

**AGREEMENT BETWEEN
THE CITY OF MYRTLE BEACH, SOUTH CAROLINA AND SLSCO LTD.
FOR
EMERGENCY MANAGEMENT RESOURCES**

This Emergency Management Resources Agreement (this “Agreement”), is entered into as of this 14th day of September, 2023 (the Effective Date”) by the City of Myrtle Beach, South Carolina (“CITY”) and SLSCO LTD. (“SLS”), 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, SLS submitted a response to the RFP and was selected as a primary awardee pursuant to notification received from CITY; and

WHEREAS, the CITY wishes to engage SLS, and SLS 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 SLS in response to RFP 23-R0022, received on April 24, 2023.
- I. Proposal for Shelter – Option 2 submitted by SLS in response to RFP 23-R0022, received on April 24, 2023.

The scope of work to be completed by SLS under this Agreement shall generally include the following, in accordance with the pricing set forth on SLS' 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.

SLS 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 SLS 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 SLS.

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 SLS be able to meet its requests for delivery of items/services within a 24 – 48 hour time frame.

Whenever possible, the CITY will notify SLS 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) SLS shall invoice the CITY on a weekly basis for all services provided in accordance with the rates set forth on Exhibit A. SLS shall provide supporting documentation and other details along with each invoice as described more particularly in Schedule 3(a), attached. SLS 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 SLS shall be given reasonable time to provide the requested backup for any such disputed amounts.

(b) SLS 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 SLS invoices as described herein.

(c) The services to be rendered by SLS and purchases of equipment/supplies to be made by SLS 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 SLS 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 SLS 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 SLS with thirty (30) calendar days written notice and shall compensate SLS 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 SLS, 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 SLS'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 SLS'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 SLS. In addition to any other remedies provided by law, SLS 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. SLS's relationship with the CITY is that of an independent contractor and not that of an employee. SLS covenants that neither it nor any SLS employees nor any staff provided by SLS 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 SLS 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 SLS of any covenant or condition hereunder, or the negligence or willful misconduct of SLS or any of its employees or agents or the fault of the manufacturer of goods supplied by SLS, 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. SLS 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 SLS, 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 29577

To the Contractor:
SLSCO, LTD.
Attn: Stan Ledbetter
268 Coleman Blvd, Suite 1-A
Mount Pleasant, SC 29464

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, SLS shall comply with the requirements set forth in Exhibits B and C in the performance of services on behalf of CITY.


Exhibit A – SLS Proposals dated April 25, 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. Swans, Sr.
Its: City Manager
Date: 9/14/23

SLSCO LTD.

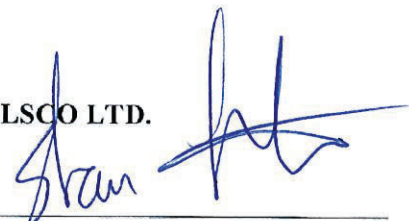

By: Stan Ledbetter
Its: Division President-Health & Response
Date: 9/18/2023

Exhibit A: SLS Proposals dated April 25, 2023

Exhibit B: Insurance Requirements

All insurance shall be primary with respect to SLS 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.

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

SLS 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.

SLS 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.

SLS (or if no medical staff are provided directly through SLS, 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.

SLS 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.

SLS 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
- Tax must be listed as a separate line item on the invoice.

PRICE

Pricing includes all taxes and costs, delivery, loading/unloading, truck charges, mileage, travel time, per diem, fuel, fuel surcharges, energy surcharges, hazardous material handling fees, environmental impact fees, and waste disposal fees.

