

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
OREGON COMMUNITY UNIT DISTRICT #220
AND
ROCHELLE COMMUNITY CONSOLIDATED SCHOOL DISTRICT #231
RELATING TO PROFESSIONAL SERVICES**

THIS AGREEMENT entered into by and between the **Board of Education of Rochelle Community Consolidated School District No. 231, Ogle County, Illinois** (“ROCHELLE #231”) and the **Board of Education of Oregon Community Unit School District No. 220, Ogle County, Illinois** (“OCUSD #220”) (collectively, the “Parties” or individually a “Party”).

WITNESSETH

WHEREAS, ROCHELLE CCSD #231 and OCUSD #220 are “public agencies” as defined under Paragraph 2 of the *Illinois Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq.*) and as such, are authorized to enter into this Intergovernmental Agreement pursuant to that Act; and

WHEREAS, ROCHELLE CCSD #231 and OCUSD #220, in conjunction with their respective governmental and proprietary functions and authority, intend to utilize certain professional services and food service for the benefit of both entities; and

WHEREAS, ROCHELLE CCSD #231 recognizes that OCUSD #220, through its’ food service department, has the ability to provide the ROCHELLE CCSD #231 with services and assistance; and

WHEREAS, it is in the best interests of both ROCHELLE CCSD #231 and OCUSD #220 to enter into this Agreement; and

WHEREAS, this Agreement provides the framework for the collaboration between ROCHELLE CCSD #231 and OCUSD #220 and defines the role of OCUSD #220 in its support of ROCHELLE #231.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. **Recitals.** The Parties have relied upon the recitals first written above, and they are hereby incorporated into this Agreement by reference.
2. **Services.** It is the intention for both OCUSD #220 and ROCHELLE CCSD #231 to enter into a mutually beneficial agreement for professional food service services as set forth in this paragraph (“Services”). As such, OCUSD #220 shall assist ROCHELLE CCSD #231 with the management of food services for the district. OCUSD #220 shall manage ROCHELLE

CCSD #231 employees and day to day food service operations in support of ROCHELLE #231s' mission.

3. **Staffing Levels and Employee Management.** At the time of this Agreement ROCHELLE CCSD #231 has a food service staff and as part of the agreement, OCUSD #220 food service team may/or will recommend how to adjust, dismiss, and/or correct the size of the ROCHELLE CCSD #231 food service team. The Parties further acknowledge that nothing in this Agreement affects the employment status of any employee involved in the provision of Services pursuant to this Agreement. As such, OCUSD #220 shall remain the employer of its employees and ROCHELLE CCSD #231 shall remain the employer of its employees and all management, control, discipline, compensation and provision of benefits shall be in the sole control and remain the sole responsibility of the respective employer. In addition, all personnel rules applicable to OCUSD #220 employees shall continue to apply to such employees while performing Services under this Agreement. Both Parties agree to comply with applicable laws and regulations.

4. **Cost of Services.** The cost for the provision of Services set forth in paragraph 2 above in ten (10) equal monthly installments of one thousand dollars (\$1,000.00), such that the total amount of \$10,000 shall be paid during the 2018-2019 fiscal year. OCUSD #220 employee travel costs will be billed directly to ROCHELLE CCSD #231 by the employee, as needed.

5. **Payment.** ROCHELLE CCSD #231 agrees to pay OCUSD #220 the Cost of Services set forth in paragraph 4 above in full within 30 days after approving the agreement. For fiscal years following 2018-2019, the Parties agree that the Cost of Services (and the monthly Payment amount) may need to be reviewed and/or adjusted in the best interests of both ROCHELLE CCSD #231 and OCUSD #220, as mutually agreed upon, and at the time of renew/extension. Any modification in the Cost of Services and/or monthly Payment amount shall be made in the form of a written amendment and attached to this Agreement. me

6. **Indemnification.** ROCHELLE CCSD #231 shall indemnify and hold harmless OCUSD #220, its employees, agents and elected officials, from and against any and all claims, demands, costs, damages, losses, liabilities, joint and/or several, expenses of any nature (including reasonable attorney's, accountant's and expert's fees and disbursements), and judgments, fines, settlements and other amounts ("Damages") arising from any and all civil, criminal, administrative or investigative claims, demands, actions, suits or proceedings ("Claims") relating to, or arising out of, any failure of OCUSD #220 to observe or perform the terms and provisions of this Agreement, or any claim of any third party, except to the extent, if any, that any such Damages or Claims result from the negligent acts, errors or omissions, or willful misconduct, of the OCUSD #220 employees performing any work.

7. **Insurance.** ROCHELLE CCSD #231 and OCUSD #220 shall carry the appropriate insurance, as required by law and in accordance with their Board policies to cover the Services and terms set forth in this Agreement.

8. **Term and Termination.** This Agreement shall become effective upon execution by both Parties, and will remain in effect until terminated. This Agreement will automatically renew/extend on yearly basis (fiscal year). ROCHELLE CCSD #231 is required to provide OCUSD #220 ninety (90) days' notice to terminate this Agreement. Notice to terminate, must be sent, in writing/email, to the following OCUSD #220 staff:

Superintendent
Director of Food service

This Agreement may also be terminated or cancelled without penalty in the event that funding, upon which the Parties are dependent, fails to be appropriated or otherwise made available.

9. **Notice.** All notices required herein shall be sent to the Parties as listed below:

To ROCHELLE #231: Rochelle CCSD No. 231
444 N. 8th Street
Rochelle, IL 61068

To OCUSD #220: Oregon CUSD No. 220
206 S. 10th Street
Oregon, IL 61061

10. **Miscellaneous.**

a. Contractual Capacity. The Parties agree that each signatory hereto has entered into this Agreement voluntarily and knowingly and with the full and complete authority and contractual capacity to do so.

b. Effect of Agreement. This Agreement shall inure to the benefit of and bind ROCHELLE CCSD #231 and OCUSD #220, as well as each of their assigns and successors.

c. Complete Understanding. This Agreement sets forth all of the promises, agreements, conditions, and understandings between the Parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the Parties.

d. Amendments. No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the Parties hereto unless reduced to writing and duly authorized and signed by each of them.

e. Severability Clause. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, said provision shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining provisions shall remain in full force and effect, provided the Parties' initial intent can still be effectuated by the remaining terms.

f. No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties hereto, and nothing in this Agreement, specifically including, but not limited to, the compensation and benefits referenced in Section 4, is intended, either expressly or impliedly, 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 toward any third party. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the ROCHELLE #231, its Board, or any of its Board members, employees, agents, representatives, successors, or assigns or against OCUSD #220, its Board, or any of its Board members, employees, agents, representatives, successors, or assigns.

g. Applicable Law. This Agreement shall be governed by the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Illinois 15th Judicial Circuit Court.

h. Effective Date of Agreement. This Agreement shall become effective as of the date both Parties have signed.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the undersigned entities have caused this Agreement to be duly executed on the date set forth hereinafter.

**Board of Education of Oregon
Community Unit School District #220**

By: _____
Its President

Date: _____

Attest:

By: _____
Its _____

**Rochelle Community Consolidated
School District #231**

By: _____
Its President

Date: _____

Attest:

By: _____
Its _____

