

RESOLUTION R-5369

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND ACCEPTING THE DONATION OF FOUR NEW SCOREBOARDS FROM THE LEE JOHNSON AUTOMOTIVE FAMILY AND KIRKLAND AMERICAN LITTLE LEAGUE, IN PARTNERSHIP WITH LITTLE LEAGUE INTERNATIONAL, FOR USE AT EVEREST PARK.

1 WHEREAS, the scoreboards at Everest Park have reached the
2 end of their useful lives and need to be replaced and this replacement
3 is estimated to cost \$75,000; and
4

5 WHEREAS, The Lee Johnson Automotive Group and Kirkland
6 American Little League, in partnership with Little League International,
7 have generously agreed to purchase, donate, and install four new
8 scoreboards for use at Everest Park to the City of Kirkland for the
9 enjoyment of all; and
10

11 WHEREAS, The Lee Johnson Automotive Group has committed
12 to donate \$30,000, Little League International has committed to donate
13 \$20,000 to Kirkland American Little League's fundraising efforts, and
14 Kirkland American Little League has committed to donating the
15 remainder of the necessary funds, approximately \$25,000, to fund the
16 replacement project in its entirety; and
17

18 WHEREAS, the 2015 Parks, Recreation & Open Space Plan
19 identifies Youth Sports as a top priority for the community; and
20

21 WHEREAS, this donation will enhance the park by fulfilling a
22 currently unfunded need within the city which benefits youth sports
23 participants; and
24

25 WHEREAS, the City Council desires to accept the donation of the
26 scoreboards on behalf of the City of Kirkland; and
27

28 WHEREAS, the scoreboards will be installed in place of the
29 existing scoreboards at the four fields at Everest Park located at 500 8th
30 St South, Kirkland, Washington.
31

32 NOW, THEREFORE, be it resolved by the City Council of the City
33 of Kirkland as follows:
34

35 Section 1. The City Manager is authorized and directed to
36 execute the Agreement attached hereto as Exhibit A, providing for the
37 acceptance by the City of Kirkland of the scoreboards as a donation from
38 The Lee Johnson Automotive Family and Kirkland American Little League
39 in partnership with Little League International.
40

41 Passed by majority vote of the Kirkland City Council in open
42 meeting this 2nd day of April, 2019.

43

Signed in authentication thereof this 2nd day of April, 2019.


Penny Sweet, Mayor

Attest:


Kathi Anderson, City Clerk

EVEREST PARK SCOREBOARD DONATION

AGREEMENT

This Donation Agreement ("Agreement") is entered into as of the ____ day of April 2019, by and between The Lee Johnson Auto Family and Kirkland American Little League, in partnership with Little League International ("Donors"), and the City of Kirkland ("the City").

Whereas, Donors desire to donate new scoreboards for Everest Park to the City based upon certain conditions contained in this Agreement; and

Whereas, the City desires to accept the donation from Donors and comply with the conditions contained herein;

NOW, THEREFORE, the parties hereby agree as follows:

1. **Scoreboards**. Donors will cover all expenses associated with the purchase, shipping, installation, labor, tax, permitting, and any other associated expense for four new scoreboards ("the Scoreboards") to be donated to the City and installed at Everest Park ("the Park"), 500 8th St South, Kirkland, Washington. The Scoreboards shall replace the existing scoreboards currently in place at the Park, utilizing existing poles and electrical infrastructure. The Scoreboards will be as follows:

<u>Field 1:</u>	Fairplay Model BA-7218-2 (with pitch count)
<u>Field 2 - 4:</u>	Fairplay Model BA-7100PC-2 (with pitch count)

Specifications shown in Exhibit A. Equivalent scoreboards may be substituted if approved in writing by all parties.

2. **Installation and Insurance**. Donors will select and contract with a licensed contractor to install the scoreboards at the Park at a mutually agreed upon date and time. Parks Maintenance Staff will be on site to assist with installation as needed. Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein, including insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types and coverage as described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop-gap liability, and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

F. Public Entity Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella Liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

G. Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

H. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business day's notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

3. **Acceptance of Donation:** The City agrees to accept this donation, under the terms and conditions of this Agreement. Donors and the City agree that the City shall become the owner of the Scoreboards and associated equipment upon full execution of this Agreement. The warranty on the Scoreboards shall list the City as the owner of the Scoreboards. Donors relinquish any claim of ownership of the Scoreboards and shall retain no rights to advertising space on the Scoreboards.
4. **Maintenance:** The City shall maintain the scoreboards, at its sole expense, in a manner similar to other scoreboards owned by the City and will coordinate all maintenance and repairs. Determining what constitutes a reasonable repair is at the sole discretion of the City and the City is not obligated to replace the Scoreboards at the end of their useful

life, which will be determined by the City.

