

STATE OF SOUTH CAROLINA)
)
)
Town of Seabrook Island)

CONTRACT
Emergency Preparedness Services

THIS CONTRACT (hereinafter the "Contract") is made and entered into this 20th day of July, 2020 by and between the **TOWN OF SEABROOK ISLAND**, South Carolina, a public body corporate and politic and political subdivision of the State of South Carolina, (hereinafter the "Town") and **EGROUP HOLDING COMPANY, LLC**, a (South Carolina) Limited Liability Corporation, the address of which is 482 Wando Park Boulevard, Mount Pleasant, SC 29464 (hereinafter the "Contractor"), ("Party" as to each; collectively the "Parties").

WITNESSETH:

WHEREAS the Town wishes to contract for emergency preparedness services ("Services") more specifically described in Exhibit C– Scope of Services; and

WHEREAS the Contractor has represented to the Town that its staff is qualified to provide the Services required, and to perform this Contract in a professional and timely manner; and

WHEREAS the Town has relied upon the above representations by Contractor; and

NOW, THEREFORE, for and in consideration of these promises, of the mutual covenants herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and the above-referenced recitals incorporated into this Contract herein by reference, the Parties hereto hereby agree as follows:

Section 1. Contract Documents

The Parties agree that the term "Contract Documents" shall include the following, which are attached hereto and incorporated herein by reference as if set out in full:

- Exhibit A: Scope of Services
- Exhibit B: Insurance Requirements
- Exhibit C: Contractor's Insurance certificate(s) and endorsement(s)

Section 2. Performance of Services

The Contractor agrees to perform and furnish all labor, supervision, materials, equipment, transportation and supplies necessary for the completion of the Services required under this Contract in a professional, timely manner, in accord with all applicable laws, rules and regulations.

The Contractor shall provide the Services as specified in the Notice to Proceed, but not before said notice is issued. Coordination of the Services and administration of this Contract shall be by the Town's town administrator ("Town Administrator").

Section 3. Contract Price: Payment Terms

The Town agrees to pay for the performance of the Services described in this Contract, including all items necessary to accomplish and complete the Services, in accordance with all terms and conditions as stated herein on the following basis:

Service Description	Price per Instance
Disaster Recovery Council Meetings (including all deliverables up to single substantive revision of summary report)	\$1,160.00/Meeting
Comprehensive Emergency Plan Updates (including all deliverables)	\$2,320.00/Update
Tabletop Exercises (including all deliverables up to single substantive revision of summary report)	\$4,905.00/Eight Hours of Session(s)
Services not otherwise specified and requested by Town ("On Call Services")	\$237.50/Hour

Contractor shall submit invoices to Town for charges for Services incurred hereunder. Payment for Services shall be made within thirty (30) days of Town's receipt of Contractor's invoice. Payments shall be net of any outstanding credit for payments made and not reflected on Contractor's invoice.

Section 4. Time: Term of Contract

The Town hereby contracts with Contractor to provide the Services specified herein for a period of one (1) year beginning [REDACTED].

The Town reserves the right to extend this Contract twice on an annual basis, if it is determined to be in its best interest. Any request for a price increase must be made in writing at least ninety (90) days prior to the anniversary date of the Contract, or sooner if so requested by the Town. Any request will be evaluated prior to exercising the option to extend. The Town will be the sole judge as to whether any price increase will be approved.

The Contractor expressly acknowledges that time is of the essence in performance of Services of this Contract and that the time limits set forth for Services in Exhibit A are critical components of the Contract. The Contractor warrants and represents that it has taken these facts into consideration and has determined that it can complete the Services within these time limits, including time for likely delays caused by weather or from other sources. The Contractor will not be compensated for any delays beyond the time set forth herein. The Contractor's only remedy for delays may be an extension of time to perform the Services. Due consideration will be given to claims for an extension of time due to extraordinary circumstances only.

