

7/18/2008

49-R-08

A RESOLUTION

**Thanking the Evanston Baseball and Softball Association,
and Authorizing the City Manager to Accept the Contribution from
the Evanston Baseball and Softball Association
for Scoreboards at James Park**

WHEREAS, the Evanston Baseball and Softball Association; has generously offered to make a donation of four electronic scoreboards to the City of Evanston for James Park fields 1 through 4; and

WHEREAS, the City Council hereby expresses its gratitude and appreciation to the Evanston Baseball and Softball Association for the generous donation to the City of Evanston; and

WHEREAS, accepting this donation is in the best interest of the residents of Evanston; and

WHEREAS, the City Council hereby accepts the donation,

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

SECTION 1: That the foregoing recitals are found as fact and made a part hereof.

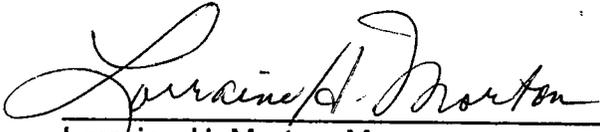
SECTION 2: That the City Manager is hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest on behalf of the City of Evanston, an Agreement Between the City of Evanston and

Evanston Baseball and Softball Association for Scoreboards at James Park attached hereto as Exhibit A.

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

SECTION 3: That the City Clerk is hereby directed to provide a certified copy of this Resolution 49-R-08 to the Evanston Baseball and Softball Association.

SECTION 4: That this Resolution 49-R-08 shall be in full force and effect from the date of its passage and approval in the manner provided by law.


Lorraine H. Morton, Mayor

Attest:


Rodney Greene, City Clerk

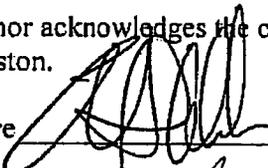
Adopted: July 28, 2008

City of Evanston Letter of Agreement for Donation

This is an Agreement made by and between Evanston Baseball and Softball Association, hereafter referred to as "Donor" or "EBSA" and the City of Evanston, hereafter referred to as "City."

1. The Donor agrees to make a contribution of four electronic, remote controlled scoreboards to the City of Evanston on fields 1-4 at James Park, Evanston (the "Project").
2. The Project is to be installed outside the center field fences on at Fields 1-4 at James Park, Evanston, by EBSA through its subcontractors.
3. The City shall have the right to REQUIRE ALL NECESSARY PERMITS, make an on-site inspection of the Work after fabrication has been completed and prior to installation, to determine whether the Work is in compliance with the Agreement with EBSA. Final Acceptance of the Work by the City occurs after installation of this Work and receipt by City of all documents EBSA is required to provide and performance of all obligations by EBSA. City's approval given as a condition precedent to installation of the Work does not obligate City to give Final Acceptance.
4. Note that City funding is not available for this Project, and that all expenses associated with the installation of the scoreboards will be assumed by the Donor.
5. EBSA is required to supply the equipment, tools and materials necessary to complete the project and the installation. The installation will be performed at no cost to the City. The City agrees to properly maintain the scoreboards, excluding the remote control units, and to perform all necessary repairs at reasonable cost, as needed, on a timely basis.
6. The anticipated completion and installation of this project is September 2008.
7. If the City of Evanston finds it necessary, due to unusual circumstances, to terminate the project before completion, an official notification will be sent to EBSA. In the event of any such termination, the City of Evanston shall compensate EBSA for all services performed and reasonable costs incurred with the installation and purchase of the equipment for the project.
8. The Donor acknowledges the conditions of the agreement, agrees to the guidelines set forth by the City of Evanston.

Signature

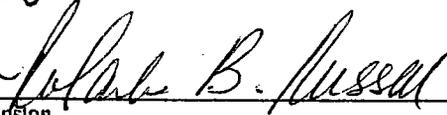
 EBSA Co-PRESIDENT

Date

8/11/08

Signature

City of Evanston

 Robert B. Russell

Date

9-3-2008

AGREEMENT BETWEEN THE CITY OF EVANSTON AND EVANSTON BASEBALL AND SOFTBALL ASSOCIATION

THIS AGREEMENT is entered into this 28 day of July, 2008 by and between the City of Evanston (hereinafter, "City"), an Illinois municipal corporation, 2100 Ridge Avenue, Evanston, Illinois, and Evanston Baseball and Softball Association (hereinafter, "EBSA"), a not for profit entity.

