

**AGREEMENT BETWEEN  
THE CITY OF MYRTLE BEACH, SOUTH CAROLINA  
AND CRITICAL RESPONSE STRATEGIES, LLC  
FOR  
EMERGENCY MANAGEMENT RESOURCES**

This Emergency Management Resources Agreement (this “Agreement”), is entered into as of this 12th day of October, 2023 (the Effective Date”) by the City of Myrtle Beach, South Carolina (“CITY”) and CRITICAL RESPONSE STRATEGIES, LLC (“CRS”), individually referred to as the “Party” and collectively referred to as the “Parties.”

**WHEREAS**, the City of Myrtle Beach issued a Request for Proposal entitled RFP 23-R0022 Emergency Management Resources dated March 8, 2023 (the “RFP”); and

**WHEREAS**, CRS submitted a response to the RFP and was selected as a secondary awardee pursuant to notification received from CITY; and

**WHEREAS**, the CITY wishes to engage CRS as a secondary resource, and CRS wishes to provide those services described in the RFP on behalf of the CITY.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein exchanged, and for other good and valuable consideration, the Parties agree as follows:

**1. Term.** This Agreement shall begin upon the Effective Date and shall continue for a period of one (1) year with the option to renew for up to four (4) additional one-year terms, provided both parties agree and the terms and conditions remain the same, unless earlier terminated as set forth herein (the “Term”).

**2. Scope of Work.** Work shall be performed in accordance with this Agreement and the following documents, which are incorporated herein by reference and collectively referred to as the “Agreement.”

- A. General Instructions and Special Requirements included with RFP 23-R0022, pages 1 through 22 of 37.
- B. Specifications related to Catering and Shelter - Option 2 included with RFP 23-R0022, pages 23 through 28 of 37.
- C. All insurance requirements included with RFP 23-R0022, pages 31 through 33 of 37.
- D. Additional Terms and Conditions included with RFP 23-R0022, page 34 of 37.
- E. Proposal and Signature Document included with RFP 23-R0022, page 35 of 37.
- F. Local Vendor Preference Form included with RFP 23-R0022, pages 36 through 37 of 37.
- G. Addendum 01 to RFP 23-R0022, issued on March 30, 2023.
- H. Proposal for Catering submitted by CRS in response to RFP 23-R0022, received on April 21, 2023.
- I. Proposal for Shelter – Option 2 submitted by CRS in response to RFP 23-R0022, received on April 21, 2023.

The scope of work to be completed by CRS under this Agreement shall generally include the following, in accordance with the pricing set forth on CRS' Proposal, a copy of which is attached hereto as Exhibit A.

### **Catering**

- Provide and serve meals to members of Emergency Operations Center (EOC) before, during, and after emergency events on an "as needed" basis. This may also include "lock-down" service in which feeding operations must be sustained without outside assistance until the lock-down is lifted.
- Meals may include breakfast, lunch, dinner, overnight service, boxed meals, snacks, beverages, coffee/tea, bottled water, etc.
- Meals must be high-quality, visually appealing, and nutritionally sound meeting the minimum USDA portion recommended servings of protein, grains, fruits, and vegetables.
- Serv-Safe certification will be required for all staff providing catering services.
- While it is not possible to meet all dietary needs, catering service should provide sugar-free, low-salt, kosher, and vegetarian/vegan options whenever possible.
- All food served will be freshly prepared; no leftovers to be served unless specifically requested by the City.
- Service should include all tableware, including plates, utensils, napkins, serving dishes/utensils, coffee service, etc.
- Kitchen facilities are limited at the EOC. All food prep would need to be completed off-site.
- Remove all trash after each serving and clean kitchen/service area.

### **Shelter – Option 2**

- Provide short-term and long-term rental of emergency tents that have HVAC and electrical service.
- Tents may be used for emergency response teams that travel to other areas.
- All tents and accessories must come with their own conveyance.
- The Deployed Logix X24 tent with GET-HX trailer serve as the standard, but alternatives that meet or exceed these specifications will also be considered.

CRS shall provide services before, during, and after events on an as-needed basis in accordance with its emergency event management plan, applicable regulations of the Federal Emergency Management Agency (FEMA), and in conjunction with the CITY's needs.

The specifications included herein constitute an estimation of what the CITY expects it may need in any given emergency response situation. The CITY and CRS recognize that not all services/items may be needed in every situation, and that additional items not specifically listed in the scope of work also may be required, subject to agreement upon pricing and scope. Pricing for any services requested by the CITY that are not included in Exhibit A shall be subject to agreement between the CITY and CRS.

