

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 Agreement, including all attachments and Exhibits hereto (collectively, the “Agreement”) is made and is effective as of this 19th day of January, 2015 (“Effective Date”), by and between 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.”

RECITALS

WHEREAS, the Parking Supervisor issued a Request for Proposal (“RFP”) to provide an integrated parking management system encompassing parking enforcement technology and citation management in an effort to provide seamless, efficient, customer-friendly, and cost-effective parking operations for the City of St. Louis, Missouri (the “City”); and

WHEREAS, in response to the RFP, Vendor submitted a technical proposal dated November 22, 2013 to provide a complete integrated parking management system for the City; and

WHEREAS, Vendor represents that it has the present capacity and experience and is qualified to provide the services and perform all obligations provided in this Agreement; and

WHEREAS, Vendor is willing and able to provide the services and perform all obligations in accordance with the terms and conditions of this Agreement as an independent vendor; and

WHEREAS, Parkmobile USA, Inc. and Parkmobile Group B.V. will provide the services and perform the obligations related to accepting meter payments using a mobile app or by phone and will integrate with the parking management system for the City; and

WHEREAS, Parking Supervisor and Commission desire to engage XEROX and XEROX desires to accept such engagement to provide the IPMS (defined below) upon the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. DOCUMENTS AND DEFINITIONS:

A. Applicable Documents: The parties agree that the instruments and documents set forth below and attached to this Agreement are incorporated by reference and constitute and shall be referred to as the Contract Documents, and all of the Contract Documents shall constitute part of the Agreement.

The Vendor agrees to comply with all terms and conditions contained in the Agreement. In the event of a conflict between the terms and conditions set forth in this Agreement and any of the Contract Documents, the terms and conditions set forth in this Agreement shall control.

B. Definitions:

1. Acceptance: The term "Acceptance" shall mean written acceptance by the Parking Supervisor of the IPMS, IPMS components, performance or Related Services including reports, procedures and protocols as provided in this Agreement and Exhibit A. Written acceptance or documentation clearly listing any reasons for non-acceptance will be provided to the Vendor within sixty (60) days of the installation of meter and pay-station equipment. For billing purposes, written acceptance shall not be required for monthly invoicing of any services or equipment other than the initial provisioning of meters and pay-stations. Failure of Parking Supervisor to respond within sixty (60) days shall constitute acceptance.

2. Availability Level: The term "Availability Level" shall mean that percentage which is determined by dividing the total IPMS Operational Use Time for each month or portion of a month of Operation by the sum of the total IPMS Operational Use Time for that same period plus the total IPMS Failure Downtime less any downtime for scheduled maintenance or upgrades. This figure shall be multiplied by 100 to determine the percentage Availability Level.

3. Collection Agency: The term "Collection Agency" shall mean a person or entity retained by the Vendor to collect certain unpaid Parking Citations and associated costs or fees as specified in this Agreement and Exhibit A.

4. Contract Execution Date: The term "Contract Execution Date" shall mean the date upon which this Agreement is fully executed and a date is electronically affixed hereto.

5. Days: The term “Day(s)” shall mean calendar days and not business or working days, unless otherwise indicated.

6. Delinquency Notice: The term “Delinquency Notice” shall mean a notice sent by the Vendor to a Delinquent Payer for all license plates that have previously received an Overdue Notice.

7. Delinquent Payer: The term “Delinquent Payer” shall mean a person or entity who is the registered owner, via license plate registration, of a vehicle that has received a Parking Citation from the Parking Supervisor or his or her designee who fails or neglects to pay or otherwise resolve such Parking Citation according to law, necessitating the implementation of collection procedures by the Vendor.

8. Error Correction: The term “Error Correction” shall mean those emergency and unplanned actions taken to correct or fix the IPMS, including hardware or software anomalies, that negatively impact, diminish, disrupt or preclude Operation or Use of the IPMS.

9. Initial Term. The term “Initial Term” shall have the meaning set forth in Article 3.

10. Intended Use: The term “Intended Use” shall mean that the IPMS Software is able to execute all of the functions set out in this Agreement including all Contract Documents.

11. IPMS or System: The terms “IPMS” or “System” shall mean a complete, fully tested and integrated parking management system, including, but not limited to, all required equipment, hardware, software, communication networks, database management functions, report and recordkeeping functions, forms, report and notice generation functions, a Department of Motor Vehicle (“DMV”) interface, a fully compatible hand-held citation system, accounting functions, comprehensive collection functions, full Parking Supervisor network compatibility necessary to provide to the Parking Supervisor a fully tested, compatible reliable and satisfactorily integrated parking management system or to otherwise perform or provide all required services, products and functions specified in this Agreement.

12. IPMS Failure Downtime: The term “IPMS Failure Downtime” shall mean that amount of time, during Principal Hours, when the IPMS is not available for Operation or Use. Downtime shall be measured in hours and whole minutes.

13. IPMS Hardware: The term “IPMS Hardware” shall mean the hardware specified in this Agreement or in Exhibit A and all machines, processors, peripherals, couplers, cabling, wiring, operating system and other items comprising such hardware. Reference to the IPMS Hardware shall include one or more components thereof.

14. IPMS Hardware Specifications: The term “IPMS Hardware Specifications” shall mean the specifications set forth in this Agreement or in Exhibit A.

15. IPMS Operational Use Time: The term "IPMS Operational Use Time" shall mean the time during Principal Hours when the IPMS is available for its intended use by the Parking Supervisor. IPMS Operational Use Time shall be measured in hours and whole minutes.

16. IPMS Software: The term "IPMS Software" shall mean the software specified in this Agreement or in Exhibit A.

17. IPMS Software Specifications: As used herein, the term "IPMS Software Specifications" shall mean the specifications set forth in this Agreement or in Exhibit A.

18. Operation or Use: The term "Operations(s)" or "Use" shall mean the intended, ongoing operation of the IPMS in accordance with the terms, conditions, standards, specifications and requirements established herein for the efficient and productive use of the IPMS on behalf of the Parking Supervisor.

19. Overdue Parking Violation Notice: The term shall mean a notice sent to a Delinquent Payer by the Vendor.

20. Parking Citation: The term "Parking Citation" shall mean any citation issued by the Parking Supervisor for a parking infraction or other violation of any parking ordinance or regulation of the Parking Supervisor.

