

PRE-EMERGENCY PLANNING, LLC

Consulting Service Agreement

This Agreement is entered into as of the 8th day of November, 2017, between the organization, the City of Waukesha, herein referred to as the “Organization” and Pre-Emergency Planning, LLC hereinafter referred to as the “Contractor”.

Whereas, Pre-Emergency Planning, LLC provides consultation in the emergency planning, design, development and execution of customized emergency drills, exercises and training programs that can be used to meet emergency preparedness needs.

Now, therefore, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Duration of the Agreement. This agreement shall be deemed to have commenced on November 8th, 2017 and shall terminate on February 28, 2018, unless extended by mutual agreement of the parties.
2. Purpose and Scope of Services. The Contractor shall, for consideration hereinafter stated, provide services according to the City of Waukesha Exercise Program Proposal, attached as Schedule A and incorporated into this contract by reference. The Contractor will be responsible for the design, development and conduct of one tabletop and one functional exercise and the associated After-Action Report/Improvement Plan Matrix which will be provided to the Organization within 30 days of the exercise conduct.

All material as developed, and the worked performed by the Contactor shall be the sole property of the Organization wholly free of copyright by or through the Contractor.

3. Consideration of Terms and Payment. The Contactor shall be paid, for the performance of the scope of service, according to the fee schedule in the Exercise Program Proposal, attached as Schedule A and incorporated into this contract by reference, but not to exceed a total of \$4,855.40.

Payment is contingent upon the full compliance with the terms of this Agreement and shall be paid by the Organization upon completion of the exercise project within thirty (30) days of receipt of the invoices.

4. Terms of this Agreement. This Agreement shall commence on the date of execution unless earlier terminated by either party upon giving of a least thirty (30) days written notice to the other party. The agreement can only be extended thereafter by mutual agreement.
5. Person Providing Services. All services provided by Pre-Emergency Planning, LLC under this Agreement shall be coordinated through Melissa Waller, Owner unless otherwise agreed to by the City of Waukesha.
6. Independent Consultant. Pre-Emergency Planning, LLC owns and operates a consulting business specializing in emergency preparedness planning, training and exercise development.

Subject to the terms and conditions of the Agreement, the Organization hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the

Contractor hereby accepts such engagement. This agreement shall not render the Contractor an employee, partner agent of, or joint venture with the Organization for any purpose.

The Contractor will remain an independent contractor with Pre-Emergency Planning, LLC. The Organization will not be responsible for withholding tax with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Organization hereunder or otherwise for employee benefits of any kind.

7. Termination. The Organization may terminate this agreement following a thirty (30) day written notice to Contractor. In the event, the Contractor shall be paid for costs incurred based on an estimate of the portion of work that has been completed as determined by the Organization.

If through any cause the Contractor shall fail to fulfill its obligations under this agreement, the Organization shall thereupon have the right to terminate this contract anytime by giving written notice to the Contractor of such termination and specifying the effective date thereof.

8. Insurance. The Contractor will carry professional and general liability insurance relative to the services performed for the Organization. Proof of insurance will be provided upon request.
9. Assignment. The Contractor shall not delegate the performance of duties without prior written consent of the Organization.
10. Entire understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties.

In witness whereof the undersigned, we have executed this agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

City of Waukesha

Shawn N. Reilly, Mayor

Gina L. Kozlik, City Clerk

Richard L. Abbott, Finance Director

Pre-Emergency Planning, LLC

Melissa Waller, Managing Member
Pre-Emergency Planning, LLC
EIN # 300181713

Schedule A
City of Waukesha Exercise Program Proposal

Consultants/Contractual: The Contractor, Pre-Emergency Planning LLC will be responsible for the design, development, meeting facilitation and conduct of the exercises. Pre-Emergency Planning, LLC's experience and rates meet the guidelines as identified in the Homeland Security Exercise grant guidance. The company employs a Master Exercise Practitioner; who is familiar with and has expertise in exercise development. They have served many municipalities and State agencies in similar projects.

Training Session: A training session will be held prior to the tabletop exercise that presents a refresher on the Comprehensive Emergency Management Plan for the City of Waukesha, how the Incident Command System and Planning processes are utilized within the Emergency Operations Center and the WebEOC software program.

Tabletop Exercise Scenario: Severe weather and heavy rains threaten the area after an already wet season. The threat of the severe weather and potential flooding impacts cause the City of Waukesha to partially activate the Emergency Operations Center. This allows the participants and opportunity to review the Emergency Operations Center activation levels, roles and responsibilities through discussion.

