

ROBERT CROWN CENTER GIFT AGREEMENT
City of Evanston

This Gift Agreement (the “Agreement”) is made this ____ day of _____, 2019 by and among NorthShore University HealthSystem, an Illinois not-for-profit corporation, with offices at 1000 Central Street, Evanston, Illinois 60201 (hereinafter referred to as “Donor”), and the CITY OF EVANSTON, an Illinois home rule municipal corporation, with offices at 2100 Ridge Avenue, Evanston, Illinois 60201 (hereinafter referred to as “the City”).

The Donor and the City agree as follows:

1. Donor Commitment. The Donor hereby pledges to the City the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) (“Gift”) which as provided for herein is designated for the benefit of the City of Evanston.
2. Donor Purpose. It is understood and agreed that the Gift will be used to fund the construction of a new modern sports and community center to replace the existing Robert Crown Community Center with athletic fields and a new branch library (the “Project”).
3. Gift Payment. The Gift is an irrevocable pledge that will be paid over a period of five (5) years to the Friends of Robert Crown Center (“FRCC”). Donor may accelerate the payment of any or all of this pledge at any time in Donor’s discretion so long as the cumulative total of all gift payments meets the forgoing schedule. All donations are non-refundable unless otherwise specifically provided in this Agreement.
4. Acknowledgment. In recognition of the Donor’s generosity, the City will acknowledge the Gift in the following ways:
 - a. By including Donor’s logo or other graphic (“Signage”) on Rink 1 3’ x 8’ Dasher Board Ad [1-12] (“Dasher Board 1”). Attached as Exhibit “A” are drawings depicting the intended design, location and installation of the Signage. The proposed Signage must be mutually acceptable to the Donor and the City and must be approved in writing by both the Donor and the City Manager. Nothing herein shall be interpreted as requiring the City to undertake construction or commence any capital project without all required approvals. Before the Signage is erected, Donor shall demonstrate reasonable and timely pledge payments. After the Signage is affixed, Donor will continue pledge payments in accordance with the foregoing schedule. Donor’s Signage in Rink 1 shall be exclusive as to health and hospital systems or other comparable competitors of Donor. Subject to the terms of this Agreement, the Signage will last for five (5) years from the date the construction of the Facility is completed.
 - b. By including Signage on Rink 2 3’ x 8’ Dasher Board Ad [1-12] (“Dasher Board 2”). Attached as Exhibit “A” are drawings depicting the intended design, location and installation of the Signage. The proposed Signage must be mutually acceptable to the Donor and the City and must be approved in writing by both the Donor and

the City Manager. Nothing herein shall be interpreted as requiring the City to undertake construction or commence any capital project without all required approvals. Before the Signage is erected, Donor shall demonstrate reasonable and timely pledge payments. After the Signage is affixed, Donor will continue pledge payments in accordance with the foregoing schedule. Subject to the terms of this Agreement, the Signage will last for five (5) years from the date the construction of the Facility is completed.

- c. Donor will also be permitted to place an informational kiosk (“Kiosk”) within the lobby of the Project. Kiosk will feature automated and interactive components which may include, but not be limited to, appointment scheduling and/or private telemedicine consultation services. Kiosk may contain a screen or shield to protect patient privacy. Appearance of the Kiosk must be mutually acceptable to the Donor and the City and must be approved in writing by both the Donor and the City Manager. Subject to the terms of this Agreement, the placement of the Kiosk will last for five (5) years from the date the construction of the Facility is completed.
 - d. By including Signage in the Project’s gymnasium which may include reference to Kiosk. Attached as Exhibit “A” are drawings depicting the intended design, location and installation of the Signage. The proposed Signage must be mutually acceptable to the Donor and the City and must be approved in writing by both the Donor and the City Manager. Nothing herein shall be interpreted as requiring the City to undertake construction or commence any capital project without all required approvals. Before the Signage is erected, Donor shall demonstrate reasonable and timely pledge payments. After the Signage is affixed, Donor will continue pledge payments in accordance with the foregoing schedule. Donor’s Signage in the Project’s gymnasium shall be exclusive as to health and hospital systems or other comparable competitors of Donor. Subject to the terms of this Agreement, the Signage will last for five (5) years from the date the construction of the Facility is completed.
5. Termination. In addition to any rights and remedies available at law, the City may terminate this Agreement and all rights and benefits hereunder, including terminating the Signage:
- a. In the event of any default in payment of the Gift as provided in this Agreement, or
 - b. In the unlikely event the City determines in its reasonable and good faith opinion that circumstances have changed such that the Signage chosen by the Donor would adversely impact the reputation, image, or integrity of the City in the event of a continued association with the Donor and the continuation of the Signage and other forms of acknowledgement provided for herein.

