

RESOLUTION NO. 2023-04-025R

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
ARPA SUBRECIPIENT AGREEMENT
(SOLA GRATIA FARM)**

WHEREAS, the City of Urbana, classified as a metropolitan city with a population below 250,000, was awarded \$12.97 million in funds as part of the State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA) in March 2021; and

WHEREAS, the City of Urbana entered into a Project and Fiscal Management Agreement with the Champaign County Regional Planning Commission (RPC) in order to solicit meaningful public input, draft a concept plan outlining desired outcomes, and monitor and report on uses of ARPA funds in a fiscally responsible, outcome-oriented manner; and

WHEREAS, the City of Urbana elected to allocate \$2.5 million of ARPA SLFRF funds under the Standard Allowance provision of the US Treasury's *Final Rule* for the purposes of replacing lost public sector revenue to be spent on governmental services; and

WHEREAS, the City of Urbana has adopted the Concept Plan, which contains eight Funding Goals for the remaining ARPA funds; and

WHEREAS, the City of Urbana adopted the ARPA Concept Plan Project List on February 27, 2023, allocating \$9,949,343 in funds to 25 projects; and

WHEREAS, each subrecipient of ARPA funds is required to enter into a contract with the City of Urbana that details the project dates, funding distribution timeline, performance standards, and additional terms and conditions applicable to the individual project; and

WHEREAS, all subrecipients shall complete all reporting requirements set forth by ARPA regulations and the City of Urbana; and

WHEREAS, the project *Community Farm Expansion for Enhanced Sustainable Fresh Food Production, Engagement and Consumption* by Sola Gratia Farm was allocated \$150,000 as part of the ARPA Concept Plan Project List.

NOW, THEREFORE, BE IT RESOLVED by the City Council, of the City of Urbana, Illinois, as follows:

Section 1. That an Agreement providing \$150,000 in ARPA SLFRF funds, for the purpose of *Community Farm Expansion for Enhanced Sustainable Fresh Food Production, Engagement and Consumption*, performed by Sola Gratia Farm, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

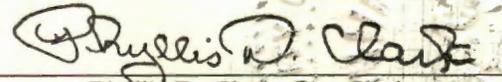
Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver said Agreement on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this 24th day of April, 2023.

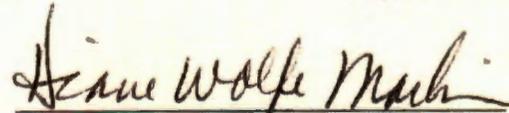
AYES: Wu, Evans, Hursey, Kolisetty, Bishop, Wilken

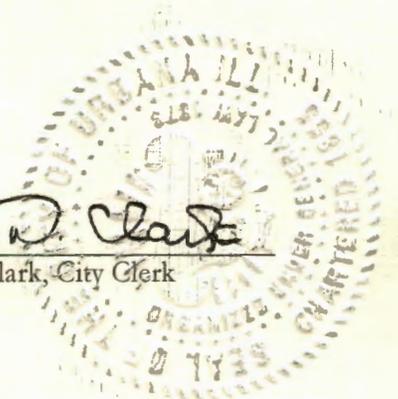
NAYS: None

ABSTENTIONS: None


Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this 2nd day of May, 2023.


Mayor



**SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF URBANA AND SOLA GRATIA FARM
FOR COMMUNITY FARM EXPANSION FOR ENHANCED SUSTAINABLE
FRESH FOOD PRODUCTION, ENGAGEMENT, AND CONSUMPTION**

This Subrecipient Agreement (“Agreement”) is entered as of [DATE], by and between Sola Gratia Farm, with an address of 2200 Philo Road, Urbana, IL 61802, and the City of Urbana, Illinois (“City”), with an address of 400 S. Vine Street, Urbana, IL 61801, collectively “the Parties.”

WHEREAS, the City is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 (“ARPA Funds”); and

WHEREAS, the City is authorized by Section 603(c)(1)(A) of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and

WHEREAS, Sola Gratia Farm is a 501(c)3 Non-Profit Organization providing access to local produce to low-income community members; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in expanding and improving community farm facilities.

