



Certified:

E-114-20

E-114-20

NIFS ID:CQEM20000003 Department: Emergency Management**Capital:**

SERVICE: On-Call Disaster Management Services

Contract ID #:CQEM20000003

NIFS Entry Date: 22-JUL-20

Term: from 01-SEP-20 to 31-AUG-25

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: Hagerty Consulting	Vendor ID#: 37-1431085
Address: 1618 Orrington Avenue, Suite 201 Evanston, IL 60201	Contact Person: Katie Freeman
	Phone: 847 492 8454

Department:
Contact Name: Susan Park
Address: NCOEM 510 Grumman Road West Bethpage, NY 11714 Phone: 516 573 9642

Routing Slip

Department	NIFS Entry: X	23-JUL-20 -- SPARK
Department	NIFS Approval: X	23-JUL-20 -- SPARK
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	23-JUL-20 -- CNOLAN
OMB	NIFS Approval: X	23-JUL-20 -- NGUMIENIAK
County Atty.	Insurance Verification: X	23-JUL-20 -- NSARANDIS
County Atty.	Approval to Form: X	23-JUL-20 -- JDELLE

CPO	Approval: X	23-JUL-20 -- KOHAGENCE
DCEC	Approval: X	24-JUL-20 -- JCHIARA
Dep. CE	Approval: X	24-JUL-20 -- TFOX
Leg. Affairs	Approval/Review: X	27-JUL-20 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Nassau County needs one or more On-Call Disaster Management Services consultants to guide its various Departments, Offices and Agencies in navigating, applying to and managing recovery programs to optimally gain reimbursement funding from New York State and federal grant. Alongside the management and administrative support of recovery reimbursement mechanisms, On-Call Disaster Management Services may include capital project management and/or related grant management services for such projects. At this current time, On-Call Disaster Management Services is needed to assist with finalizing reimbursement for efforts in response to and recovery from the COVID-19 pandemic, and any other disaster conditions that may put at risk life, health, safety and essential public services.

The County's current On-Call Disaster Management Services contract with CG-3PL, whose sub-contractor, Ardurra Consulting, is currently managing the County's applications to recovery funding sources, is expiring in August 2020. Therefore the County is looking to contract with one or more On-Call Disaster Management Services consultants as soon as possible to ensure continuity of the County's recovery reimbursement initiatives.

Method of Procurement: Notice of the RFP was posted on the Nassau County Bid Solicitations Board (<https://app.nassaucountyny.gov/Purchasing/eProc/>) on April 30, 2020. Notice of the RFP was automatically sent out to 166 vendors via Nassau County's WebProcure system. Concurrently, on April 30, 2020, notice of the RFP was posted on New York State Contract Reporter, where it was viewed by 371 vendors. Notice of the RFP was also advertised in Newsday on April 30, 2020.

Procurement History: On the RFP due date, May 15, 2020, OEM had received 24 bid packages. The bids were handled as per County guidelines with a formal committee reviewing the responses. After thorough evaluation, Hagerty, along with CG-3PL and KPMG were selected as the most responsible bidders.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: The maximum amount for the contract is \$3,750,000 for a five year term. However, no encumbrance is needed for this contract. Encumbrances will be requested with specific Task Orders for which this vendor is selected.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	COV					
Control:	10	Revenue		01	ESCOV1109DEER	\$ 0.01

Resp:	1109/2109
Object:	DE
Transaction:	ERC
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

Contract:	
County	\$ 0.00
Federal	\$ 0.02
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 0.02

	C	
02	ESCOV2109DEER	\$ 0.01
	C	
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 0.02

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF EMERGENCY MANAGEMENT, AND HAGERTY CONSULTING

WHEREAS, the County has negotiated a personal services agreement with Hagerty Consulting to provide on-call disaster recovery planning and management services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the agreement with Hagerty Consulting.



Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Hagerty Consulting

2. Dollar amount requiring NIFA approval: \$3750000

Amount to be encumbered: \$.02

This is a New

If new contract - \$ amount should be full amount of contract

If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 5 years

Has work or services on this contract commenced? N _____

If yes, please explain:

4. Funding Source:

X General Fund (GEN)	Grant Fund (GRT)	Federal % 100
Capital Improvement Fund (CAP)		State % 0
Other		County % 0

Is the cash available for the full amount of the contract? Y

If not, will it require a future borrowing? N

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Nassau County needs one or more On-Call Disaster Management Services consultants to guide its various Departments, Offices and Agencies in navigating, applying to and managing recovery programs to optimally gain reimbursement funding from New York State and federal grant. Alongside the management and administrative support of recovery reimbursement mechanisms, On-Call Disaster Management Services may include capital project management and related grant management services for such projects. At this current time, On-Call Disaster Management Services is needed to assist with finalizing reimbursement for efforts in response to and recovery from the COVID-19 pandemic, and any other disaster conditions that may put at risk life, health, safety and essential public services.

The County's current On-Call Disaster Management Services contract with CG-3PL, whose sub-contractor, Ardurra Consulting, is currently managing the County's applications to recovery funding sources, is expiring in August 2020. Therefore the County is looking to contract with one or more On-Call Disaster Management Services consultants as soon as possible to ensure continuity of the County's recovery reimbursement initiatives.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN

23-JUL-20

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Hagerly Consulting

CONTRACTOR ADDRESS: 1618 Orrington Avenue, Suite 201, Evanston, IL 60201

FEDERAL TAX ID #: 37-1431085

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☒ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on April 30, 2020 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, County Website, NYSCR [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on May 15, 2020 [date]. 24 [state #] proposals were received and evaluated. The evaluation committee consisted of: 6 people from the County Executive's Office, Police Department, Office of Management and Budget, Office of Emergency Management and Department of Public Works (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Department Head Signature


Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 07/21/2020

1) Proposer's Legal Name: Hagerty Consulting, Inc.

2) Address of Place of Business: 1618 Orrington Avenue, Suite 201

City: Evanston State/Province/Territory: IL Zip/Postal Code: 60201

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 14-352-9720

5) Federal I.D. Number: 37-1431085

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

YES ☐ NO ☒ If yes, please provide details:

8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☐ NO ☒ If yes, please provide details:

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any
sanction imposed as a result of judicial or administrative proceedings with respect to any professional license
held?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable
federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all
questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the
questionnaire.

17 Conflict of Interest:

- a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly
state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict
of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict of interest exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may
create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau
County.

No conflict of interest exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a
conflict of interest in acting on behalf of Nassau County.

No conflict of interest exists.

