

### **THIRD AMENDMENT TO PARKING MANAGEMENT AGREEMENT**

(this "Amendment")

This Amendment is effective as of **January 1, 2026**, by and between "ABM Industry Groups, LLC", (the "Operator") and The City of Racine, Wisconsin (the "City").

#### **WITNESSETH:**

WHEREAS, Operator and City entered into that certain Parking Management Agreement dated **October 30, 2014** (the "Agreement"), pursuant to which Operator agreed to provide certain parking management services to City; and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement and to modify certain provisions, including management fee adjustments and policies regarding free or reduced parking.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the parties agree as follows:

#### **1. Incorporation of Recitals.**

The foregoing recitals are hereby incorporated into this Amendment as if fully set forth herein.

#### **2. Management Fee.**

- Beginning on the effective date of the Amendment, the base management fee described in the agreement will be **Eleven thousand two hundred fifty-nine dollars and sixty-seven cents (\$11,259.67.) per month.**

#### **3. Extension of Term.**

The term of the Agreement is hereby extended through **December 31, 2026.**

#### **4. Free or Reduced Parking Requests.**

- Any requests for free or reduced parking must be submitted in writing to ABM for consideration.
- Any request that is granted by ABM must include an estimate of lost revenue from both (i) parking fees and (ii) citations.

- If ABM elects to provide free or reduced parking, ABM shall be responsible for remitting to the **City of Racine** the estimated lost revenue associated with the request.
- The decision by ABM to grant or deny any request for free or reduced parking shall be final and not subject to appeal or review by the City, the Common Council, or any third party.

#### **5. Counterparts.**

This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signatures delivered by facsimile, email, or other electronic means shall be deemed binding for all purposes.

#### **6. Definitions.**

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

#### **7. Incorporation.**

This Amendment shall be incorporated into and made a part of the Agreement. Except as expressly amended hereby, all provisions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the day and year first written above.

#### **ABM:**

ABM Industry Groups, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### **CITY:**

CITY OF Racine

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

