

Legal Committee Meeting
Wednesday, April 8, 2020 2:00 PM
Zoom
6949 South 110th Street
LaVista, NE 68128

1. Call to Order
Committee Chair
2. Roll Call
Committee Chair
3. Agenda Item
Committee Chair
 1. COOP
Committee Chair
 1. Coop Strategic Plan
Committee Chair
 2. Cleaning Supplies
Executive Director
 3. Coop Contracts
Committee Chair
 1. Approve Interlocal with Village of Bertrand
Committee Chair
 4. Staff Written Reports
Committee Chair
 1. Peterson Report
Committee Chair
 1. Annual/Paper Buy
Committee Chair
 2. Specials Buys
Committee Chair
 3. AEPA
Committee Chair
 2. Colleen Lentz (Data)
Colleen Lentz
 2. Legislative Updates
Committee Chair
 1. Bromm's Updates
Curt and Jason Bromm
 3. Policies and Procedures
Committee Chair
 1. Recommend Approval Article 5 Section of Policy Updates
Committee Chair
4. Next Meetings Agenda Items
Committee Chair

5. Adjournment
Committee Chair

INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC/GOVERNMENTAL PURCHASING

This Interlocal Agreement ("Agreement") is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827 ("Act"), between the Educational Service Unit Coordinating Council, commonly known as ESUCC ("ESUCC"), and Village of Beetzard, commonly known as Beetzard. The parties are referred to collectively as "Agencies."

WHEREAS, the Act, provides that two or more public agencies may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, each entity is a "public agency" pursuant to NEB. REV. STAT. § 13-803(2), as amended;

WHEREAS, the ESUCC and Beetzard desire to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

WHEREAS, each party agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider;

WHEREAS, the Agencies desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Agencies;

WHEREAS, the ESUCC will provide organizational and administrative structure for sourcing/bidding; provide marketing of Nebraska ESUCC Cooperative Purchasing to expand membership, awarded contracts, and commodity categories; and provide members with current awarded vendor contracts, instructions for obtaining quotes

and ordering procedures;

WHEREAS, Beetzard commits to participate in the Nebraska ESUCC Cooperative Purchasing program by purchasing goods and services from awarded contracts when in the best interest of the entity and to pay awarded vendors in a timely manner per the Terms & Conditions of the contract for all goods and services received and

WHEREAS, the Agencies have passed resolutions authorizing each Agency to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

2. No Separate Legal Entity. This Agreement does not establish a separate legal or joint entity.

3. Purpose. The purposes of this Agreement are as provided in the Recitals and paragraph 6.

4. Term. This Agreement shall remain in full force and effect until terminated or modified by mutual agreement of the parties.

5. Administration. The ESUCC Executive Director shall be responsible for administering the cooperative undertaking described in this Agreement. The Administrator may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

6. Bids and Contracts. Each party from time to time may solicit public bids and enter into contracts on its own behalf to purchase supplies, material, equipment, and services. Each of the parties agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider. Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own

purchases. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation for either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

7. Manner of Acquiring, Holding, and Disposing of Real and Personal Property. The Agencies do not anticipate a need to acquire, hold, or dispose of real property to accomplish the purposes of this Agreement. The Agencies' respective governing boards shall determine the manner of acquiring, holding, or disposing of real property in the event that such a need arises. In no event shall the Administrator have the authority to acquire real property on behalf of the Agencies.

8. Financing and Budgeting. Each party will finance its respective responsibilities under this agreement through its existing internal financing and budgeting processes. The parties shall provide a copy of their respective budgets to the Administrator upon request.

9. Expenses. Unless provided otherwise herein, all expenses of this Agreement shall be shared and paid equally by the Agencies.

