
 Certified

California Specialized Training  
 Institute: Enhanced Exercise Design

FEMA Professional Continuity  
 Practitioner

US Department of Justice, FBI IED  
 Awareness

American Red Cross Shelter  
 Volunteer Course)

**Valarie Philipp is an Associate Managing Director at Witt O'Brien's with more than 20 years of experience in disaster preparedness, response, and FEMA Public Assistance (PA) recovery support.**

Valarie is a Professional Engineer (PE) and has assisted state, county, and municipal governments; health care providers; educational institutions; and non-governmental organizations (NGOs) with disaster preparedness, response, and recovery. She is a subject matter expert in FEMA PA grants management, procurement compliance, appeals resolution, and disaster closeouts. She also has extensive experience with debris monitoring. Most recently, Valarie has been responsible for the management and oversight of 10 disaster debris monitoring projects and 15 FEMA grants management projects resulting from Hurricane Irma that impacted Florida in September 2017. Valarie regularly assists governmental clients with annual contract procurement and maintenance activities, as well as disaster planning and all-encompassing FEMA program training initiatives.

Prior to joining Witt O'Brien's, Valarie served as FEMA Technical Assistance Contractor (TAC) from 2004 to 2006, where she performed building damage assessments, prepared cost estimates, developed Project Worksheets (PWs), managed building assessment teams, and served as the Deputy Public Assistance Coordinator (PAC) for debris operations for Hurricane Katrina in South Florida. She also worked as a structural engineer for Wiss, Janney, Elstner, and Associates, undertaking forensic investigations for repairs and litigation support.

#### **DISASTER RECOVERY SUPPORT, SCHOOL BOARD OF BROWARD COUNTY (SBBC), FLORIDA (2008 – PRESENT)**

Valarie directed SBBC's long-term recovery efforts after the various disasters that impacted the Broward County School District from 2004 to 2012. She oversaw the reconciliation and closeout of debris removal projects, emergency protective measures, and permanent work that totaled more than \$60 million. Valarie also assisted with gathering, reviewing, and compiling the relevant documentation for the final inspection and closeout of PWs, which involved identifying and pursuing more than \$9 million in unclaimed FEMA funds and project cost over-runs, as well as more than \$3 million in insurance benefits.

- When FEMA's Office of the Inspector General (OIG) conducted an audit of 32 of the School Board's projects, which were repairing \$15 million in damages, Valarie assisted by gathering and submitting supporting documentation. She also prepared formal appeals to FEMA to dispute adverse funding decisions. Most recently, she has supported efforts to comply with updates to the FEMA program guidelines including updating procurement policies and procedures to be in line with federal procurement regulations as well as implementing disaster expenditure recording procedures to capture damages through the County by department, location, and by FEMA category of work.

#### **VALARIE PHILIPP** GRANTS PROJECT MANAGER



#### **YEARS OF EXPERIENCE**

20 Years

#### **EDUCATION**

University of Florida  
MSCE – Master's, Structural Engineering

University of Florida  
B.S. – Civil Engineering

#### **LICENCES/CERTIFICATIONS**

Professional Engineer (PE):  
Florida and Georgia

#### **ADDITIONAL TRAININGS**

**FEMA Classroom Training:** Operations I, Cost Estimating Format, G-202 – Debris Management

**FEMA EMI Courses:** FEMA IS-008, FEMA IS-056, FEMA IS-100, FEMA IS-156, FEMA IS-200, FEMA IS-253, FEMA IS-279, FEMA IS-300, FEMA IS-318, FEMA IS-340, FEMA IS-386, FEMA IS-393, FEMA IS-400, FEMA IS-403, FEMA IS-547, FEMA IS-613, FEMA IS-631, FEMA IS-632, FEMA IS-700, FEMA IS-800, FEMA IS-801, FEMA IS-803



### **SUPERSTORM SANDY RECOVERY, BOROUGH OF ALLENDALE, NEW JERSEY (2013 – 2018)**

Valarie assisted the Borough of Allendale, New Jersey with their recovery efforts from Superstorm Sandy. She worked with the borough, state, and FEMA to prepare PWs and to prepare subsequent reimbursement requests and final closeout packages. She reviewed disasters that remained open prior to Sandy and prepared reports on their completeness to provide to the state to complete disaster closures.

- Recently, Valarie also prepared the Borough's FEMA project packages for Winter Storm Jonas that hit in February 2016.