Emergency events may include, but are not limited to: storms, hurricanes, tornadoes, flooding, fires, homeland security activities, major police activities, etc. Given that every emergency event will vary in intensity, severity, and duration, the CITY is unable to guarantee any specific quantities of any given item or service. There may be some emergency events that will require all categories identified in the scope of work, and there may be some emergency events that will require only one category identified in the scope of work. Because of the unpredictability of emergency events, the CITY is requesting that CRS be able to meet its requests for delivery of items/services within a 24 – 48 hour time frame.

Whenever possible, the CITY will notify CRS of the need for items/services anticipated in advance, but also understands that some needs may not come to light until after the emergency event has passed, thus necessitating immediate delivery of items/services.

### **3. Invoicing and Payment.**

(a) CRS shall invoice the CITY on a weekly basis for all services provided in accordance with the rates set forth on Exhibit A. CRS shall provide supporting documentation and other details along with each invoice. CRS invoices shall be payable by the CITY on a Net 30 day basis after receipt. In the event that any portion of a submitted invoice is rejected or requires additional supporting documentation, the CITY shall pay the undisputed portion in accordance with the preceding sentence and CRS shall be given reasonable time to provide the requested backup for any such disputed amounts.

(b) CRS acknowledges that the CITY may submit its costs incurred in connection with this Agreement and the services provided herein to FEMA for reimbursement; provided, however, that the CITY shall be solely responsible for payment of CRS invoices as described herein.

(c) The services to be rendered by CRS and purchases of equipment/supplies to be made by CRS shall be subject to South Carolina State Sales Tax. Pricing set forth on Exhibit A does not include sales tax and all sale taxes payable on services/good provided by CRS shall be reimbursed/paid by the CITY based upon the then current tax rates applicable to purchases made.

### **4. Termination.**

(a) Termination for Convenience. The CITY reserves the right to terminate the Agreement with CRS when it is in the best interest of the CITY, as determined solely in the discretion and judgment of the City Manager or designee. If the Agreement is so terminated, the CITY shall provide CRS with thirty (30) calendar days written notice and shall compensate CRS for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination of convenience.

(b) Termination for Default. The performance of work under this Agreement may be terminated by the CITY in whole, or in part, upon non-performance, violation of Agreement terms, delivery failure, bankruptcy or insolvency, or whenever the CITY determines that termination is in the CITY'S best interest. Any such termination shall be communicated by a written notice of default, delivered to CRS, at least fifteen (15) calendar days before the date of termination,

specifying the extent to which performance of the work is terminated, and the date upon which such termination becomes effective. The CITY shall be entitled to recover all fees, costs, claims, or damages incurred as a result of CRS's default, including any costs to obtain substitute performance and reasonable attorney's fees and costs of legal action instituted by the CITY to collect such fees, costs, claims or damages.

(c) Termination for Safety or Security. If the CITY, in its sole discretion, determines that CRS's conduct, actions, or omissions, including but not limited to those in breach of the Agreement constitutes a threat to public health, safety, or welfare of any person, or causes willful or negligent damage to City property, the CITY may terminate the Agreement immediately, without cure or show cause, effective upon written notice to CRS. In addition to any other remedies provided by law, CRS shall be responsible for all fees, costs, claims, or damages incurred by the CITY as a result of termination pursuant to this subsection, including any costs to obtain substitute performance and reasonable attorney's fees and costs of legal action instituted by the CITY to collect such fees, costs, claims, or damages.

**5. Relationship of the Parties.** CRS's relationship with the CITY is that of an independent contractor and not that of an employee. CRS covenants that neither it nor any CRS employees nor any staff provided by CRS subcontractors will hold themselves out as, nor claim to be, employees of the CITY or the State of South Carolina, and that they will not make any claim, demand, or application to or for any right or privilege applicable to an employee of the CITY or the State of South Carolina including, but not limited to, Workers' Compensation, benefits, pension, payroll taxes, or Social Security.

**6. Indemnification** CRS agrees to protect, defend, indemnify, and hold harmless CITY, its officers, representatives, departments, agencies, employees, and agents, free and harmless from and against any and all claims, losses, damages, fines, penalties, demands, actions, suits, settlements, costs, charges, fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with the breach by CRS of any covenant or condition hereunder, or the negligence or willful misconduct of CRS or any of its employees or agents or the fault of the manufacturer of goods supplied by CRS, except to the extent that any such loss, claim or related damage is the result of the negligence, gross negligence or willful misconduct of CITY or City's employees, agents, and/or officers. CRS further agrees to investigate, handle, respond to, provide defense for, and defend at its expense, any claim, loss, or action arising out of or related to a breach of the contract and/or any related covenant or condition thereunder, and/or any negligence or willful misconduct of CRS, its employees or agents. This obligation shall extend to and include, all litigation costs, court costs, and reasonable attorney fees incurred by CITY in response to such claims.

