

**AGREEMENT
BETWEEN
GIFTS IN THE MOMENT FOUNDATION
AND
THE CITY OF PEORIA, ILLINOIS
Council Item #14-294 and 14-XXX**

This Agreement made this _____ day of _____, 2014, by and between Gifts in the Moment Foundation (hereinafter "GITM"), an Illinois not-for-profit corporation, PO Box 3663, Peoria, Illinois, and the City of Peoria (hereinafter "City"), a municipal corporation organized under the laws of the state of Illinois, with its primary corporation located at 419 Fulton Street, Peoria, Illinois.

WITNESSETH:

WHEREAS, on July 8, 2014 the City Council (Item # 14-294) adopted Ordinance No. 17,121 which allocated \$80,000 to the BOSCH SUPERMARKET PARK (hereinafter "Project") for the purpose of providing a van that will be used to pick up and deliver produce to various locations in Peoria, and to support the Project's marketing, education, and outreach efforts in order to provide opportunities for residents of Peoria's South Side neighborhoods access to fresh produce; and

WHEREAS, this pilot Project is aligned with the mission of GITM to provide alternative food sources to residents of the South Side and to promote healthy living, growing and cooking.

NOW, THEREFORE, in consideration of the mutual covenants and promises:

1. The City shall provide up to \$80,000 in funding from the following revenue sources: \$40,000 from General Fund Reserves and \$40,000 from Capital Fund Reserves. See See Exhibit A – City of Peoria SuperMarket Park and Mobile Food Van Initiative for the Project's budget and requested City funds.
2. Out of the \$80,000 in funding, the City shall purchase a Ford Transit Cargo T-150 van with refrigeration unit (hereinafter "Van") for the above-stated purpose and transfer ownership of the Van to GITM at no cost. GITM is responsible for the 1) license 2) title 3) auto insurance and 4) maintenance of the Van. The Van may remain in the possession of GITM as long as the Van is used for furthering GITM's Project of providing opportunities for residents of the South Side to access fresh produce. If GITM should cease in this Project or the Van is no longer utilized for this purpose, the possession and ownership to the Van shall be immediately relinquished to the City upon its request. GITM may relinquish the possession and ownership of the Van to the City at any time.
3. Upon request by the City, GITM will provide documents demonstrating continued use of Van in proper conditions including but not limited to auto insurance, maintenance records, accident records, or any other records requested by the City.

4. The balance of the remaining funds after the purchase of the Van, shall be used for other eligible expenses for the Project and service of fresh produce to residents of the South Side as approved by the City Council (Item # 14-294 and 14-XXX). Payment will be allowed for eligible expenses encumbered prior to the execution of this Agreement as approved by the City. Proper documentation must be submitted for any reimbursement or payment of eligible expenses.
5. Ineligible expenses include personnel costs, gas and maintenance for the Van, and other capital equipment such as but not limited to office furniture, computers or phones.
6. Any use of the City logo in conjunction with the Project must be approved by the City prior to use.
7. GITM, its successors and assignees agree to indemnify and hold harmless the City and its officers and employees against all claims by or on behalf of any person or persons, business, firm, partnership, limited liability company or corporation arising from any work or activity of GITM, its successors and assignees connected to the Project. GITM, its successors and assignees agrees to indemnify and hold harmless the City from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon and not caused by any actions or omissions of the City, for any work of activity of GITM, its successors and assignees connected to the Project.
8. GITM shall be prohibited from offering or giving compensation of fees for services to former officer or City employee who participated personally and substantially in the decision to award City funds for this Project within a period of one year immediately after termination of City employment, whether said termination was voluntary or involuntary, by retirement or otherwise, during the year immediately preceding termination of City employment.
9. GITM agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age or a physical or mental handicap which would not interfere with the efficient performance of the job in question. GITM agrees that it will take affirmative action to comply with the provisions of this division and will require any subcontractor to submit to the City written commitment to comply with this division.
10. This Agreement shall expire on July 31, 2016, or when all funds are expended, whichever comes first.

WHEREFORE, the parties hereto have executed this Agreement as of the day first above written.

Approved by:

Approved by:

The City of Peoria, Illinois

Gifts in the Moment Foundation

By _____
Patrick Urich
Its City Manager

By _____
Its Chairperson

Attest:

City Clerk

Approved as to Content

Legal Department

Approved as to Form

Community Development Department