### **LONG-TERM RECOVERY EFFORTS, FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), FLORIDA (2008 – 2015).**

Valarie assisted FDOT with recovery efforts from the Spring 2014 flooding that impacted North Florida. She had previously served as FDOT's PAC and helped the department perform closeout activities for 110 large PWs related to nine State-declared disasters from 2004-2008, which represented more than \$75 million in obligated funds. She assisted with final inspections, appeals, and grant reimbursements, and QA/QC services.

- Valarie also worked with FDOT districts in Southeastern Florida to compile supporting documents to ensure the successful allocation of obligated funding. She prepared and reviewed documentation to file Detailed Damage Inspection Reports (DDIRs) with the Federal Highway Administration (FHWA) for multiple jurisdictions throughout the Miami-Dade County area, which totaled more than \$8 million in federal disaster aid.
- Valarie assisted with the development of FEMA PA and FHWA emergency relief training materials for FDOT and other local government applications. She delivered training to more than 3,000 representatives and public officials.

### **LONG-TERM RECOVERY EFFORTS, CITY OF MIAMI, FLORIDA (2008 – 2012).**

Valarie provided oversight and guidance for the City of Miami's long-term recovery efforts. She assisted city staff with all aspects of the debris planning and preparation process, from project inception through disaster closure and financial audits. She also supported the final inspection and closeout of 27 large PWs that represented more than \$34 million in obligated funds. The majority of the PWs were related to debris removal and emergency protective measures.

- Valarie secured more than \$9.5 million in unclaimed obligated funds and cost overruns, which resulted in successful project closeouts. To secure the funds, Valarie collected, reviewed, and prepared all pertinent documentation from various City departments.
- Valarie also assisted the City in preparing a response to findings from an audit by FEMA's OIG. Her assistance led to the recovery of more than two-thirds of the \$3.8 million of funds in question. She worked with the City to complete a FEMA-approved Disaster Debris Management Plan and assisted during the bidding and contracting phases. She also helped select and approve a temporary debris management site and facilitated annual debris coordination meetings with City staff and contracted vendors.

### **RECOVERY EFFORTS, FLORIDA DIVISION OF EMERGENCY MANAGEMENT, FLORIDA (2006 – 2008).**

While working with FDEM, Valarie was responsible for recovery efforts in Miami-Dade County, which included 218 municipal and private non-profit organizations applying for more than \$560 million in federal funds. She oversaw the PA program activities for six State of Florida declared disasters, which impacted the Miami metro area in 2004 and 2005.



**RECOVERY EFFORTS, FLORIDA EMERGENCY MANAGEMENT AGENCY, FLORIDA (2004 – 2006).**

While working with FEMA, Valarie assisted Palm Beach County's (Florida) efforts to respond to Hurricanes Frances and Jeanne. She performed building damage assessments, prepared cost estimates, wrote PWs, and managed building assessment team members.

She also assisted applicants in Miami-Dade and Broward counties for both hurricanes Katrina and Wilma. During the recovery efforts in Miami-Dade and Broward counties, Valarie helped determine debris removal project eligibility and funding obligations. She also managed debris specialists and performed Quality Assurance and Quality Control (QA/QC) and helped resolve special projects.



**Paul Bustanji is a disaster recovery grants specialist with more than 15 years of direct experience in disaster recovery.**

He has deployed directly to disaster areas to support FEMA PA recovery efforts, including Hurricanes Michael and Irma in Florida and Superstorm Sandy in New Jersey. Under these projects he focuses on damage assessments and the collection, analysis, and documentation of disaster-related expenditures and force account costs. Paul's areas of expertise include, Disaster Recovery; Disaster Response; Public Assistance; 406 Hazard Mitigation; Project Management; Staff Management and Special Considerations.

Prior to joining Witt O'Brien's, Paul served as the principal communications engineer for URS Corporation, an engineering, design, and construction firm. During that time, he served as a senior electrical engineer for FEMA disaster recovery efforts in Texas and Louisiana. He deployed for Hurricanes Dolly, Ike, Katrina, and Rita, and as a member of PA specialist teams, he provided damage assessment and grant development for city, local, and state governments and institutions. Paul has an additional 15+ years of experience in communications systems design and product management.

**HURRICANE MICHAEL RECOVERY SUPPORT – BAY MEDICAL CENTER, FL (2019 – PRESENT)**

Paul serves as the PA specialists team lead serving the Center's recovery efforts from Hurricane Michael. As Bay Medical Center is the only regional cardiac health center in seven counties, the recovery work is focusing on in-patient bed capacity and restoration of clinical services and support systems. Paul and his

team are guiding the PA efforts for the client with FEMA and FL Department of Emergency Management.

