



Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of the Human Services Committee
From: Lara Biggs, Bureau Chief - Capital Planning/City Engineer
CC: David Stoneback, Public Works Agency Director; Shane Cary, Architect/Project Manager
Subject: Resolution 21-R-21, Authorizing the City Manager to Enter Into A First Amendment to the Grant Agreement With Evanston Animal Shelter Association
Date: February 8, 2021

Recommended Action:

Staff recommends the City Council adopt Resolution 21-R-21, Authorizing the City Manager to Enter Into A First Amendment to the Grant Agreement With Evanston Animal Shelter Association. This amendment outlines a new distribution of grant funds and extends the term of the Grant Agreement through June 1, 2036.

Council Action:

For Action

Summary:

The City of Evanston (COE) contracts with the Evanston Animal Shelter Association (EASA) for operation of the Evanston Animal Shelter. There are two agreements established between COE and EASA, 1) a Volunteer Animal Organization (VAO) Agreement and 2) a Grant Agreement. The term of both agreements is for two years, through May 31, 2021.

The terms of the contract are outlined in the Volunteer Animal Organization (VAO) Agreement. The VAO Agreement also includes a clause that COE will reimburse EASA up to \$35,000 annually for the purchase of bulk food and cat litter.

Under the Grant Agreement, COE provides \$65,000 annually to the EASA to be used towards payroll expenses for part-time staff to help operate the shelter.

To simplify the administration of the VAO Agreement, staff is recommending that the reimbursement clause be removed from the VAO Agreement and that COE increases the

annual grant amount to \$100,000 for payroll expenses in the Grant Agreement. The amendment to the VAO agreement is being considered separately as Resolution 20-R-21.

In order to provide stability and to match the proposed new term of the VAO Agreement under Resolution 20-R-21, staff is recommending that the term of the Grant Agreement be extended to June 1, 2036.

EASA concurs with these changes. Resolution 21-R-21 is attached.

Legislative History:

On May 28, 2019, City Council adopted Resolution 52-R-19 authorizing the City Manager to negotiate and execute an agreement with the Evanston Animal Shelter Association to fund operations by providing a grant and supplies reimbursement for the period of June 1, 2019 through May 31, 2020.

Attachments:

[Resolution 21-R-21](#)

21-R-21

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A
FIRST AMENDMENT TO THE GRANT AGREEMENT WITH EVANSTON
ANIMAL SHELTER ASSOCIATION**

WHEREAS, the City of Evanston selected Evanston Animal Shelter Association (“EASA”) to serve as the volunteer animal organization to operate the Evanston Animal Shelter (the “Shelter”) at 2310 Oakton Street, Evanston, Illinois (the “Property”);

WHEREAS, in support of repairing the Property, the City is positioned to receive grant funding from Cook County to make significant and needed infrastructure repairs to the Property; and

WHEREAS, the Evanston Animal Shelter Association (“EASA”) is a partner of the City’s and manages the Shelter and its animals for the benefit of the City; and

WHEREAS, given the need for EASA to assist the City in fundraising efforts for capital improvements, the City pursuant to a First Amendment of the Volunteer Animal Shelter Agreement (“VAO”) has agreed to extend the term of the partnership to May 1, 2036;

WHEREAS, the City currently grants \$65,000 a year to EASA for part-time staff of the Shelter, and currently expends an additional \$35,000 a year in reimbursements to EASA for bulk animal food and cat litter pursuant to the Grant Agreement attached hereto as **Exhibit A**;

WHEREAS, currently, the Grant Agreement is scheduled to stop funding as of January 1, 2021; and

WHEREAS, the City and EASA, in order to accomplish the goal of renovating the Property, and to continue supporting the community by caring for Evanston's homeless animals, wish to enter into a First Amendment to the Grant Agreement which outlines a new distribution of grant funds through June of 2036, totaling \$100,000 and eliminating the need for the City to reimburse EASA for EASA's purchases of bulk food and cat litter;

WHEREAS, pursuant to Section 1-17-1(a) of the Evanston Municipal Code, the City, through its City Manager, is authorized to enter into agreements for the conduct of such affairs of the City.

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

SECTION 1: That the foregoing recitals are hereby found as fact and incorporated herein by reference.

SECTION 2: The City Manager is hereby authorized and directed to sign the First Amendment to the Volunteer Animal Organization Agreement, attached hereto as **Exhibit B**.

SECTION 3: If any provision, clause, sentence, paragraph, section or part of this Resolution, shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of the Resolution.

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SECTION 4: This Resolution 21-R-21 will be in full force and effect from and after the date of its passage and approval in the manner provided by law.

