

**MEMORANDUM OF UNDERSTANDING
CITY OF APPLETON AND APPLETON NORTHSIDE BUSINESS ASSOCIATION**

I. THE PARTIES

- 1.01 The City of Appleton ("City"), a Wisconsin municipal corporation with a business address of 100 North Appleton Street, Appleton, WI 54911-4799.
- 1.02 The Appleton Northside Business Association ("ANBA"), a business networking association with a mailing address of P.O. Box 2412 Appleton, WI 54912-2412.

II. THE RECITALS

WHEREAS,

- 2.01 The City leases streetlight poles ("streetlights") located throughout the city of Appleton, including on Richmond Street.
- 2.02 ANBA and the City believe it would be beneficial to the aesthetics of the city and to display patriotism to have American flags ("flags") hung from streetlights along Richmond Street.
- 2.03 ANBA desires to contribute money to the City for the purpose of procuring flags and flag holders to hang flags from streetlights along Richmond Street.

III. THE AGREEMENT

NOW, THEREFORE, it is agreed between the parties as follows:

- 3.01 The previously stated recitals shall be incorporated as part of this Memorandum of Understanding ("Agreement").
- 3.02 The City shall make best efforts to receive written permission from WE Energies to affix flag holders and flags on specific streetlights located on Richmond Street, between College Avenue and Northland Avenue, as specified in Exhibit A.
 - 3.02.1 In the event the City is unable to obtain written permission from WE Energies by or before July 1, 2016, this Agreement shall be void.
- 3.03 ANBA shall provide to the City, in compliance with the City's procurement policy and in an amount left to the discretion of the ANBA, money in an amount adequate to purchase eighty

(80) three foot by five foot (3' x 5') flags and sixty (60) six foot (6'), two- (2) piece aluminum flag holders that rotate with the wind, all of which shall become the property of the City.

- 3.04 Upon ratification of this agreement, the City shall make best efforts to install the flags and flag holders onto the selected Richmond Street streetlight poles as soon as reasonably possible.
- 3.05 The City further agrees to remove the flags from the flag holders in the fall, to properly store the flags, and to place the flags in the flag holders in the spring, repeating this cycle as long as there are serviceable flags.
- 3.06 The City shall use its discretion to select the date(s) the flags are to be put out each spring and taken down each fall. However, flags shall be on display annually from Flag Day (June 14th) through Veterans Day (November 11th).
- 3.07 The City shall use its discretion in determining when a flag is in such condition that it is no longer serviceable as a fitting emblem for display and shall take the appropriate steps to destroy the flag in a dignified way.
- 3.08 The City shall notify ANBA when the City no longer has enough serviceable flags to put in all of the flag holders, at which time ANBA may provide the City additional flags and/or monies to purchase new flags. Should ANBA decline to provide the City additional flags and/or monies to purchase new flags, the City shall be under no obligation to obtain new flags.
- 3.09 In the event there are no longer enough serviceable flags to put in all of the flag holders, the City shall use its discretion in determining which flag holders shall be utilized.

IV. SEVERABILITY CLAUSE

- 4.01 Should any part of this Agreement be found to be illegal, it shall be stricken from the Agreement and the Agreement interpreted as if that clause did not exist.

V. INDEMNIFICATION

- 5.01 For good and valuable consideration described and bargained for within this Agreement, ANBA agrees to indemnify, defend and hold harmless the City and its officers, officials, employees and agents from and against any and all liability, loss, damage, expense, costs (including attorney fees) arising out of this Agreement, caused in whole or in part by ANBA, its officers, officials, employees, volunteers, agents or anyone for whose acts they may be liable, except where caused by the sole negligence or willful misconduct of the City.

IN WITNESS WHEREOF, the parties have caused the foregoing instrument to be executed in three (3) original counterparts on this ____ day of _____, 2016.

Appleton Northside Business Association

Witness: _____
Printed Name: _____

By: _____
Printed Name: _____
Title: _____

Witness: _____
Printed Name: _____

By: _____
Printed Name: _____
Title: _____

City of Appleton

Witness: _____
Printed Name: _____

By: _____
Printed Name: _____
Title : _____

Provision has been made to pay the liability
That will accrue under this agreement.

Approved as to form:

Anthony D. Saucerman, Director of Finance

James P. Walsh, City Attorney

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