

AGREEMENT BETWEEN
THE CITY OF ST. LOUIS, MISSOURI, THROUGH THE TREASURER
IN HIS 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 entered into as of this 26th day of March, 2025, by and between THE CITY OF ST. LOUIS (the “City”), through the Treasurer in his capacity as Parking Supervisor, having its principal office at 1200 Market Street, Room 220, Saint Louis, Missouri 63103 (the “Parking Supervisor”), and HUDSON AND ASSOCIATES, LLC, a Missouri limited liability company, having offices at 2229 Pine Street, Saint Louis, Missouri 63103 (the “Vendor”, together with Parking Supervisor, the “Parties”, and each individually, a “Party”).

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; and

WHEREAS, in response to the RFP, the Vendor submitted a technical proposal dated February 23, 2024, to provide on street parking management services for the City; and

WHEREAS, the 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, the 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 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 (the “Contract Documents”) are incorporated by reference, and all of the Contract Documents shall constitute part of the Agreement. The Contract Documents are comprised of a certain document outlining the Vendor’s Duties (Exhibit A), a certain document outlining the Cost Structure (Exhibit A-1), a certain document outlining the City’s Duties (Exhibit B), Sections 285.530 through 285.555 of the Revised Statutes of Missouri (Exhibit C), Section 34.600 of the Revised Statutes of Missouri (Exhibit D), and St. Louis Airport Authority’s Annual Living Wage Adjustment Bulletin (Exhibit E).

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. Business Days. The term “Business Days” shall mean any day other than a Saturday, Sunday, or a day on which banking institutions in the State of Missouri are authorized or required by law to be closed for business.

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. Effective Date. The term “Effective Date” shall mean the date mutually agreed upon by the City and the 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 4.

6. Parking Administrator. The term “Parking Administrator” shall mean the executive team member who oversees on and off-street parking, as appointed by City.

7. 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.

8. Parking Violations Bureau. The term “Parking Violations Bureau” or “PVB” shall mean the Parking Violations Bureau of the Parking Supervisor.

9. Renewal Term. The term “Renewal Term” shall have the meaning set forth in Article 4.

10. 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 the 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, the Vendor shall be and remain responsible and liable for providing and performing all services that a SubVendor is engaged to provide, and the Vendor shall be and remain responsible for any and all work performed by any SubVendor. The Vendor shall ensure that all payments it owes to any SubVendor are promptly paid within 45 days of payment to the Vendor from the City.

11. System. The term “System” shall mean a complete, fully tested on street parking management system, including, but not limited to, managing parking meters and multi-space 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.

12. 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.

2. Scope of Work:

In consideration of the compensation to be paid to the 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 and conduct collection activities for unpaid citations according to the methods and procedures set out in this Agreement and in Exhibit A.

b. The City’s Duties. The scope of the City’s scope of work consists of all duties and undertakings detailed in Exhibit B of this Agreement.

3. Price:

The City shall pay the Vendor on a fee per quantity basis along with a management fee. The payment structure is more particularly set out in Exhibit A-1 “Cost Structure.” Payments shall be made monthly by wire transfer, ACH or some other means agreeable to the Parties. Payments shall be due to the Vendor within thirty (30) days of receipt of an invoice in a mutually acceptable

format. In the event wire transfer or ACH is not set up within twenty (20) days of the date of this Agreement, then City agrees to pay Vendor by check on or before the 19th day of each month.

4. **Term and Termination:**

a. **Term.** The term of this Agreement shall commence on May 1, 2025 (the “Effective Date”) and shall continue for a period of five years (the “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 City, for two (2) additional periods of one (1) year immediately following the expiration of the Initial Term (the “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 on behalf of the City to the 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 City waives such requirement in the renewal notice and such waiver is accepted by the Vendor in the Vendor’s written acceptance. Notwithstanding the above, the agreement shall terminate at the end of the day of June 30 of any year where the City has not appropriated sufficient funds to compensate the Vendor for its services for the year beginning the following July 1.

b. **Termination.** This Agreement may be terminated by either Party for cause upon ninety (90) calendar days written notice delivered to the other should the other Party fail substantially to perform in accordance with the Agreement’s material terms. The non-performing Party may use this ninety (90) day notice period as an opportunity to cure any failure to substantially perform. If the Vendor abandons this Agreement, it shall indemnify the City against any loss caused by said abandonment.

