

RESOLUTION 36-1

WHEREAS, starting in 2022, Sangamon County began working with the Community Foundation for the Land of Lincoln on its Next10 goal to enhance the Urban-Rural connection; and

WHEREAS, Sangamon County with the Community Foundation for the Land of Lincoln hired Beyond Green Partners (BGP) in 2022 to conduct an assessment report to study how to build a foundation for a long lasting local food system in Sangamon County

WHEREAS, the first recommendation in the report was to identify pilot institutions in the region to secure early buy-in and support for the initiative and ensure consistent demand for local growers and producers; and

WHEREAS, Sangamon County communicated with school superintendents through the Sangamon-Menard Regional Office of Education to discuss the Farm to School opportunities and offer to fund some preliminary assessments and training programs;

WHEREAS, Sangamon County funded an assessment and three-year pilot training program with Pawnee CUSD #11 starting in 2023 to transform its operation to a scratch cooking foodservice program with a diverse menus that uses local and fresh ingredients.

WHEREAS, Sangamon County funded an assessment and two-year pilot training program at Illinois Presbyterian Home beginning in August 2024 where the learnings can be shared with other entities that are interested in funding their own projects in the future.

WHEREAS, Pleasant Plains Community Unit School District #8 is interested in serving more scratch-cooked, local food to its students and would like to participate in the pilot program;

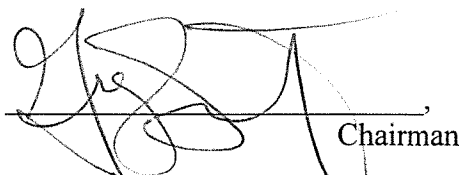
NOW THEREFORE BE IT RESOLVED, that the Sangamon County Board, in session this 10th day of December, 2024, does hereby authorize the Sangamon County Administrator to execute the attached contract with Sustainable Food Institute of America (SFIA) for a 2-year pilot program at Pleasant Plains Community Unit School District #8 for an amount not to exceed \$100,000 for the training program.

Chairman, Sangamon County Board

ATTEST:

County Clerk

Approved by the Finance Committee November 26, 2024



Chairman

FILED

NOV 27 2024


Sangamon County Clerk

Service Agreement

This Service Agreement ("Agreement") is effective as of the _____, by and between Sangamon County, 200 S. 9th Street, Springfield, Illinois ("Client") and Sustainable Food Institute of America, with a place of business at 1640 W Hubbard St, Suite G, Chicago, Illinois 60622 ("Consultant"). Client and Consultant are collectively referred to as "the parties."

Recitals

- A. Client is a county in Central Illinois.
- B. Consultant is an Illinois based 501c3 committed to creating positive outcomes for people, planet, and profit through change in institutional kitchens by working with clients to design, implement, and monitor sustainable strategies.
- C. Client wishes to procure the services of Consultant for a 2-year foodservice project focused on scratch-cooking and local food procurement at Pleasant Plains Community Unit School District #8.

Agreement

The parties agree as follows:

Section 1. Schedule. Exact dates to be determined for on-site visits.

Section 2. Compensation. Client shall compensate Consultant the fees as outlined below. Fees will be invoiced per the "Billing Schedule" (below) and due within 30 days of Client's receipt of an invoice.

Service	Cost	Billing Schedule
Year 1 Phase 1: Strategy & Planning Phase 2: Implementation	\$70,000	\$40,000 billed in May 2025 \$30,000 billed in November 2025
Year 2 Phase 3: Third Party Monitoring	\$30,000	\$20,000 billed in May 2026 \$10,000 billed in November 2026
Total	\$100,000	

This fee considers only what is detailed in the proposal. If the scope of services detailed in that section materially changes, Consultant will advise Client and an additional or modified scope of work will be identified and, if Client approves of the suggested charges identified, the additional work will be billed on an hourly basis at the following rates:

Senior Consultant	\$225/hr
Data Manager	\$105/hr
Chef Trainer	\$105/hr

Section 3. Scope of Services. Consultant shall provide consulting services set forth in the proposal attached hereto.

Section 4. Proprietary Information.

1. Consultant documents and materials provided to Client that Consultant communicates to Client in writing as constituting proprietary information shall remain the intellectual property of Consultant and will not be disseminated by Client without the prior written approval and consent of Consultant.
2. Consultant shall not disseminate the intellectual property of Client without the prior written approval and consent of Client.

Section 5. Publicity. Consultant must first seek and obtain the approval of Client prior to the public dissemination of any information related to Client or the Agreement between Client and Consultant. The failure of Consultant to obtain approval prior to public dissemination of any information related to Client shall be remedied in the following manner: 1) At the request of Client, Consultant shall make best efforts to recover and destroy any publication materials distributed and prevent further publication of the information distributed without approval, 2) At the request of Client, terminate this contract. Client's request of the remedies available under this section shall not waive any right or remedy available to Client by law.

Section 6. Amendments/Termination. Within thirty days of Client's receipt of the Assessment Report (prepared by Consultant under separate contract with Client) concerning Pleasant Plains CUSD#8 current cafeteria processes, the Client may terminate this agreement, with or without cause, and, if this Agreement is so terminated, the Consultant should be entitled to no compensation under this agreement. Any amendments to this Agreement must be in writing, signed by each party.

Section 7. General Agreement Terms

1. No provision of this Agreement shall be assigned or subcontracted without prior written consent of the other party.
2. This Agreement, which includes the Proposal attached hereto, constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior discussions, agreements and representations, whether oral or written and whether or not executed by Client and Consultant.
3. If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.
4. The headings and section titles in the Contract shall not be deemed part thereof or be taken into

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consideration in the interpretation or construction thereof.

