

Resolution No. T-2021-010-012R: A Resolution Authorizing the Supervisor to Sign a Memorandum of Understanding with the Channing Murray Foundation (Bucket Brigade Food Delivery and Neighbors Helping Neighbors Volunteer Coordination)

WHEREAS, Cunningham Township annually provides funding to local social service agencies who meet the needs of Urbana residents; and

WHEREAS, the Cunningham Town Board approved up to \$100,000 in expenditures in fiscal year 2022 to strategically fund social service agencies to extend the services of township to Urbana residents; and

WHEREAS, the Bucket Brigade is a program co-designed and produced by Cunningham Township and the Channing Murray Foundation at the beginning of the COVID-19 pandemic to provide food pantry delivery service to low income residents who request it.

WHEREAS, since the Bucket Brigade has significantly addressed food insecurity in Urbana with 1543 deliveries to 4532 people, 1792 of them children since March of 2020; and

WHEREAS, Neighbors Helping Neighbors is a proposed program to connect volunteers to activities to benefit township program participants; and

WHEREAS, these programs require a level of program coordination, food handling, storage, and event coordination that is beyond the capacity and space of Cunningham Township; and

WHEREAS, the Supervisor proposes the attached Memorandum of Understanding with the Channing Murray Foundation is the best approach to enshrine shared commitments between the parties;

NOW THEREFORE BE IT RESOLVED by the Township Board of the Town of Cunningham that the Resolution authorizing the Township Supervisor to sign the attached Memorandum of Understanding with the Channing Murray Foundation for Bucket Brigade Food Delivery and Neighbors Helping Neighbors Volunteer Coordination and providing up to \$12,800 annually and the Board authorizes the Supervisor of the Town of Cunningham to sign said agreements.

Approved this October 11, 2021 by the Township Board of the Town of Cunningham, Champaign County, State of Illinois.

Phyllis Clark, Town Clerk

Diane Wolfe Marlin, Chair

**MEMORANDUM OF UNDERSTANDING BETWEEN CUNNINGHAM TOWNSHIP SUPERVISOR'S
OFFICE AND THE CHANNING MURRAY FOUNDATION**

This Memorandum of Understanding (the “**MOU**”) is entered as of October 1, 2021, by and between Channing-Murray Foundation (CMF), with an address of 1209 W. Oregon St. Urbana, IL 61801 and The Cunningham Township Supervisor's Office (CTSO), with an address of 205 W. Green St. Urbana, IL 61801, collectively “the **Parties.**”

WHEREAS, the Parties desire to enter into an agreement to recognize the differing roles and responsibilities for each party in collaboration on food pantry delivery service, hereby named, “The Bucket Brigade”; and volunteer coordination service, hereby named, “Neighbors Helping Neighbors,”

WHEREAS, the Parties desire to memorialize certain terms and conditions of their anticipated endeavor;

NOW THEREFORE, the Parties agree as follows:

1. **Purpose and Scope.** The Parties intend for this MOU to provide the foundation and structure for coordinating and implementing two shared programs:
 - a. **The Bucket Brigade** is a program that provides food pantry delivery service to low income residents who request it. BB activities include referring clients, organizing addresses, coordinating with food donors, preparing food packages, making deliveries, accounting for associated costs, data collection, and reflecting and enhancing program design,
 - b. **Neighbors Helping Neighbors** is a program to connect volunteers to activities to benefit township program participants. NHN activities include attending to the needs of emergency housing program participants and their housing units, supporting resident transitions to permanent housing, supporting a warm winter gear drive and distribution, and supporting events such as vaccine clinics, back to school fairs, Solidarity Garden events, digital inclusion events, and workdays.
2. **Roles and Responsibilities of Channing-Murray Foundation (CMF)**
 - a. **Overall**
 - i. CMF agrees to cooperate with site visits with Cunningham Township, as requested, for Township staff to tour and review programs in progress.
 - ii. CMF will use fiscal, accounting, and audit procedures that conform to accepted accounting practices and applicable statutes.
 - iii. CMF will provide to the Township, upon reasonable notice, access to and the right to examine such books and records of the CMF, the CMF will make such reports to the Township, as the Township may reasonably

require so that the Township may determine whether there has been compliance with this Agreement.

- iv. No person shall be excluded from participation in programs the Township is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this MOU on the ground of race, color, national origin, sex, sexual orientation, gender identity, religion, or on any other ground upon which such discrimination is prohibited by law.
- v. CMF will comply with all applicable statutes, ordinances and regulations. The CMF will not use any of these funds for lobbying purposes. If it is determined by the Supervisor of the Cunningham Township that any expenditure made with the funds provided under this Agreement is prohibited by law, the CMF will reimburse the Township any amount that is determined to have been spent in violation of the Agreement and/or grant.