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose and Scope.** The Parties intend for this Agreement to provide the foundation and structure for Community Farm Expansion for Enhanced Sustainable Fresh Food Production, Engagement, and Consumption costs through the following understanding:
 - a. **Community Farm Expansion for Enhanced Sustainable Fresh Food Production, Engagement, and Consumption:** Sola Gratia Farm ARPA Funds shall cover project infrastructure expenses to purchase and develop new farm facilities. Funds secured to date are sufficient to purchase the land, install a well, prepare the site for access, parking, and utilities and construction of a storage building for farm equipment and supplies. These investments allow Sola Gratia to start production on the new land in 2023. Securing the remainder of the project funds will allow Sola Gratia to complete construction and furnishing of a new wash/pack facility and office building, install a greenhouse and high tunnel, invest in perennial plantings, and redevelop the original four acres to an educational/demonstration farm.
 - b. **Project Scope:** Sola Gratia Farm shall perform the Scope of Services as defined in Attachment A.
 - c. **Funding:** The City shall transfer ARPA Funds to Sola Gratia Farm in an amount up to \$150,000 in support of this Scope of Services beginning in City fiscal year 2023, according to the projected budget in Attachment A. The transfer of funds shall be made in the form of quarterly reimbursements, unless otherwise noted. In order for funds to be released, Sola Gratia Farm must submit a Risk Assessment Form as provided by the City alongside this signed contract. Each release of funds must be preceded by Sola

Gratia Farm's submission of a quarterly Reporting Form, along with any required documentation, as provided by the City. The Risk Assessment Form and Reporting Form shall be made available by the City to Sola Gratia Farm in a fillable format.

2. Roles and Responsibilities of Sola Gratia Farm.

- a. Sola Gratia Farm agrees to cooperate with meetings conducted by Urbana City Council members and/or City staff, as requested, to review programs in progress.
- b. Sola Gratia Farm shall adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to Generally Accepted Accounting Principles (GAAP) and the requirements of Federal Uniform Guidance (2 CFR Part 200).
- c. Sola Gratia Farm shall be required to repay the City in the amount of ARPA Funds that are not spent in accordance with the regulations and requirements specified in Federal regulations and this Agreement.
- d. Sola Gratia Farm shall submit reporting information to the City as required by the Department of Treasury, upon request of the City. Information will include, but is not limited to: quarterly updates on program details, program timeline and status, program impact, and expenditure information and status. Additional reporting that may be required as applicable to Community Farm Expansion for Enhanced Sustainable Fresh Food Production, Engagement and Consumption may also include: ARPA Funds spent and obligated (along with documentation of expenses), project status, and Impacted or Disproportionately Impacted Populations (as defined by the Coronavirus State and Local Fiscal Recovery Funds Final Rule) served by the project. Reporting requirements will be specified by the City.
- e. Sola Gratia Farm shall provide to the City, upon reasonable notice, access to and the right to examine such books and records of Sola Gratia Farm and shall make such reports to the City as the City may reasonably require so that the City may determine whether there has been compliance with this Agreement and the Federal regulations and requirements for the expenditure of ARPA Funds. All reports and records related to the project must be maintained for the required period of time, according to applicable Federal and State laws, rules, or regulations (typically 5 years). If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues that arise from it, or until the end of the required period, whichever is later.
- f. No person shall be excluded from participation in programs the City is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. Sola Gratia Farm understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.
- g. Sola Gratia Farm shall comply with all applicable Federal, State or local statutes,

ordinances, and regulations.

- h. Sola Gratia Farm shall not use any of these ARPA Funds for lobbying purposes. ARPA Funds shall not be used to influence an officer or employee of any agency, including the City, in connection with any Federal, State, or local contract, grant, loan, or cooperative Agreement. If it is determined by the City that any expenditure made with the ARPA Funds provided under this Agreement is prohibited by law, Sola Gratia Farm shall reimburse the City any amount that is determined to have been spent in violation of the law.
- i. Sola Gratia Farm shall enforce all applicable terms and requirements of this Agreement with any subgrantees or partners of this program and is liable for all subgrantee and partner activity related to this the expenditure of ARPA Funds and this Agreement.
- j. Sola Gratia Farm shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

