

Food2School Purchasing Cooperative
INTERLOCAL COOPERATION AGREEMENT
AS AMENDED ON FEBRUARY 7, 2022.

Food2School Purchasing Cooperative

INTERLOCAL COOPERATION AGREEMENT

This INTERLOCAL AGREEMENT is made and entered into by and between the Indiana School Corporations identified in the attached Exhibit A.

WHEREAS, the Parties are required to procure certain purchases by a formal advertisement and bid (RFP) process and incur certain expenses;

WHEREAS, the Parties have determined it would be financially and administratively advantageous to cooperatively procure certain food, supplies, materials, equipment and related services; and,

WHEREAS, Indiana Code §5-22-4-7 authorizes the Parties to form a cooperative purchasing organization under Indiana Code §36-1-7-3;

WHEREAS, each Party is a duly authorized Food2School Cooperative member, adopted a resolution to join the Cooperative, and is a party to this amended Agreement; and

NOW, THEREFORE, in consideration of these premises, and the mutual promises and commitments contained herein, the Parties hereby agree as follows:

- 1. Agreement:** By this Interlocal Agreement, the Parties hereby jointly form a cooperative purchasing organization pursuant to I.C. §5-22-4-7 and I.C. §36-1-7-3, and the organization shall be known as the Food2School Purchasing Cooperative.
- 2. Duration:** This Agreement shall become effective once it is fully executed being signed and approved by the authorized representatives of each of the participating Parties. The Agreement shall remain in force until terminated according to the terms herein.
- 3. Purpose:** The Food2School Purchasing Cooperative is jointly formed to create cost and administrative savings for the Parties in their procurement and purchase of certain food, supplies, materials, equipment and related services.
- 4. Approval and Signature:** No School Corporation will be deemed a party to this Agreement until it is approved by its governing body and signed by its authorized representative. The Superintendent of each participating School Corporation shall designate a Food Service (FS) representative to the Food2School Purchasing Cooperative.
- 5. Administration:** Pursuant to §36-1-7-3 (a) (5), Northwest Allen County Schools will serve as the Lead District with the authority to administer procurement activities on behalf of the Parties.

The Lead District will receive funds generated from vendor fees negotiated with contracted vendors to carry out the functions of the Cooperative.

The Lead District has the authority to employ agents, employees, or independent contractors as necessary to carry out the functions of the Cooperative

In the event the Lead District resigns as the Lead District the Advisory Committee shall by majority vote recommend one or more candidates for Lead District, and the Parties will vote for a successor Party district as the new Lead District.

6. **Representatives:** The FS representatives from each School Corporation may be called upon to meet from time to time. The FS representatives may adopt rules to govern the operation of the Cooperative, but any decision of the FS representatives requires the affirmative majority vote of the representatives casting a vote unless otherwise provided herein. FS Representatives may participate in meetings in person, by phone, or any other electronic means permitted by the Advisory Committee.
7. **Advisory Committee:** There shall be established an Advisory Committee consisting of no less than four FS representatives chosen by and from the member FS representatives. The Advisory Committee shall meet from time to time between meetings of the FS representatives and shall assist the Lead District representative; it shall also monitor compliance with this Agreement and its purpose, evaluate and make award recommendations and, from time to time, make recommendations to the FS representatives regarding rules, membership, and such other matters as may be deemed appropriate. Members of the Advisory Committee shall hold office for a period of three (3) years. In the case of a vacancy on the Advisory Committee, the remaining members of the Advisory Committee may, by majority vote, select a member of the FS representatives to complete the unexpired term. In selecting the Advisory Committee, the FS representatives shall endeavor to seek diverse representation with respect to the interests of its member School Corporations, including, but not limited to, geographical location, anticipated quantity of purchases, and other factors as may be deemed appropriate.
8. **Termination:** Each Party shall have the right to withdraw from the Interlocal Agreement with or without cause by providing thirty (30) days written notice. The Interlocal Agreement may be terminated with a Party at any time upon the recommendation of the representative of the Lead District and the approval of the majority vote of the Advisory Committee. In the event of dissolution of the Cooperative, Parties agree that any remaining monies after all debts and obligations of the Cooperative will be refunded back to the Parties with the amount split pro-rata based on the percentage of total purchases of each Party with an active agreement.
9. **Funding and Fees:** There will be no fees charged to Parties to participate in the Interlocal Agreement. Any fees required for the administration of this agreement by the Lead District are received from vendors through a Vendor Participation Fee collected throughout the school year. All vendor discounts, credits and rebates are returned directly from vendors to the participating Parties. Business models of prospective vendors vary and may require the collection of membership or administrative fees by the vendor awarded a contract.

