

**SECOND ADDENDUM TO CONTRACT
CITY OF APPLETON/VALLEY TRANSIT
AND
FOX VALLEY TECHNICAL COLLEGE**

THIS SECOND ADDENDUM TO CONTRACT (“Addendum”) shall serve as an understanding and agreement between the City of Appleton Valley Transit (hereinafter “Valley Transit”), with a mailing address 801 South Whitman Avenue, Appleton, WI 54914, and the Fox Valley Technical College (hereinafter “FVTC”), with a mailing address of 1825 North Bluemound Drive, Appleton, WI 54912, to extend the existing contract entered into by and between the parties on December 22, 2014 (“**Contract**”), and the addendum entered into by and between the parties on April 22, 2016, by an additional year. Valley Transit and FVTC may be singularly referred to herein as a party or jointly as the parties.

WITNESSETH, that in exchange for the mutual consideration stated below, the parties agree as follows:

1. This shall memorialize an extension of the Contract for one calendar year beginning January 1, 2017, and ending December 31, 2017, allowable pursuant to Paragraph 20 of the Contract.
2. All other terms of the Contract shall remain in full force and effect for the duration of the extension term.
3. Revision or modification to this Addendum must be agreed to by the parties and signed by the authorized representative of each party.
4. This Addendum may be reopened if State and/or Federal funding regulations restrict the type of service that can be funded in any service component of the Valley Transit budget.

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

Dated this _____ day of _____, 2017.

(Signatures on Next Page)

FOX VALLEY TECHNICAL COLLEGE

Witness: _____
Print Name: _____

By: _____
Print Name: _____
Title: _____

Witness: _____
Print Name: _____

By: _____
Printed Name: _____
Title: _____

CITY OF APPLETON, VALLEY TRANSIT

Witness: _____
Print Name: _____

By: _____
Ronald McDonald, General Manager

Witness: _____
Print Name: _____

By: _____
Timothy M. Hanna, Mayor

Witness: _____
Print 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, Director of Finance

James P. Walsh, City Attorney