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Mar 10 2025

S.C. SUPREME COURT

Surfside Beach Parking Contract

AGREEMENT FOR PARKING
MANAGEMENT SERVICES

For

SURFSIDE BEACH, SOUTH CAROLINA

Between

Town of Surfside Beach, SC

And

P2 OF SC, LLC, a Florida Limited Liability Company, d/b/a Pivot
Parking, LLC

TABLE OF CONTENTS

ARTICLE 1 Award of Agreement	4
1.1 Notice to Proceed	5
ARTICLE 2 Overview of Services	5
2.1 Regularly Scheduled Services	5
2.2 Emergency Services	5
2.3 Permanent Additions, Deletions and Changes to Services	6
2.4 Subcontracting	6
2.5 Items Provided by the Company	6
2.6 Items Provided by the Town	7
ARTICLE 3 Company Personnel	7
3.1 Key Personnel	7
3.2 Company Personnel Approval, Removal, Replacement or Additions	7
ARTICLE 4 Points of Contact	7
4.1 Company's Point of Contact	7

4.2 Town's Point of Contact	8 ARTICLES Legal Notices	9
ARTICLE 6 Term		9
ARTICLE 7 Compensation and Payments		10
7.1 Compensation 10 7.2 Invoices	10 7.3 Budget	11
7.4 Accounting and Auditing		11
7.5 License Plate Recognition Equipment		11
ARTICLE 8 Termination		11
8.1 Termination for Convenience		12
8.2 Termination for Default		12
8.3 Additional Grounds for Termination by the Town		13
8.4 Obligations upon Expiration or Termination		14
8.5 No Effect on Taxes, Fees, Charges or Reports		14
8.6 Authority to Terminate		14
8.7 Other Remedies		14
ARTICLE 9 Covenants and Representations		15
ARTICLE 10 Indemnification		15
ARTICLE 11 Insurance		16
11.1 Commercial General Liability		16
11.2 Workers' Compensation Insurance		17
11.3 Theft, Disappearance and Destruction Coverage		17
11.4 Automobile Liability		17
ARTICLE 12 General Compliance with Laws and Regulations		17
12.1 Non-Discrimination		18
12.2 Equal Opportunity		18
12.3 Harassment		19
12.4 Safety		19
ARTICLE 13 Drug Free Workplace Requirement		19
ARTICLE 14 Miscellaneous Provisions		20
14.1 Relationship of the Parties		20
14.2 Entire Agreement		20
14.3 Amendment		21
14.4 Governing Law and Jurisdiction		21
14.5 Binding Nature and Assignment		21
14.6 Force Majeure		22
14.7 Severability		22
14.8 Approvals		23

14.9 Waiver	23
14.10 Conflict of Interest	23
14.11 No Bribery	23
14.12 Change in Control	24
14.13 Company Access to Town Facilities	24
14.14 Revenue	24
14.15 Town's Right to Dismiss Fees and Fines	24
ARTICLE 15 Public Information and Statements to the Press	25
ARTICLE 16 Pre-Audit	25
ARTICLE 17 Immunity Not Waived	26
SIGNATURE PAGE	26
EXHIBIT A Summary Scope of Services	27
EXHIBIT B Amortization Schedule	33
EXHIBIT C Items provided by Town	35

**AGREEMENT FOR PARKING ENFORCEMENT SERVICES
BETWEEN THE TOWN OF SURFSIDE BEACH, SC AND P2
OF SC, LLC**

THIS AGREEMENT FOR PARKING MANAGEMENT SERVICES (the "Agreement") is made and entered into this 5 day of October 2022 (the "Effective Date"), by and between the **TOWN OF SURFSIDE BEACH**, a South Carolina municipal corporation (the "TOWN"), and **P2 OF SC, LLC**, a Florida corporation qualified to do business in the State of South Carolina (the "Company").

GENERAL RECITALS

WHEREAS, the Town issued a Request for Proposal for Parking Management Services for Surfside Beach, South Carolina (the "RFP"), requesting proposals from qualified companies to provide the Town with parking enforcement services;

WHEREAS, in response to the RFP, the Company submitted to the Town a proposal dated July 28, 2022 (the "Proposal");

WHEREAS, the Town and the Company have negotiated and now desire to enter into an agreement for the Company to provide Parking Management Services (the "Services") in accordance with the terms and conditions set out herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

AGREEMENT

ARTICLE 1 - AWARD OF AGREEMENT

The Town is entering into this Agreement with the Company with the understanding that the Company is an experienced professional firm capable of managing the day-to-day parking enforcement needs of Surfside Beach, South Carolina. In providing the Services to the Town, the Company is expected and required to instill and maintain a very strong focus on customer service in all its employees, demonstrate its expertise in parking enforcement matters, and provide a stable, well-trained workforce to provide the Parking Management Services specified by the Town.

1.1 Notice to Proceed

Execution of this contract shall constitute a Notice to Proceed to the Company on October 5, 2022 to begin services on January 1, 2023, upon receipt by the Town of a fully executed Agreement, Insurance Certificate and any other documentation required by the Town Manager from the Company.

ARTICLE 2 - OVERVIEW OF SERVICES

The Company shall provide to the Town the services specified in this Agreement, in the "Request for Proposal-Parking Program Services" prepared by the Town of Surfside Beach dated July 8, 2022, in the "Proposal for Parking Management Services for Surfside Beach, NC" prepared by Company and dated July 28, 2022 and in the Summary Scope of Services attached to this Agreement as **Exhibit A**, all of which are incorporated herein by reference. Services will be performed within the guidelines, policies and laws provided by the Town. The Town will unilaterally determine enforcement levels in accordance with its policies.

The Company will be required to provide and manage qualified and trained personnel in sufficient numbers to provide the Services requested by the Town.

2.1 Regularly Scheduled Services

The Company will provide the Town with a schedule listing all weekly staff assignments, including all enforcement beats. The Town may require, in its sole discretion, adjustments to the weekly staffing levels during the term of this Agreement to meet the Town's changing needs.

2.2 Emergency Services

In the event an emergency arises and there is an unanticipated sudden need for Services, the Company will provide such services within two (2) hours' notice by the Town. The Company's contact persons for emergency services are the Company's on-site Project Manager and the Company CEO. They may be reached 24 hours per day, 365 days per year as follows:

Project Manager TBA
Executive Vice President Tina Reid - treid@pivotparking.com 864-252-6303

In addition, the Town may contact the executive staff 24 hours a day, 365 day year for emergency or any other reason as follows:

1) Tina Reid treid@pivotparking.com 864-252-6303 (cell phone)

2.3 *Permanent Additions, Deletions and Changes to Services*

The town will have the right to add, delete, or change any of the Services, in its sole discretion, in response to its changing needs. The Town will submit all notices for revisions in Services in writing with reasonable advance notice to the Company. In the event of an emergency situation, the Town and Company will work with each other in good faith to implement required Service changes as quickly as possible. Town agrees that Company will manage any additions to the Services as described herein (for example if Town should add new parking meters, parking lots or pay stations) and Company agrees to manage such additional Services. For any Services not originally contemplated by this Agreement, the Company will provide such Services at rates that do not exceed those being charged to similar clients for similar services.

2.4 *Subcontracting*

Company acknowledges and agrees that it shall be the prime contractor and shall remain fully responsible for the performance of all obligations required to be performed by the Company or any subcontractors under this Agreement. No subcontracting shall be permitted without the prior written consent of the Town. When asking for such consent, the Company shall submit to the Town organizational charts and qualifications of subcontractor personnel for any portions of the Services proposed to be performed by subcontractors. No changes in personnel of any subcontractor may be made without prior written consent of the Town.

2.5 *Items Provided by the Company*

The Company shall provide all equipment, material and supplies furnished by the Company, to be a reimbursable operating expense as defined in the "Budget." All equipment, material and supplies furnished by the Company will become the property of the Town and will not be used for any purpose other than the performance of parking management-related Services for the Town. The Company shall maintain current records and provide an accounting of all equipment, material and supplies for use by the Company. The Company will have full responsibility for

6

storing equipment and supplies used in connection with the Services during the operation season.

2.6 *Items to be Provided by the Town*

The Town will provide all items listed in Exhibit B. The Town shall provide a detailed inventory list of all equipment to be turned over to Company by the Town and the previous management company at the contract start date of this agreement.

The Town shall furnish a storage area for equipment when the program is and is not in operation if necessary.

ARTICLE 3 - COMPANY PERSONNEL

3.1 Key Personnel

The Company shall provide Services pursuant to this Agreement through key personnel. The Company shall provide to the Town a list of all key personnel involved with the project. The Company shall provide the Town with timely written notice of any changes in key personnel.

3.2 Company Personnel Approval, Removal, Replacement or Additions

The Town will have the option, in its sole discretion, to require the replacement of any individual employee assigned to provide Services at any time during the term of this Agreement. Also, the Town will have the right to require any additional personnel that the Town deems necessary to maintain the desired level of Services.

ARTICLE 4 - POINTS OF CONTACT

4.1 Company's Point of Contact

The duties of the Company's Point of Contact include, but are not limited to:

- Coordinating Services and the Company's resource assignments based upon the Town's requirements.
- Providing consultation and advice to the Town on matters related to the Services and operational concerns/issues and acting as a conduit to the Company's specialist resources that may be needed to supplement the Company's regular staff.
- Acting as the Company's point of contact for all aspects of contract administration, including invoicing for Services, and status reporting.
- Requesting Town review and approval in advance of all Company expenditures in connection with the Services.

8

- Facilitating meetings and conferences between the Town and the Company's executive staff when scheduled or requested by the Town.
- Communicating among and between the Town and the Company's staff.
- Promptly responding to the Manager when consulted in writing with respect to Service deviations and necessary documentation.
- Identifying and providing the Town with written notice immediately after the Company becomes aware of any issue that may threaten the delivery of Services in the manner contemplated by this Agreement.
- Ensuring that adequate quality assurance procedures are in place for the performance of the Services.
- The Company's Point of Contact for all Services is:

Tina Reid

treid@pivotparking.com

P2 of SC, LLC (contact information provided elsewhere)

4.2 Town's Point of Contact

The Town will designate a Point of Contact for all Services. The Town's initial point of contact shall be the Town Manager. The Town Manager will facilitate the flow of information between the Company and the Town. The duties of the Town Manager include:

- Ensuring that the Company performs in accordance with all requirements of this Agreement.
- Promptly responding to the Company's Point of Contact when consulted in writing regarding Service issues.
- Reviewing all Company expenditures in connection with the Services and approving or denying such expenditures in a timely fashion.
- Acting as the Town's Point of Contact for all aspects of the Services, including contract administration and coordination with the Town's staff.

The Town Manager shall designate in writing to the Company a point of contact and may from time to time re-designate the point of contact.

ARTICLE 5 - LEGAL NOTICES

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

Town:

Town Manager
Town of Surfside Beach, NC 210
Highway 17 S.
Surfside Beach, NC

Company:

P2 of SC, LLC
648 Northeast Third Avenue
Ft. Lauderdale, Florida 33304
Attn: Legal Department

CC: P2 of SC, LLC P.O.
Box 1275

Wrightsville Beach, NC 28480

Attn: Scott Diggs, Chief Executive Officer Email:

sdiggs@pivotparking.com

Notice shall be effective upon the date of receipt by the intended recipient, provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

ARTICLE 6 - TERM

The initial term of this Agreement will be for a period of Four (4) years, beginning on the Effective Date and ending at midnight on December 31, 2026. This agreement shall automatically extend for two (2) additional one-year extension periods, unless either party provides written notice to the other to terminate this agreement at least sixty days (60) prior to the expiration of the initial or extension periods of its intention to terminate the initial term or the extension period, whichever is applicable.

ARTICLE 7 - COMPENSATION AND PAYMENTS

7.1 Compensation

As complete compensation for the Services described in this Agreement, the Town will reimburse all the Company's reasonable expenses, approved in advance by the Town's Manager, incurred in providing the Services, to include reimbursement for all equipment, material and supplies furnished by the Company in accordance with the section "Budget" which follows. The Company will receive a base management fee equal to seven hundred and twenty-five dollars (\$725.00) per month as well as an incentive management fee of 6.25% of total revenue collected. The Incentive Management Fee will be paid monthly. For purposes of this Article 7, "Total Revenue Collected" shall include all revenues received by the Company and Town (excluding all sales taxes or other charges required to be remitted to any governmental agency) pursuant to the provisions of this Agreement.

The Town shall deposit with Company, prior to the commencement date of this Agreement, an amount equal to sixty (60) days of the estimated annual Operating Expenses (the "Operating Advance") which is estimated to be \$44,000.00 and an amount estimated to be \$29,025.00 or greater for the purchase of transitional items (the "Transitional Expenses"). Manager shall pay all Operating Expenses out of the Operating Advance deposit and Start-Up transitional expenses out of the Transitional Expenses advance. Manager will provide a "Transitional Expenses" budget to the Town for approval and/or adjustment to this estimated budget number stated above.

7.2 Invoices

The Company shall invoice the Town monthly for reimbursement of expenses and management fees earned under this Agreement, beginning January 31, 2023. The invoice shall be accompanied by proper supporting documentation as the Town may require. Except for the final monthly invoice, Company shall replenish the Operating Advance with the amount received from the Town for each monthly invoice. The amount

of the Operating Advance may be adjusted by mutual agreement in the event of a significant change in budgeted expenses. Payments will be made by the Town to the Company within 20 calendar days of the date of receipt of an accurate and properly submitted invoice. The Town will not pay inaccurate or incomplete invoices. The Town will not be penalized for late payments and no interest or penalty will be paid.

7.3 Budget

Budgeted expenses shall be based on an approved line-item budget submitted initially on January 1, 2023, and thereafter annually by November 15 of each year, and approved in writing by the Town Manager. The budget shall be in a form consistent with budget proposals by other Town departments. Expenses paid by the Company shall be reimbursed only if part of the approved budget or by prior approval in writing by the Town.

The Town shall not be liable for expenses in excess of the approved budget, unless the expenses are approved in writing by the Town.

7.4 Accounting and Auditing

The Company shall maintain complete and accurate records of all costs and revenue collections related to this Agreement. Such records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Town's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any collections, invoices, payments, or claims submitted by the Company or any of its payees in connection with this Agreement. Records subject to examination will include, but are not limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.

For the purpose of such inspections, the Town's agent or authorized representative shall have access to said records from the Effective Date of this Agreement, for the duration of the Services, and until two (2) years after the date of final payment by the Town to the Company pursuant to this Agreement.

The Town's agent or authorized representative shall have access to the Company's facilities and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this Article. The Town will give the Company reasonable advance notice of planned inspections. The Company also agrees to an annual audit of the Services to related financial information by an independent auditor selected by the Town and paid for by the Town.

7.5 License Plate Recognition Equipment

The Company shall, at its sole expense, purchase one (1) License Plate Technology Equipment approved by the Town (the "Equipment") subject to the following terms and conditions:

- (a) The price to be paid by the Company for the Equipment shall be the approximate cost of the Equipment plus taxes and service fees paid by the Company (the "Equipment Cost").
- (b) The Equipment Cost (\$50,000.00) will be amortized over the four (4) year total term of the Agreement. An amortization schedule for the Equipment Cost is attached hereto as Exhibit B.
- (c) In the event Town or Company terminates this Agreement prior to December 31, 2026, Town shall pay to Company an amount equal to the monthly amounts as reflected on the Amortization Schedule from the date of termination of the Agreement through December 31, 2026. In the event the Agreement remains in effect until December 31, 2026, the Town shall have no obligation to make any payment of any kind whatsoever to Company in return for the transfer of the Equipment.
- (d) Company does not give any warranty, express or implied, with respect to the Equipment, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose.
- (e) Upon transfer of the Equipment by Company to Town as described in subparagraph (c) above, the Equipment shall be and remain the sole property of Town.

ARTICLE 8 - TERMINATION

8.1 Termination for Convenience

By giving written notice, either Party may terminate this Agreement for any reason or no reason by giving written notice of termination at the end of each parking season within sixty (60) days of the end of the parking season. The notice shall specify the date upon which such termination becomes effective. The Town shall pay the Company for Services rendered prior to the effective date of termination in addition to the amounts described above in section 7.5.

8.2 Termination for Default

By giving written notice, either party may terminate this Agreement upon the occurrence of one or more of the following events, each of which constitute a non-exclusive Event of Default under this Agreement:

- a. The other party violates or fails to perform any covenant, provision, obligation, term, or condition contained in this Agreement, provided that, unless otherwise provided in this Agreement, such failure or violation shall not be cause for termination if the defaulting party cures such default (if the default is susceptible to cure) within thirty (30) days of receipt of written notice of default from the other party.
- b. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement within twenty (20) days of receipt of written notice from Town, or

failure to provide the proof of insurance as required by this Agreement within twenty (20) days of receipt of written notice from Town.

Any notice of default shall state the party's intent to terminate this Agreement if the default is not cured within the specified time period.

8.3 Additional Grounds for Termination by the Town

The Town may terminate this Agreement immediately by written notice to the Company upon the occurrence of one or more of the following events each of which shall also constitute a non-exclusive Event of Default:

- a. The other party makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, the Company's Proposal, or any covenant, agreement, obligation, term, or condition contained in this Agreement; or
- b. The other party makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, the Company's Proposal, or any covenant, agreement, obligation, term, or condition contained in this Agreement; or
- c. The other party makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, the Company's Proposal, or any covenant, agreement, obligation, term, or condition contained in this Agreement; or
- d. The Company ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of the other party's assets or properties.

8.4 Obligations Upon Expiration or Termination

Upon expiration or termination of the Agreement, the Company shall promptly provide or return to the Town all equipment, materials, documents, or data, whether in written, graphic, machine readable or other form, supplied by the Town in connection with this Agreement, in as good condition as when delivered, reasonable wear and tear excepted.

8.5 No Effect on Taxes, Fees, Charges or Reports

Any termination of this Agreement will not relieve the Company of the obligation to pay any fees, taxes, or other charges then due to the Town, or relieve the Company of the

obligation to file any daily, monthly, quarterly, or annual reports covering the period to termination, or relieve the Company from any claim for damages previously accrued or then accruing against the Company.

8.6 Authority to Terminate

The Town's Town Manager has the authority, without the necessity of further action by the TOWN, to terminate this Agreement on behalf of the Town.

8.7 Other Remedies

Upon termination of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedies

ARTICLE 9 - COVENANTS AND REPRESENTATIONS

The Company covenants and represents that the Services shall satisfy all requirements as set forth in this Agreement, in the "Request for Proposal-Parking Program Services" prepared by the Town of Surfside Beach dated July 8, 2022, in the "Proposal for Parking Management Services for Surfside Beach, SC" prepared by Company and dated July 28, 2022 and in the Summary Scope of Services attached to this Agreement as **Exhibit A**, all of which are incorporated herein by reference. All Services performed by the Company pursuant to this Agreement shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience, and knowledge. The Company will not violate any agreement with any third party by entering into or performing this Agreement.

The Company further represents and covenants that:

- a. It is validly existing and in good standing under the laws of South Carolina;
- b. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. The execution, delivery, and performance of this Agreement have been duly authorized by the Company;
- d. No approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement; and
- e. In connection with its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses.

ARTICLE 10 - INDEMNIFICATION

To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless the Town and the Town's officers, agents and employees from and against any and all claims, losses, damages, obligations, liabilities and expenses (including reasonable attorneys' fees) that arise directly or indirectly from any negligent act(s), error(s) or omission(s) or willful

misconduct by the Company or any of its agents, employees or subcontractors (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal.

In any and all claims against the Town or any of its agents or employees by any employee of the Company, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Company or any subcontractor under workers' or workmens' compensation acts, disability benefit acts or other employee benefit acts.

This obligation to indemnify and the costs incurred by the Company in doing so shall not be part of the "reasonable expenses" for which the Company is entitled to reimbursement under section 7.1.

ARTICLE 11 - INSURANCE

The Company shall purchase and maintain during the life of this Agreement with an insurance company acceptable to the Town and authorized to do business in the State of South Carolina the following insurance:

11.1 Commercial General Liability

Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement whether such operations are performed by Company, any subcontractor or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1 Million combined single limit per occurrence, \$2 Million in general aggregate for bodily injury & property damage, and \$2 Million general aggregate for products/completed operations. Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations, products liability, & independent contractors' coverage. This coverage shall be on an occurrence basis.

11.2 Workers' Compensation Insurance

Meeting the statutory requirements of the State of South Carolina and Employers Liability- \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

11.3 Theft, Disappearance and Destruction Coverage

Protecting against loss of money and securities, inside the premises and outside the premises in the care and custody of a messenger in an amount not less than \$100,000.

11.4 Crime Insurance

Covering the Company, its agents, or employees, in an amount not less than \$100,000.

All insurance policies provided hereunder may include a deductible and the deductible amount of any claims shall be paid as a reasonable expense of the operation.

The Town of Surfside Beach shall be included as an additional insured under the commercial general liability insurance for operations and services rendered under this Agreement. Certificates of all required insurance shall be furnished to the Town at the time of execution of this Agreement and shall contain the provision that the Town will be given 30 day written notice of any intent to amend or terminate by either the insured or the insuring company.

The Town shall purchase and maintain during the life of this Agreement on all vehicles owned by the Town and used by Company with an insurance company acceptable to Company and authorized to do business in the State of South Carolina the following insurance:

11.5 Automobile Liability

Bodily injury and property damage liability covering all non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.

ARTICLE 12 - GENERAL COMPLIANCE WITH LAWS AND REGULATIONS

The Company shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the Services provided herein. If, due to conflicts between two or more such ordinances, statutes, laws, rules, and regulations (the "Regulations") or due to conflicts in the interpretation or enforcement of such Regulations by courts or governing bodies having jurisdiction over the Services, the Company is unable to comply with such Regulations, the Company shall exercise usual and customary professional care in the exercise of his professional judgment in complying with such conflicting Regulations. The Company further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act, the Americans with Disabilities Act (ADA), the Family and Medical Leave Act, and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work.

12.1 Non-Discrimination

The Company agrees that it has adopted and will maintain and enforce a policy of non-discrimination on the basis of race, color, religion, sex, age, national origin, or disability. The Company agrees that it will inform the Town of any alleged violation(s) of employment practices involving any employees who provide Services which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other federal or state compliance agency. Also, the Company will inform the Town of the final disposition of such cases.

12.2 Equal Opportunity

The Town is committed to promoting equal opportunities for all and to eliminating prohibited discrimination in all forms. Prohibited discrimination means discrimination against any person, business, or other entity in contracting or purchasing practices on the basis of race, color, sex or national origin. Without limiting the foregoing, prohibited discrimination also includes retaliating against any person, business, or other entity for reporting any incident of prohibited discrimination. It is understood and agreed that not only is prohibited discrimination improper for legal and moral reasons, prohibited discrimination is also an anti-competitive practice that tends to increase the cost of goods and services to the Town and others.

As a condition of entering into this Agreement, the Company further agrees to: (a) promptly provide to the Town all information and documentation that may be requested by the Town from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the Town to terminate or withhold payment under this Agreement.

12.3 Harassment

The Company agrees to make itself aware of and comply with the Town's Harassment Policy. The Town will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability.

12.4 Safety

The Company will have sole responsibility for ensuring its employees have been trained in appropriate safety procedures in connection with providing Services to the Town. Company's employees will not create safety hazards in the course of providing the Services.

ARTICLE 13 - DRUG FREE WORKPLACE REQUIREMENT

The Company shall provide a drug-free workplace during the performance of this Agreement. This obligation is met by:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Company's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- c. Notifying each employee that as a condition of employment, the employee will

- (i) abide by the terms of the prohibition outlined in this Article and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
- d. Notifying the Town within ten (10) days after receiving from an employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction, unless otherwise forbidden to communicate such information to third parties under the Company's drug-free awareness program or other restrictions;
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime;
- f. Making a good faith effort to continue to maintain a drug-free workplace for employees; and
- g. Requiring any party to which it subcontracts any portion of the work under the Agreement to comply with the provisions above.

If the Company is an individual, the requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

Failure to comply with the above drug-free workplace requirements during the performance of the Agreement shall be grounds for suspension, termination, or debarment.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 Relationship of The Parties

The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint venturers, fiduciaries, co- owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other. Town agrees that neither it shall employ, in any capacity, any person that Company has employed as a Supervisor, Manager or Assistant Manager during the term of this Agreement. This provision shall survive the expiration or other termination of this Agreement for a period of one (1) year.

14.2 Entire Agreement

This Agreement is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties relative to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations, and proposals ("prior agreements"), written or oral, except to the extent such prior agreements are incorporated by reference into this Agreement.

14.3 Amendment

No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.

14.4 Governing Law and Jurisdiction

The parties acknowledge that this Agreement is made and entered into in Surfside Beach, South Carolina. This Agreement has been fully negotiated between two sophisticated parties and shall be construed without regard to any presumption or rule of law or equity regarding construction of this Agreement against the party causing this Agreement to be drafted or prepared. The parties further acknowledge and agree that South Carolina law shall govern all rights, obligations, duties, and liabilities of the parties to this Agreement, and that South Carolina law shall govern interpretation of this Agreement and any other matters relating to this Agreement (all without regard to South Carolina conflicts of laws principles).

The parties further agree that any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in South Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any of the above courts. The prevailing party in any such proceeding shall be entitled to any and all costs associated with the filing of the proceeding including reasonable attorney's fees.

14.5 Binding Nature and Assignment

This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party will be void.

14.6 Force Majeure

The Company shall not be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder, except as set forth below, if all of the following conditions are satisfied:

- a. If and to the extent such failure or delay is caused by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, pandemic, riots, civil disorders, rebellions or revolutions, strikes, lockouts or court order (each, a "Force

Majeure Event"). Upon the occurrence of a Force Majeure Event, the Company shall be excused from any further performance of those of its obligations pursuant to this Agreement affected by the Force Majeure Event for as long as: i) such Force Majeure Event continues and ii) Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

b. The Company shall promptly notify the Town by telephone or other means available (to be confirmed by written notice within five (5) business days of the beginning of the failure or delay) of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than thirty (30) days, the Town may terminate this Agreement.

c. In no event shall Town be relieved of its obligation to pay to Company any amount of money which becomes due and payable under this Agreement, as and when such amount becomes due and payable. Town will continue to pay for the cost of insurance and the payroll of Company employees during any such Force Majeure Event. During a time of an acknowledged Force Majeure Event, both Town and Company may negotiate changes to the contract in relation to fees charged so that both parties do not endure financial hardships.

14.7 Severability

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

14.8 Approvals

All approvals or consents required under this Agreement must be in writing and signed by an appropriate representative of the respective party.

14.9 Waiver

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.

14.10 Conflict of Interest

The Company covenants that its officers, employees, shareholders, and subcontractors have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

14.11 No Bribery

The Company certifies that to the best of its knowledge, information, and belief, neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed, or attempted to bribe, an officer or employee of the Town in connection with this Agreement.

14.12 Change in Control

The Company shall notify the Town within thirty (30) days of the occurrence of a change in control. As used in this Agreement, the term "control" means the possession, direct or indirect, of either:

- a. The ownership of or ability to direct the voting of, as the case may be, fiftyone percent (51%) or more of the equity interests, value or voting power in the Company; or
- b. The power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

14.13 Company Access to Town Facilities

Arrangements for access to Town facilities will be made between the Manager and the Company. The Company will be required to sign for all keys when issued and return all keys upon termination of the Agreement. The Company shall report any loss or misuse of keys immediately will promptly reimburse the Town for any re- keying as a result of such loss or misuse.

