

2/23/2018

13-R-18

A RESOLUTION

Authorizing the City Manager to Execute an Economic Development Grant Agreement with BLUE1647

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

SECTION 1: The City Manager is hereby authorized and directed to sign a grant agreement between the City and BLUE1647, an Illinois not-for-profit corporation, attached hereto as Exhibit 1 and incorporated herein by reference (the "Agreement").

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Agreement as he may determine to be in the best interests of the City.


SECTION 3: This Resolution 13-R-18 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: March 12, 2018



Stephen H. Hagerty, Mayor

Approved as to form:



W. Grant Farrar, Corporation Counsel

EXHIBIT 1

Grant Agreement

GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is entered by and between the City of Evanston, an Illinois municipal corporation (“City”), and Blue 1647, an Illinois not-for-profit corporation (“Blue 1647” or “Grantee”).

RECITALS

WHEREAS, Blue 1647 provides classes and workshops with a curriculum that is devoted to teaching participants’ web development, coding and also covers other cutting edge technologies. The classes are taught by individuals with industry experience and geared towards youth and entrepreneurs; and

WHEREAS, Blue 1647 seeks to provide 4 boot camp sessions in 2018 and teach a total of 60 Evanston residents to be paid for with City Economic Development funds; and

WHEREAS, the City Council, as recommended by the Economic Development Committee, has authorized staff to manage and administer this Agreement on the City's behalf, including, without limitation, authorizing the City Manager to execute this Agreement with Grantee, thereby establishing the terms, conditions, and requirements for participation in this Agreement in accordance with City guidelines,

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual obligations of the parties as herein expressed, the City and Blue 1647 agree as follows:

AGREEMENT

I. DEFINITIONS

The following terms shall have the following meanings whenever used in this Agreement, except where the context clearly indicates otherwise. Any ambiguity as to the intended meaning or scope of the terms set forth below shall be resolved solely by the City through its designated representative.

- a. **“Completion Date”** means the date that the Grantee has finished the Project, December 31, 2018, pursuant to the plans approved by City Council and to the satisfaction of the Manager.
- b. **“Manager”** means the City's Economic Development Manager, who shall manage and administer this Agreement on behalf of the City, or his designee.
- c. **“Grant”** means the total amount of the City's grant of Economic Development Fund moneys to Grantee for purposes of funding the Project, which cannot

exceed Seventy-Five Thousand and no/100 Dollars (\$75,000), which is the amount approved by City Council.

- d. "Project" means providing four web development training courses to 60 Evanston residents.

II. TERMS OF GRANT

- a. City agrees to disburse total grant funds in an amount not to exceed \$75,000 ("Grant Amount") from its Economic Development Fund in accordance with the terms of this Agreement to fund four cohort sessions taught by Blue 1647 from March 2018 – December 31, 2018.
- b. The City shall disburse the Grant funds pursuant to the following schedule:
 - First installment: \$37,500 – paid within 10 business days of Grant Agreement execution by both parties.
 - Second – Fifth Installments: \$9,375 distributed on a reimbursement basis at the conclusion of each cohort session.
- c. No reimbursement shall exceed \$1,250 per student of Grantee's training program.
- d. The cohort sessions must contain at least 15 Evanston residents per session for a total of 60 Evanston residents provided training by Blue 1647. Proof of Evanston resident enrollment will be required prior to the reimbursement payment issuance. Shortfalls in Evanston resident participation will be deducted from the reimbursement at a rate of \$1,250 per student.

III. BLUE 1647'S RESPONSIBILITIES

- a. Blue 1647 is required to submit to the City Council a quarterly progress report that summarizes the following with regards to participants:
 - 1. Number of participants who are, in the Manager's sole discretion, documented Evanston residents. Acceptable documentation shall include, but not be limited to, driver's licenses, executed leases, and utility bills;
 - 2. Participation dates;
 - 3. Date of employment after graduation; and
 - 4. Place of employment after graduation or business startup information.
- b. For each Evanston resident enrolled in the program, three additional Evanstonians will be granted access to Blue 1647's online Blue Academy training.
- c. Grantee shall acknowledge, in any Project press release(s), programs, and events, that the City's Grant was vital to completion of the Project. Grantee will

identify the City of Evanston financial support on the Grantee's business website and on other media material distributed by Curt's Café.