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Hagerty collaborates with our clients to determine actual or perceived conflicts. In the event that we identify a potential conflict, our project leaders would work directly with the County to address or mitigate that conflict.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

07/12/2002

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Hagerty is an S-Corporation, owned 100% by the firm's founder, President, and Chief Executive Officer, Stephen H. Hagerty. His address is: 6 Milburn Place Evanston, IL 60201

No individuals with a financial interest in the company have been attached..

- iii) Name, address and position of all officers and directors of the company. If none, explain.

Please see attached.

No officers and directors from this company have been attached.

1 File(s) Uploaded: Hagerty Corporte Leadership.docx

- iv) State of incorporation (if applicable);

IL

- v) The number of employees in the firm;

250

- vi) Annual revenue of firm;

36800000

- vii) Summary of relevant accomplishments

Since Hagerty's founding, our professionals have rapidly deployed and supported the largest and most complex recovery efforts in the United States (US), including, but not limited to, the September 11th, 2001 terrorist attacks; the 2004 Florida Hurricanes (Charley, Frances, Ivan, and Jeanne); hurricanes Katrina and Rita; the Deepwater Horizon oil spill; Hurricane Sandy; the 2017 winter floods and wildfires in California; Hurricane Maria; Hurricane Michael; and the Camp, Woolsey, and Hill wildfires.

Our organizational structure consists of two Divisions: Disaster Recovery and Preparedness. These Divisions combine to support clients where workstreams fulfill needs like traditional emergency management staff augmentation at the JFO; emergency operations planning and hazard mitigation planning; strategic advisory support through RSFs; training and exercises; and recovery grant development and management. We call this the One Hagerty approach.

viii) Copies of all state and local licenses and permits.

1 File(s) Uploaded: GoodStandingPdf2020.pdf

B. Indicate number of years in business.

18

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Hagerty is entirely focused on emergency management and homeland security projects for our clients.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Saratoga County, New York		
Contact Person	Michael R. Stanley		
Address	25 W High Street		
City	Ballston Spa	State/Province/Territory	NY
Country	US		
Telephone	(518) 885-2232		
Fax #			
E-Mail Address	MStanley@saratogacountyny.gov		

Company	New York City Emergency Management		
Contact Person	Heather Rotier		
Address	165 Cadman Plaza East		
City	Brooklyn	State/Province/Territory	NY
Country	US		
Telephone	(718) 422-8906		
Fax #			
E-Mail Address	hroier@oem.nyc.gov		

Company	Alabama Emergency Management Agency		
Contact Person	Robert W. Baylis		
Address	5895 Country Road 41		
City	Clanton	State/Province/Territory	AL
Country	US		
Telephone	(205) 280-2453		
Fax #			
E-Mail Address	Robert.Baylis@ema.alabama.gov		

I, Katie Freeman , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Katie Freeman , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Hagerty Consulting, Inc.

Electronically signed and certified at the date and time indicated by:
Katie Freeman [KATIE.FREEMAN@HAGERTYCONSULTING.COM]

Director of Operations
Title

07/21/2020 01:03:52 PM
Date

Name and Position Office Address

Stephen H. Hagerty, Chief Executive Officer, 1618 Orrington Ave., Suite 201, Evanston, IL 60201

Brock Long, Executive Chairman, 200 1st Street NW, Suite 501, Hickory, NC 28601

Bradley Grining, Chief Operating Officer, 1618 Orrington Ave., Suite 201, Evanston, IL 60201

Katie Freeman, Director of Operations, 1618 Orrington Ave., Suite 201, Evanston, IL 60201

Keith King, Director of Finance and Accounting, 1618 Orrington Ave., Suite 201, Evanston, IL 60201

April Geruso, Director of Resilience, 2904 Swisher Street, Suite 100, Austin, TX 78705

Amelia Muccio, Director of Mitigation, 222 Broadway, 19th Floor, New York City, NY 10039

Cristine McCombs, Regional Client Services Director, 222 Broadway, 19th Floor, New York City, NY 10039

Kyle McPhee, Director of Preparedness Programs 1618 Orrington Ave., Suite 201, Evanston, IL 60201

Mark O'Mara, Director of Recovery, 222 Broadway, 19th Floor, New York City, NY 10039

Gisele Parry, Regional Client Services Director, 740 6th Street NW 3rd Floor, Washington, DC 2001

Jessi Nalepa, Director of Communications, 740 6th Street NW 3rd Floor, Washington, DC 2001

Brian Baker, Vice President, 740 6th Street NW 3rd Floor, Washington, DC 2001

Matt Hochstein, Vice President, 740 6th Street NW 3rd Floor, Washington, DC 2001

Anthony Trasatti, Vice President, 222 Broadway, 19th Floor, New York City, NY 10039

Jeff Bosker, Vice President, 222 Broadway, 19th Floor, New York City, NY 10039

Garrett Ingoglia, Vice President, 222 Broadway, 19th Floor, New York City, NY 10039

Dennis Gonzalez, Director of Community Development Block Grant (CDBG) Operations, 1618 Orrington Ave., Suite 201, Evanston, IL 60201



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

HAGERTY CONSULTING, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JULY 11, 2002, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 18TH
day of JULY A.D. 2020 .

Jesse White

SECRETARY OF STATE

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Stephen Hagerty
Date of birth:
Home address:
City: State/Province/Territory: Zip/Postal Code:
Country: US

Business Address: 1618 Orrington Avenue, Suite 201
City: Evanston State/Province/Territory: IL Zip/Postal Code: 60201
Country: US
Telephone: (847) 492-8454

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>07/12/2002</u>	Treasurer	<u>07/12/2002</u>
Chairman of Board	<u>07/12/2002</u>	Shareholder	<u>07/12/2002</u>
Chief Exec. Officer	<u>07/12/2002</u>	Secretary	<u>07/12/2002</u>
Chief Financial Officer	<u> </u>	Partner	<u>07/12/2002</u>
Vice President	<u> </u>		
(Other)	<u> </u>		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

100% owner.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Stephen H. Hagerty , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Stephen H. Hagerty , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Hagerty Consulting, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Stephen H. Hagerty [STEVE.HAGERTY@HAGERTYCONSULTING.COM]

President

Title

07/21/2020 01:09:01 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Bradley R. Grining
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US

Business Address: 1618 Orrington Ave, Suite 201
City: Evanston State/Province/Territory: IL Zip/Postal Code: 60201
Country: US
Telephone: 847-492-8454

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Other	Chief Operating Officer	07/07/2014

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Bradley R. Grining , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Bradley R. Grining , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Hagerty Consulting, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Bradley R. Grining [BRAD.GRINING@HAGERTYCONSULTING.COM]