3. Community Farm Expansion for Enhanced Sustainable Fresh Food Production, Engagement, and Consumption.

- a. Services: Sola Gratia Farm shall undertake activities toward Community Farm Expansion for Enhanced Sustainable Fresh Food Production, Engagement and Consumption under the following requirements:
 - i. Sola Gratia Farm shall undertake costs in accordance with the proposed budget and details provided in Attachment A.
 - ii. Community Farm Expansion for Enhanced Sustainable Fresh Food Production, Engagement and Consumption shall start on project start date provided in Attachment A.
 - iii. Community Farm Expansion for Enhanced Sustainable Fresh Food Production, Engagement and Consumption shall comply with all additional terms and conditions provided in Attachment A.
 - iv. Sola Gratia Farm shall work towards and report on all *Key Objectives and Measurable Outcomes* provided in Attachment A.
- b. Governance: The Community Farm Expansion for Enhanced Sustainable Fresh Food Production, Engagement and Consumption activities shall be overseen by the Traci Barkley, SGF Director, *and include the following responsibilities*:
 - i. Duly adopt or pass as an official act a resolution, motion, or similar action authorizing execution of this Agreement, including all understandings and assurances contained herein, and direct and designate the authorized representative of Sola Gratia Farm to act in connection with this Agreement and to provide such additional information as may be required.
 - ii. Review reports and program adherence.
 - iii. Review significant changes in programs and discuss with the City prior to request for approval and implementation.

4. Roles and Responsibilities of the City.

- a. The City shall provide ARPA Funds to Sola Gratia Farm in the amount up to \$150,000, in the form of quarterly reimbursements, available beginning in 2023. Funds shall be made available in a reasonable period of time after required reports, forms, and receipts are submitted and reviewed by the City.
- b. The City shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with Federal law, and in compliance with the intended purpose and outcomes of the funds and project as set forth in this Agreement.
- c. The City is not responsible in any way for the operations of Sola Gratia Farm.

5. Primary Contacts.

- a. The City has contracted with the Champaign County Regional Planning Commission (RPC), who shall supervise and monitor compliance with ARPA reports and regulations. The RPC shall also serve as the City's primary contact with Sola Gratia Farm unless the City directs otherwise in a writing.

Name: J.D. McClanahan

Title: Planner II, Champaign County Regional Planning Commission

Telephone: 217-328-3313, ext. 196

Email: jmccclanahan@ccrpc.org

- b. The following individual shall serve as the Subrecipient's primary contact with the City unless that individual directs otherwise in writing:

Name: Traci Barkley

Title: Director

Telephone: 217-621-3013

Email: solagratiadirector@gmail.com

6. **Term.** This Agreement shall commence upon its execution between the Parties and shall remain in effect until December 31, 2026. Upon the expiration of this Agreement, or earlier termination as provided in Paragraph 8, Sola Gratia Farm shall maintain all records and documents related to this Agreement for such period as may be required by ARPA rules and regulations and any other applicable Federal or State law (typically 5 years).
7. **Timeliness.** Time is essential to the performance of this project. Funds not spent during the anticipated period, as shown in Attachment A, due to a delay in the project, or component thereof, inclusive of unavoidable delays, may be subject to forfeiture.

Any and all discrepancies between anticipated timeline of expenditures and actual expenses shall be explained in submitted quarterly report materials. A variance of more than +/- 25 percent between estimated and actual eligible expenditures to date shall mandate an amended timeline, agreed upon by both the City and Sola Gratia Farm. Beginning with the 2nd quarterly report in 2026, any variance greater than 5% shall mandate an amended timeline. The City shall not provide any reimbursement until the timeline is amended. Notwithstanding anything herein to the contrary, all expenditures and completion of the terms of this Agreement shall be on or before December 31, 2026, and such deadline shall not be subject to amendment.

8. **Termination.** The Agreement may be terminated by either Party upon a 30-day notice in writing to the other Party. Upon termination, Sola Gratia Farm shall provide to the City an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the City. Additionally, if Sola Gratia Farm does not spend the ARPA Funds in accordance with the Federal regulations and requirements concerning ARPA Funds, as well as the requirements specified in this Agreement, Sola Gratia Farm shall be required to repay the City in the amount of ARPA Funds that were utilized incorrectly. The requirement to repay misused funds shall remain in effect for the entire original term, even after the early termination by either Party.
9. **Amendments.** This Agreement may be amended only by an agreement of the Parties executed in the same manner in which this Agreement is executed.
10. **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.
11. **Indemnity.** Sola Gratia Farm agrees to indemnify and hold harmless the City, 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 Sola Gratia Farm, its respective successors and assigns that occurs in connection with this Agreement. This includes, but is not limited to:
 - a. The loss of any monies paid to Sola Gratia Farm.
 - b. Fraud, defalcation, or dishonesty on the part of any person representing, employed by, contracted, or subcontracted by Sola Gratia Farm.
 - c. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence, or default on the part of Sola Gratia Farm or any of its contractors, subcontractors, suppliers, and laborers etc. in the execution or performance of 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. In the event that any actions, suit, or proceeding is brought against the City upon any liability arising out of the Agreement, or any other matter indemnified against, the City at once shall give notice in writing thereof to Sola Gratia Farm by registered or certified mail. Upon receipt of such notice, Sola Gratia Farm, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the City.