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, the 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, the Vendor shall support the City’s and the Parking Supervisor’s transition to use of a new vendor to provide the services provided by Vendor under this Agreement, and the 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, the Vendor shall continue to provide all services described in Section 5 and the license granted in Section 6 shall continue until the expiration of the Transition Period.

Upon expiration of the Transition Period, the 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 the Vendor or developed by the Vendor exclusively for the City and the 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 the Vendor shall update or supplement from time to time when and if additional data or information becomes available; (iv) provide the Parking Supervisor all data pertaining to outstanding civil fee payments due and owing to the Parking Supervisor and potential payments due to the Vendor; (v) assign all contracts for the SubVendors that the 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, promptly deliver to the Vendor any and all intellectual property and/or proprietary information of the Vendor provided to the Parking Supervisor pursuant to this Agreement.

Upon expiration of the Transition Period, the Vendor shall remove any and all equipment owned by the 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 the Parking Supervisor unless otherwise addressed in this Section. The Parking Supervisor shall retain all equipment owned by the Parking Supervisor or installed as fixtures in the City, and the Parking Supervisor shall have the right to purchase any equipment from the Vendor that it may need to continue with another parking contractor.

Upon any early termination of this Agreement, except a termination by the City pursuant to Section 4(b), the 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 the 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 the Vendor or any SubVendor and used by the Vendor or any SubVendor solely in the performance of the services for the Parking Supervisor and the City, 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 the Vendor support during the transition period.

Upon the termination of this Agreement due to the expiration of the Term, the 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 the Vendor or any SubVendor and used by the Vendor or any SubVendor solely in the performance of the services for the 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 the Vendor support during the transition period.

5. **Ticket Processing.** 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, the City and the Vendor acknowledge and agree that the 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 in 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 19.

6. **License: Reservation of Rights.**

a. **License.** Subject to the terms and conditions of this Agreement, (i) the Vendor hereby grants the City, and the City hereby accepts from the 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) the City agrees that its agreement with EDC will contain a provision which grants the 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 the Vendor without first obtaining the prior consent of Vendor.

c. **Protection of Rights.** The 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 the Vendor including, without limitation, the filing of patent application for any of the intellectual property of the 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 the Vendor without the prior written consent of Vendor.

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

7. **Infringing Use.** The Parking Supervisor shall give the Vendor prompt written notice of any action or claim action or claim, whether threatened or pending, against the Parking Supervisor or the City alleging that the authorized use of any intellectual property of the Vendor infringes or violates any patent, trademark, copyright, trade secret or other intellectual property of any other person. The Parking Supervisor shall at the Vendor's sole cost and expense render to the Vendor such reasonable cooperation and assistance as is reasonably requested by the Vendor in the defense thereof. If such a claim is made and the 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, the Vendor shall have the right, but not the obligation, in its sole discretion, to either (i) procure for the City and 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 acceptable to the City and the Parking Supervisor, all at no cost and/or liability to the City or the Parking Supervisor. In addition, in the event an authorized use infringement may exist, and the 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 the Vendor for any reasonable costs including, without limitation, attorneys' fees and court costs, as well as the Vendor's staff costs, incurred in defending such actions or claims resulting from the Parking Supervisor's unauthorized use of any intellectual property of the Vendor.

8. **Representations and Warranties.**

a. **Vendor Representations and Warranties.** The 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 the 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.** The 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.