Chief Operating Officer

Title

07/21/2020 01:12:39 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: William Brockmann Long
Date of birth:
Home address:
City: State/Province/Territory: Zip/Postal Code:
Country: US

Business Address: 200 1st Street NW Suite 501
City: Hickory State/Province/Territory: NC Zip/Postal Code: 28601
Country: US
Telephone: 3346521450

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<input type="text"/>	Treasurer	<input type="text"/>
Chairman of Board	<input type="text"/>	Shareholder	<input type="text"/>
Chief Exec. Officer	<input type="text"/>	Secretary	<input type="text"/>
Chief Financial Officer	<input type="text"/>	Partner	<input type="text"/>
Vice President	<input type="text"/>		
(Other)	<input type="text"/>		

Type	Description	Start Date
Other	Executive Chairman	05/06/2019

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, William Brockmann Long , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, William Brockmann Long , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Hagerty Consulting, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

William Brockmann Long [BROCK.LONG@HAGERTYCONSULTING.COM]

Executive Chairman

Title

07/21/2020 03:34:08 PM

Date



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES ☐ NO ☒ If yes, to what campaign committee?

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:
Katie Freeman [KATIE.FREEMAN@HAGERTYCONSULTING.COM]

Dated: 07/21/2020 12:43:10 PM

Vendor: Hagerty Consulting, Inc.

Title: Director of Operations

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Hagerty Consulting, Inc.

Address: 1618 Orrington Avenue

City: Evanston State/Province/Territory: IL Zip/Postal Code: 60201

Country: US

2. Entity's Vendor Identification Number: 37-1431085

3. Type of Business: Other (specify) S Corporation

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded Principal.docx

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

Stephen H. Hagerty, President

No shareholders, members, or partners have been attached to this form.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Katie Freeman [KATIE.FREEMAN@HAGERTYCONSULTING.COM]

Dated: 07/21/2020 12:46:50 PM

Title: Director of Operations

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Stephen H. Hagerty, President



CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of Emergency Management, having its principal office at 510 Grumman Road West, Bethpage, New York 11714 (the "Department") and (ii) Hagerty Consulting, having its principal office at 1618 Orrington Ave, Suite 201, Evanston, Illinois 60201 (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on September 1, 2020 and terminate on August 31, 2025, unless sooner terminated in accordance with the provisions of this Agreement, provided however, that this Agreement may be renewed at the County's sole discretion, under the same terms and conditions, for up to two (2) additional one (1) year periods.
2. Services. The services to be provided by the Contractor under this Agreement shall consist of on-call disaster recovery planning and management services for the County's various Departments, Offices, and Agencies. Services may include, but not be limited to, those related to the County's response to and recovery from the COVID-19 pandemic and any other emergency conditions that may put at risk life, health, safety, and essential public services (the "Services"). The Services are more particularly described in the "Detailed Scope of Services" and the Contractor's "Proposal," attached hereto and incorporated herein as Appendix A and Appendix B, respectively. The Department will direct Contractor to provide specific Services through the issuance of Task Orders. The Task Orders will identify the specific Services to be provided, the timeline for completing the Services, and the means of compensation pursuant to Appendix C, "Fee Schedule," attached hereto and incorporated herein.
3. Payment. (a) Amount of Consideration. (i) The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed the sum of Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000.00) (the "Maximum Amount"). The Maximum Amount shall be payable in accordance with Appendix C.

(ii) Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly

designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this

Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired and created in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. Contractor acknowledges and agrees that all information that Contractor acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(g) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Ownership of Information. All County Information provided to Contractor by the County shall remain the property of the County. All reports, documents or information created by Contractor on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or caused by any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is directly responsible under Section 9(a), and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by

the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a material breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures: Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i)

the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions

set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-Three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

21. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

22. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

HAGERTY CONSULTING

By: Bradley R. Grining
Name: Bradley R. Grining
Title: Chief Operating Officer
Date: July 16, 2020

NASSAU COUNTY

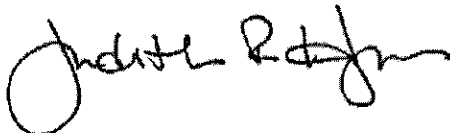
By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

ILLINOIS
STATE OF NEW YORK)
COOK)ss.:
COUNTY OF NASSAU)

On the 16th day of July in the year 2020 before me personally came Bradley R. Grining to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Cook; that he or she is the Chief Operating Officer of Hagerth Consulting, Inc, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



OFFICIAL SEAL
JUDITH R HYNES
NOTARY PUBLIC, STATE OF ILLINOIS
COOK COUNTY
MY COMMISSION EXPIRES 08/14/2022

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix A

Detailed Scope of Services

The County requires Program Manager (PM) assistance in a number of areas as described below.

2.1 Disaster Recovery Program Management

The Contractor shall provide management and administrative support of grant activities and associated management activities as needed for federal and state programs, including, but not limited to the Federal Emergency Management Agency (FEMA) Public Assistance Program, FEMA Hazard Mitigation (404 and 406), New York State Governor's Office of Storm Recovery (GOSR), Army Corp of Engineers (ACOE), Community Development Block Grants – Disaster Recovery (CDBG-DR), New York State Department of Homeland Security and Emergency Services (DHSES), U.S. Department of Health and Human Services (HHS) Substance Abuse and Mental Health Services Administration (SAMHSA), Low-Income Home Energy Assistance Program (LIHEAP), Administration for Community Living, U.S. Department of Agriculture Supplemental Nutrition Assistance Program, U.S. Centers for Disease Control (CDC), and U.S. Department of Justice (DOJ) amongst other funding sources, to assist with finalizing reimbursement of all phases of disaster management in response to and recovery from the COVID-19 pandemic and/or any other events identified as part of a work task assignment. Assignments under this service are typically expected to be reimbursed by the grantor agency, or agencies funding the program. The Contractor is expected to adhere to all requirements of the funding agency or agencies in order to be approved and receive reimbursements, including reporting and tracking of compliance of minority utilization plan, participating in trainings and/or webinars etc. The first task order is expected to relate to the County's COVID-19 pandemic response and recovery.

2.1.1 FEMA Activities – The Contractor will advise and assist the County by providing experienced staff to identify all damages, prepare project scopes, and manage all disaster grant eligible projects from inception through project close-out. The Contractor will interface with FEMA and other federal and State agencies having legal jurisdiction with respect to grant funding policies and guidelines to ensure the County receives the maximum eligible reimbursement. With respect to the FEMA Public Assistance and Hazard Mitigation Programs, below is a sample of the administrative tasks the Contractor will be expected to perform by phase of work.

