

**GRANT AGREEMENT
BETWEEN THE CITY OF NAPERVILLE AND
MUTHUSAMI PARAVEL FOUNDATION
REGARDING TORNADO RECOVERY ASSISTANCE**

THIS AGREEMENT is entered this 11 day of May, 2023 by and between the City of Naperville (hereinafter, the “City”), an Illinois municipal corporation, located at 400 S. Eagle Street, Naperville, Illinois, and Muthusami Paravel Foundation (hereinafter, “MPF”), an Illinois non-profit, charitable organization, located at 3644 White Eagle Drive, Naperville, Illinois.

RECITALS

- A. **WHEREAS**, the City, DuPage and Will Counties, of the State of Illinois is an Illinois municipal corporation and home rule unit of government under the laws and Constitution of the State of Illinois; and
- B. **WHEREAS**, on June 20, 2021, an EF-3 tornado touched down in Naperville. As a result, many local residences sustained significant damage or were deemed uninhabitable; and
- C. **WHEREAS**, area residents most severely impacted by the tornado partnered with a local nonprofit, MPF, to create the Naperville Tornado Relief Fund (NTRF). The goal of NTRF was to raise \$1.5 million to fill financial gaps in homeowners’ insurance and provide funding for environmental yard clean up, landscape remediation, and landscape replacement; and
- D. **WHEREAS**, in January 2023, NTRF was awarded a \$1 million grant from the State of Illinois; and
- E. **WHEREAS**, on February 21, 2023, under public forum at the Naperville City Council meeting, an impacted resident representing NTRF discussed the State of Illinois grant, how its funding will be distributed, and requested \$500,000 in additional assistance from the City to meet the fundraising goal; and
- F. **WHEREAS**, on April 5, 2023, the Naperville City Council considered the request from NTRF and voted to direct staff to prepare a resolution and agreement authorizing a grant of \$500,000 to MPF for the NTRF; and
- G. **WHEREAS**, the City’s intends to provide a one-time grant of up to \$500,000 to MPF to be used to assist residential customers severely impacted by the June 20, 2021 tornado in Naperville with environmental yard clean up, landscape remediation, and landscape replacement; and
- H. **WHEREAS**, the City has the authority, pursuant to the laws of the State of Illinois and its home rule authority, to use its credit, revenues, and other resources to pay costs and service debt related to activities which involve a public purpose; and

- I. **WHEREAS**, the City is entering into this Agreement pursuant to its authority as a home rule unit.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the City, in exercise of its home-rule authority, and MPF agree as follows:

ARTICLE 1 AGREEMENT

1. **Recitals Incorporated.** The foregoing recitals are incorporated herein as though fully set forth.
2. **City Responsibilities.**
 - a. The City shall provide MPF up to five hundred thousand dollars (\$500,000.00) in grant funding for Tornado Recovery Assistance (“TRA”). MPF shall only use said grant funding to distribute, in appropriate and reasonable increments, to City residential property owners who own a residential property located within the jurisdictional limits of the City and whose property is located within the designated boundary established by MPF where Naperville homes were most severely damaged by the June 20, 2021 tornado for the exclusive purpose of paying for invoiced costs solely related to environmental yard clean up, landscape remediation, and landscape replacement.
 - b. The City shall distribute said grant funding to MPF in increments of one hundred and twenty-five thousand dollars (\$125,000.00).
 - i. The City shall only issue the initial increment to MPF upon MPF’s exhaustion of all State of Illinois grant funding related to TRA (expected to be one million dollars (\$1,000,000.00)).
 - ii. Upon MPF’s written request to the City, which shall include proof that it has exhausted all the State of Illinois’ grant funding related to TRA, the City shall distribute its initial TRA grant funding increment of one hundred and twenty-five thousand dollars (\$125,000.00) to MPF.
 - iii. Upon MPF written request to the City, which shall include proof that it has exhausted all previously issued all City TRA grant funding increments in accordance with this Agreement, the City shall distribute additional TRA grant funding increments of one hundred and twenty-five thousand dollars (\$125,000.00) to MPF, until such time that the designated and impacted residents needs have been satisfied or until such time that the City has contributed five hundred thousand dollars (\$500,000.00), whichever occurs

first. MPF shall promptly return to the City any undistributed TRA grant funding provided by the City at the City's request or at the conclusion of the TRA program.

3. MPF Responsibilities.

- a. MPF shall administer a local TRA program in a manner consistent with the program that the MPF's representative has described to the Naperville City Council, in a manner consistent with the manner MPF administers the tornado recovery grant it received from the State of Illinois, and in a manner that is satisfactory to the City and consistent with any standards required as a condition of approving these funds and terms and conditions as set forth in this Agreement.
- b. MPF shall provide City residential property owners desiring TRA with a detailed application that shall require applicants to supply mandatory documentation sufficient to justify the distribution of TRA grant funds. MPF shall develop a team to review and process applications to ensure they meet the TRA program requirements and to appropriately safeguard against misrepresentations and fraud.
- c. MPF shall ensure that any approved applicant is a City residential property owner who owns a residential property located within the jurisdictional limits of the City and whose property is located within the designated boundary established by MPF where Naperville homes were most severely damaged by the June 20, 2021 tornado. Residential property tax bills, City utility bills, and affidavits are appropriate documents that MPF may rely on to determine whether an applicant meets the qualifications under this subsection.
- d. MPF shall only provide funding from City TRA grant funding to pay for invoiced costs solely related to environmental yard clean up, landscape remediation, and landscape replacement. Any expenditures other than those outlined in this Agreement will not be reimbursed by the City.
- e. MPF expressly agrees and understands that no entity shall receive compensation from the City's TRA grant funds for the administration of the TRA program and that all City TRA grant funds shall be exclusively used cover direct, invoiced costs solely related to environmental yard clean up, landscape remediation, and landscape replacement.
- f. MPF shall prepare a monthly report detailing the approval of applications and distribution of any City grant funds from the TRA grant program. The monthly report shall be submitted to the City's City Manager on the 15th of every month following MPF's receipt of City grant funds. A final report shall be submitted within

30 (thirty) days of the end of the program year, which is December 31, or the exhaustion of the City's TRA grant funds, whichever occurs first.