10. Taxes. This Agreement does not grant the Agencies any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 2816.

11. Nondiscrimination. The Agencies shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

12. Employment Eligibility Verification. The Agencies shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration

verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

13. Termination. Either party may terminate this agreement by providing written notice to the other party not less than 60 days prior to termination. Any funds contributed to or for the benefit of this Agreement in possession of any of the Agencies upon termination of this Agreement shall be divided as nearly as practicable in proportion to the amounts contributed over the life of the Agreement. Any other personal property owned by any of the Agencies as a result of this Agreement shall be the property of the party that purchased it. In the event that the cost of the personal property was shared equally by the Agencies, the property shall be liquidated or distributed in kind upon the termination of this Agreement. If a dispute arises between the Agencies as to the value of such property or as to how it will be distributed, such property shall be sold by taking bids at public auction and selling said property to the highest bidder with the proceeds therefrom being divided equally by the Agencies. Termination shall not impair a party's obligation for its share of any outstanding indebtedness incurred under this Agreement.

14. Withdrawal. An Agency's governing board may withdraw from this Agreement by passing a resolution and submitting a copy of it to the other Agency at least 60 days in advance of the stated date of withdrawal. Withdrawal shall not impair an Agency's obligation for its share of any outstanding indebtedness.

15. Insurance. Each party shall obtain and pay for its own insurance coverage for their participation in this Agreement.

16. Notice. Each Agency giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail (to the Agency's then executive officer or the governing board's president, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

ESUCC: ESUCC
Attn: Executive Director
6949 South 110th Street
LaVista, NE 68128

Bertrand: Village of Bertrand
Attn: Village Clerk
PO Box 295
Bertrand, NE 68927

Notice is effective only if the party giving the Notice has complied with this section.

17. Amendments and Modifications. The Agencies may amend or modify this Agreement only by a written agreement signed by both parties that identifies itself as an amendment or modification to this Agreement. No other alterations in the terms of this agreement shall be valid or binding.

18. Severability. If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

19. Counterparts. The Agencies may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Agencies need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other Agencies to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each Agency to the other Agencies. In proving this Agreement, an Agency must produce or account only for the executed counterpart of the Agency to be charged.

20. Assignment. The Agencies shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of each of the other Agencies.

21. Entire Agreement. The Agreement is the complete and exclusive expression of the Agencies' agreement on the matters contained in this Agreement. All prior and contemporaneous

negotiations and agreements between the Agencies on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL**

Signature: _____ Date: _____, 20__

Kraig Lofquist
Executive Director

Signature:  Date: March 16, 2020

Printed Name: LORI Vinzant

Title: Village Clerk

Coop Directors report to ESUCC Board

submitted by: Craig Peterson

April 8, 2020

1. Presentations/Conferences

- a. Webinar Articulate “[How to Transition Your Team to Remote Work](#)”. Feel free to circulate the URL for this resource.
 - i. Articulate is an ESUCC Coop vendor that has content creation software for course creation. As an example the above webinar is hosted as a course in Articulate’s Rise software. See example course [How to Transition Teams to Remote Work-An Interactive Guide](#).

2. Annual/Paper Buy

- a. **Definition of the Annual Buy:** This is a line item bid where vendors are awarded by line item. If there is a tie for the bid price then a Nebraska vendor wins over an out of state vendor, otherwise it goes to a coin flip. Bids are sent to registered vendors nation-wide in October. Bid Awards announced in December and January, catalogs with over 4,200 items are published and distributed schools/members in February. The orders are then aggregated by address (all teacher/staff orders for items are aggregated into one line item per address) and sent to vendors in March and April and merchandise is delivered to the Cooperative members during May through July. The product categories offered are as follows: Electronics and Related Supplies, General Supplies, Furniture, Copier Paper, Maintenance-Shop Supplies, Health & Safety Supplies, Athletic Equipment & Supplies, Hot Lunch Equipment & Supplies, Science Equipment & Supplies, and Art Equipment & Supplies.

3. Paper Buy was to close on March 11 but was extended to March 23 due to Covid-19. Orders sent to Paper101 in the amount of \$855,329.15. This is down \$102,383.28 from 2019 totals.

