

**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. Effective Date Amendment. The Parking Supervisor, Commission, and Vendor entered into an Agreement for Integrated Parking Management System (“**Agreement**”), effective January 19, 2015. All parties desire to change the Effective Date of the Agreement from January 19, 2015 to February 1, 2015.

2. Scope of Work Amendments.

a. The third bullet-point on page 21 of the Agreement shall be amended to add the following language set forth in italics below:

Provide new single-space and multi-space meters for on-street enforcement of the City’s 7,700 metered spaces, *including lots controlled by the St. Louis Treasurer’s Office, including the Soulard Lot, Olive Street Lot, and the Greyhound Lot,* and transfer title to those meters to the City upon acceptance.

b. The last paragraph on page 26 shall be amended to add the language set forth in italics below:

The Parking Supervisor shall provide office space to the Vendor for its central service center at half of the standard market rate, which the standard market rate is currently \$3,607 per month. The Parking Supervisor shall have the right to raise rent for the office space based on the percentage increase in the Consumer Price Index as previously defined in this Exhibit A. *The City will deduct the lease expense for the central service center from the Xerox's monthly invoice until the lease has been fully executed and becomes the responsibility of Xerox State and Local Solutions.*

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: _____