

7/29/2009

65-R-09

A RESOLUTION

Authorizing the City Manager to Enter into a *Cooperation and Grant Agreement by and between the County of Cook Judicial Advisory Council and the City of Evanston*, and Accept the Youth Outreach Initiative Grant, Continuing the Evanston Police Department's Neighborhood Youth Outreach and Intervention Project

WHEREAS, the Cook County Judicial Advisory Council established the Justice Assistance Grant which has sponsored the Evanston Police Department's Neighborhood Youth Outreach and Intervention Project for the past ten years; and

WHEREAS, the City of Evanston Police Department is committed to deterring public loitering and other non-productive and/or criminal activities perpetuated by young adults through continued implementation of its Neighborhood Youth Outreach and Intervention Project; and

WHEREAS, the Neighborhood Youth Outreach and Intervention Project provides an array of "street level" services to youth population at highest risk, characterized by street gang involvement, school problems, substance abuse, poor family relationships, poverty, and unemployment or underemployment;

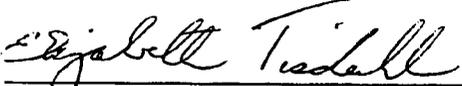
WHEREAS, in order to accept the 2009 Cook County Judicial Advisory Council grant of nine thousand one hundred sixty dollars (\$9,160.00) to continue the ongoing work of the Evanston Police Department's Neighborhood Youth Outreach and Intervention Project, the City shall enter into a *Cooperation and Grant Agreement by and between the County of Cook Judicial Advisory Council and the City of Evanston*, attached hereto as Exhibit A and incorporated herein by reference.

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

SECTION 1: That the City Council hereby finds that the recitals contained in the preamble to this Resolution are true and correct, and hereby incorporates them into this Resolution.

SECTION 2: That the City Manager is hereby authorized to enter into, and the City Clerk authorized to attest thereto, a *Cooperation and Grant Agreement by and between the County of Cook Judicial Advisory Council and the City of Evanston*, thereby accepting the nine thousand one hundred sixty dollar (\$9,160.00) grant from the Cook County Judicial Advisory Council Youth Outreach Initiative to continue the work of the Evanston Police Department's Neighborhood Youth Outreach and Intervention Project.

SECTION 3: That this Resolution 65-R-09 shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.



Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: August 10, 2009.

EXHIBIT A

**Cooperation and Grant Agreement by and between the County of Cook
Judicial Advisory Council and the City of Evanston**

COOPERATION AND GRANT AGREEMENT

This Agreement (the "Agreement") is made and entered into as of this December 31st, 2009, by and between the County of Cook (the "County") through its Judicial Advisory Council ("JAC"), pursuant to authorization by the Board of Commissioners of Cook County, and The City of Evanston ("The Grantee").

1. BACKGROUND

A. City/County Agreement. The County has entered into an Agreement with the U.S. Department of Justice (the "DOJ") pursuant to a Justice Assistance Grant ("JAG") Program in accordance with the Omnibus Appropriations Act of 2007 (2007-DJ-VX-2059) to fund various projects and programs provided for under the JAG Program ("Funded Programs") which have been or will be submitted for approval by the DOJ. Documents describing County's and DOJ obligations under the JAG program are attached as Exhibits A, B, C1 and C-2 ("Exhibits" or "DOJ Grant Award Documents"), including any documents which have been incorporated.

B. Grantee's Funded Program. The County hereby agrees to fund Grantee in the amount of Thirteen Thousand Four Hundred and Ninety-Eight Dollars to conduct a Funded Program to be funded by the County solely from DOJ grant funds received by the County as provided above. Grantee agrees that these funds will be matched with \$0.00 from non-federal sources. Subject to the exception articulated in Paragraph 3B, below, Grantee agrees to be bound by the terms and conditions of this Agreement and all terms and conditions pertaining to the conduct of the Funded Program and the expenditure of DOJ Funds as set forth in the Exhibits and their incorporations. To the extent that any of the terms of this Agreement, and the DOJ Grant Award Documents conflict, the DOJ Grant Award Documents shall control. County's funding obligations pursuant to this Agreement shall be contingent upon the receipt by the County of the funds pursuant to the DOJ Grant Award Documents.

C. Administration of Agreement. This Agreement will be coordinated and administered on behalf of County by the Office of the Judicial Advisory Council. All reports shall be submitted to and approvals obtained from Mr. Daniel Coughlin, Executive Director of the Judicial Advisory Council, 69 West Washington Street, Suite 2610, Chicago, Illinois 60602.

