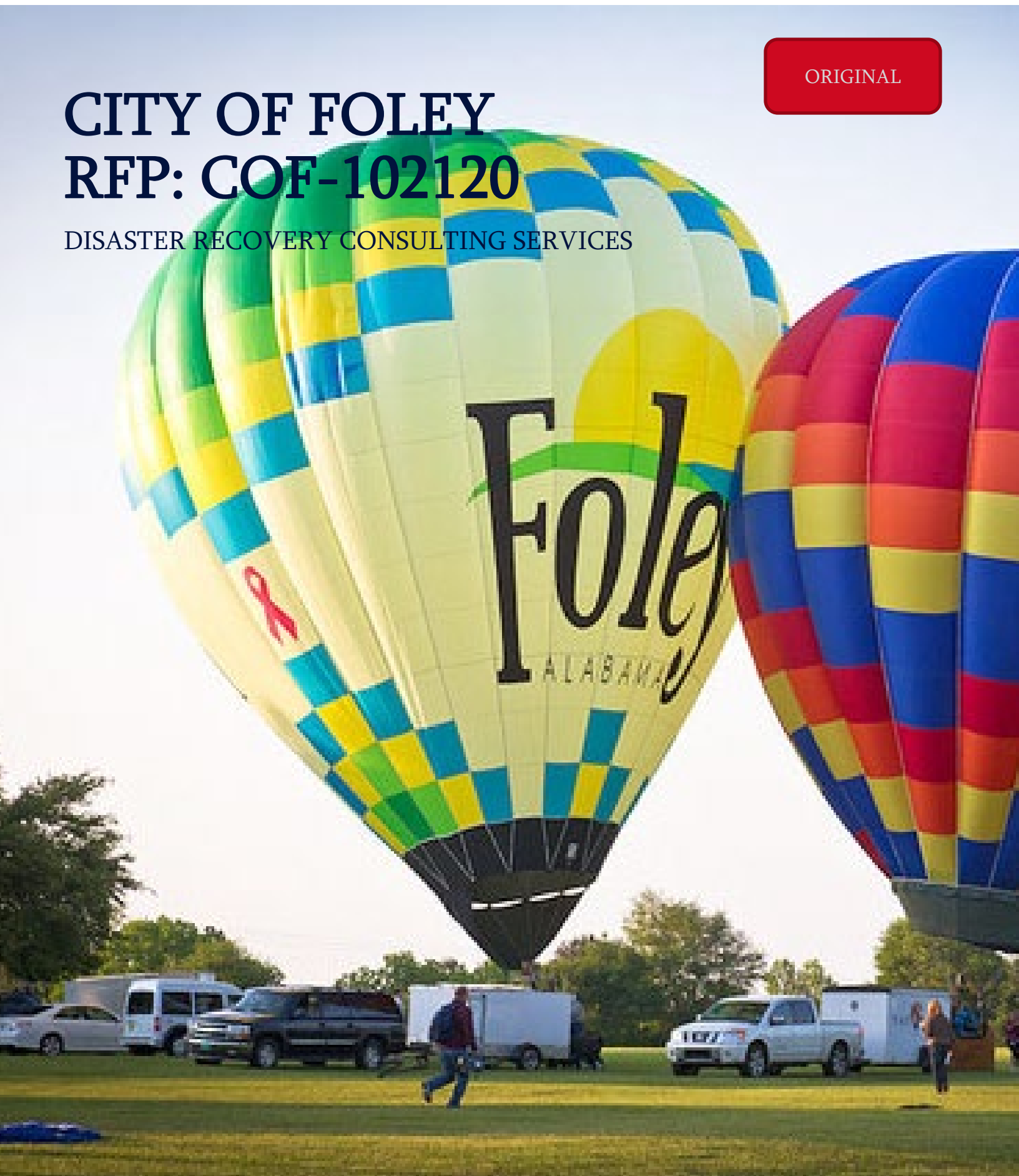




ORIGINAL

CITY OF FOLEY RFP: COF-102120

DISASTER RECOVERY CONSULTING SERVICES



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I. COVER LETTER

October 21, 2020

City of Foley
407 East Laurel Avenue
Foley, Alabama 36535

RE: Response to RFP COF-102120 Disaster Recovery Consulting Services

Synergy Disaster Recovery, LLC (Synergy) is honored to submit the following proposal to support the City of Foley, Alabama in their recovery from Hurricane Sally. Synergy is a certified woman-owned, Emergency Management consulting firm. We specialize in innovative disaster recovery solutions built upon our team's in-depth experience, including FEMA's Public Assistance (PA) program, Hazard Mitigation Grant Program (HMGP), the Federal Highway Administration (FHWA) programs, Disaster Related Community Development Block Grants (CDBG-DR and CDBG-MIT) and most recently the CARES Act. **We are committed to finding every federal funding source available to maximize your short and long-term recovery.**

Why the SYNERGY Team?

Our team of experts is committed to the City of Foley's recovery. **In fact, our ONLY commitment to the impacted communities in the aftermath of the 2020 Hurricane season is Foley, AL and Bay Minette, AL; you will be working directly with our A-team.** The personnel presented in this proposal are in fact the faces you will see; we do not include personnel merely for the "wow factor" that you may never see upon award, but the actual experienced personnel who will have their boots on the ground to support you. We are dedicating the specific staff you need for the right phase and task of the project.

A customized and innovative strategy to meet your specific goals and objectives. We are thoroughly familiar with policy and eligibility and will provide

WHY SYNERGY IS THE BEST CHOICE FOR THE CITY OF FOLEY

- ❖ **Foley will be our top priority.** With so much activity during the 2020 hurricane season, we have been selective in our commitments, allowing us to provide our 'A-Team', not stretched thin like other firms.
- ❖ **Familiarity with Debris Monitor.** We have worked side by side with your debris monitoring firm, validating the largest local-led debris mission in FEMA history.
- ❖ **We know how FEMA's Grant Portal, and other disaster grants should work for you.** Our experience in FEMA's Grants Portal has resulted in faster project formulation and quicker reimbursement.
- ❖ **You can count on us.** With team offices through-out southern Alabama, we can respond immediately to any request.

you with sound advice on your best recovery strategy. Oftentimes the coordination of PA funding, 404/406 mitigation and Section 428 will directly influence your community's ability to consider capital projects and equipment acquisition. The creativity and strategy behind each project can result in better cashflow, and your community becoming stronger and more resilient to the next disaster. Synergy's experience and dedication to your community will provide the City of Foley with a recovery strategy tailored to your specific needs.