14.14 Revenue

All revenue collected and penalty payments received by the Company, resulting from the enforcement of on-street parking regulations, as well as payments received for any other citation, shall be the property of the Town.

Collection costs shall be in addition to any penalties, interest, and/or late charges imposed upon the delinquent obligation.

14.15 Town's Right to Dismiss Fees and Fines

The Town has the unilateral right to dismiss any individual parking ticket or other citation and/or direct the Company to reimburse any fines or fees.

ARTICLE 15 - PUBLIC INFORMATION AND STATEMENTS TO THE PRESS

Advertising, sales promotion or other materials of the Company or its agents or representatives shall limit the identification or reference to this Agreement to the general description of the Services. As a condition of entering into this Agreement, the Company further agrees to refrain from the following, absent the Town's prior written approval: (1) making any statement to the media or public regarding the subject matter of this Agreement or the Town's position on any issue relating to this Agreement; or (2) making any statement to the media or public on any issue which is in the Town's judgment likely to cast doubt on the competence or integrity of the Town or Company. Failure to comply with this Article by the Company shall constitute a material breach and, without limiting any other remedies the Town may have, shall entitle the Town to terminate this Agreement for default.

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the Company under this Agreement are the property of the Town. The Company agrees that any such documents may not be made available to any individual or organization other than appropriate Town officials without prior written approval of the Town. Nothing contained in this paragraph shall be construed to prevent the Company from making information, reports and documents available to those individuals or firms directly concerned with the services described herein with prior written agreement of the Town.

ARTICLE 16 - PRE-AUDIT

This Contract has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as evidenced by Town purchase order no. _____ which is incorporated as if fully set forth herein.

ARTICLE 17 - IMMUNITY NOT WAIVED

This Agreement is governmental in nature for the benefit of the public and is not intended to be for private profit or gain and the Town does not intend to waive its sovereign immunity by reason of this Agreement.

THIS AGREEMENT, entered into as of the day and year first written above for Parking Management Services for Surfside Beach, South Carolina.

COMPANY:

P2 OF SC, LLC
Federal Tax I.D. No. 85-2320567

WITNESS

M. Scott Diggs

Mark Adkison

By: M. Scott Diggs (P2 OF SC, LLC) (01/12/17)

M. Scott Diggs, CEO

Oct 11, 2022

Date: Date:

10/11/22

Town:

Town OF SURFSIDE BEACH William Shanahan

By:

William Shanahan (Oct 11, 2022 07:59:11AM)

William

Shanahan, Town Manager

WITNESS

Mark Addison

Date: Oct 11, 2022

Date: 10/11/22

EXHIBIT A

SUMMARY SCOPE OF SERVICES

The Company will provide overall management of on-street parking, including parking enforcement, citation processing, the appeals process, meter maintenance, and administration of any merchant validation and parking permit programs. In providing the Services, the Company will be responsible for and focus on the following areas:

1. Parking Meter and Other On-street Parking Enforcement

- a. Enforce parking regulations relating to meters and other parking controls within an area designated by the Town during the months of March through October and during the hours of 7:00 a.m. to 7:00 p.m. Enforcement activities will include electronic ticketing and towing. The Town may adjust the geographic locations for enforcement activities in its sole discretion.
- b. Manage Town-owned parking meters, pay stations and any additional non-metered on-street parking spaces including pay by cell and pay by text applications.
- c. Issue residential and non-residential parking permits digitally or in printed form.
- d. Enforce scofflaw regulations related to towing of vehicles as per Town ordinances.
- e. Install and manage Town-owned parking kiosks as instructed by the Town. The Town reserves the right to adjust the number of parking kiosks and spaces in its sole discretion.
- f. Establish designated patrol routes for its enforcement officers.
- g. Respond to requests from the Town to suspend or emphasize enforcement along certain roads or in certain areas. The Town also reserves the right to temporarily suspend enforcement along any street, or in any zone, according to the needs of the Town. The Town will make every effort to provide the Company

adequate notice concerning the location and duration of any such suspension or higher level of enforcement.

- h. Enforce parking regulations for Special events and any other communicated special events, including festivals, etc.

2. Collection of Monies and Accounting

- a. Account for all revenues from the kiosks installed. All monies collected from parking kiosks will be deposited daily, in accordance with approved guidelines established by the Town, into an account authorized by the Town.
- b. Collect payments on citations from the public. Payments may be made by cash, check or by credit card "over-the-counter," by telephone or over the Internet.
- c. Town will be the Merchant of Record for credit card processing and all revenues, both cash and credit card, will be deposited into the Town's designated bank account no later than the next business day by 2pm.
- d. Accept payments for other non-parking violations, such as noise, littering, etc. All monies collected for these other program areas will be turned over to the Town for distribution to the appropriate agency.
- e. Assist in the collection of all outstanding citations related to scofflaws. Outstanding citations may predate the contract period.
- f. Issue late notices for overdue payment of citations and provide follow-up collection services.
- g. Download all data from its handheld computers on a daily basis into the system specified by the Town.
- h. Ensure proper accountability and internal control of monies collected.
- i. Provide any periodic or special financial and operational reports as requested by the Town.

3. Office Administration

- a. Maintain provided furnished office space in the project area that will serve as the office for enforcement personnel and meter maintenance operations. This office will be open to the public during standard business hours.
- b. Be equipped with computers linked to the Town in order to daily download data requested by the Town and provide the Town access to system activity. The office must have a telephone and the number must be provided to the public and to the Town.
- c. Be responsible for purchasing all materials necessary to carry out all office functions. These include, but are not limited to, paper tickets and ticket books, envelopes, uniforms, office equipment and supplies, an inventory of spare parts for maintenance and repair of meters, and all other necessary equipment.
- d. Coordinate with the Town on the Town's purchase of any new parking equipment.

- e. Administer & implement a Merchant Parking Validation Program if necessary

5. Personnel Administration

- a. Parking enforcement personnel will demonstrate high ethical standards of conduct and will observe all written rules and regulations concerning their work assignments.
- b. Supervisors and field personnel will maintain radio/cell contact at all times to ensure appropriate oversight of parking enforcement activities.
- c. The Company will ensure that all enforcement and office personnel wear Town-approved uniforms and be properly groomed while on duty. The uniform must display approved insignia that clearly identifies the wearer as being responsible for enforcing parking violations, managing parking facilities or servicing parking meters. The uniform will also have a clearly visible and readable nametag that must be worn at all times.
- d. All other employees of the Company providing Services shall at all times be clearly identifiable by uniform, name badges, name tags, or identification cards.
- e. The Company shall employ persons who are fully trained, competent and qualified with the skills and experience necessary to provide the Services during the term of this Agreement.
- f. The Company is responsible for hiring, training and supervising its staff members. All of the Company's staff members assigned to provide the Services are employees of the Company.
- g. The Company personnel shall at all times assure that its employees serve the public in a courteous, helpful, and impartial manner. Correction of any inappropriate behavior or language shall be the responsibility of the Company.
- h. The Company shall respond to any public complaint within forty-eight (48) hours after receipt of the complaint. In the event a report is received alleging an employee of the Company was discourteous, belligerent, profane or in any way intimidating, either physically or verbally, the Company will submit a written report to the Manager within seven (7) days of the date of the report, outlining the complete details of the incident. The report will include the nature of the incident, time, date, location and the name, address and telephone number of the person making the allegation. The report will also include the name and title of the employee and the nature of the disciplinary action taken, if any.
- i. Staff provided by Company shall include at all times one full time, year round manager, one full time, year round assistant manager within the local office, seasonal employees to include sufficient personnel to provide parking enforcement agents on the street March – October.
- j. Company is authorized to operate with less parking enforcement agents on the street during those times where that number of agents is not necessary due to weather conditions or similar circumstances. Company shall communicate such reduced staffing to the Town's Point of Contact. Any monetary savings resulting from such reduction in services shall be passed on to Town by Company.

6. Training and Customer Service

- a. Provide thorough training for enforcement and other personnel, including general information and directions to assist customers visiting the Surfside Beach area
- b. Respond in accordance with the Town of Surfside Beach principles on customer service to public inquiries about the on-street parking program, ticketing and enforcement, or any other citizen concern. The Company will provide a high level of customer service by employing friendly, helpful, customer-oriented personnel.
- c. Assist the Town in its efforts to inform the public about the Program.
- d. Provide all enforcement personnel with an adequate supply of material regarding Town services and Town attractions, sites and events for distribution to citizens requesting such information.
- e. Keep an accurate record of all citizens' complaints, their resolution, and the action taken to contact the complainant. All such records shall be retained during the term of this Agreement and made available to the Manager.

7. Installation and Maintenance

- a. Annual installation, removal and maintenance of parking kiosks and paystations shall be carried out by Company in accordance with the Town's standards.
- b. Maintain the kiosks installed in good working condition. Good working condition is defined as repairing/replacing any defective meter within 12 hours of a report of failure. All Company employees will be required to immediately report any damaged, missing, or malfunctioning meters or facilities to the appropriate supervisor.
- c. Implement and follow a regular preventive maintenance schedule for all parking meters.
- d. Keep a meter log of all complaints. The log will note date, meter number, location, problem, and name of the person calling in the problem, the tag number of the car (if any), the date the mechanics checked the meter, the nature of the problem and the date it was corrected.
- e. It shall be the responsibility of Company to maintain adequate inventory levels of spare parts for parking kiosks maintenance and repair. It is recommended that the Town engage in extended warranty programs if available for parking kiosks.

8. Safety

- a. Take adequate steps to ensure the safety and security of all personnel and property. Town expressly acknowledges that Company's obligations in connection with the management, operation and promotion of the Parking Services, and employment of persons in connection therewith, do not include the rendition of service, supervision, or furnishing of personnel in connection with the personal safety and security of employees, tenants, customers, or other persons within and about

the Parking Services. Company does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor do Company's employees undertake the obligation to guard or protect customers against the intentional acts of third parties.

9. Special Events

- a. If a special event is scheduled, the Company may be required to reset any or all kiosks. These events include, but are not limited to, festivals, parades etc.

10. Towing/Booting

- a. The Company will be responsible for arranging for towing and/or booting of illegally parked vehicles and scofflaws, in accordance with Town-approved policies and procedures to be established.

11. Response to Hurricanes and Other Similar Emergencies

- a. In the event of a hurricane or other similar emergency, the Company will be responsible for removing all parking kiosks to a safe and secure location in advance of such hurricane or other emergency at the direction of the Town's primary point of contact when removal of equipment is deemed as not necessary, Company will ensure equipment is covered by means of plastic coverings to ensure as less damage as possible.
- b. Company will be reimbursed for those costs it incurs in responding to such hurricane or emergency which exceed the approved budget amounts. Company will be responsible for providing Town with sufficient information to demonstrate the manner in which its cost exceeded the approved budgeted amounts and Town shall have no obligation to pay such amounts absent information supporting such additional expenses satisfactory to Town.

12. Other

- a. Change Company procedures as necessary to conform to revisions in the Town's ordinances, parking regulations, policies, and initiatives.
- b. Consult with the Town, as requested, regarding the design or enhancement of the parking program.
- c. Assist in maintaining and expanding the program, if required to do so, as needed.
- d. Coordinate with the Town and stay involved in the Town's efforts to inform the public about the parking program.
- e. Provide consulting services to the Town on its parking program without charge, provided that the consulting services do not require extraordinary expense to the Company.
- f. Provide any other service or program as indicated in the response to the RFP that the Company submitted to the Town as part of the Proposal.

EXHIBIT B

EQUIPMENT AMORTIZATION



Loan Amortization Schedule

\$49,534.00 Scheduled payment
 9.75% Scheduled number of payments
 5 Actual number of payments
 12 Total early payments
 1/1/2023 Total Interest

Enter Values

Loan amount \$1,046.37

Annual interest rate 60

Loan period in years 60

Number of payments per year \$0.00

Start date of loan \$10,867.75

Loan Summary

Optional extra payments

\$0.00

Lender name

Dogwood Bank

Payment Number	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	1/1/2023	\$49,534.00	\$1,046.37	\$0.00	\$1,046.37	\$643.90	\$402.46	\$48,890.10	\$402.46
2	2/1/2023	\$48,890.10	\$1,046.37	\$0.00	\$1,046.37	\$649.14	\$397.23	\$48,240.96	\$799.70
3	3/1/2023	\$48,240.96	\$1,046.37	\$0.00	\$1,046.37	\$654.41	\$391.96	\$47,586.55	\$1,191.65
4	4/1/2023	\$47,586.55	\$1,046.37	\$0.00	\$1,046.37	\$659.73	\$386.64	\$46,926.82	\$1,578.29
5	5/1/2023	\$46,926.82	\$1,046.37	\$0.00	\$1,046.37	\$665.09	\$381.28	\$46,261.73	\$1,959.57
6	6/1/2023	\$46,261.73	\$1,046.37	\$0.00	\$1,046.37	\$670.49	\$375.88	\$45,591.24	\$2,335.45
7	7/1/2023	\$45,591.24	\$1,046.37	\$0.00	\$1,046.37	\$675.94	\$370.43	\$44,915.30	\$2,705.88
8	8/1/2023	\$44,915.30	\$1,046.37	\$0.00	\$1,046.37	\$681.43	\$364.94	\$44,233.87	\$3,070.82
9	9/1/2023	\$44,233.87	\$1,046.37	\$0.00	\$1,046.37	\$686.97	\$359.40	\$43,546.90	\$3,430.22
10	10/1/2023	\$43,546.90	\$1,046.37	\$0.00	\$1,046.37	\$692.55	\$353.82	\$42,854.35	\$3,784.04
11	11/1/2023	\$42,854.35	\$1,046.37	\$0.00	\$1,046.37	\$698.18	\$348.19	\$42,156.18	\$4,132.23
12	12/1/2023	\$42,156.18	\$1,046.37	\$0.00	\$1,046.37	\$703.85	\$342.52	\$41,452.33	\$4,474.75
13	1/1/2024	\$41,452.33	\$1,046.37	\$0.00	\$1,046.37	\$709.57	\$336.80	\$40,742.76	\$4,811.55
14	2/1/2024	\$40,742.76	\$1,046.37	\$0.00	\$1,046.37	\$715.33	\$331.03	\$40,027.43	\$5,142.58
15	3/1/2024	\$40,027.43	\$1,046.37	\$0.00	\$1,046.37	\$721.15	\$325.22	\$39,306.28	\$5,467.80
16	4/1/2024	\$39,306.28	\$1,046.37	\$0.00	\$1,046.37	\$727.00	\$319.36	\$38,579.28	\$5,787.17
17	5/1/2024	\$38,579.28	\$1,046.37	\$0.00	\$1,046.37	\$732.91	\$313.45	\$37,846.36	\$6,100.62
18	6/1/2024	\$37,846.36	\$1,046.37	\$0.00	\$1,046.37	\$738.87	\$307.50	\$37,107.50	\$6,408.13
19	7/1/2024	\$37,107.50	\$1,046.37	\$0.00	\$1,046.37	\$744.87	\$301.50	\$36,362.63	\$6,709.62
20	8/1/2024	\$36,362.63	\$1,046.37	\$0.00	\$1,046.37	\$750.92	\$295.45	\$35,611.71	\$7,005.07
21	9/1/2024	\$35,611.71	\$1,046.37	\$0.00	\$1,046.37	\$757.02	\$289.35	\$34,854.68	\$7,294.42
22	10/1/2024	\$34,854.68	\$1,046.37	\$0.00	\$1,046.37	\$763.17	\$283.19	\$34,091.51	\$7,577.61
23	11/1/2024	\$34,091.51	\$1,046.37	\$0.00	\$1,046.37	\$769.37	\$276.99	\$33,322.13	\$7,854.60
24	12/1/2024	\$33,322.13	\$1,046.37	\$0.00	\$1,046.37	\$775.63	\$270.74	\$32,546.51	\$8,125.35
25	1/1/2025	\$32,546.51	\$1,046.37	\$0.00	\$1,046.37	\$781.93	\$264.44	\$31,764.58	\$8,389.79
26	2/1/2025	\$31,764.58	\$1,046.37	\$0.00	\$1,046.37	\$788.28	\$258.09	\$30,976.30	\$8,647.87
27	3/1/2025	\$30,976.30	\$1,046.37	\$0.00	\$1,046.37	\$794.69	\$251.68	\$30,181.61	\$8,899.56
28	4/1/2025	\$30,181.61	\$1,046.37	\$0.00	\$1,046.37	\$801.14	\$245.23	\$29,380.47	\$9,144.78
29	5/1/2025	\$29,380.47	\$1,046.37	\$0.00	\$1,046.37	\$807.65	\$238.72	\$28,572.82	\$9,383.50
30	6/1/2025	\$28,572.82	\$1,046.37	\$0.00	\$1,046.37	\$814.21	\$232.15	\$27,758.60	\$9,615.65
31	7/1/2025	\$27,758.60	\$1,046.37	\$0.00	\$1,046.37	\$820.83	\$225.54	\$26,937.77	\$9,841.19
32	8/1/2025	\$26,937.77	\$1,046.37	\$0.00	\$1,046.37	\$827.50	\$218.87	\$26,110.27	\$10,060.06
33	9/1/2025	\$26,110.27	\$1,046.37	\$0.00	\$1,046.37	\$834.22	\$212.15	\$25,276.05	\$10,272.21

34	10/1/2025	\$25,275.05	\$1,046.37	\$0.00	\$1,046.37	\$841.00	\$205.37	\$24,435.05	\$10,477.57
35	11/1/2025	\$24,435.05	\$1,046.37	\$0.00	\$1,046.37	\$847.83	\$198.53	\$23,587.22	\$10,676.11
36	12/1/2025	\$23,587.22	\$1,046.37	\$0.00	\$1,046.37	\$854.72	\$191.65	\$22,732.50	\$10,867.75

EXHIBIT C

ITEMS PROVIDED BY TOWN

Items to be provided by Town:

- Parking management office inclusive of utilities and office furniture unless directed by town to operator to purchase new office furniture
- Minimum of 2 working, street legal golf carts for enforcement. Preference for LPR system is one small automobile.
- Existing paystations and/or meters unless directed by Town to remove from parking areas and replace with new equipment.
- Listing of items to be transferred from current operator to Pivot Parking during transition.

P2 of SC - Surfside Beach - (FINAL) 10.5.22.v.2. with amortization schedulepdf

Final Audit Report

2022-10-11

Created:	2022-10-06
By:	Mark Adkison (madkison@co-xholdings.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAS7vImjLutlBLBQvGbMuCGknL7HkbYs

"P2 of SC - Surfside Beach - (FINAL) 10.5.22.v.2. with amortization schedulepdf" History

-  Document created by Mark Adkison (madkison@co-xholdings.com)
2022-10-06 - 9:10:15 PM GMT- IP address: 204.10.125.244
-  Document emailed to William Shanahan (wshanahan@surfsidebeach.org) for signature
2022-10-06 - 9:12:11 PM GMT
-  Email viewed by William Shanahan (wshanahan@surfsidebeach.org)
2022-10-10 - 7:16:04 PM GMT- IP address: 74.218.237.66
-  Document e-signed by William Shanahan (wshanahan@surfsidebeach.org)
Signature Date: 2022-10-11 - 1:49:30 PM GMT - Time Source: server- IP address: 74.218.237.66
-  Document emailed to sdiggs@pivotparking.com for signature
2022-10-11 - 1:49:33 PM GMT
-  Email viewed by sdiggs@pivotparking.com
2022-10-11 - 2:42:07 PM GMT- IP address: 173.93.57.243
-  Signer sdiggs@pivotparking.com entered name at signing as M. Scott Diggs
2022-10-11 - 2:42:51 PM GMT- IP address: 173.93.57.243
-  Document e-signed by M. Scott Diggs (sdiggs@pivotparking.com)
Signature Date: 2022-10-11 - 2:42:53 PM GMT - Time Source: server- IP address: 173.93.57.243
-  Agreement completed.
2022-10-11 - 2:42:53 PM GMT



Adobe Acrobat Sign

EXHIBIT 2

Parking Contract North Myrtle Beach

 ORIGINAL

**AGREEMENT FOR PARKING
MANAGEMENT SERVICES**

For

NORTH MYRTLE BEACH, SOUTH CAROLINA

Between

City of North Myrtle Beach, SC

And

**P2 OF SC, LLC, a Florida Limited Liability Company, d/b/a Pivot
Parking, LLC**

 ORIGINAL

TABLE OF CONTENTS

ARTICLE 1	Award of Agreement	4
1.1	Notice to Proceed	4
ARTICLE 2	Overview of Services	5
2.1	Regularly Scheduled Services	5
2.2	Emergency Services	5
2.3	Permanent Additions, Deletions and Changes to Services	5
2.4	Subcontracting	6
2.5	Items Provided by the Company	6
2.6	Items Provided by the City	6
ARTICLE 3	Company Personnel	6
3.1	Key Personnel	6
3.2	Company Personnel Approval, Removal, Replacement or Additions	7
ARTICLE 4	Points of Contact	7
4.1	Company's Point of Contact	7
4.2	City's Point of Contact	7
ARTICLES	Legal Notices	8
ARTICLE 6	Term	9
ARTICLE 7	Compensation and Payments	9
7.1	Compensation	9
7.2	Invoices	9
7.3	Budget	10
7.4	Accounting and Auditing	10
7.5	License Plate Recognition Equipment	11
ARTICLE 8	Termination	11
8.1	Termination for Convenience	11
8.2	Termination for Default	11
8.3	Additional Grounds for Termination by the City	12
8.4	Obligations upon Expiration or Termination	12
8.5	No Effect on Taxes, Fees, Charges or Reports	13
8.6	Authority to Terminate	13
8.7	Other Remedies	13
ARTICLE 9	Covenants and Representations	13

ARTICLE 10 Indemnification	14
ARTICLE 11 Insurance	14
11.1 General Liability	15
11.2 Commercial General Liability	16
11.3 Workers' Compensation Insurance	16
11.4 Theft, Disappearance and Destruction Coverage	16
11.5 Automobile Liability	16
ARTICLE 12 General Compliance with Laws and Regulations	16
12.1 Non-Discrimination	17
12.2 Equal Opportunity	17
12.3 Harassment	18
12.4 Safety	18
ARTICLE 13 Drug Free Workplace Requirement	18
ARTICLE 14 Miscellaneous Provisions	19
14.1 Relationship of the Parties	19
14.2 Entire Agreement	19
14.3 Amendment	19
14.4 Governing Law and Jurisdiction	19
14.5 Binding Nature and Assignment	20
14.6 Force Majeure	20
14.7 Severability	21
14.8 Approvals	21
14.9 Waiver	21
14.10 Conflict of Interest	21
14.11 No Bribery or Lobby	22
14.12 Change in Control	22
14.13 Company Access to City Facilities	22
14.14 Revenue	22
14.15 City's Right to Dismiss Fees and Fines	22
ARTICLE 15 Public Information and Statements to the Press	23
ARTICLE 16 Immunity Not Waived	23
SIGNATURE PAGE	24
EXHIBIT A Summary Scope of Services	

**AGREEMENT FOR PARKING ENFORCEMENT SERVICES BETWEEN THE
CITY OF NORTH MYRTLE BEACH AND P2 OF SC, LLC**

THIS AGREEMENT FOR PARKING MANAGEMENT SERVICES (the "Agreement") is made and entered into this 8th day of December 2021 (the "Effective Date"), by and between the **CITY OF NORTH MYRTLE BEACH**, a South Carolina municipal corporation (the "City"), and **P2 OF SC, LLC**, a Florida corporation qualified to do business in the State of South Carolina (the "Company").

GENERAL RECITALS

WHEREAS, the City issued a Request for Proposal for Parking Management Services for North Myrtle Beach, South Carolina (the "RFP"), requesting proposals from qualified companies to provide the City with parking enforcement services; and

WHEREAS, in response to the RFP, the Company submitted to the City a proposal dated October 6, 2021 (the "Proposal"); and

WHEREAS, the City and the Company have negotiated and now desire to enter into an agreement for the Company to provide Parking Management Services (the "Services") in accordance with the terms and conditions set out herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

AGREEMENT

ARTICLE 1 - AWARD OF AGREEMENT

The City is entering into this Agreement with the Company with the understanding that the Company is an experienced professional firm capable of managing the day-to-day parking enforcement needs of North Myrtle Beach, South Carolina. In providing the Services to the City, the Company is expected and required to instill and maintain a very strong focus on customer service in all its employees, demonstrate its expertise in parking enforcement matters, and provide a stable, well-trained workforce to provide the Parking Management Services specified by the City.

1.1 Notice to Proceed

Execution of this contract shall constitute a Notice to Proceed to the Company on December 8, 2021 to begin services on January 1, 2022, upon receipt by the City of a fully executed Agreement, Insurance Certificate and any other documentation required by the City from the Company.

ARTICLE 2 - OVERVIEW OF SERVICES

The Company shall provide to the City the services specified in this Agreement, in the "Request for Proposal-Parking Program Services" prepared by the City of North Myrtle Beach dated August 18, 2021, in the "Proposal for Parking Management Services for North Myrtle Beach, SC" prepared by Company and dated October 6, 2021 and in the Summary Scope of Services attached to this Agreement as Exhibit A, all of which are incorporated herein by reference. Services will be performed within the guidelines, policies and laws provided by the City. The City will unilaterally determine enforcement levels in accordance with its policies.

The Company will be required to provide and manage qualified and trained personnel in sufficient numbers to provide the Services requested by the City.

2.1 Regularly Scheduled Services

The Company will provide the City with a schedule listing all weekly staff assignments, including all enforcement beats. The City may require, in its sole discretion, adjustments to the weekly staffing levels during the term of this Agreement to meet the City's changing needs.

2.2 Emergency Services

In the event an emergency arises and there is an unanticipated sudden need for Services, the Company will provide such services within two (2) hours' notice by the City. The Company's contact persons for emergency services are the Company's on-site Project Manager and the Company CEO. They may be reached 24 hours per day, 365 days per year as follows:

Project Manager	TBA
EVP	Tina Reid - treid@pivotparking.com

In addition, the City may contact the executive staff 24 hours a day, 365 days year for emergency or any other reason as follows:

(a) Tina Reid	treid@pivotparking.com	864-252-6303 (cell phone)
(b) Scott Diggs	sdiggs@pivotparking.com	

2.3 Permanent Additions, Deletions and Changes to Services

The City will have the right to add, delete, or change any of the Services, in its sole discretion, in response to its changing needs. The City will submit all notices for revisions in Services in writing with reasonable advance notice to the Company. In the event of an emergency situation, the City and Company will work with each other in good faith to implement required Service changes as quickly as possible. City agrees that Company will manage any additions to the Services as described herein (for

example if City should add new parking meters, parking lots or pay stations) and Company agrees to manage such additional Services. For any Services not originally contemplated by this Agreement, the Company will provide such Services at rates that do not exceed those being charged to similar clients for similar services.

2.4 Subcontracting

Company acknowledges and agrees that it shall be the prime contractor and shall remain fully responsible for the performance of all obligations required to be performed by the Company or any subcontractors under this Agreement. No subcontracting shall be permitted without the prior written consent of the City. When asking for such consent, the Company shall submit to the City organizational charts and qualifications of subcontractor personnel for any portions of the Services proposed to be performed by subcontractors. No changes in personnel of any subcontractor may be made without prior written consent of the City.

2.5 Items Provided by the Company

The Company shall provide all equipment, material and supplies furnished by the Company, to be a reimbursable operating expense as defined in the "Budget." All equipment, material and supplies furnished by the Company will become the property of the City and will not be used for any purpose other than the performance of parking management-related Services for the City. The Company shall maintain current records and provide an accounting of all equipment, material and supplies for use by the Company. The Company will have full responsibility for storing equipment and supplies used in connection with the Services during the operation season.