2019 - \$957,712.43

2018 - \$866,109.76

2017 - \$790,259.16

2016 - \$925,156.08

4. Annual Buy Timeline

- i. February 17- catalog opens for ordering
- ii. April 15- Teacher/Staff order deadline (Extended)
- iii. April 16- Order Aggregation by address (Extended)
- iv. April 17-21- Review orders, assign PO's (Extended)
- v. April 22- Orders released to vendors
- vi. May 22- Delivery of items begins
- vii. July 24- Last Day without late fee
- viii. July 27- Late delivery penalty 2%

5. Special Buys

- a. **Definition Special Buy:** Contracts are negotiated agreements with exclusive pricing to ESUCC Cooperative Purchasing members. These contracts may range from one to three years. Within the agreement, terms shall be explicitly defined as to both parties’ expectations and the scope of the agreement.

b. **Marketing**

i. **mailchimp** - is a marketing automation platform and email marketing service. A Marketing event is called a Campaign.

1. **Campaigns in March**

a. 14 Marketing Campaigns sent for Paper Buy, Annual Subscription Renewals, Annual Buy, Marketplace Quick Reference Guide and Municipalities conference follow up.

c. **Special Buy Contract Considerations**

i. **SysCloud/Amplified IT** – Google & Office 365 Backup through Syscloud with encryption to protect against Malware & Ransomware.

1. Request came from discussion on the NETA Tech Coordinators list where a district was required as a new customer to have a minimum purchase of \$3,000 and raised the cost for the district from \$10/FTE to \$100/FTE.

2. Met with SysCloud & Amplified IT on 02/27/2020.

ii. **ClassLink** – Pricing negotiated by NNNC and looking to have Coop handle annual renewals.

iii. **LibGuides** – Referred to Coop by Jason Everett ESU 10.

iv. **Brightbytes** – Centennial Public School and ESU 10 asked if we had this in place for schools. I am not sure if there is enough interest by schools for this, ESUCC had an option in the MSA and ESU's withdrew from this over time.

6. **AEPA**

a. **Definition of AEPA:** The Association of Educational Purchasing Agencies (AEPA) is a group of Educational Service Agencies/political subdivisions organized through a Memorandum of Understanding between all participating states for the purpose of securing combined volume purchasing contracts based on potential sales by qualifying customers in participating states. Of the many advantages to this unique purchasing group, are the combined human resources representing purchasing/bidding expertise, current and past vendor relationships, past experience and overall vision with regard to the needs of the qualified customers within each represented state. Nebraska is a founding member of AEPA, which started with ten states in 2000 and now has grown to 28 states. AEPA is a voluntary run organization and asks for volunteers from the membership to complete work in Bid Oversight, Administrative Committees, Marketing, Website management, Reporting and other areas as required.

1. **Meeting Cancelled** - The Spring meeting in Austin, TX on April 26-28 was cancelled for in person attendance. Business meeting will happen Over Zoom.

7. **Additional Information**

i. Communications with the following vendors/organizations throughout the month:

1. Many communications with schools/members in support of the Paper Buy, Annual Buy, Annual Subscription renewals, and year round catalog ordering.

2. Impero – Addendum for additional product

3. Paper101 – extension of Paper Buy due to Covid-19 outbreak
4. Infobase – Discussions about Learn360 and moving it into Coop. Also discussions about offering free resources to Nebraska schools in response to Covid-19
5. Harris School Solutions – updating of product in the Marketplace
6. Custom Creative – AEPA website and CRM development/update meeting
7. Equal Level Users group. Discussions with other states on the use and needs within our Marketplaces.
8. Tierney vendor call to begin Marketplace setup and enablement.
9. Konica Minolta – new sales representative in southeast Nebraska.
10. Staples – discussions about product shortages and what they are hearing. Gloves possibly may not be able to get stock until October-December, really don't know what is in store.
11. Quill – discussions about product and support for schools.
12. Swank – Movie Licensing and K-12 Streaming discussions and how things are going.

April 2020

All Program Sales- Q3 & Q4 2019-20

* **2019-20 Sales: \$6,916,737.29** (Jul-Dec 2019)

* **2018-19 Sales: \$5,758,977.13** (Jul-Dec 2018)

* **Up \$1,158m from fiscal year 2018-19** (Jul-Dec)

* AEPA up \$725k (Daktronics up \$399k from \$0)

* Special Buys up \$210k (Staples up \$159k)

* Food Buy up \$149k

* Custodial up \$81k

* Annual Buy Extended Buy down \$6k

* **Up \$351k from fiscal year 2017-18** (Jul-Dec)