The Lead District shall hold any monies received from all the Cooperative activities in a separate account and shall expend such funds only pursuant to an affirmative vote of a majority of the members of the Advisory Committee based on the annual budget approved by Parties. Monies will only be used to cover the necessary expenses to maintain and implement the purpose of this Agreement.

10. Responsibilities of Food2School Cooperative Lead District:

- a. Provide for organizational and administrative structure for the procurement of food, supplies, materials, equipment and related services
- b. Provide Lead District designee contact information to all Parties.
- c. Provide support necessary for efficient operation of the Cooperative
- d. Conduct procurement that meets or exceeds all State and Federal procurement guidelines, regulations and laws.
- e. Initiate and coordinate the procurement activities and meetings required for competitive bidding and vendor award process.
- f. Evaluation and award recommendation of all procurement conducted on behalf of the Parties.
- g. Provide bid award recommendations to all Parties for approval by their local school Board of Education once approved by Lead District Board of Education.
- h. Share all necessary communication and documentation relating to procurement with Parties.
- i. Maintain books, records of account, and minutes of meetings.
- j. Maintain communication with the Indiana Department of Education and compliance with the Cooperative registration process.
- k. Serve as Treasurer of the Cooperative

11. Responsibilities of Participating School Corporations:

- a. Commit to participate in the organization by authorization of the governing body and execution by an authorized representative of the Addendum form, a copy of which is attached hereto as Exhibit B. A copy of the signed Addendum must be sent by email, fax, mail, or other suitable means to the Lead District designee by the due date.
- b. Agree to designate a Primary Food Service contact to represent the Party.
- c. Agree to cooperate with any reasonable request for information for procurement purposes.
- d. Select and agree to the bid(s) Party anticipates using during the specified school year(s) when provided. The selection of bids to participate in is seen as a commitment to purchase and will be used in the scope of bid for each appropriate bid.
- e. Purchase products and services from each vendor awarded a contract that Party has agreed to.
- f. Provide procurement input and recommendations to Lead District designee.
- g. Provide bid award recommendations to the governing body for approval. The contract awards to vendors are held independently between each Party and awarded vendor and must be approved by the Party governing body.
- h. Maintain records and exercise due diligence to assure that procurement is conducted in accordance with local, state and Federal law.
- i. Work directly with vendors for delivery, ordering, billing and any direct conflicts as a result of vendor performance. Each Party is responsible for monitoring vendor performance compliance with all contract provisions as it pertains to them.

12. New Members: An Indiana school corporation may become a party to this Agreement by resolution of its governing body agreeing to abide by the terms of this Agreement and

upon the approval of the Advisory Committee. Any transitional issues shall be handled as agreed by the entering School Corporation and the Advisory Committee.

- 13. Governing Law; Amendments:** This Agreement will be interpreted and enforced in accordance with the laws of Indiana. The Agreement constitutes the entire agreement among the parties and supersedes any prior agreement and understandings of any kind. This Agreement may only be amended by a written document signed by the governing bodies of the participating School Corporation.
- 14. Counterparts:** This Agreement may be signed in multiple original counterparts and the Lead District shall maintain a signed original of such counterparts. Copies of the signature pages of each original signed Agreement will be provided to any School Corporation upon request. The persons signing the Agreement represent that the Agreement has been approved by the School Corporation's governing body and they have the authority to sign the Agreement on behalf of that School Corporation.
- 15.** The school corporations identified and whose names appear on the attached Exhibit A have entered into this Agreement.

