

**City of Beaufort**  
**Parking Management and Enforcement Services (RFP 2015-102)**  
**Answers to Questions Submitted by September 17, 2014**

1. Does the City pay directly for the communication cost on the multi-space and single space meters or does the vendor pay?

**Answer:** The Operator is responsible for all operating costs necessary to successfully perform Parking Management and Enforcement Services which includes communication cost. The Operator collects and deposits all revenues, and deducts all expenses, providing the City with the net each month. In the event that there is a deficiency caused by a City Council decision to modify parking revenues for things such as holiday parking and it causes a monthly deficiency; the Operator will submit an invoice to the City in the amount of the deficiency.

2. Does the City pay directly for EMS fees on the Pay Stations as well as fees associated with the IPS meters for back office, gateway, and Credit Card transactional costs?

**Answer:** As mentioned in answer to question #1, the Operator is responsible for all operating costs as the City receives the net revenue after all operating costs of the Operator are factored in.

3. Is the current office located at 210A Scott Street leased by the City or the Current Operator?

**Answer:** 210A Scott Street is currently leased by the current Operator. Though the Operator is not restricted to that location and is free to obtain other office space within the downtown district.

4. Can the current monthly rent for that space be provided for budget purposes if it is to be utilized by a new Operator?

**Answer:** The current monthly rent for 210A Scott Street is \$1,100.00. The current Operator may end the lease with a 30 day term notification. It is at the sole discretion of the property owner whether a new Operator, if chosen, can utilize this space.

5. Are the revenues deposited in a City bank account or Operator bank account?

**Answer:** The revenues are deposited into the Operator's bank account.

6. What is the cost of a monthly parking permit?

**Answer:** \$35 per month.

7. What is the criteria/process to obtain a monthly permit?

**Answer:** Apply in person at the Park Beaufort office or apply online via the current Operator's website.

8. For special events, does the City reimburse the Operator any additional expenses incurred as a result of the Operator preparing and staffing for the event; is there a special event rate charged by the Operator?

**Answer:** As the City receives the net revenue after all operating costs of the Operator are factored in, there is no need for a reimbursement of additional costs. There is no special event rate.

9. Is the City interested in handheld ticket writers? If yes, how many each year?

**Answer:** It is up to each Proposer what type of parking equipment is required to successfully provide Parking Management and Enforcement Services. Proposers should include all necessary equipment in their proposal and list the estimated "Equipment Cost" in Exhibit #4 – "Cost of Services Proposal Form" when submitting their proposal.

10. Does the City own any of the equipment at the Parking Offices (coin sorter, furniture, computers, etc.)?

**Answer:** The City owns most of the equipment at the current Operator's office. The current Operator owns the computers and printers they use. Here is a list of City owned equipment:

<i>Description</i>	<i>Quantity</i>
Coin Sorter	1
Bill counter	1
Safes	2
File Cabinets	2
Desk Systems (cubical walls with desk)	3
DVR-TV Screen	1
Security Camera	2
Storage Cabinet	1

11. How many parking tickets were issued in 2010-2013 and how many are outstanding from each year?

**Answer:**

<i><b>Parking Tickets Per Fiscal Year</b></i>			
	<b>Issued</b>	<b>Outstanding</b>	<b>Outstanding Owed</b>
FY ending 2010 (12/9/11-6/30/10)	5137	1120	\$ 33,684.50
FY ending 2011	8684	1573	33,075.00
FY ending 2012	9863	1532	33,325.00
FY ending 2013	9760	1840	39,370.00
FY ending 2014	<u>8604</u>	<u>2532</u>	<u>59,100.00</u>
	42048	8597	\$ 198,554.50

12. What was the range of fines for the tickets issued in 2013?

**Answer:**

<i><b>Description</b></i>	<i><b>Initial Fine</b></i>	<i><b>Penalty after 30 days</b></i>
NO PARKING SIGNS	\$50	\$100
NO PARKING AT YELLOW PAINTED CURB	\$50	\$100
HANICAP PARKING	\$400	\$400
30 MINUTE PARKING EXPIRED	\$15	\$30
3 HOUR PARKING EXPIRED	\$15	\$30
BOOT	\$50	\$100
TOWING	\$100	\$200
LOADING ZONES	\$50	\$125
PARKING ON WRONG SIDE OF THE STREET	\$25	\$100
DOUBLE PARKED	\$25	\$50
BLOCKING DRIVEWAY	\$50	\$125
BLOCKING FIRE HYDRANT	\$75	\$125
2 HOUR PARKING EXPIRED	\$15	\$30
4 HOUR PARKING EXPIRED	\$15	\$30
PARKING OUTSIDE OF LANE	\$15	\$30
RESERVED PARKING	\$50	\$100
ILLEGAL PARKING	\$25	\$50
EXPIRED METER	\$10	\$20
BUS AND BOAT/TRAILER	\$100	\$200