**HURRICANE IRMA – MULTIPLE CLIENTS, FLORIDA (2017 – 2019)**

Paul served as a Public Assistance Specialist in support of response and recovery efforts for multiple disasters including Hurricane Irma in Florida. One of his main projects was with the City of Orlando to assess, document and submit damage assessment in coordination with FEMA PDMG. He developed cost summaries with contracted and force account work documentation for submittal to the FEMA Grants Portal. Paul worked with FLDEM to support reimbursement requests audits and RFIs.

**SUPERSTORM SANDY RECOVERY -- PASSAIC VALLEY SEWERAGE COMMISSION (2014 – 2016)**

Paul managed development and submittal of reimbursement requests for PVSC in Newark, NJ. He coordinated the collection, analysis and documentation of disaster related expenditures and force account costs to support PVSC recovery. Paul development special force account data analysis to support accurate accounting of labor and equipment hours related to response and recovery.

**SUPERSTORM SANDY RECOVERY -- NEW JERSEY DEPARTMENT EMERGENCY MANAGEMENT (2013-2014)**

Paul served several deployments in support of NJDEM response and recovery efforts in New Jersey for Hurricanes Sandy. He served as a member of the State Agency Liaison teams and provided damage assessment and grant review support for local and state governments and institutions in Ocean County.

**PAUL BUSTANJI**

SENIOR GRANTS MANAGEMENT  
CONSULTANT

**YEARS OF EXPERIENCE**

15 Years

**EDUCATION**

Western Michigan University  
B.S.- Electrical Engineering

**LICENCES/CERTIFICATIONS/TRAINING**

FEMA National Emergency  
Management Information System  
(NEMIS)

FEMA's Emergency Management  
Mission Integrated Environment  
(EMMIE). NIMS-compliant

**ADDITIONAL TRAINING**

**FEMA Courses:** IS-003, IS-010, IS-030.a, IS-100.b, IS- 100.HC.b, IS-120.a, IS-130, IS-139, IS-200.b, IS-200.HC.a, IS-208, IS-230, IS-235, IS-240, IS-241, IS-242, IS-244, IS-253, IS-288, IS- 292, IS-301, IS-302, IS-324, IS-346, IS-393.1, IS-546.a, IS-547.a, IS-630, IS-632.a, IS-700.a, IS-701.a, IS-800.b, IS-805, IS-808, IS-814, IS-860.c, IS-1900



### **PA-TAC DEPLOYMENTS -- FEDERAL EMERGENCY MANAGEMENT AGENCY (2005 – 2012)**

Prior to joining Witt O'Brien's, Paul supported FEMA's Public Assistance program under the Nationwide Infrastructure Support Technical Assistance Contract (NISTAC). His assignments included:

- **Hurricanes Katrina and Rita in Louisiana:** Served several deployments in support of FEMA response and recovery efforts for Katrina and Rita. He served as a member of the PA project specialist teams and provided damage assessment and grant development for local and state governments and institutions. Paul was also tasked with hazard mitigation project review and coordination of hazard mitigation plan technical development and submittal.
- **Hurricane Dolly in Texas:** Served as a member of the PA project specialist teams and provided damage assessment, grant development, and hazard mitigation for Local and State governments and institutions.
- **Hurricane Ike in Texas:** Deployed in support of FEMA response and recovery efforts. He served as a member of the PA project specialist teams and provided damage assessment and grant development for local and state governments and institutions. One institution was the University of Texas Medical Branch at Galveston, where he assisted their recovery efforts for nearly two years. The long-term recovery effort provided him with ample opportunity to contribute technical and institutional assistance. He also managed various Public Assistance (PA) and hazard mitigation projects and supervised the budgets of multiple recovery initiatives



**Lynne Storz is a FEMA Public Assistance program and debris monitoring specialist with more than 20 years of professional experience.**

Since joining Witt O'Brien's in 2004, Lynne has supported numerous FEMA PA programs and disaster recovery operations. She has provided technical assistance to local and state governments in the FEMA PA reimbursement process, including use of the FEMA PA New Model. She is experienced in preliminary damage assessments, project worksheet formulation, appeals, and project closeouts.

Lynne's experience includes managing disaster debris monitoring operations and providing statewide planning and training on FEMA debris regulations. Lynne also provides planning expertise in the development of disaster debris management plans for state and local governments.

