



Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Shane Cary, Architect/Project Manager
CC: David Stoneback, Public Works Agency Director; Lara Biggs, City Engineer
Subject: Resolution 30-R-21, Authorizing the City Manager to Execute the Grant Agreement Between Cook County Department of Animal and Rabies Control, Evanston Animal Shelter Association ("EASA") and the City of Evanston
Date: March 22, 2021

Recommended Action:

Staff recommends the City Council adopt Resolution 30-R-21, Authorizing the City Manager to Execute the Grant Agreement Between Cook County Department of Animal and Rabies Control, Evanston Animal Shelter Association ("EASA") and the City of Evanston.

Council Action:

For Action

Summary:

The City of Evanston owns and maintains an animal shelter building at 2310 Oakton Street. The City contracts with the Evanston Animal Shelter Association (EASA) for the operations of the animal shelter. The City provides grants of \$100,000 annually to assist with operations costs. EASA, which operates with a total annual budget of \$300,000, fundraises the remaining amount. In return for Evanston funding, EASA accepts animals impounded by the City as well as owner relinquished animals from the community. Since taking over operations, EASA has operated the shelter as no-kill, open admission shelter with a save rate of 96-97%.

On average, EASA processes over 570 animals per year. To accomplish this, EASA utilizes an extensive network of volunteers. When not in a pandemic, approximately 175 volunteers staff 14 shifts per week at the shelter. They also use foster homes to house the animals. In 2019, 169 foster homes hosted 343 animals. In addition, the shelter operates programs to help residents afford to keep their own animals in their home, such as providing donated dog

food, cat food and cat litter to residents who would not otherwise be able to feed their animals. A report describing EASA's programs and services in 2020 is attached.

Existing Building:

Constructed in 1973, the animal shelter building is inadequate for the current operations. The 3800-square foot building was originally intended to house a small number of animals for a short time. It does not meet the needs of a no-kill shelter. It is missing key facilities, such as adequate space for adoption and isolation areas for sick animals. It also does not meet current building codes. The HVAC is non-compliant, and needs to be replaced, but the building lacks sufficient space for a code-compliant system to be installed unless there is an addition to the facility. Other code issues include a lack of fire sprinkler system and non-compliance with ADA.

On October 23, 2017, during a budget presentation, staff indicated the need to make significant investments into the animal shelter. The City Council directed staff to work with the Animal Welfare Board to complete an in-house study of shelter needs. Following an intensive effort by the board and staff, shelter needs have been identified to address the insufficiencies listed above.

Cook County Grant:

On February 24, 2020, City Council approved Resolution 15-R-20 which authorized city staff to apply for a capital improvement grant from Cook County. This grant starts a partnership between Cook County and Evanston to provide animal sheltering services for Cook County animals requiring care. Cook County impounds several hundred animals per year, primarily dogs and cats. These animals are typically in the following categories:

- Stray animals in the Cook County Forest Preserves
- Animals collected during eviction proceedings or property standards complaints involving the Cook County Sheriff Department

Cook County does not operate an animal shelter, but instead contracts with individual animal shelters to take the impounded animals. Recently, Cook County reached out to find new shelters to contract with, but determined that the needed shelter capacity does not exist. Therefore, Cook County has budgeted \$8 million to be distributed through the Cook County Animal Shelter Grant program. This fund is to be invested in capital improvements to two or more animal shelters to expand shelter capacity. Taking the funding would obligate each shelter to enter into a long-term contract for receiving Cook County animals. Staff developed a concept plan and cost estimate for improvements incorporating the information developed over the last two years. The breakdown of funding in the application was as follows:

Funding Source	Amount
Cook County Animal Shelter Grant Program	\$4,500,000
Evanston Animal Shelter Association	\$500,000
City of Evanston	\$1,000,000
Total	\$6,000,000

Cook County has awarded the City of Evanston a \$2 million grant, instead of the requested \$4.5 million funding. While this grant is significantly less than the grant proposal requested, it

is still a substantial contribution to the project. In exchange, Cook County reduced some of the requirements that the newly improved animal shelter would be required to meet.

Capital Improvement Funding:

Staff is now investigating the best way to move forward with either the renovation of the building paired with an addition or construction of a new building. EASA has agreed to increase their fundraising contribution, but the City is required to increase their cost share as well, regardless of which option is selected. The preliminary cost estimate range for the different projects is as follows:

Funding Source	New Building	Renovation and Addition
Cook County Animal Shelter Grant Program	\$2,000,000	\$2,000,000
Evanston Animal Shelter Association	\$1,000,000	\$1,000,000
City of Evanston	\$3,000,000	\$1,500,000
Total	\$6,000,000	\$4,500,000

On 10/5/2020, a discussion was held at Human Services about how to proceed, and the board made a referral to the Animal Welfare Board to determine if there are other sources of fundraising that could be tapped to offset the the City's cost of building a new building.

On 12/8/20, the Animal Welfare Board met to discuss options for fundraising. At that time, the discussion centered around if EASA could fundraise more than \$500,000 or if a separate non-profit group could be set up to handle the capital improvement fundraising. To date, no one has volunteered to set up a separate non-profit group. Meanwhile, EASA has renewed its commitment to fundraise \$1,000,000 for the capital improvement of the animal shelter, but is unable to commit to more than that amount.