21. Principal Hours: The term "Principal Hours" shall mean twenty-four (24) hours a day, Monday through Sunday, including Parking Supervisor holidays, excluding scheduled maintenance. IPMS Operational Use Time plus IPMS Failure Downtime during any month of Operation shall equal the total of the Principal Hours for that same period.

22. Recovery from Catastrophic Failure: The term "Recovery from Catastrophic Failure" shall mean those corrective efforts undertaken at the computer site as a direct result of natural disaster, fire, flood or other catastrophic event which causes either disruption of the IPMS services to the end user(s) for an extended period of time or loss of data.

23. Related Services: The term "Related Services" shall mean all technical, operational, maintenance, training and support services necessary to provide to the Parking Supervisor and maintain a fully tested, compatible, reliable and satisfactorily Operating IPMS and to perform or provide all other services, products, functions or work of any nature required in this Agreement, including but not limited to collection services, which shall include mailing notices to delinquent accounts and may include outbound calling or credit bureau reporting.

24. Renewal Term: The term "Renewal Term" shall have the meaning set forth in Article 3.

25. Rental Letter: The term "Rental Letter" shall mean a notice sent by the Vendor to car rental companies whose vehicles are registered within eTIMS and have received Parking Citations.

26. **Reports:** The term "Reports" shall mean the presentation of IPMS performance and accomplishments during IPMS Operation in both electronic and hard copy format. Specific content requirements for each Report shall be as described in this Agreement and in Exhibit A.

27. **Seizure Notice:** The term "Seizure Notice" shall mean a notice sent by the Vendor to a Delinquent Payer, pursuant to applicable regulations.

28. **SubVendor:** The term "SubVendor" shall mean any entity contracting with or employed by the Vendor or a SubVendor of any tier to perform a portion of the work. Each SubVendor shall be approved by the Parking Supervisor. Notwithstanding Vendor's use of a SubVendor or the Parking Supervisor's approval of a SubVendor, Vendor shall be and remain responsible and liable for providing and performing all services that a SubVendor is engaged to provide. Vendor shall ensure that all payments it owes to any SubVendor are promptly paid within 15 days of payment from the City.

29. **Sweep Notice:** The term "Sweep Notice" shall mean a letter mailed to a Delinquent Payer by the Vendor.

30. **Vendor Marks.** The term "Vendor Marks" shall mean vehicle registrations placed on hold status with the Missouri DOR for non-payment of parking tickets and marked as "On Hold" on the eTIMS system.

31. **Term:** The term "Term" shall have the meaning set forth in Article 3.

32. **Terminal Uptime:** The term "Terminal Uptime" shall mean the aggregate of time, during Principal Hours each month, all terminals on the network are Operational and available for Operation or Use.

2. **Scope of Work:**

In consideration of the compensation to be paid to Vendor as provided in this Agreement, the Vendor shall perform or provide the specialized equipment, services, professional experience and expertise and other assistance and support specified in this Agreement and Exhibit A necessary to successfully implement and operate a complete, fully functional IPMS in the City including ongoing maintenance and repair of the IPMS as well as applicable manufacturers warranties. The Vendor's Scope of Work consists of all duties and undertakings detailed in this Agreement and in Exhibit A. All charges, fees and other costs attributable to a particular unpaid Parking Citation collected by or through the Vendor or any SubVendor(s) under this Agreement shall be immediately remitted to the Parking Supervisor and placed in Parking Supervisor accounts.

a. **IPMS Hardware and Software:** In addition to the IPMS and any other products or equipment that the Vendor must provide hereunder for the functional operation of the IPMS, the Vendor agrees to provide to the Parking Supervisor and maintain in good working order or promptly replace the IPMS Hardware and IPMS Software specified in Exhibit A.

b. Collection Procedures and Activities: The Vendor shall provide Collection Activities according to the methods and procedures set out in this Agreement and in Exhibit A.

3. Term and Termination.

a. Term. The term of this Agreement shall commence as of the Effective Date and shall continue for a period of five (5) years thereafter (“**Initial Term**”). The parties shall have the right, but not the obligation, to extend the term of this Agreement for one (1) additional period of five (5) years immediately following the expiration of the Initial Term (“**Renewal Term**” and collectively with the Initial Term, the “**Term**”). The parties may exercise the right to extend the term of this Agreement for the Renewal Term by the Parking Supervisor providing written notice to Vendor not less than sixty (60) days prior to the last day of the Initial Term, and the Vendor providing written acceptance of the Renewal Term within ten (10) days of receipt of written notification. The sixty (60) day prior notice requirement can be waived if Parking Supervisor waives such requirement in the renewal notice and such waiver is accepted by Vendor in the Vendor’s written acceptance. The Vendor shall transfer any remaining warranty to the Parking Supervisor at the end of the Initial Term if the Renewal Term is not executed. The Vendor shall transfer any remaining warranty to the Parking Supervisor at the conclusion of the Renewal Term, if applicable.

b. Termination. Either party shall have the right to terminate this Agreement at any time during the Term herein, upon providing sixty (60) days prior written notice to the other party, if: (i) City, state or federal statutes are amended, or regulations/ordinances adopted by agencies with jurisdiction, to prohibit or materially change the operation of parking and enforcement support systems so as to make it reasonably impractical to operate the program contemplated by the parties under this Agreement including, without limitation, changes that would prohibit such program, or which would impose restrictions on revenues and uses that are contrary to the terms of this Agreement; or (ii) the other party commits any material breach of or defaults on any of the provisions of this Agreement.