2.6 Items to be Provided by the City

The City shall provide a detailed inventory list of all equipment to be turned over to the Company by the City and the previous management company at the date of transition. The City shall furnish a storage area for equipment when the program is and is not in operation.

ARTICLE 3 - COMPANY PERSONNEL

3.1 Key Personnel

The Company shall provide Services pursuant to this Agreement through key personnel. The Company shall provide to the City a list of all key personnel involved with the project. The Company shall provide the City with timely written notice of any changes in key personnel.

3.2 Company Personnel Approval, Removal, Replacement or Additions

The City will have the option, in its sole discretion, to require the replacement of any individual employee assigned to provide Services at any time during the term of this Agreement. Also, the City will have the right to require any additional personnel that the City deems necessary to maintain the desired level of Services.

ARTICLE 4 - POINTS OF CONTACT

4.1 Company's Point of Contact (POC)

The duties of the Company's POC include, but are not limited to:

- (a) Coordinating Services and the Company's resource assignments based upon the City's requirements.
- (b) Providing consultation and advice to the City on matters related to the Services and operational concerns/issues and acting as a conduit to the Company's specialist resources that may be needed to supplement the Company's regular staff.
- (c) Acting as the Company's point of contact for all aspects of contract administration, including invoicing for Services, and status reporting.
- (d) Requesting City review and approval in advance of all Company expenditures in connection with the Services.
- (e) Facilitating meetings and conferences between the City and the Company's executive staff when scheduled or requested by the City.
- (f) Communicating among and between the City and the Company's staff.
- (g) Promptly responding to the City's POC when consulted in writing with respect to Service deviations and necessary documentation.
- (h) Identifying and providing the City with written notice immediately after the Company becomes aware of any issue that may threaten the delivery of Services in the manner contemplated by this Agreement.
- (i) Ensuring that adequate quality assurance procedures are in place for the performance of the Services.
- (j) The Company's POC for all Services is:
Tina Reid
treid@pivotparking.com
P2 of SC, LLC (contact information provided elsewhere)

4.2 City's POC

The City will designate a POC for all Services. The City's initial POC shall be the City Manager or his/her designee. The POC will facilitate the flow of information between

the Company and the City. The duties of the POC include:

- (a) Ensuring that the Company performs in accordance with all requirements of this Agreement.
- (b) Promptly responding to the Company's POC when consulted in writing regarding Service issues.
- (c) Reviewing all Company expenditures in connection with the Services and approving or denying such expenditures in a timely fashion.
- (d) Acting as the City's POC for all aspects of the Services, including contract administration and coordination with the City's staff.

The City Manager shall designate in writing to the Company a POC and may from time to time re-designate the POC.

ARTICLE 5 - LEGAL NOTICES

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

City:
City Manager
City of North Myrtle Beach
1018 Second Ave. South
North Myrtle Beach, SC 29582

CC: City Attorney
City of North Myrtle Beach
1018 Second Ave. South
North Myrtle Beach, SC 29582

Company:
P2 of SC, LLC
Attn: Legal Department
648 Northeast Third Avenue
Ft. Lauderdale, Florida 33304

CC: P2 of SC, LLC
Attn: Scott Diggs, Chief Executive Officer
P.O. Box 1275
Wrightsville Beach, NC 28480
Email: sdiggs@pivotparking.com

Notice shall be effective upon the date of receipt by the intended recipient, provided that any notice that is sent by electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for

notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

ARTICLE 6 - TERM

The initial term of this Agreement will be for a period of approximately Five (5) years, beginning on the Effective Date and ending at midnight on December 31, 2026. This agreement shall automatically extend for one (1) additional five-year extension period, unless either party provides written notice to the other to terminate this agreement at least one-hundred eighty days (180) prior to the expiration of the initial or extension period of its intention to terminate the initial term or the extension period, whichever is applicable.

ARTICLE 7 - COMPENSATION AND PAYMENTS

7.1 Compensation

As complete compensation for the Services described in this Agreement, the City will reimburse all the Company's reasonable expenses, approved in advance by the City's POC, incurred in providing the Services, to include reimbursement for all equipment, material and supplies furnished by the Company in accordance with the section "Budget" which follows. The Company will receive an incentive management fee of 6.38% of total revenue collected in excess of a \$400,000 threshold per year. The Incentive Management Fee will be paid monthly with the Fee based on a monthly threshold of the \$33,333.33 and trued up annually. For purposes of this Article 7, "Total Revenue Collected" shall include all revenues received by the Company and City (excluding all sales taxes or other charges required to be remitted to any governmental agency) pursuant to the provisions of this Agreement.

The City shall deposit with Company, prior to the commencement date of this Agreement, an amount equal to sixty (60) days of the estimated annual Operating Expenses (the "Operating Advance") which is estimated to be \$61,797.76 and an amount estimated to be \$21,880.00 or greater for the purchase of transitional items (the "Transitional Expenses"). Company POC shall pay all Operating Expenses out of the Operating Advance deposit and Start-Up transitional expenses out of the Transitional Expenses advance. Company POC will provide a "Transitional Expenses" budget to the City for approval and/or adjustment to this estimated budget number stated above.

7.2 Invoices

The Company shall invoice the City monthly for reimbursement of expenses and management fees earned under this Agreement, beginning February 20, 2022. The

invoice shall be accompanied by proper supporting documentation as the City may require. Except for the final monthly invoice, Company shall replenish the Operating Advance with the amount received from the City for each monthly invoice. The amount of the Operating Advance may be adjusted by mutual agreement in the event of a significant change in budgeted expenses. Payments will be made by the City to the Company within 30 calendar days of the date of receipt of an accurate and properly submitted invoice. The City will not pay inaccurate or incomplete invoices. The City will not be penalized for late payments and no interest or penalty will be paid.

7.3 Budget

Budgeted expenses shall be based on an approved line-item budget submitted initially on January 1, 2022, and thereafter annually by November 15 of each year, and approved in writing by the City POC. The budget shall be in a form consistent with budget proposals by other City departments. Expenses paid by the Company shall be reimbursed only if part of the approved budget or by prior approval in writing by the City POC. The City shall not be liable for expenses in excess of the approved budget unless the expenses are approved in writing by the City POC.

7.4 Accounting and Auditing

The Company shall maintain complete and accurate records of all costs and revenue collections related to this Agreement. Such records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any collections, invoices, payments, or claims submitted by the Company or any of its payees in connection with this Agreement. Records subject to examination will include, but are not limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.

For the purpose of such inspections, the City's agent or authorized representative shall have access to said records from the Effective Date of this Agreement, for the duration of the Services, and until two (2) years after the date of final payment by the City to the Company pursuant to this Agreement.

The City's agent or authorized representative shall have access to the Company's facilities and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this Article. The City will give the Company reasonable advance notice of planned inspections. The Company also agrees to an annual audit of the Services to related financial information by an independent auditor selected by the City and paid for by the City.

7.5 License Plate Recognition Equipment

The Company shall, at its sole expense, purchase two (2) License Plate Technology Equipment approved by the City (the "Equipment") subject to the following terms and conditions:

- (a) The price to be paid by the Company for the Equipment shall be the approximate cost of the Equipment plus taxes and service fees paid by the Company (the "Equipment Cost").
- (b) The Equipment Cost (\$111,257.00) will be amortized over the five (5) year total term of the Agreement. An amortization schedule for the Equipment Cost is attached hereto as Exhibit B.
- (c) In the event City or Company terminates this Agreement prior to December 31, 2026, City shall pay to Company an amount equal to the monthly amounts as reflected on the Amortization Schedule from the date of termination of the Agreement through December 31, 2026. In the event the Agreement remains in effect until December 31, 2026, the City shall have no obligation to make any payment of any kind whatsoever to Company in return for the transfer of the Equipment.
- (d) Company does not give any warranty, express or implied, with respect to the Equipment, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose.
- (e) Upon transfer of the Equipment by Company to City as described in subparagraph (c) above, the Equipment shall be and remain the sole property of City.

ARTICLE 8 - TERMINATION

8.1 Termination for Convenience

By giving written notice, either Party may terminate this Agreement for any reason or no reason by giving written notice of termination at the end of each parking season within thirty (30) days of the end of the parking season. The notice shall specify the date upon which such termination becomes effective. The City shall pay the Company for Services rendered prior to the effective date of termination in addition to the amounts described above in Section 7.5.

8.2 Termination for Default

By giving written notice, either party may terminate this Agreement upon the occurrence of one or more of the following events, each of which constitute a non-exclusive Event of Default under this Agreement:

- (a) The other party violates or fails to perform any covenant, provision, obligation, term, or condition contained in this Agreement, provided that, unless otherwise provided in this Agreement, such failure or violation shall not be cause for termination if the defaulting party cures such default (if the default is susceptible to cure) within thirty (30) days of receipt of written notice of default from the other party.
- (b) The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement within twenty (20) days of receipt of written notice from City, or failure to provide the proof of insurance as required by this Agreement within twenty (20) days of receipt of written notice from City.

Any notice of default shall state the party's intent to terminate this Agreement if the default is not cured within the specified time period.

8.3 Additional Grounds for Termination by the City

The City may terminate this Agreement immediately by written notice to the Company upon the occurrence of one or more of the following events each of which shall also constitute a non-exclusive Event of Default:

- (a) The other party makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, the Company's Proposal, or any covenant, agreement, obligation, term, or condition contained in this Agreement; or
- (b) The Company ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of the other party's assets or properties.

8.4 Obligations Upon Expiration or Termination

Upon expiration or termination of the Agreement, the Company shall promptly provide or return to the City all equipment, materials, documents, or data, whether in written, graphic, machine readable or other form, supplied by the City in connection with this Agreement, in as good condition as when delivered, reasonable wear and tear excepted.

8.5 No Effect on Taxes, Fees, Charges or Reports

Any termination of this Agreement will not relieve the Company of the obligation to pay any fees, taxes, or other charges then due to the City, or relieve the Company of the obligation to file any daily, monthly, quarterly, or annual reports covering the period to termination, or relieve the Company from any claim for damages previously accrued or then accruing against the Company.

8.6 Authority to Terminate

The City's City Manager has the authority, without the necessity of further action by the City, to terminate this Agreement on behalf of the City.

8.7 Other Remedies

Upon termination of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedies.

ARTICLE 9 - COVENANTS AND REPRESENTATIONS

The Company covenants and represents that the Services shall satisfy all requirements as set forth in this Agreement, in the "Request for Proposal-Parking Program Services" prepared by the City of North Myrtle Beach dated August 18, 2021, in the "Proposal for Parking Management Services for North Myrtle Beach, NC" prepared by Company and dated October 6, 2021 and in the Summary Scope of Services attached to this Agreement as **Exhibit A**, all of which are incorporated herein by reference. All Services performed by the Company pursuant to this Agreement shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience, and knowledge. The Company will not violate any agreement with any third party by entering into or performing this Agreement.

The Company further represents and covenants that:

- (a) It is validly existing and in good standing under the laws of South Carolina.
- (b) It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- (c) The execution, delivery, and performance of this Agreement have been duly authorized by the Company;

- (d) No approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement; and
- (e) In connection with its obligations under this Agreement, it shall comply with all applicable federal, state, and local laws and regulations and shall obtain all applicable permits and licenses.

ARTICLE 10 - INDEMNIFICATION

To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless the City and the City's officers, agents and employees from and against any and all claims, losses, damages, obligations, liabilities and expenses (including reasonable attorneys' fees) that arise directly or indirectly from any negligent act(s), error(s) or omission(s) or willful misconduct by the Company or any of its agents, employees or subcontractors (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal.

In any and all claims against the City or any of its agents or employees by any employee of the Company, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Company or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

This obligation to indemnify and the costs incurred by the Company in doing so shall not be part of the "reasonable expenses" for which the Company is entitled to reimbursement under section 7.1.

ARTICLE 11 - INSURANCE

The Company shall, at all times during the term of the contract, carry insurance as set forth in this section. The Company shall purchase and maintain these coverages from an insurance company acceptable to the City and authorized to do business in the State of South Carolina. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or

endorsement(s) shall constitute grounds for the City to revoke its Notice of Award, forfeit any proposal security, and award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Emailed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the email transmittal(s). The following tenets shall apply, and the coverages are required in the specified amounts:

11.1 General Liability

The City of North Myrtle Beach, its officials, employees, and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied, or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of North Myrtle Beach, its officials, employees, or volunteers. To accomplish this objective, the City of North Myrtle Beach shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of North Myrtle Beach, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of North Myrtle Beach, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

- (a) The City of North Myrtle Beach shall be included as an additional Insured for all operations and services rendered under this Agreement. Certificates of all required insurance shall be furnished to the City at the time of execution of this Agreement and shall contain the provision that the City will be given 30 day written notice of any intent to amend or terminate by either the insured or the insuring company.
- (b) The Company's insurance is primary. The Company's obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.
- (c) Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of North Myrtle Beach, its officials, employees, or volunteers.

(d) All insurance policies provided hereunder may include a deductible and the deductible amount of any claims shall be paid by the Company as a reasonable expense of the operation.

11.2 Commercial General Liability

Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement whether such operations are performed by Company, any subcontractor or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury or property damage each occurrence/ \$3,000,000 aggregate. This insurance shall include coverage for products/completed operation, personal injury liability and contractual liability assumed under the indemnity provision of this Agreement. This coverage shall be on an occurrence basis.

11.3 Workers' Compensation Insurance

The Company shall agree to waive all rights of subrogation against the City of North Myrtle Beach, its officials, employees, and volunteers for losses arising from work performed by the Contractor for the City of North Myrtle Beach. Meeting the statutory requirements of the State of South Carolina and Employers Liability - \$1,000,000 per accident limit, \$1,000,000 disease per policy limit, \$1,000,000 disease each employee limit, providing coverage for employees and owners.

11.4 Theft, Disappearance and Destruction Coverage

Protecting against loss of money and securities, inside the premises and outside the premises in the care and custody of a messenger in an amount not less than \$200,000.

11.5 Automobile Liability

The Company shall purchase and maintain insurance for bodily injury and property damage liability covering all non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.

The City shall maintain during the life of this Agreement on all vehicles owned by the City and used by Company with an insurance company acceptable to the Company and authorized to do business in the State of South Carolina.

ARTICLE 12 - GENERAL COMPLIANCE WITH LAWS AND REGULATIONS

The Company shall comply with all Federal, State, and local laws, ordinances, and regulations

applicable to the Services provided herein. If, due to conflicts between two or more such ordinances, statutes, laws, rules, and regulations (the "Regulations") or due to conflicts in the interpretation or enforcement of such Regulations by courts or governing bodies having jurisdiction over the Services, the Company is unable to comply with such Regulations, the Company shall exercise usual and customary professional care in the exercise of his professional judgment in complying with such conflicting Regulations. The Company further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act, the Americans with Disabilities Act (ADA), the Family and Medical Leave Act, and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work.

12.1 Non-Discrimination

The Company agrees that it has adopted and will maintain and enforce a policy of non-discrimination on the basis of race, color, religion, sex, age, national origin, or disability. The Company agrees that it will inform the City of any alleged violation(s) of employment practices involving any employees who provide Services which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other federal or state compliance agency. Also, the Company will inform the City of the final disposition of such cases.

12.2 Equal Opportunity

The City is committed to promoting equal opportunities for all and to eliminating prohibited discrimination in all forms. Prohibited discrimination means discrimination against any person, business, or other entity in contracting or purchasing practices on the basis of race, color, sex, or national origin. Without limiting the foregoing, prohibited discrimination also includes retaliating against any person, business, or other entity for reporting any incident of prohibited discrimination. It is understood and agreed that not only is prohibited discrimination improper for legal and moral reasons, prohibited discrimination is also an anti-competitive practice that tends to increase the cost of goods and services to the City and others.

As a condition of entering into this Agreement, the Company further agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to terminate or withhold payment under this Agreement.

12.3 Harassment

The Company agrees to make itself aware of and comply with the City's Harassment Policy. The City will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability.

12.4 Safety

The Company will have sole responsibility for ensuring its employees have been trained in appropriate safety procedures in connection with providing Services to the City. Company's employees will not create safety hazards in the course of providing the Services.

ARTICLE 13 - DRUG FREE WORKPLACE REQUIREMENT

The Company shall provide a drug-free workplace during the performance of this Agreement. This obligation is met by:

- (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Company's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (b) Establishing a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs and (iv) the penalties that may be imposed upon employees for drug abuse violations.
- (c) Notifying each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined in this Article and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction.
- (d) Notifying the City within ten (10) days after receiving from an employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction, unless otherwise forbidden to communicate such information to third parties under the Company's drug-free awareness program or other restrictions.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime.

- (f) Making a good faith effort to continue to maintain a drug-free workplace for employees.
- (g) Requiring any party to which it subcontracts any portion of the work under the Agreement to comply with the provisions above.

If the Company is an individual, the requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement. Failure to comply with the above drug-free workplace requirements during the performance of the Agreement shall be grounds for suspension, termination, or debarment.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 Relationship of The Parties

The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint venturers, fiduciaries, co- owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other. City agrees that neither it shall employ, in any capacity, any person that Company has employed as a Supervisor, Manager or Assistant Manager during the term of this Agreement. This provision shall survive the expiration or other termination of this Agreement for a period of one (1) year.

14.2 Entire Agreement

This Agreement is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties relative to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations, and proposals ("prior agreements"), written or oral, except to the extent such prior agreements are incorporated by reference into this Agreement.

14.3 Amendment

No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.

14.4 Governing Law and Jurisdiction

The parties acknowledge that this Agreement is made and entered into in North Myrtle Beach, South Carolina. This Agreement has been fully negotiated between two sophisticated parties and shall be construed without regard to any presumption or rule of law or equity regarding construction of this Agreement against the party causing this Agreement to be drafted or prepared. The parties further acknowledge and agree that South Carolina law shall govern all rights, obligations, duties, and liabilities of the parties to this Agreement, and that South Carolina law shall govern interpretation of this Agreement and any other matters relating to this Agreement (all without regard to South Carolina conflicts of laws principles).

The parties further agree that any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in South Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any of the above courts. Each party in any such proceeding shall bear any and all of its costs associated with the filing of the proceeding including any and all attorney's fees.

14.5 Binding Nature and Assignment

This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party will be void.

14.6 Force Majeure

The Company shall not be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder, except as set forth below, if all of the following conditions are satisfied:

- (a) If and to the extent such failure or delay is caused by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, pandemic, riots, civil disorders, rebellions, or revolutions, strikes, lockouts or court order (each, a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the Company shall be excused from any further performance of those of its obligations pursuant to this Agreement affected by the Force Majeure Event for as long as: i) such Force Majeure Event continues and ii) Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

(b) The Company shall promptly notify the City by telephone or other means available (to be confirmed by written notice within five (5) business days of the beginning of the failure or delay) of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than thirty (30) days, the City may terminate this Agreement.

(c) In no event shall City be relieved of its obligation to pay to Company any amount of money which becomes due and payable under this Agreement, as and when such amount becomes due and payable. City will continue to pay for the cost of insurance and the payroll of Company employees during any such Force Majeure Event. During a time of an acknowledged Force Majeure Event, both City and Company may negotiate changes to the contract in relation to fees charged so that both parties do not endure financial hardships.

14.7 Severability

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

14.8 Approvals

All approvals or consents required under this Agreement must be in writing and signed by an appropriate representative of the respective party.

14.9 Waiver

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.

14.10 Conflict of Interest

The Company covenants that its officers, employees, shareholders, and subcontractors have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

14.11 No Bribery

The Company certifies that to the best of its knowledge, information, and belief, neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed, or attempted to bribe, an officer or employee of the City in connection with this Agreement.

14.12 Change in Control

The Company shall notify the City within thirty (30) days of the occurrence of a change in control. As used in this Agreement, the term "control" means the possession, direct or indirect, of either:

- (a) The ownership of or ability to direct the voting of, as the case may be, fifty- one percent (51%) or more of the equity interests, value or voting power in the Company; or
- (b) The power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

14.13 Company Access to City Facilities

Arrangements for access to City facilities will be made between the Manager and the Company. The Company will be required to sign for all keys when issued and return all keys upon termination of the Agreement. The Company shall report any loss or misuse of keys immediately will promptly reimburse the City for any re-keying as a result of such loss or misuse.

14.14 Revenue

All revenue collected and penalty payments received by the Company, resulting from the enforcement of on-street parking regulations, as well as payments received for any other citation, shall be the property of the City.

14.15 City's Right to Dismiss Fees and Fines

The City has the unilateral right to dismiss any individual parking ticket or other citation and/or direct the Company to reimburse any fines or fees.

ARTICLE 15 - PUBLIC INFORMATION AND STATEMENTS TO THE PRESS

Advertising, sales promotion or other materials of the Company or its agents or representatives shall limit the identification or reference to this Agreement to the general description of the Services. As a condition of entering into this Agreement, the Company further agrees to refrain from the following, absent the City's prior written approval: (1) making any statement to the media or public regarding the subject matter of this Agreement or the City's position on any issue relating to this Agreement; or (2) making any statement to the media or public on any issue which is in the City's judgment likely to cast doubt on the competence or integrity of the City or Company. Failure to comply with this Article by the Company shall constitute a material breach and, without limiting any other remedies the City may have, shall entitle the City to terminate this Agreement for default.

All of the information, reports, cost estimates, plans, specifications, and documents prepared or assembled by the Company under this Agreement are the property of the City. The Company agrees that any such documents may not be made available to any individual or organization other than appropriate City officials without prior written approval of the City. Nothing contained in this paragraph shall be construed to prevent the Company from making information, reports, and documents available to those individuals or firms directly concerned with the services described herein with prior written agreement of the City.

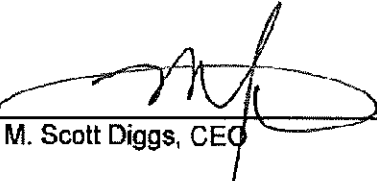
ARTICLE 16 - IMMUNITY NOT WAIVED

This Agreement is governmental in nature for the benefit of the public and is not intended to be for private profit or gain and the City does not intend to waive its sovereign immunity by reason of this Agreement.

THIS AGREEMENT, entered into as of the day and year first written above for Parking Management Services for North Myrtle Beach, South Carolina.

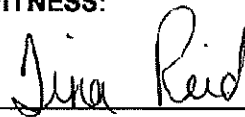
COMPANY:

P2 OF SC, LLC
Federal Tax I.D. No. 85-2320567

By: 
M. Scott Diggs, CEO

Date: Dec 8, 2021

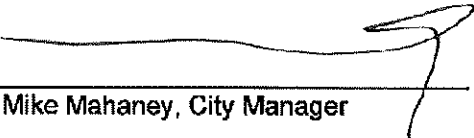
WITNESS:


Tina Reid

Date: 12/8/21

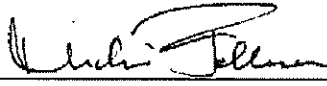
CITY:

CITY OF NORTH MYRTLE BEACH

By: 
Mike Mahaney, City Manager

Date: 12/8/21

WITNESS:


Linda Fellen

Date: 12/8/21

EXHIBIT A
SUMMARY SCOPE OF SERVICES

The Company will provide overall management of on-street parking, including parking enforcement, citation processing, the appeals process, pay station maintenance, and administration of any merchant validation and parking permit programs. In providing the Services, the Company will be responsible for and focus on the following areas:

1. Parking Pay Stations and Other On-Street and Lot Parking Enforcement

- (a) Enforce parking regulations relating to pay stations and other parking controls within an area designated by the City during the months of March through October and during the hours of 9:00 a.m. to 5:00 p.m. Enforcement activities will include electronic ticketing, immobilization, and towing. The City may adjust the geographic locations for enforcement activities in its sole discretion.
- (b) Manage city-owned pay stations and any additional on-street parking spaces including pay by cell and pay by text applications.
- (c) Issue residential and non-residential parking permits digitally or in printed form.
- (d) Enforce scofflaw regulations related to towing of vehicles as per city ordinances.
- (e) Install and manage City-owned parking kiosks as instructed by the City. The City reserves the right to adjust the number of parking kiosks and spaces in its sole discretion.
- (f) Establish designated patrol routes for its enforcement officers.
- (g) Respond to requests from the City to suspend or emphasize enforcement along certain roads or in certain areas. The City also reserves the right to temporarily suspend enforcement along any street, or in any zone, according to the needs of the City. The City will make every effort to provide the Company adequate notice concerning the location and duration of any such suspension or higher level of enforcement.
- (h) Enforce parking regulations for special events and any other communicated special events, including festivals, etc.

2. Collection of Monies and Accounting

- (a) Account for all revenues from the kiosks installed. All monies collected from parking kiosks will be deposited daily, in accordance with approved guidelines established by the City, into an account authorized by the City.

- (b) Collect payments on citations from the public. Payments may be made by cash, check or by credit card "over-the-counter," by telephone or over the Internet.
- (c) City will be the Merchant of Record for credit card processing and all revenues, both cash and credit card, will be deposited into the City's designated bank account no later than the next business day by 2 pm.
- (d) Assist in the collection of all outstanding citations related to scofflaws. Outstanding citations may predate the contract period.
- (e) Issue late notices for overdue payment of citations and provide follow-up collection services.
- (f) Download all data from its handheld computers on a daily basis into the system specified by the City.
- (g) Ensure proper accountability and internal control of monies collected.
- (h) Provide any periodic or special financial and operational reports as requested by the City.

3. Office Administration

- (a) Maintain provided furnished office space in the project area that will serve as the office for enforcement personnel and pay station maintenance operations. This office will be open to the public during standard business hours.
- (b) Be equipped with computers linked to the City in order to daily download data requested by the City and provide the City access to system activity. The office must have a telephone and the number must be provided to the public and to the City.
- (c) Be responsible for purchasing all materials necessary to carry out all office functions. These include, but are not limited to, paper tickets and ticket books, envelopes, uniforms, office equipment and supplies, an inventory of spare parts for maintenance and repair of pay stations, and all other necessary equipment.
- (d) Coordinate with the City on the City's purchase of any new parking equipment.
- (e) Administer and implement a Merchant Parking Validation Program if requested by the City.

4. Personnel Administration

- (a) Parking enforcement personnel will demonstrate high ethical standards of conduct and will observe all written rules and regulations concerning their work assignments.
- (b) Supervisors and field personnel will maintain radio/cell contact at all times to ensure appropriate oversight of parking enforcement activities.

- (c) The Company will ensure that all enforcement and office personnel wear City-approved uniforms and be properly groomed while on duty. The uniform must display approved insignia that clearly identifies the wearer as being responsible for enforcing parking violations, managing parking facilities or servicing pay stations. The uniform will also have a clearly visible and readable nametag that must be worn at all times.
- (d) All other employees of the Company providing Services shall at all times be clearly identifiable by uniform, name badges, name tags, or identification cards.
- (e) The Company shall employ persons who are fully trained, competent, and qualified with the skills and experience necessary to provide the Services during the term of this Agreement.
- (f) The Company is responsible for hiring, training, and supervising its staff members. All of the Company's staff members assigned to provide the Services are employees of the Company.
- (g) The Company personnel shall at all times assure that its employees serve the public in a courteous, helpful, and impartial manner. Correction of any inappropriate behavior or language shall be the responsibility of the Company.
- (h) The Company shall respond to any public complaint within forty-eight (48) hours after receipt of the complaint. In the event a report is received alleging an employee of the Company was discourteous, belligerent, profane or in any way intimidating, either physically or verbally, the Company will submit a written report to the POC within five (5) days of the date of the report, outlining the complete details of the incident. The report will include the nature of the incident, time, date, location and the name, address and telephone number of the person making the allegation. The report will also include the name and title of the employee and the nature of the disciplinary action taken, if any.
- (i) Staff provided by Company shall include at all times one full-time, year-round manager, one full-time, year-round assistant manager, one full-time seasonal customer service representative within the local office, seasonal employees to include sufficient personnel to provide parking enforcement agents on the street March – October 9 am – 5 pm.
- (j) Company is authorized to operate with less parking enforcement agents on the street during those times when that number of agents is unnecessary due to weather conditions or similar circumstances. Company shall communicate such reduced staffing to the City's Point of Contact. Any monetary savings resulting from such reduction in services shall be passed on to City by Company.

