

05/11/2001

34-R-01

A RESOLUTION

**Authorizing the City Manager to Extend an Agreement
with the Evanston Athletic Club for Senior Citizen Participation**

WHEREAS, the City and the Evanston Athletic Club entered into an Agreement on April 11, 2000, whereby Senior Citizens who are members of the Levy Center were permitted to use the Evanston Athletic Club facilities and programs; and

WHEREAS, the City and the Evanston Athletic Club wish to extend this Agreement to May 31, 2002;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That the City Manager is hereby authorized and directed to sign and the City Clerk, hereby authorized and directed to attest on behalf of the City of Evanston, an extension of the Agreement with the Evanston Athletic Club for senior citizen participation at that facility, attached hereto as Exhibit A.

SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional conditions of the Agreement as may be determined to be in the best interests of the City.

SECTION 3: That this Resolution shall be in full force and effect from and after the date of its passage and approval in the manner required by law.

Adopted: May 21, 2001



Mayor Pro Tem

ATTEST:

Mary P. Morris (mp)
City Clerk

**EXTENSION OF
AGREEMENT BETWEEN THE CITY OF EVANSTON
AND THE EVANSTON ATHLETIC CLUB**

This Agreement ("Agreement") is made as of this 11 day of JUNE, 2001, by and between the CITY OF EVANSTON, an Illinois municipal corporation ("City"), and the EVANSTON ATHLETIC CLUB ("EAC").

WHEREAS, the City and the EAC entered into an Agreement on April 11, 2000 whereby Senior Citizens who are members of the Levy Center were permitted to use the EAC facilities and programs; and

WHEREAS, the City and EAC wish to extend this Agreement to May 31, 2002,

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter contained, agree as follows:

1. That the EAC agrees to permit Levy Center Senior Citizens to use its facilities including all fitness equipment and the pool and to permit Senior Citizens to partake in selected programs based on set schedules.
2. The City agrees to pay the EAC two and no/100 dollars (\$2.00) per senior citizen per visit to the facility.
3. The parties agree that this Agreement shall be extended to May 31, 2002, and shall be renewable upon agreement of both parties.
4. The EAC hereby fully releases and discharges the City of Evanston, its officers, agents and employees from any and all claims from injuries, including death, damage or loss which may arise or may be alleged to have arisen out of, or in connection with this Agreement.

5. The EAC further agrees to indemnify and hold harmless and defend the City of Evanston, its officers, agents and employees from any and all claims resulting from injuries, including death, damages and losses, including, but not limited to the general public, which may arise or may be alleged to have arisen out of, or in connection with this Agreement with the City of Evanston.

6. The Evanston Athletic Club agrees to add the City as an additional insured.

IN WITNESS WHEREOF, the City of Evanston and Evanston Athletic Club have caused this Agreement to be executed, as of the date first set forth above, by their duly authorized representatives.

CITY OF EVANSTON



(Signature)

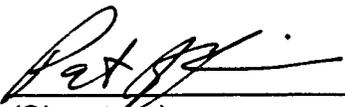
City Manager

(Title)

6/7/01

(Date)

EVANSTON ATHLETIC CLUB



(Signature)

OWNER

(Title)

6/11/2001

(Date)