

Agreement Between Union School District 81 and Fairmont School District 89

***CONCERNING THE PREPARATION OF MEALS
UNDER THE FEDERAL LUNCH PROGRAM***

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 1st day of June 2022 by and between Union School District 81 (Union) and Fairmont School District 89.

WHEREAS, Union SD 81 and Fairmont School District 89 are authorized to enter into an Intergovernmental Agreement Pursuant to Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. Seq. providing for the execution of agreements and implementations of cooperative ventures between public agencies of the State of Illinois; and

WHEREAS, Union SD 81 and Fairmont School District 89 are authorized by the School Code of Illinois, 105 ILCS 5/10-22.26, to maintain and operate a school lunch and breakfast program in accordance with the applicable regulations of the State Board of Education and Agencies of the United States Government; and

WHEREAS, subject to the terms set forth below, Union SD 81 agrees to provide complete reimbursable breakfast meals for the 2021 summer program.

WHEREAS, Fairmont School District 89 shall be responsible for all aspects of service as well as meal counting at their locations. Fairmont SD 89 will be required to provide Union SD 81 meal counts at least 5 business days prior to day of service. Union SD 81 will provide meals & supplies as required to service the meals ordered.

NOW, THEREFORE, in the consideration of the mutual covenants herein contained and each and every act to be performed hereunder by either of the parties hereto, Union SD 81 and Fairmont School District 89 agree as follows:

1. TERMS OF MEAL SERVICE. Union SD 81 will provide meal service to Fairmont on summer school days established by Fairmont School District 89 on its annual school calendar for the 2021-22 school year.
2. MEAL SERVICE will begin on the first full day of summer school, and continue until the last full summer student attendance day in June.
3. TRANSPORTATION. Union SD 81 will be responsible for transportation of meals to its school.
4. MENU. Union SD 81 shall provide menus along with nutritional information as needed to Fairmont School District 89 one month prior to implementation for publishing.
5. DAILY NUMBER OF MEALS REQUIRED. The number of meals prepared by Union SD 81 will be based on a weekly forecast from Fairmont School District 89. Due to the variety of food items offered, there may be times that a certain item is not available.
6. FIELD TRIP LUNCHES. Scheduled field trips must be reported to Union SD 81 five days (5) prior to the date so the kitchen can reduce the amount of food prepared.
7. EQUIPMENT. Fairmont School District 89 shall be responsible for the equipment in its schools along with all transportation equipment necessary to serve bulk satellite.
8. ADDITIONAL EQUIPMENT. Union SD 81 may place additional equipment into the unit to meet program needs. Fairmont School District 89 will be responsible for providing any additional electric or gas needed, if new equipment is mutually agreed upon. Fairmont School District 89 will assume responsibility to safeguard equipment during off hours of operation, over holidays and summer months.
9. NATIONAL SCHOOL LUNCH AND BREAKFAST PROGRAM STATUS. Fairmont School District 89 will retain its status as a National School Lunch and Breakfast Program Sponsor for the schools in Fairmont School District 89 and will retain responsibility for all paperwork and communications incumbent on that status, including:
 - a. The annual application for Participation in National School Lunch and Breakfast Program and Food Distribution Programs;
 - b. The Renewal Certification of Agreement and Policy Statement;
 - c. The monthly USDA Commodities Communications;
 - d. Free and Reduced Price Meal Applications and all necessary processing and communications to households;
 - e. Monthly claims for reimbursement; and
 - f. Annual Financial Report
10. REQUEST FOR OPEN COMMUNICATIONS. Union SD 81 requests that a short meeting be scheduled monthly with the Principal/Asst. Principal of Fairmont School District 89 and food service staff working in the building along with the Director from Union SD 81.
11. ADDITIONAL SERVICES. Union SD 81 will accommodate, when possible, requests for additional services which could include but not be limited to; catering for meetings, full service lunch in elementary buildings, kindergarten snack programs, food for before and after school programs.

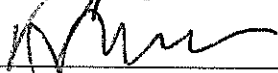
12. PAYMENT TO DISTRICT. Fairmont School District 89 shall pay **\$3.50** per lunch meal and **\$3.50** per breakfast meal to Union SD 81 as ordered.
13. TERMS AND CONDITIONS OF AGREEMENT. This agreement shall automatically renew from year to year unless either side issues a notice of non-renewal on or before January 1st of the preceding year.
14. INSURANCE. Union SD 81 agrees to purchase from and maintain in a company or companies lawfully authorized to do business in the State of Illinois, Comprehensive General Liability insurance coverage with combined single limits of at least \$1,000,000.00 on a per occurrence basis (or comparable coverage as part of a self-insurance pool), governing all liability arising out of this agreement. Fairmont School District 89 is to be named as an additional insured and to be provided with a copy of the certificate of insurance.
15. INDEMNIFICATION. Fairmont School District 89 shall indemnify, release and hold harmless Union SD 81 including its Board Members, in their individual and official capacities the Board's employees and agents and their successors and assigns, from and against any and all claims, demands, liabilities, injuries or causes of actions including, but not limited to attorneys' fees, costs and expenses of litigation, in connection with a claim against Union SD 81 for property damage or personal injury resulting from Union SD 81's provision of food services to Fairmont School District 89 during the term of this agreement, except for the negligent acts of omissions of Union SD 81.
16. DEFAULT. In the event that one party believes the other to be in default under this Agreement, that party acting through its Superintendent, shall notify the other party in writing and allow that party thirty (30) days from the date of receipt of the notice to cure the default. If the default is not cured, the party having sent the notice of default may terminate this agreement by serving written notice on the other party effective ten (10) days after receipt of the notice by the other party. No waiver of any default shall be implied by the failure of either party to give notice of default, and no express waiver shall affect any other default except this one specific in the waiver.
17. NO ASSIGNMENT. Neither party may assign any rights or duties under this Agreement without the written consent of the other party.
18. NOTICES. All notices to the parties to this agreement shall be made by certified mail to the addresses below.
19. SUCCESSORS. This agreement shall be binding upon the successors of the parties' respective Boards.
20. HEADINGS. The Agreement heading and all paragraph headings are for quick reference and convenience only and do not alter, amend, explain or otherwise affect the terms and conditions appearing in this agreement.
21. AMENDMENTS. No modifications or amendments or waiver of any provision hereto shall be valid and binding unless in writing and signed by both parties.
22. COMPLETE UNDERSTANDING. This Agreement sets forth all the terms, conditions, agreements and understandings between Union SD 81 and Fairmont School District 89 relative to the subject matter hereof; and there are no agreements or conditions, oral or written, expressed or implied, between them other than as herein set forth.

23. GOVERNING LAW. This Agreement and the rights and responsibilities of the parties hereto shall be interpreted and enforced in accordance with the laws and State of Illinois.

24. EFFECTIVE DATE. The effective date of the Agreement is June 3, 2022

Union School District 81

Timothy Baldermann (Printed Name)

 (Signature)

Superintendent (Title)

April 7, 2022 (Date/Signed On)

Fairmont School District 89

_____ (Printed Name)

_____ (Signature)

_____ (Title)

_____ (Date/Signed On)