

16-R-17

A RESOLUTION

Authorizing the City Manager to Negotiate and Execute a Grant Agreement with EASA to Fund Operations at the Evanston Animal Shelter

WHEREAS, Ordinance 54-O-14 created the Animal Welfare Board to provide direction and guidance for the Evanston Animal Shelter located at 2310 Oakton Street (the "Shelter"); and

WHEREAS, the City Council also adopted 56-R-15 to authorize the Evanston Animal Shelter Association ("EASA"), an Illinois not-for-profit corporation, to serve as the City's Volunteer Animal organization for the Shelter; and

WHEREAS, EASA seeks grant funds from the City of Evanston to fund its operations and salaries for part-time staff members to serve as animal coordinators and kennel assistants; and

WHEREAS, the City Council of the City of Evanston finds the best interests of the City are served to execute a Grant Agreement with EASA to financially support EASA's efforts to provide safe and quality services to the animals in its care at the Shelter,


NOW, THEREFORE, 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 execute the Grant Agreement (the "Agreement") by and between the City of Evanston and Evanston Animal Shelter Association, the Agreement is attached hereto as Exhibit 1

and incorporated herein by reference. The grant funds will be distributed every six months for a two-year period to coincide with the term that EASA will continue its service as the Volunteer Animal Organization Agreement. Each grant installment is \$32,500 for a total grant of \$130,000.

SECTION 2: That the City Manager is hereby authorized and directed to negotiate any remaining terms of the Agreement as he may be deem to be in the best interests of the City.

SECTION 3: That this Resolution 16-R-17 shall be in full force and effect from and after its passage and approval in the manner provided by law.


Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: March 13, 2017

EXHIBIT 1
GRANT AGREEMENT

GRANT AGREEMENT

THIS GRANT AGREEMENT (the "Agreement") is entered into on this ___ day of _____, 2017 ("Effective Date"), by and between the City of Evanston, an Illinois home rule municipality, ("City"), and Evanston Animal Shelter Association, an Illinois not-for-profit corporation ("EASA") (individually, the City and EASA are referred to herein as "Party" and collectively, they are referred to as the "Parties").

RECITALS

WHEREAS, the City selected EASA to serve as the Volunteer Animal Organization to run the Evanston Animal Shelter (the "Shelter") at 2310 Oakton Street for a two year term June 1, 2017 - May 31, 2019; and

WHEREAS, EASA seeks funding to support its work at the Shelter and seeks grant funding from the City of Evanston in the amount of \$65,000 annually through the end the term of the Volunteer Animal Organization Agreement, to allow EASA to retain part-time staff members to oversee operations at the Shelter; and

WHEREAS, the City Council of the City of Evanston finds the best interests of the City include financial support of EASA's efforts to provide safe and quality services to the animals in its care at the Shelter; and

WHEREAS, the City has authorized City staff to manage and administer this Grant Agreement on behalf of the City including, without limitation, authorizing the City Manager to execute this Agreement with EASA, thereby establishing terms, conditions, and requirements for participation in this Agreement,

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual obligations of the Parties as follows:

AGREEMENT

I. TERMS OF GRANT

- a. EASA will utilize the grant funds to retain part-time employees that perform functions related to an animal coordinator and kennel assistant for the EASA to handle the operations at the Shelter. The grant funds will also be utilized to pay for associated employee costs, including overtime pay, liability insurance and payroll processing costs. The brief job descriptions for the proposed EASA employees are attached as Exhibit A and incorporated herein.
- b. Commencing on June 1, 2017, City shall disburse the grant funds in six (6) month installments of \$32,500 through the end of the Term according to the following schedule:

Payment Date	Payment Amount
6/1/2017	\$32,500
1/1/2018	\$32,500
6/1/2018	\$32,500
1/1/2019	\$32,500

Total Disbursements under this Grant Agreement: \$130,000

- c. Prior to disbursement of the installments, the authorized City staff member shall review EASA's payroll records every six months and confirm that the grant funds are utilized solely for the expenses outlined in Section I(a). In addition, EASA cannot be in default of any term of the Volunteer Animal Organization Agreement between the Parties prior to a disbursement. Any defaults of this Agreement or the Volunteer Animal Organization Agreement shall be cured prior to disbursement of funds.

II. COMPLIANCE WITH LAW

EASA agrees to comply with all the requirements now or hereafter in force, of all municipal, county, state and federal authorities, pertaining to the development and use of the Property and construction of the Project, as well as operations conducted on the Property. The Director will not issue any Grant funds to the EASA if there is in violation of any law, ordinance, code, regulation, or permit. The City agrees to cooperate and assist EASA in such compliance if the assistance of the City is required.