13. What was the range of penalties for tickets issued in 2013?

**Answer:** Refer to answer of #12.

14. What was the total number of unpaid tickets in 2013?

**Answer:** Refer to answer of #11.

15. What was the total number of unpaid tickets from 2010-2012?

**Answer:** Refer to answer of #11.

16. Number of persons assigned exclusively to issuing parking tickets?

**Answer:** Two people are exclusively assigned to issuing parking tickets.

17. Number of locations where persons who issue parking tickets report?

**Answer:** They report to one location, the Main Office located at 210A Scott Street.

18. Number of locations where parking tickets may be paid?

**Answer:** Parking tickets can be paid in person at the Main Office at 210A Scott Street. Parking tickets can also be paid at citation boxes, online via our current Operator's website, or via telephone.

19. What software program (database) do you currently use to track parking tickets?

**Answer:** The software system used by our current Operator is Clancy System.

20. How many people need access to the software?

**Answer:** That will be a determination of the provider with their system.

21. Do you mail delinquent violation notices? If yes, how many notices are currently required to be mailed by the Operator and what is the current notice schedule?

**Answer:** Yes. Two notices per unpaid citation as per State Law and City Code.

22. How do you currently obtain registered owner name and address information?

**Answer:** The City's Police Department personnel were providing this data to the Operator, but the City is interested in other methods that proposers have experience in.

23. Are you interested in outsourcing your data entry work (ticket entry and/or payment processing)?

**Answer:** No

24. Who is the Merchant of Record on the Pay Stations and Meters that accept Credit Cards?

**Answer:** 1<sup>st</sup> Data

25. Please provide the average percentage of Credit Card and Cash revenues over the last 12 months for the single space and multi-space meters.

**Answer:**

<i>% Credit Card</i>	<i>Paystations</i>	<i>IPS Meters</i>
<b>FY 2013</b>	<b>30%</b>	<b>26%</b>
<b>FY 2014</b>	<b>34%</b>	<b>25%</b>

<i>% Cash</i>	<i>Paystations</i>	<i>IPS Meters</i>
<b>FY 2013</b>	<b>70%</b>	<b>74%</b>
<b>FY 2014</b>	<b>66%</b>	<b>75%</b>

26. Are the Current IPS Meters part of a pilot program? If not, when were they installed?

**Answer:** No, they are not part of a Pilot program. 82 IPS meters were purchased by the City and installed in early fiscal year 2014. An additional 5 IPS meters are being purchased in the next couple of weeks with the plan to eventually replace all meters with IPS meters in the heavily trafficked areas.

27. Please provide current meter collection schedule.

**Answer:** As stated in the RFP, the collection of single space meters and pay stations are required to be done at least twice a week and before the meter is 95% full to ensure no downtime.

28. Does the City desire if a new Operator is chosen for current staff to be considered for employment? If so, please provide the current pay rates for hourly staff.

**Answer:** No, the current parking personnel are employed by our current provider.

29. Is there an independent adjudicator prior to an appeal going to Municipal Court?

**Answer:** No, the first level of appeal is the Parking Manager.

30. Is an outside adjudicator used for any part of the appeal process? If so, who pays this cost?

**Answer:** There is no outside adjudicator.

31. Are the single space and multi-space meters under warranty?

**Answer:** Pay Stations are currently under an extended warranty. IPS meters are still under a one year manufacturer warranty until September 30, 2014.