We are intimately familiar with your debris monitoring firm, Landfall Strategies. Debris missions can be the costliest and most tedious phase of your recovery and Hurricane Sally is proving to be no different. Working side by side with Landfall Strategies in Bay County, FL following Hurricane Michael, we assisted them in validating over **400,000 tickets amounting to over \$200M** in debris costs to make sure the County only paid what it was obligated to. Our Monitoring the Monitor™ program has resulted in saving our clients tens of millions of dollars of debris related costs that may not have been eligible for reimbursement.

We know how FEMA's new Grant Portal, and other disaster grants, should work for you. Since 2017, we have assisted dozens of local government applicants and several states in navigating FEMA's Grant Portal process. Engaging with local governments, we have been able to see first-hand how the development and submission process needs to work for you, the Applicant. Our project execution promotes collaboration between all parties, creating transparent relationships that are established at the beginning of a project to facilitate a solution-based partnership until closeout. Our understanding and endorsement of FEMA's Grants Portal process including the navigation, development of Damage Inventories (DI), and usability to answer Essential Elements of Information (EIs) will ensure your projects are processed through the queues, speeding up your recovery and reimbursement.

We get our clients reimbursed faster. Following Hurricane Irma, our client, Collier County, FL, had the **first** Project Worksheet (PW) obligated, the **first** Category A-Debris PW Obligated, and the **first** Request for Reimbursement (RFR) paid in the state. This success was carried over to Bay County, FL during Hurricane Michael recovery, where the county received payment for **over \$160M just twelve (12) months from the incident**. Furthermore, at the end of 2019 Monroe County, FL retained us to assist them for Irma support after a stagnant recovery with their previous consultant. Within two months, we were able to increase the County's initial damage assessment by \$10 million and receive \$1.5 million in payments that had been impeded in the recovery process for over two years.

Most importantly, you can count on us. The **Synergy Team** maintains the capability to quickly fill any resource gaps the city may have. Our team has multiple offices in Alabama, including Daphne and Mobile, allowing us to rapidly respond and coordinate any local request. Should the need occur to expand our resources and capabilities, we

have additional access to skilled engineers and recovery management experts to ensure appropriate staff augmentation and foster an efficient recovery.

"There is absolutely no way I could have envisioned all of the hurdles that would have been thrown our way after a Cat-5 hurricane. Although we were somewhat prepared (plan, contracts, etc.); without your help, the enormous amount of requirements and overall necessary preparations for the "next hurdle" would have probably taken us down a road that would be hard, if not somewhat impossible, to overcome. In my opinion, the call to you for assistance was "by far" the best decision we made."

Don Murray, General Services Director Bay County, FL

We look forward to the opportunity of working on this very important contract for the City of Foley and encourage you to contact any of our references as a testament of our performance.

NAME		STREET ADDRESS	MAILING ADDRESS
Synergy Disaster Recovery, LLC		1530 Findlay Way Boulder, CO 80305	1530 Findlay Way Boulder, CO 80305
TELEPHONE NUMBER		WEBSITE	EMAIL
(954) 465-8084		www.SynergyDisasterRecovery.com	ADuart@SynergyDisasterRecovery.com

As President and Chief Operating Officer of **Synergy**, I am authorized to represent, negotiate, and sign any agreement which may result from this proposal. I am also authorized to legally bind **Synergy** and comply with the requirements and arrangements stated in the RFP.

Sincerely,

SYNERGY DISASTER RECOVERY, LLC



Andre Duart
President/COO
ADuart@SynergyDisasterRecovery.com
(954) 465-8084

II. FIRM QUALIFICATIONS

The “SYNERGY TEAM”

Synergy has assembled a group of qualified disaster management companies that is unsurpassed in experience, both from a local and national perspective. This team provides the technical and physical resources required to execute an effective solution for the City of Foley.



Synergy Disaster Recovery LLC is a certified woman-owned small business (WBE/WOSB) and emergency management firm that provides essential resources to state and local governments to avoid a secondary disaster as they prepare for and recover from disasters. Established in 2019, our staff has combined 75+ years of disaster management experience and includes former public agency and private sector emergency management professionals who have overseen billions of dollars in recovery projects throughout the country.

The firm specializes in providing consulting services with a focus on FEMA Public Assistance (PA); FEMA Hazard Mitigation Grant Program (HMGP); Federal Highway Administration (FHWA) Emergency Relief (ER) Program; Community Development Block Grant Disaster Recovery and Mitigation (CDBG-DR and CDBG-MIT); Natural Resources Conservation Service Emergency Watershed Protection (NRCS EWP) Program and other disaster planning and recovery related grants.



Founded in 1919, CohnReznick LLP is one of the top accounting, tax, and advisory firms in the United States. With diverse industry expertise and more than 2,700 employees in 25 offices firm-wide (including nearly 300 partners and principals), CohnReznick combines the deep resources of a national firm with the hands-on, agile approach that today's dynamic business environment demands. CohnReznick is a national leader providing support to federal, state and local government agencies with more than 30 years of experience in providing audit, consulting, and accounting services to government agencies.

CohnReznick understands the critical importance of increasing efficiencies and managing risks by establishing, assessing, and implementing internal controls. We combine business and technology expertise to deliver solutions for government and commercial leaders preparing for and responding to critical financial, operational and IT challenges. Our core competencies include Disaster Preparedness and Recovery, Audit, A-123, Enterprise Risk Management (ERM), Cyber, and Data Analytics to help clients achieve Mission.



Stantec joins the Synergy Team with the full technical capabilities of a 15,000-person architectural and engineering firm with offices in 250 locations in North America. Since 1954,

they have been collaborating across disciplines and industries to make projects happen.

As a Federal Emergency Management Agency (FEMA) Risk Map contractor, Stantec brings deep risk management, hazard mitigation planning, and preparedness experience to the Synergy Team. Their post-disaster experience with the US Army Corps of Engineers and dozens of local communities also means you will benefit from their expertise in minimizing damage and accelerating recovery.



