

**PARKS AND RECREATION SERVICES RECIPROCITY AGREEMENT
BETWEEN
APPLETON AND NEENAH
2017 - 2021**

I. THE PARTIES

- 1.01 The City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911 ("Appleton").
- 1.02 The City of Neenah, a Wisconsin municipal corporation, doing business at 211 Walnut Street, Neenah, Wisconsin 54956 ("Neenah").

II. THE RECITALS

WHEREAS,

- 2.01 Appleton and Neenah, through their respective Parks and Recreation Departments offer their citizens a variety of services and activities, some of which require payment of a fee with the amount established based on resident or non-resident status.
- 2.02 Appleton and Neenah are mutually interested in maximizing the recreational opportunities of their respective citizens and wish to enter a reciprocal agreement wherein their citizens pay the resident fee for each others' recreational programs and services.

III. THE AGREEMENT

NOW, THEREFORE, it is agreed between the parties as follows:

- 3.01 A resident of one of the above named parties shall be granted resident status of the other party named above for the sole purpose of participating in each party's park and recreation services and determining the appropriate fee to be paid based upon the residential rate.
- 3.02 The scope of this agreement shall be limited to the granting of the privileges of residency in regard to fees only.
- 3.03 Each party shall retain complete control over its policies, operation, administration and funding of the facilities and services it provides.

- 3.04 The home city shall supply the reciprocating city with residency information for the purpose of verifying the participant's residency status and eligibility under this Agreement.
- 3.05 This Agreement shall be in effect from January 1, 2017 through December 31, 2021. The Agreement may, upon mutual written agreement of both parties, be extended for an additional five (5) year term expiring on December 31, 2026.
- 3.06 Either party may terminate this Agreement at any time, and without penalty, by providing the other party with no less than thirty (30) days written notice of its intent to terminate the Agreement.

IV. SEVERABILITY CLAUSE

- 4.01 In the event any part of this Agreement is found to be illegal, it shall be stricken from the Agreement and the Agreement interpreted as if that clause did not exist.

IN WITNESS WHEREOF, the parties have caused the foregoing instrument to be executed in three (3) original counterparts on this 20 day of January, 2017.

CITY OF NEENAH

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| Witness: <u>G. Glenn Gashman</u> Printed Name: <u>G. Gashman</u> | By: <u>Dean R. Kaufert</u> Dean Kaufert, Mayor |
| Witness: <u>Joni A. Heinz</u> Printed Name: <u>Joni A. Heinz</u> | By: <u>Patricia A. Sturn</u> Patty A. Sturn, City Clerk |


Approved as to form:

James Godlewski
 James Godlewski, City Attorney

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

CITY OF APPLETON


Witness: Nancy A. Kohlman
Printed Name: Nancy A. Kohlman

By: 
Timothy M. Hanna, Mayor

Witness: Linda Maus
Printed Name: Linda Maus

By: 
Kami Lynch, City Clerk

Approved as to form:


James P. Walsh, City Attorney
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Reciprocity Agreement for Resident Fees - Neenah - 2017.docx