On 01/21/21, the Animal Welfare Board approved a recommendation to execute an amendment to the existing MOU specifically allowing EASA to fundraise for capital improvements for the Evanston Animal Shelter building and to set a target of \$1,000,000 for the funds to be raised.

On 02/01/21, the Health and Human Services Committee recommended adjustments to the Volunteer Animal Organization Agreement and the Grant Agreement with Evanston Animal Shelter Association. These adjustments align the relationship between the Evanston Animal Shelter Association and the City of Evanston with a \$1,000,000 contribution for a capital project. It is expected that the City of Evanston will be responsible for the initial cost of the improvements, and that the \$1,000,000 will be fund-raised and reimbursed to the City over a multi-year period up to 10 years. City Council approved these adjustments on 2/08/21.

Staff is recommending that a consultant be hired to determine evaluate whether a renovation/addition or a new building is the most cost-effective project to provide the needed building improvements while complying with City of Evanston requirements, such as alignment with the Climate Action and Resiliency Plan and LEED-Silver certification. The consultant will also provide more detailed cost estimating so that the budget can be finalized.

Grant Acceptance:

Approving this resolution and accepting the \$2,000,000 grant from Cook County allows the City to receive the grant, but it also commits the City of Evanston into a long-term relationship for accepting animals impounded by the County for the life of the building, which staff is currently estimating at 30 years. The City has already extended the EASA's agreement to a term of 15 years in order to account for this. The annual number of animals to be accepted is not capped, but is estimated at approximately 100 animals/year. The contract allows the City to turn away animals if the current capacity of the shelter is exceeded at that time.

The agreement allows for cost reimbursement for each animal accepted and the services provided. EASA has reviewed and concurred with the pricing, but since the grant agreement is a contract between the City of Evanston and Cook County, the City will need to submit the reimbursements to Cook County on behalf of EASA. The grant agreement is attached as part of the resolution for reference.

Accepting this grant also commits the City of Evanston into making a substantial improvement at the Evanston Animal Shelter facilities and grounds, which is targeted to be \$4,500,000 to \$6,000,000 in total value. Since the contributions for Cook County and EASA are fixed at \$2,000,000 and \$1,000,000 respectively, the City will need contribute the remaining 33% - 50% of the project cost, an estimated maximum of \$3,000,000.

The construction is targeted to be substantially complete on 11/23/23.

Legislative History:

On February 24, 2020, City Council adopted Resolution 15-R-20 authorizing the City Manager to submit an application for the Cook County Animal Shelter Grant.

Attachments:

[EASA 2020 Programs and Services](#)

[Resolution 30-R-21](#)



At the Evanston Animal Shelter, we believe in compassion for all companion animals and the power of the human-animal bond. We endeavor to not only heal and care for the animals in our shelter and to find them forever homes, but to also serve the community with support programs that keep pets with their people.

Our mission: *We give companion animals the best chance at the life they deserve through rehabilitation, foster care, adoption, and community support that keeps pets with the people who love them.*

The Year of Unprecedented Challenges

In 2020, we intensified our service to the community to extend our reach to those impacted by the pandemic:

PET FOOD PANTRY

Value to the Community - \$52,000

This past year we distributed nearly 35,000 pounds of free pet food. In addition to curbside pick-up at the shelter, we partnered with the Evanston Emergency Food Pantry, the Produce Mobile, and Meals on Wheels to help reach all those in need. We firmly believe that no one should have to give up their pet because they can't afford to feed them.



CUSTODIAL PROGRAM

Value to the Community - \$62,000

Through our Custodial Program we provide short-term care, free of charge for pets whose owners are facing an extended illness or loss of their home to fire, domestic violence, or financial hardship. In 2020 we provided 1,549 days of care to 23 animals, ensuring they could return to their people when they were back on their feet.

MEDICAL INTERVENTION PROGRAM

Value to the Community - \$8,000

In 2020 we expanded the scope of our Senior Safety Net program to include people of any age, recognizing that owners may be struggling with the financial strain of dealing with a routine illness in their companion pet. This program pays up to \$500 per animal to cover non-catastrophic medical care for owners who can't afford it.



Yet we never wavered in providing compassionate care for our animals:



VETERINARY FEES - \$122,000

Every animal that comes to the shelter receives an exam, with most requiring core vaccinations, a heartworm or snap test, a microchip, and spay or neuter surgery. Seniors receive a senior blood panel to detect conditions common in aging animals. With shelter animals one sees a myriad of health issues. This past year we covered everything from three amputations of mangled legs to several cancer cases.

IN SHELTER CARE AND SOCIALIZATION - \$40,000

The shelter provides a safety net for the homeless animals that come through our door. We provide all the necessities for basic care, enhanced care and extensive enrichment and socialization. No matter the age, condition or temperament, all of our animals are given what they need on the path to the life they deserve.



FOREVER FOSTER HOMES - \$5,500

Some animals that come to us are either elderly or suffer from a serious chronic illness. They deserve a compassionate end-of-life experience other than living in a cage or kennel. They are, however, difficult to place in an adoptive home because of concerns about long-term medical costs and a shorter life expectancy. Our Forever Foster program finds special people willing to provide hospice care. We pay all of the medical costs and they supply the love.