- **Project Listing Development**
 - Site Identification
 - Immediate Needs – Identification and Documentation
 - Data Collection and Dissemination
- **Project Formulation**
 - Site Visits, which depending on federal and/or State guidance may need to be virtually arranged
 - Project Description and Scope Development
 - Cost Estimation and Documentation
 - Project Worksheet Writing, Review and Final Approval
 - Evaluate and Document Special Considerations
 - Assemble and Support Alternate Site and Improved project requests in anticipation of

other funding

- **Project Worksheet Processing**
 - Collect and process additional documentation requests from FEMA and DHSES
 - Interface with FEMA and DHSES on project specific questions, as needed
 - Assist in the development of Alternate and/or Improved projects by providing justification, documentation and any additional activities needed to advance projects with FEMA and DHSES
- **Project Worksheet Management and Closeout**
 - Develop, request, transmit and process documents for project payment requests and project cost reconciliations
 - Monitor and review projects, and adjust, or estimate, any changes in costs in preparation for closeout or project worksheet versioning
 - Prepare responses to DHSES with respect to project worksheet reviews and document inspection, and closure document requests
 - Assemble and package documentation for project closeout requests
 - Maintain documents and financial records for final inspection as required by law.

2.1.2 Activities for Other Funding Agencies – The Contractor will advise and assist the County by providing experienced staff to perform the activities similar to those listed in 2.1.1 for any and all other disaster-related funding agencies. Such activities may include preparation of applications and the collection of documentation and supporting material necessary to advance such grant applications. Additionally, the Contractor will provide staff needed for MWBE and Section 3 compliance monitoring and reporting, and other monitoring, compliance and reporting activities as contemplated in disaster-related grant agreements the County may execute.

2.1.3 Meetings – The Contractor will schedule and conduct meetings with the County, consultants, funding agencies and other stakeholders, as frequently as necessary to plan and coordinate projects, discuss progress, and solve problems related to the Program. If meetings need to be conducted online, provide the appropriate webinar platform that supports the anticipated number of participants and dedicate the appropriate number of staff to monitor webinar participants. Prepare and distribute meeting notes and agendas. Prepare monthly reports addressing financial updates, project progress, schedule and critical issues categorized by project.

2.1.4 Financial Reporting – The Contractor will prepare and maintain financial records, correspondence and project related expenditure and reimbursement reports for submission and inspection by funding agencies and third-party auditors in accordance with grant agreement and federal and state reporting requirements.

2.2 Additional Services

Contractor may be required perform capital project management and/or grant management services related to emergency management, disaster response and recovery, and resiliency. In the event that these services become necessary under this Agreement, the County reserves the right to obtain these services at its sole discretion.

Appendix B Proposal

2. PROPOSED APPROACH TO THE SCOPE OF WORK ATTACHED AS APPENDIX B, CONTAINING A COMPLETE WRITTEN DESCRIPTION OF PROPOSER'S PROPOSAL.

A) Understanding of the Service: The proposal shall include a brief statement of work that describes the Proposer's understanding of the Service. The Proposer is expected to briefly discuss its understanding of the proposed Service; the complexity, challenges and problems involved in performing that Service; approaches and philosophy for dealing with problems; experience dealing with key issues and any additional issues or matters relating to the Service which the Proposer believes should be addressed.

At Hagerty, we know it is essential to understand the broad national context of the novel coronavirus (COVID-19) pandemic, which exhibits a non-linear progression of spread and reemergence. Pandemic spread can be characterized by multiple data points, including the total number of confirmed cases, number of patient hospitalizations and fatalities, and the number of residents with confirmed exposure to COVID-19 (e.g., under quarantine). The progression of both confirmed cases and potential exposure will be critical data points for the County of Nassau (The County) as you work to establish a "new normal" in which operational needs are balanced with social distancing, while simultaneously supporting public participation in safe and healthy reopened economies.

Hagerty is honored to be considered as an on-call partner to the County in your ongoing operations to address the impact of COVID-19. Hagerty has a strong understanding of what the County is currently experiencing as we have been embedding staff in major municipal and state response and recovery operations associated with COVID-19 since March 2, 2020, and currently have more than 25 active clients supported by Hagerty professionals addressing the issues associated with ongoing response and recovery operations.

Based on our deep understanding of national response operations and the current landscape of recovery programs, Hagerty will tailor our overall support for the County to account for the non-linear progression of the COVID-19 event and the associated non-linear recovery. We understand the emphasis and focus of our support will be to provide management and administrative support of grant activities and associated management activities as needed for federal and state programs. For the Federal Emergency Management Agency (FEMA) activities, Hagerty will advise and assist the County by providing experienced staff to identify all damages, prepare project scopes, and manage all disaster grant eligible projects from inception to project close-out. Hagerty also understands that if chosen, we will directly interface with FEMA and other federal and State agencies (such as the New York Governor's Office of Storm Recovery (GOSR), Army Corp of Engineers (ACOE), and more) having legal

Hagerty's Accomplishments in COVID-19 Response and Disaster Recovery

\$24 Billion

in Recovery Funding
managed for Clients

17 Years

Supporting Disaster
Recovery and PA
Program Management

ZERO

Adverse Audit Findings
from the DHS OIG

30 Clients

Actively focused on
COVID-19 Response
and Recovery

\$1 Billion

Successful expedited
Funding Requests
developed

jurisdiction with respect to grant funding policies and guidelines to ensure the County receives the maximum eligible reimbursement. Furthermore, Hagerty understands that we will be providing additional services including:

- » Providing staff needed for Minority/Women Owned Business Enterprises (MWBE) and Section 3 compliance monitoring and reporting, and other monitoring, compliance and reporting activities as contemplated in disaster-related grant agreements the County may execute;
- » Scheduling and conducting meetings with the County, consultants, funding agencies, and other stakeholders as necessary to plan and coordinate projects, discuss progress, and solve problems related to the Program;
- » Provide the appropriate webinar platforms to support the number of anticipated participants and dedicate the appropriate number of staff to monitor webinar participants;
- » Prepare and distribute meeting notes and agendas;
- » Prepare monthly reports addressing updates, project progress, schedule and critical issues categorized by project; and
- » Prepare and maintain financial records correspondence and project related expenditure and reimbursement reports for submission and inspection by funding agencies and third-party auditors in accordance with grant agreement and federal and state reporting requirements.

