

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WATERTOWN AND THE WATERTOWN MAIN STREET
PROGRAM**

This Addendum is made this ____ day of _____, 2026, by and between the City of Watertown (City), a Wisconsin municipal corporation, and the Watertown Main Street Program (WMSP).

RECITALS

WHEREAS, the City and WMSP entered into a Memorandum of Understanding (“MOU”) for the provision of downtown management services, effective January 1, 2026; and

WHEREAS, the Parties desire to expand the scope of services for a limited time period under the MOU to include concert programming at the Bentzin Family Town Square.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Parties agree as follows:

1. **Additional Services.** WMSP shall organize and manage up to five (5) concerts at the Bentzin Family Town Square during the 2026 calendar year. Such services shall include planning, coordination, promotion, and on-site management necessary to execute each concert event. WMSP shall coordinate with City staff regarding the concert events. WMSP shall comply with all City ordinances and policies applicable to Special Events, including applying for and obtaining a Special Event Permit. Permit fees for the City-sponsored events shall be waived.
2. **Compensation.** The City shall pay WMSP an additional Two Thousand Dollars (\$2,000.00) per concert organized under this Addendum. Payment shall be made following each concert upon receipt of an invoice from WMSP. The City will allocate funding from the SFTS Futures Fund for this compensation, as well as any balance for band contracts covered under this Addendum.
3. **Sponsorship Revenue.** WMSP shall retain in full all sponsorship revenue for the concerts covered under this Addendum that is obtained after the effective date of this Addendum. This provision does not apply to any sponsorships secured prior to the effective date of this Addendum, which will be retained by the City.
4. **Term.** This Addendum shall be effective _____, 2026, and shall remain in effect through December 31, 2026, unless terminated earlier in accordance with the terms of the MOU. This Addendum expires automatically at the end of the 2026 calendar year unless renewed in writing by both Parties.
5. **Insurance.** The concert events covered under this Addendum are City events that are subject to the City’s oversight and approval. WMSP is a third-party vendor acting as an

agent of the City for the purposes of organizing and managing the City events covered under this Addendum. The City will provide insurance coverage for the concert events covered under this Addendum; however, such insurance coverage shall not apply to any other WMSP events.

6. **Relation to the MOU.** Except as expressly modified by this Addendum, all terms and conditions of the MOU shall remain in full force and effect.

Signed and approved this _____ day of _____, 2026.

CITY OF WATERTOWN

WATERTOWN MAIN STREET PROGRAM

BY: _____

BY: _____

Robert Stocks, Mayor

Ron Counsell, WMSP Board President

ATTEST:

Megan Dunneisen, City Clerk

Brian Konz, WMSP Treasurer