FOSTER HOMES - Priceless

Animals deteriorate quickly in the shelter environment, so we work hard to find alternative care as quickly as possible. Foster homes provide loving care for the animals while we look for their forever homes. Last year 300 families provided a collective 42,272 days of foster care. While animals are in their foster homes we provide food, medication and supplies.



Evanston Animal Shelter
2310 Oakton Street
Evanston, IL 60202
evanstonanimalsheter.net

3/16/2021

30-R-21

A RESOLUTION

**Authorizing the City Manager to Execute the Grant Agreement
between Cook County Department of Animal and Rabies Control,
Evanston Animal Shelter Association (“EASA”) and the City of
Evanston**

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

SECTION 1: The City Manager is hereby authorized and directed to sign the Cook County Grant Agreement (the “**Agreement**”) by and between the City, Cook County Animal and Rabies Control (“Cook County”) and the Evanston Animal Shelter Association (“EASA”), a not-for-profit corporation. The Agreement is attached hereto as **Exhibit 1** and incorporated herein by reference.

SECTION 2: Pursuant to Section 10-6(d) of the Cook County Code, Cook County is authorized to issue grants for “private or public entity capital needs to impound and/or care for stray animals;” and

SECTION 3: Cook County conducts the Housing Cook County’s Animals Grant Program (“Program”) with the goal of expanding the capacity of existing non-profit and governmental animal shelters to address current overcrowding, while providing housing for animals impounded by Cook County; and

SECTION 4: the Program provides financial assistance to cover the capital costs of planning and construction of animal shelter facilities in Cook County; and

SECTION 5: grants from the Program are awarded to grantees selected through an extensive application and review process; and

SECTION 6: Whereas on November 1, 2019, Cook County issued a call for projects for its “A Home for Cook County’s Animals” program, and the City of Evanston submitted an application including a construction timeline and detailed cost estimate; and

SECTION 7: Whereas the City of Evanston partners with EASA to run and maintain the current animal shelter owned by the City and located at 2310 Oakton St., Evanston, IL 60202 (the “Subject Property”); and

SECTION 8: Whereas the Subject Property is in need of extensive repairs in order to comply with the Program; and

SECTION 9: Whereas Cook County selected the City as a grantee and recommended an award of \$2,000,000 (“Grant Funds”) to the City, which was approved by the Cook County Board of Commissioners on May 21, 2020; and

SECTION 10: The City has a separately executed Memorandum of Understanding (“MOU”) with EASA, and EASA will fund-raise to help offset the City’s capital project in rebuilding a new shelter on the Subject Property; and

SECTION 11: Whereas in order to accept the \$2,000,000 from Cook County, the City must enter into the Agreement; and

SECTION 12: The City hereby agrees to enter into the Agreement, attached as **Exhibit 1**, and accept the \$2,000,000 in Grant Funds from Cook County; and

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SECTION 13: This Resolution shall be in full force and effect from and after its passage and approval, in the manner provided by law.

Attest:

Devon Reid, City Clerk

Adopted: _____, 2021

Stephen H. Hagerty, Mayor

Approved as to form:

Kelley A. Gandurski, Corporation
Counsel

EXHIBIT 1
COOK COUNTY GRANT AGREEMENT

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GRANT AGREEMENT

A HOME FOR COOK COUNTY'S ANIMALS

BETWEEN



COOK COUNTY GOVERNMENT

DEPARTMENT OF ANIMAL AND RABIES CONTROL

AND

THE CITY OF EVANSTON

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GRANT AGREEMENT

This **GRANT AGREEMENT** (“Agreement”) is entered into between the County of Cook through its Department of Animal and Rabies Control (“ARC”), and the City of Evanston (“City” or “Grantee”), an Illinois municipal corporation, whose principal office is located at 2100 Ridge Avenue, Evanston, Illinois 60201. The County and the City are herein referred to separately as “Party” and collectively as “Parties.”

BACKGROUND

WHEREAS, pursuant to Section 10-6(d) of the Cook County Code, ARC is authorized to issue grants for “private or public entity capital needs to impound and/or care for stray animals”; and

WHEREAS, ARC conducts the Housing Cook County’s Animals Grant Program (“Program”) with the goal of expanding the capacity of existing non-profit and governmental animal shelters to address current overcrowding, while providing housing for animals impounded by ARC; and

WHEREAS, the Program provides financial assistance to cover the capital costs of planning and construction of animal shelter facilities in Cook County; and

WHEREAS, grants from the Program are awarded to grantees selected through an extensive application and review process; and

WHEREAS, on November 1, 2019, the County issued a call for projects for its “A Home for Cook County’s Animals” program, and the City submitted an application including a construction timeline and detailed cost estimate; and

WHEREAS, the County selected the City as a grantee and recommended a grant award of \$2 million (“Grant Funds”) to the City, which was approved by the Cook County Board of Commissioners on May 21, 2020; and

WHEREAS, the City represents that it has the professional experience and expertise to provide the necessary deliverables and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and the City agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Agreement" means this Grant Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Grantee for the County.

