

# SEMUPC South East Minnesota United Purchasing Coop

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## AGREEMENT OF UNDERSTANDING AND JOINT POWERS AGREEMENT

### I. PURPOSE

The purpose of this agreement is to establish a method by which participating districts may join together in cooperative purchasing and to ensure the commitment of each participating district. Further, this agreement shall provide an understanding of the contracting process and the responsibilities of the participants.

### II. MISSION AND GOALS

#### A. Mission Statement

The mission of SEMUPC is to provide value via reduced costs and improved services to its participating districts through voluntary purchasing of food and supplies.

#### B. Goals

- Maximize cost savings and reduce administrative costs
- Standardize specifications and consolidate requirements to encourage product availability and market competition
- Develop quality assurance standards
- Ensure quality distribution of food and supplies to contract participants.

### III. AUTHORIZATION

By executing this agreement, each participating district is certifying that it is authorized to enter into this agreement pursuant to applicable laws, rules and regulations. The designated individual executing this agreement certifies that he or she has the authority to represent his or her district and is authorized to commit his or her district on matters related to the business of SEMUPC.

### IV. ORGANIZATION AND OPERATION

#### A. Membership and Participation

SEMUPC membership (the membership) is comprised of participating districts. Other districts may join this agreement as a Member by obtaining authority from its governing body and signing this agreement, with the concurrence of the current members. Membership must be initiated well before the beginning of the upcoming fiscal year (July).

Participation in SEMUPC is voluntary. Participation shall continue until termination occurs by the participating district or the SEMUPC membership.

## B. Organization

The SEMUPC organization shall consist of a ~~“contract administrator”~~ **Coop Facilitator** appointed from the participating members. Each district will have the opportunity to serve as the ~~“contract administrator”~~ **Coop Facilitator** ~~for a one-year term on a rotating basis.~~

## C. Business Meeting

The meeting of the representatives of the membership of SEMUPC shall be conducted on a monthly basis or on an as-needed basis as determined by the “contract administrator.” On matters brought to a vote by the “contract administrator,” each participating district present shall have equal voting rights. Voting members must possess the authority to commit the district they represent.

## V. RFP DUTIES

### A. ~~Contract Administrator~~ **Business Managers**

~~The “contract administrator,” which, on the behalf of all participating districts~~ **The Business Managers representing all participating school districts** shall:

- **With input from Food Service Directors**, develop a procurement plan, including the time schedule, specifications, use description and the preliminary solicitation/contract documents;
- Issue the solicitation for the RFP;
- Receive the RFPs;
- Coordinate any necessary solicitation evaluation;
- Issue all contract amendments or contract cancellations, if required;
- Provide copies of contract documents if requested.

### B. Participating Districts

Participating districts shall participate in the evaluation of proposals and provide recommendations for the award of the RFP.

## VI. JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT is made and entered into by and between:

- Independent School District #252 Cannon Falls
- Independent School District #533 Dover-Eyota
- Independent School District #253 Goodhue
- Independent School District #495 Grand Meadow
- Independent School District #857 Lewiston-Altura
- Independent School District #195 Randolph School District
- Independent School District #256 Red Wing
- Independent School District #239 Rushford-Peterson
- Independent School District #255 Pine Island

- Independent School District #858 St. Charles
- Independent School District #2805 Zumbrota-Mazeppa
- Cotter Schools (Winona Catholic Schools)

and pursuant to the provisions of Minnesota Statutes 471.59, as amended, which authorizes political subdivisions to enter into an agreement to exercise jointly the governmental powers and functions each has individually; and WHEREAS,

- Independent School District #252 Cannon Falls
- Independent School District #533 Dover-Eyota
- Independent School District #253 Goodhue
- Independent School District #495 Grand Meadow
- Independent School District #857 Lewiston-Altura
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- Independent School District #256 Red Wing
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- Independent School District #255 Pine Island
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desire to make available to each party the administrative and financial benefits of cooperative purchasing with respect to common items used by the parties; and WHEREAS

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wish to combine their purchasing powers in order to secure the most favorable terms and conditions on the purchase of food, and supplies; THEREFORE, in instances where the parties agree it would be mutually advantageous, it is hereby agreed, by and between the parties hereto as follows: 1. After RFP's for joint purchases have been received by the designated district and a contract awarded to the most responsive bidder by the issuing party, each party to this agreement shall execute its own purchasing document with the contract vendor. 2. Each party shall be separately accountable for its own expenditures of public funds made hereunder. 3. None of the parties shall assume any responsibility for the accountability of funds expended by the other. 4. As mutually agreed upon, the parties may share the costs associated with the shared bidding process. 5. This agreement shall be in effect until rescinded by any party.

IN WITNESS WHEREOF,

- Independent School District #252 Cannon Falls
- Independent School District #533 Dover-Eyota
- Independent School District #253 Goodhue
- Independent School District #495 Grand Meadow
- Independent School District #857 Lewiston-Altura
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- Cotter Schools (Winona Catholic Schools)

Have executed this agreement to be signed and approved by the proper officers of each of the contracting parties, on the dates written below.

This Agreement has been approved and adopted by the following Members:

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Cannon Falls School District

Date

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Dover-Eyota School District

Date

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Goodhue School District

Date

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Grand Meadow School District

Date

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Lewiston – Altura School District

Date

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Randolph School District

Date

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Red Wing School District

Date

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Rushford-Peterson School District

Date

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Pine Island School District

Date

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St. Charles School District

Date

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Zumbrota-Mazeppa School District

Date

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Cotter Schools (Winona Catholic Schools)

Date

Updated 5-20-22