

**FIRST AMENDMENT TO AGREEMENT FOR PARKING MANAGEMENT
INFORMATION SYSTEM (PMIS)**

**BETWEEN CITY AND COUNTY OF DENVER AND
CONDUENT STATE & LOCAL SOLUTIONS, INC.**

THIS FIRST AMENDMENT to the Agreement is made and entered into by and between the City and County of Denver (the "City") and Conduent State & Local Solutions, Inc. ("Contractor").

WHEREAS, the parties originally entered into a Contract ("the Agreement") on December 9, 2014, in which the City retained Xerox State & Local Solutions, Inc. to provide Parking Management Information System; and

WHEREAS, in January 2016, Xerox Corporation announced it would separate its technology and services businesses into two independent, publicly traded companies, the separation concluded and as of January 1, 2017, the business process services business of Xerox Corporation is now part of and is being conducted under the new name Conduent State & Local Solutions, Inc. ("Conduent, Inc."), and following such separation all the subsidiaries of Conduent likewise changed names so that effective February 16, 2017, the name of Xerox State & Local Solutions, Inc. was changed to Conduent State & Local Solutions, Inc., and as a result of this name change the Parties wish to change the name of Xerox State & Local Solutions, Inc. in this Agreement but that all the rights and obligations of the Agreement remain the same except as stated herein; and

WHEREAS, the purpose of this amendment is to acknowledge the change in the name of the Contractor, to document that the change in the Contractor's name does not impact the requirements, term or conditions of this Agreement.

WHEREAS, the Parties also wish to add Exhibits E and F as requirements to the Agreement and extend the term of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the parties hereto agree to amend and supplement the Agreement in the following respects and in those respects only.

1. Wherever the terms "Contractor", "Xerox", "Xerox State & Local Solutions, Inc." appear in this Agreement, it is understood by both parties to now mean "Conduent State & Local Solutions, Inc." or where abbreviated "Conduent"
2. Section 35 Notices text is deleted in its entirety and replaced with the following:

NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid,

if to Contractor at:

Conduent State & Local Solutions, Inc.
12410 Milestone Center Drive, 5th Floor
Germantown, MD 20876
ATTN: Contracts Department

and if to the City at:

Manager of Public Works
City and County of Denver
201 West Colfax Avenue, Dept. 608
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

3. The attached Exhibits E and F are incorporated herein.
4. Article 18 of the Agreement, entitled "**TERM**" is amended to read as follows:

"18. **TERM**: The term of the Agreement is from November 1, 2014 through February 28, 2021."
5. All existing Agreement provisions remain in effect unless specifically changed by this amendment.

Exhibit E

CCD & Conduent Contract Service Credits and Assessments

I. Description of Assessments

Item #	Item	Description of Requirement	Assessment
1	Citation Issuance Capability	<p>Citation issuance capability shall be available with 99% uptime. The system shall operate in offline mode if connectivity is unavailable to enable citation issuance without connectivity.</p> <p>Exceptions for scheduled maintenance may be made if requested and approved in writing by the City (within 5 business days' notice), which shall not be unreasonably withheld.</p>	<p>In the event that total availability is less than 99%, the contractor shall be liable for service credits in the amount of \$2,000 per hour below 99% availability for the month. \$10,000 per month max.</p>
2	PMIS Software Access – eTIMS and associated Web Portals/IVR/Pay by Phone	<p>The system shall be available with 99% uptime per month.</p> <p>Exceptions for scheduled maintenance may be made if requested and approved in writing by the City (within 5 business days' notice), which shall not be unreasonably withheld.</p>	<p>\$1,000 per hour below 99% availability for the month. \$20,000 per month max</p>
3	Response Times-City Staff	<p>Pursuant to Conduent's document entitled <u>Denver Incident Communication Process [DICP]</u>, attach hereto.</p>	<p>\$200 per incident, not to exceed \$2,000 per month, for failure to respond to emergency requests as outlined in the DICP document.</p>

II. Communication

Failure to meet the above requirements shall be communicated in writing, via email, to the City's designated point of contact. Failure of a Subcontractor to meet the above requirements shall be communicated in writing, via email, by the Prime Contractor to the City's designated point of contact. It shall be the responsibility of the Prime Contractor to communicate such failure to the Subcontractor and manage the Subcontractor's performance.

Exhibit F



Denver Incident Communication Process

Version 1.3

Last Updated: 07/08/19

Owner: CTPO Transportation – Parking Delivery Team

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Other company trademarks are also acknowledged.

List of changes

Version	Date	Description	Author(s)
1.0	4/24/19	Initial draft	
1.1	5/1/19	Updates to POCs	
1.2	5/29/19	Updates on process from Denver	
1.3	7/09/19	Final Updates	
Document Ownership			
Author	Parking Delivery Team		
Owner	CTPO Transportation – Parking Delivery Team		

Contents

Denver Parking Incident Communication Process Summary.....	1
Overview	1
Issue Scenario.....	1
Updated Incident Communication Process	1
Process Updates	2
Denver Sev 1 Combined Communication POCs	3
Denver Parking Incident Communication Process Summary.....	1
Overview	1
Issue Scenario.....	1
Updated Incident Communication Process	1
Process Updates	2
Denver Incident Communication POCs	3

Denver Parking Incident Communication Process Summary

Overview

This document provides an update to the Conduent Parking incident communication process. An issue scenario, process summary and a description of the process updates is provided for review.

Issue Scenario

An issue occurs which impacts Conduent's Parking solution; eTIMS, Public Portal, ECS/PaybyWeb interface/web services, PaybyPhone or other supporting services. The issue is identified via ongoing monitoring, alerts or from customer communication. When the issue is identified, the Conduent Parking Technical Delivery team begins issue analysis to determine issue impact and severity. If the issue is deemed a Severity 1 issue, i.e. system outage or service disruption, Conduent will follow the incident communication process as defined below.

Updated Incident Communication Process

- 1) The Technical Delivery Team will send a start of incident email to the Denver distribution list which will include Denver client personnel and the Conduent Denver Parking operations team.
- 2) The initial email will indicate that a service disruption may occur or has occurred and provide summary level details (including onset of outage), if known, of potential impacted areas. i.e. eTIMS, ECS payment, PaybyPhone, MDT, etc.
- 3) Conduent will continue to provide communications on a timely basis, as defined by existing Conduent/Denver contract, and provide additional details as identified including an estimate of a return to service, if known.

Contract Service Level	Conduent Service level	Service Response Time	Resolution Status Update Frequency	Service Resolution Time Goal
Emergency	Severity 1	Less than 30 Min	Every 30 minutes	Less than 30 minutes
High	Severity 2	1 hour	Every 2 hours	Within 2 hour
Medium	Severity 3	2 hours	Every 48 hours	Within 5 business days
Low	Severity 4	8 hours	Every 10 Business days	Within 30 Business days

- 4) When the incident has ended, Conduent will send an end of incident email summarizing the following:
 - a. Date and time of outage (start and end of outage).
 - b. Impacted areas
 - c. Initial indication of cause of incident while RCA is being developed.
- 5) For Emergency (Severity 1) and High (Severity 2) issues, a final formal RCA will follow within an appropriate timeframe.(within 2 weeks of outage)

Process Updates

To support more efficient communications, the following changes are being made to our current process:

- 1) The addition of Denver client POCs to our incident communications
 - a. Preferred method of communication is email
 - b. Depending on timeframe, i.e. Weekend, and significance of the event, a phone call and/or text messaging may be utilized as well.
- 2) Establish back up POCs for Conduent and Denver to insure appropriate communication for all Emergency (Severity 1) incidents
- 3) Send monthly system availability report to include all PMIS appliciatons, web services, and internal and external portals).

Denver Incident Communication POCs

Email	Name
Anita.Klein@denvergov.org	Anita Klein
David.Burton@denvergov.org	David Burton
Reikia.Mosley@denvergov.org	Reikoa Mosley
Adam.Petro@denvergov.org	Adam Petro
William.Gordon@denvergov.org	Bill Gordon
Kenneth.Chavez2@denvergov.org	Ken Chavez
Alyssa.Alt@denvergov.org	Alyssa Alt
Ryan.McCann@denvergov.org	Ryan McCann
Susan.Repko@denvergov.org	Susan Repko
Alicia.Weaver@denvergov.org	Alicia Weaver
Alexandra.Taylor @denvergov.org	Alex Alex Taylor
Nate.Kresse@denvergov.org	Nate Kresse
Robb.Cole@denvercountycourt.org	Robb Cole
Juan.Garza@denvergov.org	Juan Garza
Adam.Rogers@denvergov.org	Adam Rogers
jacqueline.barday@denvergov.org	Jacqui Barday
Matt.Bryner@denvergov.org	Matt Bryner
Nicole.Edwards@denvergov.org	Nicole Edwards
Mary.Patterson@denvergov.org	Mary Patterson
pamela.picaso@denvergov.org	Pam Picaso
Michael.Maestas@denvergov.org	Mike Maestas
craig.lemieux@denvergov.org	Craig Leminuex
Michelle.Dunn@denvergov.org	Michelle Dunn
jeff.haas@denvergov.org	Jeff Haas
Gerald.Mota@denvergov.org	Gerald Mota
Sharon.Quintana@denvergov.org	Sharon Quintana
bridget.williamson@denvercountycourt.org	Bridget Williamson
orlando.vega@denvercountycourt.org	Orlando Vega
michael.keyes@denvercountycourt.org	Michael Keyes
Debra.gomez@denvergov.org	Deb Gomez
Mathew.purvis@denvergov.org	Matthew Purvis
Craig.Poley@denvergov.org	Craig Poley
Christopher.Waugh@conduent.com	Chris Waugh
Jonathan.Holmes@conduent.com	Jonathan Holmes
Brandee.rose@conduent.com	Brandee Rose
Kirk.Strassman@conduent.com	Kirk Strassman
Mark.Shannon@conduent.com	Mark Shannon
Anthony.Derasmo@conduent.com	Anthony Derasmo
Kathryn.McIntyre@conduent.com	Kathy McIntyre
Brett.Peze@conduent.com	Brett Peze

Contract Control Number: PWADM-201951199-01-[201418112-01]
Contractor Name: Conduent State & Local Solutions, Inc.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PWADM-201951199-01-[201418112-01]
Conduent State & Local Solutions, Inc.

DocuSigned by:
By: Brett A. Peze
F5C4256478694E3...

Name: Brett A. Peze
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)