

IMPERIAL COUNTY SCHOOL FOOD SERVICE COOPERATIVE MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the member agencies of the Imperial County School Food Service Cooperative to include Calexico Unified School District, Calipatria Unified School District, Central Union High School District, El Centro Elementary School District, Heber Elementary School District, Holtville Unified School District, Imperial Unified School District, Meadows Union Elementary School District, Seeley Union School District, Westmorland Union School District, Mc Cabe Union School District, and Imperial County Probation Department – Juvenile Hall hereinafter referred to as MEMBER AGENCY(IES). This MEMORANDUM OF UNDERSTANDING addresses group purchasing issues hereinafter referred to as COOPERATIVE PURCHASE.

I. STATEMENT OF MUTUAL BENEFIT AND INTERESTS

The MEMBER AGENCIES recognize that it is mutually beneficial to collectively purchase certain high volume items used in the school food service programs in order to secure the best price available. The MEMBER AGENCIES also recognize that committing to purchase certain high volume items collectively increases the likelihood that a larger variety of commonly used items will be readily available.

II. PURPOSE

The purpose of this MEMORANDUM OF UNDERSTANDING is:

- a) To establish the terms and conditions for participation in the COOPERATIVE PURCHASE
- b) To declare in writing each MEMBER AGENCY'S commitment to participate in good faith abiding by ALL of the conditions listed herein
- c) To establish practices and procedures that will foster a professional and mutually beneficial relationship between each MEMBER AGENCY and the participating vendors

III. CONDITIONS OF PARTICIPATION

Each MEMBER AGENCY agrees to submit estimated quantities during the bid cycle for each item to be included on the bid by a date established at a regularly scheduled monthly Cooperative meeting. This established date will provide for no less than ten (10) business days to submit estimated quantities.

Each MEMBER AGENCY agrees that failure to submit estimated quantities by the established deadline will preclude participation in the COOPERATIVE PURCHASE for one (1) bid cycle which is a twelve (12) month period.

Each MEMBER AGENCY agrees that the estimated quantities are listed as "estimates only" within the bid documents however it is expressly understood and agreed upon that each MEMBER AGENCY will purchase at a minimum the quantities as estimated.

A bid schedule will be agreed upon by the majority of the MEMBER AGENCIES and will include one (1) mandatory attendance meeting. The date for the mandatory attendance meeting will be established and noticed no less than ninety (90) days prior to the scheduled meeting. Each MEMBER AGENCY agrees that the Food Service Director, Assistant Food Service Director or Business Manager will attend the one (1) mandatory meeting. It is expressly understood that attendance by a staff member other than the three positions listed herein will not meet the mandatory attendance requirement. Failure to meet the mandatory meeting requirement will preclude participation in the COOPERATIVE PURCHASE for one (1) bid cycle which is a twelve (12) month period.

IV. COMMITMENT TO PURCHASE

Recognizing that the vendors base their pricing on the estimates submitted by the MEMBER AGENCIES, each MEMBER AGENCY agrees to:

- a) Always purchase bid items as awarded exclusively from the vendor to which the item was awarded
- b) Always purchase, at a minimum, the amount estimated for each item as submitted on the bid document.
- c) Never circumvent the good faith agreement to purchase the estimated quantities by purchasing items "slightly" different from an item as awarded.

V. EVIDENCE OF COMPLIANCE

In the event a vendor challenges a MEMBER AGENCY for not purchasing bid items as awarded exclusively from the vendor to which the item was awarded, the MEMBER AGENCY must submit to the Cooperative invoice documentation to support that the MEMBER AGENCY is on schedule to purchase the minimum amounts as estimated and submitted with the bid documents. Failure to produce such documentation will preclude participation for one (1) bid cycle which is a twelve (12) month period.

VI. TERM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING shall be effective upon the date of signature for each MEMBER AGENCY and shall continue unless terminated by any MEMBER AGENCY in writing. This MEMORANDUM OF UNDERSTANDING will be reviewed annually, and may be amended by agreement of the majority of the MEMBER AGENCIES.

VII. SIGNATURES

Gilbert Venegas
Director, Calexico Unified School District

Cesar L. Vega
Asst. Superintendent of Business Services

Amanda Pitones
Director, Calipatria Unified School District

Angelita V. Ortiz
Asst. Superintendent of Business Services

Erika Allen
Director, Central Union High School District

Date

Arnold Preciado
Director, Business and Support Services

Molly Diaz
Director, El Centro Elementary School District

Kristy Curry
Asst. Superintendent of Business Services

Anel Navarro Date
Director, Heber Elementary School District

David Ostermann
Director of Fiscal Services

Lucy Chabolla
Director, Holtville Unified School District

John Paul Wells
Asst. Superintendent

Anita Olivos
Director, Imperial Unified School District

Bryan Thomason
Superintendent

Vanessa Diaz Date
Director, Meadows Union School District

Keila Rodriguez
Superintendent

Trina Hutchinson
Director, Westmorland Union School District

Date

Mona Smith
Chief Business Official

Miguel Marquez Date _____
Director, Seeley Union School District

Lola Larios
Chief Business Official

Dan Prince, Chief Probation Officer Date
Imperial County Probation Department

Debbie Angulo
Business Manager

Cindy Worthington _____ Date _____
Manager, Mc Cabe Union School District

Liz Goff
Chief Business Official