Notwithstanding the preceding paragraph, either party shall first have the right to remedy the default(s) within sixty (60) calendar days after receiving written notice from the non-defaulting party setting forth in reasonable detail a description of the breach(s) and the events of the cause for termination. In the event of a termination under this Section, Parking Supervisor shall be relieved of any further obligations to Vendor other than as specified herein. The rights to terminate the Agreement given under this Section shall be without prejudice to any other right or remedy of either party may have in respect of the breach of this Agreement; provided, however that any breach of the last sentence of section 1(b)(31) shall not be considered a breach or a default for purposes of this section.

c. Procedures Upon Termination. Except for any provisions of this Agreement which are expressly intended to survive termination of this Agreement or expiration of the Term, upon the termination of this Agreement or the expiration of the Term, Vendor shall use best efforts to support and continue providing the System in accordance with the terms of this Agreement for a period not to exceed six (6) months following the termination date or

expiration date of the Agreement (the “**Transition Period**”). During the Transition Period, Vendor shall support the City’s and Parking Supervisor’s transition into a new contractor’s integrated parking management system and Parking Supervisor will continue to compensate Vendor pursuant to the terms of this Agreement. Such support shall include but not be limited to the transfer of all relevant data, documentation and business rules in order to assist in the Parking Supervisor’s transition. During the Transition Period, Vendor shall continue to provide all services described in Section 4 and the license granted in Section 5 shall continue until the expiration of the Transition Period.

Upon expiration of the Transition Period, Vendor shall (i) immediately cease to provide all services including, but not limited to work in connection with the construction or installation activities and services in connection with the System; (ii) promptly deliver to the Parking Supervisor any and all proprietary property information of the Parking Supervisor provided to Vendor or developed by Vendor exclusively for Parking Supervisor pursuant to this Agreement; (iii) promptly deliver to the Parking Supervisor any final report(s) to the Parking Supervisor regarding the collection of data and the issuance of Notices of Infraction in such format and for such periods as the Parking Supervisor may reasonably request, and which final report Vendor shall update or supplement from time to time when and if additional data or information becomes available; (iv) provide Parking Supervisor all data pertaining to outstanding civil fee payments due and owing to Parking Supervisor and potential payments due to Vendor; (v) assign all contracts for SubVendors that Parking Supervisor request be assigned to it; and (vi) provide such assistance as the Parking Supervisor may reasonably request from time to time in connection with prosecuting and enforcing Notices of Infraction issued prior to the termination of this Agreement as prescribed herein.

Upon expiration of the Transition Period, the Parking Supervisor shall, except for pending enforcement cases, (i) immediately cease using the System, accessing the System and using any other intellectual property of Vendor; and (ii) promptly deliver to Vendor any and all intellectual property and/or proprietary information of Vendor provided to the Parking Supervisor pursuant to this Agreement.

Upon expiration of the Transition Period, Vendor shall remove any and all equipment owned by Vendor and installed in connection with Vendor’s performance of its obligations under this Agreement, except for general municipal improvements to the Parking Supervisor at no cost to Parking Supervisor unless otherwise addressed in this section. Parking Supervisor shall retain all equipment owned by Parking Supervisor or installed as fixtures in the City, and Parking Supervisor shall have the right to purchase any equipment from Vendor that it may need to continue with another parking contractor.

Upon any early termination of this Agreement, except a termination by Parking Supervisor pursuant to Section 3(b)(ii), Vendor shall be paid for: (i) all fees or other amounts due for work completed or partially completed prior to termination or expiration; (ii) direct costs incurred by Vendor and associated with terminated subcontracts; and (iii) unamortized costs on equipment, software, and materials and the installation or removal thereof that are leased, procured, or owned by Vendor or Vendor’s subcontractors and used by Vendor or Vendor’s subcontractors solely in the performance of the services for Parking Supervisor and any costs associated with leases and leasehold improvements entered into in connection with the project as

well as any costs, fees including license fees and other expenses incurred for Vendor support during the transition period.

Upon the termination of this Agreement due to the expiration of the Term, Vendor shall be paid for: (i) all fees or other amounts due for work completed or partially completed prior to termination or expiration including the transition period; and (ii) unamortized costs on equipment, software, and materials and the installation or removal thereof that are leased, procured, or owned by Vendor or Vendor's subcontractors and used by Vendor or Vendor's subcontractors solely in the performance of the services for Parking Supervisor and any costs associated with leases and leasehold improvements entered into in connection with the project; any costs, fees including license fees and other expenses incurred for Vendor support during the transition period.

4. **Services.** Vendor shall provide the System to the Parking Supervisor in accordance with the terms more fully described in the Statement of Work Exhibit A.

a. **Maintenance.** With respect to the maintenance of the System, the Parking Supervisor and Vendor shall have the respective rights and obligations set forth on Exhibit A attached hereto.

b. **Change Orders.** The Parking Supervisor may from time to time request changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice thereof to Vendor, setting forth in reasonable detail the proposed changes ("Change Order Notice"). Upon Vendor's receipt of a Change Order Notice, Vendor shall deliver a written statement describing the effect, if any, the proposed changes would have on the System ("Change Order Proposal"), which Change Order Proposal shall include (i) a detailed breakdown of the charge and schedule effects; (ii) a description of any resulting changes to the specifications and obligations of the parties; (iii) a schedule for the delivery and other performance obligations; and (iv) any other information relating to the proposed changes reasonably requested by the Parking Supervisor. Following the Parking Supervisor's receipt of the Change Order Proposal, the parties shall negotiate in good faith and agree to a plan and schedule for implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes. A final/complete agreement between parties will be memorialized and executed by both parties as the agreed upon change order ("Change Order"). Any failure of the parties to reach partial or complete agreement with respect to any proposed Change Order Proposal shall not be deemed to be a breach of this Agreement, and any disagreement shall be resolved in accordance with Section 13.