Section 5. Insurance Requirements

The Contractor, at its own expense, shall at all times during the term of the Contract, maintain insurance which meets all of the requirements set forth in Exhibit B – Insurance Requirements, and

as included in Exhibit C, Insurance Certificate(s) and Endorsement(s), which are attached hereto and incorporated by reference. The Town may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding the Contractor's coverages, coverage amounts, or other such relevant and reasonable issues related to this Contract. The Contractor shall also require any subcontractors to carry the same coverages in the same amounts.

The Town must be advised immediately of any lapse changes in required coverages.

Section 6. Compliance with Legal Requirements

All applicable federal, state and local laws, ordinances, and rules and regulations of any authorities (including, but not limited to, any laws, ordinances or regulations relating to the S.C. Department of Revenue or the S.C. Board of Contractors) shall be binding upon the Contractor throughout the pendency of the provision of Services. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the Town harmless and indemnify same in the event of non-compliance as set forth in the Contract.

By signing this Contract, the Contractor certifies that it will comply with the applicable requirements of Title 41, Chapter 8 of South Carolina Code of Laws, 1976, as amended, and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 41, Chapter 8 is inapplicable to the Contractor and its subcontractors or sub-subcontractors; or (b) that the Contractor and its subcontractors or sub-subcontractors are in compliance with Title 41, Chapter 8.

The Contractor agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 41, Chapter 8, and (b) include in its contracts with the subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 41, Chapter 8.

The Contractor agrees to and shall certify agreement to abide by the requirements under Title VI of the Civil Rights Act of 1964, and other non-discrimination authorities under Federal Executive Order Number 11246, as amended, and specifically the provisions of the equal opportunity clause.

The Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations of any authorities throughout the duration of this Contract. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold Town harmless and indemnify same in the event of non-compliance.

Section 7. Contractor's Warranties and Representations

The Contractor represents that its staff is knowledgeable about and experienced in performing the Services required in this Contract and warrants that it will use best skill and attention to provide above described Services in a professional, timely manner. The Contractor is fully qualified to act as the general contractor for the required Services and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the general contractor for, and to perform the Services. The Contractor is familiar with the site at which the Services are to be

performed.

The Contractor warrants and represents that it shall be responsible for all subcontractors working directly for it, as well as for their work product, as though Contractor had performed the Services itself. The Town Administrator may, in writing, require the Contractor to remove from the work site any employee or subcontractor the Town Administrator deems incompetent, careless or otherwise objectionable.

If equipment, materials and supplies are to be included as part of the Services provided, all equipment, materials and supplies so included and provided by the Contractor are to be of the most suitable grade for the purposes intended. When requested, the Contractor shall furnish the Town for approval the name of the manufacturer, the model number and other identifying data and information respecting the performance, capacity and rating of the machinery and other mechanical equipment which is incorporated in the Services provided. Machinery, equipment and materials installed and / or used without the prior approval shall be at risk of rejection.

Section 8. Retention of Records

The Contractor agrees to maintain for three (3) years from the date of Final Payment, or until the end of any audit or closure of all pending matters under this Contract, whichever is later, all books, documents, papers, and records pertinent to this Contract. The Contractor agrees to provide to the Town, any federal grantor agency, the Comptroller General of the United States, any state grantor agency, any assignee, or any of their duly authorized representatives access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them. The Contractor further agrees to include these provisions in any subcontracts issued in connection with this Contract.

Section 9. State and Local Taxes

Except as otherwise specifically provided for in the Contract, Contract prices shall *include* all applicable state and local taxes.

The Contractor shall calculate that portion of the Contract which is subject to the South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to South Carolina Department of Revenue (SCDOR) by Contractor. If the Contractor is a non-South Carolina company, the Town will withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes Town with a valid South Carolina Use Tax Registration Certificate Number.

The Contractor shall indemnify and hold harmless the Town for any loss, cost, or expense incurred by, levied upon or billed to the Town as a result of Contractor's failure to pay any tax of any type due in connection with this Contract.