5. Training and Customer Service

- (a) Provide thorough training for enforcement and other personnel, including general information and directions to assist customers visiting the North Myrtle Beach area.
- (b) Respond in accordance with the City of North Myrtle Beach principles on customer service to public inquiries about the on-street parking program, ticketing and enforcement, or any other citizen concern. The Company will provide a high level of customer service by employing friendly, helpful, and customer-oriented personnel.
- (c) Assist the City in its efforts to inform the public about the Program.
- (d) Provide all enforcement personnel with an adequate supply of material regarding City services and City attractions, sites, and events for distribution to citizens requesting such information.
- (e) Keep an accurate record of all citizens' complaints, their resolution, and the action taken to contact the complainant. All such records shall be retained during the term of this Agreement and made available to the Manager.

6. Installation and Maintenance

- (a) Annual installation, removal and maintenance of parking kiosks and pay stations shall be carried out by Company in accordance with the City's standards.
- (b) Maintain the pay stations installed in good working condition. Good working condition is defined as repairing/replacing any defective part within 12 hours of a report of failure. All Company employees shall be required to immediately report any damaged, missing, or malfunctioning equipment or facilities to the appropriate supervisor.
- (c) Implement and follow a regular preventive maintenance schedule for all parking meters.
- (d) Keep an equipment log of all complaints. The log will note date, meter number, location, problem, and name of the person calling in the problem, the tag number of the car (if any), the date the mechanics checked the equipment, the nature of the problem and the date it was corrected.
- (e) It shall be the responsibility of Company to maintain adequate inventory levels of spare parts for parking kiosks maintenance and repair. It is recommended that the City engage in extended warranty programs if available for parking kiosks.

7. Safety

Take adequate steps to ensure the safety and security of all personnel and property. City expressly acknowledges that Company's obligations in connection with the

management, operation and promotion of the Parking Services, and employment of persons in connection therewith, do not include the rendition of service, supervision, or furnishing of personnel in connection with the personal safety and security of employees, tenants, customers, or other persons within and about the Parking Services. Company does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor do Company's employees undertake the obligation to guard or protect customers against the intentional acts of third parties.

8. Special Events

If a special event is scheduled, the Company may be required to reset any or all kiosks. These events include, but are not limited to, festivals, parades etc.

9. Towing/Booting

The Company will be responsible for arranging for towing and/or booting of illegally parked vehicles and scofflaws, in accordance with City-approved policies and procedures to be established.

10. Response to Hurricanes and Other Similar Emergencies

- (a) In the event of a hurricane or other similar emergency, the Company will be responsible for removing all parking kiosks to a safe and secure location in advance of such hurricane or other emergency at the direction of the City's POC. When removal of equipment is deemed unnecessary, Company will ensure equipment is covered with plastic to minimize any possibility of damage.
- (b) Company will be reimbursed for those costs it incurs in responding to such hurricane or emergency which exceed the approved budget amounts. Company will be responsible for providing City with sufficient information to demonstrate the manner in which its cost exceeded the approved budgeted amounts and City shall have no obligation to pay such amounts absent information supporting such additional expenses satisfactory to City.

11. Other

- (a) Change Company procedures as necessary to conform to revisions in the City's ordinances, parking regulations, policies, and initiatives.
- (b) Consult with the City, as requested, regarding the design or enhancement of the parking program.
- (c) Assist in maintaining and expanding the program, if required to do so, as needed.

- (d) Coordinate with the City and stay involved in the City's efforts to inform the public about the parking program.
- (e) Provide consulting services to the City on its parking program without charge, provided that the consulting services do not require extraordinary expense to the Company.
- (f) Provide any other service or program as indicated in the response to the RFP that the Company submitted to the City as part of the Proposal.

EXHIBIT B
EQUIPMENT AMORTIZATION

NORTH MYRTLE BEACH EQUIPMENT-

AMORTIZATION SCHEDULE

ENTER VALUES

Loan amount	\$111,257.00
Interest rate	9.75%
Loan term in years	5
Payments made per year	12
Loan repayment start date	1/1/22
Optional extra payments	\$0.00

LOAN SUMMARY

Scheduled payment	\$2,350.22
Scheduled number of payments	60
Actual number of payments	60
Years saved off original loan term	0.00
Total early payments	\$0.00
Total interest	\$29,759.20
LENDER NAME	

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	1/1/22	\$111,257.00	\$2,350.22	\$0.00	\$2,350.22	\$1,446.26	\$903.96	\$109,810.74	\$903.96
2	2/1/22	\$109,810.74	\$2,350.22	\$0.00	\$2,350.22	\$1,458.01	\$892.21	\$108,352.74	\$1,796.18
3	3/1/22	\$108,352.74	\$2,350.22	\$0.00	\$2,350.22	\$1,469.86	\$880.37	\$106,882.88	\$2,676.54
4	4/1/22	\$106,882.88	\$2,350.22	\$0.00	\$2,350.22	\$1,481.80	\$868.42	\$105,401.08	\$3,544.96
5	5/1/22	\$105,401.08	\$2,350.22	\$0.00	\$2,350.22	\$1,493.84	\$856.38	\$103,907.25	\$4,401.35
6	6/1/22	\$103,907.25	\$2,350.22	\$0.00	\$2,350.22	\$1,505.97	\$844.25	\$102,401.28	\$5,245.60
7	7/1/22	\$102,401.28	\$2,350.22	\$0.00	\$2,350.22	\$1,518.21	\$832.01	\$100,893.07	\$6,077.61
8	8/1/22	\$100,893.07	\$2,350.22	\$0.00	\$2,350.22	\$1,530.55	\$819.67	\$99,382.52	\$6,897.28
9	9/1/22	\$99,382.52	\$2,350.22	\$0.00	\$2,350.22	\$1,542.98	\$807.24	\$97,869.54	\$7,704.52
10	10/1/22	\$97,869.54	\$2,350.22	\$0.00	\$2,350.22	\$1,555.52	\$794.70	\$96,354.02	\$8,499.22
11	11/1/22	\$96,354.02	\$2,350.22	\$0.00	\$2,350.22	\$1,568.18	\$782.08	\$94,835.87	\$9,281.29
12	12/1/22	\$94,835.87	\$2,350.22	\$0.00	\$2,350.22	\$1,580.90	\$769.32	\$93,314.97	\$10,050.61
13	1/1/23	\$93,314.97	\$2,350.22	\$0.00	\$2,350.22	\$1,593.74	\$756.48	\$91,791.23	\$10,807.09
14	2/1/23	\$91,791.23	\$2,350.22	\$0.00	\$2,350.22	\$1,606.69	\$743.53	\$90,264.54	\$11,550.62
15	3/1/23	\$90,264.54	\$2,350.22	\$0.00	\$2,350.22	\$1,619.76	\$730.47	\$88,734.79	\$12,281.09
16	4/1/23	\$88,734.79	\$2,350.22	\$0.00	\$2,350.22	\$1,632.91	\$717.31	\$87,199.88	\$12,998.40
17	5/1/23	\$87,199.88	\$2,350.22	\$0.00	\$2,350.22	\$1,646.17	\$704.05	\$85,661.71	\$13,702.45
18	6/1/23	\$85,661.71	\$2,350.22	\$0.00	\$2,350.22	\$1,659.55	\$690.67	\$84,119.16	\$14,393.12
19	7/1/23	\$84,119.16	\$2,350.22	\$0.00	\$2,350.22	\$1,673.03	\$677.19	\$82,572.13	\$15,070.31
20	8/1/23	\$82,572.13	\$2,350.22	\$0.00	\$2,350.22	\$1,686.63	\$663.59	\$81,020.50	\$15,733.90
21	9/1/23	\$81,020.50	\$2,350.22	\$0.00	\$2,350.22	\$1,700.33	\$649.89	\$79,465.17	\$16,383.79
22	10/1/23	\$79,465.17	\$2,350.22	\$0.00	\$2,350.22	\$1,714.14	\$636.08	\$77,905.03	\$17,019.87
23	11/1/23	\$77,905.03	\$2,350.22	\$0.00	\$2,350.22	\$1,728.07	\$622.15	\$76,340.96	\$17,642.02
24	12/1/23	\$76,340.96	\$2,350.22	\$0.00	\$2,350.22	\$1,742.11	\$608.11	\$74,772.85	\$18,250.12
25	1/1/24	\$74,772.85	\$2,350.22	\$0.00	\$2,350.22	\$1,756.27	\$603.95	\$73,200.58	\$18,844.08
26	2/1/24	\$73,200.58	\$2,350.22	\$0.00	\$2,350.22	\$1,770.54	\$579.68	\$71,624.04	\$19,423.76
27	3/1/24	\$71,624.04	\$2,350.22	\$0.00	\$2,350.22	\$1,784.92	\$565.30	\$70,043.12	\$19,989.06
28	4/1/24	\$70,043.12	\$2,350.22	\$0.00	\$2,350.22	\$1,799.43	\$550.79	\$68,457.69	\$20,539.85
29	5/1/24	\$68,457.69	\$2,350.22	\$0.00	\$2,350.22	\$1,814.05	\$536.17	\$66,867.65	\$21,076.03
30	6/1/24	\$66,867.65	\$2,350.22	\$0.00	\$2,350.22	\$1,828.78	\$521.44	\$65,273.86	\$21,597.48
31	7/1/24	\$65,273.86	\$2,350.22	\$0.00	\$2,350.22	\$1,843.64	\$506.58	\$63,676.22	\$22,104.06
32	8/1/24	\$63,676.22	\$2,350.22	\$0.00	\$2,350.22	\$1,858.62	\$491.60	\$62,074.60	\$22,595.66
33	9/1/24	\$62,074.60	\$2,350.22	\$0.00	\$2,350.22	\$1,873.72	\$476.50	\$60,469.88	\$23,072.16
34	10/1/24	\$60,469.88	\$2,350.22	\$0.00	\$2,350.22	\$1,888.95	\$461.27	\$58,861.93	\$23,533.43
35	11/1/24	\$58,861.93	\$2,350.22	\$0.00	\$2,350.22	\$1,904.30	\$445.92	\$57,250.63	\$23,979.35
36	12/1/24	\$57,250.63	\$2,350.22	\$0.00	\$2,350.22	\$1,919.77	\$430.45	\$55,635.86	\$24,409.79
37	1/1/25	\$55,635.86	\$2,350.22	\$0.00	\$2,350.22	\$1,935.37	\$414.85	\$54,017.49	\$24,824.63
38	2/1/25	\$54,017.49	\$2,350.22	\$0.00	\$2,350.22	\$1,951.09	\$399.13	\$52,395.40	\$25,223.76
39	3/1/25	\$52,395.40	\$2,350.22	\$0.00	\$2,350.22	\$1,966.94	\$383.28	\$50,769.46	\$25,607.03
40	4/1/25	\$50,769.46	\$2,350.22	\$0.00	\$2,350.22	\$1,982.93	\$367.29	\$49,139.53	\$25,974.33
41	5/1/25	\$49,139.53	\$2,350.22	\$0.00	\$2,350.22	\$1,999.04	\$351.18	\$47,505.49	\$26,325.51
42	6/1/25	\$47,505.49	\$2,350.22	\$0.00	\$2,350.22	\$2,015.28	\$334.94	\$45,867.21	\$26,660.45
43	7/1/25	\$45,867.21	\$2,350.22	\$0.00	\$2,350.22	\$2,031.65	\$318.57	\$44,224.56	\$26,979.02
44	8/1/25	\$44,224.56	\$2,350.22	\$0.00	\$2,350.22	\$2,048.16	\$302.06	\$42,577.40	\$27,281.08
45	9/1/25	\$42,577.40	\$2,350.22	\$0.00	\$2,350.22	\$2,064.80	\$285.42	\$40,925.60	\$27,566.50
46	10/1/25	\$40,925.60	\$2,350.22	\$0.00	\$2,350.22	\$2,081.58	\$268.64	\$39,269.02	\$27,835.14
47	11/1/25	\$39,269.02	\$2,350.22	\$0.00	\$2,350.22	\$2,098.49	\$251.73	\$37,607.53	\$28,086.87
48	12/1/25	\$37,607.53	\$2,350.22	\$0.00	\$2,350.22	\$2,115.54	\$234.68	\$35,932.99	\$28,321.54
49	1/1/26	\$35,932.99	\$2,350.22	\$0.00	\$2,350.22	\$2,132.73	\$217.49	\$34,255.26	\$28,539.03
50	2/1/26	\$34,255.26	\$2,350.22	\$0.00	\$2,350.22	\$2,150.06	\$200.16	\$32,575.20	\$28,739.20
51	3/1/26	\$32,575.20	\$2,350.22	\$0.00	\$2,350.22	\$2,167.53	\$182.69	\$30,892.67	\$28,921.89
52	4/1/26	\$30,892.67	\$2,350.22	\$0.00	\$2,350.22	\$2,185.14	\$165.08	\$29,207.53	\$29,086.97
53	5/1/26	\$29,207.53	\$2,350.22	\$0.00	\$2,350.22	\$2,202.89	\$147.33	\$27,519.64	\$29,234.30
54	6/1/26	\$27,519.64	\$2,350.22	\$0.00	\$2,350.22	\$2,220.79	\$129.43	\$25,828.85	\$29,363.72
55	7/1/26	\$25,828.85	\$2,350.22	\$0.00	\$2,350.22	\$2,238.84	\$111.38	\$24,135.01	\$29,475.11
56	8/1/26	\$24,135.01	\$2,350.22	\$0.00	\$2,350.22	\$2,257.03	\$93.19	\$22,438.98	\$29,568.30
57	9/1/26	\$22,438.98	\$2,350.22	\$0.00	\$2,350.22	\$2,275.36	\$74.86	\$20,740.62	\$29,643.16
58	10/1/26	\$20,740.62	\$2,350.22	\$0.00	\$2,350.22	\$2,293.85	\$56.37	\$19,040.77	\$29,699.53
59	11/1/26	\$19,040.77	\$2,350.22	\$0.00	\$2,350.22	\$2,312.48	\$37.73	\$17,338.29	\$29,737.26
60	12/1/26	\$17,338.29	\$2,350.22	\$0.00	\$2,350.22	\$2,331.24	\$18.94	\$15,607.05	\$29,756.20

EXHIBIT 3

Parking Contract City of Myrtle Beach

Eighth Amendment to Agreement for Parking Management Services

This Eighth Amendment to the Agreement for Parking Management Services ("Seventh Amendment") is entered into this 6th day of September, 2024, by and between **City of Myrtle Beach** ("City") and **Lanier Parking Meter Services, LLC**. ("Company") (City and Company may be collectively referred to as the "Parties").

Recitals.

1. On January 1, 2008, the Myrtle Beach Downtown Redevelopment Corporation ("DRC") and Company entered into an Agreement for Parking Management Services with an effective date of January 1, 2008, and an expiration date of December 31, 2012 (the "Agreement").
2. On May 16, 2012, DRC exercised its option to extend the Agreement pursuant to said agreement for an additional year, thereby extending the expiration date of the Agreement to December 31, 2013.
3. On June 30, 2013, the Parties entered into a Second Amendment to the Agreement for Parking Management Services with an effective date of January 1, 2014, and an expiration date of December 31, 2018.
4. On January 26, 2017, the Parties entered into a Third Amendment to the Agreement for Parking Management Services with an effective date of January 1, 2019, and an expiration date of December 31, 2023.
5. On April 12, 2017, the Parties entered into a Fourth Amendment to the Agreement for Parking Management Services to modify the Scope of Services and the Management Fees.
6. On October 1, 2018, the Parties entered into a Fifth Amendment to Agreement for Parking Management and Citation Services under the terms and condition set-out in such amendment.
7. On February 1, 2021, the Parties entered into a Sixth Amendment to Agreement for Parking Management Services where DRC assigned its interest in and to the Agreement to City, and City hereby acknowledges and confirms it has assumed all of the rights and obligations of DRC under the Agreement.
8. On October 16, 2023, the Parties entered into a Seventh Amendment to Agreement for Parking Management Services to modify the Management Fees and exercise the Agreement's extension option to continue services for one year beginning January 1, 2024, and ending December 31, 2024.
9. The Agreement, as amended, is collectively called the "Agreement".

10. The Parties now desire to amend the Agreement, as particularly set forth herein, with such amendments to be made effect as of and from January 1st, 2025.

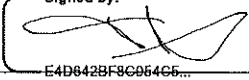
Now, therefore, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parties hereby agree to amend the Agreement as follows:

1. **Defined Terms**. Unless otherwise indicated, capitalized terms in this Eighth Amendment shall have the same meaning as ascribed in the Agreement.
2. **Amendments**.
 - (a) **Exercise of Extension Options**. Pursuant to the Third Amendment to the Agreement for Parking Management Services, the Term of the Agreement was extended for an additional five (5) years beginning on January 1, 2019, and ending December 31, 2023, with an option by DRC to further extend the Term of the Agreement for two (2) additional one (1) year periods ("Extended Term"). City, as successor in interest in and to the Agreement, has exercised one year of the Extended Term, and now hereby exercises the second available Extended Term, and the Term of the Agreement shall extend for one (1) year and accordingly expire on December 31, 2025.
3. **Ratification**. Except as expressly amended hereby, all terms and conditions of the Agreement shall remain in full force and effect and are hereby ratified by the parties.

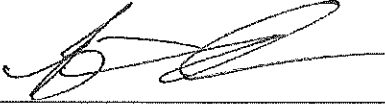
[signatures appear on following page]

IN WITNESS WHEREOF, City and Company have caused this Agreement to be duly executed and their respective seals to be hereunto affixed as of the day and year first above written.

LANIER PARKING METER SERVICES, LLC

Signed by: 
E4D842BF8C864C6...
Tarek Moussa
By: _____
Title: Authorized Signatory
Date: 9/6/2024 | 06:55:49 PDT

CITY OF MYRTLE BEACH


By: Brian Tucker
Title: A. C. M.
Date: 8/30/24

FIFTH AMENDMENT TO PARKING MANAGEMENT AND CITATION SERVICES AGREEMENT

ABSTRACT

The following terms apply within this contract:

Client	Myrtle Beach Downtown Redevelopment Corporation
Location Address	Downtown Myrtle Beach Between 31 st Ave N and 29 th Ave S & Between 69 th to 77 th Aves N. from Kings Highway to the Atlantic Ocean Myrtle Beach, SC
Client Authorized Representative	<u>October 1, 2018</u>
Client Address for Notices	Executive Director Myrtle Beach Downtown Redevelopment Corporation City Hall 937 Broadway P.O. Box 2468 Myrtle Beach, SC 29577
Manager	Lanier Parking Meter Services, Inc. dba Lanier Parking Solutions
Manager Address	233 Peachtree Street Harris Tower, Suite 2600 Atlanta, GA 30303
Scope of Work	Amendment to transfer titles of Vehicles
Commencement Date	~~June 22, 2018~~ <u>Oct. 1, 2018</u> <i>sc 10/1/18</i>
Expiration Date	December 31, 2023
Cancellation Provision	Either Party: 60 Days' Notice With or Without Cause (See Section 8 of DRC Agreement)
Renewal Provision	DRC has option to renew for two additional one year periods
Management Fee	6.25% OF All Meter Revenue for On -Street 6.5% of All Revenue for ~~Buccannon Lot 1 and Lot 2~~ <i>Emerald Shoreslot</i> \$2750.00 Per Month for Citation Services \$550.00 Per Month for Decal Program
Location Number	10089

Fifth Amendment to Agreement for Parking Management and Citation Services

This Fifth Amendment to the Agreement for Parking Management Services ("Fourth Amendment") is entered into this 1st day of ^{October}~~June~~ 2018, by and between Myrtle Beach Downtown Redevelopment Corporation, a South Carolina Non Profit Corporation (the "DRC") and Lanier Parking Meter Services, Inc., a Georgia Corporation duly authorized to conduct business in South Carolina (the "Company") (Collectively referred to as the "Parties").

Recitals.

1. On June 1, 2006, the City of Myrtle Beach and the Company entered into a Citation Services Agreement with an expiration date of June 30, 2011 which was subsequently extended to an expiration date of June 30, 2013 ("City Agreement").
2. On January 1, 2008 the Parties entered an Agreement for Parking Management Services with an effective date of January 1, 2008 and an expiration date of December 31, 2012 (the "DRC Agreement").
3. On May 16, 2012, the DRC exercised an option to extend the DRC Agreement pursuant to said agreement for an additional year, thereby extending the expiration date of the DRC Agreement to December 31, 2013 (the "Extension Letter").
4. On June 30, 2013 the Parties entered into a Second Amendment to the Agreement for Parking Management Services with an effective date of January 1, 2014 and an expiration date of December 31, 2018 (the "Second Amendment").
5. On January 26, 2017, the Parties entered into a Third Amendment to the Agreement for Parking Management Services with an effective date of January 1, 2019 and an expiration date of December 31, 2023 ("Third Amendment").
6. On April 12, 2017, the Parties entered into a Fourth Amendment to the Agreement for Parking Management Services to modify the Scope of Services and the Management Fees ("Fourth Amendment").
7. Since the execution of the Fourth Amendment, the Parties noticed an error on the Fourth Amendment regarding the Management Fees that they now desire to correct and have negotiated additional terms to the DRC Agreement.
8. Parties now desire to amend the DRC Agreement, as particularly set forth herein.

Now, therefore, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parties hereby agree to amend the Agreement as follows:

1. **Defined Terms.** Unless otherwise indicated, capitalized terms in this Amendment shall have the same meaning as ascribed in the Agreement.
2. **Correction of Management Fees.** Section 7.1.2 of the DRC Agreement is deleted in its entirety and replaced with the following:

"The Company will receive the fees outlined below in exchange for providing the services outlined below. Such fees shall be invoiced in accordance with Section 7.2. The Company shall also provide a budget for the DRC's approval. Once approved, the DRC shall reimburse the Company for the expenses outlined in the budget each month pursuant to any invoices provided in accordance with Section 7.2.

6.25% of All Meter Revenue for On Street Enforcement Services

6.5% of All Lot Parking Revenue for Management of ~~Bucannon Lot 1 and Lot 2~~ ^{NO 10/1/18} Emerald Shores ^{Lot}

\$2,750.00 Per Month for Citation Collection Services

\$550.00 Per Month for City Decal Program"

3. **Transfer of Vehicles.** ^{for 10/1/18} The DRC agrees to transfer to the Company the vehicles with the VIN numbers outlined below ("Vehicles") at no cost to the Company. Such transfer shall be effective as of ~~June 22, 2018~~ ^{for 10/1/18} ("Transfer Date"). The Company acknowledges and understands that the Vehicles will be transferred "as is" and that the DRC makes no express or implied warranties as to the condition or performance of the Vehicles. The Company agrees to register the Vehicles in the Company's name with the South Carolina Department of Motor Vehicles within 10 business days of the Transfer Date. In the event this Agreement expires or terminates for any reason, the vehicles will be transferred back to the DRC in an "as is" condition with no express or implied warranties as to the condition or performance of the Vehicles.

a. **Vin Numbers:**

- i. 3011 JH2AF60079K706073 2009 HONDA CHF509 MOPED
- ii. 3018 3254010 2017 E-Z-GO 800X CUSHMAN HAULE
- iii. 3019 3270182 2017 E-Z-GO 800X CUSHMAN HAULE
- iv. 3020 3062879 2014 E-Z-GO 250G
- v. 3021 3074555 2014 E-Z-GO 250G
- vi. 3022 1FTMF1BF4GKF86252 2016 Ford F150 REG CAB 4X4 SS
- vii. 3023 1FTMF1CF5HFA54554 2017 Ford REG CAB 4X2 SS
- viii. 3100 1FTMF1CM2DFC58799 2013 Ford F150 4X2 SS REG CAB
- ix. 90352 1FTCR14U8TTA01888 1996 Ford RANGER PICKUP
- x. 90364 1FTZR15V2YTA74103 2000 Ford RANGER 4X4 X-CAB

4. **Ratification.** Except as expressly amended hereby, all terms and conditions of the Agreement shall remain in full force and effect, and are hereby ratified by the parties.

IN WITNESS WHEREOF, DRC and Company have caused this Agreement to be duly executed and their respective seals to be hereunto affixed as of the day and year first above written.

Company: Lanier Parking Meter Services, Inc.

By: 3
Print Name: Bijan Eghtedari
Print Title: President
Date: 10/3/18

The DRC: Myrtle Beach Downtown
Redevelopment Corporation

By: Lauren Clever
Print Name: Lauren Clever
Print Title: Executive Director
Date: 10/1/2018

EXHIBIT 4

Removal
Daniel v. Myrtle Beach

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

James Daniel, Individually and on Behalf of All Others Similarly Situated,	)	Civil Action No.: 4:25-cv- 1231 SAL
	)	
	)	
Plaintiff,	)	
	)	NOTICE OF REMOVAL
v.	)	
	)	
City of Myrtle Beach, SC, Lanier Parking Meter Services, LLC and Lanier Parking Holdings, Inc.,	)	
	)	
Defendants.	)	
	)	

PLEASE TAKE NOTICE that Defendants Lanier Parking Meter Services, LLC and Lanier Parking Holdings, Inc. (“Lanier” or “Defendants”) hereby remove this action from the Horry County Court of Common Pleas for the Fifteenth Judicial Circuit in the State of South Carolina to the United States District Court for the District of South Carolina, Florence Division, pursuant to 28 U.S.C. §§ 1446 and 1332(d) (the Class Action Fairness Act or “CAFA”). A copy of this notice is being filed with the Circuit Court. The grounds for removal of this action are as follows:

Plaintiff initiated an action in the Court of Common Pleas in the Fifteenth Judicial Circuit on or about January 17, 2025, entitled *James Daniel, Individually and as a Class Representative v. City of Myrtle Beach, SC, Lanier Parking Meter Services, LLC and Lanier Parking Holdings, Inc.*, Docket No. 2025-CP-26 (the “State Court Action”). A true and correct copy of Plaintiff’s Summons and Complaint served on Lanier on January 28, 2025, and all other Pleadings filed to date are annexed hereto as **Exhibit A**.

Plaintiff alleges that he “has been issued multiple citations for parking violations in the City of Myrtle Beach, which [were] issued by [Lanier]” (Compl. ¶ 8) and that the “process of

allowing a private entity to police parking violates the laws of the State of South Carolina.” (Compl. ¶ 9.) In support of his allegation that a municipality in South Carolina cannot contract with a private entity to police parking violations, Plaintiff references an opinion letter authored by the Attorney General’s Office of the State of South Carolina. (*Id.*)

The Complaint asserts three claims on behalf of a purported class and repeatedly refers to Plaintiff as a representative of that purported class. (Compl. *passim*.) Plaintiff’s Complaint seeks an Injunction, Declaratory Relief/Refund of Unconstitutional Taxes and alleges “Plaintiff... brings this case individually and on behalf of himself and all other similarly situated.” (Compl. ¶ 10.) The Complaint includes a First Cause of Action for “Injunctive Relief” and a Second Cause of Action for “Declaratory Judgment” (Compl. *passim*).

