

AGREEMENT BETWEEN THE CITY OF NAPERVILLE AND LOAVES & FISHES COMMUNITY SERVICES REGARDING A DISASTER RELIEF PROGRAM

THIS AGREEMENT is entered this _____ day of _____, 2024 by and between the City of Naperville (hereinafter, the “City”), an Illinois municipal corporation, located at 400 S. Eagle Street, Naperville, Illinois, and Loaves & Fishes Community Services (hereinafter, “Loaves & Fishes”), an Illinois non-profit, charitable organization, located at 1871 High Grove Lane, 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**, Loaves & Fishes Community Services (“Loaves & Fishes”) is an Illinois not-for-profit corporation that currently operates an emergency assistance program, is a Community Development Block Grant sub-recipient, and a social services grantee of the City; and
- C. **WHEREAS**, on June 21, 2021, a tornado occurred in Naperville necessitating a disaster relief response by the Red Cross. Since that time, staff has identified the need for improved planning, collaboration and response with residents, community organizations and non-profits to assist in the response to future local disasters; and
- D. **WHEREAS**, the City and Loaves & Fishes seek to collaborate and enter into this Agreement to establish a disaster relief program for the funding and disbursement of funds to eligible Naperville residents impacted by a disaster and in immediate need of financial assistance; and
- E. **WHEREAS**, Section 10 of Article 7 of the 1970 Constitution of the State of Illinois authorizes units of local government to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and
- F. **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 Loaves & Fishes agree as follows:

ARTICLE 1 AGREEMENT

1. **Recitals Incorporated.** The foregoing recitals are incorporated herein as though

fully set forth.

2. **Loaves & Fishes' Authority.** Loaves & Fishes 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 Loaves & Fishes shall, when required, state or provide written evidence of the legal authority for his or her agency. Loaves & Fishes acknowledges that it has read, understood and agreed to all provisions of this Agreement.
3. **Disaster.** For purposes of this Agreement, a disaster which activates the disaster relief program shall be determined by the Advisory Committee and is generally defined as an occurrence of a natural catastrophe or human-caused catastrophic event within the City of Naperville that results in the financial need for food, shelter and other basic needs.
4. **Loaves & Fishes Role and Responsibilities.**
 - a. Loaves & Fishes shall facilitate, manage and administer the disaster relief program and exclusively receive, deposit, manage, administer and provide acknowledgment for all donations made in support of the program.
 - b. Loaves & Fishes expressly reserves the right to refuse any donation offered in support of the program.
 - c. Loaves & Fishes shall work directly with donors, applicants and, as necessary, the City to establish parameters for the donations that support the program and the allocation of said donations.
 - d. Loaves & Fishes shall review applications by City residents for eligibility to receive disaster relief assistance.
 - e. In the event funds received by Loaves & Fishes for the disaster relief program exceed applied for need at the end of the program, the additional funds would be used by Loaves & Fishes in accordance with their mission "To provide healthy food and impactful programs to promote self-sufficiency."

5. **City's Role & Responsibilities**

- a. The City shall appoint a representative to serve as the primary point of contact between it and Loaves & Fishes regarding the program and any activities pertaining to it. Said representative shall be the liaison between Loaves & Fishes and the public as well as the City Council.

- b. While no City employee will actively engage in the direct solicitation of donations for the program, the City shall assist Loaves & Fishes by providing pertinent information to the public regarding the disaster relief program and its establishment by way of this Agreement between the City and Loaves & Fishes.
- c. The City shall take reasonable measures to maintain and protect the confidentiality of donors to the program to the fullest extent permitted under Illinois law.

