

AMENDMENT TO PITTSBURGH PARKING COURT COOPERATION AGREEMENT

This Amendment to the Pittsburgh Parking Court Cooperation Agreement (this "Amendment") is entered into this 24th day of July, 2008, by and between the Public Parking Authority of Pittsburgh, a body corporate and politic, with an address of 232 Boulevard of the Allies, Pittsburgh, Pennsylvania 15222 (the "PPA"), and the City of Pittsburgh, a home rule municipality of the Commonwealth of Pennsylvania (the "City," and together with the PPA, the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into that certain Pittsburgh Parking Court Cooperation Agreement, dated as of May 18, 2005 (the "Agreement"), pursuant to which the Parties established their respective rights relative to the costs associated with, and revenue generated by, the Pittsburgh Parking Court (the "PPC"); and

WHEREAS, the Parties desire to amend the Agreement to prescribe the manner in which costs associated with the City's Residential Parking Program (the "RPP") will be satisfied going forward,

NOW, THEREFORE, in consideration of the promises and covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.
2. The following "Defined Terms" shall be added to Section 1 of the Agreement:

"RPP" shall mean the residential parking program developed by the City of Pittsburgh to permit resident vehicles displaying a valid permit to be exempt from parking-time restrictions otherwise applicable in a particular participating neighborhood. The RPP is governed by Chapter 549 of the Pittsburgh City Code.

"RPP Annual Operating Deficit" shall be determined based on the sum of the total annual revenue generated by the sale of RPP permits and visitor passes minus the sum of the following: (i) any and all costs associated with the administration of the RPP, including but not limited to all website-related costs and all costs associated with a biannual performance audit to be completed by a reputable third party auditor; (ii) all RPP-related Enforcement Division costs, which shall be calculated based on a fraction with RPP enforcement hours as the numerator and total enforcement hours as the denominator; and (iii) all RPP-related Administration Division costs, which shall be calculated based on a fraction with RPP enforcement hours as the numerator and total enforcement hours as the denominator. The costs referenced in the immediately preceding sentence shall not be "Costs," as that term is defined in

the Agreement for purposes of calculating Net Revenue, but rather shall be accounted for as a component of RPP Annual Operating Deficit. Additionally, capital expenditures relating to vehicles, hand-held ticket writer equipment, and major hardware and software shall be excluded from this definition, which expenses shall be wholly assumed by the PPA.

3. The definition of "Net Revenue" set forth in Section 1 of the Agreement is hereby deleted in its entirety and its stead is inserted the following:

"Net Revenue" shall be a sum equal to the Ticket Revenue minus the Costs, Initial Costs, and RPP Annual Operating Deficit.

4. Section 3(d) of the Agreement shall remain the same; however it is specifically noted that the definition of Net Revenues has been amended herein.

5. Each reference to the Agreement that is made in the Agreement or any other document executed or to be executed in connection therewith shall hereafter be construed as a reference to the Agreement as amended hereby.

6. Except as amended hereby, all of the terms and conditions of the Agreement shall remain in full force and effect. This Amendment amends the Agreement and is not a novation thereof.

7. This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

8. This Amendment is entered into by the City of Pittsburgh pursuant to Ordinance 10 of 2004, effective June 20, 2004.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Amendment to be duly executed on the date first above written.

[signatures on following page]

ATTEST:

CITY OF PITTSBURGH

Jaurie Oierken
Mayor's Assistant Secretary

Luke Romanstall
Mayor

[Signature]
Witness
Print Name:

Scott Kurka
Director, Department of Finance

ATTEST:

PUBLIC PARKING AUTHORITY OF
PITTSBURGH

By: [Signature]
Anthony Boule,
Director of Administration

[Signature]
David Onorato, Executive Director

EXAMINED BY:

APPROVED AS TO FORM:

[Signature]
Assistant City Solicitor

[Signature]
City Solicitor
Anahel King

COUNTERSIGNED BY:

[Signature]
City Controller
7-30-08 45153