5. **Identification.** To recognize the donation made by the Donors, each scoreboard shall include a two-foot-tall panel, running the length of the scoreboard. This panel, and space located in the lower portion of each scoreboard will display logos for each of the Donors: Kirkland American, Little League International, and the Lee Johnson Auto Family, as shown in Exhibit B.

Donors will be permitted to place a bronze plaque on the West facing wall of the concessions stand, memorializing the donation. Donors shall be solely responsible for the cost of such labeling and identification, including installation costs. Prior to installation, the logos, logo placement, and plaque must be approved by the City. All City sign codes will be followed.

Identification described in this Agreement is intended to remain in place for the entire useful life of the Scoreboards. Any changes to the identification, including replacing/updating logos, will be at the City's sole discretion, subject to approval by the City Manager, and will be at the expense of the requesting party. Donors are not permitted to assign or transfer the right of labeling or identification to any other entity. In the event of changed circumstances the City reserves the right, on reasonable grounds, to remove or relocate any of the identification described in this Agreement.

6. **Other Considerations.** By accepting this donation, the City does not confer any special privileges not expressly contained within this Agreement to Donors as it relates to the use of the Scoreboards, the Park, or other Park asset. The City retains the right to allow use of the Scoreboards for any approved Park use. Additionally, use of the Scoreboards is subject to all Parks and Community Services rules, regulations, and policies; which may be changed or modified in the future. The City shall maintain the ability to terminate this agreement if there is potential harm to City interests, as determined by the City Manager through consultation with the City Council.

IN WITNESS WHEREOF, the parties hereby enter into this Agreement.

KIRKLAND AMERICAN LITTLE LEAGUE

By: _____
Its: _____
Date: _____

LEE JOHNSON AUTOMOTIVE GROUP

By: _____
Its: _____
Date: _____

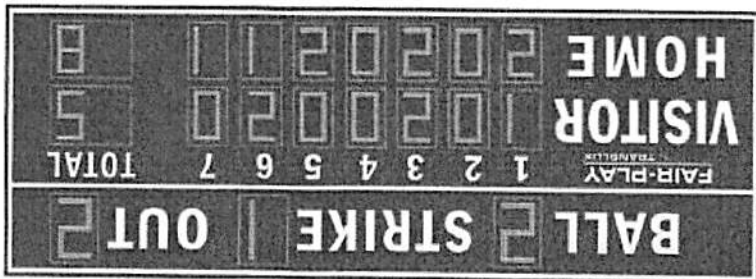
CITY OF KIRKLAND

By: _____
Its: _____
Date: _____

Scoreboard Specifications



FAIR-PLAY BASEBALL SCOREBOARD



Field 1

LED
TEAM
NUMBERS

Model: BA-7218-2

WITH PITCH COUNT (LOOK ON
OTHER SHEET)

DIMENSIONS:

HEIGHT:	6'-6"	LENGTH:	18'-0"	DEPTH:	10"	WEIGHT:	622 lbs.
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STANDARD EQUIPMENT:

- Super-bright, wide-angle amber LED's
- Factory authorized national and local sales, service and installation
- Choose from 10 durable paint colors - Free
- Choose from 15 popular vinyl trim colors - Free
- Free Help Desk Support
- Free project design renderings
- Over 75 years of sports scoring experience
- Sport specific control console inserts
- Energy efficient LED designs
- HB-800 data connection kit
- Choice of Fair-Play's scorekeeper approved score systems*
- 4-level control console display brightness adjustment
- Changeable scoreboard game captions*
- 5-year limited warranty
- ETL/CETL listed to UL standard
- Convenient built-in service points for easy-access
- Quality engineered water resistant aluminum construction
- Complete, safe and durable display mounting system
- 9-segment digits
- Built-in lighting suppressor (for standard data direct wire only)

OPTIONAL EQUIPMENT:

