

RESOLUTION NO. 2025-20

To Fund Emergency Food Services with a Distribution from the Jack Hopkins Social Services Grant Program

PREAMBLE

Whereas, The Jack Hopkins Social Services Grant Program (the “Program”) exists to address social services needs in the City of Bloomington; and

Whereas, In administering the Program, the Bloomington Common Council has prioritized projects that provide food services to low or moderate income residents; and

Whereas, Bloomington Common Council places a high priority on projects providing emergency services such as food; and

Whereas, Although the 2025 Program is closed, Common Council has identified a critical need for emergency food services which it seeks to address by making a special distribution of undistributed Program funds to the Hoosier Hills Food Bank to alleviate food insecurity and hunger in the City of Bloomington.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION 1: Distribution to Hoosier Hills Food Bank.

Common Council now approves and directs the distribution of \$28,526.00 to Hoosier Hills Food Bank of Bloomington, Indiana, which funds shall consist of undistributed 2025 Program funds along with accumulated Program funds from prior Program years.

SECTION 2: Approval of Memorandum of Understanding.

Common Council approves the Memorandum of Understanding attached hereto and identified as “Attachment A”. The Council President is authorized and directed to execute the Memorandum of Understanding and to take such action, including but not limited to revising the Memorandum of Understanding, as she deems necessary to support the distribution of these emergency funds.

SECTION 3: Department of Housing and Neighborhood Development.

The Department of Housing and Neighborhood Development is authorized and directed to carry out the terms of the Memorandum of Understanding in support of the distribution of funds for emergency food services.

SECTION 4: Office of the Controller.

Common Council requests that the Office of the Controller proceed with an additional appropriation in the amount of \$25,000.00 and directs the Office of the Controller to make payment to Hoosier Hills Food Bank in the total amount of \$28,526.00 (\$25,000.00 plus \$3,526.00 in unused 2025 funds) upon request by the Department of Housing and Neighborhood Development.

SECTION 5: Severability.

If any section, sentence or provision of this resolution, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions or applications of this resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared to be severable.

SECTION 6: Effective Date.

This Resolution shall be in full force and effect from and after its passage by the Common Council and signature by the Mayor.

PASSED

Passed by the Common Council of the City of Bloomington, Monroe County, Indiana, upon the 19th day of November, 2025.

SIGNATURE OF BLOOMINGTON COMMON COUNCIL PRESIDENT:

Signed and approved by me upon this 19 day of November, 2025.

X 

Hopi Stosberg
President, Bloomington Common Council

ATTESTATION OF BLOOMINGTON CITY CLERK:

Signed by me upon this _____ day of November, 2025.

X 

Nicole Bolden
Clerk, City of Bloomington

Presented to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this 21 day of November, 2025.

X 

Nicole Bolden
Clerk, City of Bloomington

SIGNATURE AND APPROVAL OF THE MAYOR:

Signed and approved by me upon this 21 day of November, 2025.

SIGNATURE OF THE BLOOMINGTON MAYOR:

X 

Kerry Thomson
Mayor, City of Bloomington

SYNOPSIS

This Resolution sponsored by Councilmember Asare distributes funds from the Jack Hopkins Social Services Grant Program to Hoosier Hills Food Bank of Bloomington, Indiana for emergency food services.

Distributed to: Clerk, Council Attorney, Controller, Legal, and Mayor.

ATTACHMENT A

**2025 EMERGENCY JACK HOPKINS GRANT
MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF BLOOMINGTON AND HOOSIER HILLS FOOD BANK**

Purpose

This Memorandum of Understanding (MOU) was made and entered into as of November ____, 2025 by and between the City of Bloomington (the City) and Hoosier Hills Food Bank (Agency). This Grant is made possible by funds available in the Jack Hopkins Social Services Grant Program and is intended to lessen food insecurity and hunger. The Department of Housing and Neighborhood Development (HAND) of the City of Bloomington will distribute and administer this grant.

Period of Performance

This MOU shall only become effective and binding upon the signatures of all parties and shall cover expenses incurred December 1, 2025 – February 28, 2026.

Deliverables

The City will provide funding to Agency in the total amount of \$28,526.00 for the purposes set forth below.

Use of Funds

This funding shall be used on food purchases to assist Agency and its partner agencies located in the city limits of the City of Bloomington in providing food assistance to residents impacted by food insecurity and hunger.

Funding Requirements

Agency shall provide a written report to HAND no later than May 31, 2026, on how funding was used and the outcomes experienced.

1. Agency agrees to provide a credit line for the City of Bloomington – Common Council in all written materials, if any, about the program and program activities funding pursuant to this MOU.
2. Subrecipients who provide services related to reducing homelessness must 1) participate in a coordinated service delivery system and 2) require residency in Bloomington's Housing and Urban Development (HUD) service area. Compliance with all applicable local, state, and federal regulations and laws is required. Failure to comply with these and other contract requirements will jeopardize continued funding.