2. GENERAL CONDITIONS

A. Use of Funds. Grantee shall use the funds received pursuant to this Agreement solely for Crime Prevention programs as authorized under the JAG Program. The grant of funding the Grantee shall not be considered a commitment for any future funding. All funds granted under this Agreement shall be obligated by the Grantee by September 30, 2010 (FFY2007). Expenditure of funds shall require that funds actually be disbursed.

B. Budget. Grantee shall submit for County review and approval a Program Budget for its Funded Program using FFY 2007 funds provided to Grantee pursuant to this Agreement.

Such budget may be amended from time to time if agreed to in writing by the parties to this Agreement. County shall have no liability for any expenses, incidental or otherwise, not set forth in this budget. Payments to Grantee shall be in accordance with the cash flow plan as approved by County, and may be made contingent upon the County's advance receipt of reports required or requested under this Agreement. Payments for Programs identified in the Program Budget may be made contingent upon the County's advance receipt of reports required or requested under this Agreement.

C. Reports. Grantee shall submit regular financial expenditure and progress reports promptly and on a schedule which shall be determined by the County. The schedule for prompt submissions of these reports shall be: 1/8/2010, 4/9/2010 and 10/8/2010. Detailed information shall be included in such reports as requested by the County which may require that the reports be submitted in both a paper and electronic format. The frequency and dates for such reports may be changed by County upon notice to the Grantee. Financial reports shall include information regarding the encumbrance and expenditure of funds approved in the Program Budget. Progress reports shall include information regarding the status of all programs identified in the Program Budget including, the status of any necessary contracts or County Board approval procedures or the other County purchasing procedures necessary to pay for, carry-out or authorize the funded programs. Upon request, the Grantee also shall provide the County with data and reports concerning any program identified in the Program Budget. Such data and reports shall be in a form and at such frequency as determined by the County.

D. Failure to Submit Required Reports. In the event that the Grantee fails to submit any of the information required in paragraph "C," above, or, in the event that any of the information submitted to the County by the Grantee indicated that funds awarded to the Grantee pursuant to this Agreement are not being expended in an appropriate or timely manner, the County is authorized to notify the Grantee in writing that the County may withdraw some or all of the funds awarded to the Grantee pursuant to this Agreement. The Notification for the County shall specify the failures or defects identified by the County and the funds and programs potentially affected thereby. The Grantee shall have 21 days after receiving notification from the County of the possible withdrawal of funds to submit a written plan to cure any failures or defects identified by the County in its notification letter. Failure on the part of the Grantee to submit a written plan which addresses all stated deficiencies stipulated by the County within the 21-day period may result in the withdrawal by the County of some or all of the funds that are the subject of the County's notification letter.

E. Audits. County reserves the right to conduct an audit of Grantee's books and records. Additionally, Grantee may be subject to audits pursuant to the DOJ documents, or applicable law. Grantee shall keep books and records of all expenditures of funds provided under this Agreement in accordance with generally acceptable accounting principles and sufficient to permit an audit in conformance with OMB Circular A-133, hereby incorporated into this Agreement and attached as Exhibit B. Grantee shall promptly cooperate with County's request for audit. Grantee shall immediately refund to the County any amounts paid to Grantee under this Agreement which County or any other entity entitled to Audit Grantee determines have not been utilized in accordance with terms of this Agreement. Where County determines in its sole discretion that the Grantee

is not on compliance with the terms of this Agreement, The County may take any actions deemed appropriate to protect the County's interests, including termination of this Agreement.

F. **Fiduciary Duty.** Grantee, its officers, employees, volunteers, or agents, including subcontractors, shall have a fiduciary duty to the County to operate in good faith, trust, confidence, and candor and to exercise a high standard of care in conducting the Funded Program and in managing the DOJ grant funds received from the County.

G. **Assumption of Liability.** The Grantee agrees to assume liability for failure of Grantee, its officers, employees, volunteers, independent contractors or subcontractors or other to perform satisfactorily under the terms of this Agreement up to the value of the DOJ grant funds.

H. **Insurance.** Grantee agrees that it will maintain during the term of this Agreement policies of insurance adequate to protect against liability arising from all services and activities to be performed under this Agreement and shall submit certificates of insurance of its coverage to County prior to submitting its first request for distribution of funds. Upon request by County, Grantee shall require any subcontractor who provides services relating in any way to this Agreement to maintain insurance or secure bonding adequate to protect against all liabilities arising from these activities and shall furnish the County with these certificates of insurance or bonding. Where such request is made, the bond of each person shall be in an amount equal to the funding provided for by this Agreement, from a surety acceptable to the County.

3. COMPLIANCE WITH LAWS AND TERMS OF UNDERLYING GRANT

A. **General.** The Grantee, its officers, employees, and agents shall at all times, in the performance of the obligations and Funded Program provided for under this Agreement, comply with all applicable laws, ordinances, rules and regulations and executive orders of the federal, state, County and other local government now existing or later in effect, that may in any manner affect the performance of Grantee's obligations under this Agreement.

