

AGREEMENT BETWEEN
THE CITY OF ST. LOUIS, MISSOURI, THROUGH THE TREASURER
IN HER CAPACITY AS PARKING SUPERVISOR,
AND HUDSON AND ASSOCIATES, LLC
FOR
ON STREET PARKING MANAGEMENT SYSTEM

This Agreement, including all attachments and Exhibits hereto (collectively, the “**Agreement**”) is made and is effective as of this ~~10th~~ day of April, 2020 (“**Effective Date**”), by and between THE CITY OF ST. LOUIS, THROUGH THE TREASURER IN HER CAPACITY AS PARKING SUPERVISOR, having its principal office at 1200 Market Street, Room 220, Saint Louis, Missouri 63103 (“**Parking Supervisor**”), and HUDSON AND ASSOCIATES, LLC, a Missouri limited liability company, having offices at 2229 Pine Street, Saint Louis, Missouri 63103 (“**Vendor**” or “**HUDSON**”), 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 on street parking management system, including, but not limited to, meter collections, parking meter maintenance, and Parking Violations Bureau administration, 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 April 2019 to provide on street parking management services 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.

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 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 unless the Contract Documents expressly provide otherwise.

B. Definitions:

1. **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.

2. **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.

3. **Service Date:** The term "Service Date" shall mean the date mutually agreed upon by the City and Vendor to begin providing the services set forth in this Agreement.

4. **Days:** The term "Day(s)" shall mean calendar days and not business or working days, unless otherwise indicated.

5. **Initial Term.** The term "Initial Term" shall have the meaning set forth in Article 3.

6. **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.

7. **Parking Violations Bureau:** The term "Parking Violations Bureau" or "PVB" shall mean the Parking Violations Bureau of the Parking Supervisor.

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

9. **SubVendor:** The term "SubVendor" shall mean any entity contracting with Vendor or employed by a SubVendor of any tier to perform a portion of the work to any individual SubVendor, or any number of SubVendors in the aggregate, where the amount work equals or exceeds thirty percent (30%) of the work to be performed by Vendor during any calendar year. The use of any SubVendor shall be approved by the Parking Supervisor in writing. 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, and Vendor shall be and remain responsible for any and all work performed by any SubVendor. Vendor shall ensure that all payments it owes to any SubVendor are promptly paid within 15 days of payment to Vendor from the City.

10. System: The term “System” shall mean a complete, fully tested on street parking management system, including, but not limited to, managing parking meters owned by the City, managing meter collections and compliance, operating the Parking Violations Bureau, and, to otherwise perform or provide all required services, products and functions specified in a written agreement between the City and EDC Corporation.

11. Ticket Processing System: The term “Ticket Processing System” shall mean the technology used to issue and process Parking Citations developed and operated by EDC Corporation as specified with their written agreement with the City.

12. Term: The term “Term” shall have the meaning set forth in Article 3.

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. 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. 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 three (3) years thereafter (“**Initial Term**”). The parties shall have the right, but not the obligation, to extend the term of this Agreement upon mutual agreement of Vendor and the Parking Supervisor, for two (2) additional periods of one (1) year 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 with written notice from the Parking Supervisor to Vendor not less than sixty (60) days prior to the last day of the Initial Term, or the then current Renewal Term, as applicable, 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 the Parking Supervisor waives such requirement in the renewal notice and such waiver is accepted by Vendor in the Vendor’s written acceptance.

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. Nothing set forth herein will give, or be interpreted as giving, either party the right to terminate this Agreement upon any change in administration in the City.

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(es) and the events of the cause for termination. In the event of a termination under this Section, the City and the 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 that either party may have in respect of the breach of this Agreement.

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 services in accordance with the terms of this Agreement, at a monthly amount not to exceed the then current monthly fee, 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, which must be established and agreed to by the parties in writing, Vendor shall support the City’s and Parking Supervisor’s transition to use of a new vendor to provide the services provided by Hudson under this Agreement, 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; (ii) promptly deliver to the Parking Supervisor any and all proprietary property information of the City and the Parking Supervisor which was provided to Vendor or developed by Vendor exclusively for the City and Parking Supervisor pursuant to this Agreement; (iii) promptly deliver to the Parking Supervisor any final report(s) 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 (vii) 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, 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 booting technology, phone systems, dispatch system, electronic tablets and devices used for field activities, 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. The Ticket Processing System will be provided to the Parking Supervisor by EDC Corporation ("**EDC**") pursuant to a written agreement between EDC and the City. Accordingly, Parking Supervisor and Vendor acknowledge and agree that Vendor is not responsible for the development, operation or maintenance of the Ticket Processing System, or for the technology being provided by the City that is described on Exhibit A.

a. **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, of the services being provided by Vendor under this Agreement ("**Change Order Proposal**"), which Change Order Proposal shall include (i) a detailed breakdown of the change

and scheduled 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 14.