9. Compensation. All compensation due to the Vendor under this Agreement shall be subject to annual appropriation by the City and shall be determined as set forth in Section 3 of this Agreement and supplemented in Exhibit A and Exhibit A-1 and paid to the Vendor on a monthly basis. Payments shall be due to the Vendor within thirty (30) days of receipt of an invoice by wire transfer, ACH or a mutually acceptable format. The Vendor is 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 by wire transfer, ACH or a mutually acceptable format. Notwithstanding anything included in this Agreement to the contrary, in the event wire transfer or ACH is not set up within twenty (20) days of the date of this Agreement, then City agrees to pay Vendor by check on or before the 19th day of each month. 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 the Parking Supervisor hereunder are limited to parking revenues generated hereunder.

10. Unauthorized Alien Employees. As a condition for the award of this Agreement, Vendor affirms, pursuant to the provisions of Sections 285.530 through 285.555 of the Revised Statutes of Missouri 2000, as amended, by sworn affidavit (attached hereto as Exhibit C) and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement, and affirm that it does not knowingly employ any person who is an unauthorized alien in connection with this Agreement pursuant to the above-stated statutes.

11. Anti-Discrimination Against Israel. Pursuant to RSMo. § 34.600, Vendor affirms by sworn affidavit (attached hereto as Exhibit D), that Vendor is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00) or to contractors with fewer than ten (10) employees.

12. Service Contract Prevailing Wage and Fringe Benefits. The City's Ordinance 62124 imposes a requirement to pay certain employees under service contracts a minimum prevailing wage and minimum prevailing fringe benefits. Certain terms used in this section have the meanings set forth in that ordinance. Vendor warrants, represents, stipulates, and agrees that it shall pay to its service employees under this contract not less than the prevailing hourly rate of

wages and fringe benefits as determined by the United States Secretary of Labor, or his/her authorized representative, in accordance with prevailing rates in the locality of the Metropolitan St. Louis area pursuant to 41 U.S.C. 351 et. seq., as amended. The following job classifications for service employees are within this service contract: None.

13. **Living Wage.** Vendor shall cause all labor performed under this Agreement that is subject to the provisions of the Living Wage requirements set forth in City Ordinance 65597, as codified in Chapter 3.99 of the Revised Code of the City of St. Louis, to comply with such Ordinance. Certain terms used in this section have the meanings set forth in that Ordinance. Ordinance 65597 requires a Living Wage for certain City contracts where the total value of the contract is \$50,000 or more in any twelve-month period. Contracts subject to the Living Wage and the Service Contract Minimum Prevailing Wage under Ordinance 62124 must pay a minimum wage that is the greater of the two. The latest calculation of the Living Wage under this Ordinance is set forth in the St. Louis Airport Authority's Annual Living Wage Adjustment Bulletin (see Exhibit E), which is attached hereto and incorporated herein.

14. **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 of Vendor's 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 the Vendor to assert its 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.

15. **Indemnification & Limitation of Liability**

a. **Indemnification.** The Vendor shall indemnify and hold harmless the City and the 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 the 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.** The Vendor certifies that, to the best of its knowledge, that the products and services to be furnished to the City and the Parking Supervisor pursuant to this Agreement do not infringe on any valid patent, trademark, copyright, trade secret or other proprietary right. The Vendor shall indemnify and hold harmless the City and the 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 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 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 the Parking Supervisor for any infringement or claim of infringement described in this paragraph. Subject to the terms of Section 7, 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, the Vendor assumes no liability, and shall have no liability, for any infringement claim for: (i) the Parking Supervisor's use of any product after notice from the Vendor that the Parking Supervisor should cease use of such product due to an infringement claim; (ii) any unauthorized modification or use of a product by the Parking Supervisor or the Parking Supervisor's agent; (iii) the 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) the Parking Supervisor's unauthorized use of the Vendor's products in a way other than intended or directed by the Vendor or as contemplated by this Agreement; or (v) any trademark infringement involving any marketing or branding not authorized by the Vendor or involving any marking or branding applied at the 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 15(c) SHALL NOT APPLY TO ANY CLAIMS, PENALTIES OR DAMAGE RELATING TO INTELLECTUAL PROPERTY INFRINGEMENT.

d. Notice of Claims. If the City or the 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.