Plaintiff alleges that the “Class is so numerous that joinder is impracticable,” that the claims of the Plaintiff “are typical of the claims of the Class” and that there are questions “of law or fact common to the Class.” (Compl. ¶¶ 11-14.). Plaintiff attempts to define the Class as “all persons who were cited for parking violations in any city or county or towns in South Carolina which contracted with [Lanier] to enforce their parking ordinances from 2017 to 2024.” (Compl. ¶15).

Plaintiff alleges as a “First Cause of Action” of his Complaint, on behalf of himself and the purported class, that he is entitled to injunctive relief prohibiting “all cities, towns or counties in South Carolina from continuing to enforce their parking ordinances and collect fines for parking violations by using [Lanier].” (Comp. ¶ 18). Plaintiff alleges, *inter alia*, as a “Second Cause of Action” of his Complaint, on behalf of himself and the alleged class, that the delegation by any city, town or county in South Carolina of parking enforcement is a “prohibited delegation of its police powers delegated by the State Legislature and in violation of the Constitution, constituting

ultra vires acts and violative of the statutes, including, but not limited to, S.C. Code Ann. 5-7-30 relevant hereto.” (Compl. ¶ 30). (Compl. ¶¶ 49-58.)

Plaintiff seeks to have a class certified of “all individuals who have paid a parking violation in any city, town or county of the State of South Carolina and whose parking ordinances are enforced by [Lanier].” (Compl., Prayer for Relief A) and that “all cities, towns and counties in South Carolina which have collected monies through a contract with [Lanier] be ordered to refund those monies to the Class members and that [Lanier] also be ordered to refund any monies it has collected currently in its accounts through this Class to all Class members.” (Compl. Prayer for Relief D).

The Complaint further seeks to have “all parking revenues collected by the City of Myrtle Beach and any other city, town or county in South Carolina [who contracted with Lanier] be held in trust and that City, town or country pending the outcome of this lawsuit and that such monies be refunded to those Class members who paid the tickets.” (Compl. Prayer for Relief F).

The Complaint also seeks attorney’s fees, “pursuant to SC Code 15-77-300.” (Compl. Prayer for Relief G).

Removal of this action to the United States District Court is proper under 28 U.S.C. § 1441(a) and (b) because there is minimal diversity of citizenship between Plaintiff and Defendants and the amount in controversy exceeds \$5,000,000. The United States District Court would, therefore, have had original jurisdiction of this matter under 28 U.S.C. § 1332(d) had the action been brought in federal court originally.

**AT LEAST ONE DEFENDANT IS A CITIZEN OF
A DIFFERENT STATE THAN PLAINTIFF**

Plaintiff is a citizen of the State of South Carolina. (Compl. ¶ 1).

Lanier Parking Meter Services, LLC (“LPMS”) is a limited liability company. As an unincorporated association within the meaning of 28 U.S.C. 1332(d)(10), LPMS is deemed to be a citizen of the State where it maintains its principal place of business and the State under whose laws it is organized. LPMS’ principal place of business is in New York, New York, and is organized under the laws of Georgia. (Compl. ¶3) Accordingly, LPMS is deemed to be a citizen of New York and of Georgia.

Lanier Parking Holdings, Inc. (“LPH”) is a for profit corporation, whose principal place of business is New York, New York and who is registered under the laws of the State of Georgia. Accordingly, LPH is therefore deemed to be a citizen of New York and Georgia.

THE AMOUNT IN CONTROVERSY EXCEEDS \$5 MILLION

The amount in controversy in this case exceeds \$5,000,000, exclusive of interest and costs.

Although Defendants dispute liability and any entitlement of Plaintiff or the putative class to monetary relief, it is respectfully submitted that, based upon a fair reading of this Notice of Removal and the Complaint – including consideration of the relief sought, the class definition, and the scope and size of the class – Plaintiff seeks damages which exceed the minimum jurisdictional amount of \$5,000,000 under CAFA.

Plaintiff seeks relief to the Plaintiff and Proposed Class members in the form of compensatory damages, declaratory relief and attorney’s fees and specifically to have “all parking revenues collected by the City of Myrtle Beach and any other city, town or county in South Carolina [who contracted with Lanier] be held in trust and that City, town or country pending the

outcome of this lawsuit and that such monies be refunded to those Class members who paid the tickets.” (Compl. Prayer for Relief F).

The Complaint also seeks attorney’s fees, “pursuant to SC Code 15-77-300.” (Compl. Prayer for Relief G).

In order “[t]o determine whether the jurisdictional minimum is satisfied, the [] court looks to the aggregated value of class members’ claims.” *Bartnikowski v. NVR, Inc.*, 307 F. App’x 730, 734 (4th Cir. 2009); *see also Chavis v. Fid. Warranty Servs., Inc.*, 415 F. Supp. 2d 620, 621 n.1 (D.S.C. 2006) (noting that CAFA “confers federal diversity jurisdiction over class actions where the aggregate amount in controversy exceeds \$5,000,000 ... [and] abrogates the rule against aggregating claims.”). “The key inquiry in determining whether the amount-in-controversy requirement is met is not what the plaintiff will actually recover but ‘an estimate of the amount that will be put at issue in the course of the litigation.’” *Scott v. Cricket Commc’ns, LLC*, 865 F.3d 189, 196 (4th Cir. 2017) (quoting *McPhail v. Deere & Co.*, 529 F.3d 947, 956 (10th Cir. 2008)). Where the amount in controversy is challenged, courts must retain jurisdiction unless “it is a legal certainty that plaintiff’s claims do not reach the required amount.” *Shanaghan v. Cahill*, 58 F.3d 106, 112 (4th Cir. 1995); *see also Wiggins v. N. Am. Equitable Life Assurance Co.*, 644 F.2d 1014, 1017 (4th Cir. 1981) (explaining that for the court to reject the proponent’s assertion that amount in controversy is met, “the legal impossibility of recovery must be so certain as virtually to negative the plaintiff’s good faith in asserting the claim”) (quoting *McDonald v. Patton*, 240 F.2d 424, 426 (4th Cir. 1957)).

From 2017 through 2024, at various times, Lanier has contacted with Defendant Myrtle Beach and at least three other South Carolina municipal entities to provide parking services, including Folley Beach, Surfside Beach and North Myrtle Beach. *See* Affidavit of Steve

Robertson, ¶3, annexed hereto as **Exhibit B** (“Robertson Decl.”). Throughout the relevant class period, violation revenues collected by Lanier at Myrtle Beach exceeded \$1,817,579 (Robertson Decl. ¶4). Throughout the relevant class period, violation revenues collected by Lanier at Folley Beach exceeded \$1,366,465 (Robertson Decl. ¶5). Throughout the relevant class period, violation revenues collected by Lanier at Surfside Beach exceeded \$168,476 (Robertson Decl. ¶6). Throughout the relevant class period, violation revenues collected by Lanier at North Myrtle Beach totaled or exceeded \$373,477 (Robertson Decl. ¶7). Throughout the relevant class period, other parking revenue collected by Lanier on behalf of Defendant Myrtle Beach exceeded \$9,000,000 (Robertson Decl. ¶8). Throughout the relevant class period, other parking revenue collected by Lanier on behalf of the municipalities of Folley Beach, Surfside Beach and North Myrtle Beach exceeded \$7,600,000 (Robertson Decl. ¶10). In addition, Plaintiff’s Complaint seeks an award of attorney’s fees, under South Carolina Statute, (Compl. Prayer for Relief G), which Defendants estimates could be an amount totaling approximately one-third of the amount recovered by the Purported Class. Accordingly, under any reading of Plaintiff’s Complaint, his and the putative class’ alleged damages and/or amounts sought to be recovered and, therefore, the amount in controversy for purposes of 28 U.S.C. ¶¶ 1332(d)(2) and 1332(d)(6) are well in excess of the required \$5 million CAFA threshold. This analysis satisfies the requirement that Defendants include “only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold” in this Notice, without the need to include evidentiary submissions at this stage. *Dart Cherokee Basin Operating Co. v. Owens*, 135 S.Ct. 547, 554, 190 L.Ed.2d 495 (2014)

This calculation also does not include the value of the injunctive relief Plaintiff seeks. In addition to compensatory and punitive damages, Plaintiff requests an injunction against Defendants. (Compl. at “Prayer for Relief”). Fourth Circuit law is clear that “like requests for

money damages, requests for injunctive relief must be valued in determining whether the plaintiff has alleged a sufficient amount in controversy.” *JTH Tax, Inc. v. Frashier*, 624 F.3d 635, 639 (4th Cir. 2010). Courts “ascertain the value of an injunction for amount in controversy purposes by reference to the larger of two figures: the injunction’s worth to the plaintiff or its cost to the defendant.” *Id.* Here, Plaintiff seeks an injunction prohibiting “all cities, towns or counties in South Carolina from continuing to enforce their parking ordinances and collect fines for parking violations by using [Lanier].” (Comp. ¶ 18). According, if granted, Plaintiff’s requested injunction would reduce Defendants revenue each year in perpetuity. Regardless of the amount of the yearly loss to Defendants, eventually the value would exceed five million dollars as the requested injunction would be permanent. As such, Plaintiff’s requested injunctive relief provides further support for this Court to conclude that the amount-in-controversy has been met. *See JTH Tax*, 624 F.3d at 640 (finding amount-in-controversy met due to value of injunction and holding that “all that matters is that we cannot say with legal certainty that Liberty’s injunction is worth less than the requisite amount.”).

Accordingly, the amount in controversy in this case exceeds \$5,000,000, exclusive of interest and costs.

THE CLASS SIZE IS IN EXCESS OF 100 MEMBERS

Removal under CAFA does not apply if the number of members of all proposed class members in the aggregate is less than 100. 28 U.S.C. 1332(d)(5). That requirement is easily satisfied here, based on Plaintiff’s allegation that the city of Myrtle Beach alone “has a population of almost 40,000 and is a vacation resort that hosts millions of visitors a year,” (Compl. ¶10) in addition to the fact that Lanier records indicate more than 100 unique vehicles were issued tickets throughout the Purported Class Period. (Robertson Decl. ¶10).

NO EXCEPTION TO CAFA JURISDICTION APPLIES

The “home-state controversy” exception, 28 U.S.C. § 1332(d)(4)(B), does not apply to this case because, among other things, Defendants are two of the primary defendants in this action and is not a citizen of South Carolina. *See* 28 U.S.C. § 1332(d)(4)(B) (requiring that “the primary defendants” all be “citizens of the State in which the action was originally filed.”). Here, Defendants are the primary defendants because it is “the overwhelming focus of the complaint[...and holder of the greatest potential liability to the greatest number of plaintiffs.” *Gentry v. Hyundai Motor Am., Inc.*, 2017 WL 354251, at *11 (W.D. Va. Jan. 23, 2017), *aff’d in part, dismissed in part sub nom. Abdul- Mumit v. Alexandria Hyundai, LLC*, 896 F.3d 278 (4th Cir. 2018). Importantly, the plain text of the statute makes clear that all of the primary defendants must be citizens of South Carolina for the “home-state controversy” exception to apply. *See* 28 U.S.C. § 1332(d)(4)(B); *see also Anthony v. Small Tube Mfg. Corp.*, 535 F. Supp. 2d 506, 515 (E.D. Pa. 2007) (holding that “as evident from the statute’s use of the phrase ‘the primary defendants’ rather than ‘a primary defendant’, ‘the plain language of the statute requires remand only when all of the primary defendants are residents of the same state in which the action was originally filed.’”) (cleaned up). Because Defendants are not citizens of South Carolina, the exception is inapplicable in this case. *See Anthony*, 535 F. Supp. 2d at 518; *Edoff v. T-Mobile Ne. LLC*, 2019 WL 1459046, at *3 (D. Md. Apr. 2, 2019) (denying motion for remand and rejecting the “home state exception” because “none of the defendants in this case are citizens of Maryland, the state in which the action was originally filed.”).

Promptly after the filing of this Notice of Removal, Defendant will notify Plaintiff and the Clerk of the Florence County Court of Common Pleas for the Fifteenth Judicial Circuit in the State of South Carolina that this case has been removed.

Dated: February 27, 2025

GORDON REES SCULLY MANSUKHANI LLP

By s/Kerry K. Jardine
Kerry K. Jardine (Fed. 11921)
E-mail: kjardine@grsm.com
677 King Street, Suite 450
Charleston, SC 29403
Telephone: (843) 278-5900
*Attorney for Defendants Lanier Parking
Meter Services, LLC and Lanier Parking
Holdings, Inc*

EXHIBIT 5

Declaration of Robertson

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

James Daniel, Individually and on Behalf of All Others Similarly Situated,	)	Civil Action No.: 4:25-cv-
	)	
	)	
Plaintiff,	)	
	)	DECLARATION IN SUPPORT
v.	)	OF REMOVAL
	)	
City of Myrtle Beach, SC, Lanier Parking Meter Services, LLC and Lanier Parking Holdings, Inc.,	)	
	)	
Defendants.	)	
	)	

I, **STEVE ROBERTSON**, being duly sworn, deposes and says:

1. I am the Territory Manager for Defendants Lanier Parking Meter Services, LLC and Lanier Parking Holdings, Inc. (collectively, “Lanier”) responsible for Lanier’s operations and relationship with the City of Myrtle Beach. I provide this sworn declaration in support of Lanier’s removal of an action entitled *Daniel v. Myrtle Beach*, originally filed in the Court of Common Pleas, in the Fifteenth Judicial Circuit to the United States District Court for the District of South Carolina.

2. I am personally familiar with Lanier’s accounting and recordkeeping systems and am familiar with the Lanier account with the City of Myrtle Beach. I am also aware that Lanier previously provided services to other municipal accounts in the State of South Carolina.

3. Based on my review of Lanier’s books and records, I know that for various durations throughout the Purported Class Period (as defined below), Lanier has contacted with Defendant Myrtle Beach and at least three other South Carolina municipal entities to provide parking services, including Folley Beach, Surfside Beach and North Myrtle Beach.

4. From 2017 through 2024 (the “Purported Class Period”), violation revenues collected by Lanier at Myrtle Beach exceeded \$1,817,579.

5. Throughout the Purported Class Period, violation revenues collected by Lanier at Folley Beach exceeded \$1,366,465.

6. Throughout the Purported Class Period, violation revenues collected by Lanier at Surfside Beach exceeded \$168,476.

7. Throughout the Purported Class Period, violation revenues collected by Lanier at North Myrtle Beach totaled or exceeded \$373,477.

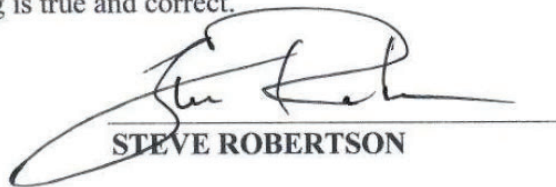
8. Throughout the Purported Class Period, other parking revenue collected by Lanier on behalf of Defendant Myrtle Beach exceeded \$9,000,000.

9. Throughout the Purported Class Period, other parking revenue collected by Lanier on behalf of the municipalities of Folley Beach, Surfside Beach and North Myrtle Beach exceeded \$7,600,000.

10. Based off an initial review of Lanier’s records, more than 100 unique vehicles were issued violations throughout the Purported Class Period by Lanier throughout the State of South Carolina.

Pursuant to 28 U.S.C. 1746, I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

February 27, 2025



STEVE ROBERTSON

EXHIBIT 6

Pivot Parking Management Contract



Town of Surfside Beach-

Parking Management Contract Abstract

- Legal Entity for Pivot for contract is P2 of SC, LLC.
- New Parking management contract is the result of RFP issued by Town in 2022. Pivot provided a proposal as per RFP requirements on 7/28/22
- Contract began 1/1/23 and is for 4 years ending on 12/31/2026 but may be automatically extended for 2 additional one year periods. Termination notices must be given 60 days prior to expiration dates.
- Day to Day Parking Management Responsibilities:
 - Maintain strong focus on customer service
 - Demonstrate expertise in parking enforcement
 - Provide stable, well-trained workforce
- Contract Requirements:
 - Provide schedule of weekly staff assignments
 - Provide emergency services within 2 hours of request by town
- Pivot's Point of Contact (POC) responsibilities (Tina Reid, Jared Glass)
 - Coordinating services based on town's requirements
 - Provide consultation & advice to town for parking management services
 - Act as POC for contract administration, invoicing & status reporting
 - Requesting town review and approval for expenditures
 - Facilitating meetings between town and Pivot staff
 - Communicating among & between town and Pivot staff
 - Prompt responses to town manager
 - Identifying and providing written notice to town of any issues that may threaten delivery of services as required by contract
 - Ensure and follow quality assurance procedures are in place
- Town's POC Responsibilities
 - POC is -Town Manager
 - Town manager will facilitate the flow of information between Pivot and Town
 - Ensure Pivot performs as required by contract
 - Prompt respond to Pivot POC when contacted
 - Reviewing expenditures related to services rendered & approving or denying expenditures in timely fashion
 - Act as POC for contract administration & coordination with town staff
 - Town manager may designate another staff member to be the point of contact
- Pivot Compensation
 - Parking revenue is generated and is deemed Town funds unless directed otherwise by Town.
 - Surfside is MID holder (Merchant Identifier) for credit card transactions
 - Pivot is paid \$725 per month base management fee (BMF) for services
 - Expenses are pass through expenses and billed to town at the end of each month



and includes the BMF.

- Pivot also has the ability to be paid more each month of 6.25% of gross revenue.
- Monthly financials will be required to be completed by the 20th of each month for the previous month. I.e. Jan financials will be finalized and submitted to client on or before Feb 20th.
- Equipment
 - Pivot has agreed to provide a LPR (License plate recognition) system to be used for enforcement. This unit will be provided at the sole cost to Pivot and the town will not be charged for the purchase of the system. There are other software fees that will be billed to the town after the first year of use.
- Insurance
 - Pivot provides general liability and workers comp insurance listing the Town of Surfside as an additional insured. The Certificate of Insurance (COI) has been delivered to client via email.
 - Automobility insurance that covers the vehicles provided by the town are covered under their own insurance
- Drug Free Workplace
 - Contract requires we notify employees that illegal drug use is not allowed. Drug testing is not required as a condition of employment but if an accident were to occur, drug testing may be required

EXHIBIT A SUMMARY SCOPE OF SERVICES

The Company will provide overall management of on-street parking, including parking enforcement, citation processing, the appeals process, meter maintenance, and administration of any merchant validation and parking permit programs. In providing the Services, the Company will be responsible for and focus on the following areas:

1. Parking Meter and Other On-street Parking Enforcement

a. Enforce parking regulations relating to meters and other parking controls within an area designated by the Town during the months of March through October and during the hours of 7:00 a.m. to 7:00 p.m. Enforcement activities will include electronic ticketing and towing. The Town may adjust the geographic locations for enforcement activities in its sole discretion.

b. Manage Town-owned parking meters, pay stations and any additional non-metered on-street parking spaces including pay by cell and pay by text applications.

c. Issue residential and non-residential parking permits digitally or in printed form.



d. Enforce scofflaw regulations related to towing of vehicles as per Town ordinances.

e. Install and manage Town-owned parking kiosks as instructed by the Town. The Town reserves the right to adjust the number of parking kiosks and spaces in its sole discretion.

f. Establish designated patrol routes for its enforcement officers.

g. Respond to requests from the Town to suspend or emphasize enforcement along certain roads or in certain areas. The Town also reserves the right to temporarily suspend enforcement along any street, or in any zone, according to the needs of the Town.

The Town will make every effort to provide the Company with adequate notice concerning the location and duration of any such suspension or higher level of enforcement.

h. Enforce parking regulations for Special events and any other communicated special events, including festivals, etc.

2. Collection of Monies and Accounting

- a. Account for all revenues from the kiosks installed. All monies collected from parking kiosks will be deposited daily, in accordance with approved guidelines established by the Town, into an account authorized by the Town.
- b. Collect payments on citations from the public. Payments may be made by cash, check or by credit card "over-the-counter," by telephone or over the Internet.
- c. Town will be the Merchant of Record for credit card processing and all revenues, both cash and credit card, will be deposited into the Town's designated bank account no later than the next business day by 2pm.
- d. Accept payments for other non-parking violations, such as noise, littering, etc. All monies collected for these other program areas will be turned over to the Town for distribution to the appropriate agency.
- e. Assist in the collection of all outstanding citations related to scofflaws. Outstanding citations may predate the contract period.



- f. Issue late notices for overdue payment of citations and provide follow-up collection services.
- g. Download all data from its handheld computers on a daily basis into the system specified by the Town.
- h. Ensure proper accountability and internal control of monies collected.
- i. Provide any periodic or special financial and operational reports as requested by the Town.

3. Office Administration

- a. Maintain provided furnished office space in the project area that will serve as the office for enforcement personnel and meter maintenance operations. This office will be open to the public during standard business hours.
- b. Be equipped with computers linked to the Town in order to daily download data requested by the Town and provide the Town access to system activity. The office must have a telephone and the number must be provided to the public and to the Town.
- c. Be responsible for purchasing all materials necessary to carry out all office functions. These include, but are not limited to, paper tickets and ticket books, envelopes, uniforms, office equipment and supplies, an inventory of spare parts for maintenance and repair of meters, and all other necessary equipment.
- d. Coordinate with the Town on the Town's purchase of any new parking equipment.
- e. Administer & implement a Merchant Parking Validation Program if necessary

5. Personnel Administration

- a. Parking enforcement personnel will demonstrate high ethical standards of conduct and will observe all written rules and regulations concerning their work assignments.
- b. Supervisors and field personnel will maintain radio/cell contact at all times to ensure appropriate oversight of parking enforcement activities.
- c. The Company will ensure that all enforcement and office personnel wear Town-approved uniforms and be properly groomed while on duty. The uniform must



display approved insignia that clearly identifies the wearer as being responsible for enforcing parking violations, managing parking facilities or servicing parking meters. The uniform will also have a clearly visible and readable nametag that must be worn at all times.

- d. All other employees of the Company providing Services shall at all times be clearly identifiable by uniform, name badges, name tags, or identification cards.
- e. The Company shall employ persons who are fully trained, competent and qualified with the skills and experience necessary to provide the Services during the term of this Agreement.
- f. The Company is responsible for hiring, training and supervising its staff members. All of the Company's staff members assigned to provide the Services are employees of the Company.
- g. The Company personnel shall at all times assure that its employees serve the public in a courteous, helpful, and impartial manner. Correction of any inappropriate behavior or language shall be the responsibility of the Company.
- h. The Company shall respond to any public complaint within forty-eight (48) hours after receipt of the complaint. In the event a report is received alleging an employee of the Company was discourteous, belligerent, profane or in any way intimidating, either physically or verbally, the Company will submit a written report to the Manager within seven (7) days of the date of the report, outlining the complete details of the incident. The report will include the nature of the incident, time, date, location and the name, address and telephone number of the person making the allegation. The report will also include the name and title of the employee and the nature of the disciplinary action taken, if any.
- i. Staff provided by Company shall include at all times one full time, year round manager, one full time, year round assistant manager within the local office, seasonal employees to include sufficient personnel to provide parking enforcement agents on the street March – October.
- j. Company is authorized to operate with less parking enforcement agents on the street during those times where that number of agents is not necessary due to weather conditions or similar circumstances. Company shall communicate such reduced staffing to the Town's Point of Contact. Any monetary savings resulting from such reduction in services shall be passed on to Town by Company.



6. Training and Customer Service

- a. Provide thorough training for enforcement and other personnel, including general information and directions to assist customers visiting the Surfside Beach area
- b. Respond in accordance with the Town of Surfside Beach principles on customer service to public inquiries about the on-street parking program, ticketing and enforcement, or any other citizen concern. The Company will provide a high level of customer service by employing friendly, helpful, customer-oriented personnel.
- c. Assist the Town in its efforts to inform the public about the Program.
- d. Provide all enforcement personnel with an adequate supply of material regarding Town services and Town attractions, sites and events for distribution to citizens requesting such information.
- e. Keep an accurate record of all citizens' complaints, their resolution, and the action taken to contact the complainant. All such records shall be retained during the term of this Agreement and made available to the Manager.

7. Installation and Maintenance

- a. Annual installation, removal and maintenance of parking kiosks and paystations shall be carried out by Company in accordance with the Town's standards.
- b. Maintain the kiosks installed in good working condition. Good working condition is defined as repairing/replacing any defective meter within 12 hours of a report of failure. All Company employees will be required to immediately report any damaged, missing, or malfunctioning meters or facilities to the appropriate supervisor.
- c. Implement and follow a regular preventive maintenance schedule for all parking meters.
- d. Keep a meter log of all complaints. The log will note date, meter number, location, problem, and name of the person calling in the problem, the tag number of the car (if any), the **date** the mechanics checked the meter, the nature of the problem and the date it was corrected.
- e. It shall be the responsibility of Company to maintain adequate inventory levels of spare parts for parking kiosks maintenance and repair. It is recommended that the Town engage in extended warranty programs if available for parking kiosks.



8. Safety

- a. Take adequate steps to ensure the safety and security of all personnel and property. Town expressly acknowledges that Company's obligations in connection with the management, operation and promotion of the Parking Services, and employment of persons in connection therewith, do not include the rendition of service, supervision, or furnishing of personnel in connection with the personal safety and security of employees, tenants, customers, or other persons within and about the Parking Services. Company does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor do Company's employees undertake the obligation to guard or protect customers against the intentional acts of third parties.

9. Special Events

- a. If a special event is scheduled, the Company may be required to reset any or all kiosks. These events include, but are not limited to, festivals, parades etc.

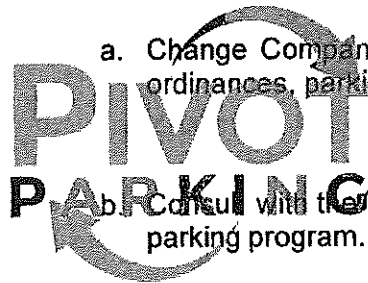
10. Towing/Booting

- a. The Company will be responsible for arranging for towing and/or booting of illegally parked vehicles and scofflaws, in accordance with Town-approved policies and procedures to be established.

11. Response to Hurricanes and Other Similar Emergencies

- a. In the event of a hurricane or other similar emergency, the Company will be responsible for removing all parking kiosks to a safe and secure location in advance of such hurricane or other emergency at the direction of the Town's primary point of contact when removal of equipment is deemed as not necessary, Company will ensure equipment is covered by means of plastic coverings to ensure as less damage as possible.
- b. Company will be reimbursed for those costs it incurs in responding to such hurricane or emergency which exceed the approved budget amounts. Company will be responsible for providing Town with sufficient information to demonstrate the manner in which its cost exceeded the approved budgeted amounts and Town shall have no obligation to pay such amounts absent information supporting such additional expenses satisfactory to Town.

12. Other



- a. Change Company procedures as necessary to conform to revisions in the Town's ordinances, parking regulations, policies, and initiatives.

1-833- GoPivot

- b. Consult with the Town, as requested, regarding the design or enhancement of the parking program.

