JOINT POWERS AGREEMENT

FOR

SCHOOL FOOD PROCUREMENT

This Agreement is between Independent School District No. 831, Forest Lake Area Schools, Independent School District No. 12, Centennial, Independent School District No. 2144, Chisago, and Independent School District No. 14, Fridley Public Schools (collectively, the Districts).

Recitals

1. The Districts seek to obtain quotes from prospective food distributors to provide commercial food products and related food service goods for their respective schools. By joining together in the procurement process, the Districts hope to obtain beneficial volume pricing. Based on the quotes received and subsequent negotiations, the Districts will choose a food distributor (the Prime Vendor) with which to contract for the 2027-2028 school year, with up to four one-year renewals.
2. On behalf of the Districts, ISD 831 is willing to undertake the Request for Quotes process and negotiate the quotes received, with input from ISD 12, ISD 2144 and ISD 14. The Request for Quotes will provide the necessary information for all four Districts to obtain the best pricing.
3. Following selection of the Prime Vendor, each District will be responsible for its own orders and work directly with the Prime Vendor on all issues relating to the products and services purchased.

Agreement

1. **Enabling Authority and Purpose.**
    a. Minnesota Statutes § 471.59 provides that two or more governmental units may by agreement jointly exercise any power common to the contracting parties. Minnesota Statutes § 123B.52 authorizes school districts to contract with food service vendors. The signatories to this Agreement are public corporations of the State of Minnesota authorized by law to enter this Agreement.
    b. The purpose of this Agreement is to authorize ISD 831 to issue a Request for Quotes for commercial food products and related food service goods on

behalf of the Districts and negotiate a food services contract with the Prime Vendor.

2. **Term.**

   a. Effective Date: the last date executed by the parties hereto.

   b. Term: the 2027-2028 school year, subject to any renewals of the Prime Vendor agreement.

   c. Renewal of the Prime Vendor agreement: following the 2027-2028 school year, the Prime Vendor agreement may be renewed for up to four one-year renewals. Each renewal of the Prime Vendor agreement must be approved by each District authorized representative.

   d. Termination Date: the termination date of the Prime Vendor agreement.

3. **Contract Procurement.**

   a. ISD 831 shall draft a Request for Quotes for school food vendors. The RFQ shall be provided to ISD 12, ISD 2144 and ISD 14 staff for review and input and include necessary data from all Districts on which potential vendors can base their responses.

   b. ISD 831 shall issue the RFQ to potential vendors, respond to vendor questions, receive vendor quotes, and engage in negotiations with vendors as appropriate. The quotes received will be shared with the Districts for input on the quotes and negotiations.

   c. Based on the quotes received, input from the Districts, and any subsequent negotiations, ISD 831 shall award a contract to a single Prime Vendor.

   d. Each District shall have the right to order products pursuant to the Prime Vendor contract. Such orders shall be handled directly between the ordering District and the Prime Vendor. Each District is solely responsible for placing and paying for its own orders. Any disputes between a District and the Prime Vendor shall be resolved by that District.

4. **Authorized Representatives.** For purposes of approving the RFQ and providing input on the RFQ process and negotiations, ISD 12, ISD 2144 and ISD 14 authorize the following representative to act on behalf of their respective District:

   a. Tara Malinski, Food Service Director ISD 12

   b. Renee Arbogast, Food Service Director ISD 14

   c. Laura Cierzan, Food Service Director ISD 2144

5. **Assignment and Amendment.**

    a. This Agreement may not be assigned by any party without the prior written consent of all other parties.

    b. Any amendment to this Agreement must be in writing and is not effective until has been authorized and executed.

6. **Liability.** To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability during the procurement of a contract with a single Prime Vendor, all as set forth in Minnesota Statutes, Section 471.59, subd. 1a(b). Each party shall assume individual liability for any and all disputes that may arise between it and the Prime Vendor once a contract has been awarded, unless the dispute involves all four parties. Each party to this Agreement expressly declines responsibility for the acts or omissions of the other parties for purposes of Minnesota Statutes, Section 471.59, subd. 1a(b)

7. **Governing Law, Finality and Severability.**

    a. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Minnesota. Any legal proceedings taken arising out of the terms and conditions of the Agreement shall be venued in the district courts of the State of Minnesota.

    b. Severability. The provisions of this Agreement are severable. If any section, paragraph, subdivision, sentence, clause or phrase of the Agreement is held to be contrary to law, rule, or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

    c. Reservation of Authority. Nothing in this Agreement shall act as a waiver by a participating Party of its individual power and legal authority to obtain the products and services contemplated in this Agreement.

    d. Final Agreement. It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral or written agreements and negotiations between the parties relating to this subject matter.

    e. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Fully executed copies shall be provided to all Parties.

[Signature page follows.]

Independent School District No. 831

_____ Dated: _____, 2026
Board Chair

_____ Dated: _____, 2026
Board Clerk

Independent School District No. 12

_____ Dated: _____, 2026
Board Chair

_____ Dated: _____, 2026
Board Clerk

Independent School District No. 2144

_____ Dated: _____, 2026
Board Chair

_____ Dated: _____, 2026
Board Clerk

Independent School District No. 14

_____ Dated: _____, 2026
Board Chair

_____ Dated: _____, 2026
Board Clerk