

**A RESOLUTION APPROVING A \$25,000 GRANT AGREEMENT
BETWEEN THE CITY OF ROLLING MEADOWS AND THE SALVATION ARMY
FOR COVID-19 RELIEF TO ROLLING MEADOWS RESIDENTS**

WHEREAS, since early March 2020, the entire United States has faced a pandemic due to the Coronavirus Disease 2019 (COVID-19), a novel acute respiratory illness that has caused extraordinary sickness and loss of life and spreads rapidly and continues to be without an effective treatment or vaccine; and

WHEREAS, on March 9, 2020, the Governor of the State of Illinois issued a Gubernatorial Disaster Proclamation declaring a state of emergency throughout the State of Illinois as a result of the COVID-19 pandemic, which disaster proclamation has been extended and continues; and

WHEREAS, on March 16, 2020, the Mayor of the City of Rolling Meadows issued a Proclamation declaring the existence of a state of emergency throughout the City of Rolling Meadows as a result of the COVID-19 pandemic; and

WHEREAS, many residents of the City of Rolling Meadows have been directly impacted by the economic uncertainty resulting from the COVID-19 pandemic and have suffered and continue to suffer from unemployment, underemployment and loss of income due to the COVID-19 public health emergency; and

WHEREAS, it is the desire of the City Council to provide emergency financial assistance for Rolling Meadows residents facing financial hardship due to the effects of COVID-19 by providing a grant to the Salvation Army to support a rental and utility assistance program for Rolling Meadows residents.

NOW THEREFORE, be it resolved by the City Council of the City of Rolling Meadows, Illinois, as follows:

Section 1. The facts and statements contained in the preamble clauses to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2. It is hereby determined that it is advisable, necessary, and in the public interest that the City enter into a grant agreement with the Salvation Army, in the total amount not to exceed Twenty-Five Thousand (\$25,000.00) Dollars.

Section 3. The City Council hereby approves the Grant Agreement between the City of Rolling Meadows and the Salvation Army and authorizes the Mayor to execute and the Clerk to attest to the Agreement with the Salvation Army, in substantially the same form as attached hereto as Exhibit A, subject to City Attorney and City Manager final approval.

Section 4. That Twenty-Five Thousand (\$25,000.00) Dollars will be allocated from General Fund reserves to fund the grant set forth in the Agreement.

Section 5. This Resolution shall take effect upon its passage and approval in accordance with law.

PASSED this 22nd day of September 2020, pursuant to a roll call vote as follows:

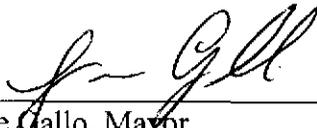
AYES: O'Brien, Vinezeano, Bisesi, Sanoica, Budmats

NAYS: D'Astice, Cannon

ABSENT: 0

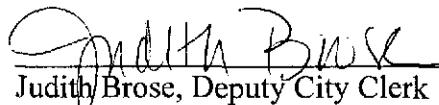
ABSTAIN: 0

APPROVED this 22nd day of September, 2020.



Joe Gallo, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

EXHIBIT A

**GRANT AGREEMENT
BETWEEN THE CITY OF ROLLING MEADOWS
AND
THE SALVATION ARMY**

This Agreement is made and entered into by and between the City of Rolling Meadows, 3600 Kirchoff Road, Rolling Meadows, Illinois 60008, hereinafter referred to as the "CITY", and the Salvation Army Metropolitan Division Service Extension, _____ hereinafter referred to as "SALVATION ARMY".

Terms of Agreement

The CITY and SALVATION ARMY hereby agree as follows:

1. **Purpose** – The purpose of this grant is to provide COVID-19 relief assistance to residents of the CITY in order to provide for housing and utility assistance for individuals and families of the CITY impacted by COVID-19. Under this grant, the CITY hereby agrees to compensate SALVATION ARMY in the amount of Twenty-Five Thousand (\$25,000.00) Dollars ("Grant Funds"), to be expended by the SALVATION ARMY in support Rolling Meadows residents pursuant to the SALVATION ARMY'S COVID-19 Relief Funds program.
2. **Term** – The Grant Funds shall be expended through March 31, 2021, or until 60 days after the Governor of the State of Illinois declares that the state of emergency related to the COVID-19 pandemic no longer exists, whichever is later. If the Grant Funds are not expended within the term provided herein, SALVATION ARMY agrees to reimburse the CITY all unexpended Grant Funds within 30 days of the expiration of this Agreement.
3. **Use** – SALVATION ARMY must use Grant Funds in support of its COVID-19 Relief Funds program as set forth in the *Service Extension COVID-19 Relief (City of Rolling Meadows) Services Offered and Spending Guidelines* attached hereto as Exhibit A, and is prohibited from using Grant Funds to support services provided to individuals who reside outside of the CITY.