6. Advisory Committee Role and Responsibilities.

- a. The parties shall create an Advisory Committee for the program, consisting of representatives of the City, as designated by its City Manager, and representatives of Loaves & Fishes, as designated by its CEO. The Advisory Committee will be composed of an equal number of representatives from the City and Loaves and Fishes, and it will act based on majority rule.
- b. The Advisory Committee shall be responsible for determining whether an occurrence activates the disaster relief program as set forth herein, and the time period the disaster relief fund will be available for the specific occurrence.
- c. The Advisory Committee will operate with the understanding that the scope of the disaster relief fund provided by Loaves & Fishes is limited to food, shelter and other basic needs.
- d. The Advisory Committee will provide Loaves & Fishes with parameters such as income guidelines, amounts of assistance per household, length of time assistance can be provided per household, length of financial assistance program and any other guidelines deemed necessary based on criteria such as funds raised.
- e. The Advisory Committee will assist Loaves & Fishes in directing residents to other government and city services such as department of insurance complaints, building permits, and other city services that would help remediate damage caused by the disaster.
- f. The Advisory Committee shall work with city staff to provide information to the community regarding the limitations and type of financial assistance being provided by Loaves & Fishes.
- g. The Advisory Committee shall meet on an as needed basis.

7. **Compensation.** It is expressly agreed and understood that the total amount to be paid on a reimbursement basis under this Agreement shall be 10% (ten percent) of the total amount of disbursed funds pursuant to the disaster relief program.

8. **Term of Agreement.** This Agreement shall become effective on the date of execution and shall remain in effect until terminated by either party or by agreement. Either party may terminate this Agreement upon written notice for any reason.

ARTICLE 2
APPLICATION, ELIGIBILITY, USE OF FUNDS, PAYMENTS AND REPORTING REQUIREMENTS

1. **Application.** Loaves & Fishes shall provide a detailed application and require applicants to supply mandatory documents verifying the applicants need for financial assistance. Applications shall be reviewed by Loaves & Fishes' CARES team that discerns all requests for emergency financial assistance and which are approved by the CARES Program staff. This team is comprised of specially trained CARES volunteers who are managed by the CARES Program staff. Application shall be reviewed within seven (7) days of submission of all required documents.
2. **Eligibility.** Loaves & Fishes shall ensure that all applicants meet the following eligibility criteria:
 - a) Applicant is a City of Naperville resident within the disaster recovery area at the time of the disaster; and
 - b) Applicant has completed the Loaves & Fishes application and documentation process; and
 - c) Applicant is requesting financial assistance for costs associated with food, shelter and other basic needs.
3. **Limitations on the Use of Funds.** All expenditures shall be made for the purpose of assisting with the cost of basic needs and no other costs.
4. **Payments.** Loaves & Fishes shall receive and retain all donations made during the activation period of the disaster relief program. Funds available shall be disbursed to qualifying Naperville residents and will be disbursed first to applicants who have completed the Loaves & Fishes application and documentation process.
5. **Reporting.** Loaves & Fishes shall prepare a report detailing the dollar amount of donations and funds disbursed from the disaster relief program. The report shall be submitted to the City's City Manager on the 15th of every month following the activation of the disaster relief program in the event of a disaster, until such time as available funds have been depleted and/or no applications for assistance are received, whichever occurs first.

ARTICLE 3
COMPLIANCE REQUIREMENTS AND CERTIFICATIONS/ ASSURANCES

1. **Acknowledgement/Recognition.** Loaves & Fishes agrees that acknowledgement will be given to the City on all public notices, publicity, printed projects, etc. The

following language shall be used in such notices: "This program is supported by the City of Naperville."

2. **Non-Discrimination.** Loaves & Fishes 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 4 INSURANCE AND INDEMNIFICATION

1. **Hold Harmless, Defense and Indemnification.** Loaves & Fishes and the City agree to indemnify, defend and hold harmless the other party from and against any loss, cost or damage of any kind (including reasonable attorneys' fees) to the extent arising out of its breach of this Agreement, and/or its negligence or willful misconduct.

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. Faxed communications are a convenience to the parties, and not a substitute for personal or mailed delivery.

- a. If the City, to:

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

- b. And Loaves & Fishes 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 Loaves & Fishes. 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

LOAVES & FISHES COMMUNITY SERVICE

By: Douglas Krieger
City Manager

Name: Mike Havala
Title: President and CEO