5. **License: Reservation of Rights.**

a. **License.** Subject to the terms and conditions of this Agreement, Vendor hereby grants the Parking Supervisor, and the Parking Supervisor hereby accepts from Vendor upon the terms and conditions herein specified, a limited, revocable, non-exclusive, non-transferable license during the Term to: (a) access and use the System for the sole purpose of reviewing infractions data and authorizing the issuance of notices of infraction pursuant to the terms of this Agreement, and to print copies of any content posted on the System in connection

therewith; and (b) all the services to be provided hereunder. This license shall not be revocable during the Term or the Transition Period. In addition, the Parking Supervisor is granted the ability to disclose to the public that Vendor is providing services to the Parking Supervisor in connection with the System pursuant to the terms of this Agreement, and use and display the Vendor Marks on or in marketing, public awareness or education, or other publications or materials relating to the Integrated Parking Management System and other Vendor provided services.

b. Reservation of Rights. The Parking Supervisor hereby acknowledges and agrees that: (a) Vendor is the sole and exclusive owner of the Vendor System, the Vendor Marks, all Intellectual Property arising from or relating to the Vendor System, and any and all related equipment provided under this Agreement unless otherwise provided in this Agreement; (b) the Parking Supervisor neither has nor makes any claim to any right, title or interest in any of the foregoing, except as specifically granted or authorized under this Agreement; and (c) by reason of the exercise of any such rights or interests of Parking Supervisor pursuant to this Agreement, the Parking Supervisor shall gain no additional right, title or interest therein.

c. Restricted Use. The Parking Supervisor hereby acknowledges and agrees that it shall not (a) make any modifications to the Vendor System, including but not limited to any equipment; (b) alter, remove or tamper with any Vendor Marks; (c) use any of the Vendor Marks in any way which might prejudice their distinctiveness, validity or the goodwill of Vendor therein; (d) use any trademarks or other marks other than the Vendor Marks or Parking Supervisor marks, in connection with the Parking Supervisor's use of the Vendor System pursuant to the terms of this Agreement without first obtaining the prior consent of Vendor; or (e) disassemble, de-compile or otherwise perform any type of reverse engineering to the Vendor System including, but not limited to, any equipment, or to any intellectual property or proprietary information of Vendor.

d. Protection of Rights. Vendor shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any intellectual property of Vendor including, without limitation, the filing of applications to register as trademarks in any jurisdiction any of the Vendor Marks, the filing of patent application for any of the intellectual property of Vendor, and making any other applications or filings with appropriate governmental authorities. The Parking Supervisor shall not, in its own name, make any registrations or filings with respect to any of the Vendor Marks or the intellectual property of Vendor without the prior written consent of Vendor.

e. Infringement. The Parking Supervisor shall use reasonable efforts to give Vendor prompt notice of any activities or threatened activities of any person of which it reasonably becomes aware that infringes the Vendor Marks or any of Vendor's intellectual property. Vendor shall have the exclusive right, but not the obligation, to take action to enforce such rights and to make settlements with respect thereto.

f. Infringing Use. The Parking Supervisor shall give Vendor prompt written notice of any action or claim action or claim, whether threatened or pending, against the Parking Supervisor alleging that the authorized use of Vendor Marks, or any other intellectual property of Vendor, infringes or violates any patent, trademark, copyright, trade secret or other

intellectual property of any other person; and the Parking Supervisor shall at Vendor's sole cost and expense render to Vendor such reasonable cooperation and assistance as is reasonably requested by Vendor in the defense thereof. If such a claim is made and Vendor determines, in the exercise of its sole discretion, or a court or administrative proceeding of competent jurisdiction determines, that an authorized use infringement may exist, Vendor shall have the right, but not the obligation, in its sole discretion, to either (i) procure for the Parking Supervisor the legal right to keep using the allegedly infringing items, (ii) modify them to avoid the alleged infringement, or (iii) replace them with non-infringing items, all at no cost and/or liability to the Parking Supervisor. In addition, in the event an authorized use infringement may exist and Vendor does not satisfactorily provide for one of the remedies set forth in subsections (i) – (iii) above, either party has the right, but not the obligation, to terminate this Agreement. The Parking Supervisor shall reimburse Vendor for any reasonable costs including, without limitation, attorneys fees and court costs, as well as Vendor staff costs, incurred in defending such actions or claims resulting from the Parking Supervisor's unauthorized use of Vendor Marks or any other intellectual property of Vendor.

6. Representations and Warranties.

a. Vendor Representations and Warranties. Vendor hereby warrants and represents that:

(i) it possesses all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder;

(ii) as of the date hereof, it has not entered into any agreements that would conflict with its obligations under this Agreement;

(iii) it possesses all necessary ownership rights, licenses, or other authority to supply, assemble, integrate, implement and operate the System in the City;

(iv) all services provided by Vendor pursuant to this Agreement shall be performed in a professional, timely and workmanlike manner, and in accordance with applicable law, rules and regulations including, but not limited to, all ordinances and regulations which address either the underlying purposes of the System or specific elements of the services to be rendered by the Vendor hereunder;

(v) as of the date of execution, there is no claim, litigation or proceeding pending or threatened against Vendor involving the System or any components of the System that would affect the City's operation of the System after delivery to and acceptance by the City;

(vi) the System and all components when initially provided by Vendor will not be subject to any lien, claim or encumbrance that would materially interfere with the operation of the System or with Parties rights or use therein;

(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.

b. Parking Supervisor Representations and Warranties. Parking Supervisor hereby warrants and represents that:

(i) it possesses all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder; and

(ii) and all services provided by the Parking Supervisor pursuant to this Agreement shall be performed in a professional and workmanlike manner.

c. Limitations. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

7. Compensation: All compensation due to the Vendor under this Agreement shall be determined as set forth on Exhibit A and paid to the Vendor on a monthly basis by the Parking Supervisor as set forth on Exhibit A attached hereto. The Vendor shall not physically retain or set off all or any portion of any monies received or obtained by or through the Vendor or any SubVendor(s) from Delinquent Payers through the Vendor's operation of the IPMS or its unpaid Parking Citation collection efforts hereunder.

8. Confidentiality. During the course of this Agreement, the parties may desire to and may exchange with or disclose to one another information and data that are confidential or proprietary to the disclosing party ("**Confidential Information**"). Such Confidential Information may but shall not be required to be marked by the disclosing party as "Confidential" or the like by an appropriate stamp or legend, or disclosed in such a fashion so as to give reasonable notice as to its proprietary nature. The recipient party agrees that it will use Confidential Information only in connection with the activity contemplated by this Agreement. Both parties agree that each will not disclose Confidential Information to non-employee third parties without the prior written consent of the disclosing party. Both parties recognize that the Parking Supervisor is subject to requests for public records and may have to disclose certain Confidential Information, as provided in Parking Supervisor's public records laws and public meetings law as same may be amended from time to time. In the event any Vendor Confidential Information is not exempt from disclosure under Parking Supervisor's public records laws and public meetings law, Parking Supervisor will provide Vendor notice to allow Vendor to assert Vendor's rights prior to the Parking Supervisor's release of Vendor Confidential Information. During the Term of this Agreement and for a period of three (3) years thereafter, neither party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information received from the other party during the Term of this Agreement, subject to the obligations and requirements of Parking Supervisor's public records laws and public meetings law. Upon termination of this Agreement or expiration of the term, each party shall return to the other all tangible Confidential Information of such party. Each party shall

retain in confidence and not disclose to any third party any Confidential Information without the other party's express written consent, except (a) to its employees who are reasonably required to have the Confidential Information; (b) to its agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential; and (c) pursuant to, and to the extent of, a request or order by any governmental authority, including laws relating to public records. The recipient party shall not be liable for any disclosure of such Confidential Information to others under the following conditions:

- a. After three (3) years from the termination or expiration of this Agreement; provided the recipient party has not improperly retained Confidential Information of the disclosing party;
- b. If the information is within, or later falls within, the public domain through no fault of recipient party;
- c. If the information is already lawfully known without restrictions by the recipient party prior to its disclosure by the disclosing party;
- d. If the information is legally obtainable without restriction from another source;
- e. If the recipient party independently develops the information without use of Confidential Information;
- f. If the information is approved for release or use by written authorization of the disclosing party; or
- g. Pursuant to, and to the extent of, a request or order by any governmental entity, including laws relating to public records after the recipient party provides notice to the disclosing party so the disclosing party has the opportunity to defend its rights to confidentiality.

9. Indemnification & Limitation of Liability

- a. **Indemnification.** The Vendor shall indemnify and hold harmless the Parking Supervisor and Commission and their elected and appointed officials, officers, employees, and agents from and against any damages, liabilities, charges, expenses and claims (including any suit or legal proceeding), including reasonable attorneys' fees, incurred by any of them and resulting from or related to Vendor's (i) negligent acts, errors, misconduct, or omissions, except to the extent such losses are from the negligence or misconduct of the Parking Supervisor or its employees or agents, and (ii) use of SubVendors and any claims of SubVendors against Parking Supervisor or the Commission, except to the extent such SubVendor claims are from the negligence or misconduct of the Parking Supervisor or its employees or agents.

b. Infringements. Vendor certifies that Vendor is unaware that the products, services and System to be furnished to the Parking Supervisor pursuant to this Agreement infringe on any valid patent, trademark, copyright, trade secret or other proprietary right. Vendor shall indemnify and hold harmless the Parking Supervisor and Commission and their elected and appointed officials, officers, employees, agents, and servants, from and against any damages, liabilities, charges, expenses and claims (including any suit or legal proceeding), including reasonable attorneys' fees, and the resulting losses, sustained by the Parking Supervisor arising out of or by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right relating to the System or Parking Supervisor's authorized use of products or services furnished pursuant to this Agreement. The Vendor will defend, at its sole cost and expense, with legal counsel reasonably acceptable to the Parking Supervisor and Commission, any claim brought against the Parking Supervisor or Commission for any infringement or claim of infringement described in this paragraph. Subject to the terms of Section 5, any infringement or claim of infringement described in this paragraph that renders all or any products or services furnished pursuant to this Agreement to be unusable, or materially affects the System, shall be grounds for termination of this Agreement.

Furthermore, Vendor assumes no liability, and shall have no liability, for any infringement claim for: (i) Parking Supervisor's use of any product after notice from Vendor that Parking Supervisor should cease use of such product due to an infringement claim; (ii) any unauthorized modification or use of a product by Parking Supervisor or Parking Supervisor's agent; (iii) Parking Supervisor's unauthorized combination of a product with non-Vendor programs, data, hardware, or other materials, provided that any usage or combination of a product with non-Vendor materials as described in this Agreement will be deemed to be an authorized use; (iv) Parking Supervisor's unauthorized use of Vendor's products in a way other than intended or directed by Vendor or as contemplated by this Agreement; or (v) any trademark infringement involving any marking or branding not authorized by Vendor or involving any marking or branding applied at Parking Supervisor's request or direction.

c. EXCEPT FOR THE FEES AND AMOUNTS EXPRESSLY DUE AND PAYABLE TO VENDOR HEREUNDER, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES OR OTHER CHARGES PAID BY PARKING SUPERVISOR TO XEROX DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM AND DURING THE PERIOD IN WHICH ANY CLAIM IS PENDING AND UNRESOLVED. UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS SET FORTH IN THIS SECTION 9(c)

SHALL NOT APPLY TO ANY CLAIMS, PENALTIES OR DAMAGE RELATING TO INTELLECTUAL PROPERTY INFRINGEMENT.

d. Notice of Claims. If the Parking Supervisor or Vendor receives notice of any claim the receiving party shall give written notice to the other party within thirty (30) days of receipt. The notice must include the following:

- (a) a description of the claim in reasonable detail;
- (b) the basis on which indemnification may be due

10. Assignments & Amendments. Neither party may assign, voluntarily or by operation of law, any of its rights or obligations under this Agreement without the prior written consent of the other party; provided, that either party may assign its rights and obligations under this Agreement to a corporate affiliate, or to an entity which acquires all or substantially all of the assets or voting stock of that party if such affiliate or entity can demonstrate to the reasonable satisfaction of the other party that it has the ability to fulfill the obligations of the assigning party under this Agreement. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.

11. Notices. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended and a copy sent to the remaining Notice recipients of the receiving party listed below, or by reputable overnight courier, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Vendor and the Parking Supervisor designate the following as the respective places for giving of notice:

Parking Supervisor The Treasurer
And Commission: City of St. Louis Treasurer's Office - City Hall
 1200 Market Street, Room 220
 St. Louis, MO 63102

AND

 The Treasurer
 City of St. Louis
 Chouteau Building
 133 S. 11th Street, Suite 530
 St. Louis, MO 63102
 Attn: Jared Boyd, Chief of Staff

With a copy to: Doreen Dodson, Esq.
 Polsinelli PC
 100 South Fourth Street, Suite 1000
 St. Louis, MO 63102

And

Vendor: XEROX State & Local Solutions, Inc. (XEROX)
Attn: Contracts
12410 Milestone Center Drive, Fourth Floor
Germantown, MD 20876
Phone: (301) 820-4222

12. **Audit Rights.** Each party hereto shall have the right to audit the books and records of the other party hereto (“**Audited Party**”) solely relating to and for the purpose of verifying the payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than seventy-two (72) hours’ prior notice to the Audited Party, at mutually convenient times, upon mutually agreed to terms and during the Audited Party’s normal business hours.