- d. Grantee shall comply with all terms and conditions of this Agreement and all applicable requirements of Federal, State, and City of Evanston law.

IV. THE CITY'S RESPONSIBILITIES

- a. Within a reasonable time after Grantee notifies City of the completion of the Project or any portion thereof, the Manager shall inspect the relevant reports to ascertain whether they were completed in accordance with the Project scope approved by the City Council.
- b. Manager shall review Blue 1647's request and accompanying documents for the Grant. If Blue 1647 meets all its terms, conditions, and obligations under this Agreement, the Manager shall issue the Grant funds as set forth herein.

V. TIME OF PERFORMANCE

Blue 1647 will complete the Project no later than December 31, 2018. Failure to complete the Project within said time will result in Blue 1647's inability to apply for future funding. Requests for additional time and extensions in Project completion time may be granted, but only if submitted in writing prior to the expiration of this Agreement.

VI. OBLIGATION TO REFRAIN FROM DISCRIMINATION

- a. Grantee covenants and agrees for itself, its successors and its assigns to either or both of the Properties, or any part thereof, that it shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or physical or mental disabilities that do not impair ability to work, and further that it shall examine all job classifications to determine if minority persons or women are underutilized and shall take appropriate affirmative action to rectify any such underutilization.
- b. If Grantee hires additional employees in order to perform its responsibilities pursuant to this Agreement, or any portion hereof, it shall determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it shall hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- c. That, in all solicitations or advertisements for employees placed by it or on its behalf, it shall state that all applicants shall be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

VII. NO AGENCY CREATED

Neither Grantee nor any third party hired by Grantee to complete the Project is an agent of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Grantee concerning the details of the obligations under this Agreement, or to exercise any control over such obligations, shall mean only that the Grantee shall follow the direction of the City concerning the end results of the obligations.

VIII. OWNERSHIP OF DOCUMENTS

All documents prepared and submitted to the City pursuant to this Agreement (including any duplicate copies) shall be the property of the City. The City's ownership of these documents includes use of, reproduction or reuse of and all incidental rights thereto.

IX. INDEMNIFICATION AND HOLD HARMLESS

To the maximum extent permitted by law, the Grantee agrees to and shall defend, indemnify and hold harmless the City, and its respective officers, officials, employees, contractors and agents from and against all claims, liability, loss, damage, costs or expenses (including expert witness fees, reasonable attorneys' fees, and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or property resulting or arising from or in any way connected with the following, provided Grantee shall not be responsible for (and such indemnity shall not apply to) any negligence or willful misconduct of the City, or their respective officers, officials, active employees, contractors or agents:

- a. The development, construction, marketing, use or operation of the Properties by the Grantee, its officers, contractors, subcontractors, agents, employees or other persons acting on Grantee's behalf ("Indemnifying Parties");
- b. The displacement or relocation of any person from the Properties as the result of the development of the Project on the Properties by the Indemnifying Parties;
- c. Any loss or damage to the City resulting from any inaccuracy in or breach of any representation or warranty of Grantee, or resulting from any breach or default by Grantee, under this Agreement; and
- d. Any and all actions, claims, damages, injuries, challenges and/or costs or liabilities arising from the approval of any and all entitlements or permits by the

Grantee further agrees that the hold harmless agreement in Article X, and the duty to defend the City, and their respective officers, officials, employees, contractors and agents, require the Grantee to pay any costs that the City may incur which are associated with enforcing the hold harmless provisions, and defending any claims arising from obligations or services under this Agreement. If the City chooses at its own election to conduct its own defense, participate in its own defense, or obtain

be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

XIII. DEFAULT; REMEDIES; DISPUTE RESOLUTION

a. Notice of Default.