K2 Project Management Solutions, LLC (K2) was founded in 2016. K2 is a Service-Disabled Veteran-Owned Business (SDVOB), Section 3 and HUBZone firm that specializes in Disaster Grant Management, IT Consulting, and Program / Project Management Services. With over 20 years of personnel experience in these areas, the firm has extensive capability in managing disaster recovery programs including FEMA Public Assistance (PA), Hazard Mitigation Grant Program (HMGP) and Community Development Block Grants-Disaster Recovery (CDBG-DR).



Civil Southeast has been serving clients with professional civil engineering and construction management services since inception in 2013 with offices in Andalusia, Prattville and Daphne. Civil Southeast enjoys an excellent working relationship with ADEM, ALDOT, BIA, FHWA, EDA, EPA, ADECA, NRCS, USDA and many other funding/regulatory agencies.

Project Experience

As mentioned previously, the Synergy team is consistent with the selectivity of the opportunities we pursue to ensure our applicants receive the best personnel, resources and quality they deserve. With our current workload for activate disasters and non-disaster contracts, we have the appropriate staff and resources to provide all services requested in the City of Foley Disaster Recovery Consulting Services. Below is a list of those projects we have been instrumental over the past five years:

Client	Projects	Start	End	Contacts
Kentucky Emergency Management Agency (KYEM)	DR-4550 / DR-4497 / DR-4358 / DR-4361	Jun-18	Current	Jessica Mitchell, Recovery Branch Manager 502.607.5762 Jessica.a.mitchell36.nfg@mail.mil
Larimer County, CO	DR-4145 / DR-4498	Nov-13	Current	Lori Hodges, Director of EM 970.498.7147 lrhodges@larimer.org
Bay County, FL	DR-4399	Oct-18	Current	Ashley Stuckey, Budget Officer 850.248.8240 astuckey@baycountyfl.gov

Client	Projects	Start	End	Contacts
Texas Division of Emergency Management (TDEM)	DR-4485 / DR-4377 / DR-4332 / DR-4245	June-13	Current	Josh Davies , Division Chief 512.462.6142 Josh.Davies@dps.texas.gov
North Carolina Department of Public Safety (NCEM)	DR-4568 / DR-4487	July-20	Current	Todd Wright , Recovery Chief 919.215.1672 todd.wright@ncdps.gov
Monroe County, FL	DR-4337	Sep-19	Mar-20	Julie E. Cuneo, Management Business Services Administrator 305.292.4460 cuneo-julie@monroecounty-fl.gov
City of Parker, FL	DR-4399	Oct-18	Sep-20	Nancy Rowell, City Clerk 850.871.4104 narowell@cityofparker.com
Collier County, FL	DR-4399	Sep-17	Dec-19	Len Golden Price, Administrative Services Department Head 239.252.8450 Len.Price@colliercountyfl.gov
Collier County Public Schools, FL	DR-4399	Sep-17	Dec-19	Siobhan Fox, Budget Director 239.377.0079 FoxSi@collierschools.com
City of Naples, FL	DR-4399	Sep-17	Dec-19	Gary Young, Deputy Finance Director 239.213.1815 Gyoung@naplesgov.com
Naples Botanical Garden, FL	DR-4399	Feb-18	Dec-19	Donna McGinnis, President 239.331.1202 dmcginnis@naplesgarden.org
Eckerd College, FL	DR-4399	Sep-17	Oct-17	Adam Colby, Emergency Management Director 727.864.8260 colbyac@eckerd.edu
City of Flagler Beach, FL	DR-4283 / DR-4399	Oct -16	Oct-18	Kathleen Doyle, Finance Director 386.517.2000 ext. 229 Kdoyle@cityofflaglerbeach.com
Flagler County, FL	DR-4283 / DR-4399	Oct-16	Oct-18	Lorie Bailey-Brown, Financial Services Director 386.313.4036 lbrown@flaglercounty.org
Jackson County, FL	DR-4177 / DR-4399	Jun-14	2018	Rodney Andreasen, Director of Emergency Mgmt 850.482.9678 randreasen@jacksoncountyfl.com

Large Disasters

	DR-4399 - Hurricane Michael Bay County, FL	DR-4337 – Hurricane Irma Collier County, FL
PWs	125	139
Employees	35+	25+
Obligated	\$250M+	\$75M+

Reimbursed	\$175M+	\$64M+
Pre-work done to complete project worksheets	• Site Inspections for formulation completed before FEMA arrived • Project strategy established for each project • Memos of Explanation sent to CRC providing context and faster formulation • Staff in place, documentation and procurement reviews and best practices implemented days following landfall	
Special reimbursement issues	• Largest locally led debris mission in FEMA history; 100% validation of all Cat A costs before payment to avoid de-obligations • Obtained over \$168M in unique advanced funding from FEMA/FDEM	First in the State • PW obligated (Category B) • Category A PW obligated • Request for Reimbursement (RFR) processed • Funding agreement in place
De-obligations	• None at the time of this proposal	
Appeals	• None at the time of this proposal	
Audits	• None at the time of this proposal	• No findings

Debris Management

Synergy Team members were instrumental in the successful delivery of the largest locally led debris mission in FEMA's history when Hurricane Michael hit Bay County, FL in 2018 who utilized the same monitoring firm as the City, Landfall Strategies. **Our innovative "Monitoring the Monitor"™ process saved Bay County millions in erroneous billings and potential debris de-obligations as well as secured an unprecedented \$143.7M in expedited funding for the County's debris operation.** This project set them apart as trendsetters in industry, both in the monitoring and administration of debris projects.

"Setting the New Standard": Mr. Gross has been active in shaping debris state and federal legislation while also presenting nationwide regarding the groundbreaking "Monitoring the Monitor"™ program and debris contract management.

Road Reimbursement

Our experience with facility, including roadways, design, construction, codes and standards and mitigation opportunities will benefit the City as it recovers from Hurricane Sally. Whether it is creative strategies in maximizing your recovery dollars or project coordination, the Synergy team's expertise is second to none.

Following 2014 floods in Jackson County, FL, Synergy team members turned \$6M of est. road damage into \$24M of 428 FEMA funding, paving dirt roads countywide.

