

Resolution No. T-2022-09-014R:

A Resolution Authorizing the Supervisor to Sign a Memorandum of Understanding with the Channing Murray Foundation for Bucket Brigade Food Delivery

WHEREAS, Cunningham Township has set a goal to end food insecurity for Urbana residents; and

WHEREAS, to that end, Cunningham Township operates a Food Access program where any Urbana resident can receive advocacy support to sign up for food stamps, access local food pantries, grow food, and/or receive a food delivery; 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 need it; and

WHEREAS, since the Bucket Brigade has significantly addressed food insecurity in Urbana with 2296 deliveries since March of 2020; and

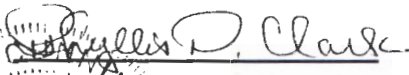
WHEREAS, the these programs require a level of program coordination, food handling, storage, and delivery that is beyond the capacity and space of Cunningham Township; and

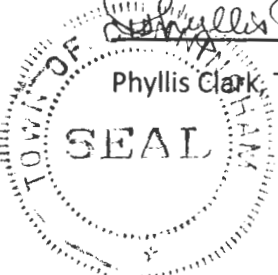
WHEREAS, Cunningham Township annually provides funding to partner social service agencies who meet the unmet needs of Urbana residents; and

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;

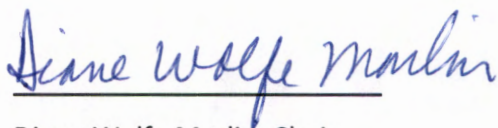
NOW THEREFORE BE IT RESOLVED by the Township Board of the Town of Cunningham that the Resolution authorizing the Township Supervisor to sign the attached Memorandum of Understanding with the Channing Murray Foundation for Bucket Brigade Food Delivery and the Board authorizes the Supervisor of the Town of Cunningham to sign said agreements.

Approved this September 12, 2022 by the Township Board of the Town of Cunningham, Champaign County, State of Illinois.


Phyllis Clark, Town Clerk



The seal of the Town of Cunningham, Illinois, is circular with the text "TOWN OF CUNNINGHAM" around the perimeter and "SEAL" in the center.


Diane Wolfe Marlin, Chair

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

This Memorandum of Understanding (the "MOU") is entered as of September 15, 2022, by and between Channing-Murray Foundation, with an address of 1209 W. Oregon St. Urbana, IL 61801 and The Cunningham Township Supervisor's Office, with an address of 503 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";

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

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Purpose and Scope.** The Parties intend for this MOU to provide the foundation and structure for any and all possibly anticipated binding agreement related to coordinating and implementing the Bucket Brigade(BB), which is 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.
2. **Roles and Responsibilities of Channing-Murray Foundation (CMF)**
 - a. **General**
 - 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:

1. CMF will ensure weekly deliveries to at least 20 CTSO referred households. Deliveries will 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. Typical deliveries will include: shelf stable items (soups, rice, pasta, snacks, cereal/oatmeal), bread/sweets, meat/dairy, fruit/juice, and fresh vegetables when provided by Solidarity Gardens or other sources.
2. In addition, CMF will provide the number of hotel kits requested by CTSO weekly. These included paired down deliveries for foods able to be prepared in a microwave or without heat.
3. If requested, CMF will deliver additional CTSO-purchased items (such as toiletries and cleaning supplies) to homes, when feasible.

- ii. Data Processing and Data Security: CMF will be responsible for collecting delivery request forms from CTSO and will limit access to recipient's contact information to a small number of staff and volunteers necessary for implementing delivery. CMF staff and volunteers shall sign and adhere to the CTSO confidentiality agreement. CMF will share the full recipient list with CTSO weekly.

- iii. Deadlines: For any delivery requests that come in after the Friday deadline, CMF can prepare emergency kits available for pick up by CTSO staff within one business day of request

- iv. Branding: Bucket Brigade will be branded as a shared project of Cunningham Township and Channing Murray Foundation.

- v. Coordination: CMF program coordinator will meet at least monthly with CTSO staff to review progress and consider program enhancements.

- vi. 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 residents with Urbana addresses, as well as residents with children in Urbana schools.

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

- 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. Deadlines: CTSO will intake delivery requests and share a recipient list with CMF by the end of the workday Friday for delivery on Wednesday of the following week. Deadlines may change if both agree in writing without the need for an updated MOU.
- iii. Communication: Township staff will be available to answer questions from 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.
- iv. Prioritizing Food Requests: CTSO will manage food delivery requests and prioritize families/individuals with mobility issues or families who are otherwise unable to access walk-up/drive-up food pantries. CTSO will cap the delivery list at 20 families. CTSO will direct any families/individuals who are over the cap to other food assistance programs.
- v. Coordination: CTSO program coordinator will meet at least monthly with CMF staff to review progress and consider program enhancements.
- vi. Volunteer recruitment: CTSO agrees to distribute via email, social media, or other means, any calls for Bucket Brigade volunteers prepared by CMF.
- vii. 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 hotel kits with ready-to-eat foods, and any emergency bags requested outside of regular delivery window (such as emergency housing deliveries)

1. **Term**. This Agreement shall commence as of September 15, 2022 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, 2026 (the end of the elected term of the Supervisor). This MOU is subject to annual board approval of the budget.
2. **Supersession**. This MOU supersedes any prior oral or written agreements.
3. **Termination**. The MOU may be terminated by Township or Channing Murray Foundation upon a thirty-day notice in writing.

4. **Amendments.** This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **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 mediation shall be in writing and binding on the parties.
11. **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.

12. **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: _____