32. What is the City's current collection rate on the parking citations that are being issued?

**Answer:** 78.2%

33. What is the approximate revenue value of all unpaid parking citations that make up the City's existing backlog?

**Answer:** Refer to answer of #11.

34. Does the City currently issue warning tickets? If yes, what are the criteria/policy for issuing one?

**Answer:** No warning tickets are issued.

35. Does the current Operator have a dedicated money count room for all on-street revenue collected?

**Answer:** Yes

36. Please provide the last five years of the vendor's actual expenses by line item.

**Answer:**

Expenses					
Park Beaufort	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014
	(12/09-6/10)	(7/10-6/11)	(7/11-6/12)	(7/12-6/13)	(7/13-6/14)
Payroll	\$ 75,942.12	\$ 130,858.15	\$ 138,700.39	\$ 145,373.68	\$ 147,039.16
Operating Expenses	24,235.24	19,156.15	28,424.07	31,163.35	34,316.61
R&M	501.85	12,345.13	21,163.91	13,525.88	17,444.29
Insurance	13,817.79	23,746.14	24,161.70	23,484.39	20,754.95
Admin Expenses	27,591.00	62,552.34	67,114.10	65,439.95	77,694.57
Total Expenses	\$ 142,088.00	\$ 248,657.91	\$ 279,564.17	\$ 278,987.25	\$ 297,249.58

37. Please kindly provide the last five years' revenue by location (each lot as well as On-Street parking) by category (example: parking permits, meter revenue, citation revenues, etc.).

**Answer:**

Revenue					
Park Beaufort	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014
	(12/09-6/10)	(7/10-6/11)	(7/11-6/12)	(7/12-6/13)	(7/13-6/14)
Monthly Parking	\$ 13,439.62	\$ 28,445.00	\$ 33,395.00	\$ 36,662.50	\$ 38,409.11
Meter	111,295.90	134,307.92	166,769.88	141,354.42	161,204.65
Paystation Revenue	-	181,027.55	140,566.17	138,439.32	148,750.96
Validation	-	1,908.40	7,659.15	11,358.96	8,123.80
Violation	20,304.25	66,750.99	81,787.00	86,401.70	89,254.22
Boot Fee Income	-	-	850.00	150.00	-
Returned Check Fees	-	-	1,101.40	-	-
Total Expenses	\$ 145,039.77	\$ 412,439.86	\$ 432,128.60	\$ 414,366.90	\$ 445,742.74

38. Will the City maintain the Merchant Services account for credit card processing, or is this the responsibility of the parking Operator?

**Answer:** This is a responsibility of the parking Operator.

39. Will the City provide any historical data for parking revenues and citation collections?

**Answer:** Refer to answers of #11 and #38.

40. In lieu of the requested Bid Bond, will the City accept a company check in the amount of 5% of the total annual management fee?

**Answer:** As stipulated in the RFP, Section VIII (2) (ii) (j), a Bid Bond of 5% of the Management Fee is required. No other alternatives will be allowed.

41. Is the parking office on Scott Street provided to the parking Operator by the City? Or do parking Operators need to factor office rent into our budget?

**Answer:** Refer to answer of #4.

42. Besides the spare parts and inventory for meters and pay stations detailed in Exhibit 3, is there any other equipment (furniture, computers, vehicles, technology, etc.) that belongs to the City and would be available to the next parking Operator?

**Answer:** Refer to answer of #10.

43. From Section II. Specifications & Scope of Services (A,iii-page 6 of 33) related pre-employment drug testing. Does the City require a certain level of drug testing (i.e. 9 panel or more) and is the cost of both background checks and drug testing to be considered a company cost or a cost passed on to the City through normal and customary expenses?

**Answer:** The City is requiring the Operator to have their employees drug tested. The City currently uses a 5 panel test for their employees. As mentioned earlier, the Operator is responsible for all operating costs as the City receives the net revenue after all operating costs of the Operator are factored in. This includes the cost of both background checks and drug testing.

44. From Section II. Specifications & Scope of Services (A,v-page 7 of 33) regarding manager certification. Can the City be more specific in regards to the certification requirements?

**Answer:** Section A.v. states that the 'Manager shall be trained in the Company's corporate management training program and be certified by the Company as competent to perform the duties required by the position.' The Company certifies the competency of their Manager based on their corporate management criteria.

45. From Section VIII, Submission Requirements, (2, ii, g-Cost of Services Proposal page 15 of 33), regarding the cost of services proposal form. Is it the City's requirement to only accept the Cost of Services Proposal form for each year of the 5 year term or can proposers submit a 5 year line item budget in lieu of the Cost of Services Proposal form?