Prior to joining Witt O'Brien's, Lynne managed an 11-city recycling program for Washington County, Oregon, where she developed and implemented waste reduction, curbside, yard debris, multi-family and commercial recycling programs for more than 400,000 area residents.

#### **DEBRIS PLANNING - CITY OF SAN JOSE, CA (2019 – PRESENT)**

As a Planner, Lynne is responsible for developing the City's Disaster Debris Management Plan for a worst-case earthquake scenario. She is working with five departments to develop the roles and responsibilities of each department and provide the operational guidance necessary to provide effective recovery of the City.

#### **FEMA PUBLIC ASSISTANCE SUPPORT -- MOREHEAD CITY, NC (2018 – PRESENT)**

As Project Manager, Lynne is responsible for providing FEMA

Public Assistance program technical assistance and project formulation for 14 projects. These projects included historic cemeteries repair / restoration and hazardous tree removal. Lynne is performing this work under the FEMA PA New Model utilizing the FEMA grants portal for the Town's projects.

#### **FEMA PUBLIC ASSISTANCE SUPPORT -- HAVELOCK, NC (2018 – PRESENT)**

As Project Manager, Lynne is responsible for providing FEMA Public Assistance program technical assistance and project formulation for Hurricane Florence. She is performing this work under the FEMA New Model utilizing the FEMA grants portal for the City's projects.

#### **FEMA PUBLIC ASSISTANCE SUPPORT -- OAKLAND PARK, FL (2017 – PRESENT)**

As a Public Assistance Coordinator, Lynne is providing FEMA Public Assistance program technical assistance, and project formulation for 24 projects resulting in \$2.4 million in cost recovery. She is using the FEMA New Model implemented in the online Grants Portal for these projects.

#### **SUPERSTORM SANDY FEMA PA SUPPORT -- NEW JERSEY OFFICE OF EMERGENCY MANAGEMENT (2012-2014)**

Lynne worked with 25 New Jersey state agencies, primarily the New Jersey Department of Transportation (NJDOT), providing technical assistance to the agencies in the FEMA PA program following Superstorm

## **LYNNE STORZ**

SENIOR GRANTS MANAGEMENT  
CONSULTANT

### **YEARS OF EXPERIENCE**

20 Years

### **EDUCATION**

#### **Portland State University**

Master of Urban and Regional Planning

#### **Portland State University**

Bachelor of Science, Sociology

### **LICENCES/CERTIFICATIONS/TRAINING**

FEMA Classroom Training G-318 (Mitigation Planning), NIMS ICS 300 (Intermediate ICS for Expanding Incidents), NIMS ICS 400 (Advanced ICS)

### **AREAS OF EXPERTISE**

- Project management
- Debris operations
- Planning
- Training
- Preliminary damage assessments
- Grant management

### **ADDITIONAL TRAINING**

**FEMA Courses:** IS-001, IS-003, IS-026, IS-100, IS-120, IS-130, IS-200, IS-253, IS-393, IS-403, IS-546, IS-547, IS-548, IS-559, IS-630, IS-631, IS-632, IS-700, IS-800, IS-801, IS-802, IS-803, IS-804, IS-805, IS-806, IS-807, IS-808, IS-809, IS-810, IS-811, IS-812, IS-813, IS-814



Sandy. For NJDOT's approximately \$30m in PA claims, she provided technical assistance, including Project Worksheets (PW) formulation, reimbursement requests, time extensions, and quarterly reports.

#### **HURRICANE ISAAC RECOVERY SUPPORT -- LAFOURCHE PARISH, LA (2012)**

Lynne provided oversight of debris monitoring operations for Lafourche Parish, Louisiana, during the recovery efforts from Hurricane Isaac in 2012. She also provided the Parish with technical assistance with the FEMA PA Program and was responsible for ensuring compliance with Louisiana Department of Environmental Quality reporting requirements.

#### **DISASTER RECOVERY SUPPORT -- STATE OF NEW JERSEY (2011)**

Lynne assisted the State of New Jersey in the response to Hurricane Irene and performed preliminary damage assessments in coordination with the New Jersey State Police and local government entities.