5. License: Reservation of Rights.

a. License. Subject to the terms and conditions of this Agreement, (i) Vendor hereby grants the City, and the City hereby accepts from Vendor upon the terms and conditions herein specified, a limited, revocable, non-exclusive, non-transferable license during the Term to all the services to be provided hereunder, and (ii) City agrees that its agreement with EDC will contain a provision which grants Vendor a limited, revocable, non-exclusive, non-transferable license during the Term to use the Ticket Processing System, upon the terms and conditions specified in such agreement. Neither license shall be revocable during the Term or any Transition Period.

b. Restricted Use. The Parking Supervisor hereby acknowledges and agrees that it shall not use any trademarks or other marks of Vendor without first obtaining the prior consent of Vendor.

c. 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 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 intellectual property of Vendor without the prior written consent of Vendor.

d. 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 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.

6. 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 or City alleging that the authorized use of any intellectual property of Vendor, infringes or violates any patent, trademark, copyright, trade secret or other intellectual property of any other person, 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 City and 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 acceptable to the City and Parking Supervisor, all at no cost and/or liability to the City or 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 any intellectual property of Vendor.

7. 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; and

(iii) 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 the specific elements of the services to be rendered by the Vendor hereunder.

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, timely and workmanlike manner, and in accordance with applicable law, rules and regulations.

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

8. 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. Payments shall be due to the Vendor within thirty (30) days of receipt of an invoice in a mutually acceptable format. Vendor may be entitled to the first monthly payment on the Service Date, but all subsequent payments will be made within thirty (30) days of receipt of an invoice in a mutually acceptable format. Written acceptance shall not be required for monthly billing purposes. 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 unpaid Parking Citation collection efforts hereunder. Notwithstanding anything to the contrary, the City shall not be obligated to expend any general revenue funds for any purpose hereunder. All financial liabilities of the City and Parking Supervisor hereunder are limited to parking revenues generated hereunder.

9. **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, or as required by law. Both parties agree that each will not disclose Confidential Information to third parties without the prior written consent of the disclosing party unless required by law. All parties recognize that the Parking Supervisor is subject to requests for public records and may have to disclose certain information even though it is labelled "Confidential Information," as provided in public records laws and public meetings laws as same may be amended from time to time. In the event any Vendor Confidential Information is not exempt from disclosure under public records laws and public meetings laws, Parking Supervisor will provide Vendor reasonable notice of the required disclosure 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 without providing the other party notice and an opportunity to object, unless disclosure is required by law, including the requirements of public records laws and public meetings laws. Upon termination of this Agreement or expiration of the term, each party shall return to the other all tangible Confidential Information of such party, unless otherwise required by municipal record retention law in Missouri as set forth in the Revised Statutes of Missouri, including Chapter 109 of the same. The recipient party shall not be liable for any disclosure of such Confidential Information to others under the following conditions:

- a. If the information is within, or later falls within, the public domain through no fault of recipient party;
- b. If the information is already lawfully known without restrictions by the recipient party prior to its disclosure by the disclosing party;
- c. If the information is legally obtainable without restriction from another source;

- d. If the recipient party independently develops the information without use of Confidential Information;
- e. If the information is approved for release or use by written authorization of the disclosing party; or
- f. 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.

10. Indemnification & Limitation of Liability

a. Indemnification. The Vendor shall indemnify and hold harmless the City and Parking Supervisor 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 or any SubVendor's negligent acts, errors, misconduct, or omissions, except to the extent such losses are from the negligence or misconduct of the Parking Supervisor or her respective employees or agents.

b. Infringements. Vendor certifies that Vendor is unaware that the products and services to be furnished to the City and 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 City and Parking Supervisor 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 City or 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 authorized use of products or services furnished pursuant to this Agreement by the City or Parking Supervisor. The Vendor will defend, at its sole cost and expense, with legal counsel reasonably acceptable to the City, any claim brought against the City or Parking Supervisor 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 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 marketing 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 VENDOR 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 10(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; and
- (b) the basis on which indemnification may be due.