**7. Limitation of Liability.** Neither Party, nor their respective employees or agents, shall be liable to the other for indirect, punitive, exemplary or consequential damages. Neither Party's officers, directors, agents or employees shall have personal liability to the other Party under this Agreement except in cases of fraud or intentional misconduct.

**8. Entire Agreement.** This Agreement, including all documents or exhibits attached hereto and incorporated by reference, contains the entire agreement between the Parties with respect to the subject matter hereof and all prior or contemporaneous agreements or understandings whether written or oral are merged into this Agreement. No modification or amendment shall be valid unless made in writing, signed by the Parties, and approved as required.

**9. Severability.** If any section of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining sections shall remain in full force and effect.

**10. Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of South Carolina. Any actions or proceedings between the Parties relating to this Agreement shall be brought in the Court of Common Pleas of Horry County, or if jurisdiction exists, in the United States District Court for the District of South Carolina, Florence Division.

**11. Waiver.** The failure to enforce any right or remedy under this Agreement or at law shall not constitute a waiver of such right or remedy.

**12. Counterparts; Captions.** This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and when taken together shall constitute one and the same Agreement. Electronic, facsimile or PDF image signatures shall be treated as original signatures. The section captions and/or headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**13. Notices.** Unless otherwise specified, notices given pursuant to this Agreement shall be effective upon receipt and given in writing, sent via certified or registered mail with return receipt requested, commercial delivery service with delivery confirmation, or hand delivery, and addressed as follows:

To the City:  
City of Myrtle Beach  
Attn: Procurement Office  
PO Box 2468  
Myrtle Beach, SC 29578

To the Contractor:  
Critical Response Strategies, LLC  
Attn: Will Adkins  
6440 Southpoint Parkway, Third Floor  
Jacksonville, FL 32216

**14. Assignment.** This Contract is not assignable, in whole or in part, without prior written approval by the CITY in the form of a formal written amendment.

**15. Jointly Drafted Agreement.** The Parties agree that they participated jointly in negotiating and drafting this Agreement and that no rule of construction shall apply to this Agreement which construes any language, whether

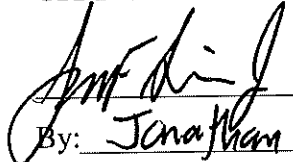
ambiguous, unclear, or otherwise, in favor of or against any Party by reason of that Party's role in drafting this Agreement.

16. Additional Provisions. In addition to the terms and conditions set forth herein, CRS shall comply with the requirements set forth in Exhibits B and C in the performance of services on behalf of CITY.

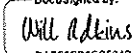
Exhibit A – CRS Proposals dated April 21, 2023  
Exhibit B – Insurance Requirements  
Exhibit C – Invoicing Requirements

IN WITNESS WHEREOF, the Parties have agreed to the foregoing, intending to be legally bound hereby.

CITY OF MYRTLE BEACH

  
By: Jonathan F. Summers, Jr.  
Its: City Manager  
Date: 10/12/23

CRITICAL RESPONSE  
STRATEGIES, LLC

DocuSigned by:  
  
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By: will Adkins  
Its: CEO  
Date: 9/26/2023

**Exhibit A: CRS Proposals dated April 21, 2023**



**Pricing Breakdown**

Please see below the pricing breakdown for the services proposed in this proposal:

Item	Price	Est. Total Project Cost
Catering Services <sup>1</sup>	\$44.00/per meal	\$55,440.00 <sup>2</sup>
Mobilization Cost	\$3,300.00	\$3,300.00
Demobilization Cost	\$3,300.00	\$3,300.00
Project Manager <sup>3</sup>	\$140/hr	\$15,680.00 <sup>4</sup>
Project Coordinator <sup>3</sup>	\$100/hr	\$11,200.00 <sup>5</sup>
<b>Est. Total</b>		<b>\$88,920.00</b>

1. The rate per meal quoted above is inclusive of fuel, labor, personnel travel/lodging, kitchen trailer assets, supporting assets, meal delivery/transport costs, and all needed paper goods/consumables.
2. Estimated Meals: 30 Meals x 3 Meals Per Day x 14 Days @ \$44.00 Per Meal
3. We have additionally submitted for the Shelter Option 2 of RFP #23-R0022; if awarded both, only 1 PM & 1 PC will be provided to oversee Catering and Sheltering services
4. Estimated Cost: 8 Hours Per Day x 14 days @ \$140.00 Per Hour
5. Estimated Cost: 8 Hours Per Day x 14 days @ \$100.00 Per Hour