"Director" means the Administrator for the Cook County Department of Animal and Rabies Control and any representative duly authorized in writing to act on his/her behalf.

"Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

"Services" means, collectively, the services, duties and responsibilities described in this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" means any person or entity with whom Grantee contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Grantee. For the purposes of this Agreement, Subcontractor includes any third party providing labor, equipment, and supervision necessary to provide proper shelter and care for animals impounded by ARC for the term of this Agreement and the duration of the asset's life on behalf of the City, including but not limited to the Evanston Animal Shelter Association (EASA).

"Using Agency" means the Cook County Department of Animal and Rabies Control.

b) Interpretation

- i) The term "include" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

- Exhibit A:** Call for Projects
- Exhibit B:** Application
- Exhibit C:** Board Authorization
- Exhibit D:** Capital Expenditure Guidelines
- Exhibit E:** Conditions
- Exhibit F:** City’s Agreements with EASA, as Amended

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF GRANTEE

a) Grant Outcomes

The proposed outcomes for this Grant award are to:

- Expand the capacity of governmental and/or nonprofit shelters to house animals;
- To increase the number of animals that the shelter can house;

- To shelter animals impounded by ARC; and,
- To provide a limited amount of space to accommodate rabies observation.

b) Scope of Services

i) Shelter Construction

Grantee shall construct a shelter facility (“asset”) that substantially comports with the application it submitted in response to the County’ Call for Projects, and:

- Is in compliance with all applicable laws and regulations;
- Has separate housing areas for dogs and cats;
- Has sufficient capacity and planning to shelter the diverse animals that may arise in a hoarding situation;
- Has separate housing areas to segregate healthy from infirmed animals;
- Has cleaning plans to reduce the possibility of infectious disease;
- Has proper heating, ventilation, and air conditioning for an animal shelter;
- Has the necessary staffing to maintain the highest level of care for animals;
- Meets with the approval of Cook County’s Department of Capital Planning at all relevant phases of construction; and,
- Is appropriately maintained and used for this intended purpose for the duration of the asset’s life.

ii) Shelter Services

Grantee shall furnish all labor, equipment, and supervision necessary to provide proper shelter and care for animals impounded by ARC for the term of this Agreement and the duration of the asset’s life. Such animals shall be sheltered by the City at 2310 Oakton Street, Evanston, Illinois 60202, or at another location as mutually agreed by the parties, subject to the following provisions:

- The City shall maintain suitable hours at the animal shelter for the convenience of the public and for the purpose of transacting business in connection with the duties under this Agreement and for the purpose of receiving animals or for accepting applications for the redemption of impounded animals.
- The City shall provide ARC access to the shelter facilities, twenty-four hours, seven days per week.
- The City shall accept all domestic animals and neglect cases impounded by ARC provided advanced notice from ARC and sufficient capacity at the City premises.
- The City shall maintain possession of the domestic animals for the legally required seven-day stray hold, or for other lengths of time as applicable by

law, except in the event of domestic animals relinquished in writing by their owners for which no waiting period shall apply.

- The City shall assume ownership of such animals and place them for adoption or otherwise humanely dispose of them, upon expiration of any applicable waiting period.
- The City shall contact and consult with the Director via telephone in case of emergency situations(s).
- The City shall provide necessary medical care for animals impounded by ARC, while any decisions regarding care shall be made by THE CITY, THE CITY shall inform the Director of any care provided as soon as practicable.
- The City shall accept and process animals for submission to the State Laboratory for testing.
- The City will provide a monthly invoice to ARC to request reimbursement for services performed according to the following fee schedule:

1. Daily fee for stray dogs per day for 7-day hold	\$15/day
2. Daily fee for stray cats per day for 7-day hold	\$10/day
3. Dogs/cats given up by owners (one time fee)	\$25/each
4. Wildlife (one time fee)	\$25/each
5. Vaccination and deworm	\$20/animal
6. Heartworm test for dogs	\$10/each
7. Euthanize animals (dogs/cats/ wildlife)	\$25/each
8. Euthanize bats	\$15/each
9. DOA dogs /cats	\$25/each
10. Decapitation of animal for rabies test	\$100/each
11. Medical care	TBD

This fee schedule may be amended in accordance with the provisions of Article 9(c) of this Agreement. However, any fee increases shall not exceed 3% or Consumer Price Index (whichever is greater) per fee per year.

- The City shall provide ARC electronic documentation of all reportable categories of animal acquisitions received via ARC, including but not limited to information pertaining to intake and outcome (euthanized, adopted, redeemed by owner, given to rescue, available for adoption, being treated on premises, vaccines and anthelmintic administered at intake).

To the extent that the City enters subcontracts to provide shelter services on its behalf, the above provisions shall apply to such Subcontractor.

This description of Services is intended to be general in nature and is neither a complete description of Grantee's Services nor a limitation on the Services that Grantee is to provide under this Agreement. Grantee must provide the Services in accordance with the standards of performance set forth in this Agreement.

c) Deliverables

In carrying out its Services, Grantee must prepare or provide to the County various Deliverables. Such deliverables shall include reports from the City on construction progress, expenditures, compliance with this Agreement, legal/regulatory compliance, and any other information in a form and frequency established by the County to ensure adherence to the terms of this Agreement.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables.

d) Standard of Performance

Grantee must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a Grantee performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Grantee acknowledges that if it is entrusted with or has access to valuable and confidential information and records of the County then with respect to that information, Grantee agrees to be held to the standard of care of a fiduciary.