AGREEMENT

ARTICLE 1. RECITALS

The above recitals are incorporated into this Agreement as if fully set forth herein.

ARTICLE 2. DESCRIPTION OF AGREEMENT

- 2.1 EBSA shall order and commission services for the installation of four electronic, remote control scoreboards at James Park, Fields 1-4 (hereinafter, "the Work").

Copies of the invoices for the Phase 1 environmental, scoreboards and installation are attached in Exhibit A, attached hereto and made a part hereof.

ARTICLE 3. ENVIRONMENTAL REPORT CONDITION PRECEDENT

At EBSA's sole cost, EBSA shall present a report acceptable to the City from a licensed environmental company acceptable to the City evidencing that the scoreboards can be safely installed on fields 1-4 at James Park. The City's acceptance of the environmental report is a condition precedent to execution of this Agreement. EBSA understands that its expenditures for the report will not be reimbursed by the City.

ARTICLE 4. SCOPE OF WORK

- 4.1 Scope of Services. EBSA shall arrange for all services, material, and equipment as necessary for the installation of the scoreboards at James Park, all as described in this Agreement and the Exhibits hereto, collectively, "the Agreement."
- 4.2 Execution of Work. It is EBSA's intention to schedule installation of the scoreboards during July 2008. EBSA shall coordinate installation scheduling with the City.
- 4.3 Delivery and Installation. EBSA shall notify the City seven (7) business days in advance in writing prior to installation of the scoreboards beginning at James Park. Execution of this Agreement constitutes the City's acknowledgement and agreement that it is satisfied that the work conforms to all applicable specifications prior to work beginning at James Park. EBSA shall be responsible for all expenses, labor, and equipment to prepare the Site for timely installation of the Work. EBSA and the City will monitor/supervise installation of the Work and will be on-site during substantially all installation times. EBSA will, upon the

City's written request therefore, promptly provide the City with all documentation and information the City determines appropriate for installation of the Work. The City will waive, or, at its sole cost, obtain, all required permits.

4.4 Final Acceptance.

- (a) "Final Acceptance" is the phase of this Agreement which occurs after installation of this Work and receipt by City of all documents EBSA is required to provide and performance of all obligations by EBSA.
- (b) The City shall give written notice to EBSA within five (5) business days of discovery thereof of any and all EBSA's failure(s) to perform under this Agreement which prevent City's final acceptance of the Work.
- (c) The City's final acceptance of the Work, if given, shall be made in writing to EBSA within ten (10) business days of its decision. Submission to the City of lien waivers from EBSA's subcontractors is a prerequisite to City's final acceptance of the Work.

4.5 Risk of Loss. The risk of loss or damage to the Work shall be borne by the City immediately upon installation of the Work.

4.6 Title. Title to the Work shall pass to the City upon final acceptance by the City.

4.7 Ownership of Documents. Upon final acceptance, all preparatory drawings, studies, designs, invoices submitted under this Agreement shall become the property of the City, except as may otherwise be agreed to by EBSA and the City.

4.8 Alteration/Maintenance of the Work or of the Site. The City has the unconditional right to remove the Work from James Park and to exercise any and all other ownership rights over the Work. The City agrees to properly maintain the Work and to perform all necessary repairs at reasonable cost, as needed, on a timely basis. If the City shall at any time decide to destroy or remove the Work, it shall by notice to EBSA offer EBSA a reasonable opportunity to recover the Work at no cost to EBSA, except for an obligation of EBSA to indemnify and reimburse the City for the amount by which the cost to the City of such recovery exceeds the costs to the City of the proposed destruction as determined solely by the City. Upon return of the Work to EBSA by the City, EBSA shall release the City of Evanston from any and all liabilities.

ARTICLE 5. INSURANCE

5.1 Property Insurance. The City and not EBSA shall maintain all-risk property insurance and comprehensive general liability insurance and other appropriate coverages for the installation of the Work and maintenance of equipment beginning from execution of this Agreement. EBSA shall be named as an additional insured on all such policies.