16. 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.

17. 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

City of St. Louis Treasurer's Office
133 S. 11th Street, Suite 530
St. Louis, MO 63102
Attn: Shirley Rukcic, Chief of Staff

With a copy to:

Thomas J. Ray, Esq.
Armstrong Teasdale LLP
700 Forsyth Blvd., Suite 1800
St. Louis, MO 63105

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.
3933 Blaine Ave.
St. Louis, MO 63110

18. 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 the Vendor, shall also include any and all 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.

19. 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, counsel for 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.

20. **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.

21. **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.

22. **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.

23. **Insurance**. The Vendor shall maintain its own insurance according to the terms set out in this Section 23. The Vendor shall maintain the required insurance coverage throughout the Term. The Vendor shall provide the City with certificates of insurance upon request by the City. Additionally, the Vendor shall notify the City in the event of an insurance policy cancellation or a material change to such insurance policy within thirty (30) Days of its occurrence. The Vendor's compliance with the insurance requirements specified herein shall not relieve the Vendor of its obligations and liabilities under this Agreement.

a. **General Liability Insurance**. The Vendor shall maintain general liability insurance with a reputable insurance carrier licensed to do business in the State of Missouri, with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Such insurance shall cover liability arising from bodily injury, personal injury, and property damage.

b. **Professional Liability Insurance**. The Vendor shall maintain professional liability insurance with limits not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. This insurance shall cover errors, omissions, or negligence in the performance of meter maintenance services.

c. **Workers' Compensation Insurance**. The Vendor shall maintain workers' compensation insurance as required by the laws of the State of Missouri, covering all employees engaged in providing services under this Agreement.

d. **Additional Insured**. The City shall be named as an additional insured on all general liability and professional liability insurance policies required under this Agreement. The insurance policies shall include a waiver of subrogation in favor of the City.

24. **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.

25. **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.

26. **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 the 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.

27. **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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

Vendor:

HUDSON AND ASSOCIATES, LLC


Authorized Signature

Shelia A. Hudson, President/CEO
Printed Name and Title

Date:

3/26/2025

THE CITY OF ST. LOUIS

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


Adam L. Layne, Parking Supervisor

Date:

03/26/25


Darlene Green, Comptroller

Date:

4-11-25


Amber Simms, Register

Date:

04/14/2025

[COMPTRROLLER'S STAMP]

80399 # DOCUMENT
COMPTROLLERS OFFICE

DOCUMENT #
COMPTROLLERS OFFICE

EXHIBIT A

THE VENDOR'S DUTIES

The Vendor agrees to perform the following functions in relation to the Agreement. All terms not defined herein have the same definitions as in that certain Agreement dated March 26, 2025.

Parking Program General Management

1. Operations Plan. The Vendor shall develop an effective and efficient operations plan to deliver the following services: (i) citation management, (ii) on-street meter maintenance and coin collection, and (iii) booting and towing. The operations plan shall be delivered to the Parking Administrator within 90 days of effective date of agreement and will include the following elements:
 - a. Required review and approval by the Parking Supervisor at the start of the contracting period;
 - b. Annually updated operations manual with a debrief at the top of the year with the Parking Administrative team;
 - c. Organizational chart, position description and staff roster for all personnel involved in operations related to the Agreement;
 - d. Continual training program for all employees and subcontractor personnel involved in operations related to the Agreement;
 - e. Plan for walk-in service center for payment and adjudication for violations citations;
 - f. Detailed equipment inventory;
 - g. Resource maintenance and support plan; and
 - h. Policies and standard operating procedures for all processes outline.
2. Annual Budget: the Vendor shall provide a detailed annual budget to outlines any purchases that are the responsibility of the City. The budget shall be submitted to the Parking Administrator for approval by March 31 each year.
3. Operations Manager. The Vendor shall designate a locally based operations manager who will be available on-site at a location approved by the Parking Administrator during normal business hours to manage all services, supervise all employees and subcontractors, resolve disputes and serve as liaison to the Parking Administrator.
4. Staffing Requirements. The Vendor shall maintain essential staff as outlined below.
 - a. Parking Violation Bureau
 - i. Operations manager
 - ii. CSR data entry supervisor
 - iii. Data imaging and entry clerk
 - iv. Program analyst/special operations coordinator
 - v. Customer Service Representatives
 - vi. Cashiers
 - b. Gateway Parking
 - i. Operations manager
 - ii. Parking services manager
 - iii. Maintenance technicians