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

Devon Reid, City Clerk

Kelley A. Gandurski, Corporation Counsel

Adopted: _____, 2021

EXHIBIT A
GRANT AGREEMENT WITH EASA

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GRANT AGREEMENT

THIS GRANT AGREEMENT (the "Agreement") is entered into on this ___ day of _____, 2019 ("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, 2019 - May 31, 2021; 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, 2019, 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:

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
Kimberly Richardson

Approved as to form

Michelle L. Masoncup
Corporation Counsel

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

By: 

Its: Co-President

Print Name: Alisa Kaplan

And

By: 

Its: Co-President

Print Name: Vicky Pasento

EXHIBIT B – FIRST AMENDMENT TO THE GRANT AGREEMENT WITH EASA

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FIRST AMENDMENT TO GRANT AGREEMENT

THIS FIRST AMENDMENT OF the GRANT AGREEMENT (this “First Amendment”) is made as of the _____ day of _____, 2021, by and between **THE CITY OF EVANSTON**, an Illinois municipal corporation (hereinafter referred to as “**City**”) and **Evanston Animal Shelter Association (“EASA”)**, an Illinois not-for-profit corporation (hereinafter referred to as “**EASA**”). The City and EASA shall be referred to collectively as the “Parties.” The Grant Agreement shall hereinafter be referred to as the “Grant Agreement.”

WITNESSETH

WHEREAS, the City and EASA entered into the Grant Agreement dated June 1, 2019 (the terms and conditions of which are incorporated herein as Exhibit “A”) to provide animal shelter services and operations in the City of Evanston pursuant to grant funding from the City; and

WHEREAS, the City and EASA seek to amend the term of the Grant Agreement and provide for an increase to the funds granted to EASA from the City. In exchange, EASA will no longer be receiving reimbursement from the City for bulk food and cat litter purchases under a First Amendment to the Volunteer Animal Organization Agreement; and

WHEREAS, the City will be providing EASA \$100,000 annually through the end term of the Volunteer Animal Organization Agreement, to allow EASA to retain part-time staff members to oversee operations at the shelter; and

NOW THEREFORE, in consideration of the mutual observance of the covenants, conditions and promises set forth below and the parties agree as follows:

I. AGREEMENT IN FULL FORCE AND EFFECT: DEFINITIONS

The Parties acknowledge and agree that this First Amendment shall supercede, control and be deemed to modify the terms of the Grant Agreement. In the event of any conflict between the terms and conditions of this Amendment and the terms of the VAO, the parties unconditionally agree that the terms and conditions of this Amendment shall supercede, prevail and dictate. Any term or condition of the Grant Agreement not addressed within this First Amendment remain in full force and effect. The above-referenced recitals and incorporated herein.

II. RECITALS:

The second paragraph under “RECITALS” is hereby amended to read:

“WHEREAS, EASA seeks funding to support its work at the Shelter and seeks grant funding from the City of Evanston in the amount of \$100,000 annually through the end of the term of the Volunteer Animal Organization Agreement, to allow EASA to retain part-time staff members to oversee operations at the Shelter; and”

III. AGREEMENT

The following “I. Terms of Grant (b) is amended as follows:

“b. Commencing on June 1, 2021, City shall disburse the grant funds in six (6) month installments of \$50,000 through the end of the Term according to the following schedule:

PAYMENT DATE	PAYMENT AMOUNT
6/1/2021	\$50,000
1/1/2022	\$50,000
6/1/2022	\$50,000
1/1/2023	\$50,000
6/1/2023	\$50,000
1/1/2024	\$50,000
6/1/2024	\$50,000
1/1/2025	\$50,000
6/1/2025	\$50,000
1/1/2026	\$50,000
6/1/2026	\$50,000
1/1/2027	\$50,000
6/1/2027	\$50,000
1/1/2028	\$50,000
6/1/2028	\$50,000
1/1/2029	\$50,000
6/1/2029	\$50,000
1/1/2030	\$50,000
6/1/2030	\$50,000
1/1/2031	\$50,000
6/1/2031	\$50,000
1/1/2032	\$50,000
6/1/2032	\$50,000
1/1/2033	\$50,000
6/1/2033	\$50,000
1/1/2034	\$50,000
6/1/2034	\$50,000
1/1/2035	\$50,000
6/1/2035	\$50,000
1/1/2036	\$50,000
6/1/2036	\$50,000

V. COUNTERPARTS

This First Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument. For purposes of this Amendment, facsimile and scanned signatures shall be considered the same as original signatures and shall be treated as valid and binding upon the parties hereto, provided, however the parties shall exchange original signature pages as reasonably promptly following execution hereof.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the day and year first above written.

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

**CITY OF EVANSTON
*an Illinois municipal corporation***

By: _____

By: _____

Its: President _____

Its: City Manager _____

Date: _____

Date: _____

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