While assisting Larimer County, CO recovery from the largest disaster in state history following the floods of 2013, Synergy team members coordinated the award winning Fish Creek Road Corridor project, organizing and managing five applicants utilizing FEMA, FHWA, CDBG-DR grants. Additionally, the team administered more than \$5M of federal dollars for the repairs to private roads and crossings, managing the entire project, including developing CDBG-DR approved surveys, prioritization of projects, site inspections and reimbursement packages.

Appeals & Audit Experience

Synergy Teaming Partner, CohnReznick, has been assisting TDEM since 2013. Over the course of administering over 6,300 projects totaling over \$4.6B, they have successfully managed over **440 appeals across more than a dozen declarations**. Additionally, the Synergy team has successfully navigated **over 75 State and Federal audits** with only one finding, which is currently being contested.

Relationships

One of the core values for **Synergy** is the belief that **"The Client Comes First."** To create true synergy with our clients, we go beyond simply doing our job, we aim to create a lasting relationship by working ourselves out of a job. We treat our clients like family, with respect, care, and our full attention. We consider the City of Foley an integral part of the **Synergy Team**. Your participation, input and feedback are critical to achieving your goals. Rather than taking over a disaster, we prefer to augment your staff and insert ourselves into your already thriving system. This truly encapsulates the definition of "synergy" – combining to produce a greater effect than the sum of its parts.

We develop relationships with our State and Federal partners as well. As an example, we were an integral part in assisting KYEM navigate their "first" two state-led disasters, a practice relatively new in FEMA. Synergy provided PDMGs, a role typically led by FEMA, who worked with the state and FEMA to support over 60+ counties and 130+ applicants throughout the Commonwealth during the 2019 floods. This exemplified how collaboration can support locally led, state supported and FEMA funded recovery. Synergy leveraged relationships at every level of government which resulted in expedited development and obligation of projects statewide.

III. SPECIALIZED EXPERTISE OF TEAM MEMBERS

The Synergy team assembled for the City of Foley is a robust and carefully crafted team of highly qualified and experienced personnel. All staff proposed in this section are full-time employees of the firm(s) and can provide dedicated comprehensive disaster related planning, response, recovery, mitigation and grant management services. In addition to the proposed team Synergy has a large expanse of support from specialized personnel and subject matter experts to meet all the tasks outlined in this RFP's scope of services and asked upon by the City.

The Synergy team of experts is committed to the City of Foley's recovery. **Our only commitment in the wake of 2020 hurricane season is Foley, AL and Bay Minette, AL. We can assure you will not be just another contract served; you will be working directly with our A-team to ensure the City receives the attention and recovery it deserves.** Staff submitted forward for your consideration, including senior leadership, have and will be able to provide hands-on expertise utilizing best practices and lessons learned from practical experience, not just knowledge applied in theory.

The Synergy Team has more than 30 employees who serve in Alabama with offices throughout the state including in Daphne and Mobile. These employees are available during normal business hours and could be available at a moment's during time of emergency or disaster. The rest of the team is no further away than an email or phone call and can be deployed upon notice.

Summary of Resumes

The entire **Synergy Team** offers comprehensive understandings of local, state, and federal regulatory requirements applicable to FEMA, the State of Alabama, local governments and other local, state and federal programs and agency requirements, the disaster/emergency management and public safety industry, operations, processes and goals. The following is the proposed staff to assist the City of Foley in a successful and resilient engagement.

Melinda Hutcherson-Project Manager / Primary Contact

The proposed Project Manager and primary contact for this project is Melinda Hutcherson who bring a diverse background in community planning, preparedness and readiness planning, risk management, procurement and analysis along with her FEMA PA experience. She is a dedicated and committed professional having worked more than 20 federal declarations, managing over \$300M in PA grants. As a former public servant, including working as a Deputy State Public Assistance Officer, Ms. Hutcherson brings a state level perspective to match her local experience to minimize risk and maximize recovery.

Joseph Gross, PMP- **Project Executive**

Mr. Gross brings vision, innovation, and technical assistance to establish Synergy Disaster Recovery as an industry leader in Emergency Management in FEMA Public Assistance, planning, debris, and long-term recovery projects around the country. His efforts developing and implementing innovative techniques, resources and processes have facilitated efficient and expedited recoveries from disasters while also saving his clients millions of dollars. Mr. Gross has been asked to present at numerous conferences and training nationwide and has been a key contributor to white papers and working groups that have shaped federal and state policy. Under the direction as Director of Emergency Management with his previous employer, he was able to increase the department's development nearly 7 times from when he took over.

Tracy Doyle - **Client Liaison**

Ms. Doyle is a credentialed Financial Section Chief and highly skilled subject matter expert in numerous fields. Having worked hurricanes, floods, tornadoes, severe winter storms and other events here diverse knowledge of 44 C.F.R., EHP, procurement, expense tracking/documenting requirements, RFR submissions and closeout procedures gives Ms. Doyle's clients the upper hand when it comes to navigating through FEMA requirements and conducting project writing, obligation, funding, versioning, and closeouts. Ms. Doyle has been requested to speak throughout the country on how to make FEMA's Grants Portal work best for applicants, sharing her "trade secrets" from the hardest impacted counties during Hurricane Michael and Irma. She has also been instrumental in assisting the State of Kentucky implement its first "State-Led" Disaster Recovery in 2019, which was only one of two states in the country to do so last year.

Jeffrey Milk – **Public Assistance Specialist**

Mr. Milk is a Certified Public Assistance Coordinator (PAC) Crew Leader. He is performance driven and experienced in the Public Assistance process and well versed in debris removal, the PAAP Pilot Program and other programs offered. He offers nearly 20 years of experience spanning over a dozen federal declarations, providing expertise in writing project of all categories (A-Z), procurement review, validating and auditing documentation and close out. Mr. Milk is proficient in 44CFR, PAPPG and other FEMA policies and procedures throughout the response and recovery stages of a disaster. He is extremely familiar with FEMA Grants Portal, building EEl's and uploading required documentation.