Hagerty offers two distinct advantages to the County. **First**, the County will benefit from shared lessons learned associated with current and emerging federal disaster recovery programs actively being implemented by Hagerty professionals directly related to COVID-19. **Second**, the County benefits from the depth of experience Hagerty offers in municipal disaster recovery operations, including those associated with new and emerging federal programs. Hagerty has managed recovery options where the total grant package tops \$15 billion – including more than \$9 billion in FEMA Public Assistance (PA) Program grants alone. Hagerty will work for the County to accomplish what we have for other clients: **development of a comprehensive recovery grant package that maximizes available funding across the variety of federal grant programs available while minimizing any duplication of benefits for de-obligation of funds.**

The following offers two examples of Hagerty's demonstrated value added to our clients in disaster cost recovery, where our subject matter expertise led to direct increases in the grant package available to our clients to support their recovery goals and objectives.

For just two of our clients, Hagerty's expertise has led to nearly an additional \$1 billion in federal disaster recovery funding.

Hagerty has been publicly recognized by these clients for our innovation and our accomplishments in disaster cost recovery programs. In total, Hagerty and our professionals have been successful in increasing federal disaster recovery grant packages by more than \$3 billion above our client's estimates. We accomplish this by leveraging multiple grant funding streams to maximize each available dollar, including strategies for coordinated match (e.g., FEMA PA and Community Development Block Grant-Disaster Recovery [CDBG-DR]) and incorporating community resilience as a central objective of every federal recovery grant.

City to expand Sandy consulting contract

By SALAN GOLDENBERG September 14, 2014

The de Blasio administration is expanding a contract with a consultant for Hurricane Sandy recovery efforts by \$10 million. Capital has awarded.

The extra money will last the city one more year, through September 2015, with Hagerty's consulting. The contract states City Hall is providing policy, financial management, and engineering and estimating federal costs for recovery, as well as a spokeswoman who handles the city's storm rebuilding work.

Hagerty also secured the city \$100 million more than was originally reported in federal funding, said the spokeswoman, Anna Spinko.

That money, which flowed from the administration's coffers over several months this year, includes \$100 million in reimbursements for the former Regis Hospital program, which included renovating shelter rooms, such as replacing ruined toilets. Hagerty was replaced with a different architectural program known as Build It Back. Spinko also credited Hagerty with helping the city secure \$100 million more than it anticipated for the Recovery Board, paid for money that came from the Federal Emergency Management Agency. Another \$10 million beyond what the city had budgeted came from the U.S. Department of Housing and Urban Development for public hospitals, she added.

As of now, the city is expecting to receive \$1.5 billion in federal aid for its ongoing work to repair homes and structures after the storm, she said.



An additional \$100 million in recovery and relief funds is an outstanding return on investment, and, more importantly, it will go a long way for Sandy-impacted communities around the city," said Bill Galante, senior advisor to the mayor for recovery, resilience and infrastructure. "The de Blasio administration is continuing to expedite relief, using these dollars to rebuild stronger and more resiliently."

<http://www.pittsburgh Courier.com/stories/2014/09/14/city-to-expand-sandy-consulting-contract-100-million>

SOUTH STRAND NEWS

Surfside Beach to receive \$9 million for new pier

By Bob Chade, March 2, 2015

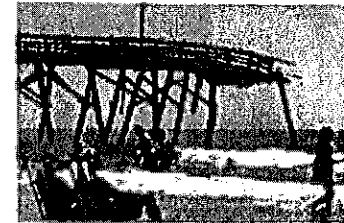
Surfside Beach has signed a Federal Emergency Management Agency grant for \$9.5 million to replace the town's pier that was destroyed by 2012's Hurricane Matthew.

In announcing the grant, Mayor Bob Chade said the money will cover total replacement of the pier, upgrades to docks and standards and "improvements to mitigate the pier from future similar storms."

Hurricane Matthew destroyed the pier in 2014, and the town administration has been battling the FEMA for money to rebuild the pier, a destination for locals and town visitors for decades.

The big question hanging over the town was whether a pier reconstruction project qualified for mitigation money, which would allow the town to build a new pier out of concrete rather than using wood.

Originally FEMA had offered to cover building of approximately \$12,000, which would have left the town with no options other than to rebuild the pier with wood.



Surfside pier with heavily damaged by Hurricane Matthew in October 2014.

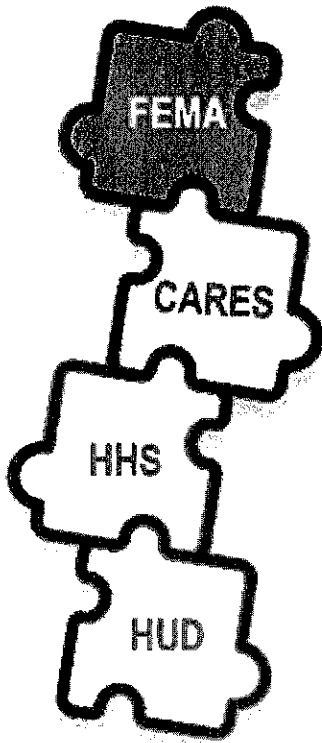
Former administrator Micki Fallner, the town's consultants, Hagerty Consultants, and the town council battled with FEMA to include mitigation costs in any award given to the town.

Hagerty believes in a proactive and collaborative approach to project execution. Frequent communication, coordination with regulatory agencies, information sharing, rapid identification of resources, and analysis of strengths, weaknesses, opportunities, and threats to project execution are all techniques employed by our Project Managers. Establishing an effective working relationship with all partners critical to the success of the recovery effort will enhance recovery planning and operations.

Challenge: Dealing with Grant Reconciliation and Appeals

By working closely with staff in various departments, Hagerty will ensure that all eligible grant costs are captured. At the same time, Hagerty will make sure all funding streams, including Insurance, CDBG-DR, and others available under the Coronavirus Aid, Relief, and Economic Security (CARES) Act are explored and maximized to ensure the best possible funding mix for all projects. This will have the added benefit of reducing duplication of benefits (DOB) risk for the County, as all costs will be captured and associated with a funding source.

**Hagerty Will Help the County
Develop a Comprehensive Cost
Recovery Outcome Inclusive of
All Available Funding Programs.**



In cases where FEMA applies their own policy interpretation to deem a Scope of Work (SOW) ineligible or an insurance deduction too large, as an example, Hagerty will prepare the County to defend itself with comprehensive grant packages. Hagerty will proactively work with FEMA and sub-grantees to prevent an incorrect Project Worksheet (PW) from being prematurely obligated. This will require use of a grant review queue as a final checkpoint to review before being passed on to FEMA's final review stages. Even after obligation of an initial version of a grant, if costs are still being incurred, new costs are identified, or other changes are made, Hagerty will work to amend the previously obligated grant.

As a firm, we recognize that some eligibility disputes may not be immediately resolved and will result in an appeal consistent with Section 423 of the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (Stafford Act), Title 42 of the United States Code (USC) Section 5189a, and Title 44 of the Code of Federal Regulations (CFR) Section 206. In those cases, Hagerty brings expertise and experience in crafting winning appeals on behalf of our clients. We provide comprehensive support in the formulation of appeals to ensure applicants do not lose their right to appeal due to a missed deadline.