Non-Collusion

Agency certifies that it has not, nor has any other member, representative, or agent of Agency, entered into any collusion by agreement or otherwise with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.

ATTACHMENT A

E-Verify

Agency is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Agency shall sign an affidavit, attached as **Exhibit A**, affirming that Agency does not knowingly employ an unauthorized alien. Agency shall require any subcontractors performing work under this contract to certify to the Agency that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Agency shall maintain on file all subcontractors' certifications throughout the term of this MOU with the City.

Living Wage Ordinance

If Agency is considered a "covered employer" and is obligated to pay at least a living wage to its covered employees in accordance with BMC 2.28, as that ordinance is written and amended from time to time, then Agency is required to execute the Living Wage Ordinance Affidavit which is attached and located in **Exhibit B**. If a covered employer, Agency shall post the Living Wage Poster provided to Agency by the City of Bloomington Legal Department in prominent areas of Agency's facilities frequented by their covered employees.

Compliance with Laws

Agency shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the use of funds are in conflict, Agency shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action. Agency shall sign the Contract Compliance Requirements which is attached as **Exhibit C**.

Administrative Requirements

1. The Agency agrees to use generally accepted accounting procedures to provide for accurate, current and complete disclosure of the financial component of its activities.
2. Access to Records: The Agency agrees that it will give HAND, through any authorized representative, access to and the right to examine all records and documents related to the funding provided by this MOU for the purpose of making surveys, audits, examinations, excerpts and transcripts.
3. Retention of Records: The Agency agrees that it will retain financial records, supporting documents, statistical records and all other records pertinent to the funding provided for a period of three (3) years.

ATTACHMENT A

Payment Procedures

Payment will be processed by HAND upon the occurrence of the following: approval of this MOU by resolution passed by Council and signed by the Mayor; execution of the MOU by the parties and of its exhibits by Agency; and the adoption of an additional appropriation ordinance funding such payment.

Termination

This MOU is subject to the availability of funds and if funds become unavailable for the performance of this MOU, the City may terminate the agreement. If funds become unavailable, the City shall promptly notify the Agency in writing of the termination and the effective date thereof.

Integration

This agreement encompasses the entire understanding between the parties with respect to the contractual services being provided under this “Agreement.”

Approved By:

BLOOMINGTON COMMON COUNCIL:

X

Hopi Stosberg
President

Date: _____

CITY OF BLOOMINGTON:

X

Kerry Thomson
Mayor

Date: _____

AGENCY:

X

Agency Representative - Print

X

Agency Representative - Signature

Date: _____

ATTACHMENT A

EXHIBIT A
AFFIDAVIT REGARDING E-VERIFY

The undersigned hereby affirms and says that:

- 1. The undersigned is the _____ of _____.
(Job title) (Company name)
- 2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
- 3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
- 4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

I affirm that the foregoing facts and information are true and correct to the best of my knowledge and belief.

X

Signature

Date: _____

X

Printed Name

ATTACHMENT A

EXHIBIT B
AFFIDAVIT THE LIVING WAGE ORDINANCE

The undersigned hereby affirms and says that:

- 1. The undersigned is the (job title)_____ of the Service Provider.
- 2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
- 3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the “Living Wage Ordinance.”
- 4. The projected employment needs under the award include the following:

- 5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance:

- 6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage, which in 2025 shall be \$16.22 per hour, up to \$2.43 of which may be in the form of the covered employer’s contribution to health insurance available to the covered employee.

I affirm that the foregoing facts and information are true and correct to the best of my knowledge and belief.

X

Signature

Date: _____

X

Printed Name

ATTACHMENT A

EXHIBIT C
CONTRACT COMPLIANCE REQUIREMENTS

The following contract compliance requirements will be used to satisfy the requirements in BMC §2.23.180, until such a time that the Common Council of the City of Bloomington considers new code regulations concerning the contractual process.

I, _____ [Contractor], certify that _____ [name of company] is in compliance with the contract requirements listed below:

- Follows all federal laws and regulations relating to equal employment opportunity.
- Follows all applicable federal anti-discrimination laws.
- Has a written harassment policy that includes: (1) a definition of harassment, (2) a designated person to receive and investigate harassment complaints through a grievance procedure, and (3) a provision prohibiting retaliation against someone for filing a harassment complaint.
- Does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.

I understand that no portion of this contract should be construed to conflict with any portion of federal or state laws or regulations. To the extent any portion of the contract is held to be invalid, the remainder of the contract and the application of its provisions to any other persons or circumstances shall not be affected thereby.

I understand that if the City finds that this company/business/organization has misrepresented any certification of the above provisions, notwithstanding any other enforcement provisions, the City reserves the right to immediately and without equivocation terminate the contract and any obligations contained therein.

X

Signed/ Title

Date: _____