- Custom paint & vinyl trim colors
- UV resistant paint
- Illuminated & non-illuminated identification & sponsorship signage
- Custom, unique signage options
- Electronic team names*
- Rear-illuminated scoreboard captions*
- Mono- or full-color electronic message display with Fair-Play's exclusive ProLine® control system
- Carrying case for scoreboard control system
- Personalized vinyl home team names
- Truss and decorative steel systems
- Pitch speed display system*
- Pitch count display*
- Field use time*
- Scoreboard sport-conversion captions*
- Integrated scoring and display systems
- Scoreboard caption color (other than white)
- Extended warranties and maintenance contracts
- Lighting protector for power
- Changeable scoreboard game captions*

*Consult with a sales representative for applicable models



OPERATING TEMPERATURES:

Scoreboard display: -22° to 131° Fahrenheit (-30° to 55° Celsius)
Control console: 32° to 131° Fahrenheit (0° to 55° Celsius)

OTHER DIMENSIONS:

CAPTIONS (H" x W")		DIGIT SIZES (H")	
HOME	12" x 45"	BALL	18"
VISITOR	12" x 52"	INNINGS SCORES	15"
STRIKE	12" x 51"	OUT	18"
OUT	12" x 30"	STRIKE	18"
BALL	12" x 37"	TOTAL	15"
1	7" x 4"		
2,3,4,5,6,7	7" x 5"		
TOTAL	7" x 26"		

ELECTRICAL	
VOLTAGE	120 VAC
HERTZ	60
WATTS	287
AMPS	3
PHASE	1
WIRING	2-Wire + ground
CIRCUITS REQUIRED	1
SAFETY LISTING	ETL/CETL

Fair-Play offers 15 IHL standard trim type colors

WHITE	BLACK	BRIGHT SILVER/GREY	ROCKY	TOMATO	RED	CANDY	BURGUNDY	PEOPLE	LIGHT	INTENSE	FOREST	SALIN	METALLIC	MEDIUM
YELLOW	TEAL	SHRIMP/OLIVE	NAVY	ORANGE	RED	ORANGE	PEOPLE	PEOPLE	NAVY	NAVY	FOREST	SEALED	METALLIC	MEDIUM

Fair-Play offers 12 FREE standard scoreboard colors. Custom colors available:

GREY	CRANSON	RED	DEEP	MAROON	PURPLE	CHAMPION	BLUE	BEER	SLIP	ROSE	FOREST	GREEN	BLACK	CHARCOAL	WHITE
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Fair-Play by Trans-Lux Corporation

1700 Delaware Avenue • Des Moines, IA 50317 • 800.247.0265 • sales@fair-play.com • fair-play.com

BA-7218PC-2

SIZE: 18'-0" L x 8'-6" H x 10" D
POWER: 120 VAC, 60 Hz., 1-PHASE
354 WATTS.

120 VAC AT THE CONTROL LOCATION.

CONTROL: CONSOLE, MP-70 SERIES CONTROLLER.

CONTROL CABLE: 20GA 2-WIRE SHIELDED.

(IF WIRELESS ORDERED, CABLE NOT REQ'D.)

LED: AMBER LED.

OPTIONS: LIGHTING DAMAGE REDUCTION UNIT.

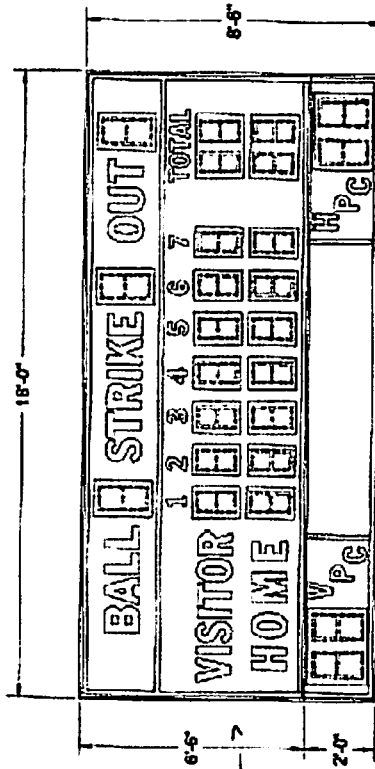
WIRELESS MP-70 CONTROL OPERATION.

ESTIMATED WEIGHT: 772 LBS.

GENERAL NOTES:

- RETURN TO 01-C650-01 FOR INSTALLATION NOTES.
- POWER REQUIREMENTS ARE VALID FOR 90 DAYS AFTER THE ORIGINAL RELEASE OR BY THE MOST RECENT REVISION OF THE DRAWING.