ARTICLE 6. EBSA'S RIGHTS

6.1 Sponsorships. It remains within the sole discretion and authority of EBSA to sell and/or offer sponsorship opportunities/advertisements for display on the scoreboards. EBSA retains the exclusive right to enter into contracts with sponsors and to display sponsorship advertisements on the scoreboards for a period of time and at a cost determined by EBSA. All proceeds received from the sale of sponsorship advertisements remain the sole possession of EBSA. The following industries and products are not eligible for sponsorship:

- (a) Business Entities whose business is substantially derived from the sale or manufacture of tobacco products or alcoholic beverages.

EBSA also understands that the City has the right to remove any display that is not in the best interests of the City.

6.2 Unless mutually agreed to in writing by the parties, sole use/operation of the scoreboards remains with EBSA. No entity(ies) or individual(s) other than EBSA, or those pre approved by EBSA, are to be given access to the scoreboards, including the remote controls for operation of the scoreboards.

6.3 Additional Rights and Remedies. Nothing contained in this Article 6 shall be construed as a limitation on such other rights and remedies available to EBSA or the City under the law which may now or in the future be applicable.

6.4 Subcontracting by EBSA. EBSA may subcontract portions of the services to be provided hereunder at EBSA's expense provided that said subcontractors obtain all insurance required of the City under this Agreement. EBSA shall submit a notarized statement to the City listing all persons or entities who provided services and/or products to EBSA in connection with this Agreement and shall provide lien waivers from all such persons and entities.

ARTICLE 7. NOTICES

Notices. All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery, if delivered personally, or on the fifth (5th) day after mailing if sent by registered or certified mail, return receipt requested, first-class postage prepaid, as set forth below. Faxed communications are a convenience to the parties, and not a substitute for personal or mailed delivery.

a. if the City, to: Director of Parks, Recreation & Forestry
 City of Evanston
 2100 Ridge Avenue
 Evanston, Illinois 60201
 Fax (847) 448-8051
 Phone (847) 866-2914

with a copy to: Law Department
 City of Evanston

2100 Ridge Avenue
Evanston, Illinois 60201
Fax (847) 448-8093
Phone (847) 866-2937

b. if EBSA, to:

PO Box 5530
Evanston, IL 60204

or otherwise by notice served in accordance with this Article.

ARTICLE 8. TERMINATION

If either party to this Agreement shall substantially fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements or stipulations in this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have fifteen business (15) days after the receipt of the notice to cure default. The non-defaulting party may, but is under no obligation whatsoever to do so, give the defaulting party an additional specified time period in which to cure the default, notice of which shall be provided in writing. If the default is not cured, then, at the option of the non-defaulting party, this Agreement shall terminate. Notwithstanding anything in the foregoing to the contrary, City may terminate this Agreement without prior notice in the event the City reasonably and for good and sufficient cause determines that continuation of the Agreement presents an emergency or threat to life, safety, or welfare. In the event of default by the City, without the fault of EBSA, the City shall compensate EBSA for all services performed and reasonable costs incurred under this Agreement, including the costs expended to purchase and install the Work by EBSA prior to termination.

ARTICLE 9. MISCELLANEOUS

- 9.1 Applicable Law. The law of Illinois, including its conflicts of law provisions, shall apply to interpretation and enforcement of this Agreement. Venue shall be within Cook County, Illinois. The parties waive trial by jury.
- 9.2 Litigation. In the event of litigation or claim(s) against the City arising out of this Agreement by anyone other than EBSA, EBSA shall cooperate fully with the City.
- 9.3 Severability. In the event any provision(s) of this Agreement is found by a court of competent jurisdiction to be in violation of applicable law, provision(s) unaffected thereby shall remain in effect.

9.4 Entire Agreement. This document represents the entire Agreement between the City and the EBSA. Any and all prior agreements, undertakings written and oral, are hereby superceded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

CITY:

By: [Signature]
Evanston City Manager

[Signature] EBSA
EBSA CO-PRESIDENT

[Signature]
Witness

[Signature]
Witness

RODNEY GREENE
Printed Name of Witness

MICHAEL J. WEBER / DEBBIE DUNN
Printed Name of Witness

2100 Ridge Ave
Address of Witness

605 W. 89th Ave, Crown Pt, IL
Address of Witness

evanston

Baseball & Softball Association



City of
Evanston

BALL STRIKE OUT

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GUEST

INN

HOME

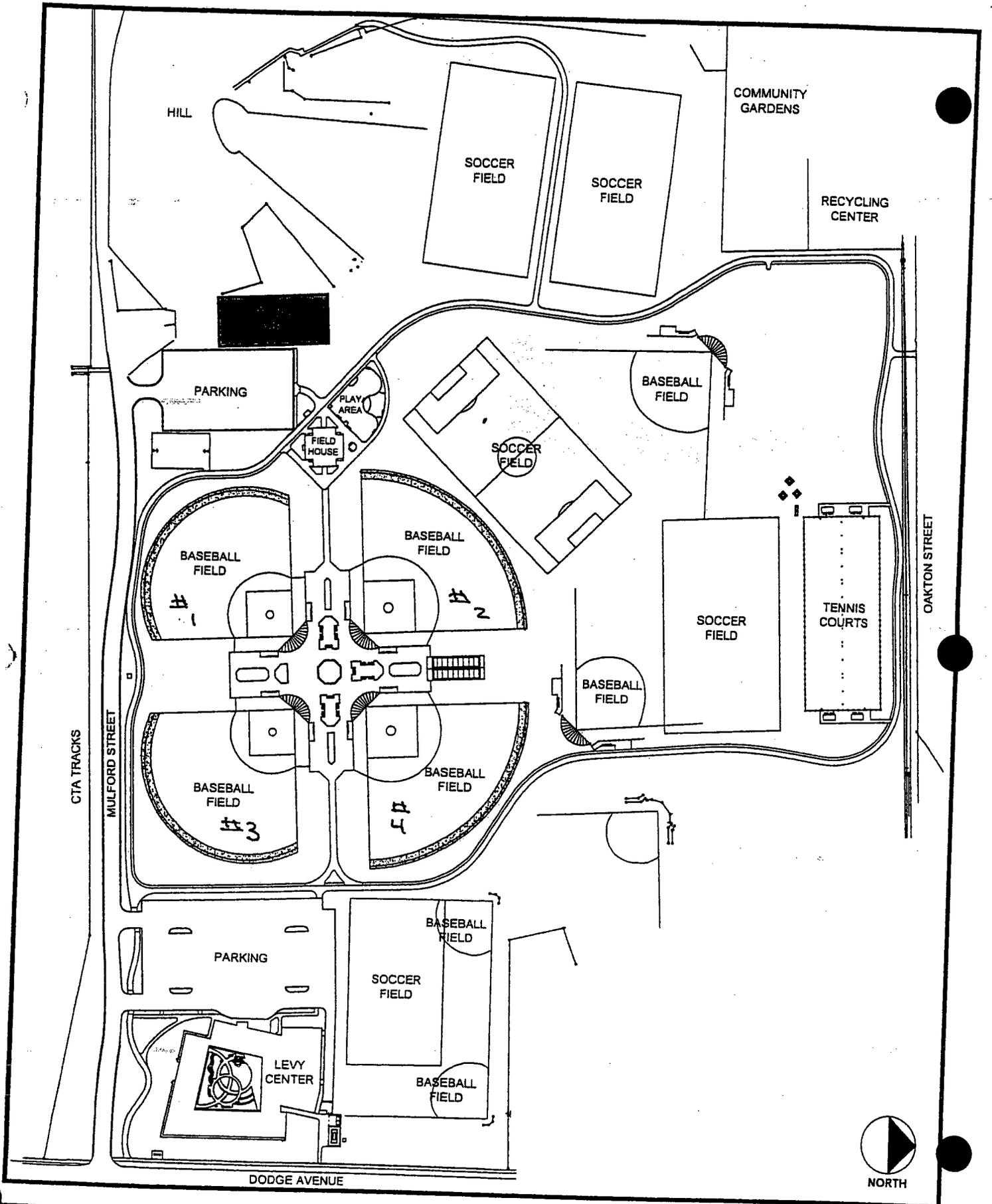
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**COLDWELL
BANKER** 

RESIDENTIAL BROKERAGE

HECKY'S

Barbecue
& Hot Sauce



CITY OF EVANSTON
 Department of Parks / Forestry & Recreation
 2100 Ridge Avenue
 Evanston, Illinois 60201



PICNIC AREA
 JAMES PARK

SHEET NO.	
SCALE	1" = 200'
DATE	07/2004
DRAWN BY	