

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE WINFIELD TOWNSHIP AND THE BOARD OF EDUCATION
OF WINFIELD SCHOOL DISTRICT 34
FOR SPRING BREAK FOOD SECURITY ASSISTANCE**

This Agreement is made this ____ day of _____ 2025, by and between the Winfield Township, an Illinois unit of local government 130 Arbor Avenue, West Chicago, Illinois 60185 (the "Township") and the Board of Education of Winfield School District 34, 0S150 Winfield Road, Winfield, Illinois 60190 (the "School District").

Recitals

WHEREAS, The Township is an Illinois unit of local government organized and operating pursuant to the Illinois Township Code, 60 ILCS 1/1-1 et seq. ("Township Code"); and

WHEREAS, the School District is an Illinois public school district operating pursuant to the Illinois School Code, 105 ILCS 5/1-1 et seq. ("School Code"); and

WHEREAS, the Township and the School District are units of local government as defined in Article VII, Section 1, of the Illinois Constitution of 1970, and public agencies as that term is defined in Section 2 of the Intergovernmental Cooperation Act, 5 ILCS 220/2; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 authorizes units of local government to contract and use their credit, revenues and other resources to pay costs related to intergovernmental activities, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provides that any powers or authority exercised by a public agency may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State; and;

WHEREAS, the School District operates a food support program at Winfield Central Middle School in Winfield, Illinois, that provides food to area residents in need ("Program"); and

WHEREAS, the Section 85-13 of the Township Code empowers the Township expend funds directly, or to contract with certain other entities, to provide social services to under-resourced individuals within the Township; and

WHEREAS, it is the desire of the Township and the School District to encourage, promote and support children in need of food and other resources during the 2025 spring break; and

WHEREAS, the Township Board of Trustees has determined that providing financial assistance for the Program through the School to ensure food accessibility to children in need over spring break is in the best interest of the Township.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Township and the School District hereby agree as follows:

Section I: Incorporation

The above recitals are hereby incorporated into this Agreement by this reference.

Section II: Funding Assistance

Promptly after execution of this Agreement by the parties, the Township agrees to pay the School District the sum of Three Thousand Three Hundred Dollars and No Cents (\$3,300.00) in the form of gift cards and coupons to the School ("Contribution") for the sole and limited purpose of supplying food to the general public through the Program between March 27, 2025 and April 7, 2025 ("Funding Purpose"). The School District covenants that the Contribution will be used by the Program solely for the Funding Purpose. The School District shall provide the Township written verification that the Contribution was used exclusively for the Funding Purpose not later than April 17, 2025.

Section III: Compliance With Applicable Laws

The School District shall comply with all applicable local, state, and federal laws, rules, ordinances, regulations and codes, including, but not limited to the Illinois Human Rights Act, the American with Disabilities Act, and the Civil Rights Act of 1964 in the performance of its duties under this Agreement.

Section IV: Indemnification and Insurance

- A. Indemnification: To the maximum extent permitted by law, the School District shall indemnify, defend, and hold the Township, its officers, elected officials, employees, agents and volunteers (collectively, the "Indemnitees"), harmless from any and all actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, and court costs, incurred by any of the Indemnitees for injuries to persons or for damage, destruction or theft of property arising out of or resulting from any activity, act or omission of the School District, the Program, or any employee, agent, affiliate, vendor, co-sponsor, invitee, contractor, student or volunteer of the School District (the School District and each and every such other person being hereinafter individually and collectively referred to as the "Indemnitor"). The duty to indemnify as provided herein shall survive termination of this Agreement.
- B. Insurance: The School District shall maintain Commercial General Liability Insurance specifically including bodily injury, personal injury and property damage, and including contractual liability coverage, with limits of not less than \$3,000,000 per occurrence, written on an occurrence basis and at all times naming the Township, its officers, elected officials, employees, agents and volunteers as additional insured. Such insurance shall be through A-rated companies or through companies reasonably acceptable to the Township. The policy and/or coverage shall also contain a "contractual liability" clause.

Section V: Miscellaneous

- A. No Third Party Beneficiaries: This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.
- B. No Waiver of Tort Immunity: Nothing contained in this Agreement shall constitute a waiver by the School District or the Township of any right, privilege, immunity, or defense which

it has under statutory or common law, included but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

C. Entire Agreement; Amendments. This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party concerning the subject matter hereof that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing and dated subsequent to the date of this Agreement and signed by an authorized representative of each Party.

D. Relationship of the Parties: Nothing contained in this Agreement shall be construed as creating a partnership or joint venture between the School District and the Township.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above.

WINFIELD TOWNSHIP

By: _____
Nicole M. Prater, Township Supervisor

ATTEST:

By: _____
Michael Guglielmi, Township Clerk

**BOARD OF EDUCATION OF WINFIELD
SCHOOL DISTRICT 34**

By: _____
President, Board of Education

ATTEST:

By: _____
Secretary, Board of Education

INTERGOVERNMENTAL AGREEMENT BETWEEN WINFIELD SCHOOL AND WINFIELD TOWNSHIP FOR ASSISTING IN SPRING BREAK PROJECT FOR THE CHILDREN OF WINFIELD SCHOOL IN WINFIELD, IL.

This Agreement is made effective/ retroactive to March 27, 2025 and Ending April 7, 2025 between Winfield School, herein after referred to as the "School" and Winfield Township, Herein after referred to as the "Township", Both Illinois Unit of local government.

WHEREAS, The Township has resources to assist with Spring Project; and

WHEREAS, The School with support from the Township developed a Spring Break program for their children in need; and

WHEREAS, it is the desire of the Township and the School to encourage, promote and support the children in need of food and other resources, and as further provided here within, a financial amount not to exceed \$3,300.00 for spring break 2025 will be given in the form of Gift cards and coupons to the School; and

WHEREAS, this Intergovernmental Cooperation Agreement is authorized by the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act of the State of Illinois, providing for the execution of agreements and implementation of cooperative ventures between public agencies of the State of Illinois (5 ILCS 220/1 Et seq.); and

NOW, THEREFORE, in consideration of funds herein set forth, it is agreed by and between the parties as follows:

SECTION ONE: This Intergovernmental Agreement contains the entire agreement between parties regarding the School and the Township, and there are no other agreements, oral or Otherwise, Between the parties regarding the school use of the Township Funds.

APPROVED AND ADOPTED by board of Trustees, Winfield Township, DuPage County, This 10 February 2025.

Winfield School Board, An Illinois Unit of Local Government,

By: _____

President, Board of Commissioners

Attest:

Secretary, Board of Commissioners

Winfield Township, an Illinois Township

By: _____

Nicole M. Prater, Supervisor

Attest:

By: _____

Michale Guglielmi, Township Clerk