Upon any such termination of this Agreement and/or Signage hereunder, the City shall have no further obligation or liability to the Donor and shall not be required to return any

portion of the Gift already paid. The City, however, may in its sole and absolute discretion determine an alternative recognition for the portion of the Gift already received.

6. **Modification of Signage.** If during the useful life of the Facility, the Facility is transferred or conveyed from the City, closed, deconstructed, destroyed or severely damaged, significantly renovated, upgraded, or modified, relocated, or replaced, then the Signage and other forms of acknowledgment provided for herein will cease. In such event, however, the Donor, if available, and in consultation with and as agreed by the City, will have the right, for no additional payment, to installation of Signage within another available and equivalent location within the Facility.
7. **Intent.** It is the agreement of the parties and the intention and wish of the Donor that this Gift and any unpaid promised installment under this Agreement shall constitute the Donor's binding obligation and shall be enforceable at law and equity including, without limitation, against the Donor and the Donor's agents, successors and assigns. The Donor acknowledges that the City is relying, and shall continue to rely, on the Donor's Gift being fully satisfied as set forth herein.
8. **Nature of Commitment.** Both parties agree and affirm that the Donor shall receive no goods or services for this contribution, other than the acknowledgment and recognition described herein. This contribution shall have no connection to any business relationship established at any time between the Donor and the City.
9. **Certification of Tax-Exempt Status.** In executing this Agreement, Donor certifies and covenants that it is and will continue to be, for the duration of the life of this Agreement, a Tax-Exempt Organization. A "Tax-Exempt Organization" means an organization that is described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code"), which is exempt from federal income taxation under Section 501(a) of the Code. Donor further certifies and covenants that it has not and will not use the Facility in an Unrelated Trade or Business. "Unrelated Trade or Business" means an activity that constitutes an "unrelated trade or business" within the meaning of Section 513(a) of the Code, without regard to whether such activity results in unrelated trade or business income subject to taxation under Section 511 of the Code.
10. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of Illinois. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.
11. **Amendment.** By mutual consent of the City and the Donor or the Donor's legally or duly appointed agent or attorney-in-fact, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions or additions shall be recorded in written signed addenda, which shall form part of this Agreement.

12. Third Parties. Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies under this Agreement.
13. No Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder, at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants, or conditions.
14. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction.
15. Freedom of Information Act. This Agreement and all related public records maintained by, provided to or required to be provided to the City are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this Agreement.
16. Severability. Except as otherwise provided herein, the invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the other provisions, and this Agreement shall continue in all respects as if such invalid or unenforceable provision had not been contained herein.
17. Savings Clause. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions, or results, the remaining parts or portions of this Agreement shall remain in full force and effect.
18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A facsimile copy of a signature shall be as binding as an original signature.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above by their respective officers thereunto duly authorized.

NORTHSHORE UNIVERSITY
HEALTHSYSTEM
An Illinois not-for-profit corporation

CITY OF EVANSTON
An Illinois home rule municipal corporation

By: _____

By: _____

Its: President and CEO

Print Name: Gerald Gallagher

Its: City Manager

Print Name: Wally Bobkiewicz