McKenzie Parrott – **Public Assistance Specialist**

Ms. Parrott is a rapidly rising star in the world of disaster recovery and grant administration, having served as an Assistant Project Manager, Sr. Recovery Specialist and Recovery Specialist over the last several years. Her quick grasp of Public Assistance and organization skills have led to her being a trusted asset in administering some of the local biggest disasters, including leading the program administration of the recovery for Bay County, FL and their nearly \$500M in FEMA PA grants. Ms. Parrott is also a skilled planner, having developed more than 30 disaster related plans over the last four years.

Maria Ramirez – Auditing and QA/QC Specialist

Ms. Ramirez is bi-lingual (English and Spanish) with a bachelor's degree in Business Administration and Accounting. Well versed in 2 CFR 200, cost principles and audit requirements, she brings experience to grant compliance monitoring ensuring that reimbursement requests will be complete and accurate in accordance with all federal and state standards. Ms. Ramirez is a skilled communicator and trainer with the ability to coordinate between all levels of government and teach both internal and external stakeholders.

Andrew Martin – Hazard Mitigation Specialist

Mr. Martin has over twenty (20) years' experience in disaster response, recovery and mitigation. His experience includes working as a FEMA Validation Specialist with Denton CRC, 406 Mitigation Specialist and HMGP experience. Mr. Martin has coordinated with PDMGs in the field to obtain required documents to clarify DDDs, scope of works, and project budgets for multiple disasters.

Mike Gavin – Subject Matter Expert (Training/Exercise)

Mr. Gavin currently serves as Subject Matter Expert for the company. With 42 years of Emergency Management experience, Mr. Gavin is a multi-faceted individual who has served as a Part-Time Instructor at Texas A&M, Incident Commander, and Emergency Manager to name a few. His extensive background in response and recovery, in addition to the leadership roles he has played within his career makes him an indispensable asset to any project.

Kenny Benigno, PMP, PMOC, CFE – Subject Matter Expert (CDBG-DR)

Mr. Benigno, a retired military officer, has directed over \$1B in CDBG-DR, Public Assistance and HMGP funds over his twenty-five (25) year career. He has managed more than 50 projects in which he is proud to boast have all been fully compliant with "Zero Findings" during post disaster audits. Mr. Benigno's extensive leadership experience and planning skills are an invaluable asset to any long term recovery project, from formulating a housing strategy to implementing and coordinating numerous funding sources across multiple projects.

Alan Killen, P.E. – Subject Matter Expert (Engineering)

Mr. Killen has over nine (9) years' experience in engineering primarily focusing on transportation and drainage improvements. Mr. Killen is well versed in the state and federal funding agencies and completed projects with FHWA, ALDOT, ADEM, ADECA, BIA, EDA and NRCS.

Resumes can be provided upon request.

Training

The **Synergy Team** offers a wealth of highly qualified and experienced project team members committed to the City of Foley's recovery from Hurricane Sally, as well as a large cadre pool of other specialized support personnel and subject matter experts to meet all of the tasks outlined in this RFP's Scope of Services. Synergy staff has dedicated expertise to facilitate all grant management activities in harmonization with city staff and current processes. Our staff is well versed on all the latest federal and state guidance and policy, including the newest version of FEMA's Public Assistance Program and Policy Guide (PAPPG) released this past June.

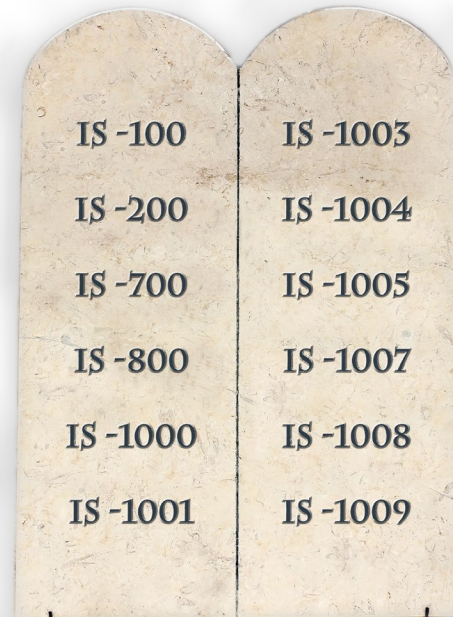
We pride ourselves in being the "go to resource" on the most up to date policies and procedures, so you can get back to your day to day job following a disaster as quickly as possible. Yet we strive to work ourselves out of a job and empower clients to be able to facilitate recovery to the best of your bandwidth through several mediums of trainings.

The Synergy Team fosters continual growth and learning for all staff regardless of level of experience. At a minimum, our staff is armed with what we call the "12 Principles of Synergy's Training", a listing of FEMA independent studies courses that are etched in stone to form the cornerstone of the FEMA Public Assistance grant program under the new delivery model. These courses are a minimum standard for all project personnel to have taken and passed the course exam.

As policy evolves, we evolve. To aid in your recovery or planning efforts the Synergy team promotes successful succession planning from lessons learned to increase availability of capable and experienced employees. Grant programs are constantly adjusting policy and modifying processes, as these alterations are introduced the Synergy team educates themselves, and others to enhance operational efficiency and engagement proficiency.

Since the full rollout of the FEMA Grants Portal system and the new delivery model for Public Assistance in the wake of the 2017 hurricane season, the **Synergy Team** has worked some of the country's biggest disasters resulting in hundreds of millions of dollars of damages. In doing so, we have developed ways in which the to make the new model work best for you, the applicant, rather than FEMA's objectives and timeframes. In fact, we have been asked to present our successful "trade secrets" at conferences and trainings nationwide.

12 PRINCIPLES OF SYNERGY'S TRAINING



IV. TECHNICAL APPROACH

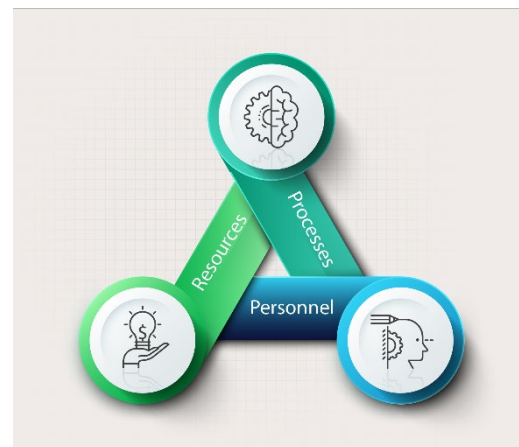
The **Synergy Team** is well versed in all types of Federal disaster recovery grants and programs such as FEMA (PA, HMGP, PDM and FMAG), HUD (CDBG-DR and CDBG-MIT), NRCS (EWP), FHWA (ER), as well as state and local grants. Our expertise will assist in determining what may or may not be eligible and for which grant to submit costs forward to. Many members of our team have extensive knowledge working in FEMA region IV as well as relationships with personnel which can be capitalized for the City of Foley's benefit.

