

**SECOND AMENDMENTS TO AGREEMENT BETWEEN
THE TREASURER OF THE CITY OF ST. LOUIS, MISSOURI,
IN ITS CAPACITY AS PARKING SUPERVISOR,
THE PARKING COMMISSION OF THE CITY OF ST. LOUIS,
AND XEROX STATE & LOCAL SOLUTIONS, INC.
FOR
INTEGRATED PARKING MANAGEMENT SYSTEM**

This AMENDMENTS to the INTEGRATED PARKING MANAGEMENT SYSTEM AGREEMENT, effective as of this 19th day of January, 2015 (“**Effective Date**”), is made and entered into by THE TREASURER OF THE CITY OF ST. LOUIS, IN ITS CAPACITY AS PARKING SUPERVISOR, having its principal office at 1200 Market Street, Room 220, St. Louis, MO 63103 (“**Parking Supervisor**”), THE PARKING COMMISSION OF THE CITY OF ST. LOUIS (“**Commission**”) and XEROX STATE & LOCAL SOLUTIONS, INC., a New York corporation having offices at 12410 Milestone Center Drive, Fourth Floor, Germantown, MD, 20876 (“**Vendor**” or “**XEROX**”), each individually referred to as “**party**” and collectively as the “**parties.**”

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parking Supervisor, Commission, and XEROX hereby covenant and agree as follows:

1. Scope of Work Amendments.

a. The last paragraph on page 24 shall be amended to add the language set forth in italics below:

- Vendor will assume the lease for the facility used to operate the meter collection and maintenance, known and numbered as 5029 Northrup, St. Louis, Missouri 63110. A copy of the lease is attached hereto as **Exhibit B**. *The City will deduct the lease expense for the meter facility from the Xerox’s monthly invoice until the lease has been fully executed and becomes the responsibility of Xerox State and Local Solutions.*

2. Amendment to Representations and Warranties.

Under a. Vendor Representations and Warranties, item (vii) shall be amended as follows:

- (vii) Vendor will provide title to all parking meters and associated components listed and identified by Vendor when identified parking meters and associated components installed at City locations are accepted by the City ~~and payment is received by~~

~~Vendor for said parking meters and associated components from the City.~~ City's title to parking meters and associated components upon transfer will be free from all liens, encumbrances and claims of third parties.

3. Effect of Amendments. Except as amended hereby, the Agreement shall remain in full force and effect in accordance with its terms.
4. Execution in Counterparts. These Amendments may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.
5. Severability. The invalidity or unenforceability of any provision of these Amendments shall not render invalid or unenforceable the remaining provisions of this Amendment or the Agreement.

Parking Supervisor:

**THE TREASURER OF THE CITY OF ST. LOUIS,
IN ITS CAPACITY AS PARKING SUPERVISOR**

Authorized Signature

Tishaura O. Jones, Parking Supervisor

Date: _____

Commission:

THE PARKING COMMISSION OF THE CITY OF ST. LOUIS

Authorized Signature

Tishaura O. Jones, Parking Supervisor

Date: _____

Vendor:

XEROX STATE & LOCAL SOLUTIONS, INC.

Authorized Signature

Printed Name and Title

Date: _____