- iv. Special Operations Coordinator
- v. Dispatchers
- vi. Collections crew members
- vii. Boot crews (2)

Regardless of maintenance of staffing minimums, in the event that services are impaired as to either quality or quantity, as determined by mutual agreement of Vendor and City, the City shall be entitled to reduce compensation to Vendor under the Agreement commensurate with reasonable employment costs.

5. Monthly Performance Reports. The Vendor shall submit to the Parking Administrator a monthly performance report following the attached template (Template A), which is subject to change per the Parking Administrator's guidelines.

Citation Management Services

1. Payments. The Vendor shall be responsible for collections on unpaid parking tickets.
 - a. The Vendor shall 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".
 - i. The Vendor shall 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 the City of St. Louis Treasurer's Office tickets.
 - ii. It is understood that:
 1. Customers may pay parking tickets immediately after the issuance;
 2. Customers may pay parking tickets via phone, web, mobile, or in person;
 3. Customers may search for ticket information via the web with their license plate number or ticket number; and
 4. Future meter improvements will be made so that customers may pay for tickets at the pay station locations.
 - b. The Vendor shall staff a Parking Violations Bureau, through which customers may pay for parking violations in person.
 - c. The Vendor shall provide notice to customers for parking violations by working with the City's preferred vendor, Pre-Sort.
2. Appeals and Adjudications. The Vendor shall manage appeals and adjudication of parking violations. 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.
3. Complaints. The Vendor shall field customer complaints related to parking enforcement, which may be conveyed either by walk-in or by phone and notify appropriate staff within the City of St. Louis Treasurer's Office.
4. PTAP Program: the Vendor shall manage and administer the Parking and Towing Assistance Program.

On-Street Meter Maintenance

1. General. The Vendor shall be responsible for all day-to-day management, operation, collection and maintenance of all parking meters and multi-space meters for on-street enforcement. The Vendor shall provide day-to-day management of all such meters and will have control of the meter inventory.
2. Maintenance. The Vendor shall provide general management services, including, but not limited to (i) parking meter installation; (ii) maintenance; (iii) repair; and (iv) removal. The Vendor shall install, remove, and relocate meters at the authorization of the Parking Administrator to maximize the effectiveness of operations.
3. Weekly Maintenance. The Vendor shall audit meters for weekly maintenance using the meter location manifest.
4. Installation. The Vendor shall oversee the installation of new meter technology as requested by the St. Louis Treasurer's Office.
5. Schedule. All maintenance shall conform to the following schedule:

Schedule	Action
Daily	<ul style="list-style-type: none"> ● Audit meters for possible malfunctioning ● Investigate 'downed' meters for repair needs
Weekly	<ul style="list-style-type: none"> ● Wipe dirt and droppings off of the dome and housing ● Tighten loose housings
Monthly	<ul style="list-style-type: none"> ● Clean credit card readers ● Clean receipt paper channel ● Blow out dust/dirt from housing and mechanism ● Test mechanism functionality ● Lubricate keys and locks ● Review meter manager for maintenance trends and specific meters with repeated problems; repair or replace as needed
Quarterly	<ul style="list-style-type: none"> ● Lubricate the crossbar in the upper housing ● Clean inside of dome; replace if clouded or scratched ● Check all decals for wear; replace if needed ● Repaint any scratches on poles and housings ● Straighten or replace any bent/damaged poles ● Update manifest and send to Parking Administrator and CFO
Annually	<ul style="list-style-type: none"> ● Replace all batteries ● Recalibrate coin discriminator, if necessary

Meter Collection

1. Collection. The Vendor shall collect all money from the meter and audit, safeguard, record, transport and deposit all meter revenues per the Parking Supervisor's specifications.