**Answer:** The form provided in the RFP is the required format for each year.

46. From Section VIII, Submission Requirements, (2, ii, g-Cost of Services Proposal page 15 of 33), regarding monthly management fee and incentive proposal. Request is to provide what percentage of all gross revenue would be charged as the monthly management fee but proposal form (exhibit 4) does not have an area to submit percentage. The form only allows for the annual cost to be submitted nor is there area to submit incentive proposal. How would the City prefer for these to be submitted?

**Answer:** For each of the five years, indicate the percentage for the management fee on the bottom of each page and identify as such. Those choosing to submit an incentive proposal should provide a separate "Cost of Services Proposal Form" for each of the five years, indicating at the top of the form "Incentive Proposal" The incentive proposal will outline revenue or operational cost savings sharing between the Company and the City resulting from the Company's improved and efficient management of the parking system. The incentive proposal may also identify additional services that the Company would provide the City resulting from increased revenues or operational cost savings.

47. From Section VIII, Submission Requirements, (2, X-Evaluation process and selection criteria page 17 of 33) per RFP, evaluation committee will make recommendation to City Manager of the lowest responsible bidder. Is City Manager responsible for final decision or City Council?

**Answer:** The recommendation of the Committee is provided to the City Manager, who presents that recommendation, upon his concurrence, to the City Council for approval and award. Therefore, the City Council makes the final decision to approve and award the contract. As stated in the RFP, "Offerors are specifically directed not to contact any other City personnel, including City Council members for meetings, conferences, or technical discussions related to this request unless otherwise stated in this RFP. Failure to adhere to this policy may be grounds for rejection of your proposal."

48. Can the City please provide a copy of the current management agreement between Beaufort and Lanier?

**Answer:** Please see attached Exhibit #5.

49. Can the City please provide a copy of the revenues and expenses for the last three years?

**Answer:** Refer to answers of #37 and #38.

50. Can the City please a copy of the current staffing schedule or staffing expectations?

**Answer:** Staffing schedule of the current provider includes one full time manager and one full time assistant manager working Monday through Friday, and 2 part time enforcement officers working Monday through Saturday. Proposers are to provide their staffing schedules that they believe will be sufficient to enforce and manage the Parking system.

51. Can the City please provide previous staffing expectations for special events such as the Shrimp Festival?

**Answer:** The current Operator provides the staff necessary to facilitate the entire parking process during the events. This includes directing vehicles for loading and unloading to avoid blocking streets; setting up cones; and facilitating everything necessary to make sure parking is expedient and compliant.

52. Is the current Operator's office space located on Scott Avenue provided by the City, privately leased or leased from the City? If leased from the City, what is the monthly rent?

**Answer:** Refer to answer #4

53. Since the Operator will be responsible for removing pay stations and meters during declared mandatory evacuations, please provide the following:
- a. History of declared mandatory evacuations for the past 5 years.
  - b. Steps the City takes prior to mandatory evacuations – i.e. timeframe between declaration of voluntary evacuation and mandatory evacuations. Required to determine if there is sufficient time allotted to safely remove and store the equipment.

**Answer:** There have been no declared mandatory evacuations during the past 5 years. The City has an Emergency Disaster Policy and Procedure. The City Manager authorizes the Emergency Operations Captain to administer, direct and monitor procedures. As part of that plan, the City follows an increased readiness plan with 5 stages that is coordinated with the County and the State Emergency Management Centers with OPGON I, the last stage, as the evacuation stage. During OPGON III, the City Manager or the Emergency Operations Captain notify all affected employees and outsourced vendors of the potential emergency. Personnel are in standby mode during this OPGON level. Once the State or County Emergency Management Center issue a full alert, OPGON II is put in place. This is the ready to implement stage and steps and procedures necessary to protect City assets are followed. Each department and outsourced service has their own plan at what steps need to be taken at each OPGON Level. The Emergency Operations Capitan will coordinate with the Operator to ensure that their procedures are updated and in place.

54. Does the current Operator utilize a computerized hand held ticket issuance system?

- a. If so please provide the name of the equipment and/or software provider,
- b. If so is the system interfaced with South Carolina DMV?
- c. Are there DMV holds issued for non-payment of violations?
- d. Is there a collections process for delinquent out of state license plates issued violations? If not, is there a backlog of unpaid violations and what is the amount currently owed the City?
- e. Including spares, how many hand held units are in use?