Functional Exercise Proposed Scenario: The functional exercise scenario will build off of the tabletop exercise scenario having the storm impact the area and cause flooding issues. The City of Waukesha Emergency Operations Center will be activated and the operational based exercise will allow participants a hands-on opportunity to review roles, responsibilities, validate communication processes and coordinate with simulated external resources and the Incident Command Post.

Timeline/Schedule:

Day One

9:00 am EOC Setup & Ops (Org Chart, expectations, roles/responsibilities)

10:00 am EOC Planning Process (Planning P, etc.)

11:00 am WebEOC (review, specific local level forms/info, etc.)

12:00 pm -1:00 pm Lunch Break

1:00 pm – 4:00 pm Tabletop Exercise

Day Two

9:00 am – 12:00 pm Functional Exercise

Exercise Program Fee Schedule

Travel			
Description	Units	Fee per Unit	Total
Initial Planning Meeting Travel Time (Round Trip)	2.5 hours	\$50.00 per hour	\$125.00
Mileage (Round Trip)	160 miles	\$ 0.51	\$81.60
Midterm Planning Meeting Travel Time (Round Trip)	2.5 hours	\$50.00 per hour	\$125.00
Mileage (Round Trip)	160 miles	\$ 0.51	\$81.60
Final Planning Meeting Travel Time (Round Trip)	2.5 hours	\$50.00 per hour	\$125.00
Mileage (Round Trip)	160 miles	\$ 0.51	\$81.60
Exercise Conduct Travel Time (Round Trip)	2.5 hours	\$50.00 per hour	\$125.00
Mileage (Round Trip)	160 miles	\$ 0.51	\$81.60
Lodging	1 night	\$104.00	\$104.00
Total Travel Cost Estimate			\$930.40

Products or Services			
Initial Planning Meeting	1.5 hours	\$50.00 per hour	\$75.00
Meeting prep	2 hours	\$50.00 per hour	\$100.00
Exercise Development	10 hours	\$50.00 per hour	\$500.00
Midterm Planning Meeting	1 hour	\$50.00 per hour	\$50.00
Meeting prep	2 hours	\$50.00 per hour	\$100.00
Final planning meeting	1 hour	\$50.00 per hour	\$100.00
Meeting prep	4 hours	\$50.00 per hour	\$200.00
Exercise Updates	8 hours	\$50.00 per hour	\$400.00
Exercise Preparation, documents, presentations, etc.	10 hours	\$50.00 per hour	\$500.00
Expendable supplies (table tents, SitMans, evaluations, etc.)		\$150.00	\$150.00
Exercise set up, exercise conduct, hotwash	12 hours	\$50.00 per hour	\$600.00
Prep After Action Report	16 hours	\$50.00 per hour	\$800.00
Finalize AAR and Project Closeout	6 hours	\$50.00 per hour	\$300.00
Misc. (Phone calls, mail, etc.)		\$50.00	\$50.00
Total Product/Service Cost			\$3,925.00

Total Tabletop Exercise Cost: \$4,855.40

Description:

Initial Planning Meeting: This is a forum which lays the foundation for exercise development. Used to gather input from the exercise planning team on the scope, design, target capabilities and

objectives based on the Core Capabilities List, scenario variables (e.g., hazard selection, venue), and master task list. The planning team decides on exercise location, schedule, duration, and other details required to develop exercise documentation. Planning team members should be assigned responsibility for the tasks outlined in the conference.

Final Planning Meeting: The final forum for the exercise planning team is to review the process and procedures for conducting their exercise, final drafts of all exercise materials and all logistical requirements. There should be no major changes made to either the design or the scope of the exercise or to any supporting documentation at this time.

Mid-Term Planning Meeting: Operations-based planning conference used to settle logistical and organizational issues that arise during planning such as staffing concepts, scenario and timeline development, scheduling, logistics, administrative requirements, and reviewing draft documentation.

Exercise conduct and Hotwash: Conduct the training session, tabletop exercise and facilitated discussion and operational based functional exercise. The hotwash is a facilitated discussion amongst exercise participants immediately following an exercise, designed to capture feedback about any issues, concerns, or proposed improvements players may have about the exercise.

After Action Report/Improvement Plan closeout: The exercise planning team is presented with the findings and recommendations electronically from the After-Action Report (AAR) and an Improvement Plan developed. Project closeout. Provide the client with a closeout package that includes the final AAR/IP, original sign in sheets, evaluations and exercise documents in hard copy.