13. **Dispute Resolution.** Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (“**Dispute**”), the parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the parties shall deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to nonbinding mediation. Otherwise, each party shall have and may pursue all rights and remedies at law and in equity to resolve any such matters.

14. **Binding Parking Supervisor.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

15. **Waiver.** Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right contained herein, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.

16. **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law, except that this provision shall not be deemed to deprive any party of any legal remedy, including termination.

17. **Insurance.** XEROX shall carry commercial general liability insurance with a combined single limit for bodily injury and property damage in the amount of \$1,000,000 per

occurrence and \$2,000,000 general aggregate and shall include the Parking Supervisor and Commission as an additional insured except for claims caused by the negligent acts or omissions of Parking Supervisor. Such additional insured requirement may be met through a blanket additional insured basis. XEROX shall provide evidence of insurance in the form of a certificate of insurance to the Parking Supervisor. XEROX shall maintain workers' compensation insurance as required by applicable law. Evidence of worker's compensation insurance can also be provided via a standard certificate of insurance and upon written request.

18. **Governing Law.** Except as otherwise provided herein, this Agreement shall be governed by, interpreted, construed and enforced in accordance with, the laws of the State of Missouri, without regard to principles of conflict of laws. In no event may either party bring an action against the other party arising out of this Agreement more than one (1) year after becoming aware of the of the claim or cause of action.

19. **Extent of Agreement.** This Agreement including incorporated Schedules and Exhibits represent the entire and integrated agreement between the Parking Supervisor and the Vendor and supersedes all prior negotiations, representations or agreements, either written or oral.

20. **Force Majeure.** Neither party shall be liable for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control and that occur without its fault or negligence including without limitation, Acts of God (such as earthquake, fire, flood, hurricane, storm, epidemic, pandemic, quarantine, or other natural disaster or public health emergency); humanly-caused disasters war, rebellion, revolution, insurrection, war, invasion, hostilities (whether war is declared or not), terrorist activity, sabotage, or arson; failures or absence of electrical, telecommunications, Internet, or other infrastructure; the acts of civil, military, or other governmental authorities, such as judicial decisions, nationalization, government sanction, blockage, embargo, the declaration of martial law, or any other action or inaction of any government; labor dispute, strike, or lockout; or the errors, omissions, or defaults of third parties, and neither party will have the right to terminate this Agreement in such circumstances.

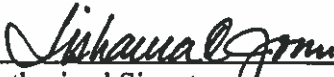
21. **Counterparts.** This Agreement may be executed in one or more counterparts and by signatures exchanged by fax or email, each of which shall be deemed an original and together shall constitute one binding agreement.

22. **Payment Terms.** Payments shall be due to the Vendor within thirty (30) days of receipt of an invoice in a mutually acceptable format. Written acceptance shall not be required for monthly billing purposes.

IN WITNESS WHEREOF, the undersigned individuals are authorized to executed this Agreement on behalf of Parking Supervisor and XEROX.


Parking Supervisor:

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


Authorized Signature
Tishaura O. Jones, Parking Supervisor
Date: 1/9/15

Commission:

THE PARKING COMMISSION OF THE CITY OF ST. LOUIS


Authorized Signature
Tishaura O. Jones, Parking Supervisor
Date: 1/9/15

Vendor:

XEROX STATE & LOCAL SOLUTIONS, INC.


Authorized Signature
Mark Talbot, SVP
Printed Name and Title
Date: 1/30/15

EXHIBIT A

SCOPE OF WORK

Citation Management:

- Process all parking tickets from issuance through disposition using Xerox's fully integrated Parking Ticket Information Management System known as eTIMS® .
 - Customers may pay parking tickets immediately after issuance.
 - Customers may pay parking tickets via phone, web, mobile, or in person.
 - Customers may search ticket information via web with their license plate number or ticket number.
- Field customer complaints related to parking enforcement (walk-in and by phone).
- Staff a parking violations bureau where customers are able to pay for parking violations in person.
- Provide software that allows the Parking Supervisor to audit and monitor ticket processing, run accounting reports, and perform other analytics. All reports shall be able to differentiate between Police and Treasurer's Office tickets.
- Provide all documents required to support the System and generate the reports necessary to enable the Parking Supervisor to review System performance.

Manage appeals of parking violations. Refer violators who are contesting their parking tickets to the Parking Violations Bureau (PVB). Refer administrative hearing appeals to the City 22nd Judicial Court. Assist the administrative adjudication support process by providing access to eTIMS®, scheduling the parking ticket appeals, and managing any supporting evidence submitted by customers in support of their appeals.

- Provide the ability to conduct adjudication on-line.
- Acquire vehicle owner information from State DMV agencies and other third party sources on behalf of the City. Authorizations may be required from the St. Louis Police Department to facilitate certain name and address acquisitions.
- Scan and index correspondence, documents and handwritten tickets for convenient online retrieval
- Provide delinquent ticket collection services, which may include the mailing of dunning notices, registration non-renewal processing with DOR, outbound calling (as approved

by the Parking Supervisor), booting, field noticing, related subcontracting, and other actions subject to the approval of the City Treasurer's Office.

Program Management:

- Develop and carry out an effective and efficient operations plan (“**Operations Plan**”) to deliver the Parking Citation processing and collection services (“**Core Primary Collection Services**”). The Operations Plan shall include the following elements:
 - Organization chart, position descriptions and staff roster for all personnel
 - Continual training program for all employees and subcontractor personnel
 - Plan for walk-in service center for payment and adjudication of violation citations
 - Detailed equipment inventory
 - Resource maintenance and support plan
- Designate an Operations manager who will be available on-site at a location approved by the Parking Supervisor during normal business hours to manage all services, supervise all employees and subcontractors, resolve disputes and serve as liaison to the Parking Supervisor.
- Provide an adequate number of qualified staff and non-personnel resources to operate the Core Primary Collection Services and the System, satisfy actual service demands, and fulfill the requirements of the Core Primary Collection Services and the System.
- Submit an annual performance report to the Parking Supervisor in a format determined by the Parking Supervisor.

