



Contract Number: 2324-3860-RLPUY

**Agreement for Meal Service Program
By and Between
PUYALLUP SCHOOL DISTRICT**

And

**RELIFE SCHOOL
PUGET SOUND EDUCATIONAL SERVICE DISTRICT**

This agreement is made and entered into this date by and between Puyallup School District, 203 2nd St., SE, Puyallup, WA 98372, hereinafter referred to as the **District**, and ReLife School, a program of Puget Sound Educational Service District, 5515 44th Street East, Puyallup, WA, 98371, hereinafter referred to as **ReLife**.

Whereas ReLife is desirous of having a student lunch meal service program with meals of sufficient quantity to satisfy ReLife student needs and ReLife is willing to pay a reasonable price for same.

Whereas, the District has the capability and desire to provide a lunch meal service program to fill ReLife's needs in return for a reasonable payment of same, whereas, both parties are desirous of memorializing this agreement in written form.

Now, therefore, it is hereby agreed by and between the parties as follows:

1. TERMS/TERMINATION

The terms of this agreement shall commence on September 7, 2023, and terminate on August 31, 2024, unless sooner terminated by operation of law or action of the parties as defined herein. Notwithstanding the foregoing, it is understood and agreed by and between the parties hereto that this agreement may be terminated, without cause, by either party delivering written notice of its intent to terminate to the other party, not fewer than thirty (30) days prior to the date of intended termination.

2. DUTIES OF THE DISTRICT

- Preparation of school student meals/food items, Monday through Thursday weekly for ReLife students, as needed, based on the District's secondary school menu. All food items, including half pints of milk and condiments for those meals will be purchased by the District. The cost of each full meal, including milk, to ReLife is \$4.25.
- Meals will meet all National School Lunch Program (NSLP) requirements as prescribed by the US Department of Agriculture (USDA) and the Washington State Office of Superintendent of Public Instruction (OSPI).
- Local Health Department Certification for the kitchen at the District in which it prepares meals for use by ReLife, and it shall ensure that health and sanitation requirements are met as required.
- The district will charge ReLife for any additional foods ordered by ReLife. Itemized invoices will be sent monthly to: ReLife School, 5515 44th Street East, Puyallup, WA 98371.
- The District will clean and sanitize any serving dishes or utensils.

3. DUTIES OF RELIFE

- Place food orders by 8:45am each day and pick up meals/food items from the District no later than 10:30am daily, unless otherwise agreed upon.
- Return and maintain all equipment needed for transport of food.

4. HOLD HARMLESS CAUSE

ReLife and the District agree to release, hold harmless, and indemnify the other from any and all liability, claims, demands, actions, or causes of action, of any kind, arising out of the execution of this agreement that is not the result of the negligence of either of the District or ReLife or its employees or agents.

5. GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington.

6. EFFECT OR PARTIAL INVALIDITY

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force an effect as if they had been executed by both parties subsequent to the expungement of the invalid provisions.

7. ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between parties, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party, except to the extent incorporated in this agreement.

8. MODIFICATION

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing, signed by each part or an authorized representative of each party.

9. BINDING EFFECT

This agreement shall be binding on and inure to the benefit of the respective successors and assigns of the parties hereto.


IN WITNESS WHEREOF, each party to this agreement has cause it to be executed in Puyallup, Washington, on the 16th day of August 2023.

RELIFE SCHOOL, PUGET SOUND EDUCATIONAL SERVICE DISTRICT
5515 44th Street East, Puyallup, WA 98371

By: Dr. Reginald Reid
Dr. Reginald Reid, Principal

Date: August 28, 2023

PUYALUP SCHOOL DISTRICT
203 2nd St., SE, Puyallup, WA 98372

By: 

Date: 8/28/23



Agenda Item Details

Meeting	Sep 18, 2023 - Regular Board Meeting at Kessler Center and livestreamed via Zoom
Category	3. Consent Agenda
Subject	F. Business Services - Interlocal Agreement - ReLife PSESD Meal Service Program
Type	Action (Consent)
Recommended Action	Approval of Interlocal Agreement - ReLife PSESD Meal Service Program, as presented.

Submitted by:

Laura Marcoe, Assistance Superintendent of Business & Support Services.

Issue:

Consideration for approval of an interlocal agreement between Relife School/Puget Sound Educational Service District (PSESD) and Puyallup School District to provide a lunch meal service program for students enrolled at Relife School (which is a program of PSESD).

Background:

RCW 28A.320.080 and RCW 39.34 authorizes school districts in the State of Washington to enter into cooperative agreements between governmental agencies to purchase equipment, supplies, and services for use in the school district.

Discussion:

The Puyallup School District will prepare school meals/food items on an as needed basis, Monday through Thursday each week, for ReLife School. Meals will be based on the district's secondary school menu and will meet all National School Lunch Program (NSLP) requirements as prescribed by the US Department of Agriculture (USDA) and the Washington State Office of Superintendent of Public Instruction (OSPI).

Contact Information:

If you have questions or comments regarding this item, please contact Laura Marcoe, Assistant Superintendent of Business & Support Services at marcoelk@puyallupsd.org or (253) 841-8762 or Amie Day, Director of Accounting & Finance at dayak@puyallupsd.org or (253) 435-6777.

[Interlocal Agreement - ReLife PSESD Meal Service Program 9.18.23.pdf \(153 KB\)](#)

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

Motion & Voting

Approve the consent agenda, as presented.

Motion by Maddie D Names, second by David B Berg.

Final Resolution: Motion Carries

Yea: David B Berg, Turan Kayaoglu, Maddie D Names, Joseph Romero