11. 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. 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.

12. 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
City of St. Louis Treasurer's Office - City Hall
1200 Market Street, Room 220
St. Louis, MO 63103

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:

Elizabeth Gross, Esq.
Polsinelli PC
100 South Fourth Street, Suite 1000
St. Louis, MO 63102

and

Vendor: Hudson and Associates, LLC
Attn: Shelia Hudson
2229 Pine Street
Saint Louis, Missouri 63103

With a copy to: Cheryl D. S. Walker, Esq.
Riley Safer Holmes & Cancila, LLP
70 West Madison Avenue, Suite 2900
Chicago, Illinois 60602

13. Audit Rights. Each party hereto shall have the right to audit the books and records of the other party hereto, and in the case of an audit of Vendor, shall also include SubVendors (“**Audited Party**”) solely relating to and for the purpose of verifying the payments, if any, payable pursuant to this Agreement and performing any reconciliation of such payments, as deemed necessary by a party. 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.

14. 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. 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. Nothing in this provision, or any provision of this Agreement, is meant to waive any claim of sovereign immunity afforded by statute or law to City or Parking Supervisor.

15. Binding. 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.

16. **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.

17. **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.

18. **Insurance.** Vendor 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 City and Parking Supervisor as additional insureds. Vendor shall provide evidence of insurance in the form of a certificate of insurance to the Parking Supervisor. Vendor 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.

19. **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.

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

21. **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, 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. In the event force majeure lasts more than 180 days, either party may terminate this Agreement without liability or payment of a premium or penalty, *provided, however*, that Vendor shall be paid any and all amounts otherwise due hereunder.

22. **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.

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IN WITNESS WHEREOF, the undersigned individuals are authorized to execute this Agreement on behalf of the City and HUDSON.

Vendor:

HUDSON AND ASSOCIATES, LLC



Authorized Signature

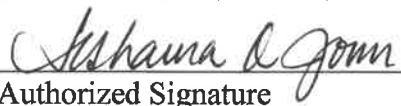


Printed Name and Title

Date: 4/10/2020

Parking Supervisor:

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



Authorized Signature

Tishaura O. Jones, Parking Supervisor

Date: 4/10/2020

EXHIBIT A

SCOPE OF WORK AND COMPENSATION

I. Hudson Responsibilities

Citation Management

- Work with EDC who will process all parking tickets from issuance through disposition using EDC's fully integrated Parking Ticket Processing System known as "AIMS®". It is understood that:
 - 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.
- Use AIMS software 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.
- 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 proper court. Assist the administrative adjudication support process by providing access to AIMS®, scheduling the parking ticket appeals, and managing any supporting evidence submitted by customers in support of their appeals. It is understood and agreed that Hudson will only be responsible for those who call or walk-in to the PVB. All others will be handled by EDC, including through use of AIMS® which will have a feature as well for citizens to contest tickets.

Scan and index correspondence, documents and handwritten tickets for convenient online retrieval in the AIMS system.

- Booting program

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, satisfy actual service demands, and fulfill the requirements of the Core Primary Collection Services.
- Submit an annual performance report to the Parking Supervisor in a format determined by the Parking Supervisor.
- Provide IVR Phone System

Ticket Processing & Collections Compensation

The Parking Supervisor shall pay the Vendor **\$636,686.00** per year, in equal monthly installments, for Core Primary Collection Services (the "Core Primary Collection Services Fees").

The Vendor shall be entitled to increase the Core Primary Collection Services Fees in an amount not to exceed the percentage increase in the CPI-U for the St. Louis area during the 12-month period beginning January 1 of the year before the year in which such amount is calculated and ending the following December 31st. It is agreed that there will be no more than one such increase per twelve-month period.

