

AGREEMENT BETWEEN LAKE PARK COMMUNITY HIGH SCHOOL DISTRICT 108 AND ROSELLE SCHOOL DISTRICT 12 CONCERNING THE PREPARATION OF MEALS UNDER THE FEDERAL LUNCH PROGRAM

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into this 1st day of August 2022, by and between LAKE PARK COMMUNITY HIGH SCHOOL DISTRICT 108 ("LAKE PARK D108") and ROSELLE SCHOOL DISTRICT 12 ("ROSELLE D12").

WHEREAS, LAKE PARK D108 and ROSELLE D12 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, LAKE PARK D108 and ROSELLE D12 are authorized by the School Code of Illinois, 105 ILCS 5/10-22.26, to maintain and operate a school lunch 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, LAKE PARK D108, through its food service contractor ("Contractor"), agrees to operate a school lunch program consisting of cold lunches to ROSELLE D12.

WHEREAS, LAKE PARK D108, through its Contractor, will provide cold lunches to the individual schools on a daily basis. ROSELLE D12 shall be responsible for picking up the lunches daily from LAKE PARK D108 and all aspects of service except as otherwise set forth herein, as well as meal counting at ROSELLE D12 locations.

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, LAKE PARK D108 and ROSELLE D12 agree as follows:

1. **TERMS OF MEAL SERVICE.** LAKE PARK D108 will provide meal service to the schools listed below to be picked up by ROSELLE D12 on the full school days established by ROSELLE D12 on its annual school calendar for the for August 1, 2022 – June 30, 2023 year. Solely for purposes of this agreement, LAKE PARK D108 shall use its best efforts to ensure that ROSELLE D12 is considered part of LAKE PARK D108 by its Contractor

in providing services in connection with this Agreement. The Parties have entered into this Agreement based on representations from LAKE PARK D108's Contractor that it can perform the additional meal services to the requirements set forth in this Agreement and any obligations herein. For purposes of this Agreement, LAKE PARK D108's Contractor shall be responsible on behalf of LAKE PARK D108 for performing all of the requirements in Sections 1-13 of this Agreement. ROSELLE D12's schools that will be served by this Agreement include:

- ROSELLE MIDDLE SCHOOL, 500 S PARK ST ROSELLE, IL 60172
- SPRING HILLS ELEMENTARY SCHOOL 560 PINECROFT DR ROSELLE, IL 60172

2. MEAL SERVICE will begin on August 1, 2022, and continue until the last full student attendance day (scheduled for May 26, 2023, but may be extended for emergency days to June 5, 2023) in June 2023.
3. BULK LUNCH REQUIREMENTS. LAKE PARK D108 will provide cold lunches which when served in the designated portion, will meet all meal pattern requirements of the National School Lunch Program and will include the appropriate servings of meat/meat alternate, vegetables/fruits and grains. The meal will also include all appropriate condiments and an occasional bonus item intended to add additional interest and/or calories to the meals.
4. TRANSPORTATION. ROSELLE D12 will provide transportation of meals to ROSELLE D12 schools, using ROSELLE D12 vehicle(s), as well as return of containers and pans for cleaning daily.
5. DAILY NUMBER OF MEALS REQUIRED. The number of meals prepared at LAKE PARK D108 will be based on a daily forecast from ROSELLE D12. Due to the variety of food items offered, there may be times that a certain item is not available, provided that all meals served shall meet all meal pattern requirements of the National School Lunch Program and will include the appropriate servings of meat/meat alternate, vegetables/fruits and grains consistent necessary for reimbursement of such meals through the National School Lunch Program and other state and federal food service programs.
6. ADDITIONAL EQUIPMENT. ROSELLE D12 will be responsible for providing any needed equipment to execute the food service program, as well as any additional electric or gas needed, if new equipment is mutually agreed upon. ROSELLE D12 will assume responsibility to safeguard equipment during off hours of operation, over holidays and summer months.
7. NATIONAL SCHOOL LUNCH PROGRAM STATUS. ROSELLE D12 will retain its status as a National School Lunch Program Sponsor for the schools in ROSELLE D12 and will retain responsibility for all paperwork and communications incumbent on that status, including without limitation:
 - a. The annual application for Participation in National School Lunch 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

LAKE PARK D108, through its Contractor, shall make available all documents required to enable ROSELLE 12 to remain in compliance with National School Lunch Program requirements, including without limitation nutritional analysis of meals served, production records, daily menus, or other records necessary to satisfying such requirements on day of service.