Grantee must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Grantee must provide copies of any such licenses to the County upon request. Grantee remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Grantee or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the County and delivered in a timely manner consistent with the requirements of this Agreement.

e) Personnel

Grantee must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services.

i) Personnel

Grant funding shall not be used to compensate personnel; it shall be used solely for purposes of constructing a new shelter facility in accordance with the provisions of this Agreement. Personnel are explicitly not employees of the County and shall have no such claim to any County benefits or protections.

The County will not provide indemnification for any costs, expenses, attorney's fees, losses, damages and/or liabilities that arise under the terms of this Agreement. The County will not be responsible for indemnifying the City, its officials, employees, agents, or subcontractors with respect to claims of deliberate wrongdoing, willful or wanton conduct or with respect to any claims for punitive damages. Further, the County will not be responsible for indemnifying the City, its officials, employees, agents or subcontractors in actions in law or equity.

f) Inspection and Records

The Grantee shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Agreement. These records will act as the original source material for compilation of data and records required by the County.

The Grantee shall retain such records for three (3) years from the date of final payment under this Agreement, unless the Grantee is notified by the County to extend the retention period, in which case the Grantee shall keep records for more than the three (3) year period until related audit findings or litigation have been resolved, whichever is later.

The Grantee agrees that during the retention period, the County or any of its duly authorized representatives, including the Cook County Auditor, shall have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Grantee related to the Agreement, or to Grantee's compliance with any term, condition or provision thereof, upon written request, with at least 48 hours prior notice, and during normal business hours.

The Grantee further agrees to extend this obligation to its subcontractors by including in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees to establish and maintain records sufficient to document the costs associated with performance under the terms of the subcontract and that the County or any of its duly authorized representatives, including the Cook County Auditor, shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to

examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Agreement.

g) Monitoring

Grantee monitoring is a process whereby the progress and financial and business management aspects of a financial assistance award are reviewed. Throughout the period of performance, the County will conduct at a minimum monthly, programmatic reviews to ensure the Grantee is complying with the terms of this Agreement. Grantees are additionally required to comply with conditions imposed by the Cook County Department of Capital Planning, and attached hereto as Exhibit E. The County will conduct on-site monitoring visits as it deems necessary.

h) Insurance

In entering this agreement, the City and County represent that they are self-insured and agree to maintain coverage and limits which will satisfactorily insure the Parties against claims and liabilities which arise or could arise because of the performance of the Services, consistent with the usual and customary industry practices for similarly situated businesses. The Parties shall comply with applicable laws governing workers' compensation and mandatory insurance for vehicles. The Parties agree to exchange copies of their letters of self-insurance upon request.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Grantee's responsibility for payment of damages resulting from its operations under this Agreement.

The Grantee shall require all Subcontractors to provide the insurance required in this Agreement, or Grantee may provide the coverages for Subcontractors, unless specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

i) Insurance to Be Provided - Subcontractors

(1) Workers Compensation Insurance

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of
\$500,000 each Accident
\$500,000 each Employee
\$500,000 Policy Limit for Disease

(2) Commercial General Liability Insurance

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Completed Operations Aggregate	\$2,000,000

The General Liability policy shall include the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause

(3) Commercial Automobile Liability Insurance

When any vehicles are used in the performance of this Agreement, Subcontractors shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(4) Professional Liability (Errors & Omissions)

Subcontractors shall secure insurance covering all claims arising out of the performance or nonperformance of professional services contemplated by this Agreement. This insurance shall remain in force for the life of Subcontractor's obligations under this Agreement and shall have a limit of liability of not less than \$1,000,000 per claim.

If any such policy is written on a claims-made form:

The retroactive coverage date shall be no later than the effective date of this Agreement.

If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this

Agreement effective date, Subcontractors must maintain “extended reporting” coverage for a minimum of three (3) year after completion of services.

(5) Property

Subcontractors are responsible for all tools, equipment, materials or supplies owned rented, or used by Subcontractors.

ii) Additional Requirements

(1) Additional Insured

The required insurance policies, with the exception of Workers Compensation and Professional Liability (Errors & Omissions), shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be in excess of the Grantee’s insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance required herein may be satisfied by a combination of self-insurance or commercial insurance policies.

(2) Insurance Notices

The Grantee shall provide the Cook County ARC with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. The Grantee shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Cook County ARC.

Prior to the date on which the Grantee commences performance of its part of the work, the Grantee shall furnish to the Cook County ARC certificates of insurance maintained by Grantee. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance

required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of the Grantee's obligations to obtain insurance pursuant to these insurance requirements.