The Contractor shall ensure that the above sections are included in all subcontracts and sub-subcontracts and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

Section 10. Independent Contractor

The Contractor is an independent contractor and shall not be deemed the agent or employee of the Town for any purpose whatsoever. The Contractor shall not hold himself out as an employee of the Town, and shall have no power or authority to bind or obligate the Town in any manner, except the Town shall make payment to the Contractor for the Services provided and necessary expenses related thereto as herein provided. The Contractor shall obtain and maintain all licenses and permits required by law for performance of this Contract by him or his employees, agents, and servants. The Contractor shall be liable for and pay all taxes required by local, state or federal governments, including but not limited to social security, Workers' Compensation, employment security, and any other taxes and licenses or insurance premiums required by law. No employee benefits of any kind shall be paid by the Town to or for the benefit of the Contractor or its employees, agents, or servants by reason of this Contract.

Section 11. Other Contracts

The Town reserves the right to undertake or award other contracts for additional work or services, and may elect to complete portions of the Services included in this Contract using its own forces or through other contracts, and the Contractor shall fully cooperate with such other contractors, Town employees and shall carefully fit its own work or services to such work or services as may be directed by the Town. The Contractor shall not commit or permit any act by its employees or subcontractors which will interfere with the performance of work or services by any other contractor or by Town employees.

Section 12. Permits and Licenses

The Contractor, and any subcontractor, shall, without additional expense to the Town, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of South Carolina or the Town or any other authority having jurisdiction over the provided Services. The Contractor and all subcontractors and sub-subcontractors doing business within the corporate limits of the Town of Seabrook Island shall acquire and maintain a valid town business license. Prior to execution of this Contract, the Contractor and subcontractor may be required to provide a copy of its current applicable Contractor's Licenses issued by the State of South Carolina and the Town.

Section 13. Safety, Health, and Security Precautions

The Contractor shall take proper safety, health and security precautions to protect its workers and the Town's property, workers and the public at all times during the term of this Contract. All materials shall be stored securely, protected from theft or damage.

Section 14. Conditions Affecting the Services

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location where the Services will be provided, and the general and local conditions which can affect the provision of Services or the cost thereof. Any failure by the Contractor to do so

will not relieve it from responsibility for successfully performing the Services without additional expense to the Town. The Town assumes no responsibility for any understandings or representations concerning conditions made by any of its officers or agents prior to the execution of this Contract, unless such understandings or representations by the Town are expressly stated in this Contract.

Section 15. Repair of Damages

During the provision of Services, the Contractor will restore or replace, when and as directed by the Town, any public or private property damaged or destroyed by the Contractor's work, equipment or employees to a condition at least equal to that existing immediately prior to the beginning of the Services.

Section 16. Deliverables Warranty and Limitation of Liability

Contractor warrants and represents that items prepared by Contractor and delivered to the Town in performance of Services, including without limitation, original works of authorship ("Deliverables") shall be prepared in a good and workmanlike manner by persons qualified by reason of education, training or experience to prepare the same in conformance with applicable standards in the industry and shall conform to any description or specification provided or approved by the Town. In the event any Deliverable, or part thereof, is found by the Town not to conform to the foregoing warranty, Contractor shall reperform the relevant Services and provide conforming Deliverables without delay from any applicable delivery date agreed by the Town.. In the event Contractor is unable to timely deliver a conforming Deliverable, or part thereof, Contractor shall accept return of the non-conforming Deliverable and refund or credit the amount of any payment made or due therefore.. UNDER NO CIRCUMSTANCES SHALL EGROUP BE LIABLE FOR ANY INDIRECT, GENERAL, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING LOST PROFITS, LOST SAVINGS, LOSS OF DATA OR LOSS OF USE), EVEN IF EGROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE REASONABLY FORESEEN SUCH DAMAGES, NOR FOR ANY CLAIMS ARISING FROM CUSTOMER'S USE OR TRANSFER OF ANY SERVICES SOLD HEREUNDER.

