

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE KENDALL COUNTY COMMUNITY FOOD PANTRY  
AND OSWEGO COMMUNITY UNIT SCHOOL DISTRICT 308;  
SATELLITE AGREEMENT**

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**THIS AGREEMENT**, made and entered into this 12<sup>th</sup> day of September, 2022, by and between THE KENDALL COUNTY COMMUNITY FOOD PANTRY of Kendall County, Illinois, (hereinafter referred to as "KCCFP") and OSWEGO COMMUNITY UNIT SCHOOL DISTRICT 308 of Oswego, Illinois, (hereinafter referred to as "District") (each an individual "Party" and collectively the "Parties").

**RECITALS**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government, to contract to exercise, combine, or transfer any power or function not prohibited to them by law or ordinance;

**WHEREAS**, the Intergovernmental Cooperation Act (5 ILCS 220 1 et seq.) authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings;

**WHEREAS**, the "Intergovernmental Cooperation Act" (5 ILCS 220 1 et seq.) provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

**WHEREAS**, Section 5 of the Intergovernmental Cooperation Act" (5 ILCS 220 5) provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to contract;

**WHEREAS**, the Parties hereto are units of local government as defined by the Constitution of the State of Illinois, 1970, Article V II, Section 10, and the Intergovernmental Cooperation Act;

**WHEREAS**, in response to the need for food pantry access for residents of the District's community, KCCFP and District have expressed the desire to collaborate to establish a regularly scheduled food pantry operation in Oswego, Illinois;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises herein contained, the sufficiency of which is acknowledged to be adequate, the Parties agree as follows:

## **1. General Terms:**

- a. KCCFP will undertake the costs of acquiring, handling, and delivering food pantry items on a best-efforts and as-available basis, and the District will supply the facility commonly known as O3C- 61 Franklin Street (the "Oswego Satellite" location), and coordinate volunteer workers.
- b. This Agreement is contingent upon the Oswego Satellite becoming an authorized Alternate Food Distribution Site by the Northern Illinois Food Bank ("NIFB") under a modification to the existing KCCFP/NIFB agreement.
- c. The Oswego Satellite will be in operation one Friday per month, beginning Friday, October 2, 2020. As experience and circumstances dictate, times and frequency may be changed by the Leadership Team and mutual agreement of the two organizations.
- d. The Oswego Satellite will present a subset of the items offered in the KCCFP main facility, initially distributing frozen meats, canned goods, bread, and fresh fruits and vegetables, all on an as-available basis.
- e. The Term of this Agreement shall be one (1) year beginning on the Effective Date and may be further extended in one-year increments upon written agreement between both Parties.
- f. Each client (household receiving assistance) must be registered within the KCCFP's client management system and present their barcoded ID Card on each visit. New clients will supply basic demographic data and complete a client registration form.
- g. A Leadership Team, consisting of at least one member from KCCFP and at least one member from the District, each with decision-making power, shall be created as a management team for the operations at the Oswego Satellite. Any decisions made by the Leadership Team can be reviewed and modified by either KCCFP or the District. The Leadership Team will identify a Public Information Officer and each organization will submit for approval and coordinate its messaging regarding the Oswego Satellite through the Public Information Officer.
- h. The Parties agree that the Oswego Satellite will only be used for purposes specifically stated in this Agreement.
- i. In the event that there is not a sufficient number of volunteers on site for a scheduled operation day at the Oswego Satellite, the Parties agree that the Oswego Satellite will either: (i) cancel that month's scheduled operation date; or (ii) KCCFP will supply any necessary volunteers to remain operational.

## **2. District's Obligations:**

- a. Designate spaces and process procedures for Volunteer and Client parking, traffic flow, food distribution, and food storage between distribution days, including unencumbered access to these areas by designated authorized KCCFP personnel.
- b. Undertake the costs for preparation, maintenance, and any needed repairs of designated spaces, and electric connections and continuous power for refrigeration units as mutually agreed, during and between food distribution days.
- c. Conduct and fund any background checks desired needed for people working in their buildings.
- d. Insure the facilities and the operation, listing KCCFP as an additional insured as it relates to the operation of a food pantry.
- e. Supply one or more Volunteer Coordinator(s) to recruit and organize volunteers for parking log guides, food and site preparation, food distribution, and cleanup, each food distribution day. The Volunteer Coordinator(s) will also oversee and coordinate the Volunteer Registration process, ensuring all volunteers are registered prior to working in the pantry.
- f. Supply licensed, capable drivers/loaders, to conduct the Friday food logistics including tasks such as food rescue from local grocery retailer(s), returning to pantry, and reorganize the truck for delivery to Oswego Pantry. KFFCP's truck and loading equipment may be utilized for these operations if needed.