#### **DEBRIS MANAGEMENT PLANNING – VARIOUS CLIENTS (2007-PRESENT).**

For various clients, Lynne has been responsible for developing disaster debris management plans based upon individual client requirements. Each plan was prepared after consultation with the client and the participating departments that are involved in the debris removal project. Planning efforts typically involved discussion with outside agencies (state and federal governments and/or agencies) and private entities, as required, and discussion and coordination with the internal departments ranging from public works, solid waste, transportation, planning, GIS, finance/accounting (grants management) to environmental resources and historic preservation. Plan development has been performed for the following local, state, and tribal governments: Seminole Tribe of Florida; State of Maine; City of Fernandina Beach, Florida; Broward Health Hospital, Florida; City of Alexandria, Louisiana; City of North Miami, Florida; Cooper City, Florida; Town of Davie, Florida; Florida Department of Transportation; and the City of Savannah, Georgia.

#### **LONG-TERM DISASTER RECOVERY -- FLORIDA DEPARTMENT OF TRANSPORTATION (2007-2013)**

As a Senior Consultant and Project Manager, Lynne provided long-term disaster recovery, emergency management, and planning expertise to the Florida DOT. She provided technical assistance and planning to local governments in the areas of FEMA PA and FHWA Emergency Relief programs. In this role, she served as Public Assistance Coordinator (PAC) for the FDOT and oversaw project closeout, appeals and project worksheet formulation. Lynne assisted in securing approximately \$100 million in grant reimbursement for the FDOT, assisting more than 80 local governments with preparing documents for Detailed Damage Inspection Reports (DDIR), which were submitted to the FHWA for reimbursement. Lynne also managed the development of FDOT's statewide debris management plan, which was approved by FEMA Region IV and also developed seven district Debris Operations Plans, as well as the development and delivery of training on the implementation of those plans. Lynne also assisted in the development of FEMA PA and FHWA Emergency Relief training, which was delivered to more than 2,000 local government personnel in Florida.

#### **MULTI-CITY RECYCLING MANAGER -- WASHINGTON COUNTY, OR (1991-2002)**

Prior to joining Witt O'Brien's, Lynne served as the Solid Waste Management Coordinator, managing an 11-city recycling program. This effort involved developing and implementing waste reduction, curbside, yard debris, multi-family and commercial recycling programs for more than 400,000 area residents. Her fields of expertise include program administration and management, program planning, facility capacity (landfill/materials recovery) planning, public policy development, program development and implementation, ordinance development, rate regulation, and franchise negotiation.



**Jim Crouch is an environmental and historic preservation specialist with more than 20 years of experience. He has extensive experience with the Robert T. Stafford Disaster Relief and Emergency Assistance Act and with Public and Individual Assistance Programs. He has worked to expedite and unify interagency review processes to ensure compliance with environmental and historic requirements under federal law relating to disaster recovery projects, as well as to streamline the recovery process, consistent with applicable law.**

His responsibilities include coordinating environmental and historic reviews to accelerate planning and decision-making for disaster recovery projects, which can improve federal assistance to states, local and tribal governments, communities, families, and individual citizens as they recover from disasters. He provides environmental and historic preservation technical assistance to FEMA staff, local, state, and federal partners, and grantees, and sub-grantees. Jim also has expertise in grants management, particularly in Category B claims.

**HURRICANE MATTHEW DISASTER RECOVERY SERVICES, SAVANNAH, GA (2017-PRESENT)**

Jim is a Public Assistance Officer performing grants management functions to assist the city with its recovery from 2016 Hurricane Matthew. He is assisting with the preparation of the Category B Force Account labor claims with the Fire and Police Departments as well as with other departments as necessary. He will also be supporting historic preservation efforts due to damage to many areas in the city of historical significance.

**HURRICANE MICHAEL RECOVERY SUPPORT, BAY MEDICAL CENTER, FL (2019- PRESENT)**

Jim worked as part of a team to serve the Public Assistance needs of a large regional hospital while helping to keep it open to serve the medical needs of the immediate region. The team worked with Bay Health Foundation and the FEMA Program Delivery Manager to identify eligible work and develop the Damage Inventory. Jim assisted with development of Damage Description and Dimensions (DDD), project scope, and cost summaries, as well as identifying hazard mitigation opportunities and Alternate/Improved Projects.

**HURRICANE HARVEY RECOVERY SUPPORT, CLEAR BROOK MUNICIPAL UTILITY DISTRICT, TX (2017-PRESENT)**

Jim performed Public Assistance support for a utility district (primarily water) in suburban Houston. He worked closely with FEMA Program Delivery Manager and Clear Brook MUD staff to identify eligible projects (Debris Removal, Emergency Protective Measures and Permanent Work) and develop scopes of work and cost summaries. Once projects were obligated, he worked with Texas Department of Emergency Management to request reimbursement and project close out.