Table 1: Proposed Kitchen Services

BASE CAMP (TURNKEY RENTAL): LODGING, FEEDING SERVICE, RESTROOMS, HAND WASH, SHOWER SERVICE, LAUNDRY						
BASE CAMP DESCRIPTION	UNIT OF MEASURE	MOBILIZATION CHARGE:	OPERATIONS CHARGE: PER PERSON/ PER DAY	OPERATIONS CHARGE: WEEKLY RATE	DEMobilIZATION CHARGE	
NIMS Type I (1501 - 2000 Person) Base Camp	EA	\$1,690,670.00	\$600.00	\$8,400,000.00	\$895,000.00	
NIMS Type II (1001 - 1500 Person) Base Camp	EA	\$972,250.00	\$615.00	\$6,457,500.00	\$512,250.00	
NIMS Type III (501 - 1000 Person) Base Camp	EA	\$552,800.00	\$625.00	\$4,375,000.00	\$292,570.00	
NIMS Type IV (251 - 500 Person) Base Camp	EA	\$308,760.00	\$650.00	\$2,275,000.00	\$162,540.00	
NIMS Type V (1 - 250 Person) Base Camp	EA	\$177,984.00	\$675.00	\$1,181,250.00	\$113,125.00	

BASE CAMP (TURNKEY RENTAL): OPTIONAL ADD-ONS

MORALE, WELFARE & RECREATION (MWR)	UNIT OF MEASURE	MOBILIZATION CHARGE:	OPERATIONS CHARGE: PER PERSON/ PER DAY	OPERATIONS CHARGE: WEEKLY RATE	DEMOBILIZATION CHARGE
NIMS Type I (1501 - 2000 Person) MWR	EA	\$165,300.00	\$50,000.00	\$350,000.00	\$140,505.00
NIMS Type II (1001 - 1500 Person) MWR	EA	\$133,090.00	\$37,500.00	\$262,500.00	\$113,125.00
NIMS Type III (501 - 1000 Person) MWR	EA	\$102,375.00	\$25,000.00	\$175,000.00	\$87,020.00
NIMS Type IV (251 - 500 Person) MWR	EA	\$78,750.00	\$12,500.00	\$87,500.00	\$66,950.00
NIMS Type V (1 - 250 Person) MWR	EA	\$52,500.00	\$6,250.00	\$43,750.00	\$44,625.00

BASE CAMP (TURNKEY RENTAL): KITCHEN SERVICES, STAND ALONE

KITCHEN AND FOOD SERVICES	UNIT OF MEASURE	MOBILIZATION CHARGE:	OPERATIONS CHARGE: PER PERSON/ PER DAY	OPERATIONS CHARGE: WEEKLY RATE	DEMOBILIZATION CHARGE
NIMS Type I (1501 - 2000 Person) Kitchen Services	EA	\$100,000.00	\$170,000.00	\$1,190,000.00	\$90,000.00
NIMS Type II (1001 - 1500 Person) Kitchen Services	EA	\$85,000.00	\$135,000.00	\$945,000.00	\$76,500.00
NIMS Type III (501 - 1000 Person) Kitchen Services	EA	\$55,000.00	\$100,000.00	\$700,000.00	\$49,500.00
NIMS Type IV (251 - 500 Person) Kitchen Services	EA	\$42,000.00	\$55,000.00	\$385,000.00	\$37,800.00
NIMS Type V (1 - 250 Person) Kitchen Services	EA	\$35,000.00	\$30,000.00	\$210,000.00	\$31,500.00

BASE CAMP (TURNKEY RENTAL): KITCHEN SERVICES, PRICE PER MEAL

DESCRIPTION	UNIT OF MEASURE	PRICE PER UOM
Meal: Breakfast	EA	\$30.00
Meal: Lunch	EA	\$35.00
Meal: Dinner	EA	\$55.00
Meal: Midnight	EA	\$35.00

BASE CAMP (TURNKEY RENTAL): SHOWER SERVICES, STAND ALONE

SHOWER FACILITY SERVICES	UNIT OF MEASURE	MOBILIZATION CHARGE:	OPERATIONS CHARGE: PER PERSON/ PER DAY	OPERATIONS CHARGE: WEEKLY RATE	DEMOBILIZATION CHARGE
NIMS Type I (1501 - 2000 Person) Showers	EA	\$145,705.00	\$134,000.00	\$938,000.00	\$116,500.00
NIMS Type II (1001 - 1500 Person) Showers	EA	\$104,070.00	\$105,000.00	\$735,000.00	\$83,260.00
NIMS Type III (501 - 1000 Person) Showers	EA	\$71,500.00	\$70,000.00	\$490,000.00	\$57,200.00
NIMS Type IV (251 - 500 Person) Showers	EA	\$49,500.00	\$37,500.00	\$262,500.00	\$39,600.00
NIMS Type V (1 - 250 Person) Showers	EA	\$30,000.00	\$18,750.00	\$131,250.00	\$24,000.00