While we know how to structure winning appeals, Hagerty's approach to the PA Program focuses on collaboration between local, state, and federal partners to solve problems up front rather than defaulting to appeal when FEMA makes negative eligibility determinations. Hagerty has a successful track record of minimizing the need for appeals, which makes it possible to claim all eligible costs and expedites the recovery process.

B) Proposed Technical Approach: The Proposal shall include a brief description of the proposing Proposer's management and organizational approach. This should include the proposed effort for completing the work on schedule and the methods that the Proposer would use to coordinate its work with other consultants and sub-consultants whose work must interface or connect with work performed by the Proposer.

Hagerty's approach to support the County is founded in our extensive work in supporting cost recovery and COVID-19 responses for clients such as New York City, Austin TX, and Charlotte, NC. Hagerty's Team will support the County through:

- » Securing speedy reimbursements and funding from FEMA and other federal agencies.
- » Ensuring the County is reimbursed in full for expenditures from both FEMA and other funding streams available under the CARES Act and any future relief acts passed to support COVID-19 recovery.
- » Implementing a streamlined and compliant financial and grant management process that results in no adverse audit findings and limits appeals.
- » Transferring knowledge from Hagerty to County personnel.

Because of the multiple federal funding streams available, it is essential for Hagerty to partner with the County to develop and implement a strategy that makes sure the various funding sources are being used in the most strategic way possible. Hagerty's objective is to make sure the County obtains maximum reimbursement under the FEMA PA Program so it can apply other funding sources to other COVID-19 unmet needs, of which there will be many. For instance, if public health funding is more flexible, we do not want this funding to be used to cover other expenses eligible under FEMA PA. Further, if public health funding can be used to cover the County's cost share or match, like CDBG-DR, the Hagerty Team will craft strategies to do that and maximize the total grant package. Current funding includes:

- » The FEMA PA Program
- » CARES Act allocations, including:
 - o \$150 billion in funding through State and Local Government Stabilization
 - o \$100 billion in revenue loss and business interruption funding through the United States (US) Department of Health and Human Services (DHHS)
 - o \$1.32 billion in Affordable Care Act (ACA) funding
- » Many federal funding opportunities not yet known or defined

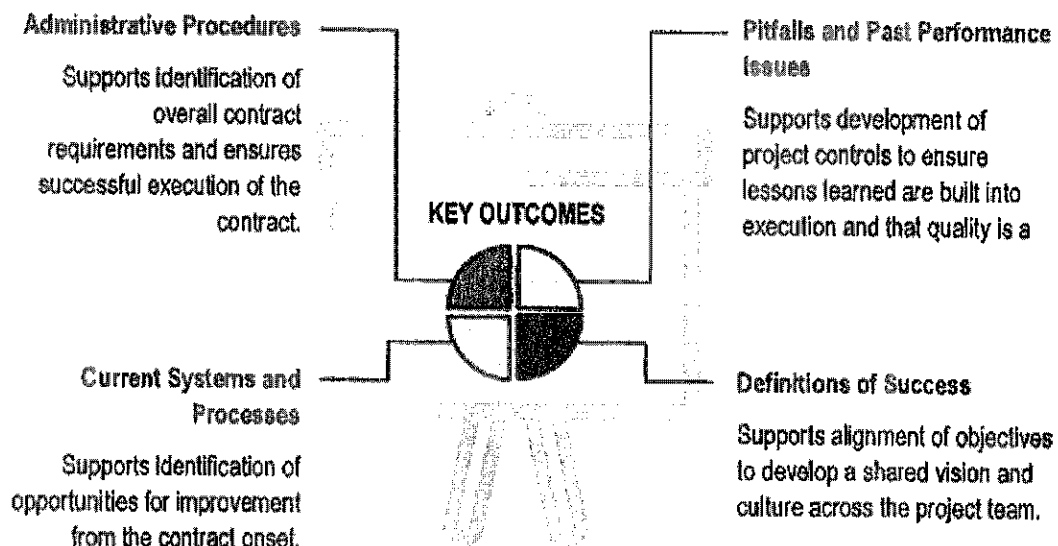
Hagerty believes that to effectively deliver services for a client, we must establish expectations early and implement regular communication so that the client has a clear understanding of project status and issues can be identified and addressed quickly. To best support the County, the Hagerty Team will implement a project management approach that is dynamic, scalable, and executable – promoting efficiency and effectiveness to meet any and all cost recovery needs of the County. To succeed under this approach, Hagerty will make sure all stakeholders have a clear understanding of our project management plan (PMP), conditions of satisfaction, time completion schedule, quality control measures, and final product deliverables.

As a part of the project initiation process, Hagerty will develop a timetable and milestones for review with the County. Hagerty will then use this timetable to track progress against the associated objectives and deliverables to support reporting. It is important to note that any timetable provided by Hagerty – or any other vendor – must account for the evolving guidance associated with funding provided under the CARES Act and other federal relief bills – much of which is associated with recovery program policy that is currently being developed. Any timelines must account for the total scope of those funds and/or be modified to accommodate the changes in policy as they emerge.

Project Initiation Meeting

Upon selection of Hagerty by the County for a task order, our first step to initiate the project will be to schedule and execute a project initiation meeting. The purpose of this meeting will be to review the current status of COVID-19 response and recovery, informing development of our PMP and ensuring the County and Hagerty develop a common vision for project execution. This includes confirmation of expectations associated with immediate tasks required by the County, including tasks aligned to the overall assessment of the County needs and development of associated recommendations.

Key Tasks and Outcomes During the Project Kickoff Meeting



The Hagerty Team will operate within a framework based on core management concepts, coordinating with designated County officials throughout the implementation of the recovery roadmap. The roadmap, or PMP, will guide all recovery activity performed by our Team and will be tailored to meet the needs of task order designated by the County. Revisions to the PMP will be implemented based on changing needs and based on discussions between the client and the Hagerty Project Manager.

Meetings, Real Time Reporting, and Documentation Management

Shortly after project kickoff, our professionals will develop and implement a **comprehensive documentation and information plan** to facilitate timely, efficient, and comprehensive grant claims. Our professionals will establish categories of work, potential funding sources, and documentation requirements, organization, review/analysis, and record keeping system; assist and facilitate onsite or online meetings, documentation reviews, and field documentation gathering sessions in order to provide staff augmentation services to the County, as required; and develop accurate and complete "closeout ready" grants that reduce duplication of effort and lost documentation while promoting accountability across project teams that in turn, bolsters timely grant drawdown and closeout.

