FIRST AMENDMENT TO THE REMOTE MONITORING AGREEMENT

BETWEEN THE CITY OF LA CROSSE AND SP PLUS CORPORATION

This First Amendment to the Remote Monitoring Agreement between the City of La Crosse – La Crosse Regional Airport (hereinafter the "City") and SP Plus Corporation, a Delaware corporation formerly known as Standard Parking (hereinafter "Contractor"), is hereby amended this <u>20th</u> day of September, 2021.

WHEREAS, the original agreement began December 1, 2016, and is scheduled to terminate on December 31, 2021; and

WHEREAS, said agreement was approved by the City through its Aviation Board on November 12, 2016, by item 16-1121; and

WHEREAS, the City of La Crosse Municipal Code allows the Aviation Board to contract with private parties for a term not to exceed two years; and

WHEREAS, the City and Contractor desire to extend the term of this agreement;

NOW THEREFORE, in consideration of the provisions set forth below, the parties do hereby agree to the following additions and amendments to the Remote Monitoring Agreement:

1. A new subsection to Paragraph 2 – TERM, is hereby inserted to read:

2.A - EXTENDED TERM. The extended term of this Agreement shall commence on January 1, 2022, and continue through and including December 31, 2022 (the "Extended Term"), subject to sooner termination as provided in this Agreement.

The City and Contractor mutually agree to two, one-year, additional terms. The first one-year additional term shall cover the period of January 1, 2023, and continue through and including December 31, 2023. The second one-year additional term shall cover the period for January 1, 2024, and continue through and including December 31, 2024. Such renewal period shall be initiated not less than thirty (30) days prior to the expiration of the extended term or any exercised additional term. Such additional terms may be exercised by electronic mail.

2. New subsection's C. and D. are hereby added to Paragraph 5 – CONTRACTOR to read: 5. – CONTRACTOR'S COMPENSATION.

C. Beginning with the extended term of this Agreement under Section 2.A, above, a fee (the "Management Fee") equal to \$11,592.74 shall be paid to Contractor. The Management Fee shall be paid in equal monthly installments in accordance with Section 6, below. If the City and Contractor agree to any additional terms available, then on the first day of any additional term the Management Fee shall increase by three percent (3%) over the Management Fee in effect during the immediately preceding 12-month term.

D. Beginning with the extend term of this Agreement under Section 2.A, above, a fee (the "Service Fee") equal to \$3.13 per hour for the 24/7 remote monitoring service shall be paid to Contractor. If the City and Contractor agree to any additional terms



TITLE: <u>Senior Vice President</u>

available, then on the first day of any additional term the Service Fee shall increase by three percent (3%) over the Service Fee in effect during the immediately preceding 12-month term.

BE IT FURTHER UNDERSTOOD, that City and Contractor agree all other terms and conditions contained in the November 1, 2016, agreement shall continue in full force and effect through the extended term and any additional terms thereafter.

IN WITNESS WHEREOF, the parties hereby set their hands and seals on the day and year first written above.

SP Plus Corporation	City of La Crosse
	La Crosse Regional Airport
SIGNATURE: NAME: Robert Reiser	SIGNATURE:

TITLE: <u>Director of the La Crosse Regional Airport</u>