Meter Enforcement & Operations

Vendor shall:

- Be responsible for the day-to-day management, operation, collection and maintenance of all parking meters and multi-space meters for on street enforcement, provide day-to-day management of all such meters, and will have control of the meter inventory.
- The Parking Supervisor will pay Vendor **\$1,710,059.00** per year, in equal monthly installments to perform meter management, operation, collection and maintenance services (the “Meter Operations Services Fees”).
 - The Vendor will have the ability to raise the Meter Operations Services Fees 3.5% annually for the first three years of the Term. Thereafter, the Vendor shall be entitled to increase such fees in an amount not to exceed the percentage increase in the CPI-U for the St. Louis area during the 12-month period beginning January 1 of the year before the year in which such amount is calculated and ending the following December 31st.
- Re-deploy parking meters from available inventory 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), all meter revenues per the Parking Supervisor’s specifications (e.g., method, frequency, routes and account). The Parking Supervisor will manage meter revenue reports for control purposes. The Parking Supervisor will also establish and maintain the merchant account for credit card fees incurred for parking meters.
- 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 the Parking Supervisor with regular performance reports in a format, frequency and manner specified by the Parking Supervisor.

Meter Equipment

Vendor is not responsible for any of the meter equipment, except as expressly described below:

- Vendor is responsible for maintaining, but not purchasing, spare parts and inventory for meter equipment. Vendor will report all inventory needs to the Parking Supervisor, and request that the Parking Supervisor purchase such inventory needs. The Parking Supervisor will promptly make such purchases and have the same delivered to Vendor.

Other On-Street Parking Management Services

- 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 for seventy-five percent of the Blue Book value of such vehicles.
- Vendor will assume the lease for the facility used to operate the meter collection and maintenance services. A copy of the lease is attached hereto as Exhibit C.

Booting Program

- Carry out the Parking Supervisor's booting program.
- 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.
- 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.

EXCLUSIONS

For avoidance of doubt, the following are excluded from purchases responsible by Vendor:

- Parking meters and multi-space meter pay stations
- spare parts, including meter batteries
- new parking meter technology
- communications between meters and back-end systems, whether wireless or otherwise
- special parts (including coin cannisters, solar panels, meter carts, paint, signage, poles, pole caps, base plates/brackets, meter keys and locks, space markers and decals, unique meter and/or pay station parts and body units)
- decorative stones/bricks and concrete
- credit card payment device machines in person
- integration systems
- handheld devices used for enforcement
- hardware, software or other devices or technologies necessary to ensure that PVB is a payment card industry (“PCI”) compliant operation
- cashier system
- PVB site computers
- reproduction of parking tickets and boot forms (Parking Enforcement Officers, Park Rangers, Police)
- collateral documents such as collateral deposit slips
- all other items to be provided by the Parking Supervisor and/or EDC.

II. City Responsibilities

- The Parking Supervisor agrees to:
 - Develop and maintain comprehensive parking enforcement 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 manual tickets from the Police Department, which shall be entered within two (2) business days; and
 - Provide access to AIMS so that there is real-time reporting and connectivity with respect to the parking management software, parking meters, multi-space meters and enforcement technology, including handheld devices, and all other relevant portions of the Ticket Processing System.
 - Parking Violations Bureau Location
 - computers,
 - internet and wireless connectivity set up
 - cashier system
 - server equipment
 - all equipment, devices, software, hardware necessary to ensure PVB is set up as a PCI compliant operation.
 - Fifty percent (50%) all return merchandise authorization (“RMA”) charges and expenses associated with shipping parking meters and multi-space meters for repair
 - Meter cannisters
 - Parking meters capable of dynamic pricing, demand-based pricing, and event parking.
 - Parking meters that have the ability to pay for parking with cash, mobile phone, credit card, or smart cards.

- 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.
- 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 following the expiration of the Initial Term based on the percentage increase in the Consumer Price Index as previously defined in this Exhibit A.

Exhibit B

Direct Expenses

In addition to payment of the Core Primary Collection Services Fees and the Meter Operations Services Fees, the City, acting through the Parking Supervisor, will directly purchase the following items in conjunction with parking operations (“Direct Expenses”):

- Fifty percent (50%) RMA charges and expenses and special meter inventory shipment costs
- canisters and coin canisters
- meter carts
- paint
- signs/signage
- poles
- pole caps
- base plates/brackets
- meter keys and locks
- space markers and decals
- miscellaneous meter and multi space meter inventory parts, pins, and screws
- decorative stones/brick and concrete
- boot forms and documents
- collateral documents, including by way of example, but not of limitation, all enforcement tickets, and cashier deposit slips
- Meter/ Pay station batteries

The City shall retain ownership of all supplies and materials it purchases.