- c. Assist in maintaining and expanding the program, if required to do so, as needed.
- d. Coordinate with the Town and stay involved in the Town's efforts to inform the public about the parking program.
- e. Provide consulting services to the Town on its parking program without charge, provided that the consulting services do not require extraordinary expense to the Company.
- f. Provide any other service or program as indicated in the response to the RFP that the Company submitted to the Town as part of the Proposal.

EXHIBIT C ITEMS PROVIDED BY TOWN

Items to be provided by the Town:

- a. Parking management office inclusive of utilities and office furniture unless directed by town to operator to purchase new office furniture
- b. Minimum of 2 working, street legal golf carts for enforcement. Preference for LPR system is one small automobile.
- c. Existing pay stations and/or meters unless directed by Town to remove from parking areas and replace with new equipment.
- d. Listing of items to be transferred from current operator to Pivot Parking during transition.

EXHIBIT 7

Myrtle Beach Original Parking Contract
2008

**AGREEMENT FOR
PARKING MANAGEMENT SERVICES**

For

MYRTLE BEACH, SOUTH CAROLINA

Between

Myrtle Beach Downtown Redevelopment Corporation

And

LANIER PARKING METER SERVICES, INC.

TABLE OF CONTENTS

ARTICLE 1 - AWARD OF AGREEMENT	2
1.1 Notice to Proceed	2
ARTICLE 2 - OVERVIEW OF SERVICES	2
2.1 Regularly Scheduled Services	2
2.2 Emergency Services	3
2.3 Permanent Additions, Deletions and Changes to Services	3
2.4 Subcontracting	4
2.5 Items Provided by the Company	4
2.6 Project Manager	4
ARTICLE 3 - COMPANY PERSONNEL	5
3.1 Key Personnel	5
3.2 Company Personnel Approval, Removal, Replacement or Additions	5
ARTICLE 4 - POINTS OF CONTACT	5
4.1 Company's Point of Contact	5
4.2 DRC's Point of Contact	6
ARTICLE 5 - LEGAL NOTICES	7
ARTICLE 6 - TERM	8
ARTICLE 7 - COMPENSATION AND PAYMENTS	8
7.1 Compensation	8
7.2 Invoices	9
7.3 Budget	10
7.4 Payment to Subcontractors	10
7.5 Accounting and Auditing	11
7.6 Company Capital Expenditure	11
ARTICLE 8 - TERMINATION	12
8.1 Termination for Convenience	12
8.2 Termination for Default	12
8.3 Additional Grounds for Termination Solely By The DRC	12
8.4 Obligations Upon Expiration Or Termination	13
8.5 No Effect On Taxes, Fees, Charges Or Reports	14
8.6 Authority to Terminate	15
8.7 Other Remedies	15

ARTICLE 9 - COVENANTS AND REPRESENTATIONS	15
ARTICLE 10 - INDEMNIFICATION	15
ARTICLE 11 - INSURANCE	16
11.1 Automobile Liability	16
11.2 Commercial General Liability	16
11.3 Workers' Compensation Insurance	17
11.4 Theft, Disappearance and Destruction Coverage	17
11.5 Fidelity - Blanket Employee Dishonesty	17
ARTICLE 12 - GENERAL COMPLIANCE WITH LAWS AND REGULATIONS	17
12.1 Non-Discrimination	18
12.2 Equal Opportunity	18
12.3 Harassment	19
12.4 Safety	19
ARTICLE 13 - DRUG FREE WORKPLACE REQUIREMENT	19
ARTICLE 14 - MISCELLANEOUS PROVISIONS	20
14.1 Force Majeure	20
14.2 Relationship Of The Parties	21
14.3 Entire Agreement	21
14.4 Amendment	21
14.5 Governing Law and Jurisdiction	22
14.6 Binding Nature and Assignment	22
14.7 Recitals	22
14.8 Severability	22
14.9 Approvals	22
14.10 Waiver	23
14.11 Conflict of Interest	23
14.12 No Bribery Or Lobby	23
14.13 Change In Control	23
14.14 Company Access to DRC Facilities	24
14.15 Revenue	24
14.16 City's Right to Dismiss Fees and Fines	24
ARTICLE 15 - PUBLICITY AND STATEMENTS TO THE PRESS	24
SIGNATURE PAGE	26
EXHIBIT 1 Summary Scope of Services	27

EXHIBIT 2 Initial Approved Budget	33
EXHIBIT 3 The RFP	34
EXHIBIT 4 The Proposal	35
EXHIBIT 5 Company Capital Expenditure	36
EXHIBIT 6 Amortization Schedule	37

**AGREEMENT FOR PARKING MANAGEMENT SERVICES
BETWEEN THE MYRTLE BEACH DOWNTOWN REDEVELOPMENT
CORPORATION AND
LANIER PARKING METER SERVICES, INC.**

THIS AGREEMENT FOR PARKING MANAGEMENT SERVICES (this "Agreement") is made and entered into this 1st day of January, 2008 (the "Effective Date"), by and between the **MYRTLE BEACH DOWNTOWN REDEVELOPMENT CORPORATION**, a South Carolina nonprofit corporation (the "DRC"), and **LANIER PARKING METER SERVICES, INC.**, a Georgia corporation that is duly authorized to conduct business in South Carolina (the "Company") with offices in Atlanta, Georgia.

GENERAL RECITALS

WHEREAS, the DRC and Company previously entered into an Agreement for Parking Management Services dated January 26, 2004, which agreement has one year remaining on the initial term with two one (1) years extensions;

WHEREAS, the DRC issued a Request for Proposal for Parking Management Services for Myrtle Beach, South Carolina (the "RFP"), requesting proposals from qualified companies to provide the DRC with parking management and enforcement services (collectively the "Project");

WHEREAS, in response to the RFP, the Company submitted to the DRC a proposal dated February 5, 2003 (the "Proposal" including any and all attachments, addendums, exhibits, modifications and/ or schedules attached thereto);

WHEREAS, the DRC issued a second Request for Proposal on or about December, 2007, and the DRC and the Company have negotiated and now desire to terminate the prior agreement and enter into this Agreement for the Company to provide the Services (as defined in Article 2 of this Agreement) for the Project in accordance with the terms and conditions set out herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

AGREEMENT

ARTICLE 1 - AWARD OF AGREEMENT

The DRC is entering into this Agreement with the Company with the understanding that the Company is an experienced professional firm capable of managing the day-to-day parking enforcement needs of the City of Myrtle Beach, South Carolina (the "City"). In providing the Services to the DRC, the Company is expected and required to instill and maintain a very strong focus on customer service in all its employees, demonstrate its expertise in parking enforcement matters, and provide a stable, well-trained workforce to provide the Services specified by the DRC and as discussed in this Agreement.

1.1 *Notice to Proceed*

The Coordinator (as defined in Section 4.2 of this Agreement) will issue a Notice to Proceed to the Company following approval of the Agreement by the DRC and upon receipt by the DRC of a fully executed Agreement, Insurance Certificate and any other documentation required by the Coordinator from the Company.

ARTICLE 2 - OVERVIEW OF SERVICES

For the consideration provided in Section 7.1.2 hereunder, the Company shall provide to the DRC all parking management services specified in this Agreement, the RFP which is attached hereto as **Exhibit 3** and incorporated herein by this reference, the Proposal which is attached hereto as **Exhibit 4** and incorporated herein by this reference and in the Summary Scope of Services which is attached hereto as **Exhibit 1** and incorporated herein by this reference (the "Services"). Services will be performed within the guidelines and policies of the DRC and in compliance with all Federal, State and local laws, ordinances, and regulations. The DRC will unilaterally determine enforcement levels in accordance with its policies.

The Company will be required to provide and manage qualified and trained personnel in sufficient numbers to provide the Services requested by the DRC.

2.1 *Regularly Scheduled Services*

The Company will have available and upon request provide the DRC with a schedule listing all weekly staff assignments, including all enforcement beats. The DRC may require, in its sole discretion, adjustments to the weekly staffing levels during the term of this Agreement to meet the DRC's changing needs.

2.2 Emergency and Unanticipated Services

In the event that there is an emergency or any unanticipated need for the Services outside of the regularly weekly schedule, as determined in Section 2.1 above (the "Emergency or Unanticipated Services"), the Company will provide such Emergency or Unanticipated Services within two (2) hours' notice by the DRC. The Company's contact person for notice of such Emergency or Unanticipated Services is its Project Manager. The Project Manager will be available and can be reached 24 hours per day, 365 days per year as follows:

Project Manager Alice Luther
(843) 626-7275 wk
[REDACTED] mb

In addition, the DRC may contact the corporate staff 24 hours a day, 365 days a year for emergency or any other reasons as follows:

Scott Diggs, Corporate Executive VP
(910) 509-0465 wk
[REDACTED] mb

2.3 Permanent Additions, Deletions and Changes to Services

The DRC will have the right to add, delete, or change any of the Services, in its sole and absolute discretion, in response to its changing needs. The DRC will submit all notices for revisions in Services in writing with reasonable advance notice to the Company, except for Emergency or Unanticipated Services which shall be provided by Company as set forth in Section 2.2 herein. For any services not originally contemplated by this Agreement, the Company will provide such services at rates that do not exceed those being charged to similar clients for similar services (Company to provide documentation of such rates upon DRC's request).

The DRC also agrees that the Company will manage any new parking services implemented by the DRC under the same terms and conditions as the Services defined herein.

2.4 *Subcontracting*

Company acknowledges and agrees that it shall be the prime contractor and shall remain fully responsible for the performance of all obligations required to be performed by the Company or any subcontractors under this Agreement. No subcontracting shall be permitted under the terms of this Agreement without the prior written consent of the DRC. When asking for such consent, the Company shall submit to the DRC organizational charts and qualifications of subcontractor personnel for any portions of the Services proposed to be performed by subcontractors. No changes in personnel of any subcontractor may be made without the prior written consent of the DRC. If the requirements of this Section 2.4 are met and the subcontractor is approved in writing by the DRC, the subcontractor shall then, and only then be considered an "Approved Subcontractor."

2.5 *Items Provided by the Company*

Subject to the discretion and prior written approval of the DRC, the Company will provide to the DRC all hand held ticket writing units, coin collecting equipment, coin counting equipment, meter bags, vehicles, specialized software and equipment to be used and necessary in providing the Services. The Company shall consult with the DRC regarding the type and standard of equipment, materials and supplies to be provided for the Project and related to the providing of the Services described herein. The Company also agrees, at no additional cost to the DRC, to assist and advise the DRC in the DRC's purchase of all parking meters, paystations and poles necessary for the Project.

All equipment, material and supplies furnished by the Company shall be used solely in the performance of the Services for the DRC unless otherwise authorized in writing. The Company shall maintain current records and provide an accounting of all equipment, material and supplies for use by the Company. The Company will have full responsibility for storing equipment and supplies used in connection with the Services during the operation season, and the DRC may furnish a storage area for equipment when the program is not in operation.

2.6 *Project Manager*

The Company will provide an on-site manager with the experience, qualifications and accessibility stated in the RFP, the Proposal and/or this Agreement (the "Project Manager").

ARTICLE 3 - COMPANY PERSONNEL

3.1 *Key Personnel*

The Company shall provide Services pursuant to the terms of this Agreement through its key personnel. The Company shall maintain and provide a copy to the DRC of a list of all key personnel involved with the Project. Additionally, the Company shall provide the DRC with timely written notice of any changes in its key personnel.

In the event of a departure or unavailability of either the Project Manager or of the Corporate Executive VP (the Corporate Executive VP at the time of the signing of this Agreement is Scott Diggs), the Company will replace the individual with another of similar experience and stature, after receiving the written approval of the DRC.

3.2 *Company Personnel Approval, Removal, Replacement or Additions*

The DRC will have the option, in its sole and absolute discretion, to require the replacement of any individual employee assigned to provide Services at any time during the term of this Agreement (specifically including but not limited to the Project Manager). Also, the DRC will have the right to require any additional personnel that the DRC deems necessary to maintain the desired level of Services.

ARTICLE 4 - POINTS OF CONTACT

4.1 *Company's Point of Contact*

The Company's point of contact for all Services is:

Scott Diggs, Corporate Executive VP

Lanier Parking System (contact information provided elsewhere)

The duties of the Company's point of contact include, but are not limited to:

- Coordinating Services and the Company's resource assignments based upon the DRC's requirements.

- Providing consultation and advice to the DRC on matters related to the Services and operational concerns/issues and acting as a conduit to the Company's specialist resources that may be needed to supplement the Company's regular staff.
- Acting as the Company's point of contact for all aspects of contract administration, including invoicing for Services, and status reporting.
- Requesting DRC review and approval in advance of all Company expenditures in connection with the Services.
- Facilitating meetings and conferences between the DRC and the Company's executive staff when scheduled or requested by the DRC.
- Communicating among and between the DRC and the Company's staff.
- Promptly responding to the Coordinator when consulted in writing with respect to Service deviations and necessary documentation.
- Identifying and providing the DRC with written notice immediately after the Company becomes aware of any issue that may threaten the delivery of Services in any manner contemplated by this Agreement.
- Ensuring that adequate quality assurance procedures are in place for the performance of the Services.

4.2 *DRC's Point of Contact*

The DRC's Executive Director will, from time to time, designate a point of contact for all Services. The DRC's initial point of contact shall be David A. Sebok, its project manager (the "Coordinator"). The Coordinator will facilitate the flow of information between the Company and the DRC. The duties of the Coordinator include:

- Ensuring that the Company performs in accordance with all requirements of this Agreement.
- Promptly responding to the Company's point of contact when consulted in writing regarding Service issues.
- Reviewing all Company expenditures in connection with the Services and approving or denying such expenditures in a timely fashion.
- Acting as the DRC's point of contact for all aspects of the Services, including contract administration and coordination with the DRC's Executive Director, its staff and its Board of Directors.

ARTICLE 5 - LEGAL NOTICES

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

DRC:

Executive Director
Myrtle Beach Downtown Redevelopment Corporation
City Hall
937 Broadway
P.O. Box 2468
Myrtle Beach, SC 29577

With a copy to:

James F. McCrackin, Esquire
Nelson Mullins Riley & Scarborough, L.L.P.
Beach First Center, Suite 300
3751 Grissom Parkway
Myrtle Beach, SC 29577

Company:

Lanier Parking Meter Services, Inc.
600 West Peachtree Street, Suite 1600
Atlanta, GA 30308
Attn: J. Michael Robison, President
Phone: (404) 881-6076
Fax: (404) 881-1815
Email: michaelrobison@lanierholdings.com

With copies to:

Lanier Parking Meter Services, Inc.
600 West Peachtree Street, Suite 1600
Atlanta, GA 30308
Attn: Timothy J. Walsh, President
Phone: (404) 881-6076
Fax: (404) 881-1815
Email: twalsh@lanierparking.com

and

Lanier Parking Meter Services, Inc.
600 West Peachtree Street, Suite 1600
Atlanta, GA 30308
Attn: Scott Diggs, Corporate Executive VP

Notice shall be effective upon the date of receipt by the intended recipient, provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

ARTICLE 6 - TERM

The term of this Agreement will be for a period of approximately five (5) years, beginning on the Effective Date and ending at midnight on December 31, 2012 (the "Initial Term"). The DRC in its sole and absolute discretion shall have the option to extend the term of this Agreement for two (2) additional one-year periods, if notice of its intention to extend is given at least three (3) months prior to the applicable expiration date (the "Extended Term") (Initial Term and any Extended Terms are collectively referred to herein as the "Term").

ARTICLE 7 - COMPENSATION AND PAYMENTS

7.1 Compensation

7.1.1 Reimbursement for Expenses. The Company is unable to break out its charge for insurance and payroll taxes and benefits on a location by location basis. The Company must therefore estimate the cost of these items for the Project location. The cost of the insurance will not increase from the premium set forth in the Approved Budget (as defined in Section 7.3 hereof) nor will the percentage used for payroll taxes and benefits increase even if the Company has poor claims experience. The costs of these items are being charged at competitive rates and have been approved by the DRC. Except for these two expense areas, the DRC will reimburse, at cost, all of the expenses actually incurred by Company in providing the Services and included in the Approved Budget. In no event shall the DRC reimburse the Company for any expenses incurred which are not included in the Approved Budget, unless such expenses

were otherwise approved in advance in writing by the DRC's Executive Director. For purposes of this section, "expenses" shall not in any event include any payments made by the Company to satisfy a judgment, settle a legal claim, or pay a fine or civil penalty if such payment arises from the tortious, or allegedly tortious conduct of the Company, its officers, employees, or agents, or for the Company's failure to fulfill its obligations under Article 12 of this Agreement.

7.1.2 Management Fee. The Company will receive a management fee in exchange for the Services provided hereunder during the initial five (5) year term in the amount of 9.5% of Meter Revenue up to \$900,000, and 6.5% of Meter Revenue over \$900,000 (the "Management Fee"). In the event the Governor of South Carolina declares a mandatory evacuation and a named storm hits in the vicinity of Myrtle Beach during the initial five (5) year term so as to adversely affect the level of Meter Revenue, then the Company shall receive a Management Fee equal to not less than \$76,000 (i.e. 9.5% of \$800,000). The Management Fee shall be only 6.5% on all Meter Revenue during each of the one year option periods. The Management Fee shall be calculated and payable monthly based on Meter Revenue from the immediately preceding month. For purposes of this Section, "Meter Revenue" shall mean all meter revenues collected by Company or the DRC (excluding all sales taxes or other charges required to be remitted to any governmental agency) pursuant to the provisions of this Agreement. Notwithstanding the above, all citation revenue generated from the public parking spaces of the City of Myrtle Beach and any meter or citation revenues collected from a DRC leased parking facility including but not limited to the 2008 Bay Shore Lease is not to be included as Meter Revenue.

7.2 Invoices

The Company shall invoice the DRC monthly for reimbursement of expenses and management fees earned one (1) month in arrears under this Agreement. The invoice shall be accompanied by proper supporting documentation as the DRC may require. All monthly invoices submitted by the Company to the DRC shall be for actual expenses incurred in the prior month and shall be in accordance with the Approved Budget. Any variance in expenses from the Approved Budget must be approved in writing by the DRC's Executive Director prior to the expenditure of funds. Payments will be made by the DRC to the Company within fifteen (15) business days of the date of receipt of an accurate and properly submitted invoice (the "Payment Due Date"). The DRC will not pay inaccurate or

incomplete invoices or those that are not in compliance with the Approved Budget.

In the event the DRC has failed to make a payment due under this Section 7.2 within thirty (30) days from the applicable Payment Due Date, and the DRC does not cure such failure within ten (10) days of the DRC's receipt of written notice from the Company, the DRC shall incur and owe a late payment fee equal to 5% of the unpaid amount.

7.3 Budget

Budgeted expenses shall be based on an approved line item budget to be derived based on the scope of Services to be provided hereunder and the number of parking meters owned or designated by the DRC for Services. A budget shall be submitted annually by January 15 of each year, and approved in writing by the DRC Board of Directors within thirty (30) calendar days after receipt (the "Approved Budget").

If the parties are unable to agree to an Approved Budget for any upcoming year and under the time frames discussed above, then the prior year's Approved Budget shall prevail until the parties agree to the upcoming year's Approved Budget. The parties acknowledge and agree that upon any DRC requested increase or decrease in the scope or level of Services during any Project year, the Approved Budget shall be renegotiated in accordance with such increase or decrease; provided that the Company promptly provides all necessary documentation required pursuant to Section 2.3 hereof regarding rates for additional services.

The Approved Budget shall be in a form consistent with the DRC budget. Expenses paid by the Company shall be reimbursed only if part of the Approved Budget or if approved in writing by the DRC. Any expenses incurred in excess of the Approved Budget for such year shall be at the sole cost of Company, unless otherwise approved in advance in writing by the DRC's Executive Director. The initial Approved Budget is attached hereto and incorporated herein as Exhibit 2.

7.4 Payment to Subcontractors

Upon completion, or as otherwise requested by the DRC, the Company shall provide to the DRC documentation of contract payments to any Approved Subcontractor, as provided in Section 2.4 herein.

7.5 *Accounting and Auditing*

The Company shall maintain complete and accurate records, using Generally Accepted Accounting Practices (GAAP), of all costs and revenue collections related to this Agreement and the Services provided herein. Such records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the DRC's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any collections, invoices, payments, or claims submitted by the Company or any of its payees in connection with this Agreement. Records subject to examination will include, but are not limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.

For the purpose of such inspections, the DRC's agent or authorized representative shall have access to said records from the Effective Date of this Agreement, for the duration of the Services, and until two (2) years after the date of final payment by the DRC to the Company pursuant to the terms of this Agreement.

The DRC's agent or authorized representative shall have access to the Company's facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this Article 7. The DRC will give the Company reasonable advance notice of planned inspections. The Company also agrees to an annual audit of the Services-related financial information, at the DRC's expense, by an independent auditor selected by the DRC in its sole and absolute discretion.

7.6 *Company Capital Expenditure*

The "Company Capital Expenditure" shall be the Company's total expenses for all items listed on the attached **Exhibit 5** which is incorporated herein by this reference or other items agreed upon in the future by the parties. The Company Capital Expenditure shall fully amortize within five (5) years from the date such expenditures are made. Company hereby covenants and agrees that the total Company Capital Expenditure shall not under any circumstances exceed \$50,000.00.

ARTICLE 8 - TERMINATION

8.1 *Termination for Convenience*

By giving written notice, either party may terminate this Agreement for any reason or no reason by giving written notice of termination at least sixty (60) days before the proposed date of termination. The notice shall specify the date upon which such termination becomes effective and the DRC shall pay the Company for Services rendered prior to the effective date of termination.

8.2 *Termination for Default*

By giving written notice to the defaulting party, the non-defaulting party may terminate this Agreement upon the occurrence of one or more of the following events, each of which shall constitute a non-exclusive "Event of Default" under this Agreement:

- a. The other party violates or fails to perform any covenant, provision, obligation, term, or condition contained in this Agreement, provided that, unless otherwise provided in this Agreement, such failure or violation shall not be cause for termination if the defaulting party cures such default (if the default is susceptible to cure) within thirty (30) days of receipt of written notice of default from the other party.
- b. The other party makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, the Proposal, or any covenant, agreement, obligation, term, or condition contained in this Agreement.

8.3 *Additional Grounds For Termination Solely By The DRC*

The DRC shall have the right to terminate this Agreement immediately and without notice under any one or more of the following circumstances, each of which shall also constitute a non-exclusive "Event of Default". Such termination for any one or more of the following Events of Default shall be in addition to and not in lieu of any other remedy the DRC may have:

- a. The Company fails to provide the adequate level or quality of customer service as is required under the RFP, the Proposal or this Agreement, as determined in the sole and absolute discretion of the DRC's Executive

Director and such failure is not cured to the satisfaction of the DRC's Executive Director within thirty (30) days after the Company's receipt of written notice from the DRC of such failure, or such additional time as is reasonably necessary to cure such failure so long as the Company is acting with diligence to do so.

- b. The Company is no longer authorized to conduct business in the State of South Carolina or in the City, and such unauthorized status continues for a period of thirty (30) days after the date notice is received from the State of South Carolina or the City of the Company's unauthorized status.
- c. The Company's failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.
- d. The Company ceases to do business as a going concern, or makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of the other party's assets or properties.

8.4 *Obligations Upon Expiration Or Termination*

8.4.1 *Obligations Upon Expiration Or Termination By The DRC Upon Event Of Default*

Upon expiration of the Term of this Agreement or termination of this Agreement by the DRC upon an Event of Default pursuant to Sections 8.2 or 8.3 of this Agreement, all equipment, material and supplies furnished by the Company pursuant to Section 2.5 herein, including without limitation, the items purchased pursuant to Section 7.6 herein, shall become the property of the DRC, without further obligation for the payment of any remaining unamortized portion of the Company Capital Expenditure.

Additionally, the Company shall promptly provide or return to the DRC all equipment, materials, documents, or data, whether in written, graphic, machine readable or other form, supplied by the DRC or produced by the Company in connection with this Agreement and the Services provided therein, in as good condition as when delivered, reasonable wear and tear excepted.

8.4.2 *Obligations Upon Termination For Convenience Or Termination By Company Upon Event Of Default*

If this Agreement is terminated prior to the expiration of the Term by either party pursuant to Section 8.1 or by the Company upon an Event of Default pursuant to Section 8.2 of this Agreement, the DRC may, at its sole and absolute discretion, purchase from the Company the items listed on **Exhibit 5** for a purchase price equal to the remaining unamortized portion of the Company Capital Expenditure applicable for the month in which the termination is effective (as shown in the amortization schedule attached hereto as **Exhibit 6** and incorporated herein by reference, such schedule subject to revision upon final calculation of the Company Capital Expenditure).

Additionally, the Company shall promptly provide or return to the DRC all equipment, materials, documents, or data, whether in written, graphic, machine readable or other form, supplied by the DRC or produced by the Company in connection with this Agreement and the Services provided therein, in as good condition as when delivered, reasonable wear and tear excepted.

8.5 *No Effect On Taxes, Fees, Charges Or Reports*

Any termination of this Agreement will not relieve the Company of the obligation to pay any fees, taxes, or other charges then due to the DRC or City, or relieve the Company of the obligation to file any daily, monthly, quarterly, or annual reports covering the period to termination, or relieve the Company from any claim for damages previously accrued or then accruing against the Company.

8.6 *Authority to Terminate*

The DRC Executive Director has the authority, without the necessity of further action by the DRC, to terminate this Agreement on behalf of the DRC.

8.7 *Other Remedies*

Upon termination of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedies.

ARTICLE 9 - COVENANTS AND REPRESENTATIONS

The Company covenants and represents that the Services it contemplates providing shall satisfy all requirements set forth in this Agreement, the RFP and the Proposal. All Services performed by the Company pursuant to this Agreement shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience, and knowledge. The Company will not violate any agreement with any third party by entering into or performing this Agreement.

The Company further represents and covenants that:

- a. It is validly existing and in good standing under the laws of the State of Georgia and is duly authorized to conduct business in the State of South Carolina;
- b. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. The execution, delivery, and performance of this Agreement have been duly authorized by the Company;
- d. No approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement; and
- e. In connection with its obligations under this Agreement, it shall comply with all applicable Federal, State and local laws and regulations and shall obtain all applicable permits and licenses.

ARTICLE 10 - INDEMNIFICATION

To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless the City and the DRC, and City and DRC officers, agents and employees from

and against any and all claims, losses, damages, obligations, liabilities and expenses (including reasonable attorneys' fees) that arise directly or indirectly from any negligent act(s), error(s) or omission(s) or willful misconduct by the Company or any of its agents, employees or subcontractors (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal.

In any and all claims against the City or the DRC, or any of the City and DRC agents or employees by any employee of the Company, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Company or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

This obligation to indemnify and the costs incurred by the Company in doing so shall not be part of the "expenses" for which the Company is entitled to reimbursement under section 7.1.1 herein.

ARTICLE 11 - INSURANCE

The Company shall purchase and maintain during the life of this Agreement with an insurance company acceptable to the DRC and authorized to conduct business in the State of South Carolina the following insurance listing the DRC and the City as additional insureds:

11.1 *Automobile Liability*

Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.

11.2 *Commercial General Liability*

Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement whether such operations are performed by Company, any subcontractor or any person directly

or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal injury liability and contractual liability assumed under the indemnity provision of this Agreement. This coverage shall be on an occurrence basis.

11.3 *Workers' Compensation Insurance*

Meeting the statutory requirements of the State of South Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

11.4 *Theft, Disappearance and Destruction Coverage*

Protecting against loss of money and securities, inside the premises and outside the premises in the care and custody of a messenger in an amount not less than \$500,000.