Syntrax Recovery Process

The **Synergy Team** understands that success is not driven by people alone. The right people need to be armed with the appropriate resources, and well thought out, clearly defined processes, to truly succeed. We call this harmonious balance the "**SynTrax Recovery Process**."

Project Management is the cornerstone of the **SynTrax Recovery Process**. We pride ourselves on being proactive, not reactive and measure our success by more than just analyzing your current state of happiness with our progress. We also must look around the corner to recognize any unintended consequences, risks or cascading events that could affect the decisions we make today. Part of this approach is close collaboration and constant communication, including being available for meetings and other activities in short notice.

SYN-TRAX RECOVERY PROCESS



Grant Management

Phase 1: Preparedness

"Failure to plan, is planning to fail". With that said even with the best plan in place, one cannot prepare for everything, but it's the work put in ahead of time through planning, training and exercises, that provide you with the framework and presence of mind to respond and recover from any event.

The **Synergy Team's** training capabilities provide the City of Foley with a diverse team of experienced staff that can contribute to all

Preparedness Activities:

- Plans
- Training
- Exercises
- Plan, Policy and Procedure Review
- Procurement Review
- Ownership & Maintenance Record Collection & Updates

phases of the emergency management cycle. Our team will provide the City with exceptional resources to assist in the facilitation and design of trainings and exercises as well as the development or update of plans.

During blue skies, our strategic services can assist your communities in developing robust preparedness endeavors. Through continued training, planning and exercise efforts, the City can continue to enhance its ability to deal with the expected, and unexpected, shocks that will occur. Just-in-time training will allow for education and reinforcement of recovery best practices such as procurement and documentation standards.

Phase 2: Pre-Obligation (Grant Formulation)

One of the many lessons learned working nationwide is enforcing quality over speed when formulated projects. Taking the time to pay attention to details, ensuring the project is formulated correctly on the front end, eliminates clean up later in the process and often results in quicker and more efficient recovery overall.

The Synergy Team is fully dedicated to the success of the City of Foley, currently having no other clients to assist other than Bay Minette, AL. Our A-team staff and resources will be available at your disposal to provide you the service you need when you need it.

The **Synergy Team's** extensive knowledge of FEMA's Grants Portal along with our SynTrax Recovery Process for project development has proven this methodology true and effective. In the new FEMA PA process, this begins with ensuring damages are captured and documented accurately and comprehensively on the City's Damage Inventory (DI).

The **DI** is a comprehensive listing of the City of Foley's damages from event specific. It will be the cornerstone of your project development, playing a critical role in project grouping, setting site inspections, developing a SOW and more through obligation. If this is not captured well; it will have a trickle-down effect for the remainder of the project lifecycle.

Other critical points under the grant formulation process are:

1. Essential Elements of Information (EIs)
2. Damage Description and Dimensions (DDD)
3. Applicant Final Review

EIs are a series or "roadmap" of questions in the Grants Portal that require supporting documentation based on the answers to the questions. EIs, along with the supporting documentation, are then sent to the Consolidated Resource Center (CRC), where a FEMA representative will attempt to write a project from the information submitted. **One of the best practices that Synergy employs on every project is to attach a brief Memorandum of Explanation (MOE).** The MOE allows you to provide context to your documentation-the details that cannot be gleaned from documentation review alone-so that the person attempting to write the project at the CRC has a deeper understanding of what the scope of the project truly entails. This tried and true method has resulted in quicker and more accurate project formulation nationwide.

The next critical point in the process is when FEMA writes the Damage Description and Dimensions (**DDD**). Review and acceptance of the DDD is critical to ensure an accurate formulation of the project. To ensure all items of the project are captured accurately this document should be cross referenced with the:

- | | |
|--------------------------------|--|
| 1) Damage Inventory (DI) | 4) Memorandum of Explanation (MOE) |
| 2) Damage Assessment Report | 5) Essential Elements of Information (EEI) |
| 3) FEMA Site Inspection Report | |

Before the project is obligated, it will undergo many reviews and then a final review, where you, the applicant, sign off on the project as it is written. This is known as the “**Applicant Final Review**” and it is the last critical step before a project becomes obligated (FEMA funded). For many applicants, it may be the first time where the project is reviewed in its entirety. It is important at this point to:

- ✓ Ensure scope is accurate and no damages are missing
- ✓ Work completed is to be included
- ✓ Cost estimate is close to anticipated if fixed cost offer is not accepted. If fixed cost offer is accepted, the cost should reflect that.

Project Formulation Strategy

Each project will have different aspects that need to be taken under consideration. The intricacies of the project will need to be contemplated and designated discussions should be scheduled for the strategy of each PW, starting with identifying the most advantageous funding source for the collective projects. Our team will review each project with city staff to ensure we are strategic with the approach to maximize your recovery efforts, taking into consideration factors such as:

- ✓ Are there alternative funding sources outside of FEMA PA?
- ✓ Is this a good candidate for a capped project (i.e. Alternative/428, Alternate or Improved)?
- ✓ Should this be a standard lane or completed lane project?
- ✓ Are there hazard mitigation opportunities?
- ✓ Is this a priority project and what level of priority?
- ✓ Is there an opportunity for an expedited project or advancement of funding?

Knowing the considerations and understanding the advantages and disadvantages to capped projects is more important today than ever. Effective June 1st, 2020 FEMA reshaped their guidance resulting in a paradigm shift in capped projects. Though Alternative Procedures Projects are not a new concept, it is imperative to consider good candidates early in the process. There is now a limited window to accept a fixed cost offer, and once accepted, the project is final.

