



"...meeting community needs...enhancing quality of life."

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

1819 East Witzke Boulevard
Appleton, Wisconsin 54911-8401
(920) 832-5572 FAX (920) 993-3103
Email - dean.gazza@appleton.org

TO: Parks & Recreation Committee

FROM: Dean R. Gazza

DATE: 09-24-18

RE: Action: Request Approval to Accept the Donation of \$100,000 from Principal for Jones Park Playground Equipment

Principal has generously offered to donate \$100,000 towards the purchase and installation of playground equipment at Jones Park. The playground is incorporated in the park's Master Plan, thus an important part of Jones Park.

Per the Sponsorship Policy, donations with a value greater than \$25,000 are to be approved by the Common Council.

As part of the Sponsorship Agreement, Principal has agreed to donate \$100,000 for the purchase and installation of playground equipment. In exchange for that donation, Principal would be recognized by a marker at or near the playground acknowledging its financial contribution in support of the playground. The agreement would have a term of five years after which the City of Appleton has the option of maintaining or removing the marker and similar acknowledgements at our sole discretion.

The Parks, Recreation, and Facilities Management Department recommends approval of this sponsorship. The playground not only would be a great asset for special events in the downtown, but also for park patrons.

Please find the attached sponsorship agreement and donation marker. Please feel free to contact me at 832-5572 or at dean.gazza@appleton.org with any questions.

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (“Agreement”) is entered by and between the City of Appleton, a municipal corporation (“City”) and Principal Foundation, Inc. (“Principal”) as follows:

1. Purpose. Principal has agreed to make a financial donation to the City for the limited purpose of acquiring children’s playground equipment for Jones Park in the City of Appleton. The City has determined that accepting this donation from Principal is in the public interest. In exchange for Principal’s donation and other good and valuable consideration, the City has agreed to the placement of a marker at or near the playground acknowledging Principal’s financial contribution in support of the playground.
2. Acknowledgment. Principal’s donation will be acknowledged by a marker indicating the playground was made possible by a donation from Principal or something to that effect. Use of Principal’s logo on the marker is governed by a separate Logo License Agreement entered into on April 23, 2018, the terms of which are incorporated herein by reference. A rendering of the marker is attached hereto as Exhibit A, however, the parties acknowledge that the actual marker may vary slightly from the rendering. The marker will be placed at a location within Jones Park, and near the playground, as determined by the City.
3. Term. This Agreement shall have a term of five (5) years that runs concurrently with the term set forth in the Logo License Agreement and subject to the terms of the City’s Sponsorship – Parks, Recreation and Facilities Management Policy (“Policy”) incorporated herein by reference. After that time, the City may keep the marker in place subject to the Policy.
4. Maintenance. The City agrees to routinely maintain the marker for the term of this Agreement. In the event the marker becomes damaged beyond repair for any reason, Principal shall be given the option to purchase a replacement marker for placement for the balance of this Agreement’s term.
5. Indemnification. For good and valuable consideration, the City on behalf of its officials, officers, employees and agents does agree to indemnify and defend Principal from and against any liability arising out of this Agreement and the placement of the marker in particular.
6. Governing Law. This Agreement will be governed by the laws of the state of Wisconsin.

The undersigned have read this Agreement, understand the terms and conditions contained herein, and by signing below agree to be bound by its terms. Each party represents to the other that the individual signing this Agreement is authorized to sign on its behalf and bind such party. This Agreement shall not become effective until signed by both parties.

Dated this ____ day of _____, 2018.

PRINCIPAL FOUNDATION, INC.

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

CITY OF APPLETON

By: _____
Printed Name: _____
Title: _____

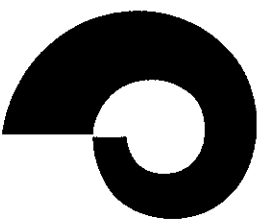
By: _____
Printed Name: _____
Title: _____

Approved as to form:

James P. Walsh, City Attorney

A18-0344

THIS PLAYGROUND MADE
POSSIBLE BY

 **Principal**[®] Foundation

2018