Field 1



BA-7218PC-2
(18" H DIGITS MOVED TO THE ENDS OF FITCH COURT SECTION, ADDED TRM)

LED
7-10-57

PRODUCT NAME: BA-7218PC-2

FACE VIEW FOR BA-7218PC-2

REV: 1

DATE	BY	APP'D	NO.
1/25/11	JCT		01-7218-45-1

SCALE: 1/8" = 1'-0"

TRANSLUX
MULTIMEDIA DIVISION

Multi-Media Solutions
By Trans-Lux Corporation
P.O. Box 1347 (DUBS 1347)
2100 Delaware Avenue
Philadelphia, PA 19103
Phone: 813-281-1100
Fax: 813-281-1100
www.trans-lux.com



LED Team Names



Model: BA-7100PC-2

DIMENSIONS:

HEIGHT:	7'-0"	LENGTH:	14'-0"	DEPTH:	10"	WEIGHT:	449 lbs.
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STANDARD EQUIPMENT:

- Super-bright, wide-angle amber LED's
- Factory authorized national and local sales, service and installation
- Choose from 10 durable paint colors - Free
- Choose from 15 popular vinyl trim colors - Free
- Free Help Desk Support
- Free project design renderings
- Over 75 years of sports scoring experience
- Sport specific control console inserts
- Energy efficient LED designs
- HB-800 data connection kit
- Choice of Fair-Play's scorekeeper approved score systems*
- 4-level control console display brightness adjustment
- Changeable scoreboard game captions*
- 5-year limited warranty
- ETL/CETL listed to UL standard
- Convenient built-in service points for easy-access
- Quality engineered water resistant aluminum construction
- Complete, safe and durable display mounting system
- 8-segment digits
- Built-in lightning suppressor (for standard data direct wire only)

OPTIONAL EQUIPMENT:

- Custom paint & vinyl trim colors
- UV resistant paint
- Illuminated & non-illuminated identification & sponsorship signage
- Custom, unique signage options
- Electronic team names*
- Rear-illuminated scoreboard captions*
- Mono- or full-color electronic message display with Fair-Play's exclusive ProLine® control system
- Carrying case for scoreboard control
- Personalized vinyl home team name
- Truss and decorative steel systems
- Pitch speed display system*
- Pitch count display*
- Field use time*
- Scoreboard sport-conversion captions*
- Integrated scoring and display systems
- Scoreboard caption color (other than white)
- Extended warranties and maintenance contracts
- Lighting protector for power
- Changeable scoreboard game captions*

*Consult with a sales representative for applicable models



OPERATING TEMPERATURES:

Scoreboard display: -22° to 131° Fahrenheit (-30° to 55° Celsius)
Control console: 32° to 131° Fahrenheit (0° to 55° Celsius)

OTHER DIMENSIONS:

CAPTIONS (H" x W")		DIGIT SIZES (H")	
PITCH COUNT	18" x 31"	BALL SPOT	3.5"
HOME	9" x 35"	H-E SPOT	3.5"
VISITOR	9" x 47"	INNING	18"
INNING	9" x 44"	OUT SPOT	3.5"
BALL	9" x 32"	STRIKE SPOT	3.5"
STRIKE	9" x 43"	TEAM SCORES	18"
OUT	9" x 25"	PITCH COUNT	15"
R.H.E	9" x 19"		

ELECTRICAL	
VOLTAGE	120 VAC
HERTZ	60
WATTS	155
AMPS	2
PHASE	1
WIRING	2-Wire + ground
CIRCUITS REQUIRED	1
SAFETY LISTING	ETL/CETL

Fair-Play offers 15 FREE standard team logo colors

Fair-Play offers 12 FREE standard scoreboard colors. Custom colors available

WHITE	BLACK	BRIGHT YELLOW	BRIGHT GREEN	BRIGHT RED	TOMATO RED	RED	RED	CARAMEL BROWN	BURGUNDY	PURPLE	NAVY	LIGHT BLUE	FOREST GREEN	SKY BLUE	CHARCOAL	WHITE	
BRIGHT RED	ORANGE	DEEP MAROON	PURE BLUE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE

Fair-Play by Trans-Lux Corporation

1700 Delaware Avenue • Des Moines, IA 50317 • 800.247.0265 • sales@fair-play.com • fair-play.com

BA-7100PC-2

SIZE: 14'-0" L x 7'-0" H x 10" D
POWER: 120 VAC, 60 HZ., 1-PHASE
155 WATTS.