Phase 3: Post-Obligation (Grant Management)

Having a project obligated is comparable to having money deposited to your checking account. However, just because there is money in your account, does not mean you get to spend it however you see fit. The State, and more specifically AEMA, acts like the bank, and needs to ensure you submit all the appropriate documentation and are following your project's approved scope of work, in order to allow you to draw down your funds a.k.a. **Requests for Reimbursement (RFRs)**. Additionally, there are other grant requirements to fulfill such as quarterly reports, documenting scope and cost changes and project closeout.

Post-Obligation (Grant Management) Activities:

- RFRs
- Versions/Amendments
- Quarterly reports
- Time Extensions
- Project Closeout/Appeals/Audits

RFRs

The **SynTrax Recovery Process** allows for the creation and submittal of RFRs in an expedited and efficient manner, allowing the **Synergy Team** to work with the City of Foley to receive reimbursements quicker than most applicants in the State. Once a cumbersome process, **Synergy** has simplified this method by utilizing a sophisticated Excel Workbook, which provides real time project information, and is paired with our organized documentation system that identifies the documentation required, to make your requests for reimbursements a cinch.

Scope Changes and Cost Overrun Versions

Projects do not always fall in line as they were originally written in the Pre-Obligation process for many reasons, some of which are completely out of our control. When this happens, projects will need a change to the obligated scope and a scope change request needs to be brought to the State's attention as soon as it is known.

Another consideration in the process is when estimated costs do not mirror actual project costs, and AEMA needs to be notified through a cost overrun version. Utilizing the **Synergy Recovery Process**, the **Synergy Team** can track when any eligible expenditure is close to reaching, or by how much it may be exceeding, its obligated amount, allowing us to notify AEMA if additional funds are needed to keep complete the project. At **Synergy**, we recommend formulating cost overrun versions if eligible expenses are going to be greater than 15% of the obligated amount.

As a best practice, all scope changes and cost overruns project versions submitted by the **Synergy Team** will be accompanied with a revised Memo of Explanation updating the original version submitted under the Grant Formulation process.

Project Closeout, Appeals and Audits

When a project is complete and all actual costs are known, a project enters project closeout, and a project closeout package is prepared and submitted. Closeout activities include:

- ✓ Reviewing projects for missed funding opportunities
- ✓ Reviewing expenditures for compliance with regulations
- ✓ Reconciling closeout accounts internally
- ✓ Requesting formal closeout from funding source(s)
- ✓ Recording and reporting on variances
- ✓ Closing accounts
- ✓ Variance reporting (if required)

All project closeout packages the **Synergy Team** prepares are uniform. They have a standard naming convention and index which allows AEMA final review to proceed in an expedited manner as they have a consistent approach.

Quality Assurance and Quality Control Plan (Progression Audits)

Progression Audit critical points in the FEMA PA Process:

- ✓ Damage Inventory
- ✓ Site Inspections
- ✓ EELs
- ✓ RFRs
- ✓ Versions
- ✓ Closeout

The **Synergy Way** emphasizes taking pride in one's work, leading to quality deliverables. The **Synergy Team** has established numerous quality assurance / quality control (QA/QC) measures that we will utilize throughout our relationship. Having put together various tools and resources, such as standard operating procedures (SOPs), checklists and project/progress trackers, throughout all our engagements, we are able to ensure quality radiates through every task on your project. Once such measure is our "Progression Audit". These audits are

reviews utilized as a tool to catch any potential issues early, so corrective action may be applied. We at **Synergy** have taken this strategy to heart, by instituting this same philosophy into our overall grant management process. Within the grant management process our team has identified critical junctures and approvals stages where we have established "progression audits" to take place prior to proceeding.

The goal is to provide feedback and specific training to the client and our staff while prevalent, as opposed to waiting until further along the process, when certain actions lead to project delays or needed corrections.

V. COST OF SERVICES TO THE CITY

Position Description (Consulting Services)	Pre-Disaster Rates	Post-Disaster Rates
Project Executive	\$225.00	\$225.00
EOC Support	\$135.00	\$135.00
Project Manager	\$165.00	\$165.00
Subject Matter Expert (SME)	\$220.00	\$220.00
Client Liaison	\$150.00	\$150.00
Assistant Project Manager	\$155.00	\$155.00
Sr. Grants Specialist	\$145.00	\$145.00
Grants Specialist	\$125.00	\$125.00
Hazard Mitigation Specialist	\$135.00	\$135.00
Environmental Specialist	\$115.00	\$115.00
Data Analyst	\$100.00	\$100.00
Site Inspector	\$100.00	\$100.00
Sr. Engineer	\$210.00	\$210.00
Mid Engineer	\$160.00	\$160.00
Jr. Engineer	\$100.00	\$100.00
Sr. Architect	\$210.00	\$210.00
Mid Architect	\$160.00	\$160.00
Jr. Architect	\$100.00	\$100.00
Construction Manager	\$135.00	\$135.00
GIS Specialist	\$100.00	\$100.00
Admin	\$40.00	\$40.00

Position Description (Education Services)	Pre-Disaster Rates	Post-Disaster Rates
HSEEP Exercise Manager	\$145.00	\$145.00
HSEEP Exercise Specialist	\$125.00	\$125.00

All rates are inclusive of all reimbursable expenses (direct or indirect), except for travel as required and approved by the City. Travel shall be in accordance with Federal Travel Regulations, GSA, and State of Alabama regulations.

Management Costs

The **Synergy Team** will work to ensure that all work performed for any grant will be performed and documented in accordance with grant requirements for administrative/management costs. One of the many significant changes introduced with the Disaster Recovery Reform Act of 2018 was a change in the way FEMA administered management costs.

The City of Foley will be eligible for up to 5% of the total of the final costs of eligible PA projects at 100% federal funding. These costs no longer need to be tracked project by project and include indirect and travel costs, alleviating the time consuming and administratively burdening task of tracking under previous guidance. This means, that as your consultant, we can better utilize our time (and your budget) on activities that are more of a priority and this will be entirely covered without any cost share to you.

Since the rollout of the new FEMA delivery model in 2017, Synergy has been 100% successful in recovering fees paid to us by clients from FEMA. **In Collier County, following Hurricane Irma, not only did the County recovery fees for direct administrative costs, but at our recommendation, utilized the direct administrative cost pilot program (DAC PAAP) to secure an additional \$2M of excess funds to utilize for capital projects.** Additionally, under the new interim policy for management costs, our clients have received all costs submitted for reimbursement, including indirect costs such as air travel, housing, per diem and rental car fees.