Hagerty has a proven track record of submitting clear, concise, and highly organized documentation and substantiation packages to FEMA. We also understand the complexities, administrative burden, and challenges associated with providing requested documentation. We excel in the reporting requirements associated with the FEMA PA Program, project formulation, and Quarterly Progress Reports (QPRs), especially under the FEMA PA New Delivery Model. Our reporting is not only critical to FEMA and state partners, but it is also used for public messaging, online and media distributions, as well as the general tracking of progress in both the short and long-term.

Grant Formulation

Hagerty will work directly with the County to develop an approach to efficiently manage the flow of information. We will group recovery projects into the categories of work eligible for funding under the FEMA PA Program, and break each category down to individual projects that will be captured in the grant application. Hagerty will then compile the information necessary to complete projects, including cost estimates/summaries. Hagerty's goal is to work with the County to develop projects that are "closeout ready" from the beginning. This will result in administrative efficiencies for the County and FEMA.

Hagerty will work with the County to identify documentation collection flow for the various departments within the County to identify disaster expenses and ensure all the information is aggregated to a single location to ensure not a penny is missed in recouping disaster funds.

Our approach to grant formulation begins with development of SOWs and extends through Quality Assurance/ Quality Control (QA/QC) reviews to ensure grants are as comprehensive as possible. As most programs are structured as reimbursement programs, it is critically important that the scopes of work and grant applications are accurate, clearly written, and complete. Our multi-disciplinary Team is well versed in federal disaster recovery programs to support the County to develop accurate SOWs.

Hagerty's professionals will support the County to account for important considerations, including:

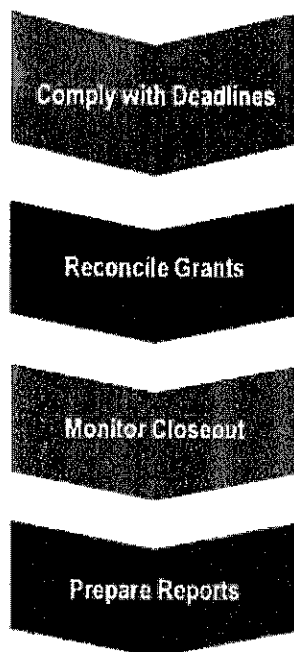
- » **Cost estimation accuracy**, which are critically important when developing grants.
- » **Alternate Projects and Improved Projects**, which may allow the County to utilize federal funding in a way that provides greater flexibility and benefit than standard application.
- » **Special considerations**, which must be kept in mind to ensure that the County does not engage in work that is later deemed ineligible.

Quality control reviews will follow a strict process that has resulted in identification of multi-million-dollar errors in favor of our clients. We will use our QA/QC process to ensure compliance with FEMA requirements and to identify additional funding that might be available for the County.

Grant Closeout

Recovering from a major disaster takes time. Properly closing out projects completes the recovery process, but there are proactive steps that can be taken early to make this process more efficient. By structuring grant formulation and administration processes around the County's internal financial management systems and preparing grant documentation consistently, we can facilitate a streamlined application and administration process that expedites recovery.

Grant Closeout Support Tasks and Processes



Federal grant programs have varying deadlines associated with work conducted. This includes the PA Program, which has a six-month deadline for emergency work. Hagerty will **develop and maintain a master schedule to ensure the County meets all deadlines** and does not experience de-obligations as a result of administrative timelines.

To closeout grants, Hagerty will assign accountants or closeout specialists to review all associated versions. This **ensures all eligible costs are captured**, ineligible costs are addressed, sufficient documentation is provided, and all federal funding has been obligated.

Hagerty leverages closeout managers and tracking tools to **keep the focus on monitoring and measuring progress toward closeout**.

As necessary, Hagerty will **prepare all final closeout reports to support the County**. This includes completing the Financial Status Report (Standard Form 425).

Financial Reporting and Management

As Hagerty initiates our support to the County, our professionals will review documentation control processes and procedures to identify improvements. This includes PW documentation as well as supporting or ancillary documentation that may be required for future justifications. By ensuring the County's documentation management policies and procedures are robust, we minimize requirements for time consuming justification and appeals processes.

In order to provide overall support to the County, Hagerty offers our Disaster Financial Management System (DFMS) solution to support grant and project management. Built using Intuit's QuickBase platform, DFMS offers the County increased management oversight, proactive recovery grant management support, and full integration with existing accounting and information systems. DFMS is not a turnkey software solution, but rather a customized solution built to the specifications of the County and based on our 15 years of experience in management and compliance specific to federal disaster recovery grant programs. It is designed to offer clients like the County an efficient platform for grant

administration while leveraging the client's existing systems to ensure compliance with federal grant program requirements.

New York City's DFMS Page Offers Visibility into Project Size, Commitments, and Expenditures