## Pricing Breakdown

Temporary Support Services					
Item	Unit	Quantity	Weekly Rate	Minimum Term (Weeks)	Total Rate
(2) 16 Bed Bunk Trailers	Each	1	\$86,028.00	2	\$172,056.00
10 Stall Restroom Trailer	Each	1	\$17,259.00	2	\$34,518.00
8 Stall Shower Trailer	Each	1	\$9,826.00	2	\$19,652.00
8 Set Laundry Trailer	Each	1	\$9,826.00	2	\$19,652.00
Power Package	Each	1	\$8,915.00	2	\$17,830.00
Fresh/Gray Water Servicing	Each	1	\$27,880.00	2	\$55,760.00
<b>Total</b>					<b>\$319,468.00</b>

Mobilization/Demobilization	
Item	One-Time Cost
Delivery and Set Up	\$107,976.00
Dismantle and Pickup	\$107,976.00
<b>Total</b>	<b>\$215,952.00</b>

Item	Price	Est. Total Project Cost
Project Manager <sup>1</sup>	\$140/hr	\$15,680.00 <sup>2</sup>
Project Coordinator <sup>1</sup>	\$100/hr	\$11,200.00 <sup>3</sup>
<b>Est. Total</b>		<b>\$26,880.00</b>

1. We have additionally submitted for the Catering of RFP #23-R0022; if awarded both, only 1 PM & 1 PC will be provided to oversee Catering and Sheltering services
2. Estimated Cost: 8 Hours Per Day x 14 days @ \$140.00 Per Hour
3. Estimated Cost: 8 Hours Per Day x 14 days @ \$100.00 Per Hour

Service	Cost
Temporary Support Services	\$319,468.00
Mobilization/Demobilization	\$215,952.00
Project Management	\$26,880.00
<b>Est. Total</b>	<b>\$562,300</b>



## **Exhibit B: Insurance Requirements**

All insurance shall be primary with respect to CRS and issued by an insurer with an A.M. Best rating of A-, Class VII or better. All insurance policies must be issued by insurance companies authorized to do business in the State of South Carolina.

Such insurance shall waive any right of subrogation against CITY and the State of South Carolina.

CRS's failure to maintain any of the insurance required by this Agreement shall constitute a material breach of this Agreement.

CRS shall provide CITY with certificates of insurance reflecting all coverages and endorsements required under this Agreement.

All subcontractors (including staffing providers) shall conform to the insurance requirements set forth in this Agreement.

CRS shall maintain occurrence based commercial general liability insurance with limits no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate. Such insurance shall name (i) "CITY OF MYRTLE BEACH, its officials, and employees" and (ii) "State of South Carolina, its officials and employees" as additional insureds. Such insurance shall cover claims for property damage, bodily injury, including death, products liability, and ongoing and completed operations liability. Such insurance shall state that coverage shall not be canceled except with notice to the additional insureds.

CRS (or if no medical staff are provided directly through CRS, its subcontractor(s) who provide medical staff hereunder) shall maintain professional liability insurance with limits no less than \$3,000,000 per occurrence \$3,000,000 in the aggregate. Any policy that is claims-made shall have at least a three-year reporting period.

CRS shall maintain business automobile liability insurance with limits no less than \$1,000,000. Such insurance shall name (i) "CITY OF MYRTLE BEACH, its officials, and employees" and (ii) "State of South Carolina, its officials and employees" as additional insureds. Such insurance shall state that coverage shall not be canceled except with notice to the additional insureds.

CRS shall maintain statutory limits of Worker's Compensation insurance applicable in the State of South Carolina.

## **Exhibit C – Invoicing Requirements**

**All invoices for products and/or services must meet the following requirements for payment:**

- **Document must be labeled as Invoice. Other documents such as Quotes, Work Orders, Proforma Invoices, Estimates, etc. cannot be paid, even if they are signed by an authorized City representative.**
- **Invoice must have the date that products were provided and/or services rendered.**
- **Each line of the invoice must match the description as it appears on the associated City of Myrtle Beach Service Agreement (purchase order) and reference the Service Agreement number. Additional details may be included on the invoice, but alternate descriptions outside of those listed on the City of Myrtle Beach Service Agreement will only delay payment.**
- **All invoices must be e-mailed to [accountspayable@cityofmyrtlebeach.com](mailto:accountspayable@cityofmyrtlebeach.com)**
- **Tax must be listed as a separate line item on the invoice.**