

**Joint Powers Agreement for Food Services
Between Independent School District No. 834 - Stillwater
and Independent School District No. 832 - Mahtomedi**

THIS AGREEMENT, is made and entered into by and between Independent School District No. 832, Mahtomedi Public Schools, "Contractor" and Independent School District No. 834, Stillwater Area Public Schools, "Provider."

WHEREAS, the parties to this Agreement desire to make available to each party the administrative and financial benefits of cooperative purchasing and selling with respect to common items or services used by the parties; and

WHEREAS, the parties to this Agreement wish to combine their purchasing powers in order to secure the most favorable terms and conditions on the purchase of equipment, materials, services and supplies;

WHEREAS, the parties to this Agreement desire to enter into a Joint Powers Agreement to facilitate the purchase of goods and services as described below, pursuant to Minn. Stat. § 471.59, as amended, which authorizes political subdivisions to enter into an agreement to exercise jointly the governmental powers and functions each has individually

THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be mutually bound hereby, it is hereby agreed, by and between the parties hereto as follows:

1. Scope of Contract

Provider shall perform consulting, management and food services operations for the Contractor. Provider shall comply with the applicable provisions of the National School Lunch Act, and United States Department of Agriculture ("USDA") regulations set forth in 7 C.F.R. § 210, and all other applicable laws, rules and regulations of federal, state and local authorities.

2. Food Service

A. Provider shall serve, on such days and at such times as requested by the District:

- a) Lunches which meet the requirements prescribed by the USDA and which provide the daily nutritional and calorie needs of children from elementary to high school age;
- b) Milk; and
- c) Such other food as may be agreed upon by the parties.

B. Provider shall cooperate with Contractor in promoting nutrition education aspects of the food service operation, in the Contractor's efforts to coordinate those aspects with classroom instruction at all student levels, and in providing nutrition education materials to classes as requested by Contractor.

C. The food service facilities shall be available at all hours for social or school events as required by Contractor; provided, however, that Contractor shall not use or allow the food service facilities to be used in such a manner or at such hours so as to impede or interfere with Provider's ability to perform its obligations hereunder.

D. Contractor shall prepare any notice to parents or guardians containing the eligibility guidelines for federal free and reduced priced meal programs, as well as a description of how the anonymity of the students receiving meals under the programs shall be protected. Contractor shall retain signature authority on the State Agency School Authority application agreement(s), free and reduced price policy statement and the claims for reimbursement.

3. Facilities and Equipment

A. Contractor shall make available to Provider all facilities required for operation of the food service, completely equipped and ready to operate. Contractor retains ownership of all such facilities, including any kitchen equipment and small wares.

B. Contractor shall make all equipment repairs and replacements and shall furnish equipment maintenance service for the premises utilized under this Agreement.

C. Provider shall be responsible for the care and cleaning of all equipment and the food preparation, storage and service counter areas to the satisfaction of the Contractor. Following meal service, the cleaning of the dining area, tables and chairs, and cleaning walls, floors, windows, and lights fixtures, shall be the responsibility of the Contractor.

D. Provider shall be responsible for the sanitary handling of garbage and trash as necessary for the food service operations and placement of trash in the building to a location designated by Contractor. Contractor shall be responsible for the removal of trash and garbage from the school building sites.

4. Health Certification

Provider shall comply with all federal, state and local laws and regulations governing the preparation, handling and serving of food, and shall procure on behalf of Contractor and keep in effect all licenses, permits and food handlers' cards as are required by law and shall comply with any posting requirements. Provider shall pay for all such required licenses, permits, food handlers' cards and health certifications.

5. Personnel

A. Provider shall employ all necessary employees to properly staff the food service operations at Contractor's school sites. It is understood and agreed that all staff assigned by Provider to Contractor's school sites are Provider's employees and shall not, for any purposes, be considered employees of Contractor. Provider shall be responsible for hiring, firing, supervision and discipline of its employees who are assigned to the Contractor's school sites. Provider shall ensure that it meets all of its obligations to provide insurance for its employees, including but not limited to workers compensation insurance, and that any claims made by Provider's employees assigned to Contractor's school sites shall be made to Provider's insurance carriers under Provider's insurance policies.

B. Provider shall maintain an adequate supervisory staff of its employees at Contractor's school sites to assist and supervise its employees in the provision of food service under this Agreement. Provider shall provide administrative, dietetic, purchasing, and personnel advice and supervision, including an on-site manager at each school.

6. Purchasing

Provider is empowered under this Agreement to make purchases through the competitive bidding process, where the award is made to the lowest responsible bidder. When making a joint purchase, Contractor and Provider shall consult to ensure that requirements of both affected districts are included, and the specifications for the equipment, materials, services and supplies that meet the needs of both districts are included. After bids or other solicitations for joint purchases have been received by Provider, Contractor shall execute its own purchasing document with the vendor. Contractor shall make payment directly to the contract vendor according to the established procedures of Contractor. Each district shall be separately accountable for its own expenditures of public funds made hereunder. No district shall assume responsibility for the accountability of funds expended by the other district.

For the 2019-20 school year, Contractor shall purchase the food and supplies necessary for its food service operation based upon the competitive bid already accepted by Provider. Provider shall enter into an agreement with the contract vendor chosen for the 2019-20 school year to permit Contractor to purchase based upon this accepted bid from the contract vendor.

7. Term of Agreement and Disposition of Property upon Expiration of the Joint Powers Agreement

This Joint Powers Agreement shall be effective from July 1, 2019 through June 30, 2020, with the option to renew the Agreement for two successive one-year terms. Each option to renew may be exercised by written notice to Provider by May 1 of the initial contract term or the renewal term. The parties agree that they shall work cooperatively and jointly to resolve any issues which arise during the performance of this Agreement. The parties further agree that any changes made to the Agreement shall be documented in writing. Upon expiration of the Agreement, any supplies or property acquired by Contractor as a result of the Joint Powers Agreement shall remain the property of Contractor.

8. Contractor shall pay Provider an annual administrative fee of One Hundred Five Thousand Dollars (\$105,000.00) distributed equally in ten (10) installments (September through June), within ten (10) days after receipt of an invoice from Provider. This fee reflects the costs to Provider in operating and managing the program. In addition, Provider shall invoice Contractor for the actual costs in salaries and benefits for Provider's employees assigned to Contractor's school sites. No other costs associated with this Agreement shall be passed along to Contractor unless specifically agreed upon in writing by the parties.

9. Notices

Any notices to or communication with ISD No. 832 for purposes of this Agreement shall be sent to:

Bill Menozzi
Director of Business Services
Mahtomedi Public Schools
1520 Mahtomedi Avenue
Mahtomedi, Minnesota
55115

Any notices to or communication with ISD No. 834 for purposes of this Agreement shall be sent to:

Kristen Hoheisel
Executive Director of Finance and Operations
Stillwater Area Public Schools
1875 South Greeley Street
Stillwater, Minnesota
55082

IN WITNESS WHEREOF, ISD No. 832 and ISD No. 834 have executed this Agreement by the signatures below and have approved this Agreement by their respective school boards, on the dates written below.

_____ Date: _____
Independent School District No. 832

_____ Date: _____
Independent School District No. 834