B. **Compliance with Requirements of the JAG Program.** Grantee hereby acknowledges and agrees to be bound by the obligations set forth in the DOJ Grant Award Documents.

4. DISCLAIMER OF RELATIONSHIP

County and Grantee are independent contractors for purposes of this Agreement. Nothing contained in this Agreement nor any act of the County is intended to or shall be construed by any person or entity to create any third party beneficiary nor to create any relationship of partners, joint ventures or any other relationship between Grantee and County other than that of independent contractors.

5. LIMITATION OF LIABILITY

No official, employee or agent of County is individually or personally liable to the Grantee, its successors or assigns, in the event of default or breach by the County under this Agreement.

6. NOTICES

All notices required to be given under this Agreement shall be given to the primary contact persons listed in this Section. County and Grantee will notify each other, not later than 30 days after a change in the primary contact persons, as to the name, address, telephone number, fax number of the respective primary contacts for purposes of this Agreement. As of the date this Agreement is signed, the primary contact persons shall be:

For County: Daniel J. Coughlin, Executive Director
Judicial Advisory Council of Cook County
Suite 2610
69 West Washington Street
Chicago, Illinois 60602
312/603-1133
312/603-9974 (Fax)

For Grantee: Mayor Elizabeth Tisdahl
City of Evanston
2100 Ridge Road
Evanston, Illinois 60202
847.328- 2100

Ron Morelli
Evanston Police Department
1454 Elmwood
Evanston, Illinois 60202
847.866.5012
Fax: 847.866.9686

7. MODIFICATIONS

This Agreement may be altered, modified, or amended only by written instrument signed by County and by Grantee.

8. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the provision will be deemed severed from this Agreement to the

extent of its invalidity or unenforceability. The parties do not intend the remainder of this Agreement to be affected by any such holding, each of the provisions of this Agreement being severable in any instance.

9. GOVERNING LAW

This Agreement shall be governed and construed in accordance with Illinois law.

10. TERM OF THE AGREEMENT

A. Term. This Agreement takes effect upon execution by the County, provided the Grantee has executed the Agreement prior thereto, and shall continue until the completion of the Funded Program, unless terminated sooner in accordance with this Agreement. The Grantee will obligate and expend funds provided for by this Agreement in accordance with the terms and restrictions set forth herein and shall satisfy all its obligations to the County set forth herein, as required both prior to and following the County's completion of funding. All obligated funds must be expended by September 30, 2010.

B. Funding Obligation. The County shall have no obligation for funding any expenses which have not been obligated on or before September 30, 2010 or the date established by the DOJ and agreed to in writing by the parties, whichever is later.

11. TERMINATION

The commitments made under this Agreement are conditioned upon satisfactory performance. Each party shall have the right to terminate the Agreement immediately upon written notice to the other if the other party fails or refuses to honor any of its commitments under this Cooperation and Grant Agreement or under the terms for reporting and performance, as incorporated into this Agreement and attached as "Exhibit C1." In addition, this Cooperation and Grant Agreement may be terminated by the County by giving 90 days prior written notice to the Grantee. In the event of any termination, the Grantee shall, within seven (7) days, refund to the County all funds provided to Grantee by County which have not been expended and shall refrain from expending any funds which have been obligated until approval has been obtained for the expenditure by the County. In the event the County refuses to approve an expenditure, Grantee shall refund the funds to the County within seven (7) days.

12. ASSIGNMENT

Neither the County nor the Grantee shall be permitted to assign this Agreement without the prior written consent of the other party.

13. GRANTEE FUNDED PROGRAM DESCRIPTION AND BUDGET

Upon written approval of the Grantee's Funded Program description and Budget by County, Grantee's Funded Program description and Budget shall be incorporated to this Agreement as the scope of services to be performed by Grantee under the terms of this Agreement as if the same had been fully set forth herein. County shall maintain a copy of same as a part of this Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

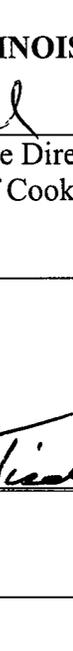
COUNTY OF COOK, ILLINOIS:

By: 
Daniel J. Coughlin, Executive Director
Judicial Advisory Council of Cook County

Date: 2/4/2010

GRANTEE:

Name of Grantee

By: 
Authorized Signatory

Elizabeth Tisdahl
Print Name

Mayor, City of Evanston, IL
Title

January 26, 2010
Date

Attest.
By: 
Signature

Rodney Greene
Print Name

City Clerk, City of Evanston, IL
Title

APPROVED AS TO FORM:


Assistant State's Attorney