If an amount of damages are agreed to by the Town and Contractor or awarded by a Court, the Town shall have the right to deduct from and retain, out of monies which may be then due or which may become due and payable to the Contractor, the amount of such damages; and if the amount so retained by the Town is not sufficient to pay in full such damages, the Contractor and/or its sureties shall pay to the Town the amount necessary to effect payment in full of such damages.

Section 17. Suspension of Services

The Town Administrator may order, in writing, the Contractor to suspend, delay, or interrupt all or any provision of Services for such period of time as he may determine to be appropriate for the convenience of the Town. The Town may suspend performance of its obligations under this Contract in good faith for the convenience of the Town or to investigate matters arising out of the performance of Services.

The Town Administrator may order suspension of the Services in whole or in part for such time as he deems necessary because of the failure of the Contractor to comply with any of the requirements of this Contract, and the Contract's completion date shall not be extended on account of any such suspension of the provided Services, unless a change of the completion date is agreed in

writing by the Town Administrator.

When the Town Administrator orders any suspension of the Services under the paragraph above, the Contractor shall not be entitled to any payment for Services with respect to the period during which such Services are suspended and shall not be entitled to any costs or damages resulting from such suspension.

The rights and remedies of the Town provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

Section 18. On Call Services and Modifications

The Town Administrator may request services not otherwise specified (“On Call Services”) to be performed by Contractor at the hourly rate set forth in Section 3. hereof. Any such requests shall be in writing (inclusive of email), and will contain specific detail of work requested. Based on the request, Contractor shall notify the Town of any and all estimated charges that it deems necessary to performance of agreed On Call Services. Once approved by The Town, contractor will begin work at mutually agreed upon time. Contractor shall include those of such charges approved by the Town on its invoice(s) for performance of On Call Services. Contractor shall perform On Call Services on a schedule approved by the Town. The Contractor and Town may mutually agree to changes of work to be performed under this agreement and to adjustments of Contractor’s fees occasioned by such agreed changes of work.

Section 19. Termination

A. For Convenience

The Town Administrator, by advance written notice, may terminate this Contract when it is in the best interests of the Town. If this Contract is so terminated, the Contractor shall be compensated at the rate specified in the Contract for all necessary and reasonable direct costs of performing the Services to the date of termination. The Contractor will not be compensated for any other costs in connection with a termination for convenience. The Contractor will not be entitled to recover any damages in connection with a termination for convenience.

B. For Default

If the Contractor refuses or fails to perform the Services or any separable part thereof in a timely or workmanlike manner in accordance with the Contract Documents, or otherwise fails to comply with any of the terms and conditions of the Contract Documents deemed by the Town to be material (including, without limitation, the requirement that Contractor obtain and maintain in force all necessary permits), such refusal or failure shall be deemed a default under this Contract.

In the event of a default under this Section, the Town shall have the right to terminate forthwith this Contract by written notice to the Contractor. In the event of such default,

advance notice for termination is waived and the Contractor shall not be entitled to any payment in excess of pro-rata costs for performance completed up to the date of notice of termination under this section, such costs to be exclusive of any refund or credit owing to Town pursuant to Section 16.

C. Termination for Non-Appropriation of Funds

The Town Administrator, by written advance notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a federal, state, Town or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Services actually provided to the date of such termination. The Contractor will not be compensated for any other costs in connection with a termination for non-appropriation or unavailability of funds. The Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation or unavailability of funds, including, but not limited to, lost profits.

D. Rights Cumulative

The rights and remedies of the Town provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

Section 20. Indemnification

Except for expenses or liabilities arising directly from the negligence or intentional acts of the Town, the Contractor hereby expressly agrees to indemnify, defend and hold the Town harmless against any and all expenses and liabilities arising out of the performance or default hereunder as follows:

The Contractor expressly agrees that to the extent that there is a causal relationship between (A) its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the Contractor and (B) any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the Town and/or its officers or employees or by any member of the public, it shall indemnify, defend and save the Town and its officers and employees harmless from and against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising directly or indirectly out of the performance of this Contract. Such costs are to include, without limitation, defense, settlement and reasonable attorney's fees incurred by the Town and its employees. This obligation to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the Town's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the Town submits notice, Contractor shall promptly defend any aforementioned claim, demand or lawsuit. This obligation shall survive the suspension or termination of this Contract. The

limits of insurance required in this Contract shall not limit the Contractor's obligation of indemnification under this Section. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

Section 21. Gratuities and Kickbacks

- A. **Gratuities**. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

- B. **Kickbacks**. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Violation of this section may result in Contract termination.