If the SALVATION ARMY has expended funds received from the CITY in violation of this Agreement, or in violation of any statute, rule or regulation, the SALVATION ARMY shall reimburse the CITY for such funds and shall indemnify and hold the CITY harmless against any claims, demands costs, expenses or fees of any nature whatsoever arising out of or relating to such acts or omissions on the part of the SALVATION ARMY.

4. **Method of Payment** – As soon as practicable after execution of this Agreement, but no later than September 30, 2020, the CITY shall issue to SALVATION ARMY a check for Twenty-Five Thousand (\$25,000.00) Dollars.
5. **Documentation and Audit** – SALVATION ARMY shall maintain all appropriate documentation of actual expenditures related to this Agreement in a manner consistent with all generally accepted audit practices. All documentation shall be made available to the CITY by SALVATION ARMY upon request. The Audit shall insure that all expenditures of grant funds are made on behalf of CITY residents only, which is a condition precedent of this grant.

The CITY may audit records required to be maintained by SALVATION ARMY to verify that grant monies are being spent for permissible uses as specified in this Agreement. SALVATION ARMY agrees to cooperate fully with any audit conducted by the CITY and to provide full access to all relevant materials.

6. **Records and Reports** – SALVATION ARMY shall maintain, for a minimum of five (5) years after the completion of this Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all monies in any way related to this Agreement.

One month prior to the expiration of the Agreement, SALVATION ARMY shall provide the CITY a written report that will show that the monies provided under this Agreement were expended pursuant to its COVID-19 Relief fund and that emergency assistance was provided to individuals and families of the CITY impacted by COVID-19.

7. **Independence of SALVATION ARMY** – Any personnel, including contractors, who may be employed by SALVATION ARMY in connection with this Agreement, shall not be considered for any purpose to be agents or employees of the CITY. Nothing in this Agreement shall be construed to render SALVATION ARMY an agent or employee of the CITY.
8. **Assignment** – This Agreement shall not be assigned without the express written consent of both parties, which shall not be unreasonably denied.
9. **Modification** – No modification of this Agreement may be made unless agreed to in writing by both parties.
10. **Illinois Law** – This Agreement shall be interpreted in accordance with Illinois law. All disputes shall be resolved in the Circuit Court of Cook County.
11. **Non-appropriation of Funds** – This Agreement will cease immediately and without further liability, if in any fiscal year that there are insufficient funds appropriated by the CITY for this Agreement.

12. **Termination** – Each party reserves the right to terminate this Agreement upon thirty (30) days' written notice. If the Grant Funds are not expended upon the termination of this Agreement, SALVATION ARMY agrees to reimburse the CITY all unexpended Grant Funds within 30 days of the termination of this Agreement.

13. **Indemnification** – SALVATION ARMY agrees to hold harmless and indemnify the CITY, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against the CITY, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of SALVATION ARMY, its officers, agents or employees under this Agreement. This agreement to indemnify and hold harmless shall also apply to any fees (including attorney's fees), costs or expenses incurred by the CITY.

14. **Taxes** – SALVATION ARMY assumes full responsibility for the payment of all federal, state and local taxes incurred by SALVATION ARMY as a result of this Agreement.

15. **Authorized Agent** – This Agreement is executed by an authorized representative of SALVATION ARMY in the representative's official capacity only, and the representative shall have no personal liability under this Agreement.

16. **Business Licenses** – SALVATION ARMY represents that it possesses all professional or business licenses required by law, if any, and all qualifications necessary to fully perform its obligations.

17. **Damages** – In no event shall the CITY be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenue, profit or savings under this Agreement.

18. **Contact persons and notices** – Written notices between the CITY and SALVATION ARMY shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

A. If to the CITY:

CITY OF ROLLING MEADOWS
 3600 Kirchoff Road
 Rolling Meadows, Illinois 60008
 Attn: City Manager

B. If to SALVATION ARMY:

 Attn: _____

- C. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this Agreement requires one party to give the other notice, such notice shall be sent only to the addresses described in this paragraph.