8. REQUEST FOR OPEN COMMUNICATIONS. The Parties' designees, including but not limited to building administrators and food service staff, shall meet no less frequently than semi-annually to discuss services being provided in accordance with this Agreement.

Any ongoing communications to LAKE PARK D108 shall go to Jeff O'Connell, Assistant Superintendent.

Any ongoing communications to ROSELLE D12 should go to Greg Harris, Business Manager, Roselle School District #12.

9. MEAL SERVICE. Menus will be in full compliance of School Breakfast Program & National School Lunch Program meal requirements for grades served k-8. Lunches will include unlimited one-time thru choice of at minimum 2 fruits & 4 vegetables, utilizing 80% fresh and fulfilling vegetable sub group weekly meal requirements. Students will be encouraged to take full servings of fruits and vegetables to ensure complete meal compliance.

Milk is included with the price of the meal.

ROSELLE 12 will communicate to LAKE PARK 108, all dietary restrictions, complaints, and required notices as may be required to enable LAKE PARK 108 to provide satisfactory meals and service and to comply with this Agreement, the School Breakfast Program & National School Lunch Program and applicable law. LAKE PARK 108 will make accommodations for documented students with allergens upon request of ROSELLE 12. Nutritional and ingredient information will be provided in accordance with Section 7 no later than day of service.

10. ADDITIONAL SERVICES. LAKE PARK D108 will accommodate when possible any request 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. Charges for providing additional services by LAKE PARK D108 shall be determined between ROSELLE D12 and LAKE PARK D108 prior to the time such additional services are implemented.

11. PAYMENT TO DISTRICT. ROSELLE D12 shall pay meal rates to LAKE PARK D108 as follows:

- \$4.14 per lunch meal
- ROSELLE D12 shall be responsible for any additional costs that LAKE PARK D108 shall incur as a result of this Agreement.

LAKE PARK D108 shall invoice ROSELLE D12 on a monthly basis. The value of commodities will be credited to ROSELLE D12 on the monthly invoice, with a full reconciliation at fiscal year-end. Payment from ROSELLE D12 to LAKE PARK D108 shall be made in accordance with the Local Government Prompt Payment Act, 50 ILCS 50/1 et seq.

12. TERMS AND CONDITIONS OF AGREEMENT. This agreement shall terminate on June 30, 2023. This Agreement shall not be renewed except upon the written approval of the Parties.

13. INSURANCE. LAKE PARK D108 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 and \$2,000,000 in the aggregate (or comparable coverage as part of a self-insurance pool), governing all liability arising out of this agreement. ROSELLE D12, and its individual Board members, employees, and agents will be named as additional insureds on such policy and will be provided with a copy of the certificate of insurance.

14. INDEMNIFICATION AND HOLD HARMLESS. ROSELLE D12 shall indemnify, release and hold harmless LAKE PARK D108 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 LAKE PARK D108 for property damage, personal injury, or any other third-party claim resulting from LAKE PARK D108's provision of food services to ROSELLE D12 during the term of this agreement, except to the extent arising from any negligent acts or omissions of LAKE PARK D108. In the event that ROSELLE D12 has any claim arising from the failure to provide meal service or failure to provide documents, records, or information to maintain ROSELLE D12's status, compliance, and or good standing with the National School Lunch Program, ROSELLE D12 shall not bring any such claim against LAKE PARK D108 and instead shall bring such claim directly against LAKE PARK D108's food service contractor.

Further, LAKE PARK D108 shall indemnify, release and hold harmless ROSELLE D12 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 ROSELLE D12 for property

damage or, personal injury, or any other third-party claim resulting from negligent acts or omissions of LAKE PARK D108.

15. **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.
16. **THIRD PARTY BENEFICIARY.** This IGA shall inure exclusively to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns and the Contractor acting on behalf of LAKE PARK D108, which shall be an express third-party beneficiary hereof as if it were a party hereto.
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 LAKE PARK D108 and ROSELLE D12 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 and the USDA Child Nutrition Programs (CNP).
24. **EFFECTIVE DATE.** The effective date of the Agreement is August 1, 2022, through June 30, 2023. ROSELLE 12 may terminate this Agreement for convenience upon fourteen (14) days written notice to LAKE PARK 108.

25. COMPLIANCE WITH LAWS. The parties shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner affect the performance of this Agreement.

Board of Education
LAKE PARK D108 DuPage
County, Illinois

Board of Education
ROSELLE D12 DuPage County, Illinois

Attest: Secretary

Attest: Secretary