Section 22. Subcontractors

If any subcontractors will be used for this project, the Contractor shall provide to the Town Administrator a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor. The Contractor shall not substitute other subcontractors without the written consent of the Town Administrator. The Contractor shall be responsible for all services performed by a subcontractor as though they had been performed by the Contractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations. If at any time the Town Administrator determines that any subcontractor is incompetent or undesirable, he or she shall notify the Contractor accordingly, and the Contractor shall take immediate steps for cancellation of the subcontract and replacement. Nothing herein shall create any contractual relationship between any subcontractor and the Town.

It shall be the Contractor's responsibility to ensure that all terms required in this Contract are incorporated into all subcontracts

Section 23. E-VERIFY

Pursuant to Section 8-14-20(B) and Title 41, Chapter 8, of the South Carolina Code of Laws, 1976, as amended, the Contractor agrees to register and participate in the federal E-Verify work authorization program to verify the employment authorization of all new employees, and will require agreement from its subcontractors, and through the subcontractors, any sub-subcontractors, to

register and participate in the federal work authorization program to verify the employment authorization of all new employees.

Section 24. Confidentiality and Use of Name

Contractor agrees that it will not release any information relating to this Contract including without limitation press releases, advertisements, or marketing materials without the prior written consent of the Town.

Section 25. Proprietary Rights

The Contractor hereby expressly disclaims for itself and any subcontractor engaged in performing Services under this Contract any proprietary rights in any item delivered to Town as contemplated by the Scope of Services of Exhibit B. Contractor shall procure all rights necessary to convey all such deliverable items to Town free of any claim of proprietary rights by its subcontractors. In the event any claim is asserted against the Town by any person asserting a proprietary right in any of such deliverable items, Contractor shall defend Town, at Contractor's sole cost and expense and shall obtain for the Town the right to use and distribute all such deliverable items without cost to the Town.

Section 26. Force Majeure

The Town will not be liable for contract default or delay due to acts beyond its reasonable control. Contractor shall inform the Town in writing whenever it becomes aware of facts or circumstances which may delay or prevent its performance.

Section 27. Assignment

The Contractor shall not assign in whole or in part by the Contractor without the prior written consent of the Town. The Contractor shall not assign any money due or that may become due to it under said Contract without the prior written consent of the Town. Each Party binds itself, its successors, assigns, executors, administrators or other representatives to the other Party hereto and to successors, assigns, executors, administrators or other representatives of such other Party in connection with all terms and conditions of the Contract.

Section 28. Controlling Law

The laws of South Carolina shall govern this Contract.

Section 29. Entire Contract

This Contract constitutes the entire understanding and agreement between the Parties hereto and supersedes all prior and contemporaneous written and oral contracts between the Parties and their predecessors in interest regarding the subject matter of this Contract. This Contract may not be changed, altered, amended, modified, or terminated orally, except as specifically provided, and any such change, alteration, amendment, or modification must be in writing and executed by the

Parties hereto.

Section 30. Severability

Should any part of this Contract be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor this Contract as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to so survive.

Section 31. Non-waiver

Any waiver of any default by either Party to this Contract shall not constitute waiver of any subsequent default, nor shall it operate to require either Party to waive, or entitle either Party to a waiver of, any subsequent default hereunder.

Section 32. Set-Off

The Town shall at all time have the right to set-off any amounts owing from the Contractor to the Town against any amount owing from the Town to the Contractor. At the Town’s option, repayment in lieu of set-off may be required.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract under their several seals the day and year first written above.