Exhibit A
Food2School Child Nutrition Cooperative 2022-2023 Members

Adams Central Community Schools	Mt Vernon Community Schools
Alexandria Community Schools	MSD of Steuben County
Anderson Preparatory Academy	MSD of Wabash County
Bethany Christian Schools	New Castle Schools
Bishop Dwenger High School	Northeastern Wayne Schools
Bishop Luers HS Diocese of FWSB	Northwest Allen County Schools
Blackford County Schools	Orleans Community Schools
Bloomfield School District	Paoli Community Schools
Brownsburg Community Schools	Peru Community Schools
Central Lutheran School	Portage Community Schools
CA Beard School Corporation	Queen of Peace Catholic School
Christ the King School	Redeemer Lutheran School (Kokomo)
Clay Community Schools	Rossville Consolidated Schools
Concordia Lutheran Grade School, FW	Rural Community Academy
Concordia Lutheran HS, FW	School Town of Highland
Crown Point Community Schools	Scott County School District 1
DeKalb Co. Central Schools	Scott County School District 2
Delaware Community Schools	Smith-Green Community Schools
Delphi Community Schools	South Madison Schools
East Allen County Schools	Southwestern Jefferson Consolidated
East Noble Schools	St Charles Borromeo FW
Emmanuel St Michael LCMS	St Elizabeth Ann Seton Catholic
Enlace Academy	St John the Baptist Catholic
FBC Ministries Hammond City Baptist	St Joseph Catholic School Brooklyn
Frankton-Lapel Com Schools	St Joseph High School SB
Garrett-Keyser-Butler Schools	St Lawrence Catholic School
Hamilton Heights Schools	St Louis Besancon Academy
Hamilton Community Schools	St Mary of the Assumption
Him By Her Collegiate School of Arts	St Michael Lutheran
Holy Cross Lutheran	St Paul 's Lutheran - Ft Wayne
Holy Family School	St Rose of Lima Franklin
Holy Rosary School	St Rose of Lima Monroeville
Huntington Co. Community Schools	St Vincent De Paul Catholic
Inspire Academy	Suburban Bethlehem Lutheran
Kankakee Valley School Corporation	Switzerland County Schools
Lake Central Schools	Taylor Community Schools
Lawrence Co Independent Schools	Tri-Central Community Schools
Liberty Perry Schools	Tri-County Schools
Lutheran South Unity	Valparaiso Schools
Maconaquah Schools	Wabash City Schools & St. Bernard
Manchester Community Schools	Warsaw Community Schools
Marian High School	West Noble School Corporation
Merrillville Community Schools	Wes-Del Community Schools
Mississinewa School Corporation	Western Boone School Corp
	White River Valley Schools
	Whitley County Consolidated Schools
	Wyneken Memorial Lutheran
	Yorktown Community Schools

EXHIBIT B
ADDENDUM TO THE FOOD2SCHOOL
PURCHASING COOPERATIVE INTERLOCAL
AGREEMENT

The undersigned Indiana public school corporation agrees to participate in the joint program known as the Food2School Purchasing Cooperative (F2S) and created by the Food2School Purchasing Cooperative Interlocal Cooperative Agreement, as amended, a copy of which is attached hereto, in connection with its future purchases of food, and related supplies, materials, equipment, and services. A separate Bid Participation Agreement will be sent annually to each Party to designate the specific bids to participate in and may be signed by the Authorized Food Service representative of each Party. The undersigned agrees to be bound by all the terms and provisions of that Agreement and with the rules and procedures of F2S, as amended from time to time. It is understood that the undersigned will not be entitled to participate in nor will it receive the benefits of purchases made by or through F2S prior to the effective date of this Addendum. The undersigned represents that it has taken all action and executed all documents necessary to participate in the F2S, including adoption of a resolution approved by its Board of Trustees.

Dated: March 16, 2022

Mt. Vernon Community School Corporation
(Name of school corporation)

By: Doris Johnson
Name of authorized agent

Director of Food & Nutrition Services
Title of authorized agent

Name of Primary Food Service contact, if different: _____

APPROVAL

On behalf of the Food2School Purchasing Cooperative (F2S), the undersigned acknowledges that the request of the above-named school corporation to join the F2S has been approved in accordance with the applicable rules and procedures of the FS and is admitted as a member of FS as of the effective date referred to above. This Addendum is to be effective as of the ____ day of _____, 20__.

Northwest Allen County Schools
(Administrative Agent of F2S)

By: _____
Leeanne Koeneman

Email a signed copy of this Addendum to leeanne.koeneman@nacs.k12.in.us