**Answer:** The Current operator uses the Clancy Systems Parking Citation machines, Samsung Galaxy Phones (2) that are leased monthly from Clancy systems. They do not utilize an interface with the South Carolina DMV or national DMV searches. They issue DMV holds for non-payment of violations when allowed by state or local governing authority. Their process for collections is the same for in state and out of state violators; utilizing notices. Out of State delinquent tickets are as follows:

<i><b>Parking Tickets Per Fiscal Year Out of State</b></i>	<i><b>Outstanding</b></i>
FY 2010 (December 2009 through June 30, 2010)	\$6,893.00
FY ending 2011	8,385.00
FY ending 2012	10,035.00
FY ending 2013	12,480.00
FY ending 2014	<u>17,895.00</u>
TOTAL	\$55,688.00

55. Are there any current validation programs between the City and the merchants on Bay Street?

**Answer:** During the holiday season between Thanksgiving and Christmas the City has historically provided incentive programs that enhance merchant activity. This program is coordinated through Main Street Beaufort. Merchants may request certain parking space(s) on specific days for a daily parking rate of \$10-\$15 per space. Rate is \$10 per space per day if space is used for service and delivery only. If space is used for a Special Event, rate is \$15 per space per day.

56. Are there any capital projects scheduled which may negatively impact parking revenues (e.g. street closures, sidewalk replacements, streetscape beautification)?

**Answer:** The only City capital projects on the 1-3 year plan that may impact parking revenues at the Marina Parking lot, are the projects related to the Transient Dock and Day Dock. At this time, there are no other planned City capital projects that would negatively impact parking revenues.

57. Please clarify that the total number of spaces is 398.

**Answer:** The correct number of parking spaces per street/lot including the number of meters and paystations are as follows:

<i>Street/Lot</i>	<i>IPS</i>	<i>POM</i>	<i>Paystation</i>	<i>Parking Spaces</i>
Bay	58	11	0	82
West	7	4	0	17
Port Republic	2	2	0	7
Craven	7	20	0	37
Charles	1	15	0	20
New Castle	0	4	0	8
Scott	10	0	0	10
Carteret	12	10	0	26
Saltus Lot	0	4	0	7
Marina	7	0	6	170
Scott Lot	0	0	1	28
Library Lot	0	0	2	19
Marina Playground	0	0	2	13
<b>TOTAL</b>	<b>104</b>	<b>70</b>	<b>11</b>	<b>444</b>

# Exhibit #5

## AGREEMENT FOR PARKING MANAGEMENT SERVICES BETWEEN THE CITY OF BEAUFORT REDEVELOPMENT COMMISSION AND LANIER PARKING METER SERVICES, INC.

**THIS AGREEMENT FOR PARKING MANAGEMENT SERVICES** (this "Agreement") is made and entered into this 5<sup>th</sup> day of November, 2009 (the "Effective Date"), by and between the **CITY OF BEAUFORT REDEVELOPMENT COMMISSION**, (the "Commission"), 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 Commission and the Company desire to enter into this Agreement for the Company to provide parking management and enforcement services (as defined in Article 2 of this Agreement) for 450 on and off street parking spaces in downtown Beaufort, South Carolina (the "Project") in accordance with the terms and conditions set forth 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 Commission 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 Beaufort, South Carolina (the "City"). In providing the Services to the Commission, 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 Commission 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 Commission and upon receipt by the Commission 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 Commission all parking management services specified in this Agreement, 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 Commission and in compliance with all Federal, State and local laws,

ordinances, and regulations. The Commission will unilaterally determine enforcement levels in accordance with its policies, and those of the City of Beaufort.

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

**2.1 Regularly Scheduled Services**

The Company will have available and upon request provide the Commission with a schedule listing all weekly staff assignments, including all enforcement beats. The Commission may require, in its sole discretion, adjustments to the weekly staffing levels during the term of this Agreement to meet the Commission's and City'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 Commission. 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  
Contact Telephone Number (843) 455-1720

In addition, the Commission 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  
(910) 619-1629 mobile

**2.3 Permanent Additions, Deletions and Changes to Services**

The Commission 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 Commission 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 Commission's request).

The Commission 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 Commission. When asking for such consent, the Company shall submit to the Commission 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 Commission. If the requirements of this Section 2.4 are met and the subcontractor is approved in writing by the Commission, 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 Commission, the Company will provide to the Commission 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 Commission 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 Commission, to assist and advise the Commission in the City'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 Commission 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 Commission 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 to the Commission a copy of a list of all key personnel involved with the Project. Additionally, the Company shall provide the Commission 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 Commission.