**ENVIRONMENTAL & HISTORICAL PRESERVATION SME, STATES OF LOUISIANA AND NEW JERSEY (2011 – 2015)**

Prior to joining Witt O'Brien's, Jim provided environmental and historic preservation expertise to hazard mitigation grant program projects related to disaster impacted areas following Hurricanes Katrina, Rita, and Sandy.

**JAMES (JIM) CROUCH**

PUBLIC ASSISTANCE COORDINATOR

**YEARS OF EXPERIENCE**

20 Years

**EDUCATION**

Tulane University, *M.S.*, Architecture.

Austin Peay University, *B.A.*, English, Art History.

**TRAININGS/CERTIFICATIONS**

FEMA EMI Courses: FEMA IS-100.b, FEMA IS-200.b

**AREAS OF EXPERTISE**

- Public Assistance
- Grants Management
- Independent Assistance
- Emergency Management
- Category B Force Account Labor Claims



### **HISTORIC BUILDING RECOVERY GRANT PROGRAM OFFICER, LOUISIANA DIVISION OF HISTORIC PRESERVATION (2010 – 2011)**

Following Hurricanes Katrina and Rita, Jim provided project management for grantees receiving National Park Service (NPS) funds for historic buildings damaged by the storms and ensured that work completed met NPS standards and financial statements were in order. His other duties included determining eligibility for grant funding and mitigation of problem projects, including Section 106 review. In addition, he authored articles outlining historic preservation concerns at the program that were published by Preservation in Print and linked to the National Council of State Historic Preservation Officers and the American Institute of Architects websites. This led to invitations to lecture at the Preservation Resource Center.

### **HISTORIC PRESERVATION SUPPORT FOR HMGP, LOUISIANA OFFICE OF COMMUNITY DEVELOPMENT (2009 – 2011)**

Jim provided historic preservation support to the Louisiana Hazard Mitigation Grant Program (HMGP) for the Office of Community Development (OCD). His primary duty was to represent OCD interests in helping develop a state-specific programmatic agreement for the Louisiana HMGP. Other duties included coordinating data with FEMA EHP staff and supervising data gathering required for Section 106 Consultation.

### **PA-TAC STANDING STRUCTURE TEAM LEAD, FEMA (2006 – 2007)**

Under a PA-TAC contract, Jim managed a staff of state historic preservation specialists reviewing public assistance and hazard mitigation projects. His duties included assignment and tracking of project review and oversight of all SHPO consultation related to standing structures, as well as individual project work.

### **PA-TAC ARCHITECTURAL HISTORIAN, FEMA (2005 – 2006)**

Under this Nationwide Infrastructure Support Technical Assistance Contract (NISTAC), Jim assisted PA project officers on projects in Orleans Parish. He attended kick-off meetings and site visits with project officers, giving guiding for NHPA compliance with detailed site visit notes combining technical knowledge and knowledge of local architectural history with an understanding of the programmatic agreement between FEMA and the Louisiana SHPO. His Section 106 responsibilities included determination of National Register eligibility on numerous properties, writing SHPO and tribal consultation, often in conjunction with FEMA archaeologists. Major applicants assigned were Orleans Parish Justice (police, fire department, and criminal sheriff), the Housing Authority of New Orleans (HANO), and the Orleans Levee District, as well as numerous private, non-profit (PNP) applicants.



**Shaletha Smith is a FEMA Public Assistance disaster recovery specialist with nearly 15 years of experience, focusing on the close-out process.**

In support of FEMA PA projects, Shaletha works with clients to validate and verify funding authorizations and expenditures. In support of Hurricane Irma disaster recovery, she currently assists clients in preparing damage documentation for uploading into the FEMA Grants Portal and working with clients to expeditiously resolve program-related needs. Shaletha also has expertise in the FEMA closeout process, having supported closeout for both New Jersey and Louisiana. As a close-out specialist, she works with clients to certify that recovery work was completed, appeals were resolved, eligible costs were reimbursed, and all costs were properly documented. She conducts final reviews of all submitted documentation, prepares and recommends final grant versions before closeout, and advises applicants of grant management and audit requirements. Prior to joining Witt O'Brien's, Shaletha worked with the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) as a financial and closeout specialist.

