

SECOND AMENDMENT TO PARKING MANAGEMENT AGREEMENT

This Second Amendment to Parking Management Agreement (the "Amendment") is effective as of January 1, 2023, by and between ABM Industry Group, LLC ("ABM") and The City of Racine, Wisconsin, ("Owner").

Witnesseth:

WHEREAS, ABM and The City of Racine, Wisconsin, entered into an agreement on September 28, 2022, wherein ABM agreed to provide certain parking management services to The City of Racine, Wisconsin, ("Agreement"); and

WHEREAS, the parties hereto desire to amend the Agreement to reflect an extension of the term of the Agreement; and add an additional location of services.

NOW, THEREFORE, in consideration of the promises, obligations and mutual covenants herein contained and each act performed hereunder by the parties, ABM and Owner hereby agree that the Agreement is amended as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated into this Amendment as if fully set forth herein
2. Management Fee. The management fee in paragraph 5.b.ii.) the base management fee shall be as set forth in the First amendment plus CPI increases for regional area as of November 2022. Management fee as stated in first amendment follows: ~~increase~~ two thousand five hundred dollars (\$2,500.00) per month. For the addition of McMynn Tower Parking garage located at 110 Seventh St Racine, WI (269 spaces) the base management fee shall be One Thousand four hundred fifty-nine and fifty cents (\$1,459.50) per month. Total Management fee for term will be Thirteen Thousand nine hundred fifty-nine and fifty cents (\$13,959.50) per month
1. 3. Extension of Term, The term of the Agreement is hereby extended through December 31, 2023. Either party may terminate this agreement without cause with thirty (30) days written notice.

4. Counterparts. This Amendment may be signed in any number of counterparts, and all such signatures shall be taken together as one document. Faxed signatures or signatures transmitted by email or other electronic means shall be binding for all purposes.

5. Definitions. Except as otherwise provided herein, the capitalized terms used in this Amendment shall have the definitions set forth in the Agreement.

6. incorporation. This Amendment shall be incorporated into and made a part of the Agreement, and all provisions of the Agreement not expressly modified or amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the day and year Second written above.

ABM:

ABM Industry Group, LLC

Owner:

The City of Racine, Wisconsin

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____