b. Bucket Brigade

- i. Food Quality/Quantity Assurance: CMF will ensure weekly deliveries to township residents which have at least 20 pantry items per delivery, including fresh produce when available. Produce will be kept in accordance with standards acceptable to the Champaign Urbana Public Health District.
 - 1. Typical deliveries will include:
 - a. shelf stable items (soups, rice, pasta, snacks, cereal/oatmeal)
 - b. bread/sweets
 - c. meat/dairy
 - d. fruit/juice
 - e. culturally tailored specialty packs of recipient's choosing
- ii. Data Processing and Data Security: CMF will be responsible for collecting delivery request forms from CTSO and other agencies and will limit access to recipient's contact information to a small number of staff and volunteers necessary for implementing delivery. CMF staff volunteers shall sign and adhere to the CTSO confidentiality agreement. CMF will share the full recipient list with CTSO weekly.
- iii. Branding: Bucket Brigade will be branded as a shared project of Cunningham Township and Channing Murray Foundation.
- iv. Coordination: CMF program coordinator will meet at least monthly with CTSO staff to review progress and consider program enhancements.
- v. Tracking and Invoicing: CMF will track weekly delivery numbers of recipients and invoice CTSO monthly within 4 weeks of delivery. CTSO will

only be invoiced for Cunningham Township residents as well as residents with children in Urbana schools.

c. Neighbors Helping Neighbors

- i. Coordination: CMF program coordinator will meet at least monthly with CTSO staff to plan volunteer programs and events.
- ii. Leadership: After volunteer needs and plans are agreed upon, CMF staff (led by program coordinator) will take the lead on logistics for events, volunteer, recruitment, and coordination - keeping in direct communication with CTSO.
- iii. Branding: Neighbors Helping Neighbors will be branded as a shared project of Cunningham Township and Channing Murray Foundation.
- iv. Contact lists: CMF will share volunteer contacts with CTSO.
- v. Activities: Activities of Neighbors Helping Neighbors will be developed by CMF and CTSO based on the needs of CTSO. Activities for the term of this grant are anticipated as follows. CTSO has a right to change program requests to meet the needs of participants and attend to their safety during the COVID-19 pandemic. Program requests must be agreed upon by the Cunningham Township Supervisor and the CMF Executive Director, or their designees. It is anticipated that CMF will contribute approximately 40 hours of program coordination per month.
 - 1. *Community Events*: CMF will collaborate with CTSO to host a minimum of 4 events throughout the year to serve the community and support mutual-aid programs such as Bucket Brigade, Solidarity Gardens, the Enoch Martel Miller Sr. Community Coat Drive, Back to School events, Vaccination events, Digital Inclusion events, and more.
 - 2. *Housewarming Volunteer Teams*: CMF will recruit and coordinate volunteers to regularly clean and reset apartments for emergency housing between residents, as well as to support participant needs in transitioning to more stable housing.
- vi. Invoicing: CMF will invoice CTSO monthly for volunteer coordination services at a flat fee of \$600 per month. Invoices shall include the total number of hours worked broken down by project.

3. Roles and Responsibilities of The Cunningham Township Supervisor's Office (CTSO)

a. Bucket Brigade

- i. Referring Clients: To their best ability, CTSO will provide CMF with the most up-to-date household information for delivery to their recipients as well as notify recipients when to expect delivery.

- ii. Questions: Township staff will be available to answer questions any time the township is open and during delivery times to help coordinate missed connections and/or aid in assisting volunteers when serving recipients in crisis.
- iii. Financial Support: CTSO will reimburse CMF on a per delivery basis as follows:
 - 1. \$15 per household delivery of grocery and specialty items
 - 2. \$20 for any emergency bags requested outside of regular delivery window (such as emergency housing deliveries)**Amount shall not exceed \$10,700 per year.**

b. Neighbors Helping Neighbors

- i. Meetings: CMF program coordinator will meet at least monthly with CTSO staff to plan volunteer programs and events.
- ii. Financial Support:
 - 1. CTSO will contribute \$600 a month to cover the costs of coordinating the volunteer program and bucket brigade.**Amount shall not exceed \$7,200 per year.**

- 4. **Term**. This Agreement shall commence as of October 1, 2021, as stated above, and may be renewed annually, if agreed to in writing by both parties. This MOU will end no later than May 1, 2025 (the end of the elected term of the Supervisor). This MOU is subject to annual board approval of the budget.
- 5. **Supercession**. This MOU supersedes the prior agreement entitled "AN AGREEMENT CONCERNING THE DISPOSITION AND USE OF FUNDS DISBURSED THROUGH THE CUNNINGHAM TOWNSHIP CONSOLIDATED SOCIAL SERVICE PROGRAM, FISCAL YEAR 2020-2021" which, if it has not been terminated previously, is terminated as of September 30, 2021.
- 6. **Termination**. The MOU may be terminated by Township upon a thirty-day notice in writing to the CMF for failure of the CMF to comply with the covenants and conditions set forth herein.
- 7. **Amendments**. This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.
- 8. **Representations and Warranties**. Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

9. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
10. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
11. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
12. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
13. **Conflicts.** In the event of an unresolvable dispute, both parties agree to participate in a mediation process and to split any costs associated with such. Any outcomes of meditation shall be in writing and binding on the parties.
14. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.
15. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Channing-Murray Foundation

Signed: _____

By: _____

Date: _____

Cunningham Township Supervisor's Office

Signed: _____

By: _____

Date: _____