11.5 *Fidelity - Blanket Employee Dishonesty*

Covering the Company, its agents or employees, in an amount not less than \$100,000 per employee.

The DRC shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subconsultant providing such insurance and shall not be considered a "reasonable expense" as provided in Section 7.1.1 herein.

Prior to the Effective Date and thereafter prior to the renewal date of such insurance, the Company shall deliver to the DRC a certificate evidencing the existence of the insurance required above and providing that such insurance cannot be amended or canceled except upon the insurer having given thirty (30) days' prior written notice thereof to the DRC. Upon request of the DRC, the Company shall disclose a copy of its underlying insurance policy.

ARTICLE 12 - GENERAL COMPLIANCE WITH LAWS AND REGULATIONS

The Company shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Services provided herein. If, due to conflicts between two or more such ordinances, statutes, laws, rules, and regulations (the "Regulations") or

due to conflicts in the interpretation or enforcement of such Regulations by courts or governing bodies having jurisdiction over the Services, the Company is unable to comply with such Regulations, the Company shall exercise usual and customary professional care in the exercise of its professional judgment in complying with such conflicting Regulations. The Company further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act, the Americans with Disabilities Act (ADA), the Family and Medical Leave Act, and all Occupational Safety and Health Administration (OSHA) regulations applicable to the Services provided herein.

12.1 *Non-Discrimination*

The Company agrees that it has adopted and will maintain and enforce a policy of non-discrimination on the basis of race, color, religion, sex, age, national origin, or disability. The Company agrees that it will inform the DRC of any alleged violation(s) of employment practices involving any employees who provide Services which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other federal or state compliance agency. Also, the Company will inform the DRC of the final disposition of such cases.

12.2 *Equal Opportunity*

The DRC is committed to promoting equal opportunities for all and to eliminating prohibited discrimination in all forms. Prohibited discrimination means discrimination against any person, business or other entity in contracting or purchasing practices on the basis of race, color, sex or national origin. Without limiting the foregoing, prohibited discrimination also includes retaliating against any person, business or other entity for reporting any incident of prohibited discrimination. It is understood and agreed that not only is prohibited discrimination improper for legal and moral reasons, prohibited discrimination is also an anti-competitive practice that tends to increase the cost of goods and services to the DRC and others.

As a condition of entering into this Agreement, the Company further agrees to:
(a) promptly provide to the DRC all information and documentation that may be

requested by the DRC from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the DRC to terminate or withhold payment under this Agreement.

12.3 Harassment

The Company agrees to make itself aware of and comply with the City's Harassment Policy, a copy of which has been provided to the Company. The DRC will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability.

12.4 Safety

The Company will have sole and absolute responsibility for ensuring its employees have been trained in appropriate safety procedures in connection with providing Services to the DRC. Company's employees will not create safety hazards in the course of providing the Services.

ARTICLE 13 - DRUG FREE WORKPLACE REQUIREMENT

The Company shall provide a drug-free workplace during the performance of this Agreement. This obligation is met by:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Company's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- c. Notifying each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined in this Article and (ii) notify the Company of any criminal drug statute conviction for a violation

occurring in the workplace not later than five (5) days after such conviction;

- d. Notifying the DRC within ten (10) days after receiving from an employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction, unless otherwise forbidden to communicate such information to third parties under the Company's drug-free awareness program or other restrictions;
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime;
- f. Making a good faith effort to continue to maintain a drug-free workplace for employees; and
- g. Requiring any party to which it subcontracts any portion of the work under the Agreement to comply with the provisions above.

If the Company is an individual, the requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or any other illegal substance in the performance of this Agreement.

Failure to comply with the above drug-free workplace requirements during the performance of this Agreement shall be grounds for suspension, termination or debarment.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 *Force Majeure*

Upon the occurrence of a Force Majeure Event (as defined below), the cure periods set forth in Sections 8.2(a) and 8.3(a) hereof shall be extended during such Force Majeure Event and for an additional fifteen (15) days thereafter.

For purposes of this Agreement, "Force Majeure Event" shall mean an occurrence of fire, earthquake, hurricane or other similar act of God, terrorism,

national emergency, labor strike, unavailability of materials or supplies, governmental restriction or other circumstances beyond the reasonable control of the Company which the Company can demonstrate directly prevented the Company from fulfilling its obligations hereunder. Under no circumstances shall economic hardship constitute a Force Majeure Event.

14.2 *Relationship Of The Parties*

The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other.

14.3 *Entire Agreement*

This Agreement is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties relative to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations, and proposals (the "Prior Agreements"), written or oral, except to the extent such Prior Agreements are incorporated by reference into this Agreement.

14.4 *Amendment*

No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.

14.5 *Governing Law and Jurisdiction*

The parties acknowledge that this Agreement is made and entered into in Myrtle Beach, South Carolina. The parties further acknowledge and agree that South Carolina law shall govern all rights, obligations, duties, and liabilities of the parties to this Agreement, and that South Carolina law shall govern interpretation of this Agreement and any other matters relating to this Agreement (all without regard to South Carolina conflicts of laws principles).

The parties further agree that any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in South Carolina. By execution of this Agreement and to the extent permitted by law, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any of the above courts.

14.6 *Binding Nature and Assignment*

This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party will be void.

14.7 *Recitals*

The General Recitals listed in the beginning of this Agreement are incorporated herein and made a part hereof.

14.8 *Severability*

The invalidity of one or more of the phrases, sentences, clauses, sections or articles contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its original intent.

14.9 *Approvals*

All approvals or consents required under this Agreement must be in writing and signed by an appropriate representative of the respective party.

14.10 *Waiver*

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving its rights.

14.11 *Conflict of Interest*

The Company covenants that its officers, employees, shareholders and subcontractors have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services required to be performed under the term of this Agreement.

14.12 *No Bribery Or Lobby*

The Company certifies that to the best of its knowledge, information, and belief, neither it, any of its affiliates or subcontractors, nor any of its employees of any of the forgoing has bribed or lobbied, or attempted to bribe or lobby, an officer or employee of the DRC in connection with this Agreement.

14.13 *Change In Control*

In the event of a change in control of the Company (as defined below), the DRC will have the option of terminating this Agreement by written notice to the Company. The Company shall notify the DRC within ten (10) days of the occurrence of a change in control. As used in this Agreement, the term "control" means the possession, direct or indirect, of either:

- a. The ownership of or ability to direct the voting of, as the case may be, fifty-one percent (51%) or more of the equity interests, value or voting power in the Company; or

- b. The power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

14.14 *Company Access to DRC Facilities*

Arrangements for access to DRC facilities will be made between the Coordinator and the Company. The Company will be required to sign for all keys when issued and return all keys upon termination of this Agreement. The Company shall report any loss or misuse of keys immediately and will promptly reimburse the DRC for any re-keying as a result of such loss or misuse.

14.15 *Revenue*

All Meter Revenue collected by the Company and all citation revenue from non-City public parking spaces shall be the property of the DRC. All other revenue collected and penalty payments resulting from the enforcement of on-street parking regulations, as well as payments received for any other citation, shall be the property of the City.

14.16 *City's Right to Dismiss Fees and Fines*

The City has the unilateral right to dismiss any individual parking ticket or other citation and/or direct the Company to reimburse any fees.

ARTICLE 15 - PUBLICITY AND STATEMENTS TO THE PRESS

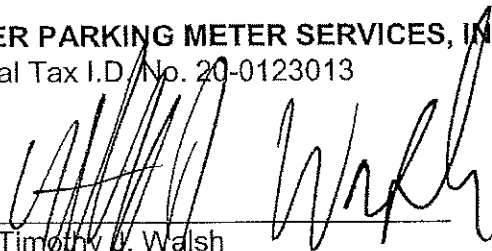
Advertising, sales promotion or other materials of the Company or its agents or representatives shall limit the identification or reference to this Agreement to the general description of the Services. As a condition of entering into this Agreement, the Company further agrees to refrain from the following, absent the DRC's prior written approval: (1) making any statement to the media or public regarding the subject matter of this Agreement or the DRC's position on any issue relating to this Agreement; or (2) making any statement to the media or public on any issue which is in the DRC's sole and absolute judgment likely to cast doubt on the competence or integrity of the DRC or the Company. Failure to comply with this Article by the Company shall constitute a material breach and, without limiting any other remedies the DRC may have, shall entitle the DRC to terminate this Agreement for default.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

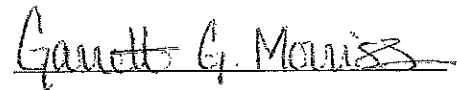
THIS AGREEMENT, entered into by and between the DRC and the Company and as of the Effective Date for the Services set forth herein for the City of Myrtle Beach, South Carolina.

COMPANY:

LANIER PARKING METER SERVICES, INC.
Federal Tax I.D. No. 20-0123013


By: Timothy B. Walsh
President

WITNESS



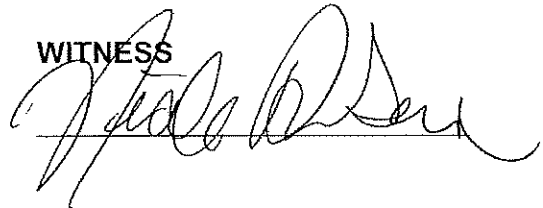
Date: 5/13/2008

DRC:

**MYRTLE BEACH DOWNTOWN REDEVELOPMENT
CORPORATION**


By: David A. Sebok
Executive Director
Myrtle Beach Downtown Redevelopment
Corporation

WITNESS



Date: 5/16/08

EXHIBIT 1 SUMMARY SCOPE OF SERVICES

The Company will provide overall management of on-street parking, including parking enforcement, meter maintenance, and administration of any merchant validation and parking permit programs (as defined in the Agreement and herein, the "Services"). As a part of and in providing the Services, the Company will be responsible for and focus on the following areas:

1. **Parking Meter and Other Onstreet Parking Enforcement**

- a. Enforce parking regulations relating to meters and other parking controls within an area designated by the DRC, including, but not limited to, the area bounded to the north by 31st Avenue North, to the West by Kings Highway, to the South by 29th Avenue South and to the East by the Atlantic Ocean (the "Designated Area"). Enforcement activities will include electronic ticketing and towing. The DRC may adjust the geographic locations for enforcement activities in its sole discretion.
- b. Manage DRC-owned parking meters, paystations and any additional non-metered onstreet parking spaces designated by the DRC. The DRC reserves the right to adjust the number of parking meters and spaces in its sole and absolute discretion.
- c. Issue residential parking permits.
- d. Establish designated patrol routes for Company enforcement officers.
- e. Respond to requests from the DRC to suspend or emphasize enforcement along certain roads or in certain areas. The DRC also reserves the right to temporarily suspend enforcement along any street, or in any zone, according to the needs of the DRC. The DRC will make every effort to provide the Company adequate notice concerning the location and duration of any such suspension or higher level of enforcement.
- f. Enforce parking regulations for special events, including but not limited to festivals, etc.

2. **Collection of Monies and Accounting**

- a. Collect and account for all revenues from the installed meters and paystations. All monies collected from parking meters and/or paystations will be deposited daily, in accordance with approved guidelines established by the DRC, into an account authorized by, and under the sole and absolute control of, the DRC.
- b. Download all data from its handheld computers on a daily basis into the system specified by the DRC.
- c. Ensure proper accountability and internal control of monies collected.
- d. Provide any periodic or special financial and operational reports as requested by the DRC.
- e. If requested by the DRC, provide capability to use debit cards, keys or similar devices at selected meter or paystation locations.

3. **[Left Blank]**

4. **Office Administration**

- a. Provide and maintain office space within the Designated Area in the project area that will serve as the office for the Company's enforcement personnel and meter maintenance operations. This office will be open to the public during standard business hours.
- b. Be equipped with a computer linked to the DRC in order to daily download data requested by the DRC and provide the DRC access to system activity. The office must have a telephone and the number must be provided to the public and to the DRC.
- c. Be responsible for purchasing all materials necessary to carry out all office functions (in accordance with the applicable Approved Budget). These include, but are not limited to, paper tickets and ticket books, envelopes, uniforms, office equipment and supplies, an inventory of spare parts for maintenance and repair of meters and paystations, and all other necessary equipment in providing the Services.
- d. Coordinate with the DRC on the DRC's purchase of new parking equipment.
- e. Administer, if implemented, a Merchant Parking Validation Program or other such programs as directed by the DRC.

5. **Personnel Administration**

- a. Parking enforcement personnel will demonstrate high ethical standards of conduct and will observe all written rules and regulations concerning their work assignments.
- b. Supervisors and field personnel will maintain radio contact at all times to ensure appropriate oversight of parking enforcement activities.
- c. The Company will arrange for bonding of all personnel who handle monies.
- d. The Company will ensure that all enforcement, parking meter maintenance and coin collecting personnel wear DRC-approved uniforms and be properly groomed while on duty. The uniform must display approved insignia that clearly identifies the wearer as being responsible for enforcing parking violations, managing parking facilities or servicing parking meters. The uniform will also have a clearly visible and readable nametag that must be worn at all times.
- e. All other employees of the Company providing Services shall at all times be clearly identifiable by uniform, name badges, name tags, or identification cards.
- f. The Company shall employ persons who are fully trained, competent and qualified with the skills and experience necessary to provide the Services during the existing term of this Agreement.
- g. The Company is responsible for hiring, training and supervising its staff members. All of the Company's staff members assigned to provide the Services are employees of the Company.
- h. The Company personnel shall at all times assure that its employees serve the public in a courteous, helpful, and impartial manner. Correction of any inappropriate behavior or language shall be the responsibility of the Company.
- i. The Company shall respond to any public complaint within forty-eight (48) hours after receipt of the complaint. In the event a report is received alleging an employee of the Company was discourteous, belligerent, profane or in any way intimidating, either physically or verbally, the Company will submit a written report to the Coordinator within seven (7) days of the date of the report, outlining the complete details of the incident. The report will include the nature of the incident, time, date, location and the name, address and telephone number of the person

making the allegation. The report will also include the name and title of the employee and the nature of the disciplinary action taken, if any.

- j. Transportation vehicles used by the Company in providing the Services defined herein must be in compliance with all applicable local, state and federal laws (i.e., mopeds, bikes, etc.).

6. **Training and Customer Service**

- a. Provide thorough training for enforcement and other personnel, including general information and directions to assist customers visiting the Myrtle Beach area.
- b. Respond in accordance with approved DRC guidelines and Article 15 of this Agreement regarding Company responses to public inquiries about the onstreet parking program, ticketing and enforcement, or any other citizen concern. The Company will provide a high level of customer service by employing friendly, helpful, customer-oriented personnel.
- c. Assist the DRC in its efforts to inform the public about the Project.
- d. Provide all enforcement personnel with an adequate supply of material regarding DRC services and city attractions, sites and events for distribution to citizens requesting such information.
- e. Keep an accurate record of all citizens' complaints, their resolution, and the action taken to contact the complainant. All such records shall be retained during the term of this Agreement and made available to the Coordinator.
- f. Provide general information and directions to assist customers with the City, including, but not limited to, providing any informational maps and/or pamphlets designed by the City or the DRC for dissemination to customers.

7. **Installation and Maintenance**

- a. Advise the DRC in the purchase of all parking meters, paystations and poles necessary for the Project.
- b. Install all parking meters and paystations in accordance with the DRC's standards (parking meter and paystation poles to be installed by a third party chosen by the DRC with the input and advice of the Company).
- c. Maintain the installed meters and paystations in good working condition. Good working condition is defined as repairing/replacing any defective

meter within twenty-four (24) hours of a report of failure. All Company employees will be required to immediately report any damaged, missing or malfunctioning meters or facilities to the appropriate supervisor.

- d. Implement and follow a regular preventive maintenance schedule for all parking meters, paystations and any other parking management equipment.
- e. Keep a meter log of all complaints. The log will note the date, meter number, location, problem and name of the person calling in the problem, the tag number of the car (if any), the date the mechanics checked the meter, the nature of the problem and the date it was corrected.

8. **Safety**

- a. Take adequate steps to ensure the safety and security of all personnel and property relating to providing the Services. The Company shall provide all training and employ all responsible safety precautions and devices in connection with providing the Services.

9. **Special Events**

- a. If a special event is scheduled, the Company may be required to reset or disable any or all meters and/or paystations. These events include, but are not limited to, festivals, parades, etc. as approved by the City.

10. **[Left Blank]**

11. **Other**

- a. Change Company procedures as necessary to conform to revisions in the City's ordinances, parking regulations, policies and initiatives.
- b. Consult with the DRC, as requested, regarding the design or enhancement of the parking program and the Services.
- c. Assist in maintaining and expanding the program, if required to do so, as needed.
- d. Coordinate with the DRC and stay involved in the DRC's efforts to inform the public about the parking program.
- e. Provide consulting services to the DRC on its parking program without charge, provided that the consulting services do not require extraordinary expense to the Company.

- f. Provide any other service or program as indicated in the RFP or the Proposal, which are attached hereto as **Exhibits 3** and **4** respectively and incorporated herein as part of this Agreement.

EXHIBIT 2
INITIAL APPROVED BUDGET

[DAVE SEBOK TO ADD]

Myrtle Beach Parking Program
2008 Proposed Budget

		2007 Monthly Revenue	\$	-	\$	-	\$	22,288.61	\$	89,618.13	\$	99,819.42
		January		February		March		April		May		
Projected 2008 Meter Revenue		\$	-	\$	-	\$	21,468.81	\$	97,470.82	\$	99,739.96	
Projected 2008 Meter Revenue Management Fee	9.50%	\$	-	\$	-	\$	2,039.54	\$	9,259.73	\$	9,475.30	
Projected 2008 Meter Revenue Management Fee	6.50%	\$	-	\$	-	\$	-	\$	-	\$	-	
TOTAL PROJECTED 2008 METER REVENUE MGT FEE		\$	-	\$	-	\$	2,039.54	\$	9,259.73	\$	9,475.30	
Payroll												
Wages		\$	7,379.23	\$	8,129.23	\$	18,202.80	\$	20,982.16	\$	21,060.56	
Employee Taxes, Retirement, Workers Comp	27.00%	\$	1,857.39	\$	2,059.89	\$	4,779.76	\$	5,530.18	\$	5,551.35	
Total Payroll		\$	9,236.62	\$	10,189.13	\$	22,982.56	\$	26,512.34	\$	26,611.91	
Office Expenses												
Office Rent		\$	1,102.50	\$	1,102.50	\$	1,102.50	\$	1,102.50	\$	1,102.50	
Office and Operating Supplies, Printing and Postage		\$	400.00	\$	400.00	\$	500.00	\$	525.00	\$	525.00	
R&M Equipment		\$	250.00	\$	250.00	\$	500.00	\$	750.00	\$	750.00	
Paystation Warranty		\$	876.37	\$	876.37	\$	1,035.71	\$	1,035.71	\$	1,035.71	
Paystation RT Connectivity		\$	95.00	\$	95.00	\$	95.00	\$	510.00	\$	510.00	
Copier Maintenance		\$	-	\$	-	\$	75.00	\$	75.00	\$	75.00	
Communications - office, cell, field		\$	215.00	\$	215.00	\$	540.00	\$	540.00	\$	540.00	
Liability Insurance and auto insurance		\$	885.19	\$	885.19	\$	885.19	\$	885.19	\$	885.19	
Business License		\$	-	\$	-	\$	-	\$	-	\$	-	
Uniforms		\$	-	\$	-	\$	-	\$	700.00	\$	250.00	
Clancy Ticketing System		\$	100.00	\$	100.00	\$	100.00	\$	1,400.00	\$	600.00	
Accounting		\$	573.11	\$	584.69	\$	684.05	\$	707.04	\$	700.96	
Corporate Support		\$	550.00	\$	550.00	\$	550.00	\$	550.00	\$	550.00	
Utilities		\$	200.00	\$	205.00	\$	225.00	\$	250.00	\$	275.00	
Vehicle R&M and Fuel		\$	100.00	\$	100.00	\$	150.00	\$	275.00	\$	330.00	
Pole Installation and Equipment		\$	-	\$	1,000.00	\$	500.00	\$	200.00	\$	200.00	
Signage and Decals		\$	-	\$	-	\$	2,000.00	\$	2,000.00	\$	-	
Contingency		\$	75.00	\$	75.00	\$	75.00	\$	75.00	\$	75.00	
Total Office Expenses		\$	5,422.17	\$	6,438.75	\$	9,017.45	\$	11,580.44	\$	8,404.36	
Total Payroll and Office Expenses		\$	14,658.79	\$	16,627.88	\$	32,000.01	\$	38,092.78	\$	35,016.26	
Total Meter Revenue Management Fee		\$	-	\$	-	\$	2,039.54	\$	9,259.73	\$	9,475.30	
Total Estimated Lanier Operating Expenses		\$	14,658.79	\$	16,627.88	\$	34,039.54	\$	47,352.50	\$	44,491.56	
Total DRC Debt Service Payments (BOA & Lanier)		\$	1,148.74	\$	1,148.74	\$	1,148.74	\$	1,148.74	\$	1,148.74	
Total Estimated DRC Parking Net Operating Revenue		\$	(15,807.53)	\$	(17,776.62)	\$	(13,719.47)	\$	48,969.57	\$	54,099.66	

\$ 156,918.72	\$ 368,644.88	\$ 207,363.98	\$ 171,419.05
	Subtotal		
June	Jan. - Jun.	July	August
\$ 149,072.78	\$ 367,752.37	\$ 206,376.53	\$ 148,887.39
\$ 14,161.91	\$ 34,936.48	\$ 19,605.77	\$ 14,125.30
\$ -	\$ -	\$ -	\$ -
\$ 14,161.91	\$ 34,936.48	\$ 19,605.77	\$ 14,125.30
\$ -	\$ -		
\$ -	\$ -		
\$ 20,982.16	\$ 96,736.13	\$ 21,060.56	\$ 21,060.56
\$ 5,530.18	\$ 25,308.75	\$ 5,551.35	\$ 5,551.35
\$ 26,512.34	\$ 122,044.88	\$ 26,611.91	\$ 26,611.91
\$ 1,102.50	\$ 6,615.00	\$ 1,102.50	\$ 1,102.50
\$ 525.00	\$ 2,875.00	\$ 525.00	\$ 525.00
\$ 750.00	\$ 3,250.00	\$ 750.00	\$ 750.00
\$ 1,115.38	\$ 5,975.25	\$ 1,115.38	\$ 1,115.38
\$ 510.00	\$ 1,815.00	\$ 510.00	\$ 510.00
\$ 75.00	\$ 300.00	\$ 75.00	\$ 75.00
\$ 540.00	\$ 2,590.00	\$ 540.00	\$ 540.00
\$ 885.19	\$ 5,311.14	\$ 885.19	\$ 885.19
\$ 1,100.00	\$ 1,100.00	\$ -	\$ -
\$ -	\$ 950.00	\$ -	\$ 250.00
\$ 600.00	\$ 2,900.00	\$ 600.00	\$ 600.00
\$ 702.79	\$ 3,952.65	\$ 696.16	\$ 696.59
\$ 550.00	\$ 3,300.00	\$ 550.00	\$ 550.00
\$ 325.00	\$ 1,480.00	\$ 325.00	\$ 275.00
\$ 475.00	\$ 1,430.00	\$ 535.00	\$ 500.00
\$ 200.00	\$ 2,100.00	\$ 200.00	\$ 200.00
\$ -	\$ 4,000.00	\$ -	\$ -
\$ 75.00	\$ 450.00	\$ 75.00	\$ 75.00
\$ 9,530.86	\$ 50,394.04	\$ 8,484.23	\$ 8,649.66
\$ 36,043.20	\$ 172,438.92	\$ 35,096.14	\$ 35,261.57
\$ 14,161.91	\$ 34,936.48	\$ 19,605.77	\$ 14,125.30
\$ 50,205.12	\$ 207,375.40	\$ 54,701.91	\$ 49,386.87
\$ 1,148.74	\$ 6,892.44	\$ 1,148.74	\$ 161,148.74
\$ 97,718.93	\$ 153,484.54	\$ 150,525.88	\$ (61,848.22)

\$ 58,654.11	\$ -	\$ -	\$ -	\$ 437,437.14	\$ 806,082.02	\$ 536.00
September	October	November	December	Subtotal Jul. - Dec.	2008 Budget	2007 Actual
\$ 61,912.67	\$ -	\$ -	\$ -	\$ 416,976.60	\$ 784,728.97	\$ 806,903.42
\$ 5,881.70	\$ -	\$ -	\$ -	\$ 39,612.78	\$ 74,549.25	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,448.72
\$ 5,881.70	\$ -	\$ -	\$ -	\$ 39,612.78	\$ 74,549.25	\$ 52,448.72
\$ 18,723.18	\$ 8,129.23	\$ 7,379.23	\$ 7,379.23	\$ 83,731.98	\$ 180,468.11	\$ 166,215.39
\$ 4,920.26	\$ 2,059.89	\$ 1,857.39	\$ 1,857.39	\$ 21,797.63	\$ 47,106.39	\$ 43,239.80
\$ 23,643.44	\$ 10,189.13	\$ 9,236.62	\$ 9,236.62	\$ 105,529.62	\$ 227,574.50	\$ 209,455.19
\$ 1,102.50	\$ 1,102.50	\$ 1,102.50	\$ 1,102.50	\$ 6,615.00	\$ 13,230.00	\$ 13,230.00
\$ 525.00	\$ 525.00	\$ 400.00	\$ 400.00	\$ 2,900.00	\$ 5,775.00	\$ 6,527.70
\$ 750.00	\$ 500.00	\$ 150.00	\$ 150.00	\$ 3,050.00	\$ 6,300.00	\$ 6,813.86
\$ 1,115.38	\$ 1,115.38	\$ 1,115.38	\$ 1,115.38	\$ 6,692.28	\$ 12,667.53	\$ 5,789.52
\$ 510.00	\$ 510.00	\$ 95.00	\$ 95.00	\$ 2,230.00	\$ 4,045.00	\$ -
\$ 75.00	\$ 75.00	\$ -	\$ -	\$ 300.00	\$ 600.00	\$ 423.99
\$ 540.00	\$ 215.00	\$ 215.00	\$ 215.00	\$ 2,265.00	\$ 4,855.00	\$ 6,518.25
\$ 885.19	\$ 885.19	\$ 885.19	\$ 885.19	\$ 5,311.14	\$ 10,622.28	\$ 9,889.20
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,100.00	\$ 1,231.46
\$ 400.00	\$ -	\$ -	\$ -	\$ 650.00	\$ 1,600.00	\$ 2,604.04
\$ 1,400.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 2,900.00	\$ 5,800.00	\$ 6,396.35
\$ 678.68	\$ 582.59	\$ 570.84	\$ 570.84	\$ 3,795.72	\$ 7,748.37	\$ 8,987.68
\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00	\$ 3,300.00	\$ 6,600.00	\$ 7,031.58
\$ 225.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 1,425.00	\$ 2,905.00	\$ 3,142.47
\$ 480.00	\$ 350.00	\$ 115.00	\$ 25.00	\$ 2,005.00	\$ 3,435.00	\$ 3,186.29
\$ 200.00	\$ -	\$ -	\$ -	\$ 600.00	\$ 2,700.00	\$ 2,279.79
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 368.18
\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 450.00	\$ 900.00	\$ 1,603.42
\$ 9,511.75	\$ 6,785.66	\$ 5,573.91	\$ 5,483.91	\$ 44,489.14	\$ 94,883.18	\$ 86,023.79
\$ 33,155.19	\$ 16,974.79	\$ 14,810.53	\$ 14,720.53	\$ 150,018.75	\$ 322,457.68	\$ 311,433.92
\$ 5,881.70	\$ -	\$ -	\$ -	\$ 39,612.78	\$ 74,549.25	\$ 52,448.72
\$ 39,036.89	\$ 16,974.79	\$ 14,810.53	\$ 14,720.53	\$ 189,631.53	\$ 397,006.93	\$ 363,882.64
\$ 1,148.74	\$ 1,148.74	\$ 1,148.74	\$ 1,148.74	\$ 166,892.44	\$ 173,784.88	\$ 175,901.55
\$ 21,727.04	\$ (18,123.63)	\$ (15,959.27)	\$ (15,869.27)	\$ 60,452.63	\$ 213,937.16	\$ 267,119.23
						\$ 197,375.14

11.70%

18.35%

13.58%

63.18%

20.45%

8.39%

EXHIBIT 3
THE RFP

[to be attached prior to execution]

MYRTLE BEACH DOWNTOWN REDEVELOPMENT CORPORATION
PUBLIC PARKING MANAGEMENT AND OPERATIONS

2008 GENERAL PROVISIONS FOR REQUEST FOR PROPOSAL

The Myrtle Beach Downtown Redevelopment Corporation, hereinafter known as the DRC, invites proposal submissions for the development, staffing and operational management of the DRC Public Parking Program. Proposers are invited to submit sealed proposals subject to the conditions and instructions specified herein.