Contractor

Town of Seabrook Island

By: W. Benjamin Gaddy

By: _____

Its: **Ben Gaddy – Principal, Operations**

Its: _____

Attest: _____

Attest: _____

EXHIBIT A
SCOPE OF SERVICES

The Town of Seabrook Island (“Town”) desires to obtain professional services to assist the Town with its efforts directed to improving emergency preparedness for response to disaster events. The required shall include the following:

Disaster Recovery Council (DRC) Meetings

The Town has established a Disaster Recovery Council (“DRC”) comprising Town Officials and representatives of organizations within the Town for purposes of coordinating response to disaster events. The Town will from time-to-time convene meetings of the Disaster Recovery Council for particular purposes specified by the Town. For such meetings, the Contractor will:

1. No later than five days prior to a scheduled DRC meeting, deliver a proposed meeting agenda to the Town for review;
2. Revise the proposed agenda as requested by the Town and deliver a final version of the agenda no later than one day prior to the DRC meeting;
3. Facilitate the DRC meeting in accordance with the final agenda;
4. Not later than seven (7) days following the DRC meeting, deliver a draft summary report for review by the Town, the draft report documenting the following items:
 - a. Status of previous action items discussed at the meeting;
 - b. New action items identified at the meeting;
 - c. Brief summary of issues and topics discussed at the meeting;
 - d. Recommendations for future meetings and related activities identified at the meeting
5. Prepare and deliver a revised summary report to the Town, the revised summary report reflecting changes to the proposed in accordance with changes requested by the Town.

Comprehensive Emergency Plan Updates

The Town has developed and maintains a Comprehensive Emergency Plan (“CEP”) providing information and guidance for the Town’s response to disaster events. The CEP comprises: a table of contents; background material concerning CEP development; a general emergency response plan to guide emergency response for disaster events not associated with particular emergency response plans; emergency response plans for particular disaster events such as hurricanes, earthquakes and pandemics; an emergency response plan for Town Hall addressing particular events, and a collection of appendices providing information to support implementation of emergency response plans and including: instructions for updating the Town’s internet accessible communication channels, contact information for organizations and individuals; evacuation destinations; and, templates for orders, public information statements and other emergency response documents. Under the CEP, all members of Town Council and the Town Administrator are assigned roles as “Town Officials” with

defined responsibilities for emergency response in accordance with particular CEP response plans. The complete CEP is distributed to all Town Officials, an edited version is distributed to DRC member organizations; and, a further edited version is made available to the public through the Town's website. The Town undertakes review and revision of the CEP at least once annually, additional revisions can be undertaken to respond to events impacting CEP content. In connection with the Town's revision of the CEP, the Contractor will:

1. Prepare and deliver proposed revisions of the CEP for review by the Town, the proposed revisions will be made in accordance with written requests received from the Town (requests can include references to final summary reports action items that pertain to CEP improvements);
2. Prepare and deliver reproducible files of revised versions of the CEP, the revised versions reflecting changes requested by the Town following its review of the proposed revisions;

Tabletop Exercises

The Town arranges training and exercise sessions for the DRC to improve emergency response preparedness and the CEP. Such sessions are planned to be completed within a total of about eight (8) hours time and can be conducted in two half-day sessions. The Town will determine the scheduling of such sessions and particular emergency response topic(s) to be addressed by the sessions. The Contractor will:

1. Prepare and deliver a proposed agenda for each half-day session for review by the Town;
2. Develop supporting focused response scenarios to be included in exercise sessions;
3. Facilitate each session in accordance with the agenda approved by the Town;
4. Not later than seven (7) days following completion of session(s), prepare and deliver a proposed summary report (single report for related half-day sessions) documenting:
 - a. Identification of participants and the organization they represent;
 - b. Session agenda(s);
 - c. Emergency response issues identified during the session(s);
 - d. Recommendations for follow-up to the session(s)
5. Prepare and deliver a revised summary report to the Town, the revision reflecting changes to the proposed summary report requested by Town.

EXHIBIT C
INSURANCE CERTIFICATES