Ticket Processing & Collections Compensation:

The Parking Supervisor shall pay the Vendor a unit-based processing fee for Core Primary Collection Services in accordance with the table below. There is no ticket minimum and no ticket minimum penalty. A contingency fee shall be payable to the contractor on all delinquent accounts paid. A “**delinquent account**” is defined as a parking violation ticket which is not paid before the expiration of 90 days after its issue date.

Core Primary Collection Services Fee by Year

Item	Unit Cost	Unit
Per Ticket Issued Fee	\$3.55	Per Ticket Issued
Contingency Fee	25%	Delinquent Revenue Collected

The following products & services are included in the per ticket issued fee:

- Thirty-five (35) units selected by the Parking Supervisor from the following: (a) Motorola handheld units and Zebra printers or (b) comparable and compatible one-piece Casio units, or if compatible (c) smartphones, of which the Vendor may use two for testing and training, and Vendor’s proprietary PocketPEO® at no additional cost. In the event that the parties exercise the five year option period, the Vendor will replace all handheld units and printers during the first six months of the option period at Vendor’s sole cost and expense.

At the conclusion of each yearly interval of this Agreement, the Vendor’s per ticket unit cost will be increased by an amount equal to the then applicable unit cost times the percentage increase (if any) in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Consumers (CPI-U) for the St. Louis area based on the last complete July 1 to June 30 period. In addition, the Parking Supervisor will reimburse the Vendor for the following actual costs incurred for the Core Primary Collection Services:

- Postage at bulk rate charges for Notice 1, Notice 2 and Notice 3. All other correspondence is included at no additional cost. The Parking Supervisor may require the Vendor to mail up to three (3) notices prior to the date of delinquency. The Vendor will investigate methods for using postcards, email notifications, and other methods of communication that will reduce mailing costs.
- Credit card discount fees for all parking ticket and meter payments, at Vendor’s cost.

The Vendor will bear all other operating costs incurred in providing the Core Primary Collection Services.

The Parking Supervisor shall pay the Vendor a percentage fee for collecting delinquent accounts in the amount of twenty-five percent (25%) of parking violation fines and late payment penalties collected by the Vendor with respect to delinquent accounts assigned to the Vendor for collection. This contingency fee shall not be applied to delinquent accounts fully pledged by law to other funds (e.g., the court administrative costs). For this purpose, a “**delinquent account**” is a parking violation ticket which is not paid before the expiration of 90 days after its issue date.

Meter Enforcement & Operations

Vendor shall:

- Provide meter services for the Parking Supervisor's entire inventory of parking meters, initially estimated to include at least 7,700 parking spaces.
- Be responsible for the day-to-day management and operation of all such parking meters and will have control of the meter inventory.
- Provide new single-space and multi-space meters for on-street enforcement of the City's 7,700 metered spaces and transfer title to those meters to the City upon acceptance.
 - Provide parking meters capable of dynamic pricing, demand-based pricing, and event parking.
 - Provide parking meters that have the ability to pay for parking with cash, mobile phone, credit card, or smart cards.
- The Vendor will charge the following rates for meter collection and maintenance:
 - \$14.44 for each space per month for meter collections costs;
 - \$99.65 per multi-space meter per month for meter maintenance costs;
 - \$20.35 per IPS single space meter per month for meter maintenance costs; and
 - \$0.52 per monthly Duncan single space meter per month for meter maintenance costs.
 - The Vendor will have the ability to raise the foregoing meter collection and maintenance rates 3.5% annually for the first five contract years. Thereafter, the vendor shall be entitled to increase the meter collection fees in an amount not to exceed the percentage increase in the CPI-U for the St. Louis area based on the last complete July 1 to June 30 period.
- Re-deploy parking meters to maximize effectiveness of operations.
- Deliver a full array of meter management services, including but not limited to parking meter installation, maintenance, repair and removal.

Collect all money from the meters and audit, safeguard, record, transport, deposit (with the City Treasurer's security provider), account for and report all meter revenues per the Parking Supervisor's specifications (e.g., method, frequency, routes and account). The Parking Supervisor will establish and maintain the merchant account for credit card fees incurred for parking meters. In the event the Parking Supervisor does not handle the merchant account by

which credit card fees for parking are incurred, the Vendor may choose to deposit meter revenues net of credit card discount fees in lieu of depositing on a gross basis and invoicing for said fees as a reimbursed cost.

- During collections, audit all meters, empty every canister and immediately report all broken, missing, defaced meters and all other meter faults and outages to the central dispatch unit
- Repair the meters, and maintain an accurate inventory of existing meters, meter vaults, collection routes, key controls, lock and key sets and other meter peripherals and other assets.
- As needed, re-key meter vaults, revamp collection routes and upgrade lock and key sets.
- Maintain adequate spare meter equipment and meter replacement parts on site to minimize service disruptions and ensure fast repair.
- Provide software that allows the Parking Supervisor to monitor meter performance on a real-time basis and track other analytics. The technology and software will also incorporate GIS of all on-street meter enforcement.
- Web-based Beat (enforcement) optimization recommendations
- Provide software that allows management of permit parking zones.
- Provide thirty-five units selected by the Parking Supervisor from the following: (a) (35) Motorola Ticket Issuance Devices (“TID”) and Zebra printers, or (b) comparable and comparable one-piece units, or if compatible (c) compatible smartphones equipped with PocketPEO® software that allow officers to conduct enforcement on handheld devices.
 - TID will be user-friendly and also contain software that allows officers to take pictures to support issuance of parking violations.
 - TID will have enforcement software which allows officers to detect vehicle permits and past parking infractions.
 - TID may also allow officers to clock-in/out during for enforcement and monitor officer productivity.
 - TID will allow parking enforcement officers to identify scofflaw vehicles.
- Provide, support, maintain and repair all TIDs (both hardware and software) that the Parking Supervisor purchases from the Vendor. Parking Supervisor shall reimburse for replacement parts and shipping to support repairs and temporary replacements for units not under warranty that occur as the result of gross negligence.
- Warrant all TID products and components against defects in materials and workmanship for a period of at least one (1) year from the date of final acceptance by the Parking

Supervisor of the products. Final acceptance shall occur upon written notification of acceptance by the Parking Supervisor or thirty days from delivery, whichever occurs first.