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

The Commission 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 Commission will have the right to require any additional personnel that the Commission 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 Commission's requirements.
- Providing consultation and advice to the Commission 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 Commission review and approval in advance of all Company expenditures in connection with the Services.
- Facilitating meetings and conferences between the Commission and the Company's executive staff when scheduled or requested by the Commission.
- 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 Commission 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 **Commission's Point of Contact**

The Commission's Chairman will, from time to time, designate a point of contact for all Services. The Commission's initial point of contact shall be **Scott Dadson, City Manager (the "Coordinator")**. The Coordinator will facilitate *the* flow of information between the Company and the Commission. 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 Commission's point of contact for all aspects of the Services, including contract administration and coordination with the Commission's Chairman, its staff and its membership.

#### **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:

**COMMISSION:**

Beaufort City Manager  
P.O. Box 1167  
Beaufort, SC 29901

**With a copy to:**

William B. Harvey, III, Esquire  
Harvey & Battey, P.A.  
P.O. Box 1107  
Beaufort, SC 29901

**Company:**

Lanier Parking Solutions, Inc. 2600 Harris Tower, 233 Peachtree Street NE,  
Atlanta, GA 30303  
Attn: Timothy J. Walsh, President Phone: (404) 881-6076  
Fax: (404) 881-1815  
Email: [twalsh@lanierparking.com](mailto:twalsh@lanierparking.com)

**With a copy to:**

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. Either party may terminate this agreement upon ninety (90) day written notice to the other.

#### **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 Commission. Except for these two expense areas, the Commission 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 Commission 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 Commission's Chairman. 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 in the amount of 7.5% of all Gross Revenue, as that term is hereinafter defined, from the Project (the "Management Fee"). The Management Fee shall be calculated and payable monthly based on Gross Revenue from the immediately preceding month. For purposes of this Section, "Gross Revenue" shall mean all revenues collected by the Company or the Commission (excluding all sales taxes or other charges required to be remitted to any governmental agency) related to the Project, including, but not limited to, Meter Revenue, Monthly Parking Revenue, Booting/Towing Revenue and Citation/Fine/Fee Revenue, pursuant to the provisions of this Agreement.

##### **7.2 *Cash Management:***

The Company shall deposit the Gross Revenue daily into its bank account to be held in trust for the Commission and deduct the Management Fee and monthly expenses incurred from the operation of the Project. On or before the 20<sup>th</sup> day of each month, the Company will give the Commission a statement for the preceding

calendar month setting out the Gross Revenue, Management Fee, and expenses for such month (the "Statement") together with:

- (a) A check for the net proceeds of the operation of the Project for such month after deduction of the Management Fee and expenses; or,
- (b) an invoice for any deficiency. The Commission shall pay such deficiency within ten (10) days after receipt of the Company's invoice. In the event the Commission fails to reimburse the Company within said ten (10) day period, and the Commission does not remedy such failure within five (5) days of receipt of written notice from the Company, then the Company shall have the right to terminate this Agreement with immediate effect.

**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 City for services. A budget shall be submitted annually by January 15 of each year, and approved in writing by the Commission 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 Commission 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 Commission budget. Expenses paid by the Company shall be reimbursed only if part of the Approved Budget or if approved in writing by the Commission. 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 Commission. 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 Commission, the Company shall provide to the Commission 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 Commission'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 Commission'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 the terms of this Agreement.

The Commission'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 Commission 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 Commission's expense, by an independent auditor selected by the Commission in its sole and absolute discretion.

## **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~~ <sup>ninety</sup> (90) days before the proposed date of termination. The notice shall specify the date upon which such termination becomes effective and the City 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 ether 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 Commission***

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

- a. The Company fails to provide the adequate level or quality of customer service as is required under this Agreement, as determined in the sole and absolute discretion of the Commission and such failure is not cured to the satisfaction of the Commission within thirty (30) days after the Company's receipt of written notice from the Commission 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 Commission 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 Commission, 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 Commission all equipment, materials, documents, or data, whether in written, graphic, machine readable or other form, supplied by the Commission or the City 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 Company shall promptly provide or return to the Commission all equipment, materials, documents, or data, whether in written, graphic, machine readable or other form, supplied by the Commission 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 Commission or 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 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. 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 Commission, and City and Commission 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 Commission, or any of the City and Commission 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 Commission and the City and authorized to conduct business in the State of South Carolina the following insurance listing the Commission 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.