(3) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

(4) Grantee shall give the County immediate written notification of any occurrence, on the site or otherwise, which involves the Grantee's own personnel, or those of any of his Subcontractors or material suppliers, whether said occurrence be in the nature of bodily injury to employees or third parties or property damage. Property damage is defined as including physical damage on the site and off-site, as well as "Acts of God", such as wind damage, etc. shall be reported immediately by telephone or messenger.

i) Indemnification

The Grantee covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Agreement by the Grantee, or the acts or omissions of the officers, agents, employees, sub-contractors, licensees or invitees of the Grantee. The Grantee expressly understands and agrees that any Performance Bond or insurance protection required of the Grantee, or otherwise provided by the Grantee, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

j) Confidentiality and Ownership of Documents

Grantee acknowledges and agrees that information regarding this Agreement is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Grantee in any way, whether during the term of this Agreement or at any time thereafter, except solely as required in the course of Grantee's performance hereunder, or as otherwise required by law. Grantee shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party, except as otherwise required or authorized by law, including but not limited to the Freedom of Information Act. Grantee shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Grantee shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the

performance of the Agreement (the “Documents”) shall be included in the Deliverables and shall be the property of the County of Cook, unless otherwise required by law. Except where authorized or required under law, it shall be a breach of this Agreement for the Grantee to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Grantee’s own purposes or for those of any third party. During the performance of the Agreement, Grantee shall be responsible of any loss or damage to the Documents while they are in Grantee’s possession, and any such loss or damage shall be restored at the expense of the Grantee. The County and its designees shall be afforded full access to the Documents and the work at all times.

k) Patents, Copyrights and Licenses

If applicable, Grantee shall furnish the Director with all licenses required for the County to utilize any software, including firmware or middleware, provided by Grantee as part of the Deliverables. Such licenses shall be clearly marked with a reference to this Agreement. Grantee shall also furnish a copy of such licenses to the Director. Unless otherwise stated in these Agreement documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Grantee agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and Grantees' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Grantee's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Grantee with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Grantee's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Agreement; or Grantee shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Agreement.

l) Subcontracting and Assignment of Grant Funds

Once executed, the Grant Funds shall not be assigned, in whole or in part, without the advance written approval of the Director, which approval shall be granted or withheld at the sole discretion of the Director. In no case, however, shall such approval relieve the Grantee from its obligations or change the terms of the Agreement. The Grantee shall not transfer or assign any Grant Funds or any interest therein due or to become due without the advance written approval of the Director. The unauthorized assignment of the Agreement, in whole or in part, or the unauthorized transfer or assignment of any Grant Funds, either in whole or in part, or any interest therein, which shall be due or are to

become due the Grantee shall have no effect on the County and are null and void.

Payment of any Grant Funds to Subcontractors in accordance with the provisions of this Agreement shall not be deemed an impermissible assignment of such funds. Prior to the commencement of the Agreement, the Grantee shall identify in writing to the Director the names of any and all Subcontractors it intends to use in the performance of this Agreement. All Subcontractors shall be subject to the terms of this Agreement. Grantee shall incorporate into all subcontracts all of the provisions of this Agreement which affect such subcontract. Copies of subcontracts shall be provided to the Director upon request.

The Grantee must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, Grantee and any other person or entity whom the Grantee has retained or expects to retain in connection with the Agreement.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Board of Commissioners and fully executed by the Parties. Its term shall begin on April 1, 2021 ("Effective Date"). Unless this Agreement is terminated in accordance with its terms, its term shall continue until November 30, 2023, with respect to performance of shelter construction; and, for the life of the asset with respect to performance of shelter services.

b) Timeliness of Performance

- i)** Grantee must provide the Services and Deliverables within the term and within the time limits required under this Agreement. Further, Grantee acknowledges that TIME IS OF THE ESSENCE and that the failure of Grantee to comply with the time limits described in this Section may result in economic or other losses to the County.
- ii)** Neither Grantee nor Grantee's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Grantee by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will reimburse Grantee for costs incurred during the term of performance, consistent with applicable law and the terms of this Agreement ("Allowable Costs").

b) Method of Payment

All payments shall be made on a reimbursement basis. Grantee may submit an invoice for up to two hundred and fifty thousand dollars and no cents (\$250,000.00) to support initial planning and construction (“Mobilization”). Subsequently, Grantee shall submit itemized invoices to ARC on a monthly basis, no later than 30 days after the expense was incurred or the date on the invoice. All invoices submitted by the Grantee shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested.

All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. A detailed description of the method of procurement shall be submitted with all reimbursement requests for professional services, as well as backup documentation including consultant time and materials. If the invoice does not match the payment voucher, an explanation for the discrepancy must be included. All invoices shall reflect the amounts invoiced by and the amounts paid to the Grantee as of the date of the invoice. Invoices for new charges shall not include “past due” amounts, if any, which amounts must be set forth on a separate invoice.

The Grantee acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Grantee certifies that all itemized entries set forth in the invoices are true and correct. The Grantee acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables set forth in the Agreement, or that it has properly performed the services set forth in the Agreement. The Grantee acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Grantee, and reporting the matter to the Cook County Office of the Independent Inspector General.

The County shall remit payment within sixty (60) days of receipt of invoices. Grantee shall not be entitled to invoice the County for any late fees or other penalties (including interest), as provided by the Local Government Prompt Payment Act, 50 ILCS 500/1, et seq..

