

CITY OF APPLETON
AND
FOX RIVER NAVIGATIONAL SYSTEM AUTHORITY
(FOX RIVER LOCKS)
BRIDGE TENDER
AGREEMENT

This Agreement is entered into between Fox River Navigational System Authority, a public body corporate and politic created by Chapter 237 of the Wisconsin Statutes ("FRNSA"), and the City of Appleton, a municipal corporation ("City") effective on the latest date of the signing of this Agreement by either of the parties.

RECITALS

A. Chapter 237 of the Wisconsin Statutes created FRNSA for purposes of, among other things, the operation and maintenance of the "navigational system", including the locks, located on or near the Fox River. Included within such navigational system are Appleton Lock Nos. 1, 2, and 3 (collectively, for purposes of this Agreement, the "Locks"), all of which are located within the City.

B. Publicly dedicated to the City and maintained by the City are the Olde Oneida Street and the South Lawe Street bridges (the "Bridges") which can be raised or lowered to facilitate boat traffic on the Fox River.

C. FRNSA and the City desire to set forth their agreement as to the procedures and obligations to be undertaken by each of them relative to FRNSA personnel being in charge of the raising and lowering of the Bridges for Fox River boat traffic during FRNSA's established Fox River "navigational season".

NOW, THEREFORE, in consideration of the above Recitals, and in further consideration of the promises hereafter, FRNSA and the City agree as follows:

1. FRNSA regularly establishes a so-called "navigational season" during which time it operates various locks along the Fox River to facilitate boat traffic along the river. Generally, such navigational season commences mid-May and extends through mid-October of each year. Generally, FRNSA operates the locks on Fridays, Saturdays and Sundays and holidays within the navigational season. FRNSA posts its navigational season and its operational hours and related fees on its website, www.foxlocks.com. However, from time to time, FRNSA provides navigational access beyond such season as may be specifically requested or on an as needed basis. FRNSA may, from time to time, provide notice to the City and to the public (both by its website) of additional hours of operation outside of the regular previously posted navigational season, weather permitting and upon at least 24 hour advance notice.

2. During each navigational season, FRNSA employs seasonal personnel to operate the locks ("Lock Tenders").

3. On an annual basis, as requested by FRNSA thirty (30) days in advance, and no later than ten (10) days prior to the commencement of the navigational season, the City shall provide appropriate and adequate training to Lock Tenders and also to additional designated FRNSA personnel (the Lock Tenders and designated FRNSA personnel being hereinafter referred to as "FRNSA Staff") for purposes of operating the raising and the lowering of the Bridges and to perform certain City-identified safety checks of the Bridges. The City shall provide FRNSA with a list of FRNSA personnel adequately trained by the City and who are authorized to operate the raising and lowering of the Bridges during any of FRNSA's operational hours during the specific year of training.

4. FRNSA shall supply its Staff with identifying shirts or uniforms or other forms of identification while such Staff performs its duties contemplated by this Agreement, including the operation of the Bridges. Any maintenance vehicles used by FRNSA for its operational purposes shall be clearly marked and identified as a FRNSA vehicle.

5. The City shall be solely responsible for any and all of the Bridges' maintenance and repair. The City shall be allowed to suspend operations in the event of equipment failure or if maintenance cannot be completed outside of the navigation schedule.

6. FRNSA shall procure and maintain general commercial liability insurance coverage and worker's compensation coverage relating to its navigational system operations and shall provide to the City, upon the City's request, proof of such coverages. The City shall procure and maintain general liability insurance coverage relating to its municipal operations and shall provide FRNSA, upon FRNSA's request, proof of such coverage. A copy of this Agreement shall be provided by the City to its insurance carrier to notify such carrier of the operation of the Bridges by FRNSA Staff pursuant to the terms and provisions of this Agreement. Both FRNSA and the City shall endeavor in good faith to have each party added as an "additional insured" under the other party's general commercial liability insurance coverage with respect to the operation of the Bridges. In the event of a loss, each party will be solely responsible for the deductible amount of their respective liability insurance coverage.

7. FRNSA shall provide the City with an annual invoice no later than November 1 of each year, with sufficient detail, representing one-half (1/2) of FRNSA's cost (wages and benefits) for its Lock Tenders servicing the Locks identified in Recital A above. Within thirty (30) days of receipt, the City shall pay such invoice for its share of the costs of Lock Tenders operating the Bridges. In addition, FRNSA shall provide the City with an annual invoice and supporting documentation representing two-thirds (2/3) of FRNSA's additional annual insurance premium cost for its liability coverage relating to the Bridges' operations. (The balance of such premium cost relates to FRNSA's bridge operations on behalf of the Village of Little Chute.)

8. The term of this Agreement shall commence upon the date of its signing and shall continue and extend through the 2020, 2021, and 2022 navigational seasons terminating only upon the payment by the City to FRNSA of the City's share of costs for Lock Tenders during the 2022 navigational season. While it is the intent and expectation of FRNSA and the City that their relationship with respect to the subject matter of this Agreement will continue beyond the 2022 navigational season, the specific agreement of same shall be the subject of specific written documents between them either extending the

terms of this Agreement or setting forth in sufficient detail the terms and provisions of a new agreement between them.

9. This Agreement may be amended only by a written agreement duly signed on behalf of both FRNSA and the City.

10. Any and all notices which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be directed to the following persons:

FRNSA:
Chief Executive Officer
1008 Augustine Street
Kaukauna, WI 54130
Phone: 920-759-9833

City:
Director of Public Works
City of Appleton
100 North Appleton Street
Appleton, WI 54911-4799
Phone: 920-832-6474

11. This Agreement constitutes the entire agreement between FRNSA and the City with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between FRNSA and the City with respect to the subject matter set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above set forth.

FOX RIVER NAVIGATIONAL SYSTEM AUTHORITY

By: _____
Printed Name:

Attest: _____
Printed Name:

Title:

Title:

Date: _____, 2019

Date: _____, 2019

CITY OF APPLETON

By: _____
Printed Name:

Attest: _____
Printed Name:

Title:

Title:

Date: _____, 2019

Date: _____, 2019