19. **Certification** – The Certification Form attached hereto marked as Exhibit “B” shall be executed by SALVATION ARMY and it is agreed among the parties that the assurances contained in Exhibit “A” are each a material representation of fact upon which reliance is placed by the CITY in entering into this Agreement with SALVATION ARMY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CITY OF ROLLING MEADOWS

SALVATION ARMY

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTEST

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Exhibit "A"

SERVICE EXTENSION COVID-19 RELIEF (Rolling Meadows Residents) SERVICES OFFERED AND SPENDING GUIDELINES

Clients must provide the following documentation in order to meet eligibility criteria. If additional supplemental documentation is needed, it is listed under each eligible service. Clients are eligible for COVID-19 Relief Funds even if they have already received assistance through Service Extension or EFSP Phase 36. Upon receipt of COVID-19 Relief Funds, additional financial assistance will not be available through Service Extension the remainder of this fiscal year.

- Client Application
- Client Notes
- Client Privacy Notice & Consent or Client Privacy Notice & Verbal Consent for every adult in the household
- Vendor Release of Information
- ID
- Proof of COVID-19 Impact
- Proof of residency in Rolling Meadows
- Request for payment for each different service provided
 - Note: Vendor information should match that of W-9 unless a different name/address is specified on bill.
- A current W-9 (signed 2020); not required for major utility companies
- Copies of all pages of bills in which assistance is being requested

Housing Assistance

Rent: a maximum of 2 month's rental assistance

- Maximum of \$1,200 per month.
- Months eligible to be paid are August 2020, September 2020, October 2020, November 2020, December 2020, January 2021, February 2021, March 2021 (and possible extension if state of emergency continues).
- Note: If eligible for EFSP (Cook County resident with income), the client can apply for an additional one month's rent when the next funding phase begins.

Additional documentation required: copy of lease and billing statement or written confirmation from vendor reflecting amounts and month's owed.

Mortgage: up to 2 month's assistance, principal and interest only

- Maximum of \$1200 per month.
- Months eligible to be paid are August 2020, September 2020, October 2020, November 2020, December 2020, January 2021, February 2021, March 2021 (and possible extension if state of emergency continues).
- Client must submit check or money order for remaining portion of mortgage so that one payment can be mailed. If the lender's policies permit, client can pay their portion directly to the vendor who will hold it until the approved portion is submitted.
- Note: If eligible for EFSP (Cook County resident with income), the client can apply for an additional one month's principal and interest when the next funding phase begins.

Additional documentation required: copies of mortgage statements for requested months and money order or confirmation that remaining portion of mortgage has been paid.

Utility Assistance

Electric, gas, sewer, trash and/or water: up to 3 month's costs

- Maximum assistance of \$600 per household.
- Payment can be made for multiple utility services not to exceed maximum amount.
- Contact will be made to utility company to explore budget repayment plan amounts and/or waiver of late fees.
- Note: If eligible for EFSP (Cook County resident with income), the client can apply for an additional one month's utility assistance when the next funding phase begins.

Additional documentation required: copies of all pages of utility bills in which assistance is requested.

Exhibit "B"

CERTIFICATION FORM

The assurances hereinafter made by SALVATION ARMY (the "Contractor") are each a material representation of fact upon which reliance is placed by the CITY OF ROLLING MEADOWS (the "City") in entering into the agreement with the Contractor. The City may terminate the agreement if it is later determined that the Contractor rendered a false or erroneous assurance.

I, _____, hereby certify that I am the _____,
(Name of Person Certifying) (Office of Person Certifying)
of SALVATION ARMY, and as such hereby represent and warrant to the CITY, a unit of local government, that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (C) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

In addition, the Contractor hereby represents and warrants to the City, that:

- (A) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

- (2) Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
 - (3) Making it a requirement to give a copy of the statement required by Subsection (A) (1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
 - (4) Notifying the City within ten (10) days after receiving notice under paragraph (A) (1) c from an employee or otherwise receiving actual notice of such conviction;
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (B) the Contractor has and will comply with the Equal Employment Opportunity Clause required by the Illinois Human Rights Act, and that the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- (C) no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in Contractor; or, if Contractor's stock is traded on a nationally recognized securities market, that no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of Contractor, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of such, Contractor has disclosed to the City in writing the name(s) of the holder of such interest;

- (D) no officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from Contractor;
- (E) Contractor has not given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer;
- (F) neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that the Contractor is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person; and
- (G) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the City; and therefore, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the City, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the City; and furthermore, the Contractor shall review its records and promptly produce to the City any additional records in the Contractor's possession which the City requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Contractor shall produce to the City such records within three (3) business days of a request for such records from the City at no additional cost to the City.

If any certification made by the Contractor or term or condition in the agreement changes, the Contractor shall notify City in writing within seven (7) days.

Dated: _____, 2020

SALVATION ARMY

By _____
(Authorized Agent of Contractor)

Title: _____