BASE CAMP (TURNKEY RENTAL): LAUNDRY SERVICES, STAND ALONE

LAUNDRY SERVICES	UNIT OF MEASURE	MOBILIZATION CHARGE:	OPERATIONS CHARGE: PER PERSON/ PER DAY	OPERATIONS CHARGE: WEEKLY RATE	DEMOBILIZATION CHARGE
NIMS Type I (1501 - 2000 Person) Laundries	EA	\$22,700.00	\$17,250.00	\$120,750.00	\$11,350.00
NIMS Type II (1001 - 1500 Person) Laundries	EA	\$16,250.00	\$12,750.00	\$89,250.00	\$8,125.00
NIMS Type III (501 - 1000 Person) Laundries	EA	\$11,500.00	\$8,750.00	\$61,250.00	\$5,750.00
NIMS Type IV (251 - 500 Person) Laundries	EA	\$8,500.00	\$4,500.00	\$31,500.00	\$4,250.00
NIMS Type V (1 - 250 Person) Laundries	EA	\$5,000.00	\$2,500.00	\$17,500.00	\$2,500.00

BASE CAMP (TURNKEY RENTAL): RESTROOM SERVICES, STAND ALONE

HAND WASH STATION SERVICES	UNIT OF MEASURE	MOBILIZATION CHARGE:	OPERATIONS CHARGE: PER PERSON/ PER DAY	OPERATIONS CHARGE: WEEKLY RATE	DEMOBILIZATION CHARGE
NIMS Type I (1501 - 2000 Person) Restroom Services	EA	\$145,705.00	\$134,000.00	\$938,000.00	\$116,500.00
NIMS Type II (1001 - 1500 Person) Restroom Services	EA	\$104,070.00	\$105,000.00	\$735,000.00	\$83,260.00
NIMS Type III (501 - 1000 Person) Restroom Services	EA	\$71,500.00	\$70,000.00	\$490,000.00	\$57,200.00
NIMS Type IV (251 - 500 Person) Restroom Services	EA	\$49,500.00	\$37,500.00	\$262,500.00	\$39,600.00
NIMS Type V (1 - 250 Person) Restroom Services	EA	\$30,000.00	\$18,750.00	\$131,250.00	\$24,000.00

PRICE

Pricing includes all taxes and costs, delivery, loading/unloading, truck charges, mileage, travel time, per diem, fuel, fuel surcharges, energy surcharges, hazardous material handling fees, environmental impact fees, and waste disposal fees.

Table 1: Proposed Kitchen Services

KITCHEN & FOOD SERVICES, STAND ALONE	UNIT OF MEASURE	MOBILIZATION CHARGE: DAILY RATE	OPERATIONS CHARGE: DAILY RATE	OPERATIONS CHARGE: WEEKLY RATE	DEMOBILIZATION CHARGE
NIMS Type I (1501 - 2000 Person) Kitchen Services	EA	\$100,000.00	\$170,000.00	\$1,190,000.00	\$1,190,000.00
NIMS Type II (1001 - 1500 Person) Kitchen Services	EA	\$85,000.00	\$135,000.00	\$945,000.00	\$945,000.00
NIMS Type III (501 - 1000 Person) Kitchen Services	EA	\$55,000.00	\$100,000.00	\$700,000.00	\$700,000.00
NIMS Type IV (251 - 500 Person) Kitchen Services	EA	\$42,000.00	\$55,000.00	\$385,000.00	\$385,000.00
NIMS Type V (1 - 250 Person) Kitchen Services	EA	\$35,000.00	\$30,000.00	\$210,000.00	\$210,000.00

KITCHEN SERVICES, PRICE PER MEAL, PRICE PER MEAL	UNIT OF MEASURE	PRICE PER UOM
Meal: Breakfast	EA	\$30.00
Meal: Lunch	EA	\$35.00
Meal: Dinner	EA	\$55.00
Meal: Midnight	EA	\$35.00