## **3. KCCFP's Obligations:**

- a. Undertake the costs of acquiring, handling, and delivering food pantry items on a best-efforts and as-available basis.
- b. Fund and supply shelving, signage, freezers, refrigerators, and other equipment and fixtures, in order to conduct effective pantry operations during and between food distribution days. All equipment, fixtures, etc., supplied by the KCCFP will remain the property of KCCFP.
- c. Supply a client Registration system, computers, bar code readers, ID badge cameras, ID badge printer, and other technology as needed, in order to conduct operations in an effective and efficient manner.
- d. Supply Client Registration system training or a suitable number of Oswego Satellite leaders, in the weeks immediately prior to opening day of the Oswego Satellite.

- e. Undertake the costs to supply durable, easy to read and identify, Volunteer Badges for each Volunteer. Both Temporary and Permanent badges will be devised to assure rapid and accurate Volunteer registration and confirmation/identification.
- f. Assume responsibility for authorizing the Oswego Satellite as an Alternate Food Distribution Site by the NIFB. KCCFP will provide written notice of this authorization to the District.

#### **4. Miscellaneous:**

- a. Throughout the entire duration of this Agreement, and specifically including but not limited to any occurrence where KCCFP is operating on the premises of District property, KCCFP acknowledges that any associated employee and or volunteer must abide by the rules and policies of the District.
- b. To the fullest extent permitted by law KCCFP shall indemnify, keep and save harmless the District Board, their agents, officials and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgements, costs and expenses arising from or related to any act, negligence or omission of the KCCFP or its employees and or volunteers in performing under this agreement, and the KCCFP shall, at its own expense, appear, defend and pay all charges of attorneys costs and any other expenses arising there from or incurred against the District in any such action, except to the extent caused by any gross negligence of the District or its agents, employees or volunteers.
- c. To the fullest extent permitted by law the District shall indemnify, keep and save harmless KCCFP, their agents, officials and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgements, costs and expenses arising from or related to any act, negligence or omission of the District or its employees and or volunteers in performing under this agreement, and the District shall, at its own expense, appear, defend and pay all charges of attorneys costs and any other expenses arising there from or incurred against the KCCFP in any such action, except to the extent caused by any gross negligence of the KCCFP or its agents, employees or volunteers.
- d. This Agreement shall be governed by the laws of the State of Illinois. All references in this Agreement to the "state" shall mean the State of Illinois. All regulations, laws and requirements of the state shall mean the regulations, laws, or requirements of the State of Illinois.
- e. Both Parties warrant that they are properly authorized to enter into this Agreement.

- f. In the event any provision specified herein is held or determined by a Court of competent jurisdiction to be illegal, void, or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.
- g. Either party may terminate this Agreement by providing written notice to the other party, 30 days in advance of the termination, with notice sent to the following addresses:  
  
Kendall County Community Food Pantry  
208 Beaver St., Yorkville, IL 60560  
  
Community Unit School District 308  
4175 Route 71, Oswego, IL 60543
- h. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.
- i. This Agreement represents the entire Agreement of the Parties hereto and no other warranties, inducements, considerations, promises or interpretations shall be implied or impressed upon this Agreement.
- J. The District acknowledges and agrees not to disclose the confidential information related to the client or client management system except to the extent required by law or as necessary in a legal matter.

**[Remainder of page intentionally left blank; Signature page to follow]**

IN WITNESS WHEREOF, the respective Parties have caused this Agreement to be assigned and attested by their duly authorized representative the day and year first above written.

OSWEGO COMMUNITY UNIT  
SCHOOL DISTRICT 308

KENDALL COUNTY COMMUNITY  
FOOD PANTRY

\_\_\_\_\_  
School Board President

\_\_\_\_\_  
KCCFP Board Chairman

\_\_\_\_\_  
School Board Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date