2. Collections Maintenance. During collections, the Vendor shall audit all meters, empty every canister, and immediately report all broken, missing or defaced meters and all other meter faults and outages to the central dispatch unit.
3. Records. The Vendor shall maintain an accurate inventory of existing meters, meter vaults, collection routes, key controls, lock and key sets, other meter peripherals and other necessary assets.
4. As Needed Maintenance. As needed, the Vendor shall rekey meter vaults, revamp collection routes and upgrade lock and key sets.

Booting & Towing Program

1. Booting and Towing Program. The Vendor shall carry out the Parking Supervisor's Booting Program. The Vendor's responsibilities related to the Booting and Towing Program include, but are not limited to:
 - a. The Vendor shall provide two (2) vehicles and two (2) license plate reader systems ("LPR") for booting and other parking enforcement personnel, as well as other technologies, as appropriate, to support the Parking Supervisors' vehicle immobilization program. These minimum vehicle and technology requirements shall be adjusted as needed to meet the demand of the parking operation.
 - b. The Vendor shall provide all hardware, software, and communication components necessary to implement and maintain the software application that supports LPR functionality.
 - c. The Vendor shall assume responsibility for the maintenance of software, hardware, and communications equipment.
 - d. The Vendor shall provide boots for habitual parking enforcement violations. Procure and maintain an adequate spare boot inventory to minimize service disruptions. The City shall reimburse the Vendor for all boots purchased.
 - e. The Vendor shall collaborate with the City's selected towing vendor and manage all processes necessary for accurate data stewardship and reporting.
2. Records. The Vendor shall track vehicles from immobilization to release/auction and communicate daily with the relevant towing agency to ensure vehicles transition from boot immobilization to tow transfer and yard storage within a manageable time frame.
3. Approval. All booting technology procured and maintained by the Vendor shall be subject to the approval of the Parking Supervisor.

Exclusions

1. Exclusions. For the avoidance of doubt, the following are excluded from the Vendor's responsibilities:
 - a. Providing new meters and multi-space meter pay stations;
 - b. Providing spare parts for meters, including batteries;
 - c. Procuring new parking meter technology;
 - d. Communications between meters and back-end systems, whether wireless or by other means;
 - e. Providing special parts, including, but not limited to, coin canisters, 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;

- f. Providing decorative materials such as stones, bricks and concrete;
- g. Providing and maintaining credit card payment device machines for in-person payment;
- h. Providing and maintaining integration systems;
- i. Providing and maintaining Handheld devices used for enforcement;
- j. Providing and maintaining hardware, software or other devices or technologies necessary to ensure that Parking Violations Bureau is a payment card industry-compliant operation;
- k. Providing and maintaining a cashier system;
- l. Providing and maintaining the Parking Violations Bureau site computers;
- m. Reproducing parking tickets and boot forms;
- n. Drafting collateral documents such as collateral deposit slips; and
- o. All other items specifically reserved for the Parking Supervisor and or EDC.

EXHIBIT A-1

Cost Structure

Tickets Processed	Rate	
Base (0-10,000)	\$ 42,000.00	flat base
10,001-20k	\$ 4.20	per ticket processed
20-30	\$ 3.95	per ticket processed
Ceiling (30,001+)	\$ 118,500.00	flat ceiling

*A single rate will be applied to all tickets processed within a given month based upon the total number of processed tickets.