VI. REFERENCES

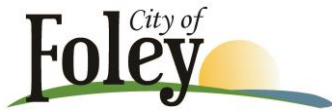
The **Synergy Team** has provided exceptional service to numerous clients over the years, and we value each engagement, all of which have met or exceeded expectations and been completed within assigned budget. We look forward to the opportunity of working on this very important contract for the City of Foley and encourage you to contact any of our references listed here or previously as a testament of our performance. We truly believe they will re-affirm our abilities to best serve the City of Foley

PROJECT	LARIMER COUNTY, CO COVID-19 & DR-4145
Client Name:	Larimer County, CO
Reference:	Lori Hodges
Title:	Director of Emergency Management
Address:	200 W. Oak Street, Fort Collins, CO 80521
Email Address:	lrhodes@larimer.org
Phone Number:	970.498.7147
PROJECT	BAY COUNTY, FL HURRICANE MICHAEL – DR-4399
Client Name:	Bay County, FL
Reference:	Ashley Stukey
Title:	Budget Officer
Address:	700 Hwy 2300, Panama City, FL 32409
Email Address:	astukey@baycountyfl.gov
Phone Number:	850.248.8240
PROJECT	COLLIER COUNTY, FL HURRICANE IRMA – DR 4337
Client Name:	Collier County, FL
Reference:	Bendisa Marku
Title:	Recovery Manager / Senior Operations Analyst
Address:	840 W. 11 th St., Panama City, FL 32401
Email Address:	BendisaMarku@colliergov.net
Phone Number:	239.252.8499

VII. ACCEPTANCE OF CONDITIONS

Synergy Disaster Recovery has no exceptions to the terms and conditions of this RFP.

VIII. ADDITIONAL REQUIREMENTS



COMPANY INFORMATION:

Company Name:	Synergy Disaster Recovery LLC		
Submitted By:	Andre Duarte, President/COO		
Mailing Address:	1530 Findlay Way, Boulder CO 80305		
Telephone Number:	(954) 465-8084		
Fax Number:	N/A		
E-Mail Address:	ADuarte@SynergyDisasterRecovery.com		
Ethics Disclosure:	Are you a City of Foley Appointed Official? Are you a City of Foley Employee? Are you the spouse of a City of Foley Appointed Official or Employee?	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No	

ADDENDUM ACKNOWLEDGEMENT:

Company acknowledges receipt of the following addendums and has incorporated the requirements of such addendums into this Request for Proposal.

(List all addendums issued for this proposal.)

No.	Date

No.	Date

No.	Date

No.	Date

No.	Date

No.	Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/18/2020

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 have ADDITIONAL INSURED provisions or 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 Hub International Florida 777 SW 37th Avenue, Suite 500 Miami FL 33135	CONTACT NAME: Eliana Dennie PHONE (A/C, No, Ext): 305-444-2324 E-MAIL ADDRESS: eliana.dennie@hubinternational.com FAX (A/C, No): 305-444-1974
INSURED Synergy Disaster Recovery, LLC 1530 Findlay Way Boulder CO 80305	INSURER(S) AFFORDING COVERAGE INSURER A : Axis Surplus Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 26620

COVERAGES

CERTIFICATE NUMBER: 549090917

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			EMP20001887-01	1/4/2020	1/4/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			EMP20001887-01	1/4/2020	1/4/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			EMX20000480-01	1/4/2020	1/4/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	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				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractor Pollution Liability Professional Liability			EMP20001887-01	1/4/2020	1/4/2021	Aggregate 2,000,000 Aggregate 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

PROOF OF INSURANCE ONLY

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/06/2020

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.

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PRODUCER Pinnacol Assurance 7501 E. Lowry Blvd. Denver, CO 80230-7006	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Pinnacol Assurance INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	FAX (A/C, No): NAIC # 41190
INSURED Synergy Disaster Recovery LLC 1530 Findlay Way Boulder, CO 80305		

COVERAGES

CERTIFICATE NUMBER:

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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	4221519	01/10/2020	01/01/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Unless otherwise stated in the policy provisions, coverage in Colorado only. • Type of work being conducted in Wyoming • Hazard Mitigation Planning Services • Date work with start in Wyoming • 01/14/2020 • Projected end date • 02/01/2020 • 09/30/2024 • Number of employees conducting work in Wyoming • one.

CERTIFICATE HOLDER

2060984
Colorado Division of Workers Compensation
633 17th Street
Denver, CO 80202
cdle_dowc_filings@state.co.us

CANCELLATION

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

Pinnacol Assurance

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Company ID Number: 1598856

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Synergy Disaster Recovery LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer Synergy Disaster Recovery LLC	
Name (Please Type or Print) Bethany Duart	Title
Signature Electronically Signed	Date 10/16/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/16/2020

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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Synergy Disaster Recovery LLC
Company Facility Address	1530 Findlay Way BOULDER, CO 80305
Company Alternate Address	
County or Parish	BOULDER
Employer Identification Number	843533519
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	5

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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

COLORADO	1 site(s)
ALABAMA	1 site(s)
FLORIDA	1 site(s)
KENTUCKY	1 site(s)
TEXAS	1 site(s)

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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Andre Duart
Phone Number (954) 465 - 8084
Fax Number
Email Address aduart@synergydisasterrecovery.com

Name Bethany M Duart
Phone Number (954) 817 - 7441
Fax Number
Email Address bduart@synergydisasterrecovery.com



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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant, Synergy Disaster Recovery LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Consultant's Authorized Official

Andre Duarte, President/COO

Name and Title of Consultant's Authorized Official

October 21, 2020

Date



Certification Regarding Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Consultant Covered Transactions

- (1) The prospective Consultant of the Recipient, Synergy Disaster Recovery LLC, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's Consultant is unable to certify to the above statement, the prospective Consultant shall attach an explanation to this form.

CONSULTANT:

Synergy Disaster Recovery LLC

By

Signature

Andre Duarte, President/COO

Name and Title

1530 Findlay Way

Street Address

Boulder, CO 80305

City, State, Zip

10/16/2020

Date

Recipient's Name

Division Contract Number

FEMA Project Number