5. Any notices required to be sent hereunder shall be sent to the respective parties at the following addresses:

If to Sustainable Food Institute of America:
Sustainable Food Institute of America
1640 W Hubbard St, Suite G
Chicago, IL 60622

If to Client:
Sangamon County
200 S 9th Street
Springfield, IL 62701

Section 8. Confidential Information. "Confidential Information" means all information concerning the business and affairs of Consultant, including, but not limited to, any and all proprietary information, trade secrets, product specifications, data, know how, formulae, processes, designs, business or financial plans or strategies, sketches, photographs, samples, inventories, past, current and planned research and development, current and planned distribution methods and processes, computer software and database technologies and code, systems, structures and architectures, policies and procedures; concepts; tools; techniques; contracts; business records; trade secrets; marketing information and plans; demographic information; financial and accounting data and projections; pricing data; sales; costs; employees; vendors; suppliers; expansion plans; lawsuits and/or claims; management philosophy; and customer lists; in each case whether furnished or learned before or after the date hereof, whether oral, written or electronic, and regardless of the manner or form in which it is furnished and learned.

Confidential Information does not include information that (i) was available to the public prior to the time of its disclosure to Client; (ii) becomes available to the public through no act or omission of Client (iii) was in Client's possession and obtained by Client on a nonconfidential basis prior to its disclosure by Consultant or an agent or representative thereof; or (iv) is independently developed by Client without reference to or use of the information of Consultant.

Client agrees to (i) hold Confidential Information of Consultant in confidence and refrain from disclosing Confidential Information of Consultant, or transmitting any documents or copies containing Confidential Information of Consultant, to any person or entity except as required to complete the services under the terms of this Agreement; (ii) use the Confidential Information of Consultant solely for the purpose of assisting Client in establishing a sustainability program and consulting on matters associated therewith; and (iii) refrain from disclosing any Confidential Information of Consultant; except that Client may disclose Confidential Information of Consultant to the Client's affiliates and its directors, officers, employees, agents and representatives (including, without limitation, financial advisors, outside attorneys, accountants and consultants) (collectively the "Representatives") who both (i) need to know such Confidential Information in order to assist Client in effectuating the services outlined herein and (ii) are clearly informed by Client of the confidential nature of such information and are directed by Client to treat such information with the utmost confidentiality; provided, however, that Client shall be legally responsible for any of its Representatives' use or disclosure of Confidential Information of Consultant that would have violated any restriction or covenant of this Agreement if such use or disclosure had occurred by Client itself. Client shall take reasonable measures to protect the secrecy of and avoid

disclosure or use of Confidential Information of Consultant in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such Confidential Information, which measures shall include the highest degree of care that Client utilizes to protect its own confidential information, but in no event less than reasonable care.

Client agrees to notify Consultant promptly in writing of any misuse or misappropriation of Confidential Information of Consultant which may come to Client's attention.

Client's Disclosure of any Consultant information, including confidential information, pursuant to law requiring such disclosure (e.g. FOIA), shall not constitute a breach of the contract.

It is understood that the Confidential Information disclosed by Consultant is special, unique and of extraordinary character. It is specifically understood and agreed that any disclosure of the Confidential Information without the prior approval of Consultant is likely to result in irreparable injury to Consultant and that the remedy at law alone will be an inadequate remedy for such breach, and that, in the event of Client's breach or threatened breach of any of its confidentiality obligations under this Agreement, Consultant has the right to (i) demand the immediate return of all of its Confidential Information, (ii) recover its actual damages incurred by reason of such actual or threatened breach, including but not limited to its attorneys' fees and costs of suit, (iii) without the necessity of proving actual damages, obtain temporary and/or permanent injunctive relief to prevent such (or further) breach or to otherwise specifically enforce the terms of this Agreement, in which case, in either event, no bond shall be required, and (iv) pursue any other remedy available at law or in equity.

This Agreement is signed and adopted this _____ (date).

Sangamon County	Sustainable Food Institute of America
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

36-7

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- B. Consultant is an Illinois based 501c3 committed to creating positive outcomes for people, planet, and profit through change in institutional kitchens by working with clients to design, implement, and monitor sustainable strategies.
- C. Client wishes to procure the services of Consultant for a 2-year foodservice project focused on scratch-cooking and local food procurement at Pleasant Plains Community Unit School District #8.

Execution

The following Agreement shall only be executed if the parties agree to proceed with a 2-year foodservice project upon completion of the Foodservice Assessment contract.

Agreement

The parties agree as follows:

Section 1. Schedule. Exact dates to be determined for on-site visits.

Section 2. Compensation. Client shall compensate Consultant the fees as outlined below. Fees will be invoiced per the "Billing Schedule" (below) and due within 30 days of Client's receipt of an invoice.

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1. No provision of this Agreement shall be assigned or subcontracted without prior written consent of the other party.
2. This Agreement, which includes the Proposal attached hereto, constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior discussions, agreements and representations, whether oral or written and whether or not executed by Client and Consultant.
3. If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.
4. The headings and section titles in the Contract shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof.

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This Agreement is signed and adopted this _____ (date).

<p>Sangamon County</p> <p>Signature:</p> <p>Name:</p> <p>Title:</p> <p>Date:</p>	<p>Sustainable Food Institute of America</p> <p>Signature:</p> <p>Name:</p> <p>Title:</p> <p>Date:</p>
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