

ROBERT CROWN CENTER GIFT AGREEMENT
City of Evanston

This Gift Agreement (the “Agreement”) is made this ____ day of _____, 2019 by and between BEACON ACADEMY, a Montessori high school and a not-for-profit organization with offices at 1574 Sherman Ave, 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”) and collectively referred to as the “Parties”.

The Donor and the City agree as follows:

1. Donor Commitment. The Donor hereby pledges to the City the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) (“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, in part, the construction of a new modern sports and community center (the “Center”) to replace the existing Robert Crown Community Center with athletic fields and a new branch library (the “Project”). The new Center will also be named the Robert Crown Community Center.
3. Gift Payment. The Gift is an irrevocable pledge that will be paid to the City over a period of seven (7) years to the Friends of the Robert Crown Center. Although the pledge of the Gift is irrevocable, payment of the Gift is contingent upon the contemporaneous and continuing validity of a Use Agreement between the Parties (the “Use Agreement”) pursuant to which Donor will be entitled to use the newly constructed Robert Crown Community Center, subject to the terms of the Use Agreement. The first of seven equal pledge payments will be due within 10 business days after the commencement of Donor’s usage of the Robert Crown Community Center. Thereafter, Donor will make at least annual payments until the pledge is paid in full or until termination of the Agreement. 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 become the property of the City upon delivery and are non-refundable unless otherwise specifically provided in this Agreement. It is understood and agreed that the Gift funds received may be invested at the discretion of the City pending distribution.
4. Acknowledgment. In recognition of the Donor’s generosity, the City will acknowledge the Gift by placing the Beacon Trailblazers logo (the “Naming”) in the gymnasium of the new Center. Attached as Exhibit “A” are drawings depicting the intended design, location and installation of the signage. The proposed Naming 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. After the Naming is affixed, Donor will continue to issue pledge payments on an annual basis

thereafter. Subject to the terms of this Agreement, the Naming will be in place prior to the commencement date of Donor's usage of the Center and remain in place on the gymnasium wall during the term of this Use Agreement.

5. Termination of Naming. 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 Naming:
 - a. In the event of any default in payment of the Gift as provided in this Agreement, which default is not remedied within thirty (30) days, or
 - b. In the unlikely event the City determines in its reasonable and good faith opinion that circumstances have changed such that the Naming chosen by the Donor would have a substantial and adverse effect on the reputation, image, or integrity of the City in the event of a continued association with the Donor and the continuation of the Naming provided for herein. The City will provide not less than thirty (30) days prior written notice of its intent to terminate the Naming, providing a detailed description of what circumstances changed leading to the decision. During the notice period, the City and Donor will negotiate in good faith to remedy the circumstances that led to the City's determination to terminate the Naming.

Upon any such termination of this Agreement and/or Naming hereunder, (i) the City shall have no further obligation to the Donor and shall not be required to return any portion of the Gift already paid and (ii) Donor will have no further obligation to the City to pay the outstanding balance of the Gift pledge amount. 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 Naming. If during the useful life of the Center, the Center is transferred or conveyed from the City, closed, deconstructed, destroyed or severely damaged; significantly renovated, upgraded, or modified; relocated or replaced, then the Naming 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 have another available and equivalent location within the Center named after the Donor.
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 successors and assigns. The Donor acknowledges that the City is relying, and shall continue to rely, on the Donor's Gift being fully satisfied, subject to the terms of this Gift Agreement and the Use Agreement.
8. Maintenance Fund. On July 24, 2017, the City Council adopted Resolution 65-R-17, *A Resolution Creating a Separate Fund entitled the 'Robert Crown Community Center Maintenance Fund' and Directing Certain Donation Funds to be Deposited and Utilized*

after the Construction of the New Facility. Commencing in 2021, the City will provide annual deposits of at least \$175,000 to the Robert Crown Community Center Maintenance Fund (the "Maintenance Fund") for 30 years to ensure that the new RCC will be viable in the long term.

9. 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.
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 (excluding the contemporaneous Use Agreement), 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 amendments, modifications, or deletions shall be recorded in written addenda signed by authorized representatives of both Parties, which addenda shall attach to and 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, 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.

BEACON ACADEMY
An Illinois not-for-profit corporation

CITY OF EVANSTON
An Illinois home rule municipal corporation

By: _____

By: _____

Its: President

Its: City Manager

Print Name: Patty Abrams

Print Name: Wally Bobkiewicz

By: _____

Its: Head of School

Print Name: Jeffery Bell

EXHIBIT A

BEACON ACADEMY LOGO