

AMENDMENT TO PARKS AND RECREATION SERVICES RECIPROCITY
AGREEMENT BETWEEN
APPLETON AND MENASHA
2022-2023

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 Menasha, a Wisconsin municipal corporation, doing business at 140 Main Street, Menasha, Wisconsin 54952 ("Menasha").

II. THE RECITALS

- 2.01 Appleton and Menasha entered into a reciprocity agreement on January 1, 2017, a copy of which is attached hereto and incorporated herein by reference ("Agreement").
- 2.02 This first addendum to the agreement ("Addendum") shall serve as an understanding and agreement between Appleton and Menasha to extend the existing Agreement.

III. THE AGREEMENT

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The Recitals are hereby made a part of the Agreement.

- 3.01 The Agreement is set to expire on December 31, 2021.
- 3.02 Section 3.05 of the Agreement allowed for additional terms of the contract upon written agreement of the parties. While five (5) years was previously contemplated as an extension term, Appleton and Menasha wish to modify the extension term.
- 3.03 This Addendum shall memorialize an extension of the Agreement for a two (2) year term.
- 3.04 This Addendum shall extend the Agreement term through December 31, 2023.
- 3.05 All other previously agreed upon terms and conditions, including price, remain unchanged.

IV. MISCELLANEOUS

- 4.01 In the event that 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.
- 4.02 This Agreement may be executed in several counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.
- 4.03 This Agreement may be supplemented or amended only by written instrument executed by the parties affected by such supplement or amendment.

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on this _____ day of December, 2021.

CITY OF MENASHA

Witness: _____
Printed Name: _____

By: _____
Don Merkes, Mayor

Witness: _____
Printed Name: _____

By: _____
Haley Krautkramer, City Clerk

Approved as to form:

Pamela Captain, City Attorney

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

CITY OF APPLETON:

By: _____
Jacob A. Woodford, Mayor

Attest: _____
Kami Lynch, City Clerk

Approved as to form:

Christopher R. Behrens, City Attorney
City Law A21-0964

**PARKS AND RECREATION SERVICES RECIPROCITY AGREEMENT
BETWEEN
APPLETON AND MENASHA
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 Menasha, a Wisconsin municipal corporation, doing business at 140 Main Street, Menasha, Wisconsin 54952 ("Menasha").

II. THE RECITALS

WHEREAS,

- 2.01 Appleton and Menasha, 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 Menasha 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 other's 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.

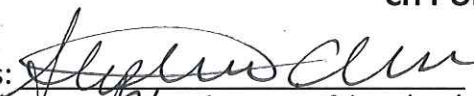

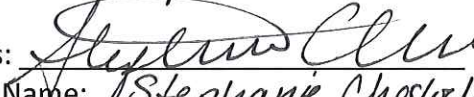
- 3.04 The home city shall supply the reciprocating city with residency information for the purpose of verifying the participant's residency status and eligibility under this Agreement.
- 3.05 This Agreement shall be in effect from January 1, 2017 through December 31, 2021. The Agreement may, upon mutual 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

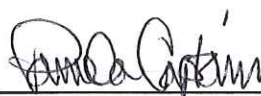
4.01 In the event any part of this Agreement is found to be illegal, it shall be stricken from the Agreement and the Agreement interpreted as if that clause did not exist.

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

CITY OF MENASHA

Witness: <u></u> Printed Name: <u>Stephanie Cheslock</u>	By: <u></u> Don Merkes, Mayor
Witness: <u></u> Printed Name: <u>Stephanie Cheslock</u>	By: <u>Deborah A. Galeazzi</u> Deborah A. Galeazzi, City Clerk

Approved as to form:


 Pamela Captain

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

CITY OF APPLETON

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

By: 
Timothy M. Hanna, Mayor

Witness: Cathy Bolwerk
Printed Name: Cathy Bolwerk

By: 
Kami Lynch, City Clerk

Approved as to form:


James P. Walsh, City Attorney

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