

# ADDENDUM TO CONTRACT

## 2012 PARATRANSIT CONTRACT BETWEEN VALLEY TRANSIT AND NEW HOPE CENTER INC.

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**THIS ADDENDUM** to the 2012 Paratransit Contract between Valley Transit and New Hope Center, Inc., (“Contract”) is intended to serve as an extension of the Contract between the City of Appleton transit service, Valley Transit (“Valley Transit”) and New Hope Center, Incorporated (“New Hope”). Unless otherwise stated in this addendum, this Agreement does not in any way modify terms previously agreed upon in the Contract, which is attached hereto for reference as Exhibit A and incorporated herein by reference.

**WITNESSETH**, that Valley Transit and New Hope agree as follows:

**1. Option Term.** This shall memorialize an extension of the Contract between Valley Transit and New Hope effective July 1, 2017, for a six month period ending on December 31, 2017.

**2. Insurance.** New Hope shall provide Valley Transit and the City Clerk with an updated Certificate of Insurance pursuant to the required coverage levels set forth in the Contract through the incorporated RFP at Section II(H), naming Valley Transit, the City of Appleton, their boards, officers, employees and representatives as additional insureds.

**3. Cost.** The parties agree that the cost for the service in 2017 will be \$2.11 per mile.

**4. Payments.** New Hope will pay Valley Transit monthly for the service based on billings received by the provider. Valley Transit will also invoice for this service. All payments are due 30 days from the invoice date. Interest will accrue at a rate of 18% per year (1.5% per month) thereafter.

**5. Formula.** The formula for computing New Hope’s funding contribution shall be the same formula used in previous years. It will be as follows:

	Cost of Service
-	Federal Share
-	State Share
+	<u>Local Surcharge (1/2 of Federal and State Share)</u>
=	New Hope Center’s Estimated Funding Requirement

**6. Modification/Termination.** Failure to comply with any part of this agreement may be considered cause for revision, suspension or termination. Revision or modification of this agreement must be agreed to by all parties involved by an addendum signed by the authorized representative of both parties. This agreement can be reopened if State and Federal funding regulations restrict the type of service that can be funded in any service component of the Valley Transit budget.

**7. Indemnification.** NEW HOPE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF APPLETON AND VALLEY TRANSIT AND ITS OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, EXPENSES AND COSTS, INCLUDING ATTORNEY’S FEES, ARISING OUT OF THE ACTIVITIES PERFORMED AS DESCRIBED HEREIN, CAUSED IN

WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF NEW HOPE, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE WHOSE ACTS ANY OF THEM MAY BE LIABLE, EXCEPT WHERE CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OF APPLETON.

(Signature Page to Follow)

**IN WITNESS WHEREOF**, the parties have caused the foregoing instrument to be executed in three (3) original counterparts.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

**New Hope Center, Inc.:**

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**City of Appleton, Valley Transit:**

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Ronald C. McDonald,  
General Manager  
Valley Transit

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Timothy M. Hanna, Mayor

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Kami Lynch, City Clerk

Provision has been made to pay the liability that will accrue under this contract.

Approved as to form:

\_\_\_\_\_  
Anthony D. Saucerman, Finance Director

\_\_\_\_\_  
James P. Walsh, City Attorney