When a Grantee receives any payment from the County pursuant to this Agreement, the Grantee must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Agreement and provided the Grantee with all of the documents and information required of the Grantee. The Grantee may delay or postpone payment to a Subcontractor when the Subcontractor’s supplies, equipment, goods, or services do not comply with the requirements of the Agreement, the Grantee is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights. However, the County may, whenever there is reason to believe that the Grantee has neglected or failed to pay any Subcontractors,

workmen, or employees for worked performed or for materials furnished and used in or about the work contracted for, order and direct that no future vouchers or estimates be issued and no further payments be made upon the Agreement until such Subcontractors, workmen and employees have been fully paid.

Whenever the County shall notify the Grantee, by notice personally served or by mailing a copy thereof to the Grantee, that no further vouchers or estimates will be issued or payments made on the Agreement until Subcontractors, workmen and employees have been paid and the Grantee shall neglect or refuse for a period of ten (10) days after such notice is given, as above provided for, to pay such Subcontractors, workmen and employees without other or further notice of said Grantee; but failure to the County to retain and apply such moneys, or to order or direct that no vouchers or estimates shall be issued or further payments be made shall not, nor shall the paying over of such reserve sum without such Subcontractors, workmen or employees being first paid, in any way effect the liability of the Grantee or of his sureties to the County, or to any such Subcontractors, workmen or employees upon any bond given in connection with such Agreement.

c) Funding

Grantee understands and acknowledges that this Agreement is funded by a special purpose fund through the ARC.

Funds made available through this award may only be used for the purpose set forth in this award and must be consistent with the statutory authority for the award.

In the event that Grantee receives payment under this Agreement, which is later disallowed by an auditor, the County's grantor, the County, or any governmental agency with oversight jurisdiction of the Grant Funds paid to Grantee under this Agreement, Grantee shall promptly refund the disallowed amount to the County upon request, or at the County's option, the County may credit the amount disallowed from the next payment due or become due to Grantee under any Agreement with the County.

The total compensation and reimbursement payable by the County to Grantee for shelter construction shall not exceed the sum of \$2,000,000.00.

ARTICLE 6) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Grantee, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Grantee shall observe and comply with the laws, ordinances, regulations and codes of the

Federal, State, County and other local government agencies which may in any manner affect the performance of the Agreement including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Grantee's employees, agents or Subcontractor shall be the responsibility of the Grantee.

ARTICLE 7) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Grantee:

- i)** Warrants that Grantee is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Grantee is not appropriately licensed;
- ii)** Warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement to the best of its knowledge; and Grantee is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii)** Warrants that it will not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv)** Warrants that Grantee and its Subcontractors are not in default at the time this Agreement is signed to the best of its knowledge, and has not been considered by the Director to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v)** Represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Grantee warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi)** Represents that Grantee and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii)** Acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination.

b) Ethics

In addition to the foregoing warranties and representations, Grantee warrants:

To the best of its knowledge, no officer, agent or employee of the County is employed by Grantee or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Cook County Board of Ethics.

No payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Grantee or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Grantee, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Grantee is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Grantee must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

- i)** No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or any financial benefit that may arise from it.
- ii)** Grantee covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

- iii) Grantee covenants that, to the best of its knowledge, the Consulting Parties presently have committed no violations of criminal law involving fraud, bribery, or gratuity violations.
- iv) If Grantee becomes aware of a potential conflict of interest, it must immediately stop work on the assignment causing the conflict and notify the County.
- v) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- vi) The Grantee further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in this Agreement. If the County determines that any of Grantee's Services for others conflict with the Services Grantee is to render for the County under this Agreement, Grantee must terminate such other services immediately upon request of the County.

ARTICLE 8) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Grantee to the County.
- ii) Grantee's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Grantee's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services in a manner reasonably satisfactory to the County or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

- (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Grantee's reasonable control;
 - (e) Failure of shelter services provider to maintain licensure as a humane society or pass inspection by regulatory bodies including the State and USDA; and
 - (f) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Grantee's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Grantee acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other agreements.
- iv) Failure to comply with Article 6 in the performance of this Agreement.
- v) Grantee's repeated or continued violations of County ordinances unrelated to performance under this Agreement that in the opinion of the County indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Grantee in default. The County shall give Grantee an opportunity to cure an event of default pertaining to Grantee's material failure to perform any of its obligations under this Agreement. The County may in its sole discretion give Grantee an opportunity to cure any other event of default. The opportunity to cure will be limited to 30 days, unless extended by the County.

The County will give Grantee written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the County gives a Default Notice, it will also indicate any present intent it may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The County may give a Default Notice if Grantee fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given, Grantee must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;

- ii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iii) The right to money damages;
- iv) The right to withhold all or any part of Grantee's compensation under this Agreement.

If the County considers it to be in the County's best interests, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Grantee to continue to provide the Services despite one or more events of default, Grantee is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Suspension

The County may at any time request that Grantee suspend its Services, or any part of them, by giving 15 days prior notice to Grantee or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Grantee must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Director and such equitable extension of time as may be mutually agreed upon by the Director and Grantee when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Grantee as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Grantee by written notice may treat the suspension as an early termination of this Agreement under Article 8.

d) Delays

Grantee agrees that no charges or claims for damages shall be made by Grantee for any delays or hindrances from any cause whatsoever during the progress of any portion of this Agreement.

e) Prepaid Fees

In the event this Agreement is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Grantee shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided (“Prepaid Fees”) as of the effective date of the termination. The refund shall be made within 14 days of the effective date of termination.

f) Liquidated Damages

In the event that the County fails to acquire or subsequently loses meaningful use of the shelter facility that is the subject of the grant, Grantee shall repay the grant amount received to the County, on a prorated basis in equal monthly installments equivalent to the reasonable estimate of loss incurred by the County.