Category	Rate
Ticket Processing	See above table
Parkeon	\$105/unit
IPS	\$25/unit
Single Space	\$1.10/post
Boots	\$35/boot
Management Fee	\$25,000/month
CPI	Annual Rate

EXHIBIT B

THE CITY'S DUTIES

1. The City's Duties. The Parking Supervisor agrees to:
 - a. Manage the meter revenue reports for control purposes;
 - b. Establish and maintain the merchant account for credit card fees incurred for all parking meters, including multi-space meters;
 - c. Develop and maintain comprehensive parking enforcement regulations and guidelines;
 - d. Provide the Vendor with documentation for all relevant parking laws, regulations and policies;
 - e. Maintain parking enforcement patrol beats, which shall include all regulated parking areas;
 - f. Hire, train, and equip parking enforcement officers to ensure effective parking enforcement coverage;
 - g. Maintain enforcement times that ensure acceptable traffic flow and space turnover;
 - h. Deliver to the Vendor all manual tickets from the police department, which shall be entered within two (2) Business Days;
 - i. Provide the Vendor 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; and
 - j. Lease the Parking Violations Bureau location to the Vendor, which shall include providing computers, internet and wireless connectivity setup, cashier system, server equipment, all equipment devices, software and hardware necessary to ensure Parking Violations Bureau is set up as a payment card industry-compliant operation and covering fifty percent (50%) of all return merchandise authorization charges and expenses associated with shipping parking meters and multi-space meters for repair.
 - k. Integrate booting support technology with the parking violation management system to ensure that any relevant transactions, payments and other case dispositions update booting lists accurately and immediately;
 - l. Reimburse Vendor for all boots purchased;
 - m. Reimburse Vendor for all costs associated with postage for Pre sort mailing and notifications;
 - n. Reimburse Vendor in the amount of 25% of the amount paid by Vendor for any new vehicles as approved by the Parking Administrator;
 - o. Reimburse Vendor in the amount of 40% of the amount paid by Vendor for any LPR system; and
 - p. Purchase and provide all items expressly excluded from the Vendor's responsibilities.

EXHIBIT C

Sections 285.530 through 285.555 of the Revised Statutes of Missouri

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

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared Shelia A. Hudson (Name) who, by me being duly sworn, deposed as follows:

My name is Shelia A. Hudson (Name), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the CEO (Position/Title) of Hudson and Assoc., LLC (Contractor)

I have the legal authority to make the following assertions:

1. Hudson and Assoc., LLC (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, Hudson and Assoc., LLC (Contractor) does not knowingly employ any person who is an unauthorized alien in connection with this Agreement.

Shelia A. Hudson
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 25th day of March, 2025

Cynthia Jeanette Witherspoon
Notary Public

My Commission Expires:

03-02-27 2029



EXHIBIT D

Section 34.600 of the Revised Statutes of Missouri

STATE OF MO)
) SS.
COUNTY OF St. Louis)

AFFIDAVIT OF COMPLIANCE WITH ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Before me, the undersigned Notary Public, personally appeared Judith A. Hudson (Name), who, by me being duly sworn, deposed as follows:

My name is Judith A. Hudson (Name). I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the CEO (Position/Title) of Hudson and Assoc., LLC (Company/Entity).

I have the legal authority to make the following assertion and certification and do hereby certify that:

Pursuant to RSMO, Section 34.600, Hudson and Assoc., LLC (Company/Entity) is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the state of Israel; or persons or entities doing business in the state of Israel.

Judith A. Hudson
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 26th day of March, 2029

Cynthia Jeanette Witherspoon
Notary Public

My Commission Expires:
03-02-2029

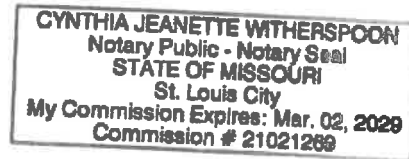


EXHIBIT E

**LIVING WAGE ADJUSTMENT BULLETIN
NOTICE OF ST. LOUIS LIVING WAGE RATES EFFECTIVE APRIL 1, 2024**

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 \$16.14 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 \$21.12 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) The prevailing fringe benefits rate, as required under the Ordinance and defined by section 6.20.010 of the Revised Code of the City of St. Louis, is \$4.98 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, 2024. 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 Ordinance 65597 | City of St. Louis Ordinances (stlouis-mo.gov) or obtained from:

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