Exhibit C

PVB Lease

EXHIBIT D

STATE OF Missouri)
) SS.
COUNTY OF City of St. Louis)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared _____ who, by me being duly sworn, deposed as follows:

My name is _____, I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the _____. (**Contractor**)

I have the legal authority to make the following assertions:

1. _____ (**Contractor**) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with this Agreement, as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, _____ (**Contractor**) does not knowingly employ any person who is an unauthorized alien in connection with this Agreement.

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this ____ day of _____, 2020.

Notary Public

My Commission Expires:

EXHIBIT E

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE COMPLIANCE PROVISIONS: This contract is subject to the St. Louis Living Wage Ordinance 65597 and the Regulations associated therewith, copies of which are attached hereto and incorporated herein by this reference. The Ordinance and Regulations require the following compliance measures, and Contractor hereby agrees to comply with these measures:

1. **Minimum Compensation:** Contractor hereby agrees to pay an initial hourly wage to each employee performing services related to this contract in an amount no less than the amount stated on the attached Living Wage Bulletin. The initial rate shall be adjusted each year no later than April 1, and Contractor hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Bulletin at the time the Bulletin is issued.
2. **Notification:** Contractor shall provide the Living Wage Bulletin to all employees, together with a “Notice of Coverage”, in English, Spanish, and other languages spoken by a significant number of the Contractor’s employees within thirty (30) days of contract execution for existing employees and within thirty (30) days of employment for new employees.
3. **Posting:** Contractor shall post the Living Wage Bulletin, together with a “Notice of Coverage”, in English, Spanish, and other languages spoken by a significant number of the Contractor’s employees, in a prominent place in a communal area of each worksite covered by the Contract.
4. **Subcontractors—Service Contracts:** Contractor hereby agrees to require Subcontractors, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Subcontractors. Contractor shall include these Living Wage Compliance Provisions in any contract with such Subcontractors.
5. **Term of Compliance—Service Contracts:** Contractor hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for as long as work related to this contract is being performed by Contractor’s employees, and to submit the reports required by the Regulations for each calendar year or portion thereof during which such work is performed.
6. **Reporting:** Contractor shall provide the Annual Reports and attachments required by the Ordinance and Regulations.
7. **Penalties:** Contractor acknowledges and agrees that failure to comply with any provision of the Ordinance and/or Regulations and/or providing false information may result in the imposition of penalties specified in the Ordinance and/or Regulations, which penalties, as provided in the Ordinance and Regulations, may include, without limitation, per order of the City Compliance Official, the following:
 - Suspension and/or termination of the contract, subcontract, lease, concession agreement or financial assistance agreement by the City.
 - Forfeiture and repayment of any or all of the financial assistance awarded by the City of St. Louis.
 - Barring the Contractor or CFAR from eligibility for future City contracts and/or financial assistance until all ordered relief has been made or paid in full.
 - Liquidated damages payable to the City of St. Louis in the amount of \$500 for each week, or part thereof, that an employee has not been provided wages and benefits in accordance with the Living Wage Ordinance. Each weekly violation

shall constitute a separate violation of the Ordinance and must be demonstrated separately.

ST. LOUIS LIVING WAGE ORDINANCE

NOTICE OF ST. LOUIS LIVING WAGE RATES

**NOTICE TO EMPLOYEES CITY OF ST. LOUIS
LIVING WAGE ORDINANCE**

NOTICE OF ST. LOUIS LIVING WAGE RATES EFFECTIVE APRIL 1, 2020

In accordance with Ordinance No. 65597, the St. Louis Living Wage Ordinance (“Ordinance”) and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is \$13.57 per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are not provided to the employee, the living wage rate is \$18.05 per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: \$4.48 per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of APRIL 1, 2020. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at <http://www.flystl.com/bdd> or obtained from:

City Compliance Official c/o St. Louis Airport Authority St. Louis, Missouri (314) 426-8111

EXHIBIT F

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (MBE/WBE) PARTICIPATION

It is the policy of the City of St. Louis to ensure maximum utilization of minority and women's business enterprises in contracting and the provision of goods and services to the City, its Departments, agencies and authorized representative and to all entities receiving City funds or city-administered government funds while at the same time maintaining the quality of goods and services provided to the City and its sub-recipients through the competitive bidding process. The provision of this Policy shall apply to all contracts awarded by the City, its Departments and agencies and to all recipients of City funds or City-administered government funds and shall be liberally construed for the accomplishments of its policies and purposes. Below is a summary of the current mayoral executive order on utilization of MBE and WBE enterprises.