ARTICLE 9) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Grantee acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Grantee to enter into this Agreement or has been relied upon by Grantee, including any with reference to:

- (a) The meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) The nature of the Services to be performed;
- (c) The nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) The general conditions which may in any way affect this Agreement or its performance;

- (e) The compensation provisions of this Agreement; or,
- (f) Any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

Grantee acknowledges that Grantee was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Grantee did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Grantee relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts/Facsimile Signatures

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect. Facsimile signatures shall constitute original signatures for all purposes.

c) Agreement Amendments

The parties may during the term of this Agreement make amendments to this Agreement but only as provided in this section. Such amendments shall only be made by mutual agreement in writing, pursuant to County rules.

d) Governing Law and Jurisdiction

This Agreement shall be governed by and construed under the laws of the State of Illinois. The Grantee irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of this Agreement, or arising from any dispute or controversy arising in connection with or related to this Agreement, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Grantee consents and submits to the jurisdiction thereof. In accordance with these provisions, Grantee waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Agreement.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Grantee must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Grantee must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the County in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Grantee's performance in any respect or waives a requirement or condition to either the County's or Grantee's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Grantee in writing.

i) Independent Contractor

The County and Grantee are independent contractors with respect to each other. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or

organization of any kind between Grantee and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Grantee must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the County.

If Grantee is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Grantee performing the Services required under this Agreement.
- ii) Grantee is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Grantee.

j) Force Majeure

Neither Grantee nor County shall be liable for failing to fulfill any obligation under this Agreement if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

k) Covenant Not to Sue

As a consideration for receiving Grant Funds, excluding any action to enforce the terms of this Agreement, Grantee covenants and agrees that it shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officials, officers, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, state and/or federal agency, court or other tribunal, against the County, its officers, commissioners, employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this Agreement.

l) Use of Funds

Grantee shall use the funds paid to it by the County under this Agreement solely as provided by the terms of this Agreement.

m) Headings

The headings of the articles contained in this Agreement are for reference purposes only

and shall not affect in any way the meaning or interpretation of this Agreement.

n) Equal Opportunity

This Agreement incorporates the Equal Employment Opportunity Clause at Section 750, Appendix A of the Illinois Department of Human Rights Rules.

o) County Residents

The grantee shall ensure that at least 50 percent of the total hours worked on the site by employees of the Grantee and Subcontractors for shelter construction shall be performed by residents of Cook County, where not otherwise prohibited by Federal or State law. "Residents of the County of Cook" shall mean persons domiciled with the permanent home and principal establishment.

p) Veterans

The Grantee shall comply with "AN ACT to give preference to the veterans of the United States military and naval service in appointment and employment upon public works, by or for the use of, the State or its political subdivision", approved June 12, 1935, as amended. Attention is called to Illinois Compiled Statutes 1992, 330 ILCS 55/1.

q) Non-exclusivity

This Agreement is non-exclusive. Grantee may, at its sole discretion, offer similar services and training programs to third parties without prior or subsequent notice to County. The County retains the right, at its sole discretion and without prior or subsequent notification to Grantee, to utilize any other entity to provide similar or like-kind services and training programs that Grantee will provide under this Agreement.

r) Ambiguities

Any rule of construction to the effect that ambiguities are resolved against the drafting party shall not apply in interpreting this Agreement.

s) No Personal Liability

No member, official, employee or agent of the County shall be personally liable in connection with this Agreement.

t) No Third-Party Beneficiaries

Nothing in this Agreement shall be construed to create any rights in third parties.

ARTICLE 10) NOTICES

All notices required pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

Notice to COUNTY shall be addressed to:

Cook County Department of Animal and Rabies Control
10220 South 76th Avenue, Room 251
Bridgeview, Illinois 60455
Attn: Thomas J. Wake DVM, Administrator

With a copy to:

Cook County Bureau of Administration
118 North Clark Street, Suite 820
Chicago, Illinois 60602
Attn: Tanya Anthony, Chief Administrative Officer

Notice to the City shall be addressed to:

City of Evanston
Corporation Counsel
2100 Ridge Avenue
Evanston, Illinois 60201

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 10. Notices delivered by mail are considered received three days after mailing in accordance with this Article 10. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 11) AUTHORITY

Execution of this Agreement by Grantee is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Grantee have been made with complete and full authority to commit Grantee to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement is hereby executed on behalf of the parties through their authorized representatives as set forth below.

ON BEHALF OF COOK COUNTY:

By: _____
Thomas J. Wake DVM, Administrator
Cook County Department of Animal and Rabies Control

Date: _____

ON BEHALF OF THE CITY OF EVANSTON:

By: _____
Erika Storlie, Manager
City of Evanston

Date: _____