12. **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 that are not related to or the direct result of a Party's negligence or breach.
13. **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 shall continue in full force and effect as valid and enforceable.
14. **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.

15. **Conflicts.** In the event of an unresolvable dispute, both Parties agree to participate in a mediation process and to split equally any costs associated with such. Any outcomes of mediation shall be in writing and binding on the Parties.
16. **Assignment:** Sola Gratia Farm shall not assign this Agreement, nor any part thereof, without the prior written approval of the City.
17. **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.
18. **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 only by an agreement of the Parties executed in the same manner in which this Agreement is executed.

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

THE CITY OF URBANA


Diane Wolfe Marlin, Mayor


Deputy
City Clerk

Sola Gratia Farm


Traci Barkley, Director


Attest

Attachment A Scope of Services

Section 1. Summary

Project Summary

In order to continue to serve and respond to the community's fresh food needs and participate effectively and efficiently in innovative community partnerships, Sola Gratia Farm will invest in the next iteration of its community farm. All 15 acres of current farmland are leased, with five acres at Mumford/Philo recently sold to the City of Urbana and another six acres at Colorado/Philo to be developed at some point. Sola Gratia has secured funds and contracted to purchase 29 acres of adjacent land and began development in mid-2022. Investment in this farm expansion will allow the farm to be sustainable for at least another 20 years.

Sola Gratia Farm ARPA Funds will cover project infrastructure expenses. Funds secured to date are sufficient to purchase the land, install a well, prepare the site for access, parking, and utilities and construction of a storage building for farm equipment and supplies. These investments allow Sola Gratia to start production on the new land in 2023. Securing the remainder of the project funds will allow Sola Gratia to complete construction and furnishing of a new wash/pack facility and office building, install a greenhouse and high tunnel, invest in perennial plantings, and redevelop the original four acres to an educational/demonstration farm. Sustainability is a primary goal of this project and will allow expanded service to our food-insecure neighbors. Sola Gratia infrastructure funding is a one-time request, rather than on-going operational funding. Investment in the expanded blueprint of the farm will allow for strategic expansion and continuation for at least another 20 years of a proven business, service and organizational model.

Key Objectives and Measurable Outcomes

- Completion of infrastructure and construction projects
- Increased crop production
- Improved soil health
- Amount of produce provided to low-income households
- Number of households served
- Number of disadvantaged youth trained

Project Start Date: 4/1/23

Project Completion Date: 12/30/24

ARPA Funding

\$150,000

Changes from submitted application, and project specific conditions, if any.

The award provided is approximately 20% of the amount requested in the application. This difference will be accounted for by seeking additional funds through expanded fundraising efforts from individual donors and grantors.

**Attachment A
Scope of Services**

Project Budget and Anticipated Timeline

Time Period	Project Expenses	ARPA Eligible Expenses	Quarterly Funding Amount	Funding Type (Upfront vs Reimbursement)	Cumulative Reimbursement
2023 Q2 (April, May, June)	\$405,000 Construction (groundwork and infrastructure)	12%	\$50,000	Reimbursement	\$50,000
2023 Q3	\$550,000 Construction (infrastructure)	9%	\$50,000	Reimbursement	\$100,000
2023 Q4	\$550,000 Construction (infrastructure)	9%	\$50,000	Reimbursement	\$150,000
2024 Q1					
2024 Q2					
2024 Q3					
2024 Q4					
2025 Q1					
2025 Q2					
2025 Q3					
2025 Q4					
2026 Q1					
2026 Q2					
2026 Q3					
2026 Q4					

Section 2. Additional Project Information

1. Executive Summary, attached hereto
2. Submitted Application, attached hereto
3. City Council Presentation, 12/14/22 #21 [\[Link\]](#) and slides, attached hereto