In May of 2018, the Board of Aldermen approved and the Mayor signed Board Bill Number 270 to be enacted; such Board Bill supersedes the Mayor's executive order. From and after the adoption of policies and procedures governing the implementation of Board Bill Number 270, the terms of such Board Bill shall apply to and be incorporated into the City's guiding principles governing this Agreement.

1. Definitions: As used in this requirement, "Minority Business Enterprise" or "MBE" and "Women Business Enterprise" or "WBE" are defined as follows:
 - a. "Minority Business Enterprise" or "MBE" means a small business concern as defined in Small Business Act, 15 U.S. C., as amended that is 51 percent owned by a minority or, in the case of a corporation, at least 51 percent of the stock of which is owned by one or more individuals who are minorities; and whose management and daily business operation are conducted by one or more individuals who are Asian American, African American, Hispanic American or Native American and located in the St. Louis Metropolitan Area.
 - b. Women Business Enterprise" or "WBE" means a small business concern as defined in the Small Business Act, 15 U.S.C., as amended that is 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more individuals that are women.
2. Goal: A goal of not less than 25% MBE and 5% WBE utilization has been established in connection with this contract. This goal is based on the original contract amount and remains in effect throughout the term of this Agreement. If an award of this contract is made and the MBE/WBE participation is less than the contract goal, the Contractor shall continue good faith efforts throughout the term of this contract to increase MBE/WBE participation and to meet the contract goals.
3. Obligation: The Contractor agrees to take all reasonable steps necessary to ensure that MBEs/WBEs have a maximum opportunity to participate in contracts and subcontracts. The

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award or in the performance of contracts.

4. Eligibility: Contractor should contact the City of St. Louis DBE Program Office to obtain a list of eligible MBEs/WBEs and to determine the eligibility of the MBE/WBE firms it intends to utilize in this contract.
5. Counting MBE/WBE Participation Toward Goals: MBE/WBE participation toward the attainment of the goal will be credited on the basis of the total subcontract prices agreed to between the contractors and subcontractors for the contract items being sublet as reflected on the MBE/WBE Utilization Plan.
6. Post Award Compliance: If the contract is awarded on less than full MBE/WBE goal participation, such award will not relieve the Contractor of the responsibility to continue good faith efforts to maximize participation of MBE's/WBE's during the term of the contract.
7. Substitution of MBE/WBE Firms After Award: The Contractor shall conform to the scheduled amount of MBE/WBE participation. When a listed MBE/WBE is unwilling or unable to perform the items of work or supply the goods or services specified in the MBE/WBE Utilization Plan, the Contractor shall immediately notify the City of St. Louis DBE office prior to replacement of the firm.
8. Good Faith Efforts: When the MBE/WBE goal cannot be met, the Contractor shall document and submit justification utilizing the form titled "Contractor's Good Faith Efforts Report" and provide a statement as to why the goal could not be met.
9. Award Procedure and Documentation: The Contractor is required to submit with its bid the following information to demonstrate the Contractor's intended participation by MBEs/WBEs or to demonstrate that good faith efforts have been made to attain the MBE/WBE goal. The information to be furnished shall consist of:
 - a. The names and addresses of the MBE/WBE firms to be used on the contract.
 - b. A list of bid items of work to be performed or goods and services provided by the MBE/WBE or "The Contractor's Good Faith Efforts" Report and a statement as to why the goal could not be met.
10. Record Keeping Requirements: The Contractor shall keep such records (copies of subcontracts, paid invoices, documentation of correspondence) as are necessary for the City to determine compliance with the MBE/WBE contract obligations. The City reserves the right to investigate, monitor and/or review actions, statements and documents submitted by any contractor, subcontractor, or MBE/WBE.
11. Applicability of Provisions to MBE/WBE Contractors: These provisions are applicable to all contractors including MBE/WBE contractors. A bid submitted by a MBE/WBE contractor shall be presumed to have

met the prescribed goal. If the MBE/WBE contractor intends to sublet any portion of the contract, the MBE/WBE contractor shall comply with provisions regarding contractor and subcontractor relationships.