III. NOTICES

All notices permitted or required hereunder must be in writing and shall be effected by (i) personal delivery, (ii) first class mail, registered or certified, postage fully prepaid, or (iii) reputable same-day or overnight delivery service that provides a receipt showing date and time of delivery, addressed to the following parties, or to such other address as any party may, from time to time, designate in writing in the manner as provided herein:

To City: City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
Attn: City Manager

With a copy to: City of Evanston
2100 Ridge Avenue, Room 4400
Evanston, IL 60201
Attn: Corporation Counsel

To EASA: Evanston Animal Shelter Association
Attn: Vicky Pasenko and Alisa Kaplan
2310 Oakton Street
Evanston, IL 60202

Any written notice, demand or communication shall be deemed received immediately if personally delivered or delivered by delivery service to the addresses above, and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

IV. 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 90 days and shall continuously and diligently prosecute such cure, correction or remedy to completion.

c. City Remedies; Refund of Grant.

In the event of a material default by EASA of the terms of this Agreement that has not been cured within the time frame 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 EASA that occurs after the City has disbursed any Grant funds, the total of such installment of the grant, shall be refunded to the City.

d. EASA'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. Accordingly, EASA 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 EASA and the City regarding this Agreement or any of the matters

referred to herein, the parties agreeing that declaratory and injunctive relief, mandamus, and specific performance shall be EASA's sole and exclusive judicial remedies except for any willful misconduct of the City, or its respective officers, officials, representatives, active employees, contractors or agents.

V. APPLICABLE LAW AND BINDING EFFECT

The laws of the State of Illinois without regard to principles of conflicts of law shall govern the interpretation and enforcement of this Agreement. 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. EASA hereby represents that the persons executing this Agreement on behalf of EASA have full authority to do so and to bind EASA to perform pursuant to the terms and conditions of this Agreement.

VI. COUNTERPARTS

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

VII. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

- a. This Agreement and the Exhibit 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.
- b. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or the EASA, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and the EASA.

VIII. NON-ASSIGNMENT

EASA shall not assign the obligations under this Agreement, nor any monies due or to become due, without the City's prior written approval, and EASA 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.

IX. NO WAIVER

No failure of either the City or EASA 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.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first written above.

**THE CITY OF EVANSTON,
an Illinois home rule municipal corporation**

By: _____

Its: City Manager, Wally Bobkiewicz

**EVANSTON ANIMAL SHELTER ASSOCIATION
an Illinois not-for-profit corporation**

By: _____

Its: President

Print Name: _____

EXHIBIT A
EASA Part-Time Employee Job Descriptions

Role #1: Animal Shelter Coordinator I

8:30 a.m. to 1:30 p.m.

25 hours per week 5 hours per day Monday through Friday

This role would include the following:

- Coordinating the activities of the morning volunteers, providing guidance and direction as necessary
- Greeting the public as required
- Answering the phone and responding to questions or taking messages as necessary
- Intake of any animals as required, providing options when we can't take the animal
- Returning animals to owners following prescribed guidelines
- Identifying animals that need immediate medical attention; contacting the appropriate medical coordinators for guidance and possibly transporting the animals to a vet
- Accepting donations and putting them away
- Ensuring the shelter and grounds are clean and tidy
- Coordinate with the afternoon staff member to maintain a list of needed supplies
- Other duties as assigned or required

Role #2: Animal Shelter Coordinator II

1:15 pm through 6:15 pm

25 hours per week 5 hours per day Monday through Friday

- Greeting the public as required
- Answering the phone and responding to questions or taking message as necessary
- Intake of any animals as required, providing options when we can't take the animal
- Returning animals to owners following prescribed guidelines
- Identifying animals that need immediate medical attention; contacting the appropriate medical coordinator for guidance and possibly transporting the animals to a vet
- Accepting donations and putting them away
- Ensuring the shelter and grounds are clean and tidy
- Coordinating with the afternoon staff member to determine needed supplies and placing orders to ensure needed supplies are on hand at all times
- Maintaining computer records including but not limited to: Database of volunteers, database of donors, inventory of animals,
- Maintain shelter files
- Other duties as assigned or required

Role #3: Kennel Assistant

8:00 am through 12:00 pm

20 hours per week 4 hours per day Monday through Friday

- Walking and socializing dogs
- Cleaning and disinfecting cages
- Assisting in the cleaning and maintenance of the facility
- Other duties as assigned or required