Prior to the Effective Date and thereafter prior to the renewal date of such insurance, the Company shall deliver to the Commission 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 Commission. Upon request of the Commission, 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 Commission 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 Commission of the final disposition of such cases.

**12.2 Equal Opportunity**

The Commission and the City are 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 Commission and others.

As a condition of entering into this Agreement, the Company further agrees to: (a) promptly provide to the Commission all information and documentation that may be requested by the Commission from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the Commission or 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, a copy of which has been provided to the Company. The Commission or 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 and absolute responsibility for ensuring its employees have been trained in appropriate safety procedures in connection with providing services to the Commission. 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 Commission 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 Beaufort, 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 Commission 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 Commission will have the option of terminating this Agreement by written notice to the Company. The Company shall notify the Commission 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 City Facilities**

Arrangements for access to Commission or City facilities will be made between the City Manager 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 Commission for any re-keying as a result of such loss or misuse.

**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 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 Commission's prior written approval: (1) making any statement to the media or public regarding the subject matter of this Agreement or the Commission'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 Commission's sole and absolute judgment likely to cast doubt on the competence or integrity of the Commission or the Company. Failure to comply with this Article by the Company shall constitute a material breach and, without limiting any other remedies the Commission may have, shall entitle the Commission to terminate this Agreement for default.

**THIS AGREEMENT**, entered into by and between the Commission and the Company and as of the Effective Date for the Services set forth herein for the City of Beaufort, South Carolina.

**WITNESSES**

Ganett G. Mouiss

Executive Assistant

James M. Bellamy  
James M. Bellamy

**LANIER PARKING METER SERVICES, INC.**

BY: [Signature]

ITS: PRESIDENT

**BEAUFORT REDEVELOPMENT COMMISSION**

BY: [Signature]

ITS: CHAIRMAN

**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 City, (the "Designated Area"). Enforcement activities will include electronic ticketing and towing. The Commission or the City Council may adjust the geographic locations for enforcement activities in its sole discretion.
- b. Manage City-owned parking meters, paystations and any additional non-metered on street parking spaces designated by the <sup>DRC</sup>DRC. The City Council reserves the right to adjust the number of parking meters and spaces in his sole and absolute discretion.
- c. Issue residential parking permits.
- d. Establish designated patrol routes for Company enforcement officers.
- e. Respond to requests from the Commission to suspend or emphasize enforcement along certain roads or in certain areas. The Commission also reserves the right to temporarily suspend enforcement along any street, or in any zone, according to the needs of the City. The Commission 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 Commission, into an account authorized by the Commission.
- b. Download all data from its handheld computers on a daily basis.
- c. Ensure proper accountability and internal control of monies collected.
- d. Provide any periodic or special financial and operational reports as requested by the Commission.

- e. If requested by the Commission, provide capability to use debit cards, keys or similar devices at selected meter or paystation locations.

3. **Office Administration**

- a. The City will 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 in order to daily download data. The office must have a telephone and the number must be provided to the public and to the Commission.
- 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 City on the City's purchase of new parking equipment.
- e. Administer, if implemented, a Merchant Parking Validation Program or other such programs as directed by the Commission.

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 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 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 parking meters. The uniform will also have a clearly visible and readable name tag 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.).

5. **Training and Customer Service**

- a. Provide thorough training for enforcement and other personnel, including general information and directions to assist customers visiting the northern Beaufort County area.
- b. Respond in accordance with approved Commission guidelines and Article 15 of this Agreement regarding Company responses 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 Commission and the City in their efforts to inform the public about the Project
- 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 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 Commission for dissemination to customers.

6. **Installation and Maintenance**

- a. Advise the Commission in the purchase of all parking meters, paystations and poles necessary for the Project.
- 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.

7. **Safety**

Take adequate steps to ensure the safety 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.

8. **Special Events**

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.

9. **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 Commission, 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. Co-ordinate with the Commission and stay involved in the Commission's efforts to inform the public about the parking program.
- e. Provide consulting services to the Commission on its parking program without charge, provided that the consulting services do not require extraordinary expense to the Company.