120 VAC AT THE CONTROL LOCATION.
CONTROL CONSOLE: MP-70 SERIES CONTROLLER.
CONTROL CABLE: 22GA 2-WIRE SHIELDED.
(IF WIRELESS ORDERED, CABLE NOT REQ'D.)

LED'S: AMBER LED.

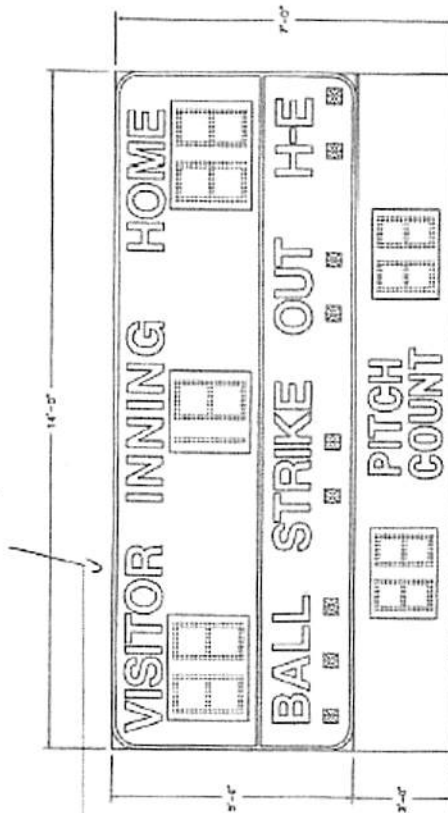
OPTIONS: LIGHTNING DAMAGE REDUCTION UNIT.
WIRELESS MP-70 CONTROL OPERATION.

ESTIMATED WEIGHT: 449 LBS.

GENERAL NOTES:
* REFERENCE 01-0500-01 FOR INSTALLATION NOTES.
* POWER REQUIREMENTS ARE VALID FOR 90 DAYS AFTER THE ORIGINAL
RELEASE OR BY THE MOST RECENT REVISION OF THE DRAWING.

Fields 2-4

LED TESTER W/ 24VDC SUPPLY



BA-7100PC-2

FAIR-PLAY
by TRANS.COM

Fair-Play Scoreboards
by Trans-Lux Corp. (800) 666-6666
P.O. Box 2847 (SARASOTA, FL 34231)
1700 Delaney Avenue
Deerfield Beach, FL 33442
Tel: (888) 544-7584
www.fairplay.com

