

**AGREEMENT BETWEEN ORLAND SCHOOL DISTRICT 135
AND COMMUNITY CONSOLIDATED SCHOOL DISTRICT 146**

CONCERNING THE PREPARATION OF MEALS UNDER THE FEDERAL LUNCH PROGRAM

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 10th day of June 2013 by and between Orland District 135 (Orland) and Community Consolidated School District 146 (Tinley).

WHEREAS, Orland and Tinley 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, Orland and Tinley 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, Orland agrees to operate a school lunch program consisting of bulk lunches and à la carte food items to Community Consolidated School District 146.

WHEREAS, Tinley will pick up and distribute the bulk containers to the individual schools on a daily basis. Tinley shall be responsible for all aspects of service as well as meal counting at their 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, Orland and Tinley agree as follows:

1. **TERMS OF MEAL SERVICE.** Orland will provide meal service to the schools on the full school days established by Tinley on its annual school calendar for the 2013-2014 school year.
2. **MEAL SERVICE** will begin on the first full day for students in August 2013, and continue until the last full student attendance day in June 2014. In the event that the Tinley school calendar is extended beyond this date due to the use of emergency day(s), Orland agrees to provide meals for these days, provided that Tinley pays Orland an additional labor charge of \$180.00 per day for these days.
3. **BULK LUNCH REQUIREMENTS.** Orland will provide bulk 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. Tinley will supply the milk component of the meal pattern along with necessary service ware including utensils, trays and other paper goods.
4. **TRANSPORTATION.** Tinley will be responsible for transportation of meals to its schools as well as return of containers and pans for cleaning daily.

5. MENU. Orland shall provide menus along with nutritional information as needed to Tinley one month prior to implementation for publishing.
6. DAILY NUMBER OF MEALS REQUIRED. The number of meals prepared by Orland will be based on a daily forecast from Tinley. Due to the variety of food items offered, there may be times that a certain item is not available.
7. FIELD TRIP LUNCHESES. Scheduled field trips must be reported to Orland five days (5) prior to the date so the kitchen can reduce the amount of food prepared.
8. EQUIPMENT. Tinley shall be responsible for the equipment in its schools along with all transportation equipment necessary to serve bulk satellite.
9. EQUIPMENT MAINTENANCE. Tinley will be responsible for maintaining/replacing equipment including POS equipment and licensing agreements that are currently in place. Tinley will also be responsible for preventative maintenance on equipment placed in the kitchen that can be performed by a district employee.
10. ADDITIONAL EQUIPMENT. Orland may place additional equipment into the unit to meet program needs. Tinley will be responsible for providing any additional electric or gas needed, if new equipment is mutually agreed upon. Tinley will assume responsibility to safeguard equipment during off hours of operation, over holidays and summer months.
11. NATIONAL SCHOOL LUNCH PROGRAM STATUS. Tinley will retain its status as a National School Lunch Program Sponsor for the schools in Tinley 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 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
12. REQUEST FOR OPEN COMMUNICATIONS. Orland requests that a short meeting be scheduled monthly with the Principal/Asst. Principal of Tinley and food service staff working in the building along with the Director from Orland.
13. ADDITIONAL SERVICES. Orland will accommodate when possible 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.
14. PAYMENT TO DISTRICT. Tinley shall pay \$2.75 per meal to Orland as ordered.
15. 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 May 30 of the preceding year.
16. INSURANCE. Orland 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. Tinley is to be named as an additional insured and to be provided with a copy of the certificate of insurance.
17. INDEMNIFICATION. Tinley shall indemnify, release and hold harmless Orland 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 Orland for property damage or personal injury resulting from

- Orland's provision of food services to Tinley during the term of this agreement, except for the negligent acts of omissions of Orland.
18. **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.
 19. **NO ASSIGNMENT.** Neither party may assign any rights or duties under this Agreement without the written consent of the other party.
 20. **NOTICES.** All notices to the parties to this agreement shall be made by certified mail to the addresses below.
 21. **SUCCESSORS.** This agreement shall be binding upon the successors of the parties' respective Boards.
 22. **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.
 23. **AMENDMENTS.** No modifications or amendments or waiver of any provision hereto shall be valid and binding unless in writing and signed by both parties.
 24. **COMPLETE UNDERSTANDING.** This Agreement sets forth all the terms, conditions, agreements and understandings between Orland and Tinley 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.
 25. **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.
 26. **EFFECTIVE DATE.** The effective date of the Agreement is August 13, 2012.

Board of Education
Orland School District # 135
Cook County, Illinois

Board of Education
Community Consolidated School District 146
Cook County, Illinois