- g. MPF shall maintain detailed records pertaining to the administration of the TRA program and the distribution of City grant funding. Said records shall be subject to and available for inspection and audit by the City's Finance Department during regular business hours upon five (5) days' written notice.
 - h. In the event MPF changes the TRA program without the prior written consent of the City, the City may terminate this Agreement and seek reimbursement of any funds expended.
4. **MPF's Authority.** MPF warrants that it is the real party in interest to this Agreement, that it is not acting for or on behalf of an undisclosed party, and that it possesses the legal authority to execute this Agreement. Any person binding MPF shall, when required, state or provide written evidence of the legal authority for his or her agency. MPF acknowledges that it has read, understood, and agreed to all provisions of this Agreement.
5. **Term of Agreement.** This Agreement shall become effective on the date of execution, and end on December 31, 2025. This Agreement may be extended upon mutual written agreement of both parties.

ARTICLE 2 COMPLIANCE REQUIREMENTS AND CERTIFICATIONS/ ASSURANCES

- 1. **Acknowledgement/Recognition.** MPF may acknowledge the City's participation if, when, and how MPF deems appropriate. If the acknowledgement appears in written materials, the following language is recommended: "This program is supported by the City of Naperville."
- 2. **Non-Discrimination.** MPF agrees that no person shall on the grounds of race, color, religion, national origin, sex, disability, sexual orientation, or age, while otherwise qualified, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any project or activity including employment supported in whole or in part by funds provided under this Agreement.

ARTICLE 3 INDEMNIFICATION

- 1. **Hold Harmless, Defense and Indemnification.** MPF agrees to indemnify, defend, and hold harmless the City and its officials, employees, and agents from and against

any claim, lawsuit, loss, cost, or damage, of any kind, (including attorneys' fees), arising in any way from this Agreement or the City's support or funding of MPF's TRA program, including, but not limited to any breach on behalf of MPF and/or its negligence or willful misconduct.

ARTICLE 4 PROJECT TERMINATION

1. **Termination.** The City, in its sole and absolute discretion, may terminate this Agreement at any time upon written notice to MPF.
2. **Discontinuation of Work/Outstanding Obligations.** In the event of termination by the City, MPF shall halt all work under this Agreement and cancel all outstanding obligations if so directed by the City and the City shall pay for its share based on the percentage of eligible program costs incurred up to the date of termination, provided, however, that if termination is for material breach, the City shall provide no such payment. For the purposes of this paragraph, a material breach may occur when any of the terms and conditions herein are violated by MPF.
3. **Terms for Termination.** Failure by MPF to comply with any of the above cited Agreement terms shall be cause for the suspension or termination of all assistance obligations thereunder, unless, in the judgment of the City, such failure was not due to the fault, responsibility or control of MPF.
4. **Terms for Cure.** The parties agree that in the event of a breach of this Agreement by MPF and notification from the City, MPF shall have thirty (30) days to cure or correct the breach. If the breach is not cured or corrected, the City shall thereafter have full right and authority to terminate this Agreement, to take such actions as deemed necessary to enforce the provisions of this Agreement, to prevent the continued breach or violation thereof by MPF, to seek any other remedy that may be available by law. The City reserves the right to demand return of any funds awarded under this Agreement. If the City prevails in any litigation, MPF shall be required to pay the City's costs, including but not limited to reasonable attorneys' fees.

ARTICLE 5 NOTICES

1. All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery, if delivered personally, or on the fifth (5th) day after mailing if sent by registered or certified mail, return receipt requested, first-class postage prepaid, as set forth below. Emailed communications are a convenience to the parties, and not a substitute for personal or mailed delivery, unless personal or mailed service is waived in writing.

a. If the City, to:

City of Naperville
Douglas Krieger
City Manager
400 S. Eagle Street
Naperville, Illinois 60540

and a copy to:

City of Naperville
Michael DiSanto
City Attorney
400 S. Eagle Street
Naperville, IL 60540

b. If MPF, at the above-listed address.

ARTICLE 6 MISCELLANEOUS

1. **Applicable Law.** The laws of Illinois, including its conflicts of law provisions, shall apply to interpretation and enforcement of this Agreement. The venue shall be the Eighteenth Judicial Circuit, DuPage County, Illinois.
2. **Severability.** In the event any provision(s) of this Agreement are found by a court of competent jurisdiction to be in violation of applicable law, provision(s) unaffected thereby shall remain in effect.
3. **Entire Agreement.** This document represents the entire Agreement between the City and MPF. Any and all prior agreements, undertakings written and oral, are hereby superseded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

CITY OF NAPERVILLE

MUTHUSAMI PARAVEL FOUNDATION

By: Douglas Krieger
City Manager



By: Selvei Rajkumar
Agent