PROJECT NAME: _____ REF. # _____

DATE: _____

SCALE: _____

MODEL: BA-7100PC-2

DATE: 1/23/10

ENG. NO. 01-7100-20-1

FACE VIEW FOR BA-7100PC-2

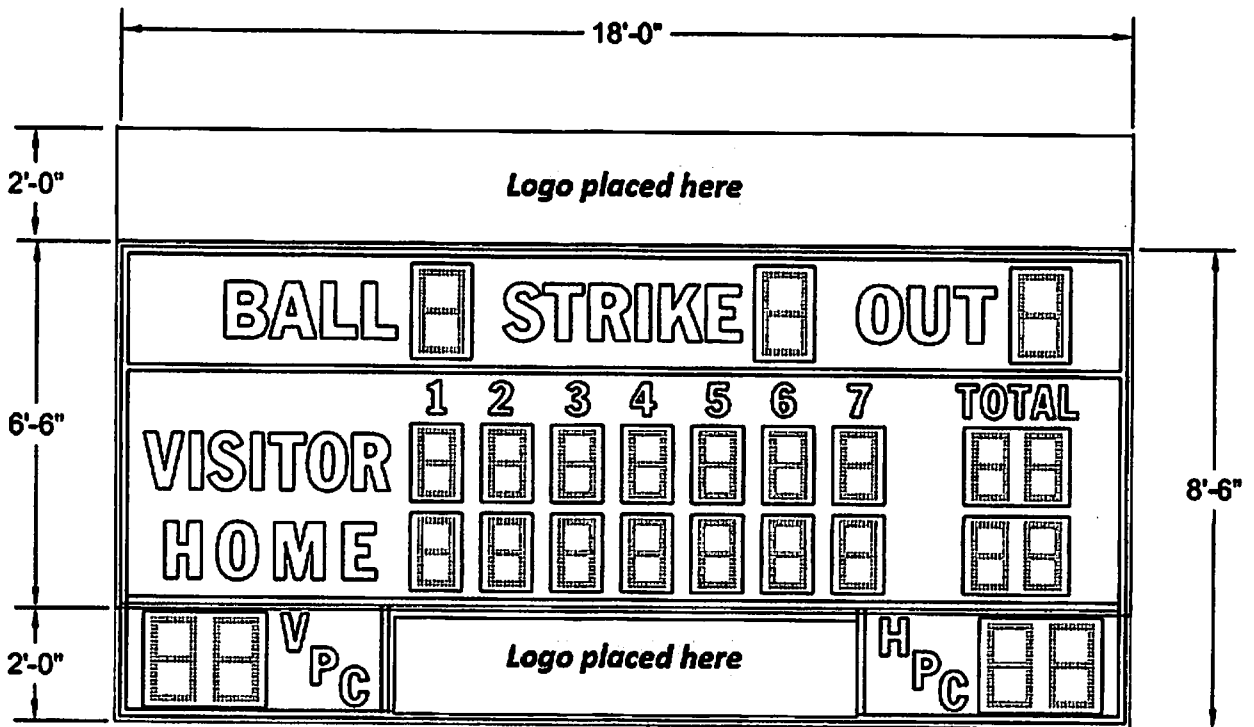
DATE: 1/23/10

SCALE: 1/2"=1'-0"

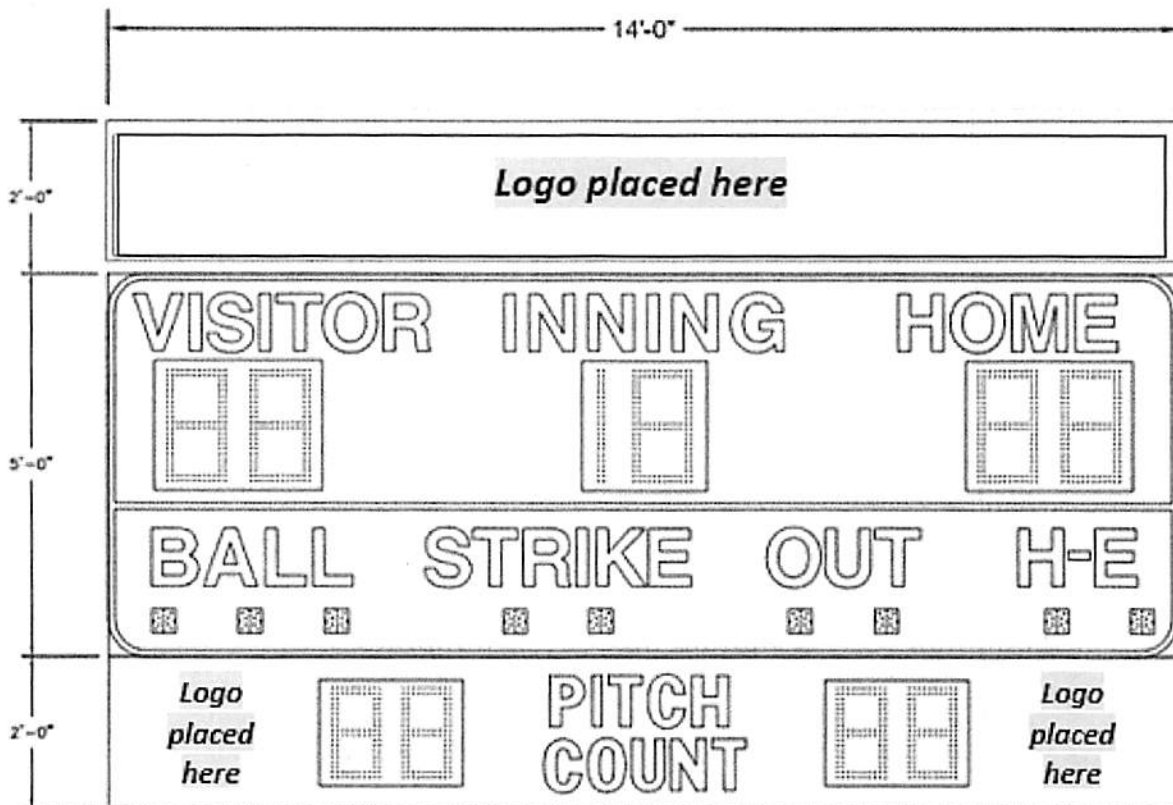
Identification Placement*

*Shown for illustrative purposes only. Final logos and placement to be mutually approved in writing by the Donors and the City.

Field 1 Scoreboard



Fields 2 - 4 Scoreboards



Bronze Plaque Location