In the event of failure by either party hereto substantially to perform any material term or provision of this Agreement, the non-defaulting party shall have those rights and remedies provided herein, provided that such non-defaulting party has first provided to the defaulting party a written notice of default in the manner required herein identifying with specificity the nature of the alleged default and the manner in which said default may be satisfactorily be cured.

b. Cure of Default

Upon the receipt of the notice of default, the alleged defaulting party shall promptly commence to cure, correct, or remedy such default within ninety (90) days and shall continuously and diligently prosecute the same to completion.

c. City Remedies; Repayment of Grant.

In the event of a default by Grantee of the terms of this Agreement that has not been cured within the timeframe set forth in Paragraph b above, the City, at its option, may terminate this Agreement or may institute legal action in law or in equity to cure, correct, or remedy such default, enjoin any threatened or attempted violation, or enforce the terms of this Agreement

In the event of a default by Grantee that occurs after the City has disbursed any Grant funds, the total of such disbursement(s), plus any accrued interest, shall become immediately due and payable. All payments shall be first credited to accrued interest, next to costs, charges, and fees which may be owing from time to time, and then to principal. All payment shall be made in lawful money of the United States. Payments shall be made to City at the address set forth in Article XIV herein or at such other address as City may direct pursuant to notice delivered to Grantee in accordance with Article XIV.

d. Grantee's Exclusive Remedies.

The parties acknowledge that the City would not have entered into this Agreement if it were to be liable in damages under, or with respect to, this Agreement or any of the matters referred to herein, including the Project, except as provided in this Article. Accordingly, Grantee shall not be entitled to damages or monetary relief for any breach of this Agreement by the City or arising out of or connected with any dispute, controversy, or issue between Grantee and the City regarding this Agreement or any of the matters referred to herein, the parties

agreeing that declaratory and injunctive relief, mandate, and specific performance shall be Grantee's sole and exclusive judicial remedies.

XIV. APPLICABLE LAW

The internal laws of the State of Illinois without regard to principles of conflicts of law shall govern the interpretation and enforcement of this Agreement. Venue shall be in Cook County, Illinois.

XV. CONFLICT OF INTEREST

- a. No member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is, directly or indirectly, interested.
- b. The Grantee warrants that it has not paid or given, and shall not pay or give, any third person any money or other consideration for obtaining this Agreement.

XVI. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No member, official, agent, legal counsel or employee of the City shall be personally liable to the Grantee, or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Grantee or successor or on any obligation under the terms of this Agreement.

XVII. BINDING EFFECT

This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

XVIII. AUTHORITY TO SIGN

The Grantee hereby represents that the persons executing this Agreement on behalf of Grantee have full authority to do so and to bind Grantee to perform pursuant to the terms and conditions of this Agreement.

XIX. COUNTERPARTS

This Agreement may be executed by each party on a separate signature page, and, with the executed signature pages combined, shall constitute one single instrument.

XX. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

- a. This Agreement and the Exhibits and references incorporated into this Agreement express all understandings of the parties concerning the matters covered in this Agreement. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.
- b. All waivers of and/or amendments to the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or the Grantee.

XXI. NON-ASSIGNMENT

The Grantee shall not assign the obligations under this Agreement, nor any funds due or to become due, without the City's prior written approval, and Grantee and Grantee's proposed assignee's execution of an assignment and assumption agreement in a form approved by the City. Any assignment in violation of this paragraph is grounds for breach of this Agreement, at the sole discretion of the City Manager. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

XXII. NO WAIVER

No failure of either the City or the Grantee to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect.

[Signature page to follow]

IN WITNESS WHEREOF, the City, and the Grantee have signed this Agreement as of the dates set opposite their signatures.

CITY

Dated: _____

By: _____

Name: _____

Title: _____

GRANTEE

Dated: _____

By: _____

Name: _____

Title: _____