

62-R-94

A RESOLUTION

Authorizing the Submission of an Application
to the Office of Lt. Governor Kustra
for Grant Funding Available through the
Keep Illinois Beautiful Program

WHEREAS, the City Council of the City of Evanston,
pursuant to Resolution 41-R-86, authorized the City's
participation in the Keep Illinois Beautiful Program ("Program")
to be administered through Keep Evanston Beautiful, Inc.; and

WHEREAS, at the recommendation of Keep Evanston
Beautiful, the City of Evanston will apply to the Office of
Lt. Governor Robert Kustra for grant funding available through
the Program; and

WHEREAS, in furtherance of said participation, it is
necessary that an application be submitted by the City of
Evanston on behalf of Keep Evanston Beautiful and that certain
agreements be entered into with the State of Illinois,

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

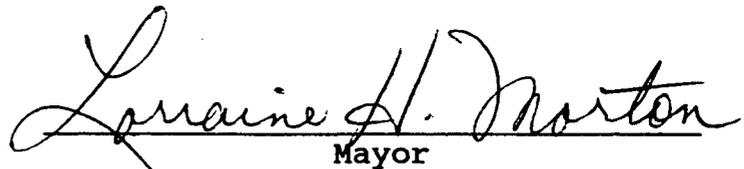
SECTION 1: That the City of Evanston shall apply for a
Six Thousand Five Hundred and no/100ths Dollars (\$6,500.00) grant
through the Program under the terms and conditions of the State
of Illinois and shall enter into and agree to the understandings
and assurances governing the receipt and utilization of the
aforesaid grant funds.

SECTION 2: That the Mayor, City Manager and City Clerk, on behalf of the City of Evanston, shall be empowered to execute such documents and all other agreements as may be considered necessary for carrying out the stated activities outlined within said application.

SECTION 3: That the Mayor, City Manager and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of a grant offer.

SECTION 4: That the City of Evanston shall, and does, hereby commit the sum of Five Thousand and no/100ths Dollars (\$5,000.00) in local funds contingent on approval of the 1994-95 budget as identified in said grant application to be used along with funds raised by Keep Evanston Beautiful through memberships and fund raising activity and with grant funds in the amount of Six Thousand Five Hundred and no/100ths Dollars (\$6,500.00) to implement the Program.

SECTION 5: This Resolution shall be in full force and effective following its passage and approval in the manner required by law.



Mayor

ATTEST:


City Clerk

Adopted: September 26, 1994

GRANT AGREEMENT

This Agreement made on September 26, 1994 between the City of Evanston and Keep Evanston Beautiful, Inc. regarding the administration of a Keep Illinois Beautiful program under section 46.53 of the Civil Administrative Code, Ill. Rev. Stat. ch. 127, para. 46.53 as amended.

1. The City of Evanston shall provide to Keep Evanston Beautiful, Inc. the sum of \$13,000, consisting of a Keep Illinois Beautiful Program Grant from the State of Illinois in the amount of \$6500.00 and matching funds from local sources in the amount of \$6500.00, in accordance with the terms and conditions of the grant as set forth in the grant document, the form which is attached hereto and by this reference specifically incorporated herein, and in accordance with any subsequent provisions, requirements and assurances promulgated by the State of Illinois that may now or hereafter apply to said grant.
2. The City of Evanston shall be obligated to provide said grant funds to Keep Evanston Beautiful, Inc. only on the condition that said funds shall be available from the Lieutenant Governor's Office. The non-availability of such grant funds shall cause this agreement to be terminated at the option of either party hereto or the Lieutenant Governor of the State of Illinois. Should the City of Evanston receive less than the full amount anticipated in the grant document, and if neither the Lieutenant Governor nor either party exercises his/its option to terminate this Agreement within 14 days of being notified of the non-availability of funds, Keep Evanston Beautiful, Inc. shall receive an amount under this Agreement which is reduced in proportion to the reduction in funds available to the City of Evanston under the grant document.
3. Keep Evanston Beautiful, Inc., shall adhere to all the provisions, requirements and assurances set forth in the grant document. Further, Keep Evanston Beautiful, Inc. shall comply with any existing or subsequently enacted provisions or requirements promulgated by the Lieutenant Governor and applicable to the grant. Failure shall cause this Agreement to be terminated at the discretion of the Lieutenant Governor.
4. Keep Evanston Beautiful, Inc., its officers, agents, employees and assigns, agree to hold the City of Evanston and the State of Illinois harmless from any and all liability, claims, damages and litigation arising from its operations and activities under the terms of the Agreement.
5. This Agreement shall be binding upon Keep Evanston Beautiful, Inc. and its assigns, except that Keep Evanston Beautiful, Inc. may not assign or transfer its rights without the prior written consent of the City of Evanston and the Lieutenant Governor. This Agreement shall inure to the benefit of the City of Evanston, its successors and assigns.
6. All federal and state laws in effect during the term of this Agreement, insofar as they are applicable, regardless of the date of enactment, shall be considered to be amendments hereto and as much a part of this

Agreement as if fully set forth herein without any further action by the parties.

7. This Agreement shall be governed by the laws of the State of Illinois. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
8. Except as provided in paragraph 6 above, the terms and conditions of this Agreement may only be amended by written agreement of both parties with the prior written consent of the Lieutenant Governor.
9. It is agreed between the parties that this Agreement, with attachments and as written, is the full and complete agreement between the parties and that there are no oral agreements or understandings between the parties other than that which has been reduced to writing herein.
10. The City of Evanston represents that all information contained in the application for Keep Illinois Beautiful Program Grant, as stated by the City of Evanston and submitted to the Statewide Keep Illinois Beautiful Coordinator is correct and accurate. The parties hereto agree that any material misstatement may be considered a breach of the grant document, and may result in the voiding of this Agreement and/or the grant document at the discretion of the Lieutenant Governor.

BY:

Charlotte Onokhundero
President of the Board
Keep Evanston Beautiful, Inc.

Lorraine H. Morton
Mayor
City of Evanston

Attest:

Kay Gibbs Nacey
Secretary/Treasurer

Justin Davis
Clerk of City of Evanston