

FIRST AMENDMENT TO AGREEMENT FOR FIRE PROTECTION, FIRST RESPONDER, RESCUE AND INSPECTION SERVICES

This First Amendment to the Agreement for Fire Protection, First Responder, Rescue and Inspection Services ("First Amendment") is made by and between the City of La Crosse, Wisconsin ("City") and the Town of Medary, Wisconsin ("Town") on January 14, 2019.

WHEREAS, the City and Town entered into an Agreement for Fire Protection, First Responder, Rescue and Inspection Services dated March 14, 2018 (the "Agreement"), which term expires on December 31, 2018, and the parties would like to extend the term of said agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein exchanged, and other good and valuable consideration, the parties agree as follows:

1. **Term.** Paragraph 1 of the Agreement is hereby amended to extend the term until March 31, 2019 at 11:59 p.m. The City Mayor and Fire Chief may further extend the term, at their sole and absolute discretion, through June 30, 2019 at 11:59 p.m. If the Agreement is further extended as provided herein, the parties shall execute another amendment to effectuate the extension.
2. In consideration for each extended term as provided in Paragraph 1 of this Amendment, the Town shall pay seven thousand five hundred dollars (\$7,500.00) to the City on or before January 31, 2019 and April 30, 2019, respectively. During any extended term, the Town shall continue to pay the City standard inspection fees as provided in Paragraph 1 of the Agreement.
3. **Other Provisions.** Except as described herein, all other terms, conditions, covenants and promises of the Agreement and all exhibits thereto shall remain unchanged and in full force and effect.
4. **Execution of Amendment.** Town shall sign, execute and deliver this First Amendment to the City on or before the close of regular City Hall business hours ~~forty-five (45) days~~ after its final adoption by the City. Town's failure to sign, execute and cause this First Amendment to be received by the City within said time period shall render the First Amendment null and void, unless otherwise authorized by the City. After Town has signed, executed and delivered the First Amendment, the City shall sign and execute the First Amendment.
5. **Authority to Sign.** The person signing this First Amendment on behalf of Town certifies and attests that they have the full and complete authority to bind Town, on whose behalf the person is executing this First Amendment.
6. **Miscellaneous.** The Agreement for Fire Protection, First Responder, Rescue and Inspection Services, as amended by this First Amendment, remains in full

force and effect and is binding on the parties' successors and assigns. This First Amendment may be executed in any number of counterparts, all of which are considered one and the same amendment notwithstanding that all parties hereto have not signed the same counterpart. Signatures of this First Amendment, which are transmitted either or both by electronic or telephonic means (including, without limitation, facsimile and email) are valid for all purposes. Any party shall, however, deliver an original signature of this First Amendment to the other party upon request.

IN WITNESS, the parties to this agreement have caused this instrument to be signed and sealed by duly authorized representatives of the City and Town.

Town of Medary

By: *Linda Seidel*
Linda Seidel, Chairperson

By: *Diane Elsen*
Diane Elsen, Town Clerk

City of La Crosse

By: *Timothy Kabat*
Timothy Kabat, Mayor

By: *Teri Lehrke*
Teri Lehrke, City Clerk

Subscribed and sworn before me
this 14th day of Jan., 2019

Mary L. Hofer
Notary Public, State of WI
My Commission: 3/27/21

Subscribed and sworn before me
this 18th day of March, 2019

John M. Elsen
Notary Public, State of Wisconsin
My Commission: 6/23/2021





City of La Crosse
 400 La Crosse Street
 La Crosse, WI 54601-3396
<http://www.cityoflacrosse.org>

INVOICE
 Customer Copy

CUSTOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE		
TOWN OF MEDARY	01/02/2019	162727	\$0.00	01/31/2019	\$7,500.00		
DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
370 FIRE EXPENSE REIMBURSEMENT	1	\$7,500.00	EACH	\$7,500.00	\$0.00	\$0.00	\$7,500.00
370 FIRE EXPENSE REIMBURSEMENT							
Invoice Total					\$7,500.00		

PLEASE MAKE CHECKS PAYABLE TO: CITY TREASURER
 MAIL TO: CITY OF LA CROSSE TREASURER 400 LA CROSSE ST LA CROSSE, WI 54601

✂ DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT ✂



Promptly Send Payment To:
City of La Crosse
 400 La Crosse Street
 La Crosse, WI 54601-3396
<http://www.cityoflacrosse.org>

54777
 TOWN OF MEDARY
 N3393 SMITH VALLEY RD
 LA CROSSE, WI 54601

INVOICE

Remit Portion

Invoice Date	01/02/2019
Invoice Number	162727
Customer Number	54777
Amount Paid	\$0.00
Due Date	01/31/2019
Invoice Total Due	\$7,500.00

Please write your Account Number on your check and
 enclose this portion of the bill with your payment.
 Make checks payable to: City of La Crosse

