

Resolution No. T-2021-010-013R: A Resolution Authorizing the Supervisor to Sign a Memorandum of Understanding with the Sola Gratia Farms (Solidarity Gardens)

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 Solidarity Gardens CU is a project spearheaded during the pandemic by Cunningham Township in collaboration with Sola Gratia and other partners as a project to reduce food insecurity in Champaign-Urbana by supporting existing and new gardens to produce food to those in need. The project provides seeds, tools, technical support, mini grants, and a distribution network, to Solidarity Gardens affiliates; and

WHEREAS, in its first season in 2020 Solidarity Gardens put approximately 1,000 sq ft of community garden space under production, distributed over 1,200 starts and packets of seeds to gardeners in order to grow food for the hungry; and grew approximately 600 lbs of produce and bring it to families in need in CU; and

WHEREAS, since Fall of 2020, Solidarity Gardens was coordinated by Sola Gratia Farm and this coordination was funded in part by Cunningham Township through its grants program; and

WHEREAS, the these programs require a level of program coordination, technical knowledge, volunteer recruitment and management, food handling and storage, and website and social media support that is beyond the capacity and space of Cunningham Township; and

WHEREAS, the Supervisor proposes the attached Memorandum of Understanding with the Sola Gratia Farm and providing up to 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 Sola Gratia Farms to coordinate Solidarity Gardens 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 SOLA GRATIA FARM**

This Memorandum of Understanding (the “**MOU**”) is entered as of October 1, 2021, by and between Sola Gratia Farm (SGF), with an address of 2200 S Philo Rd, Urbana, IL 61802 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 the project **Solidarity Gardens**,

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 one shared program:
 - a. **Solidarity Gardens CU** is a collaborative project, originally spearheaded by Cunningham Township early in the 2020 pandemic, to reduce food insecurity in Champaign-Urbana by supporting existing and new gardens to produce and distribute food to those in need. Solidarity Gardens leverages the giving spirit of dozens of local residents who donate their time and expertise to plant, tend, and harvest Solidarity Gardens. The project provides seeds, tools, technical support, mini grants, and a distribution network, as needed, to Solidarity Gardens affiliates. Solidarity Gardens is a collaboration of core partners including Cunningham Township, Sola Gratia Farm, Channing Murray Foundation, Urbana Park District, and Urbana Free Library as well as affiliates including Lierman Community Gardens, Habitat for Humanity Garden, and others. In FY 22, Sola Gratia Farm was resourced, in part, by Cunningham Township, to coordinate the Solidarity Gardens collaborative. Cunningham Township operates three Solidarity Gardens and receives donations and provides fiscal sponsorship for the project. See: www.solidarity-gardens-cu.org.

2. **Roles and Responsibilities of Sola Gratia Farm (SGF)**
 - a. **Overall**
 - i. SGF agrees to cooperate with site visits with Cunningham Township, as requested, for Township staff to tour and review programs in progress.
 - ii. SGF will use fiscal, accounting, and audit procedures that conform to accepted accounting practices and applicable statutes.
 - i. SGF will provide to the Township, upon reasonable notice, access to and the right to examine such books and records of the SGF, the SGF 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.

- iii. 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.
- iv. SGF will comply with all applicable statutes, ordinances and regulations. The SGF 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 SGF will reimburse the Township any amount that is determined to have been spent in violation of the Agreement and/or grant.

b. Solidarity Gardens

- i. Hours: It is expected that Sola Gratia Farm will be providing approximately 15 hours a week from their Education and Outreach Coordinator (half funded by CTSO and half funded by SGF) and 20 hours a week from a staff member focused on supporting Solidarity Gardens.
- ii. Services: Sola Gratia Farm will provide the following services to the Solidarity Gardens Project:
 - 1. Administer Solidarity Gardens program for both core partners and affiliates including monthly meeting (at a minimum) planning and leadership; maintenance of website and social media accounts; management and promotion of the affiliate grant program; and promotion of Solidarity Gardens events and programs.
 - 2. Recruit, train, coordinate and oversee garden leaders and volunteers at Meadowbrook Gardens, and Douglass Park gardens and coordinate with and support as needed the efforts at Victory Park, CTSO and Wood Street community gardens.
 - 3. Provide garden technical advice, access to plants, seeds and garden supplies to Solidarity Garden affiliates and volunteers.
 - 4. Maintain produce donation drop-off cooler and distribute produce through existing hunger abatement partnerships.
 - 5. Reflect, envision and plan future program growth and enhancements, with Solidarity Gardens core partners
- iii. Data and contact sharing: SGF will track and provide CTSO information at least monthly on:

1. Name, address, and contact information for all Solidarity Gardens Affiliate gardens.
 2. Names and contact information for all Solidarity Gardens volunteers.
 3. Amount of produce collected and distributed in the SG network.
 4. Number of households and people served by the SG network including growers, volunteers and produce recipients with Urbana residents tracked separately.
- iv. Confidentiality: Any SGF staff member, intern, or volunteer provided access to CTSO participant information shall sign and adhere to the CTSO confidentiality agreement. SGF shall limit access to CTSO client information to a smallest number of people necessary for implementing the project.
 - v. Branding: Solidarity Gardens will be branded as a collaborative project including Cunningham Township.
 - vi. Coordination: SGF will meet with CTSO no less than 10 times per year to review progress and consider program enhancements. Such review may occur in the regularly scheduled Solidarity Gardens coordination meetings.
 - vii. Invoicing: SGF will invoice CTSO monthly for these services in an amount not to exceed \$12,800 annually.

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

- a. Financial Support: CTSO will reimburse SGF monthly for services SGF provides to the Solidarity Gardens Collaborative under this agreement up to an amount not to exceed \$12,800 annually.
 - b. Coordination: CTSO will meet with SGF no less than 10 times per year to review progress and consider program enhancements. Such review may occur in the regularly scheduled Solidarity Gardens coordination meetings.
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 SGF for failure of the SGF 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:

Sola Gratia Farm

Signed: _____

By: _____

Date: _____

Cunningham Township Supervisor's Office

Signed: _____

By: _____

Date: _____