Capital Project IDs Landing Page					
Agency Name	Agency Code	Project Size (tot)	Total Plan Amount (tot)	Total Committed Amount (tot)	Total Liquidated Amount (tot)
<u>Administration for Children's Services</u>	<u>008</u>	\$272,903 00	\$0 00	\$272 903 00	\$272.903 00
<u>Brooklyn Navy Yard Development Corporation</u>	<u>801</u>	\$29,895,000.00	\$29,895 000 00	\$1,118,296 81	\$0 00
<u>Brooklyn Public Library</u>	<u>038</u>	\$0,053,000 00	\$0 053 000 00	\$0 00	\$0 00
<u>City University of New York</u>	<u>042</u>	\$3,076,000 00	\$3,076 000 00	\$0 00	\$0 00
<u>Department of Citywide Administrative Services</u>	<u>858</u>	\$4,040,360 24	\$10 000 00	\$4,039,360 24	\$3,927,275 24
<u>Department of Correction</u>	<u>072</u>	\$89,058,457.31	\$86,934,000.00	\$12,893,369 61	\$7,484,777 44
<u>Department of Cultural Affairs</u>	<u>126</u>	\$75,114,021 31	\$74,698,000 00	\$879,021 31	\$411,940 07
<u>Department of Environmental Protection</u>	<u>828</u>	\$56,045,153 03	\$51,830,000 00	\$4,819,153 03	\$2,434,338.15
<u>Department of Health and Mental Hygiene</u>	<u>816</u>	\$3,100,144 40	\$2,938 000 00	\$162,144 40	\$162,144 40
<u>Department of Homeless Services</u>	<u>071</u>	\$1,209,000 00	\$252 000 00	\$1,046,000 00	\$1,043,008 31
<u>Department of Parks and Recreation</u>	<u>848</u>	\$702,785,093 04	\$354,070 000 00	\$448,001,422 50	\$259,791,406 08
<u>Department of Sanitation</u>	<u>827</u>	\$9,071,162 33	\$8,028 000 00	\$7,982,621 68	\$4,145,302 04
<u>Department of Transportation</u>	<u>841</u>	\$449,554,083 13	\$382,239 000 00	\$115,368,170 75	\$31,349,621 21
<u>Economic Development Corporation</u>	<u>801</u>	\$12,710,000 00	\$12,710 000 00	\$0 00	\$0 00
<u>Fire Department</u>	<u>087</u>	\$166,997,329 17	\$146,179 000 00	\$21,157,342 17	\$15,035,492 42
<u>Health and Hospitals Corporation</u>	<u>819</u>	\$713,326,105 76	\$599,989 000 00	\$131,724,087 08	\$118,063,782 34
<u>Human Resources Administration</u>	<u>096</u>	\$458,271 05	\$0 00	\$458,271 05	\$382,124 04
<u>New York Public Library</u>	<u>037</u>	\$33,000 00	\$33 000 00	\$0 00	\$0 00
<u>Police Department</u>	<u>086</u>	\$28,207,394 88	\$14,010 000 00	\$14,291,994 14	\$9,971,081 11
<u>Queens Borough Public Library</u>	<u>039</u>	\$5,281,489 23	\$4,552 000 00	\$728,489 23	\$724,183.77
<u>School Construction Authority</u>	<u>044</u>	\$458,309,062 74	\$0 00	\$286,531,065 40	\$79,393,456 27
<u>Trust for Governors Island</u>	<u>801</u>	\$5,156,000 00	\$5,156 000 00	\$0 00	\$0 00
Totals (22 groups)		\$2,863,839,600 62	\$1,752,350,000 00	\$972,250,799 27	\$535,493,379 37

Hagerty developed our DFMS solution while supporting the City of New Orleans to manage capital programs during long-term recovery following Hurricane Katrina. Prior to our engagement on this project, the City of New Orleans tracked PWs and other funding sources using an Excel spreadsheet, offering limited visibility to County leadership into the overall financial status of the recovery effort and no capability to manage timelines. As developed in New Orleans and refined in NYC New York City (NYC), our DFMS solution offers the County the ability to track financial commitments across funding sources while increasing compliance with grant formulation, reporting, and management requirements. Our solution allows the County the ability to uniquely identify funding streams and individual grants, enhancing transparency for the State's highest officials.

Hagerty's DFMS Solution Offers Enhanced Capabilities in Tracking to the County

DFMS Feature	Benefit to the City
Leverages existing data and accounting structures currently used by the County.	Allows the County to merge federal recovery grants with underlying workflows and business processes.
Consolidates revenue and expense structures for transactions across all line departments.	Minimizes the need for off-system reconciliations, resulting in efficient formulation, drawdown, and closeout of federal recovery grants.
Creates unique identifiers for each grant.	Facilitates reimbursement tracking from initial payment through final closeout.

DFMS Feature	Benefit to the City
Establishes grants as part of the accounting structure.	Integrates of funding sources into the financial operations of the County.
Creates relationships between the grants and current State structures for operations and capital.	Provides visibility for all line departments of the County.
Enables queue management.	Allows the County to proactively manage formulation, drawdown, and closeout.
Features user friendly access controls and page layout.	Grants access to multiple departments to retrieve information necessary for project formulation based on customized user roles.
Facilitates external stakeholder participation.	Provides necessary reports to state and federal partners and facilitates easy packaging and submission of documentation.
Offers enhanced custom reporting capabilities.	Provides the County with increased visibility into the financial operations of recovery.
Links data and documentation to recovery grants.	Spans the entire grant lifecycle to facilitate document storage and retrieval through direct uploads to the system or using State shared drives.

Appendix C Fee Schedule

POSITION	HOURLY RATE
Program Manager	\$210.00
Deputy Program Manager	\$190.00
Project Coordinator	\$145.00
Administrative Assistance	\$85.00
Senior Advisor	\$245.00
Engineer Licensed	\$225.00
Engineer	\$185.00
Project Managers	\$185.00
Geographic Information System Specialist	\$150.00
Financial Lead	\$175.00
Database Managers	\$140.00
Construction Managers	\$150.00
Floodplain Subject Matter Expert	\$245.00

The hourly rate per position is inclusive of all costs including but not limited to insurance, profit, overhead and all related travel expenses. Hourly rates will be held constant for the first two years of the Agreement. Beginning with the third year of the Agreement, and annually thereafter, the Parties will negotiate an hourly rate increase or decrease intended to reflect the cost of inflation over the previous period.

Certain Task Orders assigned under this Agreement may be requested to be completed on a lump sum basis and paid upon a percentage complete, subject to the prior approval and establishment of a schedule by the Department.

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all

proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or

penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking

services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed

unqualified by the County Contractor shall be included in the Best Effort Documentation

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Stephen H. Hogarty (Name)

1618 Orrington, Suite 201, Evanston, IL 60201 (Address)

847-492-8454 ext 110 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

July 16, 2020
Dated

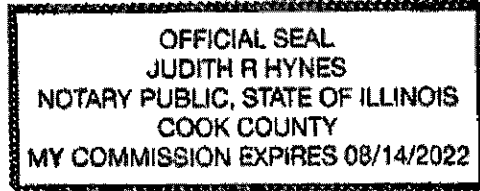
Stephen H. Hagerthy
Signature of Chief Executive Officer

Stephen H. Hagerthy
Name of Chief Executive Officer

Sworn to before me this

16th day of July, 2020

Judith R. Hynes
Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies Inc. 1200 North Mayfair Road Suite #100 Milwaukee WI 53226		CONTACT NAME: Amy Vossekuil PHONE (A/C No. Ext.): (414) 443-0000 FAX (A/C No.): E-MAIL: ADDRESS:	
INSURED Hagerty Consulting, Inc. 1618 Orrington Ave, Suite 201 Evanston IL 60201		INSURER(S) AFFORDING COVERAGE INSURER A: National Fire Insurance Co of Hartford 20478 INSURER B: Continental Insurance Company 35289 INSURER C: Valley Forge Insurance Company 20508 INSURER D: Certain Underwriters at Lloyds INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 20** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDC INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		6023741069	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BUA 6023741055	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6023741072	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6023741041 (AOS) 6023741086 (CA) \$1M	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional			W17828200601	1/1/2020	1/1/2021	Ea Claim/Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RB: Contract for Services

Nassau County is additional insured on the General Liability Policy where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County 1550 Franklin Avenue Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James Hays/PHALAS
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