**DISASTER RECOVERY SUPPORT, SCHOOL BOARD OF BROWARD COUNTY (SBBC) AND TOWN OF DAVIE, FLORIDA (2018 – PRESENT).**

As a Disaster Recovery Specialist for SBBC and Town of Davie, Shaletha has been responsible for working closely with the FEMA Project Delivery Manager (PDMG) and the clients to coordinate effective, efficient and accurate delivery of federal funding resulting from Hurricane Irma. Tasks include:

- Gathering all required documentation and summarizing the client's damages to upload in FEMA Grants Portal to enable FEMA PDMG to write grants so that the client's facilities can be returned to their pre-disaster condition as soon as possible.
- Identifying the eligible damage caused by Hurricane Irma, documenting the extent and type of damage, determining the scope of work to repair the damage and documenting actual cost.
- Working with the client to resolve their program related needs, ensuring projects are processed as efficiently and expeditiously as possible and ensuring that recovery priorities and program eligibility requirements are communicated.

**DISASTER RECOVERY SUPPORT -- NEW JERSEY DEPARTMENT OF EMERGENCY MANAGEMENT (2013 - 2017)**

In support of Superstorm Sandy recovery, Shaletha supported the FEMA PA process as Closeout Lead, Disaster Recovery Specialist, and Closeout Specialist. In the first two positions, she was responsible for validating and verifying funding authorizations and expenditures by analyzing financial reports for accuracy and determinations of potential obligations or de-obligations of federal funding. As a Closeout Specialist, she conducted final reviews of all submitted invoices, contracts, procurement packages, and

**SHALETHA SMITH**

PUBLIC ASSISTANCE COORDINATOR

**YEARS OF EXPERIENCE**

15 Years

**EDUCATION**

Northwestern State University  
B.S. – Business Administration

**TRAINING**

FEMA's Emergency Management  
Mission Integrated Environment  
(EMMIE)

FEMA's National Emergency  
Management Information System  
(NEMIS)

**TECHNICAL EXPERTISE**

- Public Assistance Grants Management
- Public Closeout
- Public Assistance Finance

**TRAINING**

**FEMA EMI Courses:** FEMA IS-5.A, FEMA IS-100, FEMA IS-101.C, FEMA IS-200, FEMA IS-235.B, FEMA IS-700, FEMA IS-800.A, FEMA IS-253, FEMA IS-631

IS-00800.A (NRP) an Introduction

IS-00253 Coordinating Environmental & Historic Preservation Compliance

IS-00631 Public Assistance Operation

FEMA's Emergency Management Mission Integrated Environment (EMMIE)

FEMA's National Emergency Management Information System (NEMIS)



other closeout documentation. She prepared and recommended final grant versions before closeout, and advised applicants of grant management and audit requirements, as described in federal regulations. She monitored and maintained allowable grant costs as submitted by applicants and provided weekly reports of closeout activities and final inspection reports submitted to FEMA.

**DISASTER RECOVERY SUPPORT – LOUISIANA GOVERNOR’S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS (GOHSEP) (2006 - 2013)**

Prior to joining Witt O'Brien's Shaletha served as the Closeout Lead and Disaster Recovery Specialist for GOHSEP. Her responsibilities included certifying that all recovery work was completed, appeals were resolved, and all eligible costs were reimbursed. In addition, she was responsible for closing projects and auditing reports by determining if each sub-grantee met eligibility requirements and documentation standards according to federal and state regulations. She also provided applicants with clear, accurate information regarding FEMA/State disaster recovery programs, and performed payment reconciliation to ensure accuracy and request refund for de-obligated funds. Shaletha entered payment vouchers for electronic payment to applicants affected by disasters into Louisiana.com.



**Evan Rosenberg is a disaster recovery and legal expert with more than 10 years of experience in assisting state and local clients with federal disaster recovery programs.**

Evan has served on the US Virgin Islands Recovery team for Hurricanes Irma & Maria, providing expert assistance in FEMA Public Assistance (PA) and Individual Assistance (IA), as well as HUD's Community Development Block Grant – Disaster Recovery (CDBG-DR). Prior to joining Witt O'Brien's, he served as the Division lead for all Recovery Operations for the Florida Division of Emergency Management including four new Presidentially declared events, as well as for over 20 previously declared Presidential disasters during his term. Over the course of his career, he has overseen the administration of more than \$5.5 billion in recovery funding.

In addition to performing and overseeing disaster recovery services, Evan is a higher education instructor, providing guidance and mentorship to future emergency management practitioners. Previously, Evan worked for 10 years in engineering management which he uses to inform his emergency management studies and approach.