- Provide the Parking Supervisor with regular performance reports in a format, frequency and manner specified by the Supervisor.

Meter Equipment

All new single-space or multi-space equipment installed and subject to the terms of this agreement shall be procured through this agreement at the prices outlined below:

The Vendor shall provide Parkeon Strada pay-by-space multi-space equipment and IPS single-space networked parking meters for upgrading the STLTO on-street parking payment operation. This equipment will be provided at the following all inclusive per unit fixed price:

Item	Unit Cost*	Unit
Per Installed Parkeon Meter	\$ 5,761.90	Per Installed Meter
Per Installed IPS Meter	\$ 491.67	Per Installed Meter

* These unit prices are valid if exercised by December 31, 2017.

For block faces with new multi-space equipment, this pricing is based on the removal of the existing meters and poles. For paid parking spaces using the new networked single-space meters, the Vendor will coordinate the collections and removal of the existing meter mechanisms by the Parking Supervisor with the installation of the new units. The appropriation of funds for Meter Equipment is subject to the review and approval of the Board of Alderman of the City and any other required City approvals for the appropriation and expenditure of the funds contemplated in this Section.

Equipment orders will be placed through the following process:

The Parking Supervisor will submit a Task Order pursuant to this provision to the Vendor specifying the type and quantity of units being ordered and referencing the unit prices above. Vendor will sign the Task Order acknowledging receipt. The Task Order will be a Notice To Proceed and will specify the extended price of that Task Order.

Upon the execution of this agreement, the Vendor will be authorized to invoice the Parking Supervisor for all single-space and multi-space meter equipment installed in St. Louis during and since the conclusion of the pilot period established under the RFP released by the St. Louis Treasurer’s Office in October 2013 for Integrated Parking Management System.

Upon the execution of this agreement, the Vendor will be authorized to invoice the Parking Supervisor in an amount not to exceed \$10,000 for all credit card processing costs associated

with single-space and multi-space meter equipment installed during the pilot since the conclusion of the pilot period, August 1, 2014.

Other On-Street Parking Management Services

- Supervise a full array of public on-street non-metered parking programs, including residential, commercial, special event, and validation, as identified under this agreement. Additional parking programs may be added to this agreement through the execution of a mutually acceptable amendment.
- Operate a central dispatch function to expedite communications and responses among field technicians, supervisors and the office, coordinate field activities and deploy resources, and supervise the booting program to the extent authorized by the Parking Supervisor.
- Vendor will be responsible for maintaining and acquiring vehicles needed to operate on-street parking program. Based on mutual agreement of both parties, the Parking Supervisor will contribute 25% of pretax costs for acquiring new vehicles. Additionally, the Parking Supervisor will be responsible for purchasing any newly acquired vehicles at market value in the event Vendor ceases to perform services for the City of St. Louis.
- 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.

Booting Program

- Carry out the Parking Supervisor's booting program.
- Make the scofflaw list ("hot list") available to the booting crews electronically in real time following receipt of the original hot list in electronic format from Parking Supervisor or its designee.
- Provide vehicles and technology to support the Parking Supervisor's vehicle immobilization program. Provide three (3) vehicles and three (3) License Plate Reader (LPR) systems for booting and other parking enforcement personnel.
- The booting support technology shall be integrated with the parking violation management system to ensure that any relevant transactions, payments and other case dispositions update booting lists accurately and immediately.
- Provide all hardware, software, and communication components necessary to implement and maintain the software application that supports LPR functionality.
- Assume responsibility for the maintenance of software, hardware, and

communications equipment.

- Provide boots for habitual parking enforcement violations. Procure and maintain an adequate spare boot inventory to minimize service disruptions.

Optional Services

Vendor will offer optional services that could provide several additional features and additional technologies that add to the user experience and allow for more advanced parking management services. These options include the ability to display time purchased through mobile payment providers directly on the meter and vehicle detection sensors to facilitate parking guidance and feed occupancy data to the Dynamic Pricing Engine. These optional services may be updated during the Agreement and will not be implemented unless mutually agreed upon by both parties. In the event the parties agree to implement one of the following optional services, an amendment will be executed to memorialize the additional fees, negotiated and mutually agreed upon, that will apply for the added optional services.

- Integrate their technology with major vendors of off-street PARCS equipment
- Self release booting technology
- Outbound calling services (delinquent collections management)

St. Louis Responsibilities

- The Parking Supervisor agrees to:
 - Develop and maintain comprehensive parking enforcement laws, regulations and guidelines;
 - Provide the Vendor with documentation for all relevant parking laws, regulations and policies;
 - Maintain parking enforcement patrol beats which will include all regulated parking areas;
 - Hire, train and equip Parking Enforcement Officers (“PEOs”) to ensure effective parking enforcement coverage;
 - Maintain enforcement times that ensure acceptable traffic flow and space turnover;
 - Deliver to the Vendor all automated tickets issued by PEOs within one business day of issuance and all manual tickets from the Police Department, which shall be entered within two (2) business days; and
 - Continue to enforce the City’s parking laws and regulations diligently in accordance with practices prevailing in similar metropolitan areas and with such staff and facilities as the Parking Supervisor shall require, in his sole judgment, and as the City’s economic condition permits.
- The Parking Supervisor will consider recommendations offered by the Vendor to improve the on-street parking program, including changes in staffing levels, metered spaces, parking fees, parking violation fines and late payment penalties. The Parking Supervisor shall provide the Vendor with written notice of any change in any fine or penalty sufficiently in advance of the effective date of the change to allow the Vendor to implement the change.

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 Parking Supervisor shall provide City-owned motor vehicles presently assigned to the Parking Supervisor and utilized by the previous booting subcontractor, but the Vendor shall pay all operating costs (gas, oil, maintenance, repairs and insurance).
- The Parking Supervisor shall provide City-owned boots and license plate recognition systems presently utilized by the previous booting subcontractor to the Contractor.

EXHIBIT B

Lease for 5029 Northrup, St. Louis, MO

See Attached.