

Park Activation Agreement (Food Truck Pilot)

THIS Pilot Park Activation Agreement ("Agreement") is effective as of the date of execution by and between the City of Myrtle Beach ("CITY"), a South Carolina municipality, and Trojan Cow, LLC, a South Carolina limited liability company ("Trojan Cow").

WHEREAS, the City of Myrtle Beach has invested millions of dollars over the years to develop and maintain a number of beautiful passive and active City parks; and

WHEREAS, the experience can also be diminished by unattended maintenance and/or cleanliness issues; and

WHEREAS, the experience of enjoying these beautiful parks is sometimes marred by the presence of individuals who are or seem to be engaged in illegal and/or unfriendly activity; and

WHEREAS, City Council has recently developed and implemented a more aggressive 'park activation' program; under the auspices of the City's Parks, Recreation, and Sports Tourism Department; and

WHEREAS, the food truck owner/operators have partnered with the City to make many of our festivals and special events more successful; and

WHEREAS, City Council desires to further the partnership with the food truck industry, and to enlist their assistance to further activate our larger City parks, in order to make these parks both cleaner and safer; and

WHEREAS, Trojan Cow has volunteered to coordinate a pilot project to further activate these City parks pursuant to this Agreement.

1. Purpose: Only food trucks with valid existing permits may participate in this pilot program. These food trucks will provide park surveillance services in exchange for the right to engage in normal business operations at the following active and passive City parks:

- a) Futrell Park
b) Bathsheba Bowens Park
c) Savannah's Playground
d) Myrtle's Market
e) Wither's Swash

2. Time frame and hours of operation:

- a. The pilot program shall cover the period from March – October.
b. During this period the goal of the pilot program is to provide a food truck at each park named above from 11:30 a.m. -1:30 p.m., and 6 p.m. – 8 p.m. for a minimum of two days per week.
c. Each food truck vendor may extend the minimum number of hours as availability and customer response dictates, but these hours may not be extended beyond the normal park hours.

- 1 d. With proper permitting, vendors may arrange special events with music,  
2 additional food trucks, and/or other forms of entertainment at times there are  
3 no previously scheduled events for that park. Normal park rental fess shall be  
4 waived for such purposes.  
5

6 **3. Duties and coordination of food truck vendors:**

- 7 a. Trojan Cow, LLC. will coordinate a rotating schedule of food truck vendors in  
8 each park to provide a variety of foods at each location.  
9 b. Each vendor will be responsible for providing receptacles for their own trash,  
10 and picking up after their customers.  
11 c. Prior to setting up for operations, and breaking down operations for the day,  
12 each vendor will perform a scan of the park to identify any unresolved  
13 maintenance issues requiring special attention. These issues will be resolved by  
14 the vendor if they can do so quickly, easily, and safely. At the vendors' sole  
15 discretion, they will notify the Parks, Recreation, and Sports Tourism  
16 Department or the Alert Crew (for afterhours services) if the needed  
17 maintenance activity requires more time, is more difficult to perform, or cannot  
18 be performed safely with the tools at hand.  
19 d. Vendors will immediately notify the Police Department of illegal, dangerous, or  
20 suspicious behavior/issues observed at the park:  
21 i. Each vendor will display a large A-Frame sign (provided by the City)  
22 indicating that the vendor is providing surveillance of the park on behalf  
23 of the Police Department.  
24 ii. The personal safety of each food truck vendor is paramount. Vendors  
25 are not expected to intervene if they observe illegal, dangerous, or  
26 suspicious behavior or activities. Instead the vendors will immediately  
27 call the Police Department.  
28 iii. The Police Department will provide training to each food truck vendor  
29 participating in the program.  
30

31 **4. Compensation:**

- 32 a. The food truck vendors will be compensated for their services through the right  
33 to sell food and drinks and in the City Parks. No other form of compensation is  
34 contemplated during this pilot program.  
35 b. The City will not compensate The Trojan Cow for its coordination services.  
36

37 **5. Acknowledgement of Pilot Program:**

- 38 a. Both parties recognize that this is a pilot, experimental program. Modifications  
39 to this Agreement are expected. Modifications as to compensation will require  
40 further City Council approval. The City Manager is hereby otherwise authorized  
41 to make modifications as to the scope of activities and scheduling in keeping  
42 with the intent of this Agreement.  
43 b. The Agreement may be discontinued at any time by seven days' written notice  
44 by either party to the other.  
45 c. Trojan Cow shall meet on a monthly basis with the City Manager's designee to  
46 assess the success, and challenges of this program. After a period on one year,  
47 both parties will assess the overall success of the program, and provide a joint  
48 report to City Council.

1 d. This Agreement may be revisited at any time if either party finds it desirable to  
2 do so.  
3

4 6. **Insurance Responsibilities.** Existing insurance coverages required for valid food truck permits  
5 are also deemed sufficient to cover the City's liability for this additional activity. No additional  
6 insurance is required. If, at any time a valid permit holder surrenders or loses their permit  
7 privileges, they shall also be ineligible to participate in this pilot program as well.  
8

9 7. **Governing Law.** This Agreement will be governed by and construed solely in accordance with  
10 the laws of the State of South Carolina.  
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12 IN WITNESS WHEREOF, the parties have signed this Agreement effective as of the date written above.  
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14 CITY of Myrtle Beach

TROJAN COW, LLC

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18 By: John Pedersen  
19 Title: CITY Manager

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By:  
Title: