

**SECOND AMENDMENT TO PARKING REVENUE CONTROL SYSTEMS
("PRCS") MAINTENANCE AGREEMENT BETWEEN THE CITY OF SAN JOSE AND
CONDUENT TRANSPORT SOLUTIONS, INC.**

This Second Amendment to the Parking Revenue Control System ("PRCS") Maintenance Agreement is made and entered into this ____ day of _____, 2018 by and between the City of San José, a municipal corporation (the "City"), and Conduent Transport Solutions, Inc., a Georgia corporation authorized to do business in the state of California ("Contractor").

RECITALS

WHEREAS, on January 24, 2014, the City and ACS Transport Solutions, Inc. entered into an agreement entitled "Parking Revenue Control System ("PRCS") Maintenance Agreement" ("Agreement") in which the City retained ACS Transport Solutions, Inc. to provide maintenance and service for the parking revenue control system at Mineta San Jose International Airport; and

WHEREAS, on January 1, 2014, ACS Transport Solutions, Inc. changed its name to Xerox Transport Solutions, Inc.; and

WHEREAS, on March 30, 2017, Xerox Transport Solutions, Inc. changed its name to Conduent Transport Solutions, Inc.; and

WHEREAS, on May 18, 2017, the City and Contractor entered into the First Amendment to acknowledge the change in the name of the Contractor in the Agreement, and to document that the change in the Contractor's name does not impact the requirements, term or conditions of the Agreement; and

WHEREAS, between July 25, 2016 and August 1, 2017, pursuant to Section 2 of the Agreement, the City exercised two (2) options to extend the term of the Agreement through July 31, 2018; and

WHEREAS, the City and Contractor now wish to further amend the amended Agreement to add three (3) additional one-year options, for a total of five (5) one-year options under the Agreement, to extend the term through July 31, 2021;

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 as follows:

1. Section 2, entitled "Term," is amended to read as follows:

"The Term ("Term") of this Agreement shall become effective and Maintenance Services shall commence on August 1, 2013 and continue for a period of three (3) years, unless terminated as provided in this Agreement. CUSTOMER, at its discretion, has the option to renew the Agreement for five (5) additional one (1) year terms through July 31, 2021. Said option to extend the Agreement for one (1) additional year shall be exercised in writing sixty (60) days prior to the expiration of the initial Agreement by the CUSTOMER, subject to the approval of the City of San Jose Contract Administrator."

2. All the terms and conditions of the amended Agreement not expressly modified by this Second Amendment shall remain unchanged and in full force and effect.

In WITNESS WHEREOF, the parties have executed this Amendment in the day and year first above written.

APPROVED AS TO FORM:

"CITY"
CITY OF SAN JOSÉ,
a municipal corporation

Rosa Tsongtaatarii
Sr. Deputy City Attorney
Date: _____

By _____
Mark Giovannetti
Deputy Director, Finance
Date: _____

"CONTRACTOR"
Conduent Transport Solutions, Inc., a
Georgia corporation authorized to conduct
business in California.

By _____
Name: _____
Title: _____
Date: _____