#### **DISASTER RECOVERY CONSULTING – US VIRGIN ISLAND (2018 – PRESENT)**

Evan serves as part of the leadership team for the USVI recovery efforts after hurricanes Irma and Maria. He has served as a subject matter expert in FEMA IA and PA and HUD CDBG-DR. He also served as the Legal Services SME and Reports and Analytics Lead.

#### **AFFORDABLE HOUSING -- FLORIDA HOUSING FINANCE CORPORATION (2017 –2018)**

Prior to joining Witt O'Brien's, Evan served as the Deputy Director of Multifamily Development for the Florida Housing Finance Corporation. He was the legal SME supporting the allocation of approximately \$100 million annually in federal Low- Income Housing Credits and State loan/bond funds and assisted with the development and preservation of affordable housing

within the State. He developed competitive proposals for fund allocation, as well as scoring schematics and assignments for such competitive housing allocations, both disaster and non-disaster.

#### **DISASTER RECOVERY -- FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FLDEM) (2009 –2017)**

While employed by FLDEM in several high-level positions, Evan provided leadership and results for disaster recovery initiatives. He developed a change management process within the Bureau of Recovery to address adaptability of state transparency statues and DHS-OCFO funding determinations. He was responsible for responding to State and DHS-OIG audits of the Florida Recovery Program. Evan also provided oversight for the state Public Assistance teams that worked with FEMA to close out over 600 Projects Worksheets (PWs) on older events, totaling more than

#### **EVAN ROSENBERG**

SME APPEALS SPECIALIST

#### **YEARS OF EXPERIENCE**

26 Years

#### **EDUCATION**

Florida State University  
Juris Doctor, Law  
M.S.- Urban and Regional Planning

University of Maryland  
B.S.- Aerospace Engineering and Mathematics

#### **LICENCES/CERTIFICATIONS/TRAINING**

- State of Florida Certified Contract Manager
- Florida Real Estate Sales License
- FEMA Advanced EM Academy
- FEMA L962 – All Hazard Plans Section Chief
- FEMA L958 – All Hazards Ops Section Chief
- FEMA Advanced Professional Series
- FEMA Professional Series
- ICS-100, 200, 700, 800

#### **PROFESSIONAL AFFILIATIONS**

- Florida Governor's Hurricane Conference, Member – Board of Directors (2013 – 2017)
- National Emergency Management Association, Recovery Subcommittee Chair (2014 –2016)
- Florida State Employee's Charitable Campaign, Division/Agency Chair (2013 – 2016)

\$50MM. He integrated the Recovery Support Functions (RSFs) into operational plans for both Emergency Operations Center (EOC) and Joint Field Office (JFO) Operations. He has stepped up as EOC/JFO Operations Chief for disaster events, including Tropical Storm Debby and Hurricane Isaac. Evan has managed staff across PA, IA, CDBG-DR, and Special Considerations units in response to ongoing disasters and to closeout previous disasters. Evan acted as the Stafford Act Appeals Officer for a short time during his tenure with FLDEM, writing approximately 300 appeals with an estimated recoupment of \$20MM for the affected local governments and state agencies.

**EMERGENCY MANAGEMENT COURSES -- AMERICAN PUBLIC UNIVERSITY SYSTEM (2012 – PRESENT)**

Evan teaches in the School of Homeland Security's Emergency Management Program. His courses include Emergency Management Theory, Research Methods, Mitigation & Resilient Communities, Economics of Disaster, and Emergency Management Law.

**DISASTER MANAGEMENT COURSES -- FLORIDA STATE UNIVERSITY CENTER FOR DISASTER RISK POLICY URBAN PLANNING DEPARTMENT (2006 –2011)**

Evan developed and taught four courses on Risk Management and Recovery in Disaster for both undergraduate and graduate level studies. He also assisted the Urban Planning Research Lab with the preparation of ordinances and policy documents and taught courses in Growth Management and Environmental Planning.

**ENGINEERING MANAGEMENT (1991 – 2002)**

Prior to disaster recovery, Evan's career focused on using computer-aided design, in-field site surveys, and network optimization in the telecommunications field. Evan was an engineer responsible for the design, construction, and performance of cellular and wireless networks. He went on to supervise engineering departments in relation to network planning, overseeing 10 in-house engineers and a network of over 100 regional installation and maintenance contractor teams nationwide.