General Scope: Provide the DRC with the management and operation of all public parking spaces between 31st Ave. N. and 29th Ave. S. and 69th to 77th Aves. N. from Kings Highway to the Atlantic Ocean. This area currently has 1,513 metered spaces and 375 spaces with 14 paystations. Contractor will be responsible for daily parking enforcement, collections and maintenance. The City of Myrtle Beach will be responsible for collection of, and customer service activities related to outstanding fines either internally or by separate contract at their discretion. Parking meters will be enforced between March 15th and September 15th each year. In addition to parking enforcement, Contractor will be responsible for Downtown Ambassadorship and for such other tasks as agreed upon or specified herein.

A. PROPOSAL SPECIFICATIONS

1. INTRODUCTION: The DRC is seeking an operator under a Management Contract for the management of public parking in the area from 31st. Ave. N. to 29th Ave. S., and 69th to 77th Aves. N. from Kings Highway to the the Atlantic Ocean. The public parking in the area is provided for the use of businesses, employees, customers, residents and visitors.
2. SCOPE OF SERVICE:
 - a. Goals: The goals of the parking program are:
 - To clearly identify public parking spaces and reduce traffic congestion associated with the "hunt for the space."
 - To manage a limited resource by creating turnover of public parking spaces in locations where turnover is desired and by providing long-term parking spaces in locations where long-term parking is desired.
 - To increase revenues for parking and other capital improvements.
 - To enforce parking regulations in compliance with City Code.
 - To provide tourism ambassadorship to area visitors.
 - b. Services Required: The successful proposer shall be responsible for providing, at a minimum, all of the following services:
 1. Parking Related Services:
 - Assisting and consulting with the DRC in design of the parking management program, including but not limited to:
 - Identification of long and short-term parking locations; and
 - Evaluation and selection of equipment. Meters shall be user-friendly, accepting various forms of payment. Meters shall also be programamable so as to provide a variety of time limits; and

- Evaluation of procurement options.
 - Issuing parking violation citations within the program area at a level of enforcement specified by the DRC.
 - Collecting, counting and depositing of revenue.. Collections of each meter shall be done no less than weekly and more often as needed to insure that the meter can is never full to capacity. All collections shall be recorded and deposited into a bank account specified by the DRC on the day of collection.
 - Maintaining parking meters and other equipment. All meters shall be repaired within 24 hours of being identified as malfunctioning.
 - Providing weekly, monthly and annual reports as required by the DRC. These reports shall include, but are not limited to, statistical data relating to the overall program as well as to individual spaces, including revenues, turnover, peak usage times, average length of stay, and meter outages.
- 2. Ambassador Related Services: personnel in the field, in addition to their parking related services, shall act as downtown ambassadors, with:
 - Colorfull easily identifiable uniforms; and
 - Approachable demeanor; and
 - Maps and geographic knowledge of the city so as to provide directions; and
 - General information regarding the Grand Strand, including redevelopment plans, historic information, landmark locations and current events; and
 - Cell phones or other devices with which to report such things as traffic accidents, overflowing trash cans, people in need of emergency assistance, traffic lights out, crimes in progress, parking violations that require booting or towing, and damage to public property.
- 3. Training Services: Providing suffucient initial training and continuing education for all personnel in:
 - Parking meter enforcement techniques; and
 - Customer service and relations techniques; and
 - Use of all equipment; and
 - With assistance from the DRC, local information and current events.
- 4. Implementation Services, including but not limited to:
 - Providing sufficient trained personnel to implement and maintain the program; and
 - Working with downtown businesses, neighborhood groups, and other organizations as needed; and
 - Designing and implementing a marketing campaign; and
 - Launching the program, with all equipment and trained personnel in place and advanced marketing complete no later than March 15, 2008.
- 5. Additional Special Services:
 - Financing capital improvements, including parking meters and support vehicles.
 - Procuring equipment.
 - Installing parking meters. Installation shall be in accordance with standards issued by the City.

6. Any other services negotiated as part of the contract or which the proposer is willing to provide.

3. FORM OF PROPOSAL: Proposer is to provide the following information:

- a. Capability and Skill: Describe in detail the capability and skill of your organization to provide the services specified herein. The description of your firm's capability and skill should include, at a minimum, the following:
 - i. Background information about the organization, e.g., philosophy, ownership, size, facilities, location(s), etc.; and
 - ii. Proposer's management structure both at the corporate level and at the project level, e.g. number of each of the following: management, supervisory, non-supervisory personnel; and
 - iii. Proposer's qualifications to perform the services, including all resources available to proposer for the performance of the contract; and
 - iv. Identification and qualifications of management, supervisors and other personnel who will be assigned to this contract; and
 - v. The financial resources available to the proposer to carry out such a project. The resources should be evidenced by the most recent audited financial statement showing the previous three years of income and expenses; and
 - vi. Information on employee compensation packages that are available to project employees, to include, at a minimum, hourly wage, leave programs, employee performance incentives, etc.; and
 - vii. A detailed description of training, safety and certifications programs given to all employees. Include copy of training manual for all enforcement and collections personnel; and
 - viii. A description of special programs or services you could offer the DRC to enhance its parking program, a list of cities in which you are currently operating such programs, and a contact reference for each.
- b. Experience:
 - i. Describe proposer's established public parking management experience related to the services to be provided under this contract; and
 - ii. List at least three similar programs that the proposer has managed, with a contact reference for each; and
 - iii. Detail any municipal parking management contracts that have been terminated in the last five [5] years, and describe the basis for termination; and
 - iv. Describe the experience of personnel who will be implementing and operating the program, and experience requirements for new hires.
- c. Training: A detailed description of the proposed personnel training program, with an emphasis on customer service training.
- d. Subcontracting: If proposer intends to subcontract any part of the work under this contract, indicate which parts and the subcontractors to be used. For each subcontract, detail the subcontractor's capability and skill, including the information requested in sections 3.a above.
- e. Services to be Provided: Detail in your proposal the services to be provided under this contract. The services that the DRC expects to receive as a result of this contract have been outlined in Section 2, *Scope of Service*. Proposer shall

include any additional information not requested herein that may be useful for the successful performance of the contract.

- f. Price: Proposers shall indicate a flat annual fee and a proposed payment schedule. Additionally, proposer may indicate an annual fee increase based upon an incremental number of parking spaces added to the program over the term of the contract.

Alternate Price: In addition to a flat fee, proposers may offer an alternate compensation plan.

- g. Expenses: All expenses for the program shall be the financial responsibility of the successful proposer.

- 3. **NON-COLLUSION AFFIDAVIT**: The attached non-collusion affidavit incorporated herein must be executed and returned with request for proposal documents to receive consideration.
- 4. **CONDITIONS OF WORK**: Each proposer shall inform himself fully of the conditions relating to the project and the employment of labor therein. Failure to do so will not relieve a successful proposer of the obligation to furnish all materials and labor necessary to carry out the provisions of their agreement.
- 5. **PROPOSAL BINDING FOR ONE HUNDRED TWENTY (120) DAYS**: Proposer agrees this proposal shall be good and may not be withdrawn for a period of one hundred and twenty (120) calendar days after the scheduled closing time for the Request For Proposal.
- 6. **PROPRIETARY INFORMATION**: Proposers are advised that all information submitted in the proposal shall be considered public information upon award of a contract under this RFP.
- 7. **CONTRACT TERM**:
 - a. The initial contract period shall consist of five years, commencing on the date of DRC approval estimated to be January 9, 2008 and expiring December 31, 2012.
 - b. Upon mutual agreement, any resulting contract may be extended for two (2) additional yearly periods.
- 8. **AWARD OF CONTRACT**: The award of a contract shall be the sole discretion of the DRC. The award shall be based upon the evaluation of all information as the DRC may request. The DRC reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality in the proposal process. Further, the DRC reserves the right to enter into any contract deemed to be in the best interest of the DRC.

B. PROPOSAL SUBMITTAL:

- 1. Proposals are to be submitted by mail to:

David A. Sebok
Downtown Redevelopment Corporation
PO Box 2468
Myrtle Beach, SC 29578

Or by hand to:

David A. Sebok
Downtown Redevelopment Corporation
937 Broadway Street
Myrtle Beach, SC 29577

2. Proposal shall be placed in a separate envelope or package and identified on the exterior of the envelope or package with the title "2008 Public Parking Management RFP" and the name and address of proposer.
3. An original and five (5) copies of each proposal shall be submitted.
4. Proposals shall be received and time stamped in the office location described in B.1 above no later than 5:00 p.m. local time, January 4, 2008. Proposals received after the specified date and time (time stamped 2:01 p.m. or later) shall not be considered and shall be returned unopened to proposer.
5. Proposals received by telephone, telegraph, email or facsimile shall not be accepted. Proposers receiving a Request for Proposal from sources other than the issuing office shall contact the issuing office to become a Proposer Of Record before submitting their proposal.
6. It is the proposer's responsibility to insure the proposal is mailed or delivered by the due date. The DRC will not be held responsible for proposals delayed by the United States Postal Service or any other courier.
7. The DRC shall not be held liable for any expenses incurred by the respondent in preparing and submitting the proposal and/or attendance at any interviews, final contract negotiations or applicable site visits.
8. The DRC reserves the right to award a proposer or to reject any and all proposals; whichever is in the best interest of the DRC and the City of Myrtle Beach.

C. QUESTIONS ABOUT THE RFP:

1. Submit questions in writing to David A. Sebok at the Downtown Redevelopment Corporation, PO Box 2468, Myrtle Beach, SC 29578 or by telephone to (843) 918-1065 no later than 5:00 P.M. December 31, 2007.
2. Necessary replies will be issued to all proposers of record as addenda that will become part of the contract documents.

D. ADDENDA: The proposer shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The proposer should include an initialed copy of each addendum in the proposal package. It is the proposer's responsibility to contact the City for copies of addenda if they receive the proposal document from any source other than the DRC.

E. JOINT VENTURES: In the event a team of firms is entering into a joint venture to respond to the RFP, one firm shall be named the prime contractor and the proposal shall be submitted in the name of the prime contractor. All correspondence concerning the RFP will be between the DRC and prime contractor.

F. SUBCONTRACTING: Should the proposer intend to subcontract all or any part of the work specified, name(s) and address (es) of subcontractor(s) must be provided in proposal response. The use of subcontractors and the work they are to perform must receive prior written approval of the Contract Administrator. The proposer shall be responsible for subcontractor(s) full compliance with the requirements of the RFP specifications. Successful proposer shall be solely responsible for all work performed and materials provided by subcontractors. Successful proposer shall be responsible for the liability of subcontractors for the types and limits required of the successful proposer. If awarded the contract, payments will only be made to prime proposers submitting the proposal. The DRC will not be responsible for payments to subcontractors.

G. PUBLIC INFORMATION: All information and materials submitted will become the property of the DRC and shall be subject to the provisions of the public records laws in effect at this time. If awarded the contract, the proposal submission, in its entirety, will be included as part of the contract documents and filed, as public record, with the City Clerk.

H. CONTRACT: Each proposal is received with the understanding that an acceptance in writing by the DRC of the offer to furnish any or all of the services and materials described shall constitute a contract between the proposer and the DRC. This contract shall bind the proposers to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal.

Award is conditional upon the ultimate approval of a contract, which will include but not be limited to the following provisions:

- The proposer shall not assign, transfer, convey or otherwise dispose of its rights and duties under any resulting contract or its right, title or interest in or to the same, or any part thereof, without written consent of the DRC and any sureties.
- The successful proposer shall provide, as part of the contract, a performance bond in the amount of 100% of the annual value of the proposal.
- The successful respondent shall, upon entering into the contract, defend, indemnify and hold DRC and the City of Myrtle Beach harmless from any and all causes of action or claims of damages arising out of this contract.
- Commercial Warranty: The proposer agrees that the products and services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the proposer gives any customer for such.

I. NON-COLLUSION: proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same service, and that the proposal is bona fide and is in all respects fair and without collusion or fraud.

J. DISADVANTAGED BUSINESS ENTERPRISE CLAUSE: Disadvantaged Business Enterprises (minority or woman-owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex or national origin in consideration for an award. It is the policy of the DRC that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.

K. TAXES AND LICENSING: The successful proposer shall have a valid City of Myrtle Beach Business License prior to the signing of a contract. Successful proposer shall meet all City business license, personal property, real estate and other applicable licensing and tax requirements.

L. FEDERAL, STATE, LOCAL LAWS: All respondents will comply with all Federal, State and Local laws, ordinances, rules and regulations relative to conducting business in The City and performing the prescribed service. Ignorance on the part of the respondent shall not, in any way,

relieve the respondent from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

All applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction shall apply to this request for proposal as though written in full herein, including applicable licensing requirements, in accordance with all sound engineering and safety practices.

M. DRUG-FREE WORKPLACE: The policy of the DRC requires all contractors maintain a drug free workplace policy. Consequently, any vendor providing goods or services to the DRC must comply with all applicable Federal and State Drug Free Workplace Acts.

N. INSURANCE: All respondents shall maintain and submit with the RFP proof of insurance applicable for services described in these specifications. Certificates of insurance written by a company or companies acceptable to the DRC shall be submitted to the Contract Administrator no later than ten (10) days after award of the contract. Certificates of insurance shall list the Myrtle Beach Downtown Redevelopment Corporation, and the City of Myrtle Beach, it's officials, agents and employees as "additional insureds" and the policies endorsed to require that the DRC and the City of Myrtle Beach, as certificate holders, be provided (30) days written notice in the event of coverage modification, exhaustion of aggregate, non-renewal or cancellation. Insurance shall be maintained during the entire term of the contract, and shall include Contractual Liability and Products and Completed Operations coverage, and shall be of the following forms and limits:

<u>Form</u>	<u>Limits</u>
Worker's Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit per Occurrence for bodily injury and property damage
Commercial General Liability	\$1,000,000 per Occurrence With an aggregate limit of not less than \$1,000,000
Employee Fidelity Bonds	\$100,000 for each employee

All insurance policies or a program of self-insurance must be acceptable to the Myrtle Beach Downtown Redevelopment Corporation and approved by the State of South Carolina. If the proposer elects to purchase commercial insurance in compliance with this provision, the insurance carrier shall be licensed to do business in the State of South Carolina and carry an A.M. Best & Co. rating of not less than "A".

The establishment of minimum limits of insurance by DRC does not reduce or limit the liability or responsibilities of proposer.

O. REQUEST FOR EVALUATION RESULTS: Evaluation results will not be divulged until after the award of the contract. After contract award, proponents desiring to review documents relevant to the RFP evaluation results will be afforded an opportunity by appointment only.

P. ALTERNATIVES/EXCEPTIONS.

1. In offering its best proposal, proposer may note exceptions to any of the provisions in this RFP. Proposer is to specify the RFP page number and section number and to detail the exception. Proposer should not incorporate by reference its entire, standard contract document.
2. Proposers may present alternative methods to the meet the DRC's objectives for this contract. However, proposer shall first respond to the objectives detailed in the *Scope of Service* section.

Q. EVALUATION: Selection shall be made of the proposer deemed to be fully qualified and best suited among those submitting proposals on the basis of the factors listed below:

1. Proposer's experience in providing the services requested;
2. Proposer's capability and skill to perform the services;
3. Responsiveness of the written proposal to the purpose and scope of services; and
4. Price.

EXHIBIT 4
THE PROPOSAL

[to be attached prior to execution]



LANIER PARKING METER SOLUTIONS

Corporate Headquarters
600 West Peachtree Street, Suite 1600
Atlanta, Georgia 30308
(p) 404-881-6076 (f) 404-881-6077

February 5, 2008

David Sebok
Executive Director
Downtown Redevelopment Corporation
City Hall
Myrtle Beach, SC 29577

Mr. David Sebok:

As you are well aware, Lanier Parking Meter Solutions has been contracted with the Downtown Redevelopment Corporation (DRC) since January, 2004 to fulfill parking management services for the downtown area of Myrtle Beach, SC. We are pleased to have provided the DRC and the City of Myrtle Beach four excellent years of parking management services. We believe the program has been very successful since its inception and we look forward to being part of its success and growth in the future.

As previously discussed, our contract with the DRC expires at the end of 2008. There are two (2) one (1) year renewal options beyond the initial term that the DRC could execute if they choose to do so. LANIER believes in our continuing ability to deliver exceptional results during that extension term and beyond. In addition, LPMS has been in contact with the DRC over the last few months in regards to extending the contract even beyond those terms; a new 5-year contract beginning in 2008 plus two (2) 1-year renewal options possibly taking the contract period to the end of 2014.

As a result of these recent conversations, the DRC has asked LPMS to review its contract proposal and develop multiple options for a new contract or extension. From our perspective, the DRC is very pleased with the level of service as well as the quality of product they receive from LANIER and certainly we are very proud of the partnership we have developed with the DRC.

One of the biggest topics over the last few months is the status of the original nine (9) paystations and whether or not they should be replaced with new and upgraded technology. Ultimately, LPMS believes the best route is for the DRC/LANIER to make the commitment to upgrade the current nine "IntellaPay" units to the more advanced "Luke" paystations. The primary reason behind this recommendation is to ensure the credit card processing and storage of credit card data is secure through Digital Payment Technologies' PCI Certified EMS platform. We have enclosed literature prepared by DPT that discusses PCI certification as well as the benefits of moving to EMS (real-time access and CC processing).

With the upgrade of on-street equipment in consideration, LANIER has prepared three cost/fee proposals for the DRC to consider. We believe all of the three proposals represent added value to the City of Myrtle Beach's parking program and to the DRC. Please review the following management fee proposals (in no particular order or preference):

PROPOSAL # 1	
Contract Start-Date	01/01/08
Contract End-Date	12/31/12
Contract Renewal Options	Two - 1-year options
Financing Available	Yes
Interest Rate	4.00%
Present Value Cap	\$ 175,000.00
Duration of Loan (months)	60
DRC PMT Structure to Lanier	Approved expenses plus % of meter revenue earned
Incentive Management Fee	6.5% of meter revenue <= \$799,999.99 & 8.5% of meter revenue >= \$800,000.00
Additional Comments	Includes upgrading the current 9 IntellaPay paystations to "Luke"

Proposal #1 represents the initial term offered by LANIER in the DRC January meeting. Under this structure LANIER will finance up to \$175,000 worth of equipment at 4%, received a tiered incentive management fee structure, and the length of the contract would extend through 2012 with options until 2014.

PROPOSAL # 2	
Contract Start-Date	01/01/08
Contract End-Date	12/31/12
Contract Renewal Options	Two - 1-Year options
Financing Available	Yes
Interest Rate	4.00%
Present Value Cap	\$50,000.00
Duration of Loan (months)	60
DRC PMT Structure to Lanier	Approved expenses plus % of meter revenue earned
Incentive Management Fee	8.0% of all meter revenue
Additional Comments	Lanier pays for IntellaPay upgrade at Lanier's cost (no DRC reimbursement)

Proposal #2 represents LANIER offering to pay approximately \$55,000 for the equipment upgrade for original nine paystations to have capability to process credit cards in real-time as well as have the ability to access the machine remotely. Additionally under this structure LANIER will finance up to \$50,000 worth of equipment at 4%, receive a fixed incentive management fee on all meter revenue earned, and the length of the contract would extend through 2012 with options until 2014. The estimated cost to upgrade the original nine paystations is \$55,000. Please note that upgrading the nine paystations will not make the IntellaPay's PCI compliant.

PROPOSAL # 3	
Contract Start-Date	01/01/08
Contract End-Date	12/31/12
Contract Renewal Options	Two - 1-Year options
Financing Available	Yes
Interest Rate	4.00%
Present Value Cap	\$50,000.00
Duration of Loan (months)	60
DRC PMT Structure to Lanier	Approved expenses plus % of meter revenue earned
Incentive Management Fee	9.5% of all meter revenue
Additional Comments	Lanier pays for Luke upgrade at their cost (no DRC reimbursement)

Proposal #3 represents LANIER offering to pay for the equipment upgrade from the original nine paystations to the new and improved paystations offered by Digital Payment Technologies. These paystations will have the ability to communicate in real-time with our support team as well as process credit cards in real-time. In addition, the new Luke's are PCI compliant.

Furthermore, under this structure LANIER will finance up to \$50,000 of additional equipment at 4%, receive a fixed incentive management fee on all meter revenue earned, and the length of the contract would extend through 2012 with options until 2014. The estimated cost to replace the nine paystations with the new equipment is \$102,000. Please note that replacing the nine paystations will ensure all forms of credit card transactions within the program are PCI compliant.

Lanier is confident in our ability to provide the City of Myrtle Beach and its visitors excellent results and service for years to come. We hope that you take into consideration our proposed

amendments to the on-street parking contract outlined above. We look forward to our continued partnership over the next several years.

Sincerely,

M. Scott Diggs
President, Carolinas and Virginia
Lanier Parking Solutions

EXHIBIT 5
COMPANY CAPITAL EXPENDITURE

[DAVE TO ADD IF NECESSARY]

EXHIBIT 6 AMORTIZATION SCHEDULE

Myrtle Beach Amortization of Small Capital Equipment

Note: This is a sample schedule based on projected costs of anticipated equipment needs.
A final schedule is dependent on actual costs, and will be attached to the project contract. Any variance from proposed schedule shall be approved in writing by the DRC.

Total Small Capital Expenditure:	\$109,540.50
Contract Term (months)	60
Annual Interest	
Rate:	4%
Monthly Payment	\$2,017.36
Annual Payment	\$24,208.26

Amortization Schedule

Project Month	Balance Due	Payment	Interest	Principal
1	\$109,540.50	\$2,017.36	\$365.14	\$1,652.22
2	\$107,888.28	\$2,017.36	\$359.63	\$1,657.73
3	\$106,230.55	\$2,017.36	\$354.10	\$1,663.25
4	\$104,567.30	\$2,017.36	\$348.56	\$1,668.80
5	\$102,898.50	\$2,017.36	\$343.00	\$1,674.36
6	\$101,224.14	\$2,017.36	\$337.41	\$1,679.94
7	\$99,544.20	\$2,017.36	\$331.81	\$1,685.54
8	\$97,858.66	\$2,017.36	\$326.20	\$1,691.16
9	\$96,167.50	\$2,017.36	\$320.56	\$1,696.80
10	\$94,470.70	\$2,017.36	\$314.90	\$1,702.45
11	\$92,768.25	\$2,017.36	\$309.23	\$1,708.13
12	\$91,060.12	\$2,017.36	\$303.53	\$1,713.82
13	\$89,346.30	\$2,017.36	\$297.82	\$1,719.53
14	\$87,626.77	\$2,017.36	\$292.09	\$1,725.27
15	\$85,901.50	\$2,017.36	\$286.34	\$1,731.02
16	\$84,170.49	\$2,017.36	\$280.57	\$1,736.79
17	\$82,433.70	\$2,017.36	\$274.78	\$1,742.58
18	\$80,691.12	\$2,017.36	\$268.97	\$1,748.38
19	\$78,942.74	\$2,017.36	\$263.14	\$1,754.21
20	\$77,188.53	\$2,017.36	\$257.30	\$1,760.06
21	\$75,428.47	\$2,017.36	\$251.43	\$1,765.93
22	\$73,662.54	\$2,017.36	\$245.54	\$1,771.81
23	\$71,890.73	\$2,017.36	\$239.64	\$1,777.72
24	\$70,113.01	\$2,017.36	\$233.71	\$1,783.65
25	\$68,329.36	\$2,017.36	\$227.76	\$1,789.59
26	\$66,539.77	\$2,017.36	\$221.80	\$1,795.56
27	\$64,744.21	\$2,017.36	\$215.81	\$1,801.54

28	\$62,942.67	\$2,017.36	\$209.81	\$1,807.55
29	\$61,135.13	\$2,017.36	\$203.78	\$1,813.57
30	\$59,321.56	\$2,017.36	\$197.74	\$1,819.62
31	\$57,501.94	\$2,017.36	\$191.67	\$1,825.68
32	\$55,676.26	\$2,017.36	\$185.59	\$1,831.77
33	\$53,844.49	\$2,017.36	\$179.48	\$1,837.87
34	\$52,006.62	\$2,017.36	\$173.36	\$1,844.00
35	\$50,162.62	\$2,017.36	\$167.21	\$1,850.15
36	\$48,312.47	\$2,017.36	\$161.04	\$1,856.31
37	\$46,456.16	\$2,017.36	\$154.85	\$1,862.50
38	\$44,593.66	\$2,017.36	\$148.65	\$1,868.71
39	\$42,724.95	\$2,017.36	\$142.42	\$1,874.94
40	\$40,850.01	\$2,017.36	\$136.17	\$1,881.19
41	\$38,968.82	\$2,017.36	\$129.90	\$1,887.46
42	\$37,081.36	\$2,017.36	\$123.60	\$1,893.75
43	\$35,187.61	\$2,017.36	\$117.29	\$1,900.06
44	\$33,287.55	\$2,017.36	\$110.96	\$1,906.40
45	\$31,381.15	\$2,017.36	\$104.60	\$1,912.75
46	\$29,468.40	\$2,017.36	\$98.23	\$1,919.13
47	\$27,549.27	\$2,017.36	\$91.83	\$1,925.52
48	\$25,623.75	\$2,017.36	\$85.41	\$1,931.94
49	\$23,691.81	\$2,017.36	\$78.97	\$1,938.38
50	\$21,753.42	\$2,017.36	\$72.51	\$1,944.84
51	\$19,808.58	\$2,017.36	\$66.03	\$1,951.33
52	\$17,857.25	\$2,017.36	\$59.52	\$1,957.83
53	\$15,899.42	\$2,017.36	\$53.00	\$1,964.36
54	\$13,935.07	\$2,017.36	\$46.45	\$1,970.90
55	\$11,964.16	\$2,017.36	\$39.88	\$1,977.47
56	\$9,986.69	\$2,017.36	\$33.29	\$1,984.07
57	\$8,002.62	\$2,017.36	\$26.68	\$1,990.68
58	\$6,011.94	\$2,017.36	\$20.04	\$1,997.32
59	\$4,014.63	\$2,017.36	\$13.38	\$2,003.97
60	\$2,010.65	\$2,017.36	\$6.70